

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH GUIDEHOUSE INC., THROUGH THE DEPARTMENT OF INFORMATION RESOURCES (DIR) COOPERATIVE PURCHASING NETWORK CONTRACT NO. DIR-CPO-4947, FOR THE JD EDWARDS SYSTEM UPGRADE FOR THE TECHNOLOGY SERVICE DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 8236 – AWARDED TO GUIDEHOUSE INC., IN THE NOT-TO-EXCEED AMOUNT OF \$200,000.00).

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 and city ordinances; 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, this procurement was undertaken as part of the City's governmental function; 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>
8236	Guidehouse Inc.	\$200,000.00

SECTION 2. By the acceptance and approval of the above numbered items set forth in the referenced file number, 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 the referenced file number 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, 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 _____ and seconded by _____. The ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Paul Meltzer, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

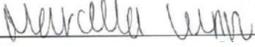
PASSED AND APPROVED this the _____ day of _____, 2023.

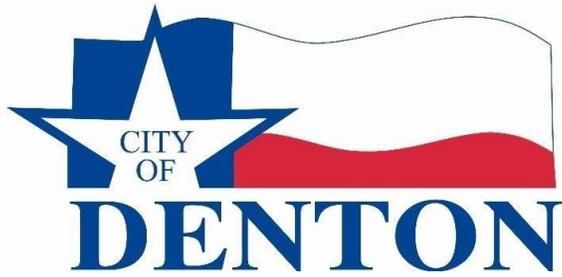
GERARD HUDSPETH, MAYOR

ATTEST:
JESUS SALAZAR, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY:  Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o, ou=City of Denton, email=marcella.lunn@cityofdenton.com, c=US
Date: 2023.05.17 17:54:18 -05'00'



DocuSign City Council Transmittal Coversheet

COOP	8236
File Name	JDE Upgrade
Purchasing Contact	Cori Power
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

**CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND GUIDEHOUSE INC.
(FILE # 8236)**

THIS CONTRACT is made and entered into this date _____, by and between Guidehouse Inc., a Delaware Corporation, whose address is 1676 International Drive, Suite 800, McLean, VA 22102, hereinafter referred to as "Supplier," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Supplier shall provide products in accordance with the Supplier's quote, a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit "C"**. The Contract consists of this written agreement and the following items which are attached hereto, or on file, and incorporated herein by reference:

- (a) Special Terms and Conditions (**Exhibit "A"**);
- (b) Department of Information Resources (DIR) Cooperative Purchasing Contract #DIR-CPO-4947 with Guidehouse Inc., (**Exhibit "B" on file at the office of the Purchasing Agent**);
- (c) Guidehouse Inc. Proposal (**Exhibit "C"**);
- (d) Certificate of Interested Parties Electronic Filing (**Exhibit "D"**);
- (e) Insurance Requirements (**Exhibit "E"**);
- (f) Form CIQ – Conflict of Interest Questionnaire (**Exhibit "F"**)

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

Prohibition on Contracts with Companies Boycotting Israel

Contractor acknowledges that in accordance with Chapter 2271 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, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (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.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to***

the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate against a firearm entity or firearm trade association,” “firearm entity” and “firearm trade association” shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. *By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.* Failure to meet or maintain the requirements under this provision will be considered a material breach.

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

Sections 2252 and 2270 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, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor, pursuant to Chapters 2252 and 2270, 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.

Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

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.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

SUPPLIER

CITY OF DENTON, TEXAS

BY: *Erin Hutchins*
DocuSigned by:
215D63AD4F79497
AUTHORIZED SIGNATURE

BY: _____
SARA HENSLEY, CITY MANAGER

Printed Name: Erin Hutchins

ATTEST:
JESUS SALAZAR, INTERIM CITY
SECRETARY

Title: Partner

BY: _____

5129831994

PHONE NUMBER

ehutchins@guidehouse.com

EMAIL ADDRESS

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

2023-1012734

TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

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

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

BY: *Shannon Mejia* Shannon Mejia
DocuSigned by:
482FC8F9C1F477...
SIGNATURE PRINTED NAME

Deputy Technology Director
TITLE

Tech Services
DEPARTMENT

Exhibit A
Special Terms and Conditions

1. Contract Term

Contractor is authorized to commence work under this contract upon execution of this AGREEMENT. Contractor 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 C. The contract shall remain effective for a period which may reasonably be required for the completion of the Project, acceptance by an authorized representative of the OWNER, exhaustion of authorized funds, or termination as provided in this Agreement, whichever occurs first.

2. Total Contract Amount

The contract total shall not exceed \$200,000. Pricing shall be per Exhibit C attached.

Exhibit C



City of Denton

JD Edwards Refresh

Proposal

TX DIR DBITS Contract No. DIR-CPO-4947

March 8, 2023

Provided to:

City of Denton
Technology Services
Attn: Jim Barnes
Buyer
Telephone (940) 390-4279
jim.barnes@cityofdenton.com

Provided by:

Guidehouse Inc.
Tamara Reynolds
Partner
1676 International Drive, Suite 800
McLean, VA 22102
Telephone (301) 928-7584
treynolds@guidehouse.com

Taxpayer Identification Number (TIN): 36-4094854
Data Universal Numbering System (DUNS): 022582428
SAM Unique Entity ID: N9NJK877QJK9
Commercial and Government Entity (CAGE) Code: 1HLR9

guidehouse.com

This proposal includes data that is proprietary and confidential to Guidehouse and shall not be disclosed outside the recipient's organization and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. However, if a contract is awarded to this offeror as a result of, or in connection with, the submission of these data, the recipient shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the recipient's right to use information contained in these data if they are obtained from another source without restriction. The data subject to this restriction are contained in specified pages/sheets herein.

This proposal does not constitute a contract to perform services and cannot be used to award a unilateral agreement. Final acceptance of this engagement by Guidehouse is contingent upon successful completion of Guidehouse's acceptance procedures. Any engagement arising out of this proposal will be subject to negotiation of a mutually satisfactory engagement contract including modifications to certain RFP terms and conditions and including our standard terms and conditions and fees and billing rates established therein.



March 8, 2023

Jim Barnes
City of Denton, Technology Services

Subject: Updated Proposal for JD Edwards Refresh under Contract No. DIR-CPO-4947

Dear Mr. Barnes:

Guidehouse Inc. is pleased to submit to continue to support the City of Denton JD Edwards implementation and infrastructure. Guidehouse is the prime contractor with ERP Suites proposed as a subcontractor.

Guidehouse is a leading global provider of consulting services to the public sector and commercial markets, with broad capabilities in management, technology, and risk consulting. By combining our public and private sector expertise, we help clients address their most complex challenges and navigate significant regulatory pressures focusing on transformational change, business resiliency, and technology-driven innovation. Across a range of advisory, consulting, outsourcing, and digital services, we create scalable, innovative solutions that help our clients outwit complexity and position them for future growth and success. The company has more than 16,500 professionals in over 50 locations globally. Guidehouse is a Veritas Capital portfolio company, led by seasoned professionals with proven and diverse expertise in traditional and emerging technologies, markets, and agenda-setting issues driving national and global economies. For more information, please visit www.guidehouse.com.

Guidehouse appreciates the opportunity to be considered for this important project and if selected, will provide the City of Denton with a team of professionals committed to your success. If you have any questions about our proposal, please contact Contracts Manager Virginia Boyd at (512) 402-3954, vboyd@guidehouse.com or me at (301) 928-7584, treynolds@guidehouse.com.

Sincerely,

A handwritten signature in black ink that reads "Tamara Reynolds".

Tamara Reynolds
Partner, State and Local Government



1.0 Scope

Guidehouse will perform a JD Edwards EnterpriseOne tools release upgrade from 9.2.4.4 to 9.2.7 release.

2.0 Project Tasks

Plan & Design

In collaboration with the City, Guidehouse will establish detailed processes, timelines, and resources required to execute activities. Guidehouse will deliver an upgrade project plan and an updated architecture design with server specifications.

Construct and Test

This phase is focused on leveraging resources effectively to execute the project plan in a controlled environment. The technical foundation will be installed by Guidehouse on the Deployment server, Enterprise servers, Database, and JAS servers. We will upgrade development and prototype environments. Note: Custom environments/path codes would be additional effort/cost.

- Install latest WebLogic 14c software (DV, PY & PS)
 - Configure settings
 - Configure server manager
- Install Tools Release 9.2.7.X (DV, PY & PS)
 - Run ASI
 - Enterprise servers
 - JAS servers
 - Deployment server
- Migrate JDE from 32-bit to 64-bit
- Install AIS and Orchestrator
- Install and Configure BSSV for development and production
- Install and Configure OneView Reporting
- Install & configure Oracle 19c database (DV, PY & PS)
- Perform user/data conversion
- Update & Install Current Visual Studio release.
- Configure WebLogic SSL
- Apply Update 7 and Fix Current Electronic Software Updates (ESU's) DV, PY & PS
- Implement Everest Single Sign on for JDE or upgrade and configure OAM
- Assist in the installation and configuration of Vertex.
- Build full packages for Development, Prototype & Pristine environments
- Install Fat Clients



- Provide support throughout the construct and test phase
- Configure Database Security and remove *PUBLIC
- Perform functional testing and validation – approximately three (3) weeks of regression testing, validation and training

When the City is ready to roll out the improvements to the organization, we will apply the tools release to the Production environment

- Install latest WebLogic server software (PD)
 - Configure settings
 - Configure server manager
- Install Tools Release 9.2.7.X (PD)
 - Run ASI
 - Enterprise servers
 - JAS servers
 - Deployment server
- Install & configure Oracle 19c database (PD)
- Apply Update 6 and Fix Current Electronic Software Updates (ESU's) PD
- Convert from 32bit to 64bit.
- Implement Database Security
- Build full packages for Production environment
- Perform user/data conversion and conduct mock go-live to identify and resolve any outstanding issues and minimize disruption to your business
- Provide support for post go-live activities

Guidehouse will provide retrofitting and testing of tailored components as follows:

- P564310 and P554210C – Majority of the work and testing
- P564310 - Copy of P4310 with Mods - Cloud Contracts
- P554210 - Copy of P4210 with Mods - Addition of Account number to Sales order
- P55101SL Copy of P0101SL and hide a few things - SSN etc.
- P4312, P0411, P4314 - Small changes for ScanMan retrofit.
- F43121 - Table change

3.0 Price & Period of Performance

The total price for the scope of services is **\$178,000**. Guidehouse and the City will mutually agree to a billing schedule and period of performance. The refresh needs to be completed before the end of fiscal year 2023 (September 30, 2023).



4.0 Required Resources

1. Guidehouse will need to work with the City's technical staff, key decision makers and application owners.
2. The City will commit sufficient internal resources and personnel to support remote troubleshooting efforts by Guidehouse, as required.
3. For remote access, Guidehouse will need VPN (or similar) connectivity.
4. Full administrative access may be required to all JDE systems (Deployment servers, Database servers, Enterprise servers, JAS servers, CNC FAT clients).
5. Customer acknowledges that timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from your officers, agents, and employees, and suitably configured computer products are essential to the performance of any services as set forth in this SOW.
6. Guidehouse will not be responsible for any deficiency in performing services if such deficiency results from City's failure to provide the full cooperation listed above.

5.0 Assumptions

1. Standing up new VMs or in-place upgrades of existing VMs will be the responsibility of Customer.
2. Third-party integrations will be identified before the project is started. Customer will be responsible for these integrations with the exception of the retrofitting described above.
3. Any change or omission in these assumptions, material additions or substitutions may impact fees.
4. Customer will provide all software applicable (unless otherwise stated or contracted) including Microsoft OS, Backup, Antivirus, Application, Oracle licensing, etc.
5. Customer will work with Guidehouse to implement a change request process. Guidehouse assumes any change from the original defined scope will be clearly documented and formally submitted in a change request.
6. Guidehouse is not responsible for overall project and/or time management. Guidehouse assumes the Customer will provide project management resources as they deem appropriate.
7. Customer and Guidehouse will be jointly responsible for communicating issues, opportunities and overall technical objectives which may affect the system configuration.
8. Customer's current technical configuration will remain stable and Guidehouse will have remote access through VPN (or similar) connectivity.
9. Guidehouse is not responsible for any functional support, development, testing, object retrofitting, software interfaces or end-user training not listed in this statement of work.
10. This Statement of Work is based on our current understanding of the project. Actual hours worked will be billed.
11. Pricing does not include support for any hardware, application, or any other item not explicitly stated.



12. For onsite support, rates do not include consultant travel expenses which will be billed monthly to the customer, at the actual expense incurred. Receipts are available upon request.
13. Guidehouse will perform the tasks and provide the deliverables specified in this document to the JD Edwards system including installation and upgrade of the technical foundation on the Deployment server, Enterprise servers and AIS/JAS servers (see “Project Tasks” below for a complete list);
14. Guidehouse will assist Customer with database and CNC tasks and activities.
15. Guidehouse will assist Customer Project Manager with overall project support and timeline and will be responsible for Guidehouse resource availability & scheduling.
16. Guidehouse will upgrade JD Edwards from 32-bit to 64-bit applications.
17. Guidehouse will replace OAM with Everest Single Sign on or upgrade OAM
18. Guidehouse is not responsible for any additional functional support, testing, or end-user training that is not specified in this statement of work. Formal training of technical staff and end-users is also considered out of scope but can be arranged with approved change request.

Customer Responsibilities:

Customer is responsible for the following list of activities (if applicable):

1. End-user training
2. Orchestration migration and testing
3. Provisioning Everest Single Sign on Software License if replacing OAM
4. Provisioning Virtual Machines for JD Edwards

Exhibit D
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 Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

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

The contractor shall:

1. Log onto the State Ethics Commission Website at :
<https://www.ethics.state.tx.us/filinginfo/1295/>
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 City 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.

Exhibit E
City of Denton
Insurance Requirements

Respondent's attention is directed to the insurance requirements below. It is highly recommended that respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal/Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

As soon as practicable after notification of contract award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A+ or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:
 - Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.
 - That such insurance is primary to any other insurance available to the Additional

Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers except as to claims arising out of the acts or omissions of the City, its employees or agents.
- ***Cancellation: Insurer shall endeavor to provide the City 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***
- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

1. CYBER/TECHNOLOGY NETWORK LIABILITY AND RISK INSURANCE

Cyber/Technology Network Liability and Risk Insurance, inclusive of Information Security and Privacy (first and third party coverage) to provide coverage for any damage caused by a network risk, cyber act or breaches of data and privacy right, the rendering of, or the failure to properly perform professional services for, but not limited to, computer programming, management information systems, negligent system design, disclosure of confidential information, and copyright infringement with minimum limits with minimum limits of \$2,000,000.00 per claim and \$4,000,000 in the aggregate.

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) and by City of Denton Ethics Code, Ordinance 18-757.

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.

Guidehouse Inc.

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.

Erin Hutchins

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 relations hip 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 I have no Conflict of Interest to disclose.

5 DocuSigned by:

Erin Hutchins

5/12/2023

Signature of Vendor doing business with the governmental entity

Date

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.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

Relative: a family member related to a City Official within the third 3rd degree of affinity (marriage) or consanguinity (blood or adoption)

City Official: for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

Vendor: a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

- (3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars (\$50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars (\$200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

Certificate Of Completion

Envelope Id: A7846AE38A0E4AED9D2C08A00B64841F	Status: Sent
Subject: Please DocuSign: City Council Contract 8236 - JDE Upgrade Services	
Source Envelope:	
Document Pages: 16	Signatures: 4
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Cori Power
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	cori.power@cityofdenton.com
	IP Address: 198.49.140.104

Record Tracking

Status: Original	Holder: Cori Power	Location: DocuSign
4/21/2023 4:19:04 PM	cori.power@cityofdenton.com	

Signer Events

Signer Events	Signature	Timestamp
Cori Power cori.power@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None)	Completed Using IP Address: 198.49.140.104	Sent: 4/27/2023 12:14:46 PM Viewed: 4/27/2023 12:19:20 PM Signed: 5/2/2023 4:06:16 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/2/2023 4:06:18 PM Viewed: 5/2/2023 5:00:38 PM Signed: 5/2/2023 5:01:46 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Marcella Lunn marcella.lunn@cityofdenton.com Mack Reinwand City Attorney City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 5/2/2023 5:01:49 PM Viewed: 5/5/2023 5:56:06 PM Signed: 5/5/2023 5:56:59 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Erin Hutchins ehutchins@guidhouse.com Partner Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 52.141.173.166	Sent: 5/5/2023 5:57:02 PM Resent: 5/9/2023 2:03:49 PM Viewed: 5/12/2023 2:03:09 PM Signed: 5/12/2023 2:07:23 PM
Electronic Record and Signature Disclosure: Accepted: 5/8/2023 2:10:55 PM ID: 50acec76-0e8b-4ae5-8597-f1903459768c		

Signer Events	Signature	Timestamp
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Shannon Mejia
Shannon.Mejia@cityofdenton.com
Deputy Technology Director
Security Level: Email, Account Authentication (None)

DocuSigned by:

432FCA9F9C1F477...
Signature Adoption: Pre-selected Style
Using IP Address: 35.150.13.128

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Viewed: 5/12/2023 2:29:56 PM
Signed: 5/15/2023 8:21:13 AM

Electronic Record and Signature Disclosure:
Accepted: 5/12/2023 2:29:56 PM
ID: 516904aa-0cb8-4abf-af0c-b378b1e988bc

Cheyenne Defee
cheyenne.defee@cityofdenton.com
Procurement Administration Supervisor
City of Denton
Security Level: Email, Account Authentication (None)

Sent: 5/15/2023 8:21:19 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sara Hensley
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jesus Salazar
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Electronic Record and Signature Disclosure:
Accepted: 5/5/2023 6:59:14 PM
ID: 05778190-ddf5-4769-9e02-141f24d5bb62

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Cheyenne Defee
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Procurement Administration Supervisor
City of Denton
Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:
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Carbon Copy Events**Status****Timestamp**

Gretna Jones
 gretna.jones@cityofdenton.com
 Legal Secretary
 City of Denton
 Security Level: Email, Account Authentication
 (None)

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Sent: 5/15/2023 8:21:17 AM
 Viewed: 5/15/2023 8:29:47 AM

Electronic Record and Signature Disclosure:
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City Secretary Office
 citysecretary@cityofdenton.com
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 (None)

Electronic Record and Signature Disclosure:
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James Barnes
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 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Stephanie Padgett
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 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Virginia Boyd
 vboyd@guidehouse.com
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 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	4/27/2023 12:21:43 PM
Envelope Updated	Security Checked	4/27/2023 12:21:43 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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