



**Office of Management and Budget  
Division of Purchasing  
Non-Competitive Contract Request Form**

Department	Office of Performance Improvement	Department Contact	Ed Blayney
Contact Email	Edward.Blayney@louisvilleky.gov	Contact Phone	5024285195

Contract Type: check one	<b>New</b>	<b>Amendment</b>		
		Additional Funds	Time Extension	Scope
Professional Service				
Sole Source (goods/services)	✓			
	<b>Start</b>	<b>End</b>		
Requested Contract Dates (MM/DD/YYYY)	06/01/2018	12/01/2019		

**VENDOR INFORMATION**

Vendor Legal Name	Eidolon LLC			
DBA	CASPER Security			
Point of Contact	Nathan Armentrout	Email	nathan@eidolonprotected	
Street	4105 Hickoryview Drive			
Suite/Floor/Apt		Phone	502-709-9047	
City	Louisville	State	KY	Zip Code 40299
Federal Tax ID#	-----	SSN# (If sole proprietor)		
Louisville Revenue Commission Account #				
Human Relations Commission Certified Vendors	Certified Minority Owned Business	Certified Woman Owned business	Disabled Owned business	
Select if applicable				

**FINANCIAL INFORMATION**

Not to Exceed Contract Amount	<b>\$53,000</b>		(including reimbursement expenses, if applicable)		
Fund Source: General Fund					
Federal Grant		Federal Granting Agency			
Other	✓	Describe:	Bloomberg Grant		
Account Code String #	2901	505	3312	331200	521301
Payment Rate		per hour		per day	per service
		per month		Other	
Payment Frequency		Monthly		Upon Completion / Delivery	
		Quarterly	✓	Other	Upfront



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**CONTRACT SCOPE and PURPOSE** (Attach additional documentation if necessary)

**Amendments:** Describe the circumstances under which a time extension or scope change is needed.

**New:** Be specific about the work to be performed / product to be purchased including but not limited to: scope of work; description of service; work product created; why the service / product is necessary; and benefit to Louisville Metro Government.

Eidolon will install 150 CASPER devices in Vacant and Abandoned Properties (VAP) in the neighborhood adjacent to the Heritage West site or other locations selected by Louisville Metro Government. The location of the devices will be selected by Louisville Metro Government and will be installed by an approved vendor. The CASPER devices will be able to detect smoke alarm sirens louder than 65dB and will be able to alert Louisville Metro Government when a smoke alarm siren as described above has been detected in a VAP. Eidolon will be responsible for alerting Louisville Metro Government of the device activation. The Grantee will be responsible for monitoring, and maintaining the devices for a minimum of one full calendar year, which starts upon the installation of the 150th device.

**JUSTIFICATION FOR NON-COMPETITIVE GOOD/SERVICE** (Attach additional documentation if necessary)

Provide justification including but not limited to: a description of the unique features that prohibit competition; research conducted to verify the vendor as the only known source (sole source); why the service (PSC) is not feasible to be provided by LMG staff or expertise does not exist; known compatibility, proprietary and/or timing issues.

This is a one of a kind product. Using \$6,000 in grant funds, we have been working with Eidolon to develop and test the CASPER device since 2015. The CASPER device is a low-cost (\$150) solar powered device that can detect fire alarm activations in Vacant and Abandoned Properties (VAP) even though there is no power or internet connectivity in the building. It works as a standalone device. We tested the device over a six month period in VAPs around the city and the device proved reliable enough to try a larger scale deployment.

In our research over the last two and half years, including purchasing a device from South Africa, we have not found a device like CASPER. And, in our national conversations and press around this device, no other competitor or product has come up in discussions with other cities or from other vendors.

**AUTHORIZATIONS:** Per KRS 45A.380, I have determined that competition is not feasible for the above described good / service and there is a single source within a reasonable geographical area of the good / service to be procured; or the resulting contract is for the services of a licensed professional, technician, artist, or other non-licensed professional service.

Department Director Rebecca & Couch Date 4.24.18

Signature Rebecca Fleigebaker Couch  
Printed Name

Purchasing Director Joel Neaveill Date 5/2/18

Signature Joel Neaveill  
Joel Neaveill

## **AGREEMENT FOR SOLE SOURCE PURCHASE**

**THIS CONTRACT**, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **OFFICE OF PERFORMANCE IMPROVEMENT**, herein referred to as “**METRO GOVERNMENT**”, and **EIDOLON, LLC** with offices located at 4105 Hickoryview Drive, Louisville, Kentucky 40299, herein referred to as “**CONTRACTOR**”,

### **WITNESSETH:**

**WHEREAS**, the Metro Government wishes to purchase services regarding a smoke alarm notification system for use in abandoned and vacant properties; and

**WHEREAS**, the Contractor has been determined by the Metro Government to be a sole source to provide same,

**NOW, THEREFORE**, it is agreed by and between the parties hereto as follows:

**I. SCOPE**

**A.** Contractor shall, at the request of the Metro Government, provide the services described on Attachment A attached hereto and fully incorporated herein.

**II. FEES AND COMPENSATION**

**A.** The Metro Government shall pay Contractor as described on Attachment A. Total compensation payable to Contractor for services rendered pursuant to this Agreement, including out of pocket expenses, shall not exceed **FIFTY THREE THOUSAND DOLLARS (\$53,000.00)**.

**B.** Unless otherwise agreed to in writing by the Metro Government, services shall be rendered and payment therefore shall be made at monthly intervals throughout the duration of this Agreement. Payment shall only be made pursuant to a detailed invoice presented monthly, which invoice shall indicate a descriptive accounting of the service provided under the contract during said month. If applicable, copies of invoices or receipts for out-of-pocket expenses and other third party charges must be included with the

Contractor's invoice when payment is requested. In the event payment is made in lump sum at the end of the service period, Contractor's final invoice shall indicate a descriptive accounting of service as described heretofore.

**C.** Contractor shall only be reimbursed out-of-pocket expenses if they are reasonable in amount and necessary to accomplish the scope of services of this contract. The Metro Government will not reimburse first class air fare, personal phone calls, short term parking expenses, or other premium type expenses. The Metro Government reserves the right to reduce or disallow expenses considered excessive or unnecessary under this contract.

**D.** Contractor, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings and out-of-pocket expenses to the Metro Government which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings and expenses. In no event will the Metro Government pay bills or expenses which are considered to be double billing (i.e. billing two different parties for the same work or expense).

### **III. DURATION**

**A.** This Agreement shall begin June 1, 2018 and shall continue through and including December 1, 2019.

**B.** This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

**C.** In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in

this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Contractor of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

**IV. RECORDS-AUDIT**

Contractor shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Contractor's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Contractor shall include (without limitation): (a) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Contractor's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

**V. HOLD HARMLESS AND INDEMNIFICATION CLAUSE AND INSURANCE REQUIREMENTS**

Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's subcontractors if any) performance or breach of the contract provided that such claim, damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting

therefrom, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract. Contractor shall comply with the insurance requirements attached hereto and fully incorporated herein as Attachment B.

#### **VI. REPORTING OF INCOME**

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Contractor agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Contractor further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

#### **VII. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

### **VIII. AUTHORITY**

The Contractor, by execution of this Agreement, does hereby warrant and represent that it is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

### **IX. CONFLICTS OF INTEREST**

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein;

or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification

or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

**X. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

**XI. SUCCESSORS**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

**XII. SEVERABILITY**



If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

**XIII. COUNTERPARTS**

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

**XIV. CALCULATION OF TIME** Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Contractor is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

**XV. CAPTIONS** The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

**XVI. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS** The Contractor shall reveal any final determination of a violation by the Contractor or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor. The Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of the contract.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

APPROVED AS TO FORM AND  
LEGALITY CONTINGENT  
UPON APPROVAL OF  
OF THE APPROPRIATION FOR  
THIS CONTRACT BY THE  
METRO COUNCIL

LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT


  
\_\_\_\_\_  
MICHAEL J. O'CONNELL  
JEFFERSON COUNTY ATTORNEY

Date: 5/2/18

  
\_\_\_\_\_  
JOEL NEAVEILL, DIRECTOR, PURCHASING  
DEPARTMENT

Date: 6/26/18

OFFICE OF PERFORMANCE IMPROVEMENT

  
\_\_\_\_\_  
DARO MOTT, DIRECTOR

Date: 6/25/18

EIDOLON, LLC

  
\_\_\_\_\_  
By: Nathan Armentrout

Title: CEO

Date: 06/25/2018

Taxpayer Identification No.  
(TIN): \_\_\_\_\_

Louisville/Jefferson County  
Revenue Commission Account  
No. \_\_\_\_\_

## ATTACHMENT A

### **Project Overview:**

Contractor shall install 150 CASPER devices in the Heritage West Neighborhood or other areas designated by Louisville Metro

### **Deliverables:**

1. Implement CASPER devices, which will perform the following actions at a minimum:
  - Detection of smoke alarm sirens louder than 65dB incident upon the device's microphone
  - Alert the company when a smoke alarm siren as described above has been detected
2. Provide device location recommendation service based on fire incident and vacant and abandoned property data provided by Louisville Metro Government. Recommendation will identify geographic areas, such as blocks or neighborhoods (data detail permitting), that would benefit most from CASPER deployment.
3. Provide installation service of CASPER devices, maximum one per vacant house. Devices may be installed inside or outside the vacant property, primarily based on the devices' solar energy requirements and availability of suitable installation locations. CASPER devices will be installed per accompanying installation training guide.
4. Provide installation service of COTS, 9V powered lithium ion smoke detectors, maximum two per vacant house. Smoke detectors will be installed per accompanying installation training guide.
5. Provide monitoring service of CASPER devices. Monitoring duration will be for a maximum of 365 days. Monitoring will start at 12:00AM the following calendar day after the last CASPER device has been installed. Monitoring infrastructure will meet or exceed 99.5% uptime.
6. Provide notification services as described below:
  - Notifications to Louisville MetroSafe via phone call to 502-574-3759 by a person
  - Notifications to consenting neighbors who live next to a vacant property with an installed CASPER device will be in the form of maximum 3 phone calls per listed phone number each and maximum 3 text messages (6 attempts total) per event
7. Perform monthly field testing on a sampling of installed CASPER devices. Sample will be generated randomly consisting at a minimum 10% of all installed CASPER devices. Additional devices may be field tested pending daily device check in reports. All installed devices will be tested a minimum of one time after installation during the monitoring service period.
8. Replace, repair, reinstall CASPER devices in the event of device malfunction or theft. The company will also clear obstructions impeding operation of CASPER devices only in the event that a person caused the impediment.
9. Provide a website ("CASPER Portal") that will
  - Provide reporting to Louisville Metro Government on
  - Device daily check-in statistics
    - Device state of charge
    - Smoke detector siren detection & notification events
      - Timestamp of smoke detector siren detection event generated by the device
      - Timestamp of receipt of event, generated by the event
      - Timestamp of outgoing notification to call center or monitoring center that will notify Louisville MetroSafe
      - Timestamp of receipt of confirmation from the call center or monitoring center that has resolved the notification
  - Field testing
    - Timestamp of device test
    - Success or failure of device test
    - In event of failure, method to resolve the failure
10. Provide a method for neighbors living next to vacant properties being monitored by the company and Louisville Metro Government employees to voluntarily add their contact info (e.g. name, phone number, house address, etc.) on a per vacant property basis to be used to alert the consenting subscribers when the company has detected a smoke detector siren
11. Provide technical support services regarding the CASPER Portal including
  - Email response by next business day

**Budget Details:**

<b>Item</b>	<b>Qty</b>	<b>Cost Per</b>	<b>Total</b>
Hardware	165	\$ 187.87	\$ 31,000
Test Lab	1	\$ 2,600	\$ 2,600
1 Year Cellular Data for Devices	150	\$ 48	\$ 7,200
1 Year of Phone Center	1	\$ 900	\$ 900
Installation	150	\$ 60	\$ 9,000
1 Year of Service Support & Maintenance of Devices	1	\$ 2,300	\$ 2,300
		<b>TOTAL</b>	<b>\$ 53,000</b>

## ATTACHMENT B – INSURANCE REQUIREMENTS

A. Prior to commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to Metro Government and approved by the Metro Government's Risk Management Division. The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Metro Government. Metro Government may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Metro Government's option, actual copies of policies.

B. The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:

1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."

C. The insurance to be procured and maintained and minimum Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on the contractors or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):

1. **COMMERCIAL GENERAL LIABILITY:** via the Occurrence Form, primary and non-contributory, with a \$1,000,000 Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage and Products/Completed Operations, including:
  - a. Premises - Operations Coverage
  - b. Products and Completed Operations
  - c. Contractual Liability
  - d. Broad Form Property Damage
  - e. Independent Contractors Protective Liability
  - f. Personal Injury

2. **WORKERS' COMPENSATION (if applicable):** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and EMPLOYERS' LIABILITY - \$100,000 Each Accident/\$500,000 Disease - Policy Limit/\$100,000 Disease - Each Employee.
  
3. **AUTOMOBILE LIABILITY:** insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is \$1,000,000 Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.
  
4. **SUBCONTRACTOR PROFESSIONAL SERVICES INSURANCE:** if the Consultant is authorized to subcontract portions of the work to be performed under this Contract to subcontractors relied upon principally because of the professional services rendered by the firm (such as but not limited to, surveyors, civil, structured, geotechnical, or other professional engineering services), the Consultant shall also require that these subcontractors provide proof to the Consultant, via a Certificate of Insurance, that the subcontractor has purchased Professional Liability (Errors and Omissions) insurance, which includes a minimum Limit of Liability of **\$1,000,000 per claim and \$ 2,000,000 aggregate**, in addition to the other types of insurance referenced above for subcontractors. The Consultant is responsible for obtaining and maintaining copies of the subcontractor(s) Certificate(s) of Insurance until final acceptance of work by Metro and for making these Certificate(s) of Insurance available to Metro, upon request
  
5. **INSTALLATION FLOATER COVERAGE:** insuring the full value of the equipment, materials, supplies and fixtures the contractor is installing, constructing, transporting or rigging as part of the installation or construction project.

If the contractor will be involved in the testing of their installation, the contractor's Installation Floater policy shall be endorsed to provide "testing coverage", as per IM7114 Testing and Commissioning Coverage Endorsement.

#### D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A-VI", unless proper financial information relating to the Company is submitted to and approved by Metro Government's Risk Management Division.

#### E. MISCELLANEOUS

1. The Contractor shall procure and maintain insurance policies and shall furnish Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well

as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Metro Government at least fifteen (15) days prior to the expiration of any policy(s).

2. Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:

Louisville/Jefferson County Metro Government  
[insert department and address]

3. Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished via mail or e-mail to:

Louisville/Jefferson County Metro Government  
Office of Management and Budget  
Risk Management Division  
611 West Jefferson Street  
Louisville, Kentucky 40202  
[riskreview@louisvilleky.gov](mailto:riskreview@louisvilleky.gov)

4. CANCELLATION OR MATERIAL CHANGE OF COVERAGE: Contractor shall notify Metro Government's Risk Management Division of any policy cancellation within two business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Contractor shall notify Metro Government's Risk Management Division within two business days. If Contractor fails to notify Metro Government as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. Metro Government reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro Government's Risk Management Division.

Approval of the insurance by Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.