

ORDINANCE NO. 21-2509

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH GRANT THORNTON LLP, THROUGH THE DEPARTMENT OF INFORMATION RESOURCES (DIR) COOPERATIVE PURCHASING NETWORK CONTRACT NO. DIR-TSO-4032, FOR ACCOUNTS PAYABLE AUTOMATION AND VENDOR MANAGEMENT CONSULTING SERVICES FOR THE FINANCE AND PROCUREMENT AND COMPLIANCE DEPARTMENTS; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 7831 – AWARDED TO GRANT THORNTON LLP, IN THE NOT-TO-EXCEED AMOUNT OF \$116,335.00).

WHEREAS, pursuant to Ordinance 20-196, the Department of Information Resources has solicited, received, and tabulated competitive bids for the purchase of necessary materials, equipment, supplies, or services in accordance with the procedures of state law on behalf of the City of Denton; and

WHEREAS, the City Manager, or a designated employee, has reviewed and recommended that the herein described materials, equipment, supplies or services can be purchased by the City through the State of Texas Department of Information Services Go Direct Program at less cost than the City would expend if bidding these items individually; and

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The numbered items in the following numbered purchase order for materials, equipment, supplies, or services shown in the "File Number" listed hereon, and on file in the office of the Purchasing Agent, are hereby approved:

<u>FILE NUMBER</u>	<u>VENDOR</u>	<u>AMOUNT</u>
7831	Grant Thornton LLP	\$116,335.00

SECTION 2. By the acceptance and approval of the above numbered items set forth in the attached purchase orders, the City accepts the offer of the persons submitting the bids to the State of Texas Department of Information Services Go Direct Program for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, conditions, specifications, standards, quantities, and for the specified sums contained in the bid documents, and related documents filed with the State of Texas Department of Information Services Go Direct Program, and the purchase orders issued by the City.

SECTION 3. Should the City and persons submitting approved and accepted items set forth in this ordinance wish to enter into a formal written agreement as a result of the City's ratification of bids awarded by the State of Texas Department of Information Services Go Direct Program, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, and standards contained in the Proposal submitted to the State of Texas Department of Information Services Go Direct Program, quantities, and specified sums contained in the City's purchase orders, and related documents herein approved and accepted.

SECTION 4. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

SECTION 5. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by Brian Beck and seconded by Jesse Davis. This ordinance was passed and approved by the following vote [7 - 0]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Vicki Byrd, District 1:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Brian Beck, District 2:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Jesse Davis, District 3:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Alison Maguire, District 4:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Deb Armintor, At Large Place 5:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Paul Meltzer, At Large Place 6:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>

PASSED AND APPROVED this the 7th day of December, 2021.


GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

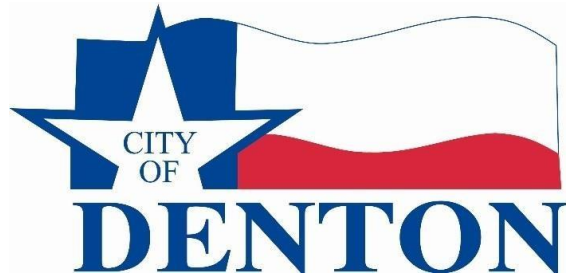
BY: *Rosa Rios*



APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: *Marcella Lunn*

Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o=City
of Denton,
email=marcella.lunn@cityofdent
on.com, c=US
Date: 2021.11.04 18:18:22 -05'00'



DocuSign City Council Transmittal Coversheet

FILE	7831
File Name	AP Automation & Vendor Management Consultant
Purchasing Contact	Erica Garcia
City Council Target Date	DECEMBER 7, 2021
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	21-2509

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTING SERVICES
FILE 7831**

STATE OF TEXAS §

COUNTY OF DENTON §

THIS AGREEMENT (the "Agreement") is made and entered into on 12/07/2021, by and between the City of Denton, Texas, a Texas municipal corporation, with its principal office at 215 East McKinney Street, Denton, Denton County, Texas 76201, hereinafter called "OWNER" and Grant Thornton LLP, with its corporate office at 1000 Wilson Blvd, Suite 1400, Arlington, VA 22209, hereinafter called "CONSULTANT," acting herein, by and through their duly authorized representatives.

WITNESSETH, that in consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

**ARTICLE I
CONSULTANT AS INDEPENDENT CONTRACTOR**

The OWNER has selected CONSULTANT on the basis of demonstrated competence and qualifications to perform the services herein described for a fair and reasonable price pursuant to Chapter 2254 of the Texas Government Code. The OWNER hereby contracts with the CONSULTANT as an independent contractor and not as an employee, and as such, the OWNER will not assert control over the day-to-day operations of the CONSULTANT. The CONSULTANT is customarily engaged to provide services as described herein independently and on a nonexclusive basis in the course of its business. This Agreement does not in any way constitute a joint venture between OWNER and CONSULTANT. The CONSULTANT hereby agrees to perform the services described herein based on the skills required for the scope of work in connection with the Project as stated in the sections to follow, with diligence and in accordance with the highest professional standards customarily obtained for such services in the State of Texas. The professional services set out herein are in connection with the following described project:

The Project shall include, without limitation, AP Automation and Vendor Management consulting services, as described in Exhibit A, which is on file at the purchasing office and incorporated herein (the "Project").

**ARTICLE II
SCOPE OF BASIC SERVICES**

The CONSULTANT shall perform the following services in a professional manner:

- A. The CONSULTANT shall perform all those services as necessary and as described in The Texas Department of Information Resources (DIR) Cooperative Program Contract #DIR-TSO-4032, which is on file at the purchasing office and made a part hereof as **Exhibit A** as if written word for word herein.
- B. To perform all those services set forth in CONSULTANT's proposal, which proposal is attached hereto and made a part hereof as **Exhibit B** as if written word for word herein.
- C. CONSULTANT shall perform all those services set forth in individual task orders, as described in **Exhibit B**, which shall be attached to this Agreement and made a part hereof.
- D. If there is any conflict between the terms of this Agreement and the exhibits attached to this Agreement, the terms and conditions of this Agreement will control over the terms and conditions of the attached exhibits or task orders.
- E. Consultant warrants that it will perform its services on a reasonable professional efforts basis in accordance with applicable standards. This warranty is in lieu of, and Consultant expressly disclaims, all other warranties, express, implied or otherwise, including without limitation any implied warranties of merchantability or fitness for a particular purpose. Consultant does not warrant computer hardware, software or services provided by other parties.

ARTICLE III **ADDITIONAL SERVICES**

Additional services to be performed by the CONSULTANT, if authorized by the OWNER, which are not included in the above-described Basic Services, may be negotiated as needed, per rates included in **Exhibit B**.

- A. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- B. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- C. Assisting OWNER in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- D. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by CONSULTANT on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.

- E. Visits to the site in excess of the number of trips included in **Exhibit B**.
- F. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- G. Unless expressly provided for, the Services do not include giving testimony or appearing or participating in discovery proceedings, in administrative hearings, in court, or in other legal or regulatory inquiries or proceedings. Except with respect to a dispute or litigation between Consultant and the Client, Consultant's costs, expenses, and time spent in legal and regulatory matters or proceedings arising from this Agreement, such as subpoenas, testimony, bankruptcy filings or proceedings, consultation involving private litigation, arbitration, government or industry regulation inquiries, whether made at Client's request or the request of a third party, will be billed to Client separately at Consultant's standard rates for such services.

ARTICLE IV **TIME OF COMPLETION**

CONSULTANT is authorized to commence work under this contract upon execution of this AGREEMENT. CONSULTANT shall perform and complete its obligations herein in a prompt and continuous manner, so as to not delay the completion of the Project in accordance with the schedules as described in **Exhibit B**. However, Contractor shall not be liable for delays beyond its reasonable control provided that notice thereof is given to the other Party as soon as practicable. All such Force Majeure conditions preventing performance shall entitle the Party hindered in the performance of its obligations under the Agreement to an extension of the date of delivery of the Products by a period of time equal to the period of delay incurred as a result of the Force Majeure or to any other period as the Parties may agree in writing. The contract shall remain effective for a period of two years or termination as provided in this Agreement, whichever occurs first.

ARTICLE V **COMPENSATION**

A. COMPENSATION TERMS:

- 1. "Subcontract Expense" is defined as expenses incurred by the CONSULTANT in employment of others in outside firms for services related to this agreement.
- 2. "Direct Non-Labor Expense" is defined as that expense for any assignment incurred by the CONSULTANT for supplies, transportation and equipment, travel, communications, subsistence, and lodging away from home, and similar incidental expenses in connection with that assignment.

- B. BILLING AND PAYMENT: For and in consideration of the professional services to be performed by the CONSULTANT herein, the OWNER agrees to pay, based on a fixed fee basis for the deliverables shown in **Exhibit B** which is attached hereto and made a part of this Agreement as if written word for word herein, a total fee, not to exceed \$116,335.00.

Partial payments to the CONSULTANT will be made on the basis of detailed monthly statements rendered to and approved by the OWNER through its City Manager or his designee; however, under no circumstances shall any monthly statement for services exceed the value of the work performed at the time a statement is rendered.

Nothing contained in this Article shall require the OWNER to pay for any work which is unsatisfactory, as reasonably determined by the City Manager or his designee, or which is not submitted in compliance with the terms of this Agreement. The OWNER shall not be required to make any payments to the CONSULTANT when the CONSULTANT is in default under this Agreement.

It is specifically understood and agreed that the CONSULTANT shall not be authorized to undertake any work pursuant to this Agreement which would require additional payments by the OWNER for any charge, expense, or reimbursement above the maximum not to exceed fee as stated, without first having obtained written authorization from the OWNER. The CONSULTANT shall not proceed to perform the services listed in Article III "Additional Services," without obtaining prior written authorization from the OWNER.

- C. **ADDITIONAL SERVICES:** For additional services authorized in writing by the OWNER in Article III, the CONSULTANT shall be paid based on the Schedule of Charges at an hourly rate shown in **Exhibit B**. Payments for additional services shall be due and payable upon submission by the CONSULTANT and approval by the City staff, and shall be in accordance with subsection B hereof. Statements shall not be submitted more frequently than monthly.
- D. **PAYMENT:** If the OWNER fails to make payments due the CONSULTANT for services and expenses within thirty (30) days after receipt of the CONSULTANT's undisputed statement thereof, the amounts due the CONSULTANT will be paid interest in accordance with the Texas Government Code 2251.025. Additionally, the CONSULTANT may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement until the CONSULTANT has been paid in full all amounts due for services, expenses, and charges. Nothing herein shall require the OWNER to pay the late charge if the OWNER reasonably determines that the work is unsatisfactory, in accordance with this Article V, "Compensation," there is a bona fide dispute concerning the amount due, or the invoice was not mailed to the address or in the form as described in this Agreement. The OWNER will notify CONSULTANT of any disputes within twenty-one (21) days of receipt of the invoice.
- E. **Invoices** shall be sent directly to the City of Denton Accounts Payable Department, 215 E McKinney St, Denton, TX, 76201-4299. A pro-forma invoice shall be sent to the contract administrator. It is the intention of the City of Denton to make payment on completed orders within thirty days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided, if applicable, and must reference the City of**

Denton Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.

ARTICLE VI
OBSERVATION AND REVIEW OF THE WORK

The CONSULTANT will exercise reasonable care and due diligence in discovering and promptly reporting to the OWNER any defects or deficiencies in the work of the CONSULTANT or any subcontractors or subconsultants.

ARTICLE VII
OWNERSHIP OF DOCUMENTS
Intentionally Deleted

ARTICLE VIII
INDEMNITY AGREEMENT
Intentionally Deleted

ARTICLE IX
INSURANCE
Intentionally Deleted

ARTICLE X
ALTERNATIVE DISPUTE RESOLUTION

The parties may agree to settle any disputes under this Agreement by submitting the dispute to mediation with each party bearing its own costs of mediation. No mediation arising out of or relating to this Agreement, involving one party's disagreement may include the other party to the disagreement without the other's approval. Mediation will not be a condition precedent to suit.

ARTICLE XI
TERMINATION OF AGREEMENT
Intentionally Deleted

ARTICLE XII
RESPONSIBILITY FOR CLAIMS AND LIABILITIES
Intentionally Deleted

ARTICLE XIII
NOTICES

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below, certified mail, return receipt requested, unless otherwise specified herein. Mailed notices shall be deemed communicated as of three (3) days' mailing:

To CONSULTANT:

Grant Thornton Public Sector LLC
Attn: Contracts Department
1000 Wilson Blvd, Suite 1400
Arlington, VA 22209

To OWNER:

City of Denton
Purchasing Manager –File 7831
901B Texas Street
Denton, Texas 76201

All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three (3) days' mailing.

ARTICLE XIV **ENTIRE AGREEMENT**

This Agreement and related exhibits constitute the complete and final expression of this Agreement of the parties, and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

ARTICLE XV **SEVERABILITY**

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

ARTICLE XVI **COMPLIANCE WITH LAWS**

The CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as those laws may now read or hereinafter be amended.

ARTICLE XVII **DISCRIMINATION PROHIBITED**

In performing the services required hereunder, the CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, national origin or ancestry, age, or physical handicap.

ARTICLE XVIII **PERSONNEL**

- A. The CONSULTANT represents that it has or will secure, at its own expense, all personnel required to perform all the services required under this Agreement. Such personnel shall not be employees or officers of, or have any contractual relations with the OWNER. CONSULTANT shall inform the OWNER of any conflict of interest or potential conflict of interest that may arise during the term of this Agreement.
- B. All services required hereunder will be performed by the CONSULTANT or under its supervision. All personnel engaged in work shall be qualified, and shall be authorized and permitted under state and local laws to perform such services.

ARTICLE XIX **ASSIGNABILITY**

The CONSULTANT acknowledges that this Agreement is based on the demonstrated competence and specific qualifications of the CONSULTANT and is therefore personal as to the CONSULTANT. Therefore, the CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of the OWNER which shall not be unreasonably withheld.

ARTICLE XX **MODIFICATION**

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

ARTICLE XXI **MISCELLANEOUS**

- A. The following exhibits are attached to and made a part of this Agreement:

Exhibit A – The Texas Department of Information Resources (DIR) Cooperative Program Contract #DIR-TSO-4032, for AP Automation and Vendor Management Consulting Services (on file at the purchasing office)
Exhibit B – Consultant's Scope of Services Offer, Project Schedule and Rate Sheet
Exhibit C – Form CIQ – Conflict of Interest Questionnaire

What is called for by one exhibit shall be as binding as if called for by all. In the event of an inconsistency or conflict in this Agreement and any of the provisions of the exhibits,

the inconsistency or conflict shall be resolved by giving precedence first to this Agreement then to the exhibits in the order in which they are listed above.

- B. This Agreement shall be governed by, construed, and enforced in accordance with, and subject to, the laws of the State of Texas or federal law, where applicable, without regard to the conflict of law principles of any jurisdiction. In the event there shall be any dispute arising out of the terms and conditions of, or in connection with, this Agreement, the party seeking relief shall submit such dispute to the District Courts of Denton County or if federal diversity or subject matter jurisdiction exists, to the United States District Court for the Eastern District of Texas-Sherman Division.
- C. For the purpose of this Agreement, the key persons who will perform most of the work hereunder shall be Jeff Meadows. However, nothing herein shall limit CONSULTANT from using other equally qualified and competent members of its firm to perform the services required herein.
- D. CONSULTANT shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the projects, CONSULTANT shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by the OWNER.
- E. The OWNER shall assist the CONSULTANT by placing at the CONSULTANT's disposal all available information pertinent to the Project, including previous reports, any other data relative to the Project, and arranging for the access thereto, and make all provisions for the CONSULTANT to enter in or upon public and private property as required for the CONSULTANT to perform services under this Agreement.
- F. The captions of this Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of this Agreement.
- G. The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

ARTICLE XXII

INDEPENDENT CONTRACTOR

CONSULTANT shall provide services to OWNER as an independent contractor, not as an employee of the OWNER. CONSULTANT shall not have or claim any right arising from employee status.

ARTICLE XXIII

RIGHT TO AUDIT

The OWNER shall have the right, upon reasonable advance notice and during normal business hours, to audit and make copies of the fee and expense information and work product documentation ("Records") pertaining to this agreement. The CONTRACTOR shall retain such Records pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case Records shall be kept until all audit tasks are completed and resolved. These Records shall be available, within 10 business days of written request. Further, the CONTRACTOR shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to this agreement, and to allow the OWNER similar access to those documents. All Records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the OWNER.

Failure to comply with the provisions of this section shall be a material breach of this contract and shall constitute, in the OWNER'S sole discretion, grounds for termination thereof. Notwithstanding the foregoing or anything in this agreement, nothing this Section or any audit or inspections hereunder, shall violate or cause Consultant to violate any of Consultant's professional standards, privacy, confidentially or legal obligations and provided further, that Consultant's work papers and other proprietary materials are excluded from such audit. [Client] will treat the Records as confidential information and may not disclose the Records to any other parties.

ARTICLE XXIV

Prohibition On Contracts With Companies Boycotting Israel

Consultant acknowledges that in accordance with Chapter 2270 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Consultant certifies that Consultant's signature provides written verification to the City that Consultant: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

ARTICLE XXV

Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Section 2252 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Consultant certifies that Consultant's signature provides written verification to the City that Consultant, pursuant to Chapter 2252, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran,***

Sudan, or a foreign terrorist organization. Failure to meet or maintain the requirements under this provision will be considered a material breach.

ARTICLE XXVI

CERTIFICATE OF INTERESTED PARTIES ELECTRONIC FILING

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Consultant submits a disclosure of interested parties (Form 1295) to the City at the time the Consultant submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Consultant will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The consultant shall:

1. Log onto the State Ethics Commission Website at :
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The OWNER must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

ARTICLE XXVII

PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance 18-757 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Consultant shall complete and submit the City's Conflict of Interest Questionnaire.

IN WITNESS HEREOF, the City of Denton, Texas has caused this Agreement to be executed by its duly authorized City Manager, and CONSULTANT has executed this Agreement through its duly authorized undersigned officer on this date 12/07/2021.

DocuSigned by:
CONSULTANT
BY: Graeme Finley
65EA1D712FBC29A
AUTHORIZED SIGNATURE

Printed Name: Graeme Finley

Title: Principal

571 242 0478

PHONE NUMBER

Graeme.Finley@us.gt.com

EMAIL ADDRESS

graeme.finley@us.gt.com

TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

DocuSigned by:
BY: Sara Hensley
5236DB296270423...
CITY MANAGER


ATTEST:
ROSA RIOS, CITY SECRETARY

DocuSigned by:
BY: Rosa Rios
1C5CA8C5E175493...

APPROVED AS TO LEGAL FORM:

DocuSigned by:
BY: Marcella Lunn
4B070831B4AA438...

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations and business terms.

DocuSigned by:

2B3E02ECE3184D8...
SIGNATURE Christine Taylor
PRINTED NAME

Director of Procurement and Compliance

TITLE

Procurement and Compliance

DEPARTMENT

Exhibit A

The Texas Department of Information Resources (DIR) Cooperative Program
Contract #DIR-TSO-4032, for AP Automation and Vendor Management Consulting Services
(on file at the purchasing office)



Exhibit B

Table of Contents

Letter of Transmittal	2
Key Personnel	3
Services, Timeline, and Pricing	4



Letter of Transmittal

August 12, 2021

Christine Taylor
Director of Procurement and Compliance
City of Denton
215 E. McKinney Street
Denton, TX 76201

Audit – Tax – Advisory
Grant Thornton LLC
111 Congress Ave, Suite 2500
Austin, TX, 78701
T: (512) 692-1200
F: (512) 692-1201
www.GrantThornton.com

Dear Ms. Taylor:

Grant Thornton LLC is pleased to present our proposal to provide Accounts Payable (AP) Automation and Vendor Management consulting services, as solicited in DIR Contract No. DIR-TSO-4032. As one of the world's largest accounting and management consulting organizations, Grant Thornton is a leading provider of project management, business process transformation, and information technology consulting services. Our enclosed proposal introduces our highly qualified team with the experience to support the City of Denton consulting requirements.

Grant Thornton's understanding is that the City of Denton desires to implement a fully automated software that will be utilized by the Finance and Purchasing Departments for vendor management and payment processing. The main goal of automating the accounts payable and vendor management process is to improve payment efficiencies and controls across departments. The system will need to integrate to the City's current financial reporting software (JD Edwards).

We look forward to working with the City of Denton on this critical initiative.

If you have any questions or require additional information, please contact me at (571) 242-0478 or via email at graeme.finley@us.gt.com.

Sincerely,

GRANT THORNTON LLC

A handwritten signature in black ink that reads "G. Finley".

Graeme Finley
Principal

Key Personnel

Grant Thornton understands the strategic importance and magnitude City of Denton's Accounts Payable Automation solution initiative and we have assembled a team with the appropriate industry, technology and managerial expertise to address the services outlined in the RFP.

We will align our work schedule with the core Monday-to-Friday business hours of our City of Denton teammates and project leaders, enabling the Grant Thornton team to provide valuable support and guidance with minimal travel expenses. The Grant Thornton team also brings significant prior experience with the City of Denton, allowing our team to immediately add value.



JD Edwards Leadership

Greg Davis - Principal and JD Edwards National Practice Lead

Greg is a Principal in Grant Thornton's Advisory Services, Technology Solutions practice in Kansas City, joining the firm as part of the Grant Thornton acquisition of MarketSphere in 2013. Greg leads a national practice of experienced JD Edwards project management, functional, and technical resources.

Experience

Greg has worked his professional career in business consulting for the leading IT Consulting firms of Arthur Andersen, PricewaterhouseCoopers, IBM and Grant Thornton. Focusing on providing referenceable JD Edwards services for over 22 years, Greg has consulted in a diverse portfolio of industries and Fortune 500 companies. He has conducted over 50 JD Edwards implementations, 40 JD Edwards upgrades, and several optimizations. Greg has extensive supply chain ERP experience in highly-regulated industries.

Recently, Greg and the Grant Thornton JDE team have delivered several successful JD Edwards upgrades ranging from technical (only) to fully transformational re-implementations. Oracle recently recognized and awarded the GT JD Edwards practice with the Partner Excellence Award for Outstanding Upgrades in 2014 and 2015. Mr. Davis has also helped many ERP organizations evaluate and assess their organization and controls to create ERP Governance and has recently published a white paper on The 4 ERP governance best practices you shouldn't ignore.

His industry expertise includes: manufacturing, distribution, construction, consumer products, automotive, tobacco, telecommunications, energy, utilities, public sector, and chemical. His JD Edwards expertise includes: JDE Financials, Distribution, Manufacturing, and Capital Asset Management. Additional areas of expertise include: supply chain optimization, Manufacturing planning, lot control, product configuration, and cost accounting.

Education

Greg holds Bachelor of Science degrees in Management Information Systems, and Marketing, from Kansas State University.

Critical Project Team Resources

Jeff Meadows (Director – Project Manager)

- Over 25 years of experience as a technology consultant and managing systems implementations of JD Edwards and 30 years of professional experience
- 29+ implementation "go-lives" with JD Edwards software products working with Arthur Andersen, PwC, IBM, MarketSphere and Grant Thornton (long history of JD Edwards project successes with Greg Davis)
- Jeff's professional education in accounting, expansive JD Edwards skills, communication skills, and his deep knowledge of numerous industries allows him to quickly gain the confidence of client executives
- Jeff was the project manager, functional and technical lead for the JDE 9.1, 9.2, and recent Tools upgrades at the City of Denton and has working knowledge and experience of all functional modules that the City of Denton runs today (including HR/Payroll)

Greg Davis (PMO and Quality Assurance)

- Specializes in project advisory and program/project management on JD Edwards implementations with complex third party integrations. Over 40 JD Edwards upgrades delivered.
- History with the City of Denton – project leader and partner on prior City of Denton project initiatives. Functional knowledge and implementation experience of all JDE modules being run by the City of Denton.

Anthony Palmisano (AP Functional Lead)

- Over 15 years of combined JD Edwards and professional experience
- 6+ JD Edwards implementations, upgrades, optimizations, and high complexity integrations to include interface(s) with third party Accounts Payable Automation software.

ERP Suites (CNC/Technical)

- Over 23 years of JD Edwards Technical Expertise with a heavy focus and background in JD Edwards CNC
- History with the Grant Thornton and City of Denton on previous projects
- Manages data centers for JD Edwards customers (hosting and managed services)
- Significant experience with JDE integrations, security, data archival tools, disaster recovery, high-availability, system monitoring

Services, Timeline, and Pricing

To fulfill the RFP consulting requirements, we will provide the below services:

1) Accounts Payable Automation and Vendor Management Integration with JD Edwards

Accounts Payable (AP) Automation and Vendor Management - Interface to JDE	Week											
	1	2	3	4	5	6	7	8	9	10	11	12
PHASE 1												
Project Onboarding/Planning												
Assist COD with Software/Process Requirements Gathering												
Assist COD Preparation for Vendor Scoring												
Attend COD Coordinated Vendor Demos (3 Preselected Vendors)												
Assist COD with Evaluation of Vendor Product and Final Selection (Per COD Requirements)												
Advise COD During Vendor Contracting Phase												
Assist COD with High Level Timeline and Cost Estimate for JDE Project Management/Configuration/Development/Training/Post Go-Live Support												
PHASE 2 (Fees for services in this Phase are NOT included in the estimated cost below)												
Assist COD with JDE Project Management/Configuration/Development/Training/Post Go-Live Support												
												TBD

Our fees for Phase 1 services are summarized as follows:

Accounts Payable (AP) Automation and Vendor Management - Interface to JDE				
Role	Hours	Rate	Fees	
Engagement Partner/QA	5	\$ 220	\$	1,100.00
Project Manager	168	\$ 190	\$	31,920.00
Accounts Payable Lead	336	\$ 190	\$	63,840.00
CNC	20	\$ 175	\$	3,500.00
Developer	40	\$ 100	\$	4,000.00
	569		\$	104,360.00

This pricing is specific to DIR Contract No. DIR-TSO-4032.

Travel expenses for activities planned for weeks 7-10 are estimated at \$11,975.00.

The following fixed price billing schedule will be utilized for invoicing:

- End of Phase 1: \$116,335.00

Exhibit C

CONFLICT OF INTEREST QUESTIONNAIRE -**FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 **Name of vendor who has a business relationship with local governmental entity.** Grant Thornton, LLP

2 **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

Yes

No

D. Describe each employment or business and family relationship with the local government officer named in this section.



4 **DocuSigned by:**
I have no Conflict of Interest to disclose.

Graeme Finley

11/3/2021

5 65FA1D712FBC49A...

Signature of vendor doing business with the governmental entity

Date

Exhibit C

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Exhibit C

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015