

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the State of Texas this ____ day of ____, 20__, by and between the City of North Richland Hills, a municipal corporation ("City"), and Sciens LLC ("Consultant"), individually referred to herein as a "party" and collectively referred to herein as the "parties."

WHEREAS, the City desires to hire the Consultant to perform certain consulting services specified herein; and

WHEREAS, the Consultant represents that the Consultant and/or the Consultant's personnel have the qualifications and experience to properly perform such services:

NOW, THEREFORE, the City and the Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish the City with professional consulting services to conduct a needs assessment, development of a request for proposals (RFP) and provide project manager services in the selection of a new Enterprise Resource Planning solution, as more particularly set forth in "**Exhibit A,**" Scope of Work, attached hereto and incorporated by this reference in full herein.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, the Consultant may determine the method, details, and means of performing the services described herein.

3. Standard of Performance

Consultant agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in the performance of similar consulting services.

4. Non-Exclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with or conflict with services to be performed for the City in accordance with Section 22 herein.

5. Coordination of Services

All services are to be coordinated with the Assistant City Manager or designee ("Project Manager") and shall be performed under the general direction of the Project Manager.

6. Place of Work

Consultant shall perform the services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Principal in Charge

Consultant will designate one of its Partners as its principal-in-charge and person responsible for necessary coordination with Project Manager.

8. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement.

9. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform its services. Project Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

10. Term of Agreement

This Agreement shall begin upon the last day executed by an authorized representative of each party and shall continue until completion of all services in accordance with Exhibit A, Scope of Work, but not later than one year from the last date of execution (the "Term"). The parties may mutually agree in writing to extend the Term for up to six (6) months.

11. Termination

a. This Agreement may be terminated by City for any reason if an authorized representative of City notifies Consultant, in writing, of Project Manager's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or receipt of mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant up through the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant for any reason if Consultant notifies an authorized representative of City, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or receipt of mailing of such notice. Consultant shall be obligated to complete any assignments or tasks accepted by Consultant prior to the date of termination.

12. Compensation and Acceptance of Deliverables

a. City agrees to pay Consultant in a not-to-exceed amount for services, including expenses, provided under this Agreement at rates provided in "**Exhibit B,**" Project Costs, attached hereto and incorporated by this reference in full herein.

b. Consultant shall verify the quality of each deliverable before submitting to the City for review and approval. The City will review all deliverables to determine their acceptability and signify acceptance in writing. If City rejects the submission, it will notify the Consultant in writing as soon as the determination is made listing the specific reasons for rejection. The Consultant shall have ten (10) days to correct any deficiencies and resubmit the corrected deliverable. Payment to the Consultant shall not be authorized unless the City accepts the deliverable in writing. The City's acceptance will not be unreasonably withheld. The parties may mutually agree to submit and accept all deliverables individually or by completion of each Phase.

c. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services.

d. Consultant shall provide Project Manager with a completed Request for Taxpayer Identification Number and Certification as issued by the Internal Revenue Service (IRS Form W-9).

e. If any sales tax is due for services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

13. Method of Payment

a. City agrees to pay Consultant for the completion of each work element as identified in the Exhibit B, Project Costs, attached hereto and incorporated by this reference in full herein.

14. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such services.

15. Non-Appropriation of Funds

Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

16. Records

a. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Project Manager as soon as possible, but not later than ten days, copies of all of the project deliverables at no additional cost to City. Consultant may retain copies of these documents for archival purposes; however, all documents created for purposes of providing services under this Agreement shall be owned by City, except any documents Consultant may mark as proprietary, and distributed in accordance with Section 17 herein.

b. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. To the extent permitted by law, City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

17. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Project Manager.

18. Indemnity

Consultant agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf would be held strictly liable.

19. Insurance

a. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit C, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of any services, file with the Risk Manager and the City Secretary, evidence of insurance coverage as specified in "**Exhibit C.**" Evidence of insurance coverage shall be forwarded to the Risk Manager and the City Secretary, addressed as specified in Exhibit C.

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

20. Independent Contractor

a. City and Consultant agree that in the performance of the services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

21. Consultant Not Agent

Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

22. Conflict of Interest

Consultant shall promptly inform Project Manager of any contract, agreement, arrangement, or interest that Consultant may enter into or have during the performance of this Agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Consultant's or Consultant's clients' interest in land that might be affected by the services. Consultant shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

23. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of City, or its authorized representative, which consent may be withheld for any reason.

24. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

25. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of Texas, and City of North Richland Hills.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

26. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the reasonable control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, tornado, earthquakes, or other disasters.

27. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

28. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Tarrant County, Texas.

29. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Consultant pursuant to this Agreement.

30. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

31. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

32. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

33. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the services rendered or the amount of Consultant's compensation, the dispute may be submitted to arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

34. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

35. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

36. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Sciens LLC, 5900 South Lake Forest Drive, Suite 300, McKinney, Texas 75070.

Any notices to City may be delivered personally or by mail addressed to City of North Richland Hills, located at 4301 City Point Drive, North Richland Hills, Texas 76180, attention Mark Hindman, City Manager, with a copy to the City Attorney at the same address.

37. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both an authorized representative of City and Consultant.

38. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

EXECUTED this ____ day of _____, 20__.

CITY OF NORTH RICHLAND HILLS, TEXAS

By: _____
Mark Hindman
City Manager

SCIENS, LLC

By: _____
Stephen Gousie
Partner

ATTEST:

By: _____
Alicia Richardson
City Secretary

APPROVED TO FORM AND LEGALITY:

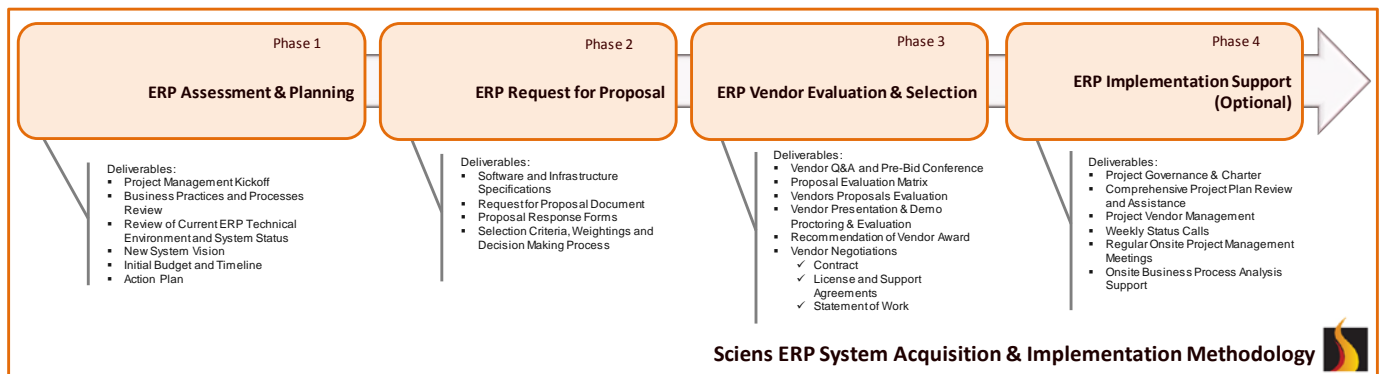
By: _____
Maleshia B. McGinnis
City Attorney

Exhibit A

Scope of Work

Project Phases

The project is conducted using the City's administrative work processes as the guide. Each process is examined for opportunities such as extra steps, signatures, paper generation, duplicate entry and repetitive work. The four phases of our methodology are shown below.



Phases 1-3 involves the assessment of the current environment, development of an RFP, selection and contract negotiations with a chosen vendor. **Phase 4** involves optional assistance services with implementation. Each of the four phases are described in more detail below.

Phase 1 – ERP Assessment & Planning

The focus for this phase of the project is on understanding the business context for the system replacement, examining current business practices and processes that need to be maintained or updated, and development of a preliminary budget and timeline for the project.

In Phase 1, we examine:

- Reliability of data, queries and reports
- Possible use of ancillary technologies to automate functions, such as: bar coding in inventory control and field automation for data entry/retrieval
- Use of geo-data for address entry/lookup and validation to minimize data entry errors
- Areas of the processes that are subjected to high rates of error due to such things as: open text entry and lack of required field as part of the workflow
- Ability of the current technology to support digital government and self-service transactions, including reporting and dashboarding.



In addition, we examine the business case for and make recommendations to the City regarding possible ERP delivery models: on-premise, cloud and hybrid methods, specifically:

- On-Premise: On-premise delivery models assume that businesses license ERP software and install it on computers at their location. ERP software users are responsible for buying computer hardware and software for these solutions. They are also responsible for applying any software upgrades, patches or fixes provided by the software vendor.
- Cloud Delivery: Cloud delivery models allow the software user to use application software on another firm's computing equipment; in the case of some ERP vendors, it runs on their system in their data center. Pricing for these solutions is often done on a monthly basis and may scale up or down based on a customer's usage of the product. This environment also means that software users do not have to perform software maintenance and upgrade activities with their own internal staff. This could save some Cities from needing to hire additional IT personnel to support their ERP software.
- Hybrid Solution: In a hybrid environment, a software vendor can offer multiple methods for deploying the software. It can be used on-premise, hosted on the vendor's cloud or on another firm's cloud. These solutions may also possess the flexibility to go from on-demand to on-premise (and in some cases back to on-demand) to give you the ability to bring an application in-house should they anticipate the need to make modifications that exceed the capabilities of the standard cloud offering. In addition, a vendor could offer certain of its modules (e.g., general ledger) as an on-premise application while other applications (e.g., citizen relationship management) are offered as hosted or on-demand solutions. These products are often designed to work together even though some ERP functionality and data may reside on the customer's data center while other data and functionality resides on a cloud environment.

From this information, we establish business requirements for the system and a budget for the system, including hardware, software, training, business process reengineering, and other professional services. Once a budget has been established, we examine possible payment choices for the City, i.e., buying, leasing, or subscription (Cloud-based option only).

Finally, we work with the City to ensure that the project has an effective project governance structure, a balanced team representing the major functional areas that will be involved in the system definition and selection.

Specifically, this phase involves the following activities:

- City Strategic Direction / Goals – Working with City Management and the key stakeholders of the new system (e.g., Finance Director), Sciens gains an understanding of the City's strategic direction and goals, and how the new system would help to further that direction. We assist in the creation of a vision for the new system and definition of goals the City wants to achieve through implementation. The vision includes an examination of options for delivery and payment for the new system.

- Business Practices and Process Review – We meet with cross-functional teams consisting of Department representatives knowledgeable in their portion of the business processes typically automated by current, Municipal Operations and Public Safety systems.

During these meetings, we capture:

- Workflow limitations of the existing system
 - Transaction volumes to be supported by the new system
 - Interfaces of the current system which translate into functionality that needs to be supported by the new system
 - Perform an overall SWOT Analysis (Strengths, Weaknesses, Opportunities, Threats) of current practices and processes.
- Infrastructure & Applications Architectures Review – We meet with the IT Department to discuss the existing infrastructure architecture, including network and servers, and applications architecture so that we can develop specifications that work within the existing environment. This is done in order to minimize the disruptive effect on the technical environment as well as minimize the technical support required by the new system.
- Integration Requirements – During both business practice/process and IT Department discussions, we examine the systems that are currently integrated to the SunGard HTE system and look for opportunities to improve the efficiency of the environment by including them in the specifications for the replacement system. However, there will be some functional requirements that are more effectively or efficiently delivered through third party systems, or other systems with which data must be exchanged (e.g., the Bank). We identify these systems to understand the interface requirements (e.g., data type, one way vs. bi-directional) so that they can be included in the RFP.
- System Support Requirements – Assess the function and operations performed to support the current system based on interviews with the IT staff and end-user support staff, including:
 - The ability of the application to support technical services, such as workflow changes
 - Third party vendor interaction within the overall support structure
 - User involvement, control and segregation of duties between IT and user departments for configuration changes.
- Initial Budget and Timeline Development – Based on Sciens' experience at acquiring and implementing ERP systems, and using the requirements gathered during the Needs Assessment, we develop an initial budget for a replacement system that includes the required modules, interfaces, hardware and services. This data is presented in the form of a range of high and low-cost estimates. In addition, Sciens will work collaboratively with the City to develop a preliminary timeline for implementation of the system.

- Action Plan – Sciens produces an Action Plan at the conclusion of this phase, documenting the City’s vision for the new system, infrastructure and application architectural requirements, integration requirements, system support requirements, and the initial budget and timeline for use in the City’s FY2019 budget planning. In addition, Sciens develops a SWOT Analysis of the City’s current business practices and processes, including recommendations for ones to be targeted for change with the new system.
- Status Meeting & Reporting – Throughout the phase, Sciens keeps the City’s project manager informed regarding progress being made towards milestones, as well as alerting the project manager as to whether there are any obstacles towards meeting the City’s timeline for selection of a new ERP system. Project team discussions and updates can occur as frequently as needed via GoToMeeting, or in person as required by the City. Sciens recommends these meetings occur weekly throughout this phase, and on an ad hoc basis as needed. Minimally, formal presentations to the Project Team during this phase occur at the start of the project and with the delivery of the Action Plan.

The deliverables for Phase 1 are:

- Kickoff
- End User Satisfaction Survey
- Business Practices and Processes Review
- Review of Current ERP Technical Environment and System Status
- New System Vision
- Initial Budget and Timeline
- SWOT Analysis
- Action Plan
- Project Management & Status Reporting

Phase 2 – ERP Requests for Proposal

In Phase 2, we assist the City with the development of two Requests for Proposals, one for the Municipal Operations System and the other for the Public Safety System; and, we will work with Purchasing to see them released to the marketplace.

Sciens develops detailed technical specifications utilizing the inputs from the Needs Assessment & Planning phase. Once the specifications have been reviewed by the City, they are compiled with response documents into a request for proposal (RFP). The RFPs are issued by the City to the marketplace. In addition, Sciens develops a Vendor Evaluation Matrix to be used throughout the evaluation phase. Specifically, this phase involves the following activities:

- Software and Infrastructure Technical Specifications – Specifications are compiled using inputs from the interviews conducted in Phase 1. Specifications include software (functional) specifications grouped by major components of the systems:



Finance, Human Resources, Planning & Development, CRM, Asset Management; In addition, infrastructure specifications (hardware and architecture) are created to describe the City's overall technical requirements (e.g., system architecture, network infrastructure, desired database and compatibility, servers and data storage, system backup and interfaces, security, scalability, reliability/stability, configuration flexibility, and centralized management).

Once the City has had the opportunity to review the specifications, Sciens will conduct conference calls via GoToMeeting with the reviewers to discuss any specifications that need to be deleted, reworded or added.

- Refine Estimated Budget & Timeline – Throughout the project, Sciens reexamines the estimated budget and timeline using available inputs. Within the context of this phase, this will be done as part of the Vendor Evaluation Matrix (below) development in order to provide the City with the most accurate estimate using the available vendors' inputs.
- RFP Development & Release – Once the specifications have been developed, an RFP narrative section is developed. This describes the City's current environment, the vision the City has for the new system, and specifically what the City is looking for. In addition to the RFP narrative, proposal response forms are developed. These forms are the only permissible mechanism for vendors to respond to the RFP; they are compiled using locked MS Word and Excel files that force vendors to respond systematically to ease overall evaluation, while permitting them to have freeform fields for explanation and comment. Once the City has had the opportunity to review the RFP document, Sciens will conduct conference calls via GoToMeeting with the Project Team to discuss any specifications that need to be deleted, reworded or added.

The RFP narrative, software specifications and proposal response forms, along with language supplied by Purchasing for the City's acquisition requirements, constitute the RFP. This is compiled for submission by the City to bid services (e.g., Public Purchase) and/or direct submission to the top industry vendors.

- Selection Criteria and Weightings – As part of the RFP definition process, and prior to the release of the RFP to the marketplace, Sciens will work with the City to define the selection criteria and respective weightings for each of the major components of the vendors' responses. This will be done in full compliance with the City's Purchasing requirements, including any Cone of Silence requirements prohibiting communications with vendors during the selection process.
- Status Meeting & Reporting – Throughout the phase, Sciens keeps the City's project manager informed regarding progress being made towards milestones, as well as alerting the project manager as to whether there are any obstacles towards meeting the City's timeline for selection of a new ERP system. Project team discussions and updates can occur as frequently as needed via GoToMeeting, or in person as required by the City. Sciens recommends these meetings occur weekly throughout this phase, and on an ad hoc basis as needed. Minimally, there will be discussions with each of the functional groups over their review of the specifications, and with the Project Team over the narrative,

response forms, selection criteria and weightings, and overall RFP document. Formal presentations to the Project Team outside of this Phase's process are kept to a minimum to reduce demands upon Project Team members which are already significant during this phase.

The deliverables for Phase 2 are:

- Software and Hardware Technical Specifications
- Request for Proposal (i.e., narrative, finalized technical specifications, proposal response forms)
- Selection Criteria, Weightings and Decision-Making Process
- Project Management & Status Reporting

Phase 3 – ERP Vendor Evaluation and Selection

In Phase 3, the Sciens team evaluates proposals submitted by the vendors, assist the City in selecting the 2 vendors to be invited for demonstrations, assist the City with evaluation of the demonstrations, incorporate feedback from the City from reference checks and site visits, make a final recommendation on a vendor, and assist the City with contract and statement of work negotiations.

Sciens supports the City by proctoring the Bidders' Conference, analyzes the vendor proposal responses, and uses the Vendor Evaluation Matrix to record their performance and determine their conformity to the specifications. Sciens will also lead the City project team through their own evaluation of the proposals. Once the evaluation of all proposals is completed, Sciens works with the City to develop a shortlist of up to two (2) vendors to be invited by the City to demonstrate their system to the City. Based upon performance against the RFP and demonstrations, and incorporating feedback from the City from reference checks and site visits, Sciens works with the City project team to make a final recommendation of what vendor it should choose. Subsequently, we support the City through contact and statement of work negotiations.

- Bidders' Conference and Vendor Q&A Addendum – Shortly after the issuance of the RFPs, a Bidders' Conference is held by the City. Sciens proctors the bidder's conference. This can be either mandatory or option for the vendors based on the City's requirements; and, it can be conducted in person or via teleconference (e.g., GoToMeeting). At the conference, the City provides a summary of the RFPs and their intent; the City also provides an informal, non-binding response to questions submitted during the conference. Subsequent to the bidders' conference, a formal response to all questions submitted prior to and during the bidders' conference is drafted by Sciens and posted by the City as an addendum to the RFPs.



- Vendor Evaluation Matrix – Sciens develops the Vendor Evaluation Matrix, a spreadsheet that tracks each vendors’ performance at each stage of the evaluation process. During Phase 2, we develop the vendor evaluation matrix, including weightings to be used for each component of the evaluation, to track performance by each vendor.
- Vendor Proposal Evaluations – Utilizing the Vendor Evaluation Matrix developed earlier, Sciens analyzes each of the proposal submissions for compliance with both technical and business requirements. In addition, Sciens will assist the City project team through the evaluation of the proposals. Based upon this data, Sciens and the City project team rate the overall performance of each vendor, and the strengths and weaknesses based upon its proposal response.
- Vendor Shortlist Selection – Sciens will enter the City’s evaluative data into the Vendor Evaluation Matrix, ranking the vendors based on their estimated ability to satisfy requirements. Based upon this ranking, Sciens works with the City to recommend for the City to consider inviting for demonstrations of their products and capabilities.
- Vendor Demonstrations – Sciens staff proctors and supports the City through vendor demonstrations sessions for total demonstration length of up to six (6) demo days (i.e., 3 days per each vendors). Sciens provides the City’s project team with a scoring tool to be used by City staff evaluating the vendor demonstrations. Sciens will also evaluate the Vendor’s performance, if required by the City. Subsequently, we compile the results of the scoring tool to score each of the vendors and add this data to the Vendor Evaluation Matrix.
- Contract and Statement of Work Negotiation Support – Once a vendor has been chosen for contract negotiations, Sciens works with the City to review the vendor’s documents, attend meetings and conference calls as needed, to finalize a contract, license and support agreements, and statement of work that the City finds acceptable. Sciens will provide up to 60 hours of contract and statement of work negotiation support.
- Status Meeting & Reporting – This is the longest phase in terms of overall duration, and regular communications between the City and Sciens are critical. Throughout the phase, Sciens keeps the City’s project manager informed regarding progress being made towards milestones, as well as alerting the project manager as to whether there are any obstacles towards meeting the City’s timeline for selection of a new ERP system. Project team discussions and updates can occur as frequently as needed via GoToMeeting, or in person as required by the City. Sciens recommends these meetings occur weekly throughout this phase, and on an ad hoc basis as needed. Minimally, there will be interactions regarding the Pre-Bid meeting, Vendor Proposal Evaluations and Shortlist Selection, Vendor Demonstrations and Preferred, and Contract Negotiations. Formal presentations to City Management should be targeted at the following key activities: Short List Selection, Preferred Vendor Selection and Contract Negotiation Strategy & Outcome.

The deliverables for Phase 3 are:

- Vendor Pre-Bid Conference and Q&A Addendum

- Proposal Evaluation Matrix
- Vendors Proposals Evaluation
- Short List Recommendations
- Vendor Demonstration Proctoring & Evaluation
- Recommendation of Vendor Award
- Vendor Negotiations
 - Contract
 - License and Support Agreements
 - Statement of Work
- Project Management & Status Reporting

Phase 4: ERP Implementation Management (Optional)

In Phase 4, the Sciens team will assist the City with implementation of the new system, including project planning and governance, vendor supervision, and expert guidance during each module's business process analysis.

Complex, technical projects are prone to failure; however, that failure is largely due to inadequate or insufficient project management. While the vendor typically provides a project manager, their mission is to represent the interests of the vendor, not the city; and the project typically is larger than the scope being overseen by the vendor. In addition, many cities run lean IT Departments that may not have either the time available or skills needed to manage a project of this complexity. Sciens will work with the City's Project Manager to provide these services to ensure that a project as critical to the City as its core administrative and operational system has professional, experienced oversight.

The specific tasks typically performed as part of this project are as follows:

- Implementation Governance: Assist the City with establishment of a project steering committee that govern the implementation of the new system and ensure that all stakeholders/users have a voice in the new system definition. As a part of this process, we will work with the City's Project Manager to develop a Project Charter document.
- Change Management Planning: Sciens will work with the City Project Manager to develop a change management plan that focuses on clear communications and maintaining a positive perception of the system change for the duration of the project.
- Comprehensive Project Planning: Sciens will work with the City Project Manager to provide upfront project planning direction to the vendor while the Project Plan is being defined; this includes review of materials, conference calls and onsite participation in the kickoff and negotiation of the Plan. Assist the City in the development of a comprehensive project plan that includes both vendor activity (e.g., system installation, configuration, data conversion, training) and non-vendor activity (e.g., change management, infrastructure setup, ERP system disaster recovery planning) required to make the project successful.



- Vendor Management: Assist the City in active management of the vendor and its execution of the project by:
 - Actively participating in weekly Vendor Management Calls for the duration of the project to assist with keeping tasks and resources on schedule; includes review of the overall project, progress against both schedule and budget, and review of Risk & Dependencies Log and Change Management requests
 - Coordinate Onsite Project Management Reviews, as needed and in conjunction with the onsite Business Process Analysis Support sessions.
- Business Process Analysis Support: Provide support during the Analysis stage of each Project Phase to assist with definition and approval of Test Scripts, Business Practice Changes, Policy Changes, Data Conversion, and Forms, specifically:
 - Finance, Accounting and Document Management, including Materials Review; Participation in: Design Meetings for the Chart of Accounts, Business Practice Changes, Policy Changes, Document Management, Data Conversion, Forms
 - Utility Billing, including Materials Review; Participation in: Business Practice Changes, Policy Changes, Document Management Integration, Data Conversion, and Forms
 - Payroll & Human Resources, including Materials Review; Participation in: Business Practice Changes, Policy Changes, Document Management Integration, Data Conversion, and Forms
 - Asset Management & Work Orders, including Materials Review; Participation in: Business Practice Changes, Policy Changes, Document Management Integration, Data Conversion, and Forms
 - Community Development, including Materials Review; Participation in Design Meetings for Business Practice Changes, Policy Changes, Document Management Integration, Data Conversion, and Forms.

Exhibit B Project Costs

The total project professional fees for services on the City of North Richland Hills ERP Selection project are represented in the Project Cost Detail table below. Fees were calculated using an hourly billing rate of \$160 per hour for Partners and \$85 per hour for Consultants on the project.

As Sciens is a local firm in the Dallas Metroplex, no expenses will be billed to the City of North Richland Hills on this project.

Based on the scope of work description, deliverables, and our recommended method for conducting the services outlined in the proposal, our not-to-exceed-total cost to complete all tasks for Phases 1-3 is \$69,270. This is detailed below. Any optional services for implementation will require a separate agreement between the parties.

Phase	Milestone/Activity	Hours	Fees	Expenses	Total
1	ERP Assessment & Planning				
A	Data Gathering and Interviews	104	\$ 13,640	\$ 0	\$ 13,640
B	Needs Assessment & Action Plan	76	\$ 9,160	\$ 0	\$ 9,160
2	ERP Request for Proposal				
A	Technical Specifications Development	48	\$ 5,280	\$ 0	\$ 5,280
B	RFP Development	64	\$ 7,840	\$ 0	\$ 7,840
3	ERP Vendor Evaluation & Selection				
A	Bidders Conference, Q&A Addendum, Vendor Evaluation Matrix, Proposals Evaluation	80	\$ 10,400	\$ 0	\$ 10,400
B	Short List Demonstrations (2 vendors 3 days each)	64	\$ 10,240	\$ 0	\$ 10,240
C	Final Recommendations	16	\$ 2,560	\$ 0	\$ 2,560
D	Contract & SOW Negotiations	60	\$ 9,600	\$ 0	\$ 9,600
E	Performance Bond	--	\$ 550	\$ 0	\$ 550
TOTAL		512	\$ 69,270	\$ 0	\$ 69,270

Exhibit C – Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/9/2017

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 Brown & Brown of Florida, Inc. dba T.R. Jones & Co. 1780 N Krome Ave Homestead FL 33030		CONTACT NAME: Nancy Munoz PHONE (A/C No. Ext): (305) 247-5121 FAX (A/C No.): (305) 248-8543 E-MAIL ADDRESS: nmunoz@bbinsfl.com															
INSURED Sciens, LLC 5900 South Lake Forest Drive, Suite 300 McKinney TX 75070		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Accident & Indemnity</td> <td>22357</td> </tr> <tr> <td>INSURER B: Twin City Fire Insurance Co</td> <td>29459</td> </tr> <tr> <td>INSURER C: Philadelphia Indemnity Insurance</td> <td>18058</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Accident & Indemnity	22357	INSURER B: Twin City Fire Insurance Co	29459	INSURER C: Philadelphia Indemnity Insurance	18058	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: CL1761409802

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		21SBABW5052	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Employment Practices Liability \$ 100,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		21SBABW5052	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		21SBABW5052	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	21WBCAJ4746	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Deductible: 2,500		PHSD1096215	1/1/2017	1/1/2018	General Aggregate 5,000,000 Each Occurrence 2,000,000

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

City Of North Richland Hills is named as additional Insured

CERTIFICATE HOLDER

CANCELLATION

City Of North Richland Hills Purchasing Department 4301 City Point Drive North Richland Hill, TX	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE T Jones Jr./LOUMAR

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ACORD 25 (2014/01)

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INS025 (201401)

