



## Purchasing Division Request for Proposal

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**RFP No: 2026-15-A**

**RFP Title: RFP for Dental Benefits**

**Questions Deadline:**

**06/26/2026 @ 4:00PM**

**Due Date and Time:**

**07/17/2026 @ 3:00PM**

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Sealed Proposals for the materials or services specified will be received Ally Phillips-Sanfilippo at Holmes Murphy until the date and time as indicated above. Please submit **one (1) electronic version**, via email address listed below. You may also request a secure link to upload files.

**Delivery Address:**

**Ally Phillips-Sanfilippo**  
**APhillips@holmesmurphy.com**

Late submissions will not be considered. Responses must be submitted with the RFP number and the respondent's name and address clearly indicated on your proposal. Additional instructions for preparing a response are provided within.

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE DOCUMENT PRIOR TO SUBMITTING A RESPONSE.**

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For questions regarding this proposal including proposal specifications contact Holmes Murphy, the Town's Benefits Consultant:

Ally Phillips-Sanfilippo  
214-265-2296  
[APhillips@holmesmurphy.com](mailto:APhillips@holmesmurphy.com)

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The Town appreciates your time and effort in preparing a response. **Please note that responses must be received by the deadline shown.** Responses received after the deadline will not be considered for the award of the contract and will be returned unopened.

## TOWN OF PROSPER STANDARD TERMS & CONDITIONS FOR PROCUREMENTS

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1. **APPLICABILITY:** These standard terms and conditions apply to all goods or services procured by the Town of Prosper ("Town"), unless otherwise stated in the specifications. The instructions contained herein shall be incorporated into the contract as well as any subsequent purchase order(s) issued for goods or services, and shall be included as part of the specifications issued herewith.
2. **NOTIFICATION:** The Town of Prosper advertises formal procurement opportunities through *The Prosper Press*. The Town shall not be responsible for information distributed by sources other than the Town.
3. **ADDENDA:** Any revisions to the information contained herein will be issued in the form of one or more addenda. The sole issuing authority shall be vested in the Town of Prosper Purchasing Division. If addenda containing material changes to the specifications or pricing form are issued, the respondent shall acknowledge receipt of such addenda in the designated section on the Bid/Proposal Certification Form. It is the responsibility of the bidder/proposer to obtain and acknowledge any and all addenda. Failure to acknowledge receipt of any addenda may be cause to deem such submission non-responsive.
4. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or the apparent omission from these specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
5. **MINOR DEFECT:** The Town of Prosper reserves the right to waive any minor defect, irregularity, or informality in any bid/proposal. Minor defects, irregularities or informalities will not affect the end product/performance intended by the specifications. The Town also reserves the right to reject any or all bids/proposals with or without cause prior to award.
6. **SUBMISSIONS:** Submissions shall be submitted on the forms provided by the Town of Prosper and must be signed and dated by a duly designated representative or agent of the company submitting the bid/proposal. Respondents shall clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.
7. **PRESENTATION OF BIDS/PROPOSALS:** If submitting by paper, submissions shall be presented to The Town of Prosper Purchasing Office, 250 W. First Street, Prosper, Texas 75078, prior to the stated deadline. Paper submissions shall be presented in a sealed envelope with respondent's name and the bid/proposal number clearly identified on the outside of the envelope. For this RFP (2025-16-A) paper submission mailed are not required. Electronic submissions are preferred.
8. **LATE SUBMISSIONS:** The date/time stamp located in the Town of Prosper Purchasing Division serves as the official time clock. Submissions received in the Purchasing Division after the stated deadline shall be refused and returned unopened. The Town of Prosper is not responsible for issues encountered with methods of delivery.
9. **PRICING:** Prices offered shall be submitted for units of quantity as specified in the bid/proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure of a unit price or extended price made prior to bid/proposal opening shall be initialed by the signer of the bid/proposal, guaranteeing authenticity.
  - a. **FOR BIDS ONLY:** Prices offered **cannot** be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting an error in bid price after bid opening.
10. **TAXES:** The Town of Prosper is exempt from paying federal excise and transportation taxes and Texas State or local sales and use taxes. **Tax shall not be included in prices offered.** A Tax Exempt Form will be provided by the Town of Prosper upon request. A request for a Tax Exempt Form can be submitted in writing to [jcarter@prospertx.gov](mailto:jcarter@prospertx.gov) or by contacting the Purchasing Division at 972.569.1018.
11. **WITHDRAWAL OF OFFER:** Respondent agrees that an offer may not be withdrawn or cancelled for a period of one hundred twenty (120) days following the date and time designated for the receipt of the bid/proposal without written approval of the Purchasing Agent.
12. **F.O.B./DAMAGE:** Prices offered shall be F.O.B. Final Destination, Town of Prosper, Texas, and shall be all inclusive of shipping, handling and packaging costs. The Town accepts and assumes no liability for goods delivered in damaged or unacceptable condition. The successful respondent shall be responsible for handling all claims with carriers, and in case of damaged or unacceptable goods, shall ship replacement goods immediately upon notification by the Town.
13. **PREPARATION COST:** All costs associated with the preparation of an offer shall be borne by the respondent. The Town of Prosper will not be liable for any costs associated with the preparation, transmittal, or presentation of submissions, or with any materials submitted in response to the same.
14. **TESTING:** At the Town of Prosper's discretion, testing may be required prior to award of the bid/proposal or prior to delivery of goods or services. Testing shall be performed without expense to the Town.

15. **SAMPLES:** At the Town of Prosper's discretion, samples may be required prior to award of the bid/proposal or prior to delivery of goods or services. Samples shall be provided at no cost to the Town. Samples should not be enclosed with submission unless specifically requested.
16. **QUALITY:** Any catalog, brand names, or manufacturer's reference in this bid/proposal packet is merely descriptive and **not** restrictive, and is intended to indicate the type and minimum quality level desired for comparison purposes, unless otherwise stated herein to the contrary. All products and/or optional equipment offered shall be new and of current manufacture. No items of a demonstrator, leased, reconditioned, rebuilt, repossessed or used nature shall be considered, unless otherwise specifically stated herein.
17. **BID/PROPOSAL OPENINGS:** All offers will be read aloud at the Town of Prosper's scheduled opening for the designated bid/proposal. However, the reading of an offer shall not be construed as a comment on the responsiveness of such offer, or as any indication that the Town accepts such offer as responsive. Neither shall such reading be construed as a comment on the responsibility of the bidder/proposer.
  - a. The Town of Prosper will make a determination regarding the responsiveness of offers submitted based upon compliance with all applicable laws and the Town of Prosper's purchasing guidelines and project documents including, but not necessarily limited to, the bid/proposal specifications and contract documents. The Town will notify the successful respondent upon award of the contract; and, according to State law all offers received will be available for inspection after award.
  - b. For processes other than low bid or best value bid, only the names of respondents will be read aloud at the scheduled opening. Pricing information will not be released until after award of the contract.
18. **SUMMARY SHEET:** Bid/Proposal summary results are typically published within one (1) business day after the scheduled opening. Interested parties desiring a copy of a bid/proposal summary sheet may request the same by submitting a written request to [jcarter@prospertx.gov](mailto:jcarter@prospertx.gov).  
**RESULTS WILL NOT BE RELAYED OVER THE TELEPHONE.**
19. **ANTI-COLLUSION:** In submitting an offer, respondent certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.
20. **NO PROHIBITED INTEREST:** Respondent acknowledges awareness of the laws, Town Charter, and Town Code of Ethics regarding conflicts of interest. No officer, employee or agent of the Town of Prosper shall participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by Section 1.10 of the Town's Code of Ordinances and/or Chapter 171 of the Texas Local Government Code, that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined therein.
21. **NON-RESIDENT BIDDERS:** Texas Government Code, Chapter 2252: Non-Resident Bidders. Texas law prohibits city and governmental units from awarding contracts to a non-resident bidder/proposer unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid the non-resident bidder/proposer on a bid/proposal for goods and services in the non-resident bidder's state.
22. **DELINQUENT TAXES:** Any person, firm, or corporation that is in arrears to the Town of Prosper for delinquent taxes or otherwise, will not be recommended for award of any bid/proposal until the arrearage has been cleared in writing. If a contractor or vendor becomes delinquent while a contract is in force, payment for goods or services provided to the Town under said contract or purchase order may be withheld until the arrearage has been cleared in writing.
23. **MINIMUM STANDARDS FOR RESPONSIBILITY:** A prospective vendor must affirmatively demonstrate responsibility. The Town of Prosper may request representation and other information sufficient to determine respondent's ability to meet the minimum standards including but not limited to:
  - a. Have adequate financial resources, or the ability to obtain such resources as required;
  - b. Ability to comply with the required or proposed delivery schedule;
  - c. Have a satisfactory record of performance;
  - d. Have a satisfactory record of integrity and ethics; and
  - e. Be otherwise qualified and eligible to receive an award.
24. **AWARD OF CONTRACT:** The Town of Prosper reserves the right to award single or multiple contracts for the goods or services as stated herein. Furthermore, the Town reserves the right to take administration costs into consideration when awarding to multiple vendors.
  - a. The Town may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s) who provides goods or services at the best value to the Town. If using the best value method, the selection criteria will be clearly identified in the bid/proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:
    - A. The purchase price;
    - B. The reputation of the respondent and of the respondent's goods or services;
    - C. The quality of the respondent's goods or services;
    - D. The extent to which the goods or services meet the Town's needs;
    - E. The respondent's past relationship with the Town;

- F. The total long-term cost to the Town to acquire the respondent's goods or services; and/or
- G. Any relevant criteria specifically listed herein.

25. **ACCEPTANCE:** Respondent agrees that acceptance of any or all items by the Town of Prosper, Texas, within a reasonable period of time, not to exceed one hundred twenty (120) days following the date and time designated for the receipt of the bid/proposal, shall be binding upon respondent. Respondent shall thereafter execute all documents necessary to enter into a contract in a form acceptable to and properly executed by the Town to provide such goods and services.
26. **CONTRACT PERIOD:** Unless otherwise stated in the specifications contained herein, the contract period for this bid/proposal will be for one (1) year upon Town approval, with four (4) optional one-year renewal periods if agreeable to both parties. Renewal periods will be subject to the Town's availability of funds.
27. **FUNDING:** The Town of Prosper is a home-rule municipal corporation operated and funded on a fiscal year basis from October 1 to September 30. Accordingly, the Town reserves the right to terminate at any time, without liability to the Town, any contract for which funding is not available in a subsequent fiscal year.
28. **ASSIGNMENT:** The successful vendor shall not sell, assign, transfer or convey any contract, in whole or in part, to any other person or party without the prior written consent of the Town obtained through the Town's Purchasing Division.
29. **INTERLOCAL AGREEMENT:** The successful vendor agrees to extend prices for goods and services under the same terms and conditions of this bid/proposal to all governmental entities that have entered into, or may hereafter enter into, interlocal cooperative purchasing agreements with the Town of Prosper.
30. **CHANGE ORDER:** The Town of Prosper reserves the right to modify or change plans and specifications as deemed necessary after the performance of the contract has commenced, to decrease or increase the quantity of work to be performed, materials, equipment or supplies to be furnished, or address other provisions of the contract as approved by the Town Manager or Town Council, and as appropriate under state law. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the contract. All change orders or modifications to the contract shall be documented in written form by the Town of Prosper and acknowledged by the contracted vendor. **All change orders and modifications to the contract shall be processed through the Purchasing Division only.**
31. **DELIVERY PROMISE – PENALTIES:** Where indicated, respondents must provide the number of calendar days required to deliver goods or services to the Town of Prosper after receipt of order (ARO). **Do not quote shipping dates.** When a delivery delay can be foreseen, the vendor shall provide advance notice to the Purchasing Agent, who shall have the right to extend the delivery date if the reasons for delay are acceptable. Default in promised delivery, without acceptable reason(s), or failure to meet specifications as contained herein or in the contract documents, authorizes the Purchasing Division to purchase goods or services from an alternate source. The defaulting vendor may be subject to re-procurement costs.
32. **DELIVERY TIMES:** Unless otherwise specified herein, deliveries will only be accepted during normal working hours at the designated Town of Prosper location(s).
33. **INSPECTION:** Upon receipt of goods or services, the same will be inspected for compliance with the specifications contained herein or in the contract documents. If the goods or services do not pass inspection, the vendor will be required to remedy the situation at the vendor's sole expense. The vendor will be required to retrieve the rejected goods at the delivery point and provide the necessary repairs of or replacement and return of the goods in new condition to the original point of delivery; or re-perform services in accordance with the terms and conditions of the contract and to the Town of Prosper's satisfaction.
34. **INVOICES:** Invoices shall be submitted to the attention of Accounts Payable Department, P.O. Box 307, Prosper, Texas 75078, or electronically to [ap@prosper.tx.gov](mailto:ap@prosper.tx.gov).
35. **PAYMENT TERMS:** Payment terms are net 30 days, unless otherwise specified by the Town in the bid/proposal document.
36. **AUDIT:** The Town of Prosper shall have access to, and the right to examine, monitor and audit all records, documents, conditions and activities related to contracts awarded by the Town. It shall be the responsibility of the vendor to maintain records associated with this procurement for a period of three (3) years after completion of the contract, or in the event of litigation, a claim or audit, the records shall be retained until the resolution of such litigation, claim or audit.
37. **INSURANCE:** The Town of Prosper requires vendor(s) to carry the minimum insurance as required by the greater of the requirements contained in state laws or the insurance requirements contained in the contract documents.
38. **PRICE ESCALATION:** Unless otherwise stated in the specifications herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Agent. Basis for price escalation should be based on the Consumer Price Index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Prosper reserves the right to approve or reject any and all requests for price escalations.

39. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services are lower than the Town of Prosper's contracted prices, an equitable adjustment shall be made in the contract price in favor of the Town.
40. **INDEMNITY:** The bidder shall defend, indemnify and hold the Town of Prosper, its officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act, omission, or fault of the successful bidder, or of any agent, employee, subcontractor or supplier for which the successful bidder is responsible in the execution of, or performance under, any contract which may result from bid award and the bidder so agrees upon the submission of the bid. The bidder shall deliver, if so requested by the Town of Prosper, a written release of all liens or other proper evidence of same, to the satisfaction of the Town prior to the issuance of final payment by the Town.
41. **PATENT RIGHTS:** The bidder/proposer agrees to indemnify and hold harmless the Town of Prosper from any claim involving patent right infringement or copyright infringement on goods or services supplied to the Town pursuant to the contract documents.
42. **PROTESTS:** All protests regarding the solicitation process must be submitted in written form to the Purchasing Agent within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or in the contract documents.
- a. Post-award protests must be submitted in written form to the Purchasing Agent within five (5) working days after award.
  - b. The protest must include, at a minimum, the name of the protester, bid/proposal number or description of goods or services, and a statement of the grounds for the protest. The Purchasing Agent, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.
43. **TERMINATION FOR DEFAULT:** The Town of Prosper reserves the right to enforce the performance of the contract in any manner prescribed by law and deemed to be in the best interest of the Town in the event of breach or default of the contract. The Town reserves the right to terminate the contract immediately in the event the contracted vendor fails to meet delivery schedules, or otherwise perform in accordance with the specifications contained herein or in the contract documents. Breach of contract or default authorizes the Town to award the contract to another vendor, or purchase from an alternate source, and charge the full increase in cost plus any additional administrative costs incurred by the Town to the defaulting contracted vendor.
44. **REMEDIES:** The successful vendor and the Town of Prosper agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
45. **VENUE:** The validity of the contract and of any of its terms or provisions, as well as the rights and duties hereunder or the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in Collin County, Texas.

**Town of Prosper**  
**Request for Proposal No. 2026-15-A**  
**RFP for Dental Benefits**  
**Future Effective Date – January 1, 2027**

**I. Introduction**

The Town of Prosper ("Town") is requesting proposals for RFP for Dental Benefits as described in this proposal document. The Town will consider combinations of vendors/products to achieve the requirements listed in this RFP. It is the intent of the Town to select a provider or providers for one or multiple services. The Town reserves the right to award a single contract or multiple contracts for the services requested in this RFP. Award will be based on the evaluation criteria as stated herein.

Please offer multiple years of rate guarantee on the proposal starting with the effective date 1/1/2027, with four (4) optional one year renewal periods.

The tentative schedule for this Request for Proposals is as follows:

Release RFP to Providers.....	June 19, 2026.
Deadline for Questions and Inquiries.....	June 26, 2026 @ 4:00 p.m.
Proposal Submission Deadline .....	July 17, 2026 @ 3:00 p.m.
Earliest Award of Any Single Contract.....	July 2026.
Contract/Service Effective Date .....	January 1, 2027.

**PLEASE NOTE:**

Financial proposals should not be predicated on the award of a product/service outside of those requested within the RFP.

**II. General Information**

**A. Current Plan Information**

The Town of Prosper currently offers their fully-insured dental benefits program, with UnitedHealthcare (UHC) serving as the carrier and administrator for all dental plan services since January 1, 2023.

For plan designs, census and claims experience please review the Exhibits included in this proposal document.

**Note: The Town of Prosper currently recognizes Holmes Murphy as their benefits consultant for the RFP. All services and rates should be quoted NET of commissions. No other broker will be recognized during this RFP and evaluation process.**

## **B. Exhibits**

The following exhibits are included in this proposal document:

- Exhibit A - Dental
  - A1 – Dental RFP Workbook
  - A2 –Incumbent Plan Documents
  - A3 – Incumbent Renewal

## **III. Scope of Services**

### **A. Proposed Dental Program**

1. Fully-Insured - Match current Dental plan described in the attached Dental plan documents as closely as possible.
2. Vendors are required to complete the appropriate vendor response spreadsheets to be considered. This includes the proper benefit specific spreadsheet as well as the General Vendor information spreadsheet.
3. Please provide a Fully- Insured Quote based off the current structure of benefits.
4. Along with your services, please propose the most appropriate dental network that will meet the Town's provider network needs. You will need to include a network disruption analysis.

## **IV. Requirements**

Proposers must meet the minimum standards as indicated below in order for your proposal to be considered.

- A. Demonstrate adequate financial resources, or the ability to obtain such resources by providing the most recent fiscal year's statement.
- B. Demonstrate an ability to comply with the required or proposed delivery schedule.
- C. Demonstrate a satisfactory record of integrity and ethics in the profession by providing documentation supporting at least 5-7 years in the field.
- D. Be otherwise qualified and eligible to receive an award by providing appropriate company licenses, certifications, key staff assigned to work with the Town and other pertinent resources.
- E. Complete appropriate questionnaires.

Proposer must submit documentation supporting minimum standards as indicated above. Those failing to meet and/or provide documentation as requested will be considered non-responsive. The information contained herein is believed to be accurate and up-to-date, but is not intended to be an express or implied warranty.

**V. Submit one (1) electronic copy and provide the following information:**

1. Executive Summary
2. Detailed Proposal

Proposer is to complete the following questionnaires:

- a. General Questionnaire for All Respondents
- b. The appropriate Questionnaire for Carriers

All information provided in a proposal must be clearly explained and any exception or deviation must be clearly identified and explained.

3. Financial Statement

Proposer must provide most recent published financial statement and/or best insurance rating. Please provide financial size category.

**VI. Evaluation Criteria**

A review committee will judge the merit of proposals received in accordance with the requirements defined herein. Failure of proposer to provide in their proposal any information requested in this RFP may result in disqualification of the proposal. The sole objective of the review committee will be to select the proposal that is most responsive to the Town's needs. The Town reserves the right to choose multiple Contractors for the various products and services necessary to provide a comprehensive health insurance program for the employee and dependents. If any component proposed by the Contractor is contingent on placing other components with the same Contractor, please indicate so on the RFP response. The decision made by the Town will be final.

**Dental Plan**

<b>Dental Plan Scoring Criteria</b>	<b>Points</b>
Plan Design and Administrative Capabilities	20
Fees, Renewals, and Guarantees	40
Network and Disruption	25
Value-Added Services	10
Adherence to the Terms and Conditions of RFP	5
<b>Total Available Points</b>	<b>100</b>

**VII. Best and Final Option**

The Town reserves the right to request a Best and Final Offer from any or all proposers.

**VIII. Questions Deadline**

The Town requires that all questions relating to this proposal be submitted in writing via email



to Ally Phillips-Sanfiippo with Homes Murphy, at [APhillips@holmesmurphy.com](mailto:APhillips@holmesmurphy.com) by **4:00PM local time on June 26, 2026**. Questions will only be accepted until the stated deadline. **No questions will be answered over the phone.**

**IX. Insurance**

ALL RESPONDENTS must submit, with the proposal, proof of insurance coverage as stipulated in Exhibit F. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. Any provisions outlined in Exhibit F will be required of the selected provider only.

**X. Public Notice Statement for ADA Compliance**

The Town acknowledges its responsibility to comply with the Americans with Disabilities Act of 1990. Thus, in order to assist individuals with disabilities who require special services (i.e. sign interpretative services, alternative audio/visual devices, and amanuenses) for participation in or access to the Town sponsored public programs, services and/or meetings, the Town requests that individuals make request for these services forty-eight (48) hours ahead of the scheduled program, service and/or meeting. To make arrangements, contact the Town at (972) 569-1013.

**XI. Request for Documents**

Attachments are available in original format, upon written request. Please submit requests for documents to Ally Phillips-Sanfiippo with Homes Murphy, at [APhillips@holmesmurphy.com](mailto:APhillips@holmesmurphy.com)

## EXHIBIT E

### INSURANCE REQUIREMENTS PROFESSIONAL SERVICES

Services performed by consultants or other professionals, including but not limited to: Accountants, Attorneys, Architects, Engineers, Surveyors, Veterinarians, Real Estate Appraisal, Optometry, Landscape Architects, Medical Doctors, and Materials Testing.

Service provider shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the service provider. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

#### A. **MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable, except for professional liability.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.
4. Professional Liability, also known as Errors and Omissions coverage.

#### B. **MINIMUM LIMITS OF INSURANCE**

Service Provider shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence /\$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
  - a. Premises / Operations
  - b. Broad Form Contractual Liability
  - c. Products and Completed Operations
  - d. Personal Injury
  - e. Broad Form Property Damage
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease- Policy Limit, and \$100,000 Disease- Each Employee.
3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.
4. Professional Liability aka Errors and Omissions: \$500,000 per occurrence and in the aggregate.

#### C. **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductible or self-insured retentions in excess of \$10,000 must be declared to and approved by the Town.

#### D. **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the provider, products and completed operations of the provider, premises owned, occupied or used by the provider. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- b. The provider's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the provider's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
- d. The provider's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the insured's limits of liability.

2. Workers Compensation and Employer's Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the provider for the Town.

3. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

4. Professional Liability and / or Errors and Omissions:

"Claims made" policy is acceptable coverage which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the Town.

**E. ACCEPTABILITY OF INSURERS**

The Town prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than **A- VI**, or better.

**F. VERIFICATION OF COVERAGE**

Service Provider shall provide the Town with certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

**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. 1491, 80th Leg., Regular Session.

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

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

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

**OFFICE USE ONLY**

Date Received

**1** Name of person who has a business relationship with local governmental entity.**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 the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer 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 filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire 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 10 percent or more?

☐ Yes ☐ No

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

**4**\_\_\_\_\_  
Signature of person doing business with the governmental entity\_\_\_\_\_  
Date

Adopted 06/29/2007

**Town of Prosper  
RFP No. 2025-16-A  
Certification Form**

**Company Information**

The following information must be provided in its entirety for your proposal to be considered:

Company Name: \_\_\_\_\_

Principal Place of Business Address: \_\_\_\_\_

Principal Place of Business City, State, Zip: \_\_\_\_\_

Principal Place of Business Phone Number: \_\_\_\_\_

Principal Place of Business Fax Number: \_\_\_\_\_

Remittance Address (if different from above): \_\_\_\_\_

Remittance City, State, Zip: \_\_\_\_\_

Tax Identification No: \_\_\_\_\_

**Addendums**

If an addendum to this proposal is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 \_\_\_\_\_ Add. No. 2 \_\_\_\_\_ Add. No. 3 \_\_\_\_\_ Add. No. 4 \_\_\_\_\_ Add. No. 5 \_\_\_\_\_

**Certification**

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all items by the Town of Prosper, Texas, within the time frame indicated in this proposal, constitutes a contract.

The individual signing this proposal certifies that he/she is a legal agent of the company, authorized to submit on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

Authorized Representative:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address