



LYNNWOOD
WASHINGTON

Request for Proposal
for
Project to Address Homelessness
RFP No. 2605

Date Issued: September 14, 2015

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1. INTRODUCTION

1(A) City Information

The City of Lynnwood (the "City") is located in South Snohomish County approximately fifteen (15) miles north of Seattle and twelve (12) miles south of Everett. The City serves as the primary business center of south Snohomish County. The City has a population of over 35,000 and encompasses almost eight (8) square miles in Snohomish County. A mayor-council form of government administers the City with seven (7) elected Council members and an elected Mayor. The City's approximately 324 regular full-time employees, 17 regular part-time employees, and 139 part-time/seasonal employees provide an array of services including police, fire protection, emergency medical services, water distribution, sewage collection and treatment, street construction and maintenance, and parks and recreational facilities including a pool, a senior center, and a golf course. The City also has a municipal court and a jail facility that provide services locally and to other governmental agencies.

The Mayor directs all City operations. The City's address is 19100 44th Avenue West, P.O. Box 5008, Lynnwood WA 98046-5008.

The City has nine (10) central departments: Fire; Police; Human Resources; Public Works; Municipal Court; Economic Development; Administrative Services; Information Services; Parks, Recreation and Cultural Arts; and Community Development.

For more information about the City of Lynnwood, visit <http://www.ci.lynnwood.wa.us>.

1(B) Purpose and Scope Summary

Purpose Statement

The City of Lynnwood understands that there are individuals along the spectrum of homelessness within our City and in our area. Although the City assists in the organization of cold weather and emergency relief this is not a long term solution. We are seeking proposals from organizations with expertise in this area to contract with the City for a Homelessness program. \$75,000 funding is available for contracting with one or more agencies to conduct work under resulting contracts. Organizations are invited to propose work programs to begin addressing homelessness in our area.

- Description of your organization and experience in providing services to homeless or vulnerable populations. Describe your capacity to conduct and oversee the completion of the work.
- Outline for program work and results anticipated. Indicate if the work is new or an addition to existing programs. Identify analysis, reports, recommendations and other milestones anticipated for the work. Provide addition detail as desired.
- Describe what partnerships with other organizations or municipalities will be used or created to achieve the desired results.
- Provide a schedule for areas of work to be completed, and include milestones, phases and deliverables that are measurable for the work proposed.
- Identify staff that would be assigned to the work, and provide qualifications, experience, and educational information demonstrating their capacity.
- Describe the anticipated outcomes of the work, the dates for completion, and proposed cost of milestones achieved during the contract.
- Provide references for your organization and assigned staff.

1(C) RFP Cover Sheet

CITY OF LYNNWOOD
Project to Address Homelessness
RFP No. 2605
Response Cover Sheet

- | | Yes | No |
|--|--------------------------|--------------------------|
| 1. Has your company operated at least one (1) year without interruption? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Does any employee or official of the City have any financial or other interest in your firm? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If selected, do you agree to execute a contract essentially the same in form as the sample contract attached as Section 7? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Does your company maintain insurance in amounts specified by City contract? (if no, this does not necessarily eliminate contractor from submittal): | <input type="checkbox"/> | <input type="checkbox"/> |

If no describe differences: _____

- | | | |
|--|--------------------------|--------------------------|
| 5. Has your company been in bankruptcy, reorganization or receivership in the last five (5) years? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Has your company been disqualified by any public agency from participation in public contracts? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Is your company licensed to do business in the State of Washington? | <input type="checkbox"/> | <input type="checkbox"/> |

Undersigned acknowledges that addenda _____ through _____ have been taken into account as part of this requirement.

The undersigned hereby accepts the terms and conditions as set forth herein. This page must be signed and dated by the contractor's representative who is legally authorized to contractually bind the contractor.

FULL LEGAL NAME OF COMPANY _____

TYPE OF BUSINESS Corporation Partnership (general) Partnership (limited)
 Sole Proprietorship Limited Liability Company

FEDERAL EMPLOYEE ID NUMBER (FEI): _____

ADDRESS _____

CITY/STATE/ZIP _____

EMAIL ADDRESS: _____

PHONE _____ FAX _____

NAME(PLEASE PRINT) _____ TITLE _____

SIGNED _____ DATE _____

LYNNWOOD BUSINESS LICENSE – To be obtained at award by the apparent successful contractor and at the contractor's expense. The successful contractor is responsible for compliance with Lynnwood business license requirements per LMC 5.06.01b, and 5.06.04b. Contractors may call 425-670-5159 for business license information.

2. RFP INSTRUCTIONS AND INFORMATION

2(A) RFP Timeline

Day/Date	Description
September 14, 2015	Advertisement announcing RFP placed in Everett Herald and Daily Journal of Commerce. RFP placed on City of Lynnwood website. RFPs available to contractors via email notification and access to website.
September 30, 2015 By: 2:00 p.m.	RFP responses due to the Purchasing and Contracts Division at City Hall located at 19100 44 th Ave. W., Lynnwood, WA 98036. <u>Respondents assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual receipt of proposals. Proposals shall not be delivered by facsimile transmission or other telecommunication or electronic means.</u>
Week of October 5, 2015	Consultants' responses will be analyzed and scored by the evaluation team.
Week of October 19, 2015*	A decision is made as to which contractor(s) will be finalists. All contractors will be notified of the City's decision.
Week of October 26, 2015*	Finalist contractor interviews at the City of Lynnwood.
Week of November 2, 2015*	Award to apparent successful contractor is made subject to successful negotiation of contract terms and conditions. Notice of award to apparent successful contractor posted on website.

*estimated schedule

2(B) Selection and Evaluation Team

City team members will be evaluating proposals that are received by the due date and time listed in Section 2(A).

2(C) RFP Buyer Contact

Cynthia Capifoni Buyer	Physical Address: 19100 44 th Avenue West Lynnwood, WA 98036	Mailing Address: P.O. Box 5008 Lynnwood, WA 98046-5008
	Phone: (425) 670.5166 Email address: ccapifoni@ci.lynnwood.wa.us Any and all communication to the buyer relative to this requirement must be via email.	

2(D) RFP Evaluation Criteria and Submittal instructions

An evaluation team will score responses received. The City of Lynnwood reserves the right to conduct interviews, review contractor qualifications and/or demonstrations. The City reserves the right to award a contract based upon the written proposals at its sole discretion.

If an award is made as a result of this RFP, it shall be awarded to the contractor whose proposal is most advantageous to the City with price and other factors including, but not limited to, responses to the RFP questions; demonstrated technical ability and expertise; financial stability; reference calls and/or recommendations; memberships, licenses, or any other applicable membership or certifications; presentations to the City evaluation team and others (if applicable); on-site visits at contractor's site (if applicable), product samples which the City may, at its discretion, request as part of the RFP process; any additional criteria deemed appropriate by the City which would lend itself to establishing the Service Provider's viability to perform the work as outlined in this RFP.

When determining whether a contractor is responsible, or when evaluating a contractor's proposal, the following factors will be considered, any one of which will suffice to determine if a contractor is either not a responsible contractor or if the contractor's proposal is not the most advantageous to the City:

Criteria	Description	Points available
Approach	Work program proposed, schedule, outcomes, effectiveness Clear description of work proposed and results expected; number of people served; clarity of proposal; use of other resources and partnerships.	40
Qualifications	Organizational capacity, staff expertise, references Description of success in this area or target service audience; knowledge of staff in organizing and executing similar programs.	30
Cost	Pricing structure is clear, reflects cost of providing the service, is within budget constraints.	30

Total Points 100

2(E) Contractor shall submit a RFP response in the following format:

Submittals should be limited to no more than 10 pages total. One copy of the proposal on disc will be used for distributing the proposal to evaluators, in native format. Proposals should include:

1. An *executive summary* describing your organization, intended project, key personnel and anticipated outcomes. No more than 2 pages.
2. A clear description of the program or project proposed and the results expected. Provide detail on the advantages of your project plan, how it is expected to perform and the measurements of success, whether this is a new or existing program, how this work engages or enhances existing partnerships with other organizations. If this program already exists, provide details on the accomplishments and challenges of the program, and how this work will improve, extend or enhance success. If a new program for your organization explain the expected outcomes for the program, why you are proposing it, and if it has been successfully applied in other areas. Provide additional detail as needed to convey the purpose and likelihood of success of your proposal. Include how you will report the progress of the program. Limit this portion of the proposal to no more than 6 pages.
3. Qualification – Include your organizational history in providing services; your proposed staff for this project; list similar past or existing programs and their success.
4. Pricing – Price proposals should provide specific phases or milestones of work to be completed with prices for work to be billed for each portion of the work.

5. Review the attached terms and conditions of the contract, and include a statement of acceptance to the contract. If changes are proposed, include specific language changes. NOTE THAT EXCEPTIONS TO THE TERMS AND CONDITIONS MAY RENDER YOUR PROPOSAL NON-RESPONSIVE. The City will determine, in its sole discretion, if exceptions merit negotiations.

The City may choose to interview one or more finalist, and conduct additional research into organizations qualifications.

This checklist is intended merely as an aid to the Contractor in providing a response to this RFP. The Contractor retains the sole responsibility for accuracy and completeness of the response.

Section	Description
1C	RFP Cover Sheet
2E	Executive Summary
2D	Program Proposal and Qualifications
4A-B	Pricing Schedule (Section 4A-B)
Pg. 19	Contract Review Acknowledgement

2(F) Notices and Response Criteria

2(E)1 Good Faith

This RFP has been compiled in good faith to be a complete description of the work to be performed. The request for proposals is not amended by verbal discussions, only by addenda issued by the City.

2(E)2 Right to Cancel

The City reserves the right to change any aspect of, terminate, or delay this RFP, the RFP process and/or the program which is outlined within this RFP at any time, and notice shall be given in a timely manner thereafter.

2(E)3 Not an Award

Recipients of this RFP are advised that nothing stated herein, or any part thereof, or any communication during the evaluation and selection process, shall be construed as constituting; offering or awarding a contract, representation or agreement of any kind between the City and any other party, save for a formal written contract, properly executed by both parties.

2(E)4 Property of the City

Responses to this RFP will become the property of the City, and will form the basis of negotiations of an agreement between the City and the apparent successful contractor.

2(E)5 City not Liable for Costs

The City is not liable and will not be responsible for any costs incurred by any contractor(s) for the preparation and delivery of the RFP responses, nor will the City be liable for any costs incurred prior to the execution of an agreement, including but not limited to, presentations by RFP finalists to the City.

2(E)6 City's Expectations

During the review of this document, please note the City's emphasis on the expectations, qualities, and requirements necessary to be positioned as an RFP finalist and successful contractor.

2(E)7 Waiver of Minor Administrative Irregularities

The City reserves the right, at its sole discretion, to waive minor administrative regularities contained in any proposal.

2(E)8 Single Response

A single response to the RFP may be deemed a failure of competition, and in the best interest of the City, the RFP may be cancelled.

2(E)9 Proposal Rejection; No Obligation to Buy

The City reserves the right to reject any or all proposals at any time without penalty. The City reserves the right to refrain from contracting with any contractor. The release of this RFP does not compel the City to purchase. The City may elect to proceed further with this project by interviewing firm(s) well -suited to this project, conducting site visits or proceeding with an award.

2(E)10 Right to Award

The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially with the most favorable terms the contractor can offer.

2(E)11 Withdrawal of Proposals

Contractors may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by an authorized representative of the contractor must be submitted to the RFP Coordinator. The contractor may submit another proposal at any time up to the proposal closing date and time.

2(E)12 Non-Endorsement

As a result of the selection of a contractor to supply products and/or services the City is neither endorsing nor suggesting that the contractor's product is the best or only solution. The contractor agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

2(E)13 Proprietary Proposal Material

Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. If a request is made to view a contractor's proposal, the City will comply according to the Open Public Records Act, chapter 42.17 RCW. If any information is marked as proprietary in the proposal, such information will not be made available until the affected contractor has been given an opportunity to seek a court injunction against the requested disclosure.

2(E)14 Errors in Proposal

The City will not be liable for any errors in contractor proposals. Contractors will not be allowed to alter proposal documents after the deadline for proposal submission.

The City reserves the right to make corrections or amendments due to errors identified in proposals by the City or the contractor. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Contractors are liable for all errors or omissions contained in their proposals.

If, after the opening and tabulation of proposals, a contractor claims error and requests to be relieved of award, s/he will be required to promptly present certified work sheets. The RFP Coordinator will review the work sheets and if the RFP Coordinator is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the contractor may be relieved his/her proposal.

After opening and reading proposals, the City will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between a price per unit and the extended amount of any proposal item, the price per unit will control. The City will use the total of extensions, corrected where necessary.

2(E)15 Funding

Any contract entered into as a result of this RFP is contingent upon the continued funding by the City of Lynnwood.

2(E)16 Terms of Payment

The City's terms of payment are Net 30. Payment will be made within thirty (30) days upon receipt of an undisputed invoice for goods that have been delivered and accepted. No down payment or advance payment of any kind will be made. Washington State law requires proof that the materials have been furnished, the services rendered or the labor performed as described before payment may be made. A contractor may submit an invoice for partial shipments or progress payments. All invoices must be submitted to:

**City of Lynnwood
Accounts Payable
P O Box 5008
Lynnwood, WA 98046-5008**

2(E)17 Title VI of the Civil Rights Act of 1964

The City of Lynnwood in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for award.

3. SCOPE OF SERVICES

Contractor shall submit a response to each item in the below Scope of Services. Responses shall be formatted as indicated in Section 2(E) of this document.

3(A) Introduction

The City of Lynnwood understands that there are individuals along the spectrum of homelessness within our City and in our area. Although the City assists in the organization of cold weather and emergency relief this is not a long term solution. We are seeking proposals from organizations with expertise in this area to contract with the City for a Homelessness program. \$75,000 funding is available for contracting with one or more agencies to conduct work under resulting contracts. Organizations are invited to propose work programs to begin addressing homelessness in our area.

3(B) Objectives*

- Description of your organization and experience in providing services to homeless or vulnerable populations. Describe your capacity to conduct and oversee the completion of the work.
- Outline for program work and results anticipated. Indicate if the work is new or an addition to existing programs. Identify analysis, reports, recommendations and other milestones anticipated for the work. Provide addition detail as desired.
- Describe what partnerships with other organizations or municipalities will be used or created to achieve the desired results.
- Provide a schedule for areas of work to be completed, and include milestones, phases and deliverables that are measurable for the work proposed.
- Identify staff that would be assigned to the work, and provide qualifications, experience, and educational information demonstrating their capacity.
- Describe the anticipated outcomes of the work, the dates for completion, and proposed cost of milestones achieved during the contract.
- Provide references for your organization and assigned staff.

4. PRICING

4(A) Milestone Pricing

Price proposals should provide specific phases or milestones of work to be completed with prices for work to be billed for each portion of the work.

Provide the associated COST FOR EACH portion of the work if conducted as stand-alone study packages.

NO.	Milestone	Description	Cost
1			\$
2			\$
3			\$
4			\$
5			\$
6			\$
7			\$
8			\$

TOTAL COST	\$
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4(B) The total price if entire scope is completed. Proposed pricing MUST include all costs to complete the work. There will be NO reimbursement for any travel or ancillary work.

A: This bid includes no reimbursable expenses.

5. QUESTION SUBMITTAL FORM

Questions regarding this RFP must be submitted in writing, in MS Word format on the form provided in this Section 6 (below) and returned via: email to the RFP Coordinator listed in Section 2(C), and only during the allotted timeframe detailed in the timeline, Section 2(A). Only **ONE** question per form is permitted; duplication of the form is acceptable in the event you have more than one question.

Answers to all pertinent questions from all Contractors will be returned to all RFP participants without identifying the Contractor making the inquiry.

START BELOW HERE --- use "CUT" and then "PASTE" to another MS Word document

Homelessness Project RFP No. 2605	RFP Questions Form
--------------------------------------	--------------------

RFP Section and Paragraph:		RFP Page Number:	
Submitted By:		Date Submitted:	
Email:		Phone:	
Company Name:			

Question:

All contractors are required to direct their questions to the RFP Buyer listed in Section 2(C). Only one question per form is permitted.



PROFESSIONAL SERVICES AGREEMENT

CITY OF LYNNWOOD

TITLE: Project to Address Homelessness

AGREEMENT # 2605

This Agreement entered into this xxxxxxxxxx by and between the City of Lynnwood, hereinafter referred to as "the City" and xxxxxxxxxx hereinafter referred to as "Contractor" with principal address at xxxxxxxxxx

WITNESSETH

Whereas, Contractor wishes to provide to the City a Homeless Program to begin addressing homelessness in the City of Lynnwood.

Now, therefore, for the consideration hereinafter named, the City and Contractor agree as follows:

Article 1. Term

This Agreement shall commence on xxxxxxxxxx and continue in effect until xxxxxxxxxx unless sooner terminated in accordance with Article 3 below.

Article 2. Consideration and Compensation

The City agrees to pay fees to xxxxxxxxxx in consideration of Contractor performing the Work. Payment shall only be made for services performed; payment shall be made after review and authorization by the City. Pricing is fixed for the term of the contract.

The total compensation to be paid to Contractor, including all services and expenses, shall not exceed xxxxxxxxxx as shown on Exhibit B, which shall be full compensation for the Work. Contractor shall notify the City when its requests for payment reach eighty-five percent (85%) of the total compensation.

Article 3. Termination

Either party may terminate this Agreement, at any time for any reason, upon ten (10) days' prior written notice to the other specifying the effective date of such termination.

In no event shall termination on the part of the City give rise to any liability on the part of the City except the City shall be responsible for the payment of any service already rendered by Contractor and accepted by the City.

Article 4. Invoices and Payment

- 4.1 Invoices may be submitted upon delivery of said services with payment terms to be Net 30 days from the City's receipt of an undisputed invoice. Invoices must identify each item billed including unit price, if applicable.
- 4.2 Invoices must be submitted to: City of Lynnwood
Attn: Accounts Payable
PO Box 5008
Lynnwood, WA 98046-5008

Article 5. Assignment of Contract.

Contractor shall not assign this contract or assign any of the Work without the prior written consent of the City.

Article 6. Indemnification

To the extent provided by law and irrespective of any insurance required of the Contractor, the Contractor shall defend and indemnify the City from any and all Claims arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

Contractor agrees that the provisions of this Article 7 apply to any claim of injury or damage to the persons or property of contractor's employees. As to such claims and with respect to the City only, Contractor waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND CONTRACTOR.

As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Contractor" includes employees, agents, representatives sub-contractors; and (3) "Claims" include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney's fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

Contractor shall ensure that each sub-Contractor shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Contractor pursuant to this paragraph.

Article 7. City of Lynnwood Business License

Consultant may be required to obtain a City of Lynnwood business license before performing any Work. The cost of obtaining the business license is at the expense of the Consultant and shall not be reimbursed by the City. Please access the business license requirements and information at "Get Your Business License" which can be obtained on the City's website at www.ci.lynnwood.wa.us.

Article 8. Scope of Service

In consideration of the agreement between the City of Lynnwood and xxxxxxxxxx as shown in Exhibit A.

In witness whereof, the parties have executed this Agreement in duplicate, each deemed to be an original, as of the day and year first above written.

CITY OF LYNNWOOD

XX CONTRACTOR NAME XX

Nicola Smith, Mayor

Signature

Date

Printed Name/Title

Date

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – Compensation

XXXXXXXXXX

EXHIBIT C – INSURANCE REQUIREMENT

Contractor must provide insurance as follows:

- A. Contractor shall comply with the following conditions and procure and keep in force at all times during the term of this Contract, at Contractor's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Contractor's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.
1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Contractor shall require each sub-contractor to provide Workers' Compensation Insurance for its employees, unless the Contractor covers such employees.
 2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
 3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Contract may be substituted for this insurance requirement.
 4. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City.

Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

- B. Before the Contractor performs any Work, Contractor shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Lynnwood, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Contract and that such insurance shall apply as primary insurance on behalf of such Additional Insureds. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Contractor's obligations to fulfill the requirements.
- C. Contractor shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Contractor shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.
- D. In case of the breach of any provision of this section, the City may provide and maintain at the expense of Contractor insurance in the name of the Contractor and deduct the cost of providing and maintaining such insurance from any sums due to Contractor under this Contract, or the City may demand Contractor to promptly reimburse the City for such cost.

AGREEMENT REVIEW ACKNOWLEDGEMENT

This sample Agreement has been reviewed and

() is acceptable

() is acceptable as noted

Signed _____

Printed Name _____

Contractor _____

Date _____