

SUBCONTRACT AGREEMENT

WORK ORDER

This Subcontract Agreement Work Order ("Work Order") is entered into this 5th day of August, 2003, between **Toyota Technical Center USA Inc** a MI company with its principal place of business at 1410 Woodridge, Ann Arbor, MI – 48105 ("Customer"), and **Intellibee Inc**, a Michigan corporation, with its principal place of business at 1952 Bloomfield Oaks Dr, W Bloomfield, MI 48324 ("Intellibee").

Subcontractor Personnel Assigned	Commence Date	Completion Date	Standard Rate
Anand S Kondrakunta	8/8/03	9/30/03\$	\$110/hour(all inclusive)

Services to be performed: reporting using nVision on PS Financial 8.4 data, document and train the users during implementation.

Terms unique to this project: none

General terms: This Work Order shall be governed by the terms of the Service Agreement between the parties dated 8/5/03.

Fed. Tax ID #: 38-3538456

Accepted:

Intellibee Inc ("Intellibee")

(Authorized Signature)

Name: Prasad Beesabathuni

Title: President

Date: _____

Accepted:

(Company)

(Authorized Signature)

Name: _____

Title: _____

Date: _____

Purchase Order : 3064025 For Contract Agreement : 6004285

Date : 02/15/2023

To :

Company Intellibee Inc
Contact Prasad Beesabathuni

Address 24001 ORCHARD LAKE RD
STE 180B
FARMINGTON, MI 48336



From :

Company City of Detroit
Contact Michelle McKenzie
Address COLEMAN A YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE , STE 1200
DETROIT, MI 48226

Phone

Fax

E-mail michelle.mckenzie@detroitmi.gov

This document has important legal consequences. The information contained in this document is proprietary of the City of Detroit. It shall not be used, reproduced, or disclosed to others without the express and written consent of City of Detroit.

This agreement between the City of Detroit and Intellibee Inc is authorized for binding commitment effective as of **15-FEB-2023**.

Chief Procurement Officer

Sandra Yu Stahl

Purchase Order : 3064025 For Contract Agreement : 6004285

Date : 02/15/2023



Purchase Order	3064025
Purchase Order Date	15/FEB/2023
Change Order	0
Revision	0
Contract Agreement	6004285
Purchase Order Amount	76,845.00 USD

Sold To **City of Detroit**
COLEMAN A YOUNG MUNICIPAL
CENTER
2 WOODWARD AVENUE , STE 1200
DETROIT, MI 48226

Supplier **Intellibee Inc**
Prasad Beesabathuni
24001 ORCHARD LAKE RD
STE 180B
FARMINGTON, MI 48336
(248)2502984

Bill To **FIN Acct Pay**
OFFICE OF THE CONTROLLERS -
ACCOUNTS PAYABLE
2 WOODWARD AVE. STE 644
DETROIT, MI 48226
UNITED STATES

Ship To **WBB 735 Randolph DWD**
WATER BOARD BUILDING
735 RANDOLPH
DETROIT, MI 48226
UNITED STATES

Notes USD = US Dollar

DWSD Only - SPO against Intellibee Contract 6004285 for temporary staffing for a Desktop Support Analyst, Anthony Abbott.

\$55/hour Term expires 2/16/24.

Receipt of this document, without written objection within 2 business days, constitutes acceptance of DWSD's terms and conditions. All written correspondence regarding this document must be sent to DWSD Procurement, 735 Randolph, Suite 1004, Detroit, MI 48226.

Vendors are NOT to exceed the dollar amount and/or period of time specified in the contract. Vendors are to email the Procurement Specialist if anyone attempts to authorize: (1) changes or (2) to exceed the financial limits of a contract or (3) to perform work without a purchase order / emergency authorization / LOI issued by DWSD Procurement. All invoices and correspondence must include the SPO and the relevant CPA reference (s), as applicable.

Procurement Specialist	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
Michelle McKenzie	2045970	Net 30	Account of Seller	Delivered	Lowest Cost Carrier

Line	Item	DeliveredTo	Price	Quantity	UOM	Ordered
1	DWSD Only - Information Technology requests a \$76,845 SPO against CPA 6004285 i (Intellibee).	MARTIN, MICHELLE	76,845.00			76,845.00

Date : 02/15/2023

3

Purchase Order : 3064025 For Contract Agreement : 6004285

Date : 02/15/2023

TERMS AND CONDITIONS

Last Updated August 26, 2022

Acceptance of this Purchase Order constitutes acceptance of the City of Detroit's Non-Technology General Terms and Conditions or Technology General Terms and Conditions, as applicable. The applicable general terms and conditions are located on the City's website at the URL below:

<https://detroitmi.gov/departments/office-chief-financial-officer/ocfo-divisions/office-contracting-and-procurement/city-general-terms-and-conditions>

Wayne County Airport Authority

Finance Department

Detroit Metropolitan Wayne County Airport
(734) 247-7061

Purchase Order

Fiscal Year 2024

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20230739-00

PO Expiration Date: 12/31/2023

SHIP TO

TECHNOLOGY SERVICES
Detroit Metropolitan Airport
11050 Rogell Drive #602
Detroit MI 48242

VENDOR

Intellibee Inc
400 Renaissance Center
Suite 2600
Detroit MI 48243

B
I
L
L

T
O

Wayne County Airport Authority
Airport Finance - Accounts Payable
11050 Rogell Drive #602
Detroit, MI 48242-1144

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
2482502984				20231227		734.955.3773	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
07/27/2023	6681	07/17/2023				TECHNOLOGY SERVICES - PO	
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	IT Staffing - Abu Sufyan 2023			1.0	EACH	\$82,368.000	\$82,368.00

Do Not Overship

Overshipment will not be paid for. Sold to Wayne County Airport Authority Tax
Free under Section 46 enrolled Act 173 of Michigan 1933
Tax # 82-0579904

VENDOR COPY

PO Total

\$82,368.00

STATEMENT OF WORK

For

SOW#: SFDC-3

Salesforce Issues and Enhancements

Submitted to



Submitted by



IntelliBee Inc

400 Renaissance Center, Suite 2600
Detroit, MI 48243

Aug 25th, 2021

Contents

1	Executive Summary	3
2	Service and Responsibilities of Vendor	4
2.1	Scope of Work	4
2.2	Out of Scope	4
3	Engagement Details	6
3.1	Implementation Timeline	6
3.2	Implementation Approach	6
3.3	Delivery Team Structure	6
3.4	Status Reporting and Communications Plan	6
3.5	Location of Work and Facilities	6
4	Responsibilities of ECIC	7
5	Investment and Payment Schedule	8
6	Signatures	9
	APPENDIX B: SOW Change Order Form	11

1 Executive Summary

IntelliBee is pleased to present the SOW for identified issue fixing and enhancement services, for Early Childhood Investment Corp (ECIC).

There are a lot of backlog items (both enhancements and issues) that have been identified in the use of the salesforce application by ECIC over the last couple of years. These backlog items are listed in the scope section of the SOW and are grouped into the following major functionality:

- SDI-148 Clock Issues
- SDI-145 Rebuild Visit Schema
- SDI-144 Rebuild Case Schema
- No Epic Issues Sprint 1
- No Epic Issues Sprint 2

Our Service Differentiators:

- We are very flexible and nimble to the customer needs and still applying Salesforce best practice and willing to partner going forward to supplement your team and your initiatives.
- We have local presence and public sector focus, with local Salesforce certified services, focusing on public sector and at a minimum of \$60 to \$80 dollars an hour less than appexchange vendors.
- Experienced Team in Salesforce services, project or people base, we have assembled a highly experienced and knowledgeable team to ensure the success of the work and application of Salesforce best practice.

Salesforce is only successful when users are willing to rely on it to enable their success. One reason company leaders neglect post implementation is that there is typically less budget available after the initial deployment. That's why it's important to set the expectation that you need to create the right Salesforce support team and support system in order to see long-term value. Considering new features that regularly become available, new products that are released, and ongoing changes required of the organization itself, it's no surprise that Salesforce requires ongoing post-implementation support and improvements. That is why we are proposing an ongoing partnership plan, as tasks and hours are identified and approved.

We are committed for the successful enhancements of the system.

8/25/2021

Prasad Beesabathuni, President, IntelliBee

2 Service and Responsibilities of Vendor

2.1 Scope of Work

The scope for this engagement relates to fixing/enhancing the following identified Epic/issues as detailed in JIRA.

Epic Name	Sub-Epic Category	Tasks
Clock Issues		Analyze SPSS Script, Process Builder, Historical MDE/CSV Data
		Note: Covers SDIs 25, 59, 61, 67, 69, 71, 139, 168
		Fix - Option 1: Small change to script, process builder, and/or schema
		Fix - Option 2: Remove script-based data changes, move into SFDC
Case Schema	Annualize Processes	Generalize moving Cases from one year to the next (SDI-19/90)
	Other Case Items	SDI-38 reSTART to match Billing Date
		SDI-36 Investigate Case status set to inactive improperly
		SDI-131 Monthly upsert, inactive > new, to clear dates
		SDI-172 Visual identifier for high-risk Cases
		SDI-109 Assignment Begin Date name change
		SDI-35 Case distance from home
		SDI 87 Auto-create Intake on status change
		SDI-92 Update Date fields on Account
	Task Tracking	Investigate automatically closing tasks based on Case Statuses
		Note: Covers SDIs 7, 70, 115, 116 -- Jeff to get feedback from coaches
Visit Schema	Visit Date	SDI-9 Fix Visit Date auto-population issue
	Schema Redesign	Rebuild Visit schema (H&S and Intake object)
		Note: Combination of consulting and Jeff implementing
Non-Epic Items	Questions	SDI-122 Scroll issue (Need more info)
		SDI-174 Text area bigger (char count or size?)
		SDI-31 Question related record sorting
	Miscellaneous	SDI-96 Review address shown on events
		SDI-137 Review process for setting Contacted Status
		SDI-161 Removing children not billed (Jeff building this)
Migration Spill-Over	Data and UX Fixes	Rebuilding S-Docs
		Moving archived tasks/events
		Resolving UX gaps for LEP coaches

The details for the issues and enhancements can be found in JIRA.

2.2 Out of Scope

Anything not specifically documented in the scope section of the SOW is out of scope. Some of the known items that are out of scope are:

- Zoom integration.
- s-docs integration

- working with MDE reports & integration with salesforce.
- Additional Architect hours

The following JIRA items will be fixed by ECIC

SDI-37 "Upcoming Cases" dashboard mod

SDI-103 Add "Days at this status" to report/dashboard

SDI-41 Show null Visit Date on report

SDI-173 Rename field, remove "/declines"

SDI-169 Visit Failed picklist default

SDI-64 Irma copy/paste issue (Jeff to close)

SDI-161 Removing children not billed (Jeff building this)

3 Engagement Details

3.1 Implementation Timeline

The support will start immediately after the SOW is signed. All development and unit testing will be complete by 9/30/21. There could be some UAT and finalization beyond the fiscal year.

A high-level project plan will be provided at the beginning of the assignment.

3.2 Implementation Approach

The items listed in the scope will be fixed/enhanced using an agile methodology. We will first enhance or fix the problems identified in the “new” sandbox and move it the new UAT. We will create any required test scripts for code coverage purposes.

3.3 Delivery Team Structure

- Part time **project co-ordinator/manager**: to co-ordinate the project status and approval of hours and billing.
- part time Salesforce architect.
- 2 Salesforce admin's
- Salesforce developer

3.4 Status Reporting and Communications Plan

- We will have a twice a week status reporting for the project and as calls as needed.

3.5 Location of Work and Facilities

All work can be performed remotely from IntelliBee offices. We plan to use remote video session for the meetings from our offices.

4 Responsibilities of ECIC

ECIC will:

- (a) Based on the need a full or partial sandbox will be used.
- (b) Create a high-level test cases to test the data
- (c) Test thoroughly
- (d) Need users to test it in UAT before moving to production.
- (e) Approve the deliverables in a timely manner and schedule/conduct requirement sessions.
- (f) Based on the templates provided develop requirements documents and FDD documents.
- (g) Will provide access to development and on a need basis to production environment. Give access to all tools.
- (h) Will test and move approved code from test to prod environment.

5 Investment and Payment Schedule

- Investment for the enhancements or fixing the issues by functionality is as follows:

Total for the project for fixing the in scope items is: \$51,310.00, Discounted 5%, to **\$48,744.50**

- IntelliBee shall invoice 20% of the amount every 2 weeks to AccountsPayable@ecic4kids.org. Payments will be made by ECIC within 15 days of the invoice date.
- Final invoice will be submitted to ECIC no later than October 8, 2021.

6 Signatures


Vendor agrees to provide the Services described in this SOW provided ECIC accepts this SOW, without modification, by signing in the space below.

Each Party agrees that the complete Agreement between us for these Services consists of 1) this SOW and 2) the Agreement.


Agreed to and Accepted:

IN WITNESS WHEREOF, the parties have executed this SOW through their authorized representatives.

CLIENT: ECIC


By: _____
Name: Dawne Bell
Title: Chief Executive Officer
Date: 8/30/2021

VENDOR: IntelliBee


By: : _____
Name: Prasad Beesabathuni
Title: President
Date: 8/3/2021

APPENDIX A: SOW Change Control Procedure

The following provides a detailed procedure to follow if a change to this SOW is required.

- A SOW Change Order (“CO”) is the vehicle for communicating change. The CO must describe the change, the rationale for the change and the effect the change will have on the SOW.
- The Designated Contact of the requesting Party will review the proposed change and determine whether to submit the request to the Designated Contact of the other Party.
- Both Designated Contacts will review the proposed change and approve it for further review or reject it. Vendor will specify charges if any for such review. If the review is authorized, the Designated Contacts will sign the CO which will constitute approval of the review charges, if any. Vendor will invoice ECIC for any such charges. The review will determine the effect that the implementation of the CO will have on price, schedule, and other terms and conditions of the SOW.
- Both Designated Contacts and the authorized ECIC representative must agree in writing to authorize the implementation of the approved changes.
- A sample SOW Change Order Form is attached as Appendix B.

APPENDIX B: SOW Change Order Form

SOW Version/Change Order Number: (Insert #)

ECIC Independent Consulting Services Agreement Number: (Insert Number_) **Original**

SOW Number: (Insert SOW #)

This SOW ("SOW") Change Order defines the modifications to the SOW and is agreed to by ECIC ("ECIC") and IntelliBee Inc. ("Vendor") under the terms and conditions of the Independent Consulting Services Agreement.

Project Name: (Insert Project Name)

Requested by: (Insert Name of Requester)

Each of us agrees to modify the referenced SOW and any applicable terms as follows:

1. **Description of Change:** Detail any applicable changes with regard to hours, resources, timing, scope, etc. in relation to the original SOW and its Change Orders.
2. **Schedule:** Enter start and end date
3. **Fixed/Volume Price:** Total Change Order fixed price fees are \$ amount which include any travel and living expenses. No increases will be authorized without an approved Change Order signed by ECIC.

All other terms and conditions of the SOW will remain unchanged.

Agreed to and Accepted:

CLIENT: ECIC

VENDOR: IntelliBee

By: _____

By:: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

BALTIMORE COUNTY PUBLIC SCHOOLS

Verletta White ♦ Interim Superintendent ♦ 6901 North Charles Street ♦ Towson, MD ♦ 21204

September 7, 2018

To: Various Vendors

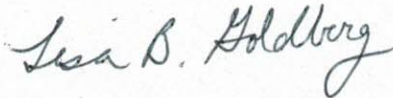
Dear Provider:

Enclosed for your records is an executed copy of the contract for bid # JMI-618-18:
Information Technology Staffing Services.

Thank you very much for working with the Baltimore County Public Schools. If you have any questions regarding the above, please contact me at:

6901 Charles Street, Building E
Towson, MD 21204
Phone: 410-887-4334
Fax: 410-887-7831
Email: lgoldberg2@bcps.org

Sincerely,



Lisa B. Goldberg, Purchasing Assistant
Office of Purchasing

c: Contract File
Shari Laun, Project Manager (via e-mail)

BOARD OF EDUCATION OF BALTIMORE COUNTY
Towson, Maryland 21204

SERVICES CONTRACT AGREEMENT
JMI-618-18-030
INFORMATION TECHNOLOGY STAFFING SERVICES

1.0 This Agreement is made and entered into by and between the Board of Education of Baltimore County, Maryland on behalf of Baltimore County Public Schools (hereinafter the "Board" or "BCPS") and Intellibee Inc., 400 Renaissance Center, #2600, Detroit, MI 48243 (hereinafter the "Vendor"), which is duly authorized to do business in the State of Maryland. This Agreement is authorized by the Board on the 10th day of July, 2018 and shall become effective on the last signature date set forth below. In consideration of the mutual premises contained herein, the parties agree as follows:

2.0 Incorporation of Bid Documents

2.1 The terms and conditions set forth in the Invitation for Bids – solicitation for "Information Technology Staffing Services", (JMI-618-18), which was issued on April 5, 2018 and opened on May 3, 2018, including any Addenda thereto, the bid of the Vendor, and any Purchase Order(s) subsequently issued (collectively, the "Solicitation Documents") are incorporated in this agreement.

2.2 As stipulated within the herein referenced solicitation, Vendor shall provide the Board with the following services on an as-needed basis:

Skilled labor to perform programming and technology support services.

3.0 Order of Precedence

In the event of conflict between this Agreement and the Solicitation Documents, the terms of this Agreement shall govern. Unless otherwise stated herein, Vendor's terms and conditions, proposal, or any other documentation issued by Vendor is expressly excluded from this Agreement. If the conflict cannot be resolved by reference to the substantive terms of this Agreement, the parties intend that the following order of precedence shall apply in interpreting their Agreement:

- .1 This Agreement;
- .2 The BCPS solicitation documents; then
- .3 Any BCPS Purchase Order.

4.0 Responsibilities of the Vendor

For the purposes of this contract the Vendor shall provide the following:

4.1 Provide all services per the requirements as set forth in the "Solicitation

7.2.2 Invoices shall be itemized and should fully describe the services provided.

7.2.3 After review and approval, the invoices shall be submitted to the Office of Accounting for payment.

8.0 Taxes

Materials which are incorporated into work under formal or informal contracts are not exempt from the Maryland State Sales or Use Tax. Vendor shall be responsible for paying such taxes when purchasing materials.

9.0 Vendor's Representations and Warranties.

The Vendor hereby warrants and represents that the professional services provided under this Agreement shall be performed competently and with due diligence, care and skill, and in accordance with all applicable laws, codes, ordinances and regulations. Breach of this warranty constitutes a material breach of the Agreement.

10.0 Assignment

The Vendor shall not assign or transfer the Vendor's interest or obligation under this Agreement to any third party, without the prior written consent of the Board. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer, elected official of the Board, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.

11.0 Delegation of Duties

The Vendor shall not delegate the Vendor's duties under this Agreement without prior written consent of the Board.

12.0 Integration

This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.

13.0 Fee Prohibition

The Vendor warrants and represents that he/she has not employed or engaged any person or entity to solicit or secure this Agreement, and that he/she has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of this Agreement.

property. Violation of this provision may result in immediate Termination for Cause.

- 16.2 Additionally, in accordance with Md. Ed. Code Ann., §6-113 (b), the Vendor and any of its subcontractors will not knowingly assign any employee to work on school premises with direct, unsupervised and uncontrolled access to children, if that employee has been convicted of a crime identified in Md. Ed. Code Ann., §6-113(a).

17.0 Financial Disclosure

The Vendor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reached \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

18.0 Political Contribution Disclosure

The Vendor shall comply with the provisions of the Election Law Article §§14-104 through 14-108 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$100,000 or more, shall file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election, as required by §14-104.

19.0 Retention of Records

The Vendor shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by BCPS hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of BCPS or designed, at all reasonable times.

20.0 Compliance with Specifications

- 20.1 The Vendor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications as described.

or impair any rights or claims of BCPS to damages for the breach of any covenant of the contract by the Vendor.

23.2.1 Should the Vendor fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond their control, including but not limited to Act of GOD, war, flood, governmental restrictions or the inability to obtain transportation, BCPS reserve the right to purchase these in the open market, or to complete the required work and receive liquidated damages as specified in this document.

23.2.2 Should the Vendor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond their control, including but not limited to Act of GOD, war, flood, governmental action or the inability to obtain transportation, BCPS reserve the right to withdraw these from the operation of this contract without incurring further liabilities.

23.3 BCPS reserves the right to issue Blanket Purchase Orders to encumber, i.e. make available without obligating to spend, certain monies for Vendor's services. The Blanket Purchase Order dollar value does not in any way represent a guarantee of potential contracts, jobs, work assignments or monies during the course of the contract. The allocation of funds is at the discretion of BCPS.

24.0 Termination

24.1 Termination for Non-Appropriation of Funds: BCPS may terminate this contract, in whole or in part due to insufficient funding with thirty (30) calendar days written notice to the Vendor. BCPS shall pay for all of the purchases, if any incurred up to the date of the termination notice.

24.2 Termination for Default: When the Vendor has not performed or has in the sole opinion of the Board unsatisfactorily performed the contract, payment shall be withheld at the discretion of BCPS. Failure on the part of a Vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Vendor is not entitled to any costs incurred by Vendor up to the date of termination.

24.3 Termination for Convenience: BCPS has the right to withdraw from the terms of the contract, without showing cause, by providing thirty (30) calendar days written notice to the Vendor. BCPS shall pay all reasonable costs incurred by the Vendor up to the date of termination. The Vendor shall not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. The Vendor agrees that the Vendor does not have a right to termination for convenience.

employer's liability insurance from the Chesapeake Employers Insurance Company.

27.0 Indemnification

The Vendor will, at its sole cost and expense, indemnify and hold the Board, its agents, employees, attorneys and representatives harmless from all claims, liens or demands that result in losses, liabilities, defense costs and expenses (including, but not limited to attorney's fees) under the terms of this contract.

28.0 Notices

Any notices required to be given under this Agreement shall be given, in writing, to the attention of the person identified below. Notice will be deemed to have been given when: it has been placed in the hands of the addressee, or it has been placed in the U.S. Mail, postage prepaid, certified and return receipt requested.

To the Board:
Manager, Office of Purchasing
Baltimore County Public Schools
6901 Charles Street, Building E
Towson, MD 21204

To the Vendor:
Intellibee Inc.
Prasad Beesabathuni, President
400 Renaissance Center, #2600
Detroit, MI 48243
prasad@intellibee.com

29.0 Governing Law and Venue

This Agreement is subject to and will be construed and interpreted under the laws of the State of Maryland. All lawsuits arising out of this Agreement must be filed in the appropriate state court located in Baltimore County, Maryland.

30.0 Waiver of Jury Trial

The Vendor and Board hereby waive trial by jury in any action or proceeding to which the Board and/or the Vendor are parties arising out of or in any way pertaining to this agreement. It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not parties to this agreement. This waiver is knowingly, willingly and voluntarily made by the Board and the Vendor and the Board and the Vendor hereby represent and warrant that no representations of fact or opinion have been made by an individual to induce this waiver of trial by jury or to in any way modify or nullify its effect. The Board and the Vendor further represent and warrant that they have been represented or have had the opportunity to be represented, in the signing of this agreement and in the making of this waiver by legal counsel, selected of their own free will, and that they have had the opportunity to discuss this waiver with counsel.

31.0 Confidential Information/Proprietary Rights

34.0 Multi-Agency Participation

- 34.1 BCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/Vendor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.
- 34.2 Each participating jurisdiction or agency shall enter into its own contract with the Award Vendor(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Vendor. BCPS does not assume any responsibility other than to obtain pricing for the specifications provided.

35.0 Non-hiring of Employees by Vendor or BCPS

- 35.1 No employee of the BCPS or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the BCPS or any unit thereof.
- 35.2 No employee of the Vendor or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the Vendor or any unit thereof.


36.0 Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion

- 36.1 Vendor certifies, by the signing of this contract, that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Local government department or agency.

IN WITNESS WHEREOF, the parties have executed this Agreement on the last signature date set forth below.

Accepted by:

Intellibee Inc.

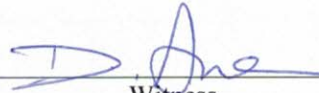


Signature

Prasad Beesabathuni / President
Name/Title

8/1/18
Date

Date

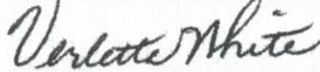


Witness

ARUNA DAVULURI

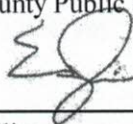
Accepted by:

BOARD OF EDUCATION OF BALTIMORE COUNTY



8/30/18
Date

Verletta White
Interim Superintendent
Baltimore County Public Schools



8/30/18
Date

Edward J. Gilliss
Chair
Board of Education of Baltimore County

APPROVED FOR LEGAL FORM AND SUFFICIENCY*

(Subject to Execution by a Duly Authorized
Superintendent and Chair of the Board
of Education of Baltimore County)



OFFICE OF LAW

*Approval of Legal Form and Sufficiency
Does not Convey Approval or Disapproval
Of the Substantive Nature of this Transaction.
Approval is Based Upon Typeset Document-
All Modifications Require Re-Approval.



Department of Administrative Services

Purchasing and Contracts

500 S Grand Central Pky 4th Fl • Box 551217 • Las Vegas NV 89155-1217
(702) 455-2897 • Fax (702) 386-4914

Les Lee Shell, Chief Administrative Officer
Adleen B. Stidhum, Assistant Director

September 20, 2018

Prasad Beesabathuni
INTELLIBEE, INC.
400 Renaissance Center, Suite 2600
Detroit, MI 48243

TELEPHONE NO. (313) 586-4100
FAX NO. (313) 586-4114

RE: RFQ NUMBER 604842-18; CONTRACT FOR IT TIER 1 PROFESSIONAL SERVICES

Mr. Beesabathuni:

On September 18, 2018, the Board of County Commissioners, approved the recommendation of award of the above-referenced contract to your company contingent upon submission of the required insurance.

You are requested to furnish to Clark County, within **10 (ten) business days** from receipt of this notice a Certificate of Insurance (in strict accordance with the attached sample). **Please note that all bulleted requirements are contractual and must be included in the insurance documentation for it to be acceptable.**

1. A Certificate of Commercial General Liability Insurance in the amount of \$1,000,000.
 - **A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability.** A statement on the certificate does not confer rights to the certificate holder in lieu of such endorsement.
 - **The General Liability policy must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. A separate copy of the waiver of subrogation endorsement must be provided.**
 - **All deductibles and self-insured retentions shall be fully disclosed and entered on the Certificate of Insurance and may not exceed \$25,000. If the deductible is "zero" it must still be referenced on the certificate.**
 - **Both the NAIC Numbers and AM Best Key Ratings of all insurance carriers shall be fully disclosed and entered on the Certificate of Insurance. EXAMPLE: 12345 A+ XVII.**
 - **The General Liability Aggregate must be applied on a "per Project" basis.**
2. A Certificate of Automobile Liability Insurance in the amount of \$1,000,000.
 - **A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies.** A statement on the certificate does not confer rights to the certificate holder in lieu of such endorsement.
 - **All deductibles and self-insured retentions shall be fully disclosed and entered on the Certificate of Insurance and may not exceed \$25,000. If the deductible is "zero" it must still be referenced on the certificate.**
 - **Auto Insurance must specify any auto. In lieu of "any auto" a combination of "scheduled", "hired" and "non-owned" auto is acceptable.**
3. A Certificate of Professional Liability Insurance in the amount of \$1,000,000.

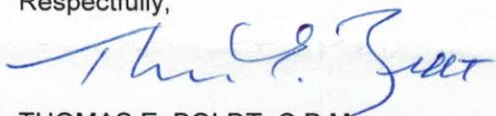
BOARD OF COUNTY COMMISSIONERS

STEVE SISOLAK, Chairman • CHRIS GIUNCHIGLIANI, Vice Chair
SUSAN BRAGER • LARRY BROWN • JAMES B. GIBSON • MARILYN KIRKPATRICK • LAWRENCE WEEKLY
YOLANDA T. KING, County Manager

4. A Certificate of Workers' Compensation Insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada.

Please return the above requested insurance information to the attention of **Leslie Lamoya**, Senior Office Specialist, Clark County Purchasing and Contracts Division at llamoya@clarkcountynv.gov. You will be issued a Letter of Award and a copy of the contract document when the insurance is returned in a format that is acceptable to Clark County.

Respectfully,

A handwritten signature in blue ink, appearing to read "Thomas E. Boldt", is written over a horizontal line.

THOMAS E. BOLDT. C.P.M.
Senior Purchasing Analyst

/ll

Attachments

cc: Michael Lane, Information Technology
Dan Athey, Information Technology
Julie Black, Information Technology

EXHIBIT B

I.T. TIER 1 PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, SERVICE PROVIDER SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** SERVICE PROVIDER shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after COUNTY'S written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.
- B. **Best Key Rating:** COUNTY requires insurance carriers to maintain during the Contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Owner Coverage:** COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. SERVICE PROVIDER'S insurance shall be primary as respects COUNTY, its officers and employees.
- D. **Endorsement/Cancellation:** SERVICE PROVIDER'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically SERVICE PROVIDER'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance. ***Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000. *If the deductible is "zero" it must still be referenced on the certificate.*
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Exhibit, SERVICE PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. ***A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- H. **Automobile Liability:** Subject to Paragraph F of this Exhibit, SERVICE PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by SERVICE PROVIDER and any auto used for the performance of services under this Contract. ***A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- I. **Professional Liability:** SERVICE PROVIDER shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of COUNTY.
- J. **Homeowner's:** SERVICE PROVIDER shall obtain and maintain homeowner's insurance which includes personal liability of no less than \$300,000 per occurrence.
- K. **Workers' Compensation:** SERVICE PROVIDER shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a SERVICE PROVIDER that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that SERVICE PROVIDER has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

- L. **Failure To Maintain Coverage:** If SERVICE PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order SERVICE PROVIDER to stop the work, declare SERVICE PROVIDER in breach, suspend or terminate the Contract.
- M. **Additional Insurance:** SERVICE PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.
- N. **Damages:** SERVICE PROVIDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by SERVICE PROVIDER, their subcontractors or anyone employed, directed or supervised by SERVICE PROVIDER.
- O. **Cost:** SERVICE PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- P. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155
- Q. **Insurance Form Instructions:** The following information must be filled in by SERVICE PROVIDER'S Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
 2. SERVICE PROVIDER'S name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Damage to Rented Premises (\$N/A) Not Applicable
 - (F) Medical Expenses (\$N/A) Not Applicable
 - (G) Personal & Advertising Injury (\$1,000,000)
 - (H) General Aggregate (\$2,000,000)
 - (I) Products - Completed Operations Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Professional Liability
 - (N) Policy Number
 - (O) Policy Effective Date
 - (P) Policy Expiration Date
 - (Q) Aggregate (\$1,000,000)
 8. Homeowner's Liability (Per Occurrence) NOT APPLICABLE TO THIS EFFORT
 - (R) Policy Number
 - (S) Policy Effective Date
 - (T) Policy Expiration Date
 - (U) Aggregate (\$N/A)
 9. Description: CBE or RFP Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 10. Certificate Holder:
 Clark County, Nevada
 c/o Purchasing and Contracts Division
 Government Center, Fourth Floor
 500 South Grand Central Parkway
 P.O. Box 551217
 Las Vegas, Nevada 89155-1217
 11. Appointed Agent Signature to include license number and issuing state.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

1. INSURANCE BROKER'S NAME
ADDRESS

CONTACT
NAME:PHONE
(A/C No. Ext): BROKER'S PHONE NUMBERFAX
(A/C No.): BROKER'S FAX NUMBERE-MAIL
ADDRESS: BROKER'S EMAIL ADDRESS

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED

2. SERVICE PROVIDER'S NAME
ADDRESS
PHONE & FAX NUMBERS

INSURER A:

3.

INSURER B:

INSURER C:

COMPANY'S
BEST
KEY
RATING

INSURER D:

INSURER E:

INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
4.	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		<input checked="" type="checkbox"/>	(A)	(B)	(C)	EACH OCCURRENCE \$(D) 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$(E) N/A MED EXP (Any one person) \$(F) N/A PERSONAL & ADV INJURY \$(G) 1,000,000 GENERAL AGGREGATE \$(H) 2,000,000 PRODUCTS - COMP/OP AGG \$(I) 2,000,000 DEDUCTIBLE MAXIMUM \$ 25,000
5.	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		<input checked="" type="checkbox"/>	(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident) \$(M) 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ DEDUCTIBLE MAXIMUM \$ 25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				WC STATU- TORY LIMITS OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - E.A. EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE \$(Q) 1,000,000
8.	HOMEOWNER'S LIABILITY			(R)	(S)	(T)	LIMIT (PER OCCURRENCE) \$(U) N/A

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

9. CBE NO. 604842-18; I.T. TIER 1 PROFESSIONAL SERVICES.

10. CERTIFICATE HOLDER**CANCELLATION**

CLARK COUNTY, NEVADA
C/O PURCHASING AND CONTRACTS DIVISION
GOVERNMENT CENTER, FOURTH FLOOR
500 S. GRAND CENTRAL PARKWAY
P.O. BOX 551217
LAS VEGAS, NV 89155-1217

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

11. AUTHORIZED REPRESENTATIVE

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME:

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.