

RESOLUTION NO. 1-98
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Susan Llewellyn ON THE
26th DAY OF January, 1998.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ACCEPT A PROPOSAL SUBMITTED BY BARRY STROCK CONSULTING ASSOCIATES, INC., FOR CONSULTING SERVICES FOR A COMPUTER SYSTEM FOR THE CITY OF CENTERVILLE, OHIO.

WHEREAS, the City of Centerville requested proposals for consulting services for a computer system for the City of Centerville, and

WHEREAS, Barry Strock Consulting Associates, Inc., submitted a proposal to provide consulting services. The proposal includes an Orientation Presentation, Management/IS Plan and Findings, Needs Assessment and Request for Proposal, and

WHEREAS, as a result of a complete analysis of all proposals received, it has been determined that the proposal received from Barry Strock Consulting Associates, Inc., is the low and best proposal.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the proposal submitted by Barry Strock Consulting Associates, Inc., for consulting services for a computer system for the City of Centerville is hereby accepted. The cost is \$30,000.00, plus out of pocket expenses, not to exceed \$10,000.00, a copy of said proposed prices is marked Exhibit "A", attached hereto and incorporated herein.

Section 2. That the City Manager is hereby authorized and directed to enter into any necessary agreement to evidence acceptance of said proposal from Barry Strock Consulting Associates, Inc., and make payment pursuant thereto.

Section 3. This Resolution shall become effective at the earliest date allowed by law.

PASSED this 26th day of January, 1998.

Sally D. Busk
Mayor of the City of Centerville, Ohio

ATTEST:

Maurel J. McLaughlin
Clerk of Council, City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number 1-98, passed by the Council of the City of Centerville, Ohio, on the 26th day of January, 1998.

Maurel J. McLaughlin
Clerk of Council

Approved as to form, consistency
with the Charter and Constitutional Provisions.

Department of Law
Robert N. Farquhar
Municipal Attorney



CLIENT'S COPY

**BSCA SYSTEMS CONSULTING PROPOSAL FOR
CITY OF CENTERVILLE, OHIO**

SYSTEMS CONSULTING CONTRACT

BARRY STROCK CONSULTING ASSOCIATES, INC.

BSCA
Consulting Contract
with the City of Centerville

BSCA (Barry Strock Consulting Associates, Inc.) with offices located at 464 Pond Hill Road, Rensselaerville, NY 12147, will provide consulting services directly to the City of Centerville (hereinafter referred to as "CITY") with offices located at Centerville City Hall, 100 West Spring Valley Road, Centerville, OH 45458

I. SCOPE OF SERVICE

Our intended Scope of Work for the City of Centerville as described in our formal proposal responding to the City's RFP would be:

BSCA Orientation Presentation™

BSCA has pioneered this approach of educating their clients by use of training sessions prior to commencement of the Needs Assessment for all involved Centerville employees. This one day seminar has been a great success. The seminar prepares end-users and managers about the myths and facts about computer systems. It also prepares the prospective interviewees for the interviewing process. Sometimes employees do not understand the importance of why they are being asked questions and they may not understand how they will become an integral part of the system solution process. We believe that well informed employees will be better prepared decision-makers.

Task I: Management/IS Plan and Findings

Prior to commencing with a project, brief meetings with management permit BSCA sufficient information to document what Centerville's management believes are their aims, goals and expectations associated with a new computer system.

Task II: Needs Assessment

This is a process which consists of a labor intensive one-on-one sets of interviews. At the conclusion of the interviewing process, BSCA will be prepared to thoroughly and accurately document the existing system's strengths/weakness and define the needs for the Centerville's related systems for the next decade. BSCA will evaluate the major alternative system solutions and recommend the most optimal solution for the City of Centerville. BSCA will use its copyrighted *BSCA Systems Questionnaires*® to minimize the on-site disruption and maximize the quantity and quality of reliable data to conduct the Needs Assessment. There are over 1,000 questions which have been designed to elicit the critical data required in designing the systems requirements for BSCA system's studies. Only a subset of these questions are submitted to decision makers. The answers to these questions are utilized during the interviewing process to minimize the time required of Centerville personnel.

Task III: Request For Proposal

This is a document which will include the hardware, software, communications, training, installation, modification, and maintenance specifications for a municipal finance and utility-specific integrated system. Along with the RFP will come over **420 names and addresses** (on gummed labels) of the primary municipal and utility software firms in the U.S.A. BSCA will use our copyrighted *BSCA RFP Formats*© to query the vendors about their backgrounds, training & support hours, and detailed application functionality

Task IV: Evaluation of Vendor Bid Proposals and Contract Negotiations

This is a process which BSCA deftly guides the Centerville staff through the maze of systems jargon and vendor smoke-and-mirrors. BSCA provides a detailed analysis of the vendor proposals in a copyrighted *Systems Evaluation Document*.© This Task includes the final system sizing, and contract negotiations. With the assistance of hundreds of client-lawyers, and thousands of hour of contract negotiations, BSCA has developed a standard contract which is intended to protect our clients. With this well tested 120 page *Municipal/Vendor Contract*© BSCA can shorten the contract time significantly.

Task V: Oversee Systems Installation

This Task includes the oversight and management of the implementation and contract compliance.

II. COST FOR SERVICES

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;"> First Five Deliverables <ol style="list-style-type: none"> 1. Orientation Presentation 2. Task I: <i>Management/IS Plan</i> 3. Task II: <i>Need Assessment</i> 4. Task III: <i>Request For Proposal</i> 5. Handbook </td> </tr> </table>	First Five Deliverables <ol style="list-style-type: none"> 1. Orientation Presentation 2. Task I: <i>Management/IS Plan</i> 3. Task II: <i>Need Assessment</i> 4. Task III: <i>Request For Proposal</i> 5. Handbook
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<i>First 5 deliverables for a Fixed Fee of \$ 30,000 Plus expenses</i>
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III. PAYMENT SCHEDULE

We link our payments to milestones of accomplishment:

%	Dollars	Description
10%	\$3,000	Upon signing contract
9%	\$2,700	After completion of Orientation Presentation
8%	\$2,400	Thirty days after contract execution
6%	\$1,800	Sixty days after contract execution
4%	\$1,200	Ninety days after contract execution
25%	\$7,500	Upon submission of Draft Management Plan & Needs Assessment
8%	\$2,400	Upon submission of Final Management Plan & Needs Assessment
20%	\$6,000	Upon submission of Draft Request For Proposal
7%	\$2,100	Upon submission of Final Request For Proposal
3%	\$900	Upon submission of Vendor Notification Letter and Mail Labels
100%	\$30,000	

Draft documents not returned within thirty calendar days from date of issuance will be termed accepted for purposes of payment, but BSCA will be responsible to make any changes submitted up to 35 additional calendar days from issuance.

IV. Charges, Expenses and Payment Terms

Expenses [for Fixed Fee and for Time and Materials Tasks]

Expenses include, but are not limited to, travel costs such as lodging, meals for BSCA staff or for City staff during working meals, public transportation (taxis, bus, train, plane or car rental) or private transportation at thirty three cents (.33) per mile from BSCA offices plus tolls and parking charges. Additional reimbursable expenses include telephone, fax (\$1.25 /page), postage or shipping charges and any Centerville or state required licensing permits, fees or taxes.

City Provisions

The City will be responsible to provide printing, duplication or reproduction services and will assume all distribution costs for sending materials to the desired parties.

Payment Terms

Terms of payment are net thirty days (30) from the date of invoice. BSCA reserves the right to apply a financing charge of one and one half of one percent (1.5%) per month and compounded each successive month on the balance not paid within the thirty (30) day period.

Hourly Rate

For ONLY those SERVICES RENDERED IN ADDITION to the \$ 30,000 fixed fee proposed services, deliverables and hours, or if the contract is canceled at a earlier stage, charges, there will be at an hourly rate of \$125.00/hour plus travel and other costs incurred during the carrying out of the duties associated with this contract. BSCA will provide a detailed itemization of all tasks and hours expended. Hourly rates will be billed for the actual time expended at 15 minute minimum intervals. Thus, for example, if 25 minutes is expended, then one half hour is billed. Billing will be as follows:

On-site hours at the City or demonstration sites, or other directed sites as time is expended.

Travel Hours will be billed at 70% the time expended in traveling from BSCA offices.

Off-site hours provided for any preparation, consultation, research, analysis, evaluation, or presentations associated with this contract are billed as time is expended.

V. OTHER TERMS AND CONDITIONS

Limitation of Liabilities

BSCA makes no representation or warranties, express or implied, with respect to the services it has or will furnish including, but not limited to, any implied warranties or merchantability or fitness for a particular purpose and assumes no liability to the City except as specifically set forth in this contract, or any mutually agreed amendments thereto. Any loss is limited to fees paid to BSCA.



Barry Stroek Consulting Associates, Inc.

President
Title

12/31/97
Date

City of Centerville

Title

Date