

**Contract Committee Review Request**  
**MUST BE COMPLETED IN FULL**

Date: 12/08/2023

Contract/Agreement Vendor:

Name of Vendor & Contact Person

Vendor Email Address

Describe Contract (Technology, program, consultant-prof Development, etc.)

*Please use Summary below to fully explain the contract purchase , any titles, and details for the Board of Education to review.*

Reason/Audience to benefit

BOE Date      Amount of agreement

Person Submitting Contract/Agreement for Review:

**PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK**

Principal &/or Director or Administrator:

Does this Contract/Agreement utilize technology? YES/NO

If yes, Technology Admin:

Cabinet Team Member:

Funding Source:

Fund/Project      OCAS Coding

☒ **Consent**

☐ **Action**

Statement of work contract agreement with ImageNet Consulting: Includes revisions to existing Laserfiche AP - Travel Authorization Form - specifically modifications to both data collection in the form, as well as revisions to the process flow (workflow) of the form. Work to be performed by ImageNet Consulting staff.

**Summary**

*This area must be complete with full explanation of contract*

*The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.*



## Statement of Work

For

**BROKEN ARROW PUBLIC SCHOOLS**

12/8/2023

SOW Valid For 60 Days After This Date

<b>Statement Of Work:</b>	<b>BROKEN ARROW PUBLIC SCHOOLS - Travel Desk Revisions</b>
<b>Drafted by:</b>	Ramsey Oklah
<b>Email Address:</b>	roklah@imagenet.com
<b>Phone Number:</b>	918-359-8619
<b>Project Manager</b>	TBD
<b>Solutions Specialist</b>	David Wails
<b>Customer IT Contact</b>	Megan Frederick - mfredrick@baschools.org
<b>Customer Project Manager</b>	Kimberly Rogers - krogers@baschools.org

### Statement of Work

Broken Arrow Public Schools has asked ImageNet to work with their staff to design and implement changes to their existing Travel Request Form to address changes that have occurred to the process over the last 18 months.

The core functionality of the existing form will remain in place, however with these modifications to both data collection in the form itself as well as the process flow of the form, this should greatly improve the user experience and clarity for users involved in the process. Details of modifications are outlined below.

## Implementation Details

### Form Changes

#### Section: What type of travel are you requesting?

1. Remove School Activity Primary Sponsor
  - a. ImageNet will be removing the branch but not deleting it in case it is added in later.
2. Add field – Name of Person Submitting Form.

#### Section: Traveler Information

1. Add Field – Employee Cell Phone Number
2. Add Field – School Site.
  - a. This will either be a dropdown or will pull from employee ID through existing lookups.

#### Section: Event Information

1. Move Field to section – Please explain the purpose of this conference/event and how it benefits BAPS. This is a text field and is currently located at the bottom of the form.

#### Section: Personal Car

1. Add Field – Tolls with an Amount Box to fill in the cost.

#### Section: What will you be needing for this travel?

1. Change Verbiage – New text will be Airport or Event Parking Fees Information. This will be located just under “Cost per Night – Taxes – Total Per Night – Number of Nights – Total Cost

#### Section: Ground Transportation Information

1. New Statement –Transportation expenses such as Lyft/Uber, subway, trolley, bus fare or shuttles related to professional development activities are allowable from the airport to the Hotel/Conference facility only.

#### Section: Meals for Overnight Travel Information

1. New Statement: Per FY24 Joint Federal Claims Procedures: If the conference provides a meal, that meal should be deducted from the per diem rate.
2. How many employees will be attending?
3. Would you like to add travelers to this trip?
  - i. No
    1. Submit form and close.
  - ii. Yes
    1. Submit form and start a new form with event information copied to new instance.

### Workflow – Existing Workflow with Requested Changes

Items in **bold** below were discussed on our virtual call held on October 19, 2023.

1. Form is completed.
  - a. Keep current email Employee Travel Request Received
  - b. Build in email steps to communicate with staff at each step notifying them of internal process steps, including rejection.
2. **04\_Pending Processing** will need to be changed to **Step 02**, meaning steps 2 & 3 will become Steps 3 & 4 and the flow process will need to be modified to accommodate the new order leading up to step 5.
  - a. Select Additional Approval if needed or process.
3. Pending Additional Approval – Change additional approval to designate automatically, currently manual.
  - a. If project is 400 or higher or the form indicates a check box for Federal Travel, automatically route to S Chase for additional approval.
4. Pending Out of state - Is travel out of state? (same)
  - a. Yes, form will route to superintendent for approval.
  - b. No, form will move to next task.
5. **07\_Pending PO**
  - a. Add email with Copy of approved travel form to employee for records.
6. **10\_Currently Traveling**
  - a. Check logic so that nightly check at 12:01 am looks at trip end date and move into **11\_Pending Receipts** on that date, and automatically email traveler with request for receipts.
7. **12\_Pending Reimbursement**
  - a. After completed for AP: Email set out to traveler with notice that travel has been processed and when to expect reimbursement.

## Statement of Work

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### Training Method

Anticipated Training Method: End User Group Training

Anticipated Training Time: 0

Anticipated Admin Training Method: Shadow training for staff to learn how changes are made.

Anticipated Admin Training Time: Rated Time Impact

### **Critical Assumptions**

#### Anticipated Security Configuration

No changes to repository model besides order or operations

#### **Security Tier: Moderate Security**

- Security Tier Definitions
  - Simple Security - Security assigned no more than 3 static folders deep from top level folder for general user groups.
  - Moderate Security - Security schema where security rights are assigned to folders or documents dynamically at the point of creation or more than 3 folders deep from the top-level folder to general groups or roles.
  - Granular Security - Security schema where individual documents or folders are dynamically assigned and/or reassigned to individual users based on specific document criteria or locations.

#### Anticipated Approval Routing Complexity

Moderate effort in changing order of operations

#### **Approval Complexity: Moderate Approvals**

- Approval Complexity Definitions
  - Simple - Department and/or Dollar amount of less than 3 participants.
  - Moderate - More than 3 participants or dynamic assignment based on field values.
  - Granular - Variable assignment to variable amount of staff based on field variables.

#### Anticipated Database Interactions

Use of existing Sylligys (Wengage) lookups for Employee ID Information.

## **Scheduling & Financial Details**

Due to the fluid nature of project scoping, SOW review, project negotiation, and other factors, scheduling for projects cannot be set until project SOW is signed and contracts are in place. The following factors stand:

- Project Kick-Off meeting with client staff and ImageNet representatives will occur, or be scheduled, within 10 days of contractual agreement. (Dependent on client availability)
- Client understands that as part of lean process environment, ImageNet resources are typically booked out 30-45 days ahead of time and, aside from the kick-off meeting, projects will most likely not begin before that time frame.
- Client understands that the solution provided is being contracted as a Fixed Bid engagement and will be invoiced as defined in Section 4 of the Professional Services Agreement contained herein.

## **Projected Work will be broken out by Phases**

A typical project for implementing a Laserfiche Content Management Solution includes the following:

### **Project Kick-Off Meeting**

Project Timeline will be created & confirmed.

### **Conduct subject matter expert (SME) interviews.**

Validate and finalize all changes to be made.

### **Forms and Process**

Configure Form and Workflow Changes as outlined in the Implementation Details.

### **Perform training for the Laserfiche content management system.**

Conduct Laserfiche Server Administration training throughout development

Conduct Go Live

Provide quality assurance oversight and testing.

## Customer Responsibilities

•	Customer to identify and provide an IT Administrator for solution implementation and support interaction.
•	Customer will provide access to all areas required to complete this project. Any areas of high security or hazard should be made known prior to project commencement.
•	Customer will provide access to all information and documentation required to complete this project.
•	Customer will provide an onsite contact person responsible for providing direction and approvals on completion of work.
•	Customer will directly provide all non-ImageNet hardware and software support required unless specifically indicated otherwise.
•	Customer will ensure that any customer provided hardware will meet all required specifications for software.
•	Customer will assure that all required LAN/WAN access and administrative rights are made available to complete the installation.
•	Customer will verify final and provide on-going folder, template, and user set up.
•	Customer will provide Remote Access capabilities and credentials so that ongoing support can be provided as necessary via phone and remote desktop support.
•	Customer is responsible for maintaining agreed upon timeline, customer side delays may push back launch dates by a ratio that exceeds 1:1 and may incur further service costs as well.



## **Change Requests**

If any changes or additions are required outside of the defined scope and deliverables previously listed, a Project Change Request will need to be completed and signed by both the Customer Project Manager and ImageNet Consulting representatives. (Copy attached)

## **Assumptions & Terms**

- Rates are based on a commitment that work is to be performed during regular business hours; 8AM to 5PM local time, Monday through Friday
- It is assumed that all work will be completed as a continuous effort. Disruptions of this continuous effort beyond the control of ImageNet Consulting may require additional costs, additionally if the project is finished ahead of the estimated completion, there will be no credit issued to the customer.
- All System Engineer work outside of the work defined within the SOW is billed at \$200.00 per hour for system configuration work.
- All Process Analyst work outside of the work defined within the SOW is billed at \$250.00 per hour for automation analysis and design.
- For a full Professional Service Agreement, see appendix A.

## **Disclaimers**

- ImageNet Consulting is not responsible for the loss of data due to system failure and lack of database back-up.
- Future software installation services from ImageNet Consulting are at an additional cost.
- ImageNet Consulting does its best to anticipate conversion changes and user needs, however once design agreement is established, any major changes requiring more than 1 hour of work will require a Project Change order and may incur additional costs.

## Statement of Work

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This Consulting Services Agreement (the "**Agreement**") is made and entered into as of \_\_\_\_\_ the "**Effective Date**") by and between ImageNet Consulting, with a place of business at 913 North Broadway, Oklahoma City, OK 73102 (ImageNet) and Customer a OK Non-Profit Organization with a place of business at 701 South Main Street, Broken Arrow OK 74012 ("**Customer**").

Pursuant to this Agreement, Customer is engaging ImageNet to provide certain consulting services as more fully described herein. The Agreement consists of the following documents, incorporated herein by this reference:

Statement of Work  
Attachment A Pricing  
Attachment B Professional Services Agreement  
Attachment C Project Change Request  
Attachment D Project Completion Form  
Attachment E Travel Authorization Form – Non-Federal Funds (PDF)

The customer has read and agrees to the terms and conditions and the documents annexed hereto. This Agreement will be effective only when executed below by both parties.

### AGREED TO:

Customer

\_\_\_\_\_  
Authorized Representative Signature

Name:  
Title:  
Address:  
Customer Contact:  
Email:  
Telephone:

ImageNet

David Wails  
Authorized Representative Signature

Name: David Wails  
Title: Customer Success Manager  
Address: 7231 East 41<sup>st</sup> Street Tulsa OK 74145  
Contact: David Wails  
Email: [dwails@imagenet.com](mailto:dwails@imagenet.com)  
Telephone: (918) 232-2679

## Attachment A: Pricing

### Price Breakdown

Annual Laseriche Licensing Detail				
QTY	Part #	Item	Cost per (Annual)	Total (annual)
N/A				
Total for Laseriche Licensing				\$ -
Annual Hosted Server				
QTY	Item	Description	Total (Annual)	
N/A		N/A	\$ -	
Total for Laseriche Subscription Licensing				\$ -
One-Time Professional Services				
QTY	Item	Description		
4	PSE	Engineering Services	\$ 800.00	
0	PSM	Migration Services	\$ -	
30	PSD	Design Services	\$ 7,500.00	
Time & Materials Estimated Budget for Professional Services				\$ 8,300.00
Total				\$ 8,300.00

To Accept this Quotation, sign here and return \_\_\_\_\_

If payment is not received when due we may assess an administrative charge to offset our collection expense at the rate of thirty cents per one dollar owed. Any other remedies provided for by law may be, to the extent permitted by law, exercised either concurrently or separately. No failure on our part to exercise any right or remedy and no delay in exercising any right or remedy shall operate as a waiver of any right or remedy or to modify the terms of this Agreement. A waiver of default shall not be construed as a waiver of any other subsequent default.

## Attachment B: Professional Services Agreement

### 1. PROFESSIONAL SERVICES AND DELIVERABLES

- a. **ImageNet Professional Services.** ImageNet will provide the services ("Professional Services") and the tangible work product of Professional Services, if any, ("Deliverables") described in these terms and the relevant Transaction Document (together, our "Agreement"). A "Transaction Document" may include a Statement of Work ("SOW"), Customer accepted order (except for Customer pre-printed terms), a valid ImageNet quotation, proposal letter, or other executed documents that reference these terms and relate to such SOW.
- b. **Acceptance.** Customer accepts the Professional Services when ImageNet performs them. Customer accepts Deliverables when ImageNet delivers them to Customer, or as both parties otherwise agree in an SOW. The foregoing Deliverable acceptance procedure does not apply to Products or Custom Products, even if they are used in connection with the Professional Services or Deliverables. For the purposes of this Agreement, "Product" means any hardware or software on ImageNet's standard price list at the time ImageNet accept Customer order. "Custom Products" means any Products that may be modified in any way to meet Customer requirements.
- c. **Changes.** If Customer request changes or ImageNet recommend changes to the Professional Services or Deliverables, ImageNet will follow the change management procedures in the SOW.

### 2. INTELLECTUAL PROPERTY RIGHTS

Neither party will gain rights or ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other by virtue of our Agreement. ImageNet retain exclusive ownership in the Deliverables and own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed under our Agreement. ImageNet grants Customer a non-exclusive, perpetual, non-transferable, royalty-free right and license to use the Deliverables for Customer internal use in the countries in which Customer do business. Customer grant ImageNet a non-exclusive, worldwide, royalty-free right and license (or sub-license) to use, copy, make derivative works of, distribute, display, perform, and transmit Customer and Customer third parties' intellectual property rights to the extent necessary for ImageNet to perform our obligations and our rights under our Agreement.

### 3. CONFIDENTIALITY

In connection with the Professional Services described in the Transaction Document, either party may receive or have access to technical information, information about product plans and strategies, promotions, customers and related technical, financial, or business information which the disclosing party considers to be the confidential information of that party or its third-party contractors or suppliers ("Confidential Information"). The following will apply to any such Confidential Information:

- a. Before any Confidential Information is disclosed, the parties will first agree to disclose and receive such information in confidence. If then disclosed, the Confidential Information will be marked as confidential at the time of disclosure, or if disclosed orally but stated to be confidential, will be designated as confidential in a writing by the disclosing party summarizing the Confidential Information disclosed and sent to the receiving party within thirty (30) days after such oral disclosure.
- b. Confidential Information may be used by the receiving party only with respect to the performance of its obligations under these Terms and the relevant Transaction Document, and only by the employees of the receiving party and its employees, agents or contractors who have a need to know such information for purposes of this Terms and the relevant Transaction Document. The receiving party will protect, and will ensure that its employees, agents, and contractors will protect, the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as the receiving party uses to protect its own confidential information of a like nature.
- c. The receiving party's confidentiality obligation will be for a period of three (3) years after the date of disclosure.
- d. The confidentiality obligations of the parties will not extend to information that:
  1. was in the receiving party's possession before receipt from the disclosing party.
  2. is or becomes publicly known without breach by the receiving party.
  3. is rightfully received by the receiving party from a third party without a duty of confidentiality.
  4. is independently developed or learned by the receiving party; or
  5. is disclosed by the receiving party with the disclosing party's prior written approval.

### 4. PAYMENTS

- a. **Fees and Taxes.** Prices are in the local ImageNet price list at the time ImageNet receives Customer order or in a valid Transaction Document. In addition, Customer is responsible for any out-of-pocket expenses reasonably incurred by ImageNet in connection with the performance of the Professional Services, including the travel and travel-related expenses set forth in the SOW. Prices do not include taxes.
- b. **Payment Terms.** Customer agrees to pay invoiced amounts within thirty (30) days of our invoice date, without offset. ImageNet may change credit terms or payment terms if, in ImageNet's reasonable opinion, Customer financial condition, previous payment record, or relationship with ImageNet merits such change. ImageNet may discontinue performance if the Customer fails to pay any sum due, or if after ten (10) days written notice, Customer has not cured any other failure to perform under this Agreement.
- c. **Leasing.** If applicable, Customer agrees that even if the Software is not fully installed, accepted and/or does not function or perform as Customer anticipates or expects, the commencement of your lease and the invoicing thereof will begin ten (10) days from the "Effective Date."
- d. **Milestone Payments.** Customer shall pay to ImageNet certain milestone payments following the first occurrence of certain milestone events as set forth below:

Milestone Event	Payment Percentage
Signing the Contract	30%
Final Design Acceptance	30%
Successful Go-Live	40%

### 5. WARRANTY

- a. **Services Warranty.** ImageNet will perform the Professional Services using generally recognized commercial practices and standards. If Customer notify ImageNet within thirty (30) days after ImageNet perform that the Professionals Services didn't meet this warranty, ImageNet will re-perform them.
- b. **Warranty Disclaimer.** The warranty contained in sub-section 5. a. is in place of, ImageNet expressly disclaim, and Customer expressly waive, all other express warranties or conditions, and all other warranties, conditions, and obligations implied in law, including warranties of merchantability and fitness for a particular purpose.

### 6. LIMITATION OF LIABILITY

Except for damages for bodily injury, our total liability to Customer is limited to the fees Customer paid for the Professional Services that are the subject of Customer claim. Except for claims by another party for infringement of their intellectual property rights, in no event will either party be liable for any consequential, special, indirect, or incidental damages, including downtime costs; lost business revenues, or profits; failure to realize expected savings; loss or unavailability of or damage to data; and software restoration. To the extent allowed by local law, these limitations apply regardless of the basis of liability, including negligence, misrepresentation, breach of any kind, or any other claims in contract, tort, or otherwise.

### 7. TERM AND TERMINATION

- a. **Term.** Our Agreement becomes effective when ImageNet accepts Customer order and will remain in effect until ImageNet complete the Professional Services or one party terminates the Agreement according to the terms of this section 7.

- b. Termination for Failure to Pay. ImageNet may terminate our Agreement if Customer fails to pay any amount due and Customer don't pay within ten (10) days after ImageNet notify Customer.
  - c. Effects of Termination. After our Agreement terminates, Customer will pay ImageNet for all the Professional Services ImageNet performed and our expenses up to the date of termination, and ImageNet will give Customer all work in progress for which Customer has paid. If the amounts Customer owes ImageNet are less than any of Customer advance payments, ImageNet will refund Customer the difference within thirty (30) days after termination. Any terms of our Agreement which by their nature extend beyond termination will remain in effect until fulfilled.
8. GENERAL
- a. Dependencies. Customer will give ImageNet accurate information and comply with Customer obligations in a timely and cooperative manner. Customer understands that if Customer doesn't ImageNet may not be able to deliver the Professional Services. Customer acknowledges that ImageNet bids and Customer has the right to acquire Professional Services and Products separately.
  - b. Similar Services. ImageNet may provide similar Professional Services to our other customers.
  - c. Independent Contractor. ImageNet doesn't intend to create a joint venture, partnership, or employment relationship between parties.
  - d. Hiring of Employees. Customer won't solicit, offer employment to, or enter into consultant relationships with our employees or consultants who perform (directly or indirectly) Professional Services within one (1) year after an SOW ends. However, Customer may hire an employee or consultant who responds to a general hiring program Customer conduct in the ordinary course of Customer business.
  - e. Publicity. Customer won't disclose the price or other terms of our Agreement without asking us first. However, ImageNet may use Customer name and identify this engagement in our general lists of our customers and experience.
  - f. No Assignment. Customer may not assign this Agreement without our prior written consent, which consent will not be unreasonably withheld.
  - g. Force Majeure. Except for payment obligations, neither party is liable for delays or non-performance due to causes beyond our reasonable control.
  - h. Notices. If both parties notify each other about these terms both parties do so in writing and the notices will be effective upon receipt.
  - i. Precedence. If these terms conflict with a Transaction Document, these terms take precedence unless the Transaction Document 1) expressly states that it amends these terms and 2) is executed by both parties.
  - j. Entire Agreement. The Agreement is the entire agreement between ImageNet regarding Customers purchase of Professional Services and Deliverables. It supersedes and replaces any previous communications, representations or agreements, or Customer additional terms.
  - k. Applicable Law. Oklahoma law governs our Agreement, except for its choice of law rules.
  - l. Authorization to Install Software. As part of the Professional Services, ImageNet may be required to install copies of third-party or ImageNet-branded software products (the "Software"). Customer authorizes ImageNet to accept the license terms accompanying the Software (collectively "Shrink-wrap Terms") on Customer behalf, and acknowledge it is Customer responsibility to review any Shrink-wrap Terms associated with the Software. Shrink-wrap Terms may be in electronic format, embedded in Software, or contained within the Software documentation.
  - m. Export and Import. Customer who exports, re-exports, imports, or otherwise transfers Products, technology, or technical data purchased hereunder, assumes responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. ImageNet may suspend performance under this Agreement: 1) if the Customer is in violation of any applicable laws or regulations, and 2) to the extent necessary to assure compliance under the U.S. or other applicable export or similar regulations.
  - n. No Fee Engagements. If ImageNet provides Services at no cost to Customer, Section 4, and Sub-Sections 7.c. and 7.e. shall not apply to this agreement. In addition, any terms of the Agreement which by their nature extend beyond termination will remain in effect until fulfilled.
  - o. Signer Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

**Attachment C: Project Change Request**

**Project Change Request**

PCR Number: \_\_\_\_\_

Date: \_\_\_\_\_ Party requesting change: \_\_\_\_\_

Nature of the proposed change:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reason for the proposed change:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Impact of the proposed change on project:

Pricing: \_\_\_\_\_

P.O. to which changes will apply: \_\_\_\_\_

Schedule Changes:

\_\_\_\_\_  
\_\_\_\_\_

This Project Change Request is (circle):

Approved

Rejected

Signatures:

ImageNet Consulting Representative: \_\_\_\_\_

Customer Representative: \_\_\_\_\_

## Attachment D: Project Completion Form

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

I, \_\_\_\_\_ (Project Manager) agree that ImageNet Consulting has completed this project to the satisfaction of \_\_\_\_\_ (Company Name) and achieved every goal outlined in this Statement of Work in addition to any change requests that were made during the project. No further work will be done for Client in regard to this project, any additional requests will be detailed in a new document with a different project scope.

### AGREED TO:

Customer

ImageNet

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Authorized Representative Signature

Name:

Name:

Title:

Title:

Address:

Address: \_\_\_\_\_

Customer Contact:

Contact:

Email:

Email:

Telephone:

Telephone: