



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		June 13, 2011		
Department:		Technology Services		
Department Head		David Stephens		
Agenda Coordinator (include phone #): Amy Powell X7342				
CAPTION				
To approve a contract for the purchase of professional services for KEDAR Information Technologies, Inc., for a Business Process Mapping (BPM) Project for the Building Inspection, Property Standards and Planning Departments, in the amount not to exceed \$137,632.00, and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	262,951	0	262,951
Encumbered/Expended Amount	0	0	0	0
This Item	0	-137,632	0	-137,632
BALANCE	0	125,319	0	125,319
FUND(S): TECHNOLOGY CO'S (2006 ISSUE)				
COMMENTS: Funds are available from the 2006 sale of Certificates of Obligation. This item, in the amount not to exceed \$137,632, will leave a current year balance of \$125,319 for these 2006 Issue Technology Improvement projects.				
STRATEGIC PLAN GOAL: The business process mapping project relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Technology Services recommends Council approve this contract for professional services, in the amount not to exceed \$137,632.00, to KEDAR Information Technologies, Inc., for a Business Process Mapping (BPM) Project for the Building Inspection, Property Standards, and Planning Departments. The purpose of this project is to document existing business processes in various departments currently using the Sungard Public Sector Software applications. Due to the degree of customizations, it is necessary for baseline documentation to be in place so that departments mentioned are not adversely affected during times of critical upgrades or the City replaces the application.				
List of Supporting Documents: Staff Memo and Contract		Other Departments, Boards, Commissions or Agencies		



MEMORANDUM

Date: 5/9/2011

To: Heather Parkerson, Purchasing

From: David Stephens, Director Technology Services

Subject: Award recommendation for Business Process Mapping

The desire of the City of Plano to document the existing business processes in various departments that are currently using the Sungard Public Sector (SPS) application requires the assistance of an outside entity to carefully and correctly document those processes. It is crucial that the institutional knowledge regarding this application and the current processes associated with the SPS be done expeditiously and consistently.

To date we have had the Customer Utility Services (CUS) and the Building Inspections departments map out their processes with the assistance of KEDARit. At this time I request that KEDARit be allowed to complete the task of working with Property Standards, Planning, and Technology Services to fully map out the processes in those departments as they relate to SPS and other technology related items.

KEDARit was issued an original PO to map out the CUS processes and as they went through the process it became apparent that the City of Plano needed to continue mapping out all the departments that used SPS. The prime factor in this decision was the degree of customization that had been done around SPS and the impending retirement of key TS support personnel. Without the documentation of how the processes are currently configured, it would be difficult for a new support person to understand how the customizations are implemented and maintained.

At this time I am requesting permission to have KEDARit complete the business process mapping efforts for Property Standards, Planning, and Technology Services in the amount of \$137,632.00. This documentation will serve as a baseline when the City of Plano upgrades or replaces the

SPS application. Without this documentation it may lengthen the time for any upgrades and there exists the possibility that processes were not defined. If this were to happen then the business practices of the five departments mentioned above may suffer and citizens would be affected adversely.

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PLANO, TEXAS AND
KEDAR INTEGRATION SERVICES, INC. DBA
KEDAR INFORMATION TECHNOLOGIES, INC.**

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **KEDAR INTEGRATION SERVICES, INC. DBA KEDAR INFORMATION TECHNOLOGIES, INC.**, a Texas corporation, hereinafter referred to as "Professional" to be effective from and after the date as provided herein.

W I T N E S S E T H:

WHEREAS, the City desires to engage the services of Professional for Business Process Mapping and Documentation Project, hereinafter referred to as the "Project"; and

WHEREAS, Professional desires to render such services for the City upon the terms and conditions provided herein.

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

I. ENGAGEMENT

The City hereby agrees to retain Professional to perform professional services in connection with Business Process Mapping and Documentation Project. Professional agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. SCOPE OF SERVICES

The parties agree that Professional shall perform such services as are further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A". The parties understand and agree that deviations or modifications in the Scope of Services may be authorized from time to time by the City, but said authorization must be made in writing.

III. SCHEDULE OF WORK

Professional agrees to commence work upon receiving a notice to proceed by City and to proceed diligently with said work until completion. Professional will spend approximately five (5) months (24 consecutive weeks) to complete this Project. However, if additional work is requested by City beyond what is contained in the Scope of Services, the Schedule of Work may be extended by written agreement of the parties.

IV. COMPENSATION/EXPENSES

Upon issuing a notice to proceed, Professional will begin work on the Project and payments shall be made to Professional following City acceptance of each stage of work, according to Exhibit "B", and within thirty (30) days of receiving Professional's invoice. Total compensation for Professional's work on the Project shall be in an amount not to exceed the

sum of **ONE HUNDRED THIRTY SEVEN THOUSAND SIX HUNDRED THIRTY TWO AND NO/100 DOLLARS (\$137,632.00).**

Professional recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Professional and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

V. INSURANCE

Professional agrees to meet all insurance requirements, and to require all consultants who perform work for Professional to meet all insurance requirements, as set forth in Exhibit "C", which is attached hereto and thereby made a part of this Agreement.

VI. INDEMNIFICATION

PROFESSIONAL AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT) OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY PROFESSIONAL'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE PROFESSIONAL, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE PROFESSIONAL IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

PROFESSIONAL AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF PROFESSIONAL'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF

PROFESSIONAL'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. PROFESSIONAL SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF PROFESSIONAL FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND PROFESSIONAL SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

IN ADDITION TO PROFESSIONAL'S INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION AND DEFENSE REQUIREMENTS HEREIN, IF AN INFRINGEMENT CLAIM OCCURS, OR IN PROFESSIONAL 'S OPINION IS LIKELY TO OCCUR, PROFESSIONAL SHALL, AT ITS EXPENSE: (A) PROCURE FOR THE CITY THE RIGHT TO CONTINUE USING THE PRODUCT; (B) REPLACE OR MODIFY THE PRODUCT SO THAT IT BECOMES NON-INFRINGEMENT WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE; OR (C) ACCEPT THE RETURN OF THE PRODUCT AND GRANT THE CITY A REIMBURSEMENT FOR THE PRODUCT. PROFESSIONAL WILL PROCEED UNDER SUBSECTION (C) ABOVE ONLY IF SUBSECTIONS (A) AND (B) PROVE TO BE COMMERCIALY UNREASONABLE.

THE INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION HEREIN APPLIES TO ALL PRODUCTS PROVIDED, SUPPLIED OR SOLD UNDER THIS AGREEMENT BY PROFESSIONAL TO CITY WHETHER MANUFACTURED BY PROFESSIONAL OR A THIRD PARTY. PROFESSIONAL REPRESENTS THAT, TO THE BEST OF ITS KNOWLEDGE, THE CITY'S USE OF PRODUCTS THAT ARE PROVIDED SUPPLIED, OR SOLD BY PROFESSIONAL TO CITY AS PART OF THIS AGREEMENT DOES NOT CONSTITUTE AN INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS AND THE CITY HAS THE LEGAL RIGHT TO USE SAID PRODUCTS. THE CITY ENTERS INTO THIS AGREEMENT RELYING ON THIS REPRESENTATION.

THE INDEMNIFICATION HEREIN SURVIVES THE TERMINATION OF THE CONTRACT AND/OR DISSOLUTION OF THIS AGREEMENT INCLUDING ANY INFRINGEMENT CURE PROVIDED BY THE PROFESSIONAL PURSUANT TO PARAGRAPH 3 IN THE HEREIN INDEMNIFICATION SECTION.

VII. INDEPENDENT CONTRACTOR

Professional covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City; that it shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Professional its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Professional.

VIII. ASSIGNMENT AND SUBLETTING

Professional agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. Professional further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Professional from its full obligations to the City as provided by this Agreement.

IX. AUDITS AND RECORDS

Professional agrees that at any time during normal business hours and as often as City may deem necessary, Professional shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of three (3) years from the date of City's acceptance of the final Project, or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

X. PROHIBITED INTEREST

Professional agrees that it is aware of the prohibited interest requirements of the City Charter and Code of Conduct and will abide by the same. Further, a lawful representative of Professional shall execute the affidavit shown in Exhibit "D". Professional understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

XI. CONTRACT TERMINATION

The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Professional. In the event of such termination, Professional shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Professional in connection with this Agreement. Professional shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

XII. OWNERSHIP OF DOCUMENTS

Upon termination of this Agreement, Professional shall transfer, assign and make available to City, or its representatives, all property and materials in its possession or control belonging to the City and paid for by the City. In the event that the material, which is the subject of this Agreement, is copyrightable subject matter, Professional and City agree that for the purposes of this order the material shall be a work made for hire and the property of the City. In the event that the material which is the subject of this Agreement is not copyrightable subject matter, or for any reason is determined not to be a work made for hire, then and in such event Professional hereby assigns all right, title and interest to said material to City for the fees specified herein.

XIII. TRADE SECRETS

In conducting business and in anticipation of conducting business with Professional it may be necessary for the City to share trade secrets and/or other confidential and/or proprietary information or matter with Professional. The parties agree that such information and the materials referenced in the Agreement, the results and developments therefrom are confidential and/or proprietary information belonging to the City. Professional agrees not to disclose to any third party any such trade secrets and/or confidential or proprietary information for its own separate benefit. Professional will be responsible for its employees or agents complying with the provisions of this Agreement.

Similarly the City agrees that the Business Process Mapping and Documentation Project created is intended solely for the use and benefit of Plano, Texas and any distribution to another destination marketing organization without the written consent of Professional is prohibited unless required by law or court order. The City will be responsible for its employees or agents complying with the provisions of this Agreement.

XIV. COMPLETE AGREEMENT

This Agreement, including the Exhibits lettered "A" through "C", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XV. MAILING OF NOTICES

Unless instructed otherwise in writing, Professional agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano, Texas
Technology Services Department
Attn: David Stephens
P.O. Box 860358
Plano, TX 75086-0358

City agrees that all notices or communications to Professional permitted or required under this Agreement shall be addressed to Professional at the following address:

KEDAR Information Technologies, Inc.
Attn: Neil Nobie
401 E. Corporate Dr., Suite 100
Lewisville, TX 75057

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XVI. AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

XVII. MISCELLANEOUS

A. Paragraph Headings:

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Agreement Interpretation:

This is a negotiated Agreement, should any part be in dispute, the parties agree that the terms of the Agreement shall not be construed more favorably for either party.

C. Venue/Governing Law:

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County Texas. Exclusive venue shall lie in Collin County, Texas.

D. Successors and Assigns:

City and Professional and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability:

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date:

This Agreement shall be effective from and after execution by both parties hereto.

SIGNED on the date indicated below.

**KEDAR INTEGRATION SERVICES, INC.
DBA KEDAR INFORMATION
TECHNOLOGIES, INC.**

DATE: _____

BY: _____

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2011, by _____, _____ of **KEDAR INTEGRATION SERVICES, INC. DBA KEDAR INFORMATION TECHNOLOGIES, INC.**, a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2011, by **BRUCE D. GLASSCOCK**, City Manager, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

To: David Stephens, Director Technology Services

City of Plano

1520 Ave. K
Plano, TX 75086

From: Neil Nobie, BPM Practice Leader

KEDAR Information Technologies, Inc.

Subject: Business Process Mapping and Documentation Project

KEDARit ('Provider') is honored to provide this proposal for your consideration to continue the Business Process Mapping (BPM) Project for the following City of Plano ('Client') departments:

- Building Inspections
- Property Standards, and
- Planning.

SCOPE

- Client Departments:
 - Building Inspections
 - Document all related SPS technical customizations and other business process relevant applications
 - Reconcile and finalize any gaps identified between the current BPM and technical customization documents
 - Property Standards and Planning
 - Define and document up to 111 (37 Property Standards and 74 Planning) business processes
 - Map and document current business process controls, staff roles and responsibilities, and key procedural steps
 - Define other City of Plano internal departments and external entity related business interactions and dependencies.
 - Document all SPS technical customizations and other business process relevant applications
 - Reconcile and finalize any gaps identified between the current BPM and technical customization documents
- Interview Client staff members:
 - Building Inspections Department – up to 3 technical support staff
 - Property Standards Department – up to 10 department staff members and 3 technical support staff
 - Planning Department – up to 18 department staff members and 3 technical support staff
- The Provider assigned team will perform for the following for each Department.
 - Coordinate one-on-one and group meetings with Client staff.
 - Conduct on-site group meetings up to two days per week with Client staff.
 - Conduct one-on-one meetings with Client staff as needed to complete all deliverables.

- Provider will continue to use the customized BPM methodology applied to the Customer Utility Services and Building Inspections Departments.
- Provider will develop BPM business, process and technical customizations project deliverables in Microsoft Word format.
- Provider will develop a BPM Executive Summary per department in Microsoft Power Point format.
- Provider will develop and deliver a comprehensive BPM Overview Guide that includes BPM project deliverables completed for the:
 - Customer Utility Service Department,
 - Building Inspections Department,
 - Property Standards Department, and
 - Planning Department.
- Provider will conduct department and overall City of Plano management Executive Summary presentations.

ASSUMPTIONS

- Client staff will be available for project meetings and follow-up calls.
- The Provider team is provided a work and meeting area for on-site visits.
- Client will provide a single point of contact in each department to coordinate meetings and interview schedules with staff.
- It is not anticipated that travel will be requested by the Client, but should a request for travel be approved the Client will be reimburse Provider at actual cost.

TEAM

The Provider assigned team is two Management Consultants, and a Project Officer.

DELIVERABLES

Per department deliverables are:

- Two bound printed color copies plus two additional black and white copies of the Process and Procedures Document for each department
- CDs for each department that contain:
 - Executive Summary presentation in Microsoft PowerPoint format
 - Business Process and Technical Customizations Documents in Microsoft Word format
 - All related documents and materials

The project final deliverable is two bound printed color copies of the BPM Overview Guide.

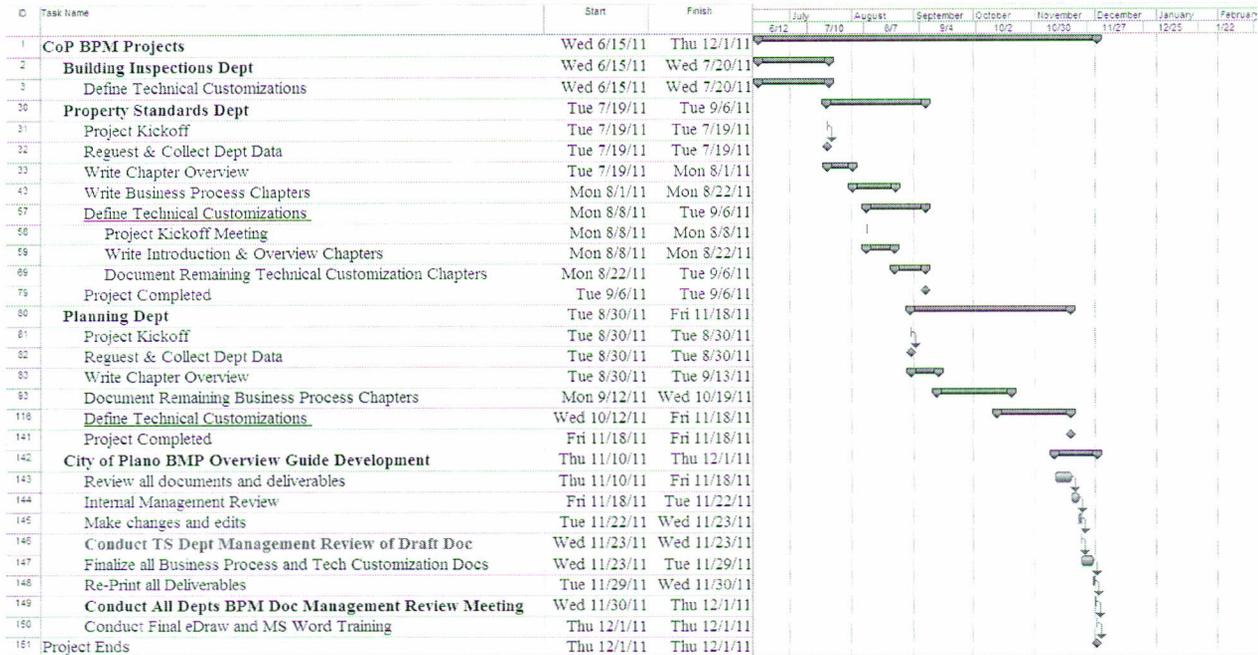
SCHEDULE

This table below depicts the project phases, milestones, and target completion dates.

The project duration is estimated to be 5 months (24 consecutive weeks).

Start Date: Jun 15, 2011

End Date: Dec 1, 2011


PRICE SUMMARY

This table depicts the total price quote per project phase.

Project Phase	Quote
Building Inspections Department Technical Customizations	\$28,674
Property Standards Department Business Process and Technical Customizations	\$34,408
Planning Department Business Process and Technical Customizations	\$63,081
City of Plano BPM Overview Guide Development	\$11,469
Total	\$137,632

PRICE

The price for this project is: \$137,632.00

Should project scope items be modified by the Client in order to complete the project, Provider will submit to the Client a Change Order to adjust the price.

Scope items that would dictate a Change Order are:

- increased number of processes,
- additional number of individual Client project participants,
- additional days beyond the project end date (Dec 1, 2011), and
- more than two on-site days per week are required.

PAYMENT SCHEDULEProfessional Service

This not to exceed project price of \$137,632.00 will be invoiced as follows:

1. \$68,816.00 (50%) due upon the signing of the "Authorization to Proceed" for this project.
2. \$22,938.67 (33%) due at the one-third milestone date (Aug 14, 2011).
3. \$22,938.67 (33%) due at the two-thirds milestone date (Oct 14, 2011).
4. \$22,938.66 (33%) payable within 10 days of the end of project.

The above price and payment schedule are quoted as not to be exceeded without a Client approved written Change Order. Change Order invoices will be submitted separately.

The signature below represents the understanding and authorization to proceed for this engagement. The signature shall be granted by an individual sufficiently authorized to act as an agent of the City of Plano in such transactions.

Authorization to Proceed

Full name

Title

Signature

Date

City of Plano Insurance Requirements

Requirements

Contractors performing work on City property or public right-of-way for the City of Plano shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Plano.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate; Or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated B+VI or higher by A.M. Best or A or higher by Standard & Poors
1. Business Auto Liability	As required by State of Texas	
Workers' Compensation & Employers' Liability	Statutory Limits \$100,000 each accident	City to be provided a waiver of subrogation

**Questions regarding this insurance should be directed to the City of Plano Purchasing Department
(972) 941-7557.**

A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.

INSURANCE REQUIREMENT AFFIDAVIT
(SUPPLEMENTAL INFORMATION)

(To be completed by appropriate Insurance Agent)

I, the undersigned agent, certify that the insurance requirements contained in this proposal document have been reviewed by me with the below identified vendor. If the below identified vendor is awarded this contract by the City of Plano, I will be able, within ten (10) working days after being notified of such potential award, to furnish a valid insurance certificate to the City meeting all of the requirements contained in this proposal.

Agent's Signature

Agent's Name Printed

Name of Insurance Carrier

Address of Agency

City, State, Zip

Phone number where Agent may be contacted

Vendor's Name (please print or type)

SUBSCRIBED AND SWORN to before me by the above named _____

on this the _____ day of _____, 20____.

Notary Public in and for the State of _____.

NOTE TO AGENT:
IF THIS TIME REQUIREMENT IS NOT MET, THE CITY HAS THE RIGHT TO DECLARE THIS VENDOR NON-RESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOWEST PROPOSER MEETING THE SPECIFICATIONS. IF YOU HAVE ANY QUESTIONS CONCERNING THESE REQUIREMENTS, PLEASE CONTACT THE CITY OF PLANO PURCHASING DIVISION AT 972-941-7557.

Commercial Certificate of Insurance



FARMERS

Agency
 Name • Joseph Qiu
 & • 6541 Preston Rd Ste 200
 Address • Plano, TX 75024-2705
 • 972-781-0808

Issue Date (MM/DD/YY) 05/12/2011

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies shown below.

St. 35 Dist. 50 Agent 341

Companies Providing Coverage:

Insured
 Name • WILLIAMS, CHARLES
 & • KEDAR INFORMATION TECHNOLOG
 Address • 401 E. CORPORATE DR
 • LEWISVILLE, TX 75057

- Company A Truck Insurance Exchange
Letter
- Company B Farmers Insurance Exchange
Letter
- Company C Mid-Century Insurance Company
Letter
- Company D _____
Letter

Coverages

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Co. Ltr.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
B	General Liability	605004258	04/25/2011	04/25/2012	General Aggregate	\$ 2,000,000
	✗ Commercial General Liability				Products-Comp/OPS Aggregate	\$ 1,000,000
	✗ - Occurrence Version				Personal & Advertising Injury	\$ 1,000,000
	Contractual - Incidental Only				Each Occurrence	\$ 1,000,000
	Owners & Contractors Prot.				Fire Damage (Any one fire)	\$ 75,000
					Medical Expense (Any one person)	\$ 5,000
	Automobile Liability All Owned Commercial Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability				Combined Single Limit	\$
					Bodily Injury (Per person)	\$
					Bodily Injury (Per accident)	\$
					Property Damage	\$
					Garage Aggregate	\$
	Umbrella Liability				Limit	\$
A	✗ Workers' Compensation and Employers' Liability	A07447060	04/25/2011	04/25/2012	Statutory	
					Each Accident	\$ 1,000,000
					Disease - Each Employee	\$ 1,000,000
					Disease - Policy Limit	\$ 1,000,000

Description of Operations/Vehicles/Restrictions/Special items:

City of Plano Office of Risk Management is listed as additional insured with a waiver of subrogation with regards to workers compensation in favor of City of Plano.

Certificate Holder

Name • City of Plano
 & • Office of Risk Management
 Address • 7501-A Independence Pkwy
 • Plano, TX 75025

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Anna K. Lewis

 Authorized Representative

INSURANCE REQUIREMENT AFFIDAVIT
(SUPPLEMENTAL INFORMATION)

(To be completed by appropriate Insurance Agent)

I, the undersigned agent, certify that the insurance requirements contained in this proposal document have been reviewed by me with the below identified vendor. If the below identified vendor is awarded this contract by the City of Plano, I will be able, within ten (10) working days after being notified of such potential award, to furnish a valid insurance certificate to the City meeting all of the requirements contained in this proposal.


Agent's Signature

JOSEPH QIU
Agent's Name Printed

FARMERS INSURANCE
Name of Insurance Carrier

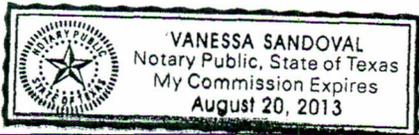
6541 PRESTON RD #200
Address of Agency

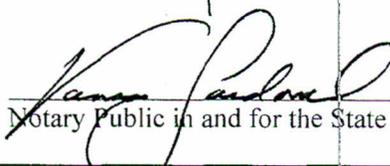
PLANO, TX 75024
City, State, Zip

(972) 781-0808
Phone number where Agent may be contacted

KEDAR IT
Vendor's Name (please print or type)

SUBSCRIBED AND SWORN to before me by the above named Joseph Qiu
on this the 11th day of May, 2011.




Notary Public in and for the State of Texas

NOTE TO AGENT:
IF THIS TIME REQUIREMENT IS NOT MET, THE CITY HAS THE RIGHT TO DECLARE THIS VENDOR NON-RESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOWEST PROPOSER MEETING THE SPECIFICATIONS. IF YOU HAVE ANY QUESTIONS CONCERNING THESE REQUIREMENTS, PLEASE CONTACT THE CITY OF PLANO PURCHASING DIVISION AT 972-941-7557.

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of **KEDAR INTEGRATION SERVICES, INC. DBA KEDAR INFORMATION TECHNOLOGIES, INC.**, a Texas corporation, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **KEDAR INTEGRATION SERVICES, INC. DBA KEDAR INFORMATION TECHNOLOGIES, INC.**, is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

“No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council.”

I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

**KEDAR INTEGRATION SERVICES, INC. DBA
KEDAR INFORMATION TECHNOLOGIES, INC.**

By: _____
Signature

Print Name

Title

Date

STATE OF TEXAS §
 §
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2011.

Notary Public, State of Texas