

**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 KnowledgeLake, Inc. (hereinafter "Contractor"), with its principal place of business at 6 City Place Drive, Suite 500, St. Louis, MO 63141.

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 provide the Robotic Process Automation (RPA), Machine Learning, and other features within the KnowledgeLake Platform to automate the AP process around invoice handling within the MUNIS system for Food Service, General and JCPS. The Statement of Work (SOW) is attached hereto and incorporated herein.

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~~ within 30 days of execution of this Contract. 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:	\$38,750
Progress Payments (if not applicable, insert N/A):	N/A
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	\$35,000 - MI11753-0735-900XS \$3,750 - AC11404-0735-900XS

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on March 30, 2022 and shall complete the Services no later than August 30, 2023, 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.
- I. Nothing in this Contract or its attachments shall be construed to prohibit JCPS from hiring any qualified applicant who independently applies for an open position with JCPS, regardless of the applicant's current or previous employers.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of March 30, 2022.

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

JEFFERSON COUNTY BOARD OF
EDUCATION

By: _____

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

KnowledgeLake, Inc.
CONTRACTOR

By: DocuSigned by:
Brad Porter

34D1C82CA76D40C...
CC: Therrel Griffin
Title: National Accounts Manager

Brad Porter

CTO

Cabinet Member: Cordelia Hardin

(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: _____

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

State the type of service: Technician

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.

Hannah Lehman

Print name of person making Determination

Finance Department

School or Department

Signature of person making Determination

Date

KnowledgeLake, Inc.

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



Jefferson County Public Schools

AP Automation Development

JCPS AP Automation SOW

Prepared by KnowledgeLake, Inc.

Account Manager: Therrel Griffin

Effective Date: 3/8/22



Confidential Information



This Statement of Work ("SOW") dated 3/8/22 ("Effective Date"), is entered by and between Jefferson County Public Schools ("Client"), and KnowledgeLake, Inc. ("Vendor" or "KnowledgeLake").

This Statement of Work is valid for 30 days from the Effective Date.

Client Contact Information

Raghu Seshadri
Jefferson County Public Schools

3332 Newburg Rd,
Louisville, KY 40209
raghu.seshadri@jefferson.kyschools.us
502-485-6101

Confidential Information



Statement of Work (SOW) Contents

Engagement Objectives.....	4
Project Administration	4
Project Activities	4
Design.....	4
I. Project Analysis and Design.....	4
Implement.....	5
II. Taxonomy Configuration.....	5
III. KnowledgeLake Platform Configuration.....	5
Verify.....	6
IV. User Acceptance Testing Support.....	6
Post-Production	7
V. Knowledge Transfer (IT)	7
VI. Production Support and Project Closing.....	7
Services Estimate	8
Travel	8
Assumptions.....	8
Engagement Approval	9
Appendix A: Services Terms and Conditions.....	10
Working Hours	10
Covenant Not To Hire Employees.....	10

Confidential Information



Engagement Objectives

JCPS will utilize the Robotic Process Automation ("RPA"), Machine Learning, and other features within the KnowledgeLake Platform to automate the AP process around invoice handling within the Munis system for Food Service, General and JCPS.

Project Administration

KnowledgeLake will assign a project manager to manage scope and deliverables defined within this SOW. KnowledgeLake project manager duties include, but are not limited to:

- All project success metrics and deliverables.
- Facilitate kickoff meeting and regular status meetings will be held to communicate the status of the project and identify any issues or risks.
- Schedule design meetings and facilitate architecture review and acceptance.
- Facilitate Change Request Authorization process.

Project Activities

Design

I. Project Analysis and Design

During the project analysis and design phase, KnowledgeLake consultants will meet with Client to perform analysis of the business requirements and design the solution. This includes the following:

- Understanding Client's content and business processes related to the AP process.
- Design the capture process for the solution including the onboarding of content, indexing of content and storage of content into the SharePoint repository.
- Design the Search and Retrieval process for the solution.

The taxonomy consulting includes the Accounting department (AP) and assumes a maximum of one Site Collection, three Content Types and Document Libraries and ten Site Columns. If there are additional components to be analyzed, a Change Request can be submitted to include these items in the scope of the project.

KnowledgeLake will create the RPA Specification and the Functional Design document that describes exactly how the proposed solution will be implemented. Client is responsible for timely responses to KnowledgeLake requests for information needed to complete the analysis and design. Both Client and KnowledgeLake indicate their agreement with the functional design by signing the RPA/Specification and Functional Design document. This takes place before the project moves to the next phase.

During this phase, the project plan is reviewed for accuracy and revised where appropriate. In addition, out of scope items maybe be identified and the Project Manager will work with Client to determine if a Change Request should be submitted.

Confidential Information



Implement

II. Taxonomy Configuration

The Taxonomy configuration, if needed, includes the AP department identified in the Analysis and Design section. KnowledgeLake will build out the taxonomy per the RPA/Specification and Functional Design document in the Production environment. If there are additional components to be configured, they need to be included in the analysis and design and a Change Request can be submitted to include the configuration of these items in the scope of this project.

III. KnowledgeLake Platform Configuration

The following items will be configured in one (1) production environment:

1. KnowledgeLake Capture Services Configuration

- a. Create up to 2 KnowledgeLake capture processes, per the design.
- b. Configure up to 2 KnowledgeLake scanning & indexing profiles, if needed
- c. Configure up to 3 content type behaviors and permissions for each content type. A transfer of information will be performed so Client may configure additional behaviors.
- d. Create up to 60 digital fingerprints for use with KL Learn. This includes document classification and up to 12 metadata values to be configured per fingerprint, excludes line-item extraction.

2. KnowledgeLake Content Services Configuration

- a. Configure up to 2 AP saved searches for the Client.

3. KnowledgeLake Process Services Configuration

KnowledgeLake will assist with the installation and configuration of unattended KnowledgeLake RPA bots in the Client's Production environment on two workstations. KnowledgeLake RPA will be developed as outlined below:

Customer will provide:

- 1) Two (2) Windows 10 virtual machines which will be dedicated to act as unattended bots running the KL RPA software. Requirements are minimal and a recommended requirements document will be provided. KnowledgeLake RPA developers will need access to these machines using RDP only during the initial development period.
- 2) Customer will provide two bot "user account" credentials for these VMs which will be used by the bot as it performs data entry. The bots will login to windows using these credentials.
- 3) Customer will install any necessary software (Chrome, etc.) on these VMs to be used by the bots.
- 4) Customer will provide login credentials to the target applications (MUNIS, etc.) that will be used by the bot.

Confidential Information



KnowledgeLake will provide the following services

- 1) Installation of KnowledgeLake RPA stack on customer provided VMs and configure them to connect to your KnowledgeLake Cloud tenant to serve document processing objectives.
- 2) Five bot scripts which will:
 - a. Receive Voucher data from a KL process and perform robotic data entry into MUNIS.
 - b. Receive Food Service Invoice data entry and perform robotic data entry into MUNIS. Scope assumptions may not include three-way match during entry and excludes line-item extraction.
 - c. Receive General Invoice data entry and perform robotic data entry into MUNIS. Scope assumptions may not include three-way match during entry and excludes line-item extraction.
 - d. Depending on whether the document repository is KnowledgeLake or MUNIS, we will either:
 - i. Provide a user-bot script which will allow the user to click a button on MUNIS screen which displays the associated Invoice document in KnowledgeLake viewer or...
 - ii. Provide a bot script which will release the final document to #MUNIS
 - e. A bot script which will, after checks are cut, update the check number and check date in the repository.

Verify

IV. User Acceptance Testing Support

Client is responsible for creating test plans and managing user acceptance testing ("UAT"). The success of this project is dependent upon Client allocating adequate resources to UAT. Changes/Enhancements resulting from UAT are not included in the scope of this project. During this phase, KnowledgeLake will provide:

1. One session for end users and IT staff on using the KnowledgeLake Cloud platform.
2. Support to Client during the acceptance testing. Client will be responsible for creating and performing the acceptance test.
3. Provide resolution to any issues found during acceptance testing that fall within the accepted requirements of the solution.

The estimate provided for time needed by KnowledgeLake to support Client during UAT is based on assumption that Client will complete UAT within a 3-week period.

Confidential Information



Post-Production

V. Knowledge Transfer (IT)

After the solution is fully configured, KnowledgeLake will conduct a knowledge transfer session to review the solution configuration of the KnowledgeLake Cloud platform with the Client's IT staff. Also, KnowledgeLake will document all the configurations in the Solution Configuration document.

VI. Production Support and Project Closing

The estimate provided for the time needed to support Client during post-production is based upon 1 hour/day of support to Client for the first 10 days of Production. If Client requires additional support through Professional Services, then a Change Request will be submitted for the additional effort.

At the conclusion of this project, KnowledgeLake will issue a Project Acceptance Form. Client will acknowledge acceptance of this project and all deliverables, and closure of this project, by signing the Project Acceptance Form. If the Project Acceptance Form is not signed and no objection is communicated in writing by the Client within 5 business days of issuance of the Project Acceptance Form, this project and all deliverables will be deemed to be accepted, and the project closed.

The KnowledgeLake Project Manager will conduct a project transition meeting with Client and with KnowledgeLake customer support team to review Client's solution and tenant. At the conclusion of this engagement, all communication should be immediately directed to KnowledgeLake customer support team at 1-888-898-0555 or online at <http://help.knowledgelake.com>.

Confidential Information



Services Estimate

The services estimate is offered at a Fixed Fee based price.

Fixed Fee Cost: **\$38,750**

KnowledgeLake will invoice Client upon signing of this document. Payment is due Net 30 days from the date of invoice.

Travel

All travel expenses will be reimbursed by the Client to KnowledgeLake upon receipt of actual travel receipts. In-town travel over 100 miles round-trip will be billed to the Client at the current IRS mileage rate for 50% of the total mileage incurred.

Client agrees to cover any airline "change fees" due to schedule changes by Client. Client will be billed for one way of travel time. These charges shall use same rate applicable to each day in which services are rendered. KnowledgeLake will incur the cost of the returning travel time.

Travel and related expenses associated with the project are in addition to the fees above and will be billed on a monthly basis at actual cost if a consultant is required to be onsite. Travel time is billed one-way at the Statement of Work rate.

No travel is anticipated for this project.

Assumptions

- Client will perform reasonable software/hardware tests upon request from KnowledgeLake.
- During business hours, Client will ensure that KnowledgeLake personnel have proper access to all applicable systems and work areas required to perform requested services. This includes and is not limited to network server access, database file access, internet access as well as building access, room access and workstation access.
- All time during which KnowledgeLake personnel are on stand-by, and/or at the site awaiting access to the applicable systems or work areas will be considered chargeable time.
- Client has agreed to an RPA custom application development project. Clients who are in good standing with regards to subscription payments will be entitled to the following: Tier 1 – Tier 3 customer support, including the ability to open support tickets in relation to their purchased customization. They will also be entitled to receive hotfixes for any defects that are identified within their customization.
- Two development workstations will be made available with specifications found in the RPA requirements document. These workstations will have all the appropriate connections and security to other systems that are required for the custom code to function properly.
- VPN access is required for RPA unattended integrations and will be provided by the Client.

Confidential Information



Engagement Approval

Raghu Seshadri
Jefferson County Public Schools

3332 Newburg Rd,
Louisville, KY 40209
raghu.seshadri@jefferson.kyschools.us

SOWJCPS202203v#1

KnowledgeLake Approvals:

Name (Print): Brad Porter

Title: CTO

Signature:

DocuSigned by:
Brad Porter
34D1C82CA76D40C...

Date: 3/16/2022

Jefferson County Public Schools Approval:

Name (Print): _____

Title: _____

Signature: _____

Date: _____

This Statement of Work estimate is valid for 30 days from the Effective Date.

My company will issue a Purchase Order for this transaction ☒ **Yes** ☐ **No**

Confidential Information



Appendix A: Services Terms and Conditions

Working Hours

Unless otherwise expressly agreed to in writing, KnowledgeLake will perform work between the hours of 8:00 A.M. to 5:00 P.M. CST, Monday through Friday, excluding KnowledgeLake and Client observed holidays.

Covenant Not To Hire Employees

The Parties covenant and agree that during the period beginning on the Effective Date and terminating two (2) years after the termination of this Agreement (the "Covenant Period"), each Party shall not, directly or indirectly, whether for or on behalf of itself or any other person or entity, hire or engage, or attempt to hire or engage, any individual who shall have been an employee or contractor of the other Party at any time during the period one (1) year prior to the Effective Date and ending on the termination of the Covenant Period. In the event a Party breaches the foregoing covenant, the breaching Party will pay, as liquidated damages and not a penalty, within thirty (30) days of receipt of a notice of breach, a sum equal to six months of the salary or fees the non-breaching Party would pay to the relevant employee or contractor.