

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made between the Town of Prosper, a municipal corporation located in Collin County, Texas (“OWNER”) and Sciens LLC (“CONSULTANT”).

OWNER hereby engages CONSULTANT to perform the following professional services (the “Services”): provide ERP System Software Selection for the Town of Prosper.

The Services are more particularly set forth in the scope of work attached as Exhibit A to this Agreement (the “Scope of Work”) and by this reference made a part of the Agreement. CONSULTANT accepts this engagement on the terms and conditions hereinafter set forth. In the event of any conflict between Exhibit A and this Agreement, the terms of this Agreement will govern.

I.

CONSULTANT agrees to accept as payment for the Services, inclusive of expenses, \$69,850. Such payment shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit A, Scope of Work. Additional services outside the Scope of Work will require prior written approval by OWNER.

II.

CONSULTANT will submit billings based on the completion of milestones as follows:

Phase	Activity	Total
1.1	Project Management, Data Gathering and Interviews	
A	Initial Data Gathering and Documentation	\$ 2,800
B	Onsite Department Interviews	\$ 13,800
1.2	Needs Assessment and Plan of Action	
A	Initial Budget and Timeline	\$ 4,600
B	Plan of Action Development	\$ 7,350
1.3	Requests for Proposals Development	
A	Technical Specifications Development	\$ 6,600
B	RFP Development	\$ 9,600
1.4	Vendor Evaluation & Selection	
A	Bidders Conference, Q&A Addendum, Vendor Evaluation Matrix, Proposals Evaluation	\$ 5,900
B	Short List Demos	\$ 8,400
C	Final Recommendations	\$ 1,800
D	Contract & SOW Negotiation Support	\$ 9,000
Total Cost		\$ 69,850

Billings will be in writing and of sufficient detail to fully identify the work performed to date of billing. No invoices detailing services performed outside the Scope of Work will be paid without corresponding proof of prior written authorization by the OWNER. Payments will be made by OWNER within 30 days of receipt of billing. Interest on payments over 30 days past due shall accrue at the rate provided by law.

III.

CONSULTANT will confer with representatives of OWNER to take such steps as necessary to keep the Services on schedule. CONSULTANT will begin work on the Services at a mutually agreed upon date.

IV.

CONSULTANT agrees that all products, including but not limited to all reports, documents, materials, data, drawings, information, techniques, procedures, and results of the work (“Work Product”) arising out of or resulting from the particular and defined Scope of Work that will be provided hereunder, will be the sole and exclusive property of OWNER and are deemed “Works Made for Hire”. CONSULTANT agrees to and does hereby assign the same to OWNER. CONSULTANT will enter into any and all necessary documents to effect such assignment to OWNER. CONSULTANT is entitled to maintain copies of all Work Product that is produced or used in the execution of this Agreement. It is understood that CONSULTANT does not represent that such Work Product is suitable for use by OWNER on any other projects or for any purposes other than those stated in this Agreement. Reuse of the Work Products by OWNER without the CONSULTANT’S specific written authorization, verification and adaption will be at OWNER’S risk and without any liability on behalf of CONSULTANT.

V.

CONSULTANT agrees neither it nor its employees or subcontractors or agents will, during or after the term of this Agreement, disclose proprietary or confidential information of OWNER unless required to do so by court order or similar valid legal means. Such proprietary and confidential information received by CONSULTANT or its employees and agents shall be used by CONSULTANT or its employees and agents solely and exclusively in connection with the performance of the Scope of Work.

VI.

CONSULTANT agrees that OWNER or its duly authorized representatives will, until the expiration of 3 years after final payment under this Agreement, have access to and the right to examine, audit, and copy pertinent books, documents, papers, invoices and records of CONSULTANT involving transactions related to this Agreement, which books, documents, papers, invoices and records CONSULTANT agrees to maintain for said time period.

VII.

Any and all taxes assessed by any government body upon services or materials used in the performance of this Agreement shall be the responsibility of CONSULTANT.

VIII.

CONSULTANT shall furnish at CONSULTANT’S own expense, all materials, supplies and equipment necessary to carry out the terms of this Agreement.

IX.

If CONSULTANT is requested in writing by OWNER to provide any services outside of the Scope of Work, CONSULTANT and OWNER will agree in writing as to the nature of such services and to a price for such services before any work is started.

X.

CONSULTANT AGREES TO INDEMNIFY AND HOLD HARMLESS OWNER AND ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST LIABILITY FOR DAMAGE TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE CONSULTANT OR THE CONSULTANT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH CONSULTANT EXERCISED CONTROL. CONSULTANT SHALL BE RESPONSIBLE FOR PERFORMING THE WORK UNDER THIS AGREEMENT IN A SAFE AND PROFESSIONAL MANNER AND SHALL BE LIABLE FOR CONSULTANT'S NEGLIGENCE AND THAT OF CONSULTANT'S EMPLOYEES, CONTRACTORS, AND AGENTS.

XI.

CONSULTANT will provide insurance coverage in accordance with OWNER'S insurance requirements as set forth in the "Certificate of Insurance Requirements" attached to this Agreement as Exhibit B and by reference made a part hereof. If the required insurance is terminated, altered, or changed in a manner not acceptable to OWNER, this Agreement may be terminated by OWNER, without penalty, on written notice to CONSULTANT. In addition, CONSULTANT will provide Professional Liability Insurance in the amount of \$1,000,000.00 per claim.

XII.

CONSULTANT shall at all times observe and comply with all applicable laws, ordinances, and regulations of the state, federal, and local governments which are in effect at the time of the performance of this Agreement.

XIII.

Either party shall have the right to terminate this Agreement by giving the non-terminating party seven days prior written notice. Upon receipt of notice of termination, CONSULTANT will cease any further work under this Agreement and OWNER will only pay for work performed prior to the termination date set forth in the notice. All finished and unfinished Work Product prepared by CONSULTANT pursuant to this Agreement will be the property of OWNER.

XIV.

In the event OWNER finds that any of the Work Product produced by CONSULTANT under this Agreement does not conform to the Scope of Work, then CONSULTANT will be given 30 days after written notice of the nonconformity to make any and all corrections to remedy the non-conformance. If after these 30 days CONSULTANT has failed to make any Work Product conform to the specifications, OWNER may terminate this Agreement and will only owe for work done prior to termination and accepted by OWNER. All finished or unfinished Work Product prepared by CONSULTANT pursuant to this Agreement will be the property of OWNER.

XV.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor to the party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other party, or its officers, directors, employees, agents, contractors, or elected officials, or other occurrences beyond the party's reasonable control ("Excusable Delay"). In the event of such Excusable Delay, performance shall be extended as agreed to in writing by the parties.

XVI.

CONSULTANT'S address for notice under this Agreement is as follows:

Attention: Stephen Gousie
5900 South Lake Forest Drive
McKinney, Texas 75070
Telephone: (469) 424-3415
E-Mail: sgousie@sciens.com

OWNER'S address for notice under this Agreement is as follows:

Attention: Harlan Jefferson, Town Manager
250 W. First St.
P.O. Box 307
Prosper, Texas 75078
Telephon: (972) 569-1010
E-Mail: hjefferson@prospertx.gov

Any notice given pursuant to this Agreement shall be effective as of the date of receipt by registered or certified mail or the date of sending by fax, or e-mail and mailed, faxed or e-mailed to the address or number stated in this Agreement.

XVII.

All obligations of OWNER are expressly contingent upon appropriation by the Town Council of sufficient, reasonably available funds.

XVIII.

CONSULTANT shall provide experienced and qualified personnel to carry out the work to be performed by CONSULTANT under this Agreement and shall be responsible for and in full control of the work of such personnel. CONSULTANT agrees to perform the Scope of Work hereunder as an independent contractor and in no event shall the employees or agents of CONSULTANT be deemed employees of OWNER. CONSULTANT shall be free to contract for similar services to be performed for others while CONSULTANT is under Agreement with OWNER.

XIX.

CONSULTANT will perform the services to be provided under this Agreement with the professional skill and care ordinarily provided by professional consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of surveying professionals.

XX.

CONSULTANT agrees not to discriminate by reason of age, race, religion, sex, color, national origin or condition of disability in the performance of the Services.

XXI.

No modifications to this Agreement shall be enforceable unless agreed to in writing by both parties.

XXII.

OWNER and CONSULTANT hereby each binds itself, its successors, legal representatives and assigns to the other party to this Agreement, and to the successors, legal representatives and assigns of such party in respect to all covenants of this Agreement. Neither OWNER nor CONSULTANT will be obligated or liable to any third party as a result of this Agreement.

XXIII.

CONSULTANT will not assign, sublet, or transfer interest in this Agreement without the prior written consent of the OWNER.

XXIV.

This Agreement is entered into and is to be performed in the State of Texas. OWNER and CONSULTANT agree that the law of the State of Texas shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interruption of this Agreement. All litigation arising out of this Agreement shall be brought in courts sitting in Texas with a venue in Collin County.

XXV.

In no event shall the making by the OWNER of any payment to CONSULTANT constitute or be construed as a waiver by the OWNER of any breach of the Agreement, or any default which may then exist, nor shall it in any way impair or prejudice any right or remedy available to the OWNER in respect to such breach or default.

XXVI.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day, month and year shown below to be effective as of the date that the last of the parties signs.

ATTEST:

Michelle Lewis Sirianni, Town Secretary

TOWN OF PROSPER
(OWNER)

By: _____
Harlan Jefferson, Town Manager

Date: _____

SCIENS LLC
(CONSULTANT)

By:  _____

Date: 10 September 2021

Exhibit A – Scope of Work

PHASE 1.1 – PROJECT MANAGEMENT, DATA GATHERING AND INTERVIEWS

The purpose of Phase 1.1 of the project is to establish the business context for the system replacement, examine current business practices and processes that need to be maintained or updated, and develop a preliminary budget and timeline for the project.

In Phase 1.1, we examine:

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

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

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

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

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



Specifically, this phase involves the following activities:

- Town Strategic Direction / Goals – Working with Town Management and the key stakeholders of the new system (e.g., Finance Director), Sciens gains an understanding of the Town’s strategic direction and goals, and how the new system would help to further that direction. We assist in the creation of a vision for the new system and definition of goals the Town wants to achieve through implementation.
- Business Practices and Process Review – We meet with cross-functional teams consisting of Department representatives knowledgeable in their portion of the business processes typically automated by current, Municipal Operations systems. During these meetings, we capture:
 - Workflow limitations of the existing system
 - Transaction volumes to be supported by the new system
 - Interfaces of the current system which translate into functionality that needs to be supported by the new system
 - Perform an overall SWOT Analysis (Strengths, Weaknesses, Opportunities, Threats) of current practices and processes.
- Infrastructure & Applications Architectures Review – We meet with the IT Department to discuss the existing infrastructure architecture, including network and servers, and applications architecture so that we can develop specifications that work within the existing environment. This is done in order to minimize the disruptive effect on the technical environment as well as minimize the technical support required by the new system.
- Integration Requirements – During both business practice/process and IT Department discussions, we examine the systems that are currently integrated to the system and look for opportunities to improve the efficiency of the environment by including them in the specifications for the replacement system.
- System Support Requirements – Assess the function and operations performed to support the current system based on interviews with the IT staff and end-user support staff, including:
 - The ability of the application to support technical services, such as workflow changes
 - Third party vendor interaction within the overall support structure
 - User involvement, control and segregation of duties between IT and user departments for configuration changes.

PHASE 1.2 – NEEDS ASSESSMENT AND PLAN OF ACTION

With the findings discovered in Phase 1.1, Sciens will then develop a Plan of Action.

- Needs Assessment and Action Plan – Sciens produces a comprehensive document at the conclusion of this phase, documenting the current state of the environment, the Town’s vision for the new system, infrastructure and application architectural requirements, integration requirements, system support requirements, and the initial budget and timeline for use in budget planning. In addition, Sciens develops a SWOT Analysis of the Town’s current business practices and processes, including recommendations for ones to be targeted for change with the new system.
- Initial Budget and Timeline Development – Based on Sciens’ experience at acquiring and implementing ERP systems, and using the requirements gathered during the Needs Assessment, we develop an initial budget for a replacement system that includes the required modules, interfaces, hardware and services. This data is presented in the form of a range of high and low-cost estimates. In addition, Sciens develops a preliminary timeline for implementation of the system.
- Status Meeting & Reporting – Throughout the phase, Sciens keeps the Town’s project manager informed regarding progress being made towards milestones, as well as alerting the project manager as to whether



there are any obstacles towards meeting the Town’s timeline for selection of a new system. Project team discussions and updates can occur as frequently as needed via GoToMeeting, or in person as required by the Town. Sciens recommends these meetings occur weekly throughout this phase, and on an ad hoc basis as needed. Minimally, formal presentations to the Project Team during this phase occur at the start of the project and with the delivery of the Action Plan.

PHASE 1.3 – REQUESTS FOR PROPOSAL DEVELOPMENT

In Phase 1.3, we assist the Town with the development of the Requests for Proposal and work with Purchasing to see them released to the marketplace.

Sciens develops detailed technical specifications utilizing the inputs from the Needs Assessment & Plan of Action phase. Once the specifications have been reviewed by the Town, they are compiled with response documents into a request for proposal (RFP). The RFPs are then issued by the Town to the Vendor marketplace. This phase includes:

- Software and Infrastructure Technical Specifications – Specifications are compiled using inputs from the interviews conducted in Phase 1.1. Specifications include software (functional) specifications grouped by major components of the systems which can include: Finance, Human Resources, Payroll, Planning & Development, Asset Management, Citizen Portal, Project Management, Time Entry, etc. In addition, infrastructure specifications (hardware and architecture) are created to describe the Town’s overall technical requirements (e.g., system architecture, network infrastructure, desired database and compatibility, servers and data storage, system backup and interfaces, security, scalability, reliability/stability, configuration flexibility, and centralized management). Once the Town has the opportunity to review the specifications, Sciens will conduct conference calls via GoToMeeting with the reviewers to discuss any specifications that need to be deleted, reworded or added.
- Refine Estimated Budget & Timeline – Throughout the project, Sciens reexamines the estimated budget and timeline using available inputs. Within the context of this phase, this will be done as part of the Vendor Evaluation Matrix (below) development in order to provide the Town with the most accurate estimate using the available vendors’ inputs.
- RFP Development & Release – Once the specifications have been developed, an RFP narrative section is developed. This describes the Town’s current environment, the vision the Town has for the new system, and specifically what the Town is looking for. In addition to the RFP narrative, proposal response forms are developed. These forms are the only permissible mechanism for vendors to respond to the RFP; they are compiled using locked MS Word and Excel files that force vendors to respond systematically to ease overall evaluation, while permitting them to have freeform fields for explanation and comment. Once the Town has had the opportunity to review the RFP document, Sciens will conduct conference calls via GoToMeeting with the Project Team to discuss any specifications that need to be deleted, reworded or added.

The RFP narrative, software specifications and proposal response forms, along with language supplied by Purchasing for the Town’s acquisition requirements, constitute the RFP. This is compiled for submission by the Town to bid services (e.g., Public Purchase) and/or direct submission to the top industry vendors.
- Selection Criteria and Weightings – As part of the RFP definition process, and prior to the release of the RFP to the marketplace, Sciens will work with the Town to define the selection criteria and respective weightings for each of the major components of the vendors’ responses. This will be done in full compliance with the Town’s Purchasing requirements, including any Cone of Silence requirements prohibiting communications with vendors during the selection process.
- Status Meeting & Reporting – Throughout the phase, Sciens keeps the Town’s project manager informed regarding progress being made towards milestones, as well as alerting the project manager as to whether



there are any obstacles towards meeting the Town’s timeline for selection of a new system. Project team discussions and updates can occur as frequently as needed via GoToMeeting, or in person as required by the Town. Sciens recommends these meetings occur weekly throughout this phase, and on an ad hoc basis as needed. Minimally, there will be discussions with each of the functional groups over their review of the specifications, and with the Project Team over the narrative, response forms, selection criteria and weightings, and overall RFP document. Formal presentations to the Project Team outside of this Phase’s process are kept to a minimum to reduce demands upon Project Team members which are already significant during this phase.

PHASE 1.4 – EVALUATION AND SELECTION OF A VENDOR

In Phase 1.4, the Sciens team evaluates proposals submitted by the vendors, assist the Town in selecting two vendors to be invited for demonstrations, assist the Town with evaluation of the demonstrations, incorporate feedback from the Town from reference checks and site visits, make a final recommendation on a vendor, and assist the Town with contract and statement of work negotiations.

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



Specifically, this phase involves the following activities:

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

- Vendor Evaluation Matrix – Sciens develops the Vendor Evaluation Matrix, a spreadsheet that tracks each vendors’ performance at each stage of the evaluation process. During Phase 1.4, we develop the vendor evaluation matrix, including weightings to be used for each component of the evaluation, to track performance by each vendor.
- 5-Year Cost Analysis – In addition to the Vendor Evaluation Matrix, Sciens will also develop a model to analyze the 5-year cost to the Town of the various cost options for each vendor. This analysis will then be ranked and weighted to assign points to the total score.
- Vendor Proposal Evaluations – Utilizing the Vendor Evaluation Matrix developed earlier, Sciens analyzes each of the proposal submissions for compliance with both technical and business requirements. In addition, Sciens will assist the Town project team through the evaluation of the proposals. Based upon this data, Sciens and the Town project team rate the overall performance of each vendor, and the strengths and weaknesses based upon its proposal response.
- Vendor Shortlist Selection – Sciens will enter the Town’s evaluative data into the Vendor Evaluation Matrix, ranking the vendors based on their estimated ability to satisfy requirements. Based upon this ranking, Sciens

works with the Town to recommend for the Town to consider inviting for demonstrations of their products and capabilities.

- Vendor Demonstrations – Sciens staff proctors and supports the Town through vendor demonstrations sessions as per detailed below:
 - ERP System Demos – up to six (6) demo days (i.e., 2 vendor demos, 3 days each).
 - Sciens provides the Town’s project team with a scoring tool to be used by Town staff evaluating the vendor demonstrations. Sciens will also evaluate the Vendor’s performance, if required by the Town. Subsequently, we compile the results of the scoring tool to score each of the vendors and add this data to the Vendor Evaluation Matrix.
- Contract and Statement of Work Negotiation Support – Once a vendor has been chosen for contract negotiations, Sciens works with the Town to review the vendor’s documents, attend meetings and conference calls as needed, to finalize a contract, license and support agreements, and statement of work that the Town finds acceptable. Sciens will provide up to 40 hours of contract and statement of work negotiation support.
- Status Meeting & Reporting – This is the longest phase in terms of overall duration, and regular communications between the Town and Sciens are critical. Throughout the phase, Sciens keeps the Town’s project manager informed regarding progress being made towards milestones, as well as alerting the project manager as to whether there are any obstacles towards meeting the Town’s timeline for selection of a new financial system. Project team discussions and updates can occur as frequently as needed via GoToMeeting, or in person as required by the Town. Sciens recommends these meetings occur weekly throughout this phase, and on an ad hoc basis as needed.

PROJECT DELIVERABLES

Detailed below is a summary of the deliverables you can expect to receive throughout the duration of the project.

Phases 1.1 and 1.2:

- Project Plan and Timeline
- Kickoff Presentation
- End User and Management Survey
- Business Practices and Processes Review
- Review of Current Technical Environment and System Status
- Review of ERP Functionality
- New System Vision
- Initial Budget and Timeline
- SWOT Analysis
- Needs Assessment and Plan of Action Report

Phase 1.3:

- Software and Hardware Technical Specifications
- Request for Proposal (i.e., narrative, finalized technical specifications, proposal response forms)
- Selection Criteria, Weightings and Decision-Making Process
- List of Representative Vendors in this space
- Updated Project Timeline GANTT and Budget
- Project Management & Status Reporting

Phase 1.4:

- Project Management & Status Reporting
- Vendor Pre-Bid Conference and Q&A Addendum
- Proposal Evaluation Matrix
- Vendors Proposals Evaluation
- Short List Recommendations
- Vendor Demonstration Proctoring & Evaluation
- Recommendation of Vendor Award
- Vendor Negotiations (i.e., Contract, License and Support Agreements, Statement of Work)

Exhibit B

**CERTIFICATE OF INSURANCE REQUIREMENTS
TOWN OF PROSPER, TEXAS**

Without limiting any of the other obligations or liabilities of the contractor, the contractor shall provide minimum insurance coverage as listed below, prior to the execution of the contract and maintain coverage, without interruption provided by an insurer of a Best Rating of B+ or better, until the work is completed and accepted by the Town. A certification of insurance will be placed on file with the Contracting Department of the Town of Prosper, prior to the execution of the contract.

TYPE OF COVERAGE **MINIMUM LIMITS**

WORKER'S COMPENSATION - Coverage A Statutory

NOTES:

Worker's Compensation Insurance shall include a
Waiver of Subrogation in favor of the Town of Prosper

EMPLOYERS LIABILITY - Coverage B

Bodily Injury by Accident - each accident	\$100,000
Bodily Injury by Disease - policy limit	\$500,000
Bodily Injury by Disease - each employee	\$100,000

COMMERCIAL GENERAL LIABILITY:

Coverage A - Each Occurrence	\$500,000
Coverage B - Personal & Advertising Injury	\$500,000
General Aggregate Other Than Products/Completed Operations	\$500,000
Products/Completed Operations Aggregate	\$500,000

NOTE:

- 1) Coverage for explosion, collapse, and underground property hazards cannot be excluded.
- 2) Contractual liability coverage cannot be excluded.
- 3) Contractor will assume all liability for independent subcontractors.
- 4) Coverage must include the Town of Prosper as an Additional Insured for all work performed for or on behalf of the TOWN.

AUTOMOBILE LIABILITY:

Bodily Injury Liability - Each Person	\$250,000
Bodily Injury Liability - Each Occurrence	\$500,000
Property Damage Liability - Each Occurrence	\$100,000

NOTE:

- 1) Coverage must include all owned, hired, and non-owned vehicles.
- 2) Coverage must include the Town of Prosper as an Additional Insured for all work performed for or on behalf of the Town.