

INVITATION FOR PROPOSALS

The City of Gonzales is accepting sealed proposals for Concession Services for J.B. Wells Arena and Park, until 2:00 p.m., Tuesday, September 26, 2017. At 2:00 p.m. the name of all vendors submitting a Proposal will be read publicly but no contents of the Proposal will be disclosed. The Proposal Package is available on the City of Gonzales website www.gonzales.texas.gov or by request made to the City of Gonzales, City Secretary. Any questions please call J.B. Wells Office at 830-672-6558.

Sealed proposals, subject to the Terms and Conditions of this Request for Proposals and other contract provisions, will be received in the City Secretary's Office, 820 St. Joseph Street, Gonzales, Texas 78629, before the closing date and time.

Proposals shall be submitted in a sealed envelope or package (8 1/2" x 11" minimum). Sealed envelopes shall be clearly marked as follows:

REQUEST FOR PROPOSALS

ATTN: City Secretary
Concession Services for J.B. Wells Arena and Park
City of Gonzales

The City of Gonzales reserves the right to reject any and all Proposals, and to waive informalities. The City Council's decision will be final.

City of Gonzales
P.O. Box 547
820 St. Joseph Street
Gonzales, Texas 78629
Tel: (830) 672-2815
Fax:(830) 672-2813

PART I- GENERAL INFORMATION

1. DEFINITIONS

For the purposes of this Request for Proposals ("RFP"), proposer shall mean contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this Request for Proposals.

Vendor: an entity, organization, individual or other persons providing quality food, beverages including but not limited to beer, wine and alcohol and services for concession events or concession and catering events.

2. INVITATION TO PROPOSE; PURPOSE

The City of Gonzales (the "City") is soliciting proposals from responsible proposers to provide **"Concession Services for the J. B. Wells Arena and Park"**.

3. ISSUING OFFICE

**J.B. Wells Park Office
Anne Dollery
P.O. Box 547
820 St. Joseph Street
Gonzales, Texas 78629
Tel: (830) 672-2815
Fax: (830) 672-2813**

4. CONTRACT AWARDS

The City of Gonzales anticipates entering into a contract to be most advantageous to the City. The proposer understands that this RFP does not constitute an agreement or a contract with the proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by City Council and a written agreement or contract is approved by both the Council and the successful proposer(s).

5. DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP

6. INQUIRIES/INTERPRETATIONS

The City will not respond to oral inquiries. Proposers may mail, email or fax written inquiries for interpretation of this bid to:

City of Gonzales
Anne Dollery
P.O. Box 547
Gonzales, TX 78629
(830) 672-2813 (Fax)
adollery@gonzales.texas.gov

The City will respond to written inquiries if received at least **7** working days prior to the due date scheduled for returning the proposals.

The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the City will make every attempt to issue such addenda at least 5 working days before the date fixed for receiving the proposals. This will be adhered to even if the opening date must be postponed in order to observe the time requirements. Written addenda will be sent to all appropriate plan holders. No interpretation shall be considered binding unless provided in writing by the City of Gonzales.

7. SITE VISITATIONS

Contact Anne Dollery at (830)672-6558 at the J.B. Wells Arena, 2301 CR 197, Gonzales, TX 78629 to set up an appointment to view the facility prior to submitting a proposal.

8. IRREGULARITIES; REJECTION OF PROPOSALS

Proposals not meeting stated minimum terms and qualifications may be rejected by the City as nonresponsive or irregular. However, the City reserves the right to waive any irregularities, technicalities or informalities in any proposal. The City reserves the right to allow for the clarification of questionable entries and for the correction of typographical and mathematical errors, reject the proposal of any proposer who has failed to perform faithfully on any previous contract with the City or with other governmental jurisdictions. The City reserves the right to reject any and all proposals without cause.

9. ADDENDA

If revisions become necessary, the City will provide written addenda at least five working days prior to the opening date to all proposers who receive the RFP. This will be adhered to even if the opening date must be postponed in order to observe the time requirements. Any changes to the RFP will be made available for all prospective proposers to receive. Although we will attempt to notify you of the addendum, it is the sole responsibility of the proposer to ensure it is received.

10. INSURANCE

The proposer, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions required by the City. A certificate of insurance naming the City of Gonzales as an additional insured, and verifying that the insurance requirements as listed within this solicitation must be submitted to the City of Gonzales within ten (10) business days of award of contract. (Attachment A)

11. INDEMNIFY / HOLD HARMLESS CLAUSE

THE CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS, TO THE FULLEST EXTENT ALLOWED BY LAW, THE CITY OF GONZALES, TEXAS FROM AND AGAINST ALL LOSSES, CLAIMS, DAMAGES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE CONTRACT THAT RESULTS IN BODILY INJURY, SICKNESS, DISEASE, DEATH OR INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM AND IS CAUSED IN WHOLE OR IN PART BY THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

PART 11 – NATURE AND SCOPE

1. NATURE OF SERVICES

The City of Gonzales hereby solicits sealed written proposals for Professional Concession Services to manage and operate the concession services at the J. B. Wells Arena and Park in accordance with the terms and conditions, specifications and service concepts outlined in this Request for Proposal (RFP).

The primary objective of this Request for Proposal is to secure a qualified contractor that provides quality concession services that will appeal to the patrons attending the J. B. Wells Arena and Park events.

Proposers shall not submit proposals for concessions only; proposal must be to provide services for all areas.

2. SCOPE OF SERVICES

The successful proposer will provide the following:

- 2.1 Provide all food and beverage, including beer, wine and alcohol at the most favorable rates
- 2.2. Responsible for all permits, licensing, and insurance
- 2.3. Provide sufficient staff for events, including a designated event representative assigned to manage each event
- 2.4. All equipment with which to serve, transport and keep food at proper health code levels (e.g. small wares, coolers, steam tables, etc)
- 2.5. Provide professional vending area including equipment, serving area, food, etc.

3. SCOPE OF ITEMS PROVIDED BY THE CITY

To ensure that the specified services meet the requirements of the City of Gonzales, the City will provide/ perform / furnish to the Vendor the following:

- 3.1. Water, heat, and electric energy reasonably necessary for the operation of concession stands and cooking facilities, Vendor will utilize prudent energy management to the satisfaction of the City of Gonzales.

3.2. A commercial kitchen with the following equipment:

- 1 Griddle
- 2 Fryers
- 1 Equipment Stand
- 1 Work Table, 72” long
- 1 Hot Food Serving Counter
- 1 Cooler
- 1 Freezer

3.3. A lock for the concession stand. In no event will the City of Gonzales be liable for any loss of merchandise or equipment.

3.4. Disposal of all refuse when placed in the designated dumpsters at no charge to Vendor. (not to be left in trash cans or outside of door)

3.5. All plumbing and electrical connections needed by Vendor to run efficiently and meet Health Department requirements.

4. MANDATORY REQUIREMENTS OF THE AWARDED VENDOR

4.1. The Vendor shall prominently post a product sign board of all articles for sale and the price of each article in and around each concession stand. The size, prominence, and location of such boards shall be with the approval of the General Manager.

4.2. The Vendor understands that the City of Gonzales reserves the right to sell advertising and sponsorship packages. The J. B. Wells Arena and Park maintains the final right of approval of Vendor supplies; however, all approved suppliers must provide competitive products, quality, service, and prices. The Vendor retains no advertising rights or approvals within the Contract Agreement.

4.3. The Vendor agrees to operate the food service facilities and perform all work in connection therewith in a professional and resourceful manner, complying with all public health regulations to the satisfaction of all authorized Health Department Officers of the City of Gonzales.

4.4. The Vendor agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or any rights hereunder, or of its rights, title or interest in, or its power to execute such agreement to any other person, firm, corporation, sub lessee or sub Vendor. Any attempt without the prior written consent of City of Gonzales shall be void and shall, at the option of City of Gonzales, be deemed sufficient grounds for the cancellation of this contract. Nothing herein shall prevent Vendor from negotiating with local franchises to serve name brand food(s) such as, but not limited to, “Pizza Hut” pizza or others at concession areas at a different percentage rate than other food items as agreed upon between Vendor and City of Gonzales.

4.5. The Vendor shall sell only foods that comply with all applicable federal, state and local laws, acts, orders, or regulations including, without limitation on the generality of the foregoing, the applicable sections of the following laws, acts and regulations:

- 4.5.1. The Food and Drug Act
- 4.5.2. Applicable Meat Inspection Regulations
- 4.5.3. The Humane Slaughter of Animals Act and Humane Slaughter Regulations
- 4.5.4. The Official Methods of Analysis and Association of Official Analytical Chemist
- 4.5.5. The Federal Department of Agriculture-Products Regulations
- 4.5.6. The Fish Inspection Act and Regulations
- 4.5.7. Meat and Canned Foods Act
- 4.5.8. Fresh and Processed Fruit and Vegetable Regulations
- 4.5.9. The U.S. Grain Act and Grain Regulations

5. The Vendor shall sell those products, commodities and articles normally found in operations of this type. City of Gonzales may require the Vendor to sell items, which, in City of Gonzales' discretion, are necessary for the operation of the food service facilities and may limit or require discontinuance of the sale of any products, commodities or articles, which City of Gonzales deems to be not in the best interest of the operation of the food services.

6. The Vendor understands that it will employ enough employees to guarantee sufficient sales and service to anticipated attendees.

7. The Vendor understands and agrees that all food, drink, and other merchandise sold, including the containers used, will be of brand, quality, quantity and price agreed to between J. B. Wells Arena and Park and Vendor. Prices of merchandise sold shall be subject to yearly review and any increase shall be subject to approval by the J. B. Wells Arena and Park. The proposal requires the Vendor supply the City of Gonzales a copy of the menu and cost of all food and drink items that will be offered.

8. The Vendor agrees to keep neat, clean and in good sanitary conditions all premises, equipment and the surrounding areas used by Vendor during the term of this contract and to abide by all regulations of the City of Gonzales Health Department. All refuse and waste material created by Vendor shall be promptly disposed of by Vendor daily by placing it in the appropriate City of Gonzales owned dumpsters. Such refuse and waste material is not to be construed to mean containers, wrappers, napkins, and the like accepted by the public in the purchase of food. Waste food shall be kept in closed containers or closed plastic bags until it is placed in the dumpsters.

9. The Vendor shall leave the City's equipment clean and sanitary at the end of each use of the facilities, and shall be financially responsible to maintain said equipment to the standards of the City of Gonzales.

10. The Vendor shall be responsible to supply all cleaning and maintenance supplies.
11. The Vendor shall furnish all necessary qualified supervision for the performance of the food and beverage service and agree to assign to these operations, a highly competent, event representative assigned to manage each event.
12. The Vendor shall handle the setup and take-down of all tables and chairs for catered events, using City of Gonzales supplied tables and chairs
13. The Vendor shall select, employ, train, furnish, and deploy employees who are proficient, productive and courteous to patrons and shall discipline, and if necessary, discharge any and all personnel working in this operation. The Vendor shall also provide adequately trained relief personnel in the event of absences by primary staff.
14. The Vendor must conduct regularly scheduled training classes for all employees and management throughout the term of the Agreement. At a minimum, such training will consist of Customer Service, Positional Skills Training including, but not limited to, service techniques, and food service techniques. The Vendor understands that if, at any time, City of Gonzales finds that the Vendor's event representative assigned to manage each event or his/her alternate is unsatisfactory, and such causes and reasons are fully reported in writing by City of Gonzales to the Vendor, the Vendor shall, within thirty (30) days, unless specifically extended in writing by City of Gonzales, replace him/her with one who is satisfactory to City of Gonzales. At any time if the Vendor's manager desires to leave the Arena or Park, Vendor's current Designee will provide to the replacement Designee such detailed training as necessary and required before changing his/her position. The Vendor understands that City of Gonzales requires that all Vendors' employees engaged in the preparing, handling, serving and storing of food, meet State and Local Health Department requirements.
15. It is understood that the Vendor must provide printed menus and appropriate sales tools approved by the City of Gonzales.
16. The Arena kitchen and concession stand are for the exclusive use of the Arena and Park Outside catering from these facilities is prohibited unless approved in writing by the Arena Operating Manager prior to such outside event.
17. All exterior signage must be approved by the Arena Operating Manager.
18. The City of Gonzales along with associations renting the arena for their events has the right to bring in outside sources of non-competing food vendors for events held at the arena as they see warranted.
19. The City of Gonzales states that the J.B. Wells Show Barn and The J. B. Wells Expo are not a part of this concession stand agreement, they are stand-alone entities.

5. CONTRACT PERIOD AND PAYMENT TERMS

5.1. This contract will commence upon the award by City Council of the City of Gonzales and will expire three (3) years from that date.

5.2. Should the Vendor be determined by the City to be in breach of the agreement, the City of Gonzales shall be required to notify the Vendor in writing, either by Certified Mail or by hand delivery, outlining the potential breaches and shall afford the Vendor 10 (ten) days to correct the breach.

5.3. Failure to provide any food and beverage service as required under the terms of this contract agreement will be considered a breach of contract and the Vendor will be considered in default of the contract agreement.

5.4. Financial Objectives of the J. B. Wells Arena and Park, Commission Guidelines and Incentives.

5.4.1. Vendor will pay the City of Gonzales the specified monthly rental amount as proposed in the Vendor's response to this request for proposal.

5.4.2. All payments due to the City of Gonzales should be presented to the J.B. Wells Office P.O. Box 547 Gonzales TX 78629. Payments will be due on the first of each month in advance.

5.4.3. SALES TAX: The Vendor shall be liable for the prevailing State of Texas Sales and Use Tax on the amounts payable to the City of Gonzales.

6. TERMINATION-NOTICE

Either party may cancel the contract at any time after award. The City shall be required to give the vendor notice 30 days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice 60 days prior to the date of cancellation of the contract. The CITY OF GONZALES may terminate the contract without cause upon 30 days written notice.

PART III – CONDITIONS FOR SUBMISSIONS OF PROPOSAL

1. NAME OF PERSON OR ENTITY

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

2. PROPOSAL FORMAT

Proposers shall prepare their proposals using the following format:

- 2.1. Letter of Transmittal: This letter will summarize in a brief and concise manner, the proposer's qualifications. An official authorized to negotiate for the proposer must sign the Letter of Transmittal. The letters should not exceed one page in length.
- 2.2. Organization Profile and Qualifications: This section of the proposal must describe the proposer, including the firm size, range of activities, etc. Each proposer must be authorized to do business in the State of Texas and, if a corporation must be incorporated under the laws of one of the States of the United States, proof of same must be provided. The proposer must emphasize its expertise in, and experience with similar programs. The proposal must identify the primary individuals responsible for supervising the work. The proposer shall provide the City with the resumes of the primary individuals. The proposals must also include recent and pertinent references, including bank references, contact name, telephone number and address.
- 2.3. Scope of Work: This section of the proposal should explain the Scope of Work as understood by the proposer and detail the approach, activities, and work products to be provided.
- 2.4. Additional Data: Any additional information which the proposer considers pertinent for consideration should be included in a separate section of the proposal. Proposers **must submit with proposal** a copy of their Food Handler License. Failure to include these items may result in disqualification of the proposal. General liability and workers compensation insurance must be provided at time of contract award. (Refer to Attachments A & B)
- 2.5. Compensation: The proposal shall include the monthly rental that will be paid to the City.
- 2.6. Questionnaire: Completed, signed and return with proposal, along with at least five (5) references.
- 2.7. All numeric values must be shown in numeric and written form.

PART IV - EVALUATION OF PROPOSALS

1. EVALUATION METHOD AND CRITERIA

General: The City shall be the sole judge of its own best interests, the proposal, and the resulting negotiated agreement. The City reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each proposer, including stockholders and principals before making an award. Awards, if any, will be based on both an objective and subjective comparison of Proposals and Proposers. The City's decisions will be final. Selection of Professional Catering Service will be based on the following: History of firm (Provide a complete history of the firm) 10 points; Proposed team (Provide a detailed data sheet on each team member, including experience and qualifications) 15 Points; Relevant Experience (Provide information on previous experience with similar events) 20 points; Capacity to perform (Provide a listing of other commitments/contracts) 15 Points; References (Provide at least five references) 15; Points Proposed Rental Rate 25 Points.

PART V - PROPOSER INFORMATION FORM

Submitted by: _____
Proposer (Entity): _____
Signature: _____
Name (Typed): _____
Address: _____

City/State: _____
Telephone: _____
Fax: _____

It is understood and agreed by proposer that the City reserves the right to reject any and all proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the RFP or in the proposals received as a result of the RFP. It is also understood and agreed by the proposer that by submitting a proposal, proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

(Authorized Signature)
(Printed Name) (Date)

Proposer must sign below to acknowledge receipt of addendum (if necessary).

Amendment No. 1: _____
Amendment No. 2: _____
Amendment No. 3: _____

VI. - QUESTIONNAIRE

PROPOSER'S QUESTIONNAIRE

Proposer's Name: _____

Principal Office Address: _____

Official Representative: _____

(Circle One) Individual Partnership Corporation

If a Corporation, answer this:

When Incorporated: _____

In what State: _____

If Foreign Corporation:

Date of Registration with Texas Secretary of State: _____

Name of Resident Agent: _____

Address of Resident Agent: _____

President's Name: _____

Vice-President's Name: _____

Treasurer's Name: _____

Members of Board of Directors: _____

If a Partnership:

Date of organization: _____

General or Limited Partnership: _____

Name and Address of Each Partner:

NAME ADDRESS

* Designate general partners in a Limited Partnership

1. Number of years of relevant experience in operating similar business: _____
2. Have any similar agreements held by proposer for a project similar to the proposed project ever been canceled? Yes () No ()
If yes, give details on a separate sheet.
3. Has the proposer or any principals of the applicant organization failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last 5 years?
If yes, please explain:
4. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes () No ()
If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.
5. Person or persons interested in this Qualification Form ____ (have) ____ (have not) been convicted by a Federal, State, City, or Municipal Court of any violation of law, other than traffic violations.

6. Explain any convictions: Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:
 - A. List all pending lawsuits:
 - B. List all judgments from lawsuits in the last five (5) years:

Attachment A

A STANDARD INSURANCE CLAUSE

The Contractor shall indemnify and save harmless, to the fullest extent allowed by law, the City of Gonzales, Texas from and against all losses, claims, damages and expenses, including attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the City of Gonzales, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance:

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Worker's Compensation -Required Limits:

Coverage A -Coverage will include statutory requirements

Coverage B -Employers Liability

\$ 100,000 Each Person

\$ 100,000 Each Person by Disease

\$ 500,000 Policy Limit –Disease

B. General Liability Insurance:

1. The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting him and the City of Pasadena against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are: Comprehensive General Liability (form CGOO01 or equivalent) with limits of:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Personal Injury

\$ 2,000,000 Products/Completed Operations \$2,000,000 General Aggregate

And:

1. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.
2. There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.
3. Coverage shall also include Products/Completed Operations
- 4. The City of Gonzales shall be named as Additional insured (CG2010 or equivalent).**
5. The Comprehensive General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG2503 or equivalent).

C. Minimum Scope of Insurance:

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Texas and must be placed with an insurer that has .A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City of Gonzales.

D. Certificate of Insurance:

All Certificates of Insurance shall be filed with the City of Gonzales on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C and showing the City of Gonzales is an additional insured where required. Such certificate shall specifically state the insurance policies are to be endorsed to require the insurer to provide the City of Gonzales thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

*The original certificate shall be provided to the City of Gonzales as designated and a copy to:
JB Wells Park Manager, City of Gonzales, P.O. Box 547, Gonzales, TX 78629*

Attachment B

INDEMNITY CLAUSE

THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, PENALTIES, DAMAGES, EXPENSES AND JUDGMENTS OF ANY NATURE AND HOWEVER CAUSED, ARISING OUT OF OR RELATING TO THE CONTRACTOR AND ITS AGENTS, SERVANTS OR EMPLOYEES OPERATIONS IN THE CONCESSIONS AND/OR CATERING SERVICES PERFORMED BY CONTRACTOR UNDER THIS CONTRACT WITHIN THE CITY, INCLUDING THOSE CLAIMS, DEMANDS, PENALTIES, DAMAGES, EXPENSES AND JUDGMENTS WHICH INVOLVE OR MAY INVOLVE THE ACTUAL OR ALLEGED JOINT NEGLIGENCE OF:

(i) THE CONTRACTOR OR ANY OF ITS EMPLOYEES, AGENTS, SERVANTS OR EMPLOYEES; AND

(ii) THE CITY, ITS OFFICERS, AGENTS, OR EMPLOYEES IT IS THE EXPRESSED INTENTION OF BOTH THE CITY AND THE CONTRACTOR THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS INDEMNITY BY THE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES WHERE SUCH NEGLIGENCE IS A CONCURRING CAUSE OF INJURY, LOSS, DEATH OR DAMAGE. FURTHERMORE, IT IS THE EXPRESSED INTENTION OF BOTH THE CITY AND THE CONTRACTOR THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL HAVE NO APPLICATION TO ANY CLAIMS, LOSS, DAMAGE, CAUSE OF ACTION, SUIT OR LIABILITY WHERE THE INJURY, DEATH OR DAMAGE RESULTS FROM THE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF THE CONTRACTOR OR ANY OF ITS EMPLOYEES. FOR PURPOSES OF THIS INDEMNIFICATION PROVISION, ACTS AND/OR OMISSION OF THE CONTRACTOR'S OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES SHALL BE CONSIDERED THE ACTS AND OMISSIONS OF THE CONTRACTOR.

Company Name _____
Mailing Address (PO Box or street) _____
City, State, and Zip Code _____
Name of Authorized Representative _____
Signature Title _____
Telephone # Fax # _____