

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services (“Agreement”) is made and entered into in the State of Texas this 3 day of September, 2019, by and between the City of Keller, a municipal corporation (“City”), and Sciens LLC (“Consultant”).

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 as more particularly set forth in Exhibit A, Scope of Services, 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 services to be performed for the City.

5. Coordination of Services

All services are to be coordinated with the City of Keller Police Chief 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 approval by the City.

11. Termination

a. This Agreement may be terminated by City if Project Manager 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 mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of 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 if Consultant notifies Project Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

12. Compensation

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. 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.

c. 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).

d. 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 within ten days, all of the project deliverables. Consultant may retain copies of these documents.

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. 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 evidence of insurance coverage as specified in Exhibit C. Evidence of insurance coverage shall be forwarded to the Risk Manager, 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

Except as Project Manager may specify in writing, 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 Project Manager, 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 Keller.

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 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.

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. 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.

34. 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.

35. 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.

b. Any notices to City may be delivered personally or by mail addressed to City of Keller Police Department, located at 330 Rufe Snow Drive, Keller, TX 76248, attention Michael Wilson, Chief.

36. 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 Project Manager and Consultant.

37. 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 3 day of September, 2019.

City of Keller, Texas

By: _____ (signature)

Mark R. Hafner

City Manager

EXECUTED this ___ day of _____, 20__.

Sciens LLC

By: _____ (signature)

Stephen Gousie (printed)

Partner (title)

Exhibit A Scope of Services

Overview

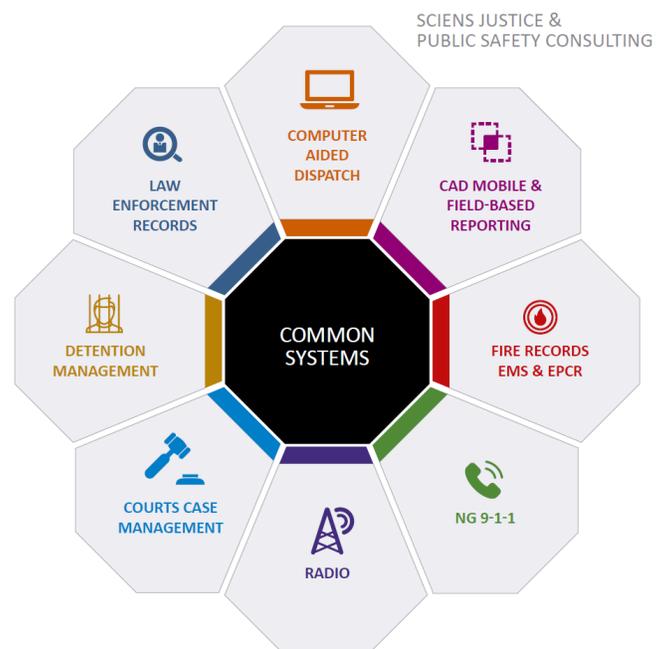
Over the last two decades, there has been a marked shift in how work is performed within public safety agencies, from silo departments with separate functions and outputs, to a system of interlinked processes that cross functions and link organizational activities. Today, with increasingly tight budgets, agencies are looking to improve their operation through the use of modern technology.

Public Safety systems can help cities to achieve these goals. Our consulting team understands that selection of a new public safety system is a business, technical, financial, political, process and organizational decision. Because these solutions are broad in their scope and reach deep within the organization, we work with the organization to include a broad-based group of employees in any selection effort.

Sciens has assisted agencies through this transition; we specialize in streamlining operations and aligning the business needs with the appropriate technology. Our consulting team understands the complexity of this selection. We understand that that the most important criterion is the evaluation of risk associated with any given product and its implementation. As a result, our consulting team works with the Cities' evaluation team to make risk management and risk mitigation key priorities in evaluating different solutions, different implementation methods, different delivery methods and different implementers.

Based on our extensive experience with public safety agencies, Sciens is proposing to begin with an assessment of the current environment to understand the business objectives that each of the end user groups wants to achieve through this system replacement. We identify desired functionality that is commercially available today and viable within the Cities' technology architectures and budgets that can be included in the request for proposal.

The graphic to the right shows a comprehensive Justice and Public Safety System environment. In today's market, however, no single vendor has a best-of-breed capability in all component systems. Cities are choosing to either compromise on functionality in certain areas for the sake of full-integration or choose multiple vendors' systems and provide that integration for themselves. While the latter places an added burden upon the Cities' IT Departments, it is often the only way to achieve the promise of full integration without compromising on functionality.

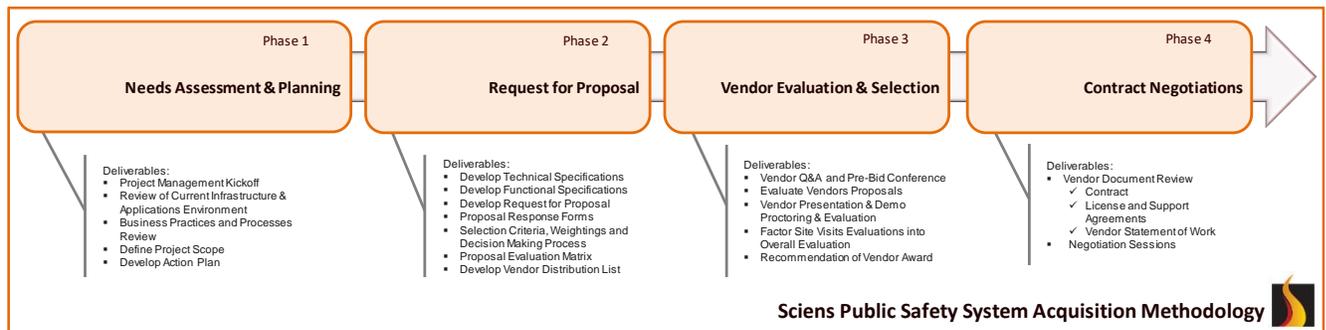


In addition to component functionality, we look at the core dependent components that are Common Systems to a state-of-the-art public safety system:

- Performance Management
- Document Management
- Dashboarding
- GIS integration.

Project Phases

The project is conducted using the Cities' work processes as the guide. Each process is examined for opportunities to improve efficiency by streamlining or automating, specifically through elimination of extra steps, signatures, paper generation, duplicate entry and repetitive work. The four phases of our system acquisition methodology are shown below.



The Sciens Public Safety System Acquisition methodology involves the assessment of the current environment, development of a plan for acquisition, development of an RFP, selection and contract negotiations with a chosen vendor. Sciens performs these in four phases, each of which is described in more detail below.

Phase 1 – Needs 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 this phase, we examine:

- The effectiveness of the existing software to meet the business needs, including the need for accurate and complete reporting, proper internal controls, and effective workflow processes
- Reliability of data, queries and reports
- Use of geo-data for address entry/lookup and validation to minimize data entry errors, as well as utility in performing crime analysis
- Functional processes for opportunities such as extra steps, signatures, paper generation, duplicate entry, and repetitive work
- 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 sophisticated functionality, such as mobility, analytics, and dashboarding
- Associated document management needs and options for meeting these needs
- Need to interface with specific, mission-critical systems that will not be replaced during this system replacement
- Possible use of ancillary technologies to automate functions, such as: bar coding in property & evidence and field automation for data entry/retrieval
- Data migration needs from the old to the new system.

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

- On-Premise: On-premise delivery models assume that businesses license the software and install it on computers at their location. The Cities would be responsible for buying and supporting computer hardware and software for these solutions. The Cities is 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 vendors, the system runs 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; it may also save the Cities on internal support costs.
- 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.

Specifically, this phase involves the following activities:

- Strategic Direction / Goals – Working with Management and the key stakeholders of the new system, Sciens gains an understanding of the agency’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 agency wants to achieve through implementation. The vision includes an examination of options for delivery (i.e., on-premises, Cloud, hybrid).
- Infrastructure & Applications 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 technical 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. In addition, we examine the systems that are currently integrated to the Cities’ Crimes and other systems and look for opportunities to improve the efficiency of the environment by



including their functionality 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. 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.

- Business Practices and Process Review – We meet with cross-functional teams consisting of representatives from throughout the organization knowledgeable in their portion of the business processes typically automated by current 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.
- System Support Requirements Review – 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.
 - Project Scope Defined – Based on Sciens’ experience at acquiring and implementing public safety systems, and using the requirements gathered during the Needs Assessment, we develop a Project Scope document that includes:
 - An initial budget for a replacement system that includes the required modules, interfaces, hardware and services, presented in the form of a range of high and low-cost estimates
 - A preliminary timeline for implementation of the system
 - Project Governance Recommendations – Based upon Sciens’ discussions with the Cities and its experience at managing single and multi-tenant Public Safety systems, we develop Project Governance recommendations that include:
 - Project Charter
 - Project Governance Structure for the system acquisition, specifying individual roles and responsibilities on the project such as the Executive Sponsor, Stakeholders, Project Manager, and Business Leads
 - Responsibility definitions for decision-making, specifically for policy decisions vs. project execution
 - Action Plan – Based upon the findings and the Project Scope, Sciens produces an Action Plan at the conclusion of this phase with recommendations for moving forward.

- Status Meeting & Reporting – Throughout the phase, Sciens keeps the 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 project timeline for selection of a new system. Sciens is available for weekly status meetings/reporting, as well as for ad hoc discussions as needed.

The deliverables for Phase 1 are:

- Infrastructure and Applications Review
- Business Practices and Processes Review
- Project Scope Document
- Project Governance Recommendations
- Action Plan

Phase 2 – Request for Proposal

During Phase 2, Sciens develops the Request for Proposal document. Once the RFP has been reviewed by the Cities, the RFP is issued by the City of Keller to the marketplace using the list of potential vendors provided by Sciens. In addition, Sciens develops a Vendor Evaluation Matrix to be used throughout the evaluation phase to track vendor performance. Specifically, this phase involves the following activities:

- Technical Specifications – Technical specifications are developed based upon the inputs from the interviews conducted in Phase 1. Technical Specifications include delivery options (i.e., hosted, Cloud, hybrid), and infrastructure (i.e., hardware and architecture) describing the Cities’ overall system architectures, network infrastructures, telephony/911 controller, desired database and compatibility, servers and data storage, system backup and interfaces, security, scalability, reliability/stability, configuration flexibility, and centralized management).
- Functional Requirements Specifications – Functional requirements specifications are developed based upon the business practices and process review conducted in Phase 1. Functional requirements specifications include software capabilities grouped by major components of the public safety system (e.g., CAD, Law Records Management, CAD Mobile, Field-Based Reporting). In addition, we will examine touchpoints to these systems, including: 9-1-1 Booking & Detention, Fire Records/EMS/EPCR, EMS billing, Municipal Court and District Attorney.
- RFP Development & Release – Once the specifications have been developed, an RFP narrative section is developed. This describes the Cities’ current environments, the vision the Cities have for the new system, and specifically what the Cities are 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.

The RFP narrative, software specifications and proposal response forms, along with language supplied by Purchasing for the Cities' acquisition requirements, constitute the RFP. This is compiled for submission by the City of Keller to bid services (e.g., IonWave, DemandStar) and direct submission to the top industry vendors.

- Vendor Evaluation Matrix – As part of the RFP definition process, and prior to the release of the RFP to the marketplace, Sciens will work with the Cities 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 of Keller's Purchasing requirements, including any Cone of Silence requirements prohibiting communications with vendors during the selection process. Sciens will utilize the weightings in its development of the Vendor Evaluation Matrix, a spreadsheet that tracks each vendors' performance at each stage of the process.
- Status Meeting & Reporting – Throughout the phase, Sciens keeps the Cities' 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 timeline for selection of a new system. Sciens is available for weekly status meetings/reporting, as well as for ad hoc discussions as needed.

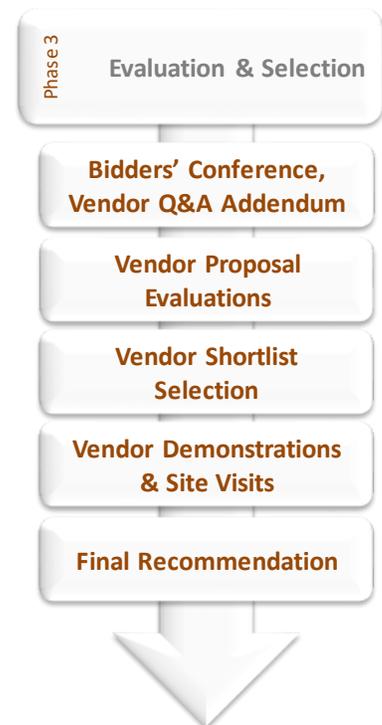
The deliverables for Phase 2 are:

- Technical and Functional Requirements Specifications
- Request for Proposal (i.e., narrative, finalized technical specifications, proposal response forms)
- Vendor Evaluation Matrix
- Potential Vendors List

Phase 3 – Vendor Evaluation and Selection

In Phase 3, Sciens assists the Cities through the selection process proctoring the Bidders' Conference, analyzing the vendor proposal responses, and using the Vendor Evaluation Matrix to record their performance and determine their conformity to the specifications. Once the evaluation of all proposals is completed, Sciens works with the Cities to develop a shortlist of vendors to be invited to demonstrate their system to the Cities. Sciens also supports the Cities through their visits to chosen vendor implementation sites. Based upon vendor performance against the RFP, demonstrations and site visits, Sciens works with the Cities to make a final selection recommendation.

- Bidders' Conference and Vendor Q&A Addendum – Shortly after the issuance of the RFP, a Bidders' Conference is held by the Cities. Sciens proctors the bidder's conference. This can be either mandatory or option for the vendors based on the Cities' requirements; and, it can be conducted in person or via



teleconference (e.g., Webex or GoToMeeting). At the conference, the Cities provide a summary of the RFP and its intent; they also provide 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 of Keller as an addendum to the RFP.

- Vendor Proposal Evaluations – Utilizing the Vendor Evaluation Matrix developed earlier, Sciens analyzes each of the proposal submission for compliance with both technical and business requirements. In addition, Sciens will assist the project team through the evaluation of the proposals. Based upon this data, Sciens and the 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 Cities' evaluative data into the Vendor Evaluation Matrix, ranking the vendors based on their estimated ability to satisfy requirements. Based upon this ranking, Sciens recommends two (2) vendors for the Cities to consider inviting for demonstrations of their products and capabilities. Sciens will assist the Cities with a detailed schedule for vendors to follow throughout the demonstration to include with the Short List Notification letter.
- Vendor Demonstrations & Site Visits – Sciens proctors and supports the Cities through two (2) vendor demonstrations sessions for total demonstration length of up to six (6) demo days. Sciens provides the project team with a scoring tool to be used by Cities' selection committee evaluating the vendor demonstrations. Sciens will also evaluate the Vendor's performance, if required by the Cities. In addition, Sciens supports the Cities through Site Visits by acquiring potential sites from the vendors and providing the Cities with an onsite evaluation tool. Subsequently, we compile the results of the demonstrations and site evaluations into the Vendor Evaluation Matrix.
- Final Recommendation – Using the results of the process captured in the Vendor Evaluation Matrix, Sciens makes a final recommendation for the Cities to consider in its choice of preferred vendor.
- Status Meeting & Reporting – Throughout the phase, Sciens keeps the 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 Cities' timeline for selection of a new system. Sciens is available for weekly status meetings/reporting and ad hoc discussions as needed.

The deliverables for Phase 3 are:

- Vendor Pre-Bid Conference and Q&A Addendum
- Vendors Proposals Evaluation
- Short List Recommendations
- Vendor Demonstration Proctoring & Evaluation
- Site Visit Support
- Recommendation of Vendor Award

Phase 4 – Contract Negotiations

In Phase 4, Sciens assists the Cities with up to sixty (60) hours of support to review contractual documents and negotiate with the preferred vendor.

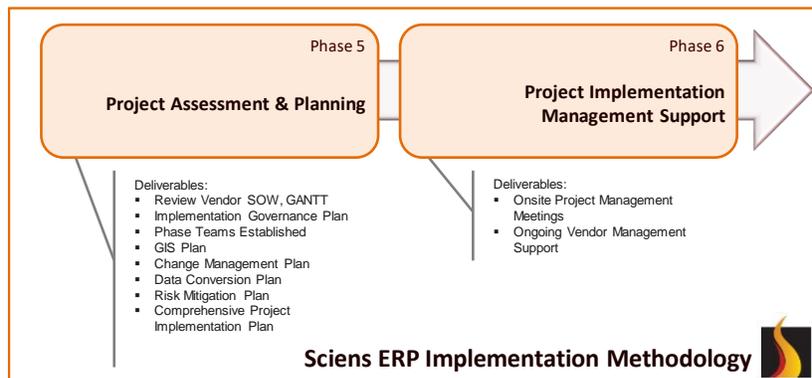
- Contract, License & Support Agreements, Vendor Statement of Work Review – Upon submission to the Cities of the contractual documents, the Cities will submit these documents to their Legal Department for legal review. The Cities will also provide these documents to Sciens so that we can assist the Cities by identifying business risks as well as negotiation opportunities based upon our extensive experience in these types of negotiations.
- Negotiation Sessions – Based upon planning discussions with the Cities, Sciens will attend meetings and conference calls to assist in the negotiation and finalization of a contract, license and support agreements, and statement of work that the Cities find acceptable.

The deliverables for Phase 4 are:

- Review of Contractual Documents (i.e., contract, license & support agreements, statement of work)
- Vendor Negotiations Sessions



The two phases of our system implementation methodology are shown below.



Phase 5: Project Kickoff and Implementation Plan (Optional)

In Phase 5, the Sciens team will assist the Cities with implementation management of the new system, including project planning, governance, and vendor supervision.

Complex, technical projects are prone to failure; however, that failure is largely due to inadequate or insufficient project planning and management. While the vendor typically provides a project manager, their mission is to represent the interests of the vendor, not the Cities; and, the project typically is larger than the scope being overseen by the vendor. Sciens will work with the Cities to ensure that activities critical to the project's success are planned and executed well, and that sufficient vendor oversight is provided to ensure the project is successful and remains on schedule and budget.

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

- Review Vendor SOW, GANTT: Conduct a review of the vendor submitted Statement of Work, Project GANTT and other project related documents. Subsequent to review, provide the Cities with a summary of concerns and risks.
- Implementation Governance: Assist the Cities to transition from the Project Selection Team to the Project Implementation Team with establishment of a Project Steering Committee that governs the implementation of the new system and ensure that all stakeholders/users have a voice in the new system definition.
- Establish Project Teams: Assist the Cities with identification of roles to be filled on the project teams, by phase, including subject matter experts (SMEs), business leads and IT leads. Provide characteristics of individuals that make strong, successful team members.
- GIS Planning: Sciens will work with the Cities to review vendor-specific integration planning, identify gap areas, define the timeline for closing gaps, and identify resources assigned responsibility for closing the gaps.
- Change Management Planning: Sciens will work with the Cities 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.
- Data Conversion Planning: Sciens will work with the Cities and Vendor to develop a data conversion plan detailing data sources, resources required, validation and testing methods, schedules.
- Risk Mitigation Planning: Sciens will work with the Cities to identify Vendor-dependent (e.g., data conversion) and non-Vendor-dependent (e.g., resources availability) project risks. Create a project risk register which the Project Management team will use to identify the probability of risks occurring, potential impact on the project (including dependencies), mitigation actions to be taken, and assignment of resources responsible for mitigation.



- **Comprehensive Project Implementation Planning:** Sciens will work with the Cities and the Vendor to conduct upfront project planning and define the Comprehensive Project Plan. This will include a review of materials, conference calls and onsite participation in the kickoff and negotiation of the Plan. The Plan and GANTT will include both vendor activity (e.g., system installation, configuration, data conversion, training) and non-vendor activity (e.g., change management, infrastructure setup, risk management planning, disaster recovery planning) required to make the project successful. **Our goal in development of this Comprehensive Plan is to ensure that the Cities’ and Vendor resources are in balance to reach key milestones.**

The deliverables for Phase 5 are:

- Review of the Vendor’s Project Plan
- Development of a Comprehensive Project Plan, Project Charter and Phased Project GANTT
 - Project Implementation Governance
 - Project Phase Team Members Identified
 - GIS Plan
 - Change Management Plan
 - Data Conversion Plan
 - End User Training Plan
 - Risk Mitigation Plan

Phase 6: Project Implementation Management Support (Optional)

In Phase 6, the Sciens team will assist the Cities with implementation management of the project, including Project Plan and GANTT execution and vendor supervision. Phase 6 will be executed through onsite project management meetings occurring every quarter (on average); and, offsite project management activities, including regular weekly conference calls with the Project Management Team and separate calls with the Vendor. Specifically, this include:

- **Onsite Project Management Meetings:** Regular Onsite Reviews, coordinated with both the Cities and the Vendor, to monitor execution of the Project Plan, do a comprehensive review of tasks (from the GANTT) completed during the preceding period, identify changes in practices required moving forward, and the upcoming tasks and assignments to ensure success.
- **Ongoing Vendor Management Support:** Assist the Cities in active management of the vendor and its execution of the project over the project implementation 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 Register and Change Management requests.



Exhibit B Project Costs

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 in Phases 1-4 are \$108,380. The optional implementation support, Phases 5 and 6, is estimated to cost at \$178,528, assuming an 18-month implementation. Since Sciens is a local firm in the Dallas-Fort Worth area, **no travel expenses** will be charged.

Selection						
Phase	Activity	Keller	Colleyville	Southlake	Grapevine	Total
1	Assessment & Planning					
A	Data Gathering & Interviews	\$4,465	\$4,465	\$4,465	\$4,465	\$17,860
B	Needs Assessment Report & Action Plan	\$1,440	\$1,440	\$1,440	\$1,440	\$5,760
2	Request for Proposal					
A	Specifications Development	\$7,400	\$7,400	\$7,400	\$7,400	\$29,600
B	Request for Proposal Development	\$2,250	\$2,250	\$2,250	\$2,250	\$9,000
C	Bidders Conference, Q&A Addendum, Vendor Evaluation Matrix	\$820	\$820	\$820	\$820	\$3,280
3	Vendor Evaluation & Selection					
A	Proposals Evaluation	\$2,100	\$2,100	\$2,100	\$2,100	\$8,400
B	Short List Demos (2 vendors/3 days each)	\$4,800	\$4,800	\$4,800	\$4,800	\$19,200
C	Final Recommendations	\$820	\$820	\$820	\$820	\$3,280
4	Contract Negotiations					
D	Contract & Statement of Work Negotiation Support	\$3,000	\$3,000	\$3,000	\$3,000	\$12,000
TOTAL PHASES 1-4		\$27,095	\$27,095	\$27,095	\$27,095	\$108,380
Implementation (Optional)						
Phase	Activity	Keller	Colleyville	Southlake	Grapevine	Total
5	Project Kickoff & Implementation Plan					
A	Preparation, Project Kickoff and Onsite Meeting	\$3,195	\$3,195	\$3,195	\$3,195	\$12,780
B	Draft Comprehensive Project Plan Document	\$2,332	\$2,332	\$2,332	\$2,332	\$9,328
C	Final Comprehensive Project Plan Document	\$705	\$705	\$705	\$705	\$2,820
TOTAL PHASE 5		\$6,232	\$6,232	\$6,232	\$6,232	\$24,928
Phase	Activity	Keller	Colleyville	Southlake	Grapevine	Total
6	On-going Implementation Support					
A	Quarterly Onsite Meetings	\$1,000	\$1,000	\$1,000	\$1,000	\$4,000
B	Monthly Vendor Management Support	\$1,800	\$1,800	\$1,800	\$1,800	\$7,200
TOTAL PHASE 6 (18 MONTHS)		\$38,400	\$38,400	\$38,400	\$38,400	\$153,600

Exhibit C Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/28/2019

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 have **ADDITIONAL INSURED** provisions or 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 Insurance Homestead Florida 1790 N Krome Avenue 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" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Hartford Accident and Indemnity Company</td> <td style="text-align: center;">22357</td> </tr> <tr> <td>INSURER B:</td> <td>Twin City Fire Insurance Company</td> <td style="text-align: center;">29459</td> </tr> <tr> <td>INSURER C:</td> <td>Philadelphia Indemnity Insurance Company</td> <td style="text-align: center;">18058</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hartford Accident and Indemnity Company	22357	INSURER B:	Twin City Fire Insurance Company	29459	INSURER C:	Philadelphia Indemnity Insurance Company	18058	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** 19 Master **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	ADDL INSD	SUBR 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 OTHER:			21SBABW5052	07/01/2019	07/01/2020	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 \$ 100,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			21SBABW5052	07/01/2019	07/01/2020	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 type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> CLAIMS-MADE			21SBABW5052	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/NUMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	21WBCAJ4746	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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			PHSD1408428	01/01/2019	01/01/2020	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)

CERTIFICATE HOLDER City of Keller 330 Rufe Snow Drive Keller TX 76248	CANCELLATION 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
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