

Contract Abstract

Contract Information

Contract & Solicitation Title: Property and Boiler InsuranceContract Summary: CONTRACTOR agrees to provide Property and Boiler Insurance using the pricing shown in Exhibit A (Pricing).Contract Number: 6496312 Solicitation Number: 100212/121225 Requisition Number: 4024828Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): 383181Type of Contract/PO: IDIQ Contract **Requires Council Legislation:** Yes**High Risk Contract** (Per Finance Department Contract Risk Management Policy): No**Sexual Harassment Training Required** (per BL2018-1281): YesEstimated Start Date: 7/1/2021 Estimated Expiration Date: 6/30/2026 Contract Term: 5 YearsEstimated Contract Life Value: \$30,000,000.00 Fund: 50109 BU: 06501000Payment Terms: Net 30 Selection Method: RFPProcurement Staff: Daniel Drumwright BAO Staff: Christopher WoodProcuring Department: Legal Department(s) Served: Metro Wide

Prime Contractor Information

Prime Contracting Firm: Arthur J. Gallagher Risk Management Services, Inc. ISN#: 1023Address: 2850 West Golf Road City: Rolling Meadows State: IL Zip: 60008Prime Contractor is a Uncertified/Unapproved: SBE SDV MBE WBE (select/check if applicable)Prime Company Contact: Branden Miller Email Address: branden_miller@ajg.com Phone #: 615-279-7228Prime Contractor Signatory: Jessica E. Govic Email Address: jessica_govic@ajg.com

Disadvantaged Business Participation for Entire Contract

*Small Business and Service Disabled Veteran Business Program:*N/A Amount: 0 Percent, if applicable: 0*Equal Business Opportunity (EBO) Program:*Program Not Applicable Amount: 0 Percent, if applicable: 0*Federal Disadvantaged Business Enterprise:*No Amount: 0 Percent, if applicable: 0

* Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No

Summary of Offer

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
<u>Arthur J. Gallagher Inc.</u>	<input type="checkbox"/>	<u>95</u>	<input type="checkbox"/>	<u>Awarded</u>
<u>Willis Towers Watson Inc</u>	<input type="checkbox"/>	<u>92</u>	<input type="checkbox"/>	<u>Evaluated but not selected</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Select from the Following:</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Select from the Following:</u>

Terms and Conditions

1. GOODS AND SERVICES CONTRACT

1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County (METRO)** and **Arthur J. Gallagher Risk Management Services, Inc. (CONTRACTOR)** located at **2850 Golf Road Rolling Meadows, IL 60008**. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with priority),*
- *This document, including exhibits,*
 - *Exhibit A – (Pricing)*
 - *Exhibit B – (Scope of Services)*
 - *Exhibit C – (Schedule of Insurance)*
- *The solicitation documentation for RFQ# 100212/ 121225 and affidavit(s) (all made a part of this contract by*
reference),
- *Purchase Orders (and PO Changes),*
- *CONTRACTOR's response to the solicitation,*

In the event of conflicting provisions, all documents shall be construed in the order listed above.

2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide **Property and Boiler Insurance** as defined in the Exhibit B- (Scope of Services).

2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by METRO.

METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order.

Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

3. CONTRACT TERM

3.1. Contract Term

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end sixty (60) months from the date of filing with the Metropolitan Clerk's Office. In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of \$30,000,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

4.2. Other Fees

There will be no other charges or fees for the performance of this Contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

4.3. Payment Methodology

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by METRO.

4.4. Escalation/De-escalation

This Contract is eligible for annual escalation/de-escalation adjustments. The maximum escalation/de-escalation adjustments request cannot exceed 1% annually and must be in accordance with the Consumer Price Index (<http://www.bls.gov/cpi/>). The request for adjustment must be submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the annual anniversary of the filing of this Contract with the METRO Clerk's Office. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the filing of this Contract with the METRO Clerk's Office.

4.5. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

4.6. Invoicing Requirements

CONTRACTOR shall submit invoices for payment in a format acceptable to METRO and shall submit invoices no more frequently than monthly for satisfactorily and accurately performed services. CONTRACTOR shall be paid as work is completed and invoices are approved by METRO. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation as required by METRO. CONTRACTOR shall submit all invoices no later than ninety (90) days after the services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to nonconformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

4.7. Subcontractor/Subconsultant Payments

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

5. TERMINATION

5.1. Breach

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, METRO shall identify the breach and CONTRACTOR shall cure the performance within thirty (30) days. If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the

right to immediately terminate this Contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

5.2. Lack of Funding

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR.

5.3. Notice

METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work.

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

6.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

6.4. Covenant of Nondiscrimination

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

6.5. Americans with Disabilities Act (ADA)

CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the Americans with Disabilities Act ('ADA') 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

7. INSURANCE

7.1. Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying either the project name, RFQ, Purchase Order, or Contract number on the ACORD document.

7.2. Product Liability Insurance

In the amount of one million (\$1,000,000.00) dollars (If the CONTRACTOR is producing the goods purchased by METRO).

7.3. Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars (if CONTRACTOR will be coming on Metro Property or making on-site deliveries)

7.4. General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars.

7.5. Worker's Compensation Insurance (if applicable)

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

7.6. Errors & Omissions Liability Insurance

In the amount of two million (\$2,000,000.00) dollars.

7.7. Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

7.8. Other Insurance Requirements

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

**PROCUREMENTCOI@NASHVILLE.GOV (preferred method) OR DEPARTMENT OF
FINANCE PROCUREMENT DIVISION 730 2ND AVE SOUTH, STE 101 P.O. BOX 196300
NASHVILLE, TN 37219-6300**

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for

CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

8. GENERAL TERMS AND CONDITONS

8.1. Taxes

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

8.2. Warranty

CONTRACTOR warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice. Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

8.3. Software License

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or CONTRACTOR's response to the solicitation.

8.4. Confidentiality

Tennessee Code Annotated § 10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or

interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form in a format chosen by METRO. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

8.5. Information Ownership

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

Any information provided to the CONTRACTOR, including information provided by METRO customers or citizens, is only to be used to fulfill the contracted services. Any additional information that is inferred or determined based on primary information that is provided to the CONTRACTOR, i.e. "second-order data", is only to be used to fulfill the contracted services. This information is not to be used for marketing or commercial purposes and the CONTRACTOR asserts no rights to this information outside of fulfilling the contracted services. Storage of this information is not allowed outside United States' jurisdiction.

8.6. Information Security Breach Notification

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable, CONTRACTOR shall notify METRO of any data breach within 24 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred (Breach Notice) by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well

as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

8.7. Virus Representation and Warranty

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

For CONTRACTOR managed systems, CONTRACTOR shall install and maintain ICSA Labs certified or AV-Test approved Antivirus Software and, to the extent possible, use real time protection features. CONTRACTOR shall maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended practices. In addition, CONTRACTOR shall ensure that:

- Anti-virus Software checks for new Anti-virus signatures no less than once per day, and;
- Anti-virus signatures are current and no less recent than two versions/releases behind the most current version/release of the Anti-virus signatures for the Anti-virus Software

8.8. Copyright, Trademark, Service Mark, or Patent Infringement

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

- Procure for METRO the right to continue using the products or services

- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto

Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:

- The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

8.9. Maintenance of Records

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

8.10. Monitoring

CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

METRO shall have the option of reviewing and performing a security assessment of the information security management practices of CONTRACTOR. METRO shall have the right, at its expense, during normal business hours and with reasonable advance notice, to evaluate, test, and review at CONTRACTOR's premises the Products and/or Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors.

8.11. METRO Property

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all goods, records, reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR of any of its subcontractors; and, all other original works of authorship, whether created by METRO, CONTRACTOR or any of its subcontractors embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works. Any of Contractor's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with Metro or a third party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to Metro. Contractor and its subcontractors grant Metro a non-exclusive, perpetual, worldwide, fully paid up, royaltyfree license, with rights to sublicense through multiple levels of sublicenses, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer .

8.12. Modification of Contract

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

8.13. Partnership/Joint Venture

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

8.14. Waiver

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

8.15. Employment

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

8.16. Compliance with Laws

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

8.17. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated ' 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated ' 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

8.18. Taxes and Licensure

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

8.19. Ethical Standards

It shall be a breach of the Ethics in Public Contracting standards in the Metropolitan Code of Laws 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 program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of the Ethics in Public Contracting 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 a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical and legal standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

Pursuant to Metropolitan Code of Laws, Section 4.48.020, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the ethical standards prescribed in Section 4.48 of the Code. By signing this contract, you agree that you have read the standards in Section 4.48 and understand that you are obligated to follow them. Violation of any of those standards is a breach of contract and a breach of legal standards that may result in sanctions, including those set out in Section 4.48

8.20. Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

- A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.
- D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.
- E. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

8.21. Attorney Fees

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of this Contract or to obtain a remedy for any breach of this Contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

8.22. Assignment--Consent Required

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole

or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

PRG@NASHVILLE.GOV (preferred method)

METRO'S CHIEF ACCOUNTANT

DIVISION OF ACCOUNTS

DEPARTMENT OF FINANCE

PO BOX 196300

NASHVILLE, TN 37219-6300

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

8.23. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

8.24. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.25. Governing Law

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

8.26. Venue

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

8.27. Severability

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

6496312

Contract Number _____

Notices and Designation of Agent for Service of Process

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT
PROCUREMENT DIVISION
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300
PRG@NASHVILLE.GOV**

(THE FOLLOWING MUST BE COMPLETED BY CONTRACTOR. N/A OR "X" IS NOT ACCEPTABLE)

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Arthur J. Gallagher

Attention: Jessica Govic, Area President

Address: 8 Cadillac Drive, Suite 200, Brentwood, TN 37027

Telephone: 615-377-5112

Fax: 615-263-5854

E-mail: jessica_govic@ajg.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

(THIS SECTION MUST BE COMPLETED)

Designated Agent: Arthur J. Gallagher

Attention: Branden Miller, Area Executive VP

Address: 8 Cadillac Drive, Suite 200, Brentwood, TN 37027

E-mail: branden_miller@ajg.com

[SPACE INTENTIONALLY LEFT BLANK]

Contract Number 6496312

Effective Date

This contract shall not be binding upon the parties until it has been fully electronically approved by the supplier, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

Thomas G. Cross KC
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle R Hernandez Lane DD
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Cumbotte RJ
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Macy Amos BL
Metropolitan Attorney Insurance

FILED BY THE METROPOLITAN CLERK:

Metropolitan Clerk Date

CONTRACTOR:

Arthur J. Gallagher
Company Name

Jessica Govic
Signature of Company's Contracting Officer

Jessica Govic
Officer's Name

Area President
Officer's Title

Exhibit A-(Pricing)		
ITEM DESCRIPTION	UNIT	UNIT PRICE (\$)
Property Insurance	Commission Percentage	7.00%
Boiler Insurance	Commission Percentage	7.00%
Terrorism, optional	Commission Percentage	7.00%
75m x 25m All Flood	Commission Percentage	7.00%

Exhibit B- (Scope of Services)

The Contractor agrees to enter a 5-Year contract to provide Property and Boiler Insurance for the Metropolitan Government of Nashville/Davidson County.

Property Insurance Program should cover property of the following entities: Metropolitan General Government, Metropolitan Nashville Public Schools, Metropolitan Transit Authority, Tennessee State Fair Board, Nashville Sports Authority, and Metropolitan Hospital Authority.

Boiler Insurance Program should cover the following entities: Metropolitan General Government, Metropolitan Nashville Public Schools, Metropolitan Transit Authority, Tennessee State Fair Board, and Nashville Sports Authority.

Flood limit must meet the FEMA coverage limits requirement as a result of the 2010 Nashville flood and must include all of the coverage area and not include any sub-limits for Special Flood Hazard Areas.

The Contractor must possess the ability, capacity, skill, and financial resources to furnish and manage Property and Boiler Insurance for the Metropolitan Government to the extent required by the contract.

Contractor Personnel Requirements

Contractor must be licensed to do business in Tennessee and must be authorized to act as an Agent for the insurance company.

Contractor must provide Metro with a designated representative(s) as the single point of contact who will service the Metro account. A detailed resume for this contact person shall be submitted as part of the agreement. In the event the Contractor's project manager is unresponsive, unprofessional, or otherwise not fulfilling his/her duties to the satisfaction of Metro, Metro reserves the right to request a new project manager be appointed.

The Contractor shall have a written contract with any subcontractor prior to their use to deliver services under this contract. All services and liability for any work completed by any subcontractor is the sole responsibility of the contractor. Upon issuance of contract, contractor will work with Metro personnel to determine timetables for implementation.

The Contractor shall have adequate staff to respond to service incidents in the timeframe specified. The Contractor shall provide a professional resume for each staff member designated to work on the project that detail past experience in similar roles. In addition, the Contractor shall notify Metro if additional personnel, not approved as part of the original contract, will be assigned to the contract.

Contractor Responsibilities

The Contractor, must:

- Be authorized to act for the insurance company
- Obtain quotes for property and/or boiler insurance coverage that insures Metro and the additional insureds as required and conforms with or exceeds the Specifications of this document.
- Provide service for the insurance policies placed; e.g., issue certificates of insurance to Metro and additional insureds as requested, verify that policies issued by the insurance company conform to agreed upon specifications, and answer coverage questions Metro Risk Management Services staff.
- Provide assistance to Metro in the event of a material claim that has the potential for exceeding the remaining self-insured aggregate retention.
- Facilitate loss control and boiler inspections.
- Provide consultation on the cause of loss for claims that exceed the deductible but are within the aggregate retention on property insurance.
- Arrange for access to underwriters.
- Obtain renewal quotes 90 days prior to renewal.
- Provide 8 copies of property policy, 6 copies of the boiler policy, forms and endorsements within 60 days of each policy inception.
- Contractor's personnel must have successfully provided the services requested by this contract. They must also have the leadership, management, technical, and other skills that will enable them to work with Metro in fulfilling the requirements of this contract.

Metro Departmental Responsibilities

Metro will provide a primary point of contact for each department using the services provided under this contract. Metro will provide all information necessary for the contractor to successfully complete the delivery of services required by the contract.

In addition, Metro will provide the following:

- Quarterly updates to Metro's statement of values
- Monthly updates of loss data
- Facilitating loss control site inspections
- Providing a centralized point of contact for loss control recommendations
- Provide a centralized point of contact for premium payment
- Provide underwriting information for the most advantageous presentation of Metro's risks to insurance company underwriters.

Metropolitan Government of Nashville and Davidson County



COVERAGE	CARRIER	POLICY NUMBER	EFFECTIVE DATE	LIMITS and DEDUCTIBLES	PREMIUM
Property	Travelers	KTQ-CMB-9K32569-8-21	7/1/2021-7/1/2022	Limits Primary \$100million per Occurrence Major Sublimits \$50,000,000 Earthquake \$10,000,000 Flood (Zone A) \$15,000,000 Flood (Zone B, X, or X-500) \$25,000,000 Flood (Anywhere not in Zone A, B, X, or X-500) Deductibles \$1,000,000 All Other Perils \$1,000,000 Earthquake \$1,000,000 Flood \$5,000,000 Windstorm/Hail	\$4,651,812
Property	Princeton E&S Insurance Co	78-A3-XP-0000724-01	7/1/2021-7/1/2022	50.0% Q/S of \$100million xs \$100million	\$250,000
Property	SwissRe	ESP 2005206 00	7/1/2021-7/1/2022	20.0% Q/S of \$100million xs \$100million	\$105,000
Property	Allianz	USP00120021	7/1/2021-7/1/2022	15.0% Q/S of \$100million xs \$100million	\$75,000
Property	Starstone	F84150210CSP	7/1/2021-7/1/2022	10.0% Q/S of \$100million xs \$100million	\$51,500
Property	Evanston	MKLV2XPR000422	7/1/2021-7/1/2022	5.0% Q/S of \$100million xs \$100million	\$26,250
Property	XL Insurance	US00101205PR21A	7/1/2021-7/1/2022	\$300million xs \$200million	\$600,000
Property (Flood)	Westchester	I11160074 003	7/1/2021-7/1/2022	50.0% Q/S of \$10million xs \$10million (Zone A, B, X, or X-500)	\$275,000
Property (Flood)	Endurance	ESP30001173202	7/1/2021-7/1/2022	25.0% Q/S of \$10million xs \$10million (Zone A, B, X, or X-500)	\$137,500
Property (Flood)	Landmark	LHD919065	7/1/2021-7/1/2022	25.0% Q/S of \$10million xs \$10million (Zone A, B, X, or X-500)	\$137,500
Property (Vaccines)	Markel	MKLM7IM0053044	8/27/2021-8/27/2022	Limits Covered Property: \$950,000 (vaccines) 2500 Charlotte Ave, Nashville, TN: \$600,000 limit 1015 Trinity Ln, Nashville, TN: \$100,000 limit 224 Oriel Ave, Nashville, TN: \$250,000 limit \$50,000 limit for Off Premises Utility Service Interruption Deductibles \$2,500 except; \$5,000 for Off Premises Utility Service Interruption and Refrigeration Breakdown.	\$14,165
Inland Marine (Yard CAT)	Hanover	IHC H299411-01	7/1/2021-7/1/2022	Limits \$5,000,000 Trucks and Vehicles while located at locations per schedule \$250,000 Lot locations not described Deductible \$500,000	\$49,315

This schedule is an outline of the coverages currently in force. It does not include all the terms, coverages, exclusions, limitations and conditions of the actual policy contract. Please read the actual policies for coverage details.

Metropolitan Government of Nashville and Davidson County



COVERAGE	CARRIER	POLICY NUMBER	EFFECTIVE DATE	LIMITS and DEDUCTIBLES	PREMIUM
Inland Marine (Obtain/Maintain)	Lloyds	B1136TR215836	7/1/2021-7/1/2022	Limits \$228,000 Any One Vehicle \$566,038 Any One Terminal Event / Catastrophe / Loss Deductibles \$100,000 per Occurrence	\$15,250
Cyber	Axis	P-001-000359711-02	7/1/2021-7/1/2022	Limits (Retention) \$5,000,000 Policy Limit Aggregate (\$1,000,000 Policy Retention) Cyber Liability Coverages \$5,000,000 Each Claim: Enterprise Security Event Liability (\$1,000,000 Retention Each Claim) \$5,000,000 Each Claim: Payment Card Industry – Data Security Standards Fines (\$1,000,000 Retention Each Claim) \$5,000,000 Each Claim: Privacy Regulation (\$1,000,000 Retention Each Claim) \$5,000,000 Each Claim: Media Liability (\$1,000,000 Retention Each Claim) Cyber First Party Coverages \$5,000,000 Aggregate: Crisis Management Expense (\$1,000,000 Retention) \$5,000,000 Aggregate: Fraud Response Expense (\$1,000,000 Retention) \$5,000,000 Aggregate: Public Relations Expense (\$1,000,000 Retention) \$5,000,000 Aggregate: Forensic and Legal Expense Includes PCI Re-Certification Services \$5,000,000 Aggregate: Extortion Loss (\$1,000,000 Retention) \$50,000 Aggregate Sublimit: Extortion Threat Reward Reimbursement Expense (\$0 Retention) \$1,000,000 Aggregate: Bricking Coverage (\$1,000,000 Retention) \$100,000 Aggregate: Cryptojacking Coverage (\$1,000,000 Retention) \$100,000 Aggregate: Invoice Manipulation (\$1,000,000 Retention) \$5,000,000 Aggregate: Ransomware Loss (\$1,000,000 Retention) \$1,000,000 Aggregate: Reputational Loss (\$1,000,000 Retention) \$100,000 Aggregate: Proof of Loss (\$1,000,000 Retention) \$100,000 Aggregate: Social Engineering Fraud Loss (\$1,000,000 Retention) \$100,000 Aggregate: Telecommunications Theft Loss (\$1,000,000 Retention) Business Interruption Coverages \$5,000,000 Aggregate: Business Interruption – Service Disruption (Waiting Period: 10 Hours) \$5,000,000 Aggregate: Business Interruption – Service Failure (Waiting Period: 10 Hours) \$5,000,000 Aggregate: Business Interruption – System Disruption (Waiting Period: 10 Hours) \$5,000,000 Aggregate: Business Interruption – System Failure (Waiting Period: 10 Hours) \$5,000,000 Aggregate: Data Recovery Expense (\$1,000,000 Retention) \$100,000 Aggregate: Proof of Loss (\$1,000,000 Retention)	\$154,069

GALLAGHER CONTACTS			
 Insurance Risk Management Consulting	Branden Miller - Area Executive VP DIRECT LINE 615.279.7228 MOBILE 615.476.1218 E-MAIL branden_miller@ajg.com	Emily Kirk - Acct Exec 615.312.3392 865.310.7595 emily_kirk@ajg.com	Craig Edgecombe - Acct Exec 615.377.5137 601.519.3454 craig_edgecombe@ajg.com
	Sherrie Maloy - Client Service Manager DIRECT LINE 615.377.5119 E-MAIL sherrie_maloy@ajg.com		

This schedule is an outline of the coverages currently in force. It does not include all the terms, coverages, exclusions, limitations and conditions of the actual policy contract. Please read the actual policies for coverage details.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 300 S. Riverside Plaza, Suite 1500 Chicago IL 60606	CONTACT NAME: Direct All Inquiries to Email PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: Chi_Certificates@ajg.com
INSURER(S) AFFORDING COVERAGE	
INSURED ARTHJGA113 Arthur J. Gallagher Risk Management Services, Inc. The Gallagher Centre 2850 West Golf Road Rolling Meadows IL 60008	INSURER A: Arch Insurance Company NAIC # 11150 INSURER B: ACE Property & Casualty Insurance Co 20699 INSURER C: Arch Indemnity Insurance Company 30830 INSURER D: _____ INSURER E: _____ INSURER F: _____

COVERAGES **CERTIFICATE NUMBER: 1955036484** **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____	Y		41GPP4938413	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		41CAB4938313 (AOS) 41CAB4939013 (MA)	10/1/2020 10/1/2020	10/1/2021 10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000			XOO G46820149 004	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	41WCI4938113 (AOS) 44WCI0501913 (NY, TX, CA, KY, MO)	10/1/2020 10/1/2020	10/1/2021 10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General Liability:
 General Aggregate Per Location Subject to \$10 Mil Policy aggregate.
 Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are shown as an additional insureds on the General Liability policy per form 00 GL0596 00 04 10 and the Auto Liability policy per form 00 CA0115 00 04 10 as required by written contract pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

RFQ #121225 Property and Boiler Insurance

CERTIFICATE HOLDER Metropolitan Government of Nashville and Davidson County Attn: Purchasing Agent Metro Courthouse Nashville TN 37201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

6/10/2021 | 12:30 PM CDT

Branden Miller
Arthur J. Gallagher Risk Management Services, Inc
8 Cadillac Drive Ste 200
Brentwood, TN 37027

Re: RFQ 121225 Property and Boiler Insurance

Dear Mr. Miller:

The Metropolitan Government of Nashville and Davidson County (Metro) has completed the evaluation of submitted solicitation offer(s) to the above RFQ 121225 Property and Boiler Insurance. This letter hereby notifies you of Metro's intent to award Arthur J. Gallagher Risk Management Services, Inc, contingent upon successful contract negotiations. Please provide a certificate of Insurance indicating all applicable coverages within 15 business days of the receipt of this letter.

If the Equal Business Opportunity (EBO) Program requirements were a part of this solicitation, the awardee must forward a signed copy of the "Letter of Intent to Perform as Subcontractor/Subconsultant/Supplier/Joint Venture" for any minority/women-owned business enterprises included in the response to the Business Assistance Office within two business days from this notification.

Depending on the file sizes, the responses to the procurement solicitation and supporting award documentation can be made available either by email, CD for pickup, or in person for inspection. If you desire to receive or review the documentation or have any questions, please contact Buyer, Daniel Drumwright, by email at Daniel.Drumwright2@nashville.gov Monday through Friday between 8:30am and 3:30pm.

Thank you for participating in Metro's competitive procurement process.

Sincerely,

Michelle A. Hernandez Lane

Michelle A. Hernandez Lane
Purchasing Agent

cc: Solicitation File,
Other Offerors

Pursuant to M.C.L. 4.36.010 Authority to resolve protested solicitations and awards.

A. Right to Protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Purchasing Agent. The protest shall be submitted in writing within ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto.

Procurement Division

730 Second Avenue South, Suite 112
P.O. Box 196300
Nashville, Tennessee 37219-6300

www.Nashville.gov
Phone: 615-862-6180
Fax: 615-862-6179

RFQ # 121225 Property and Boiler Insurance

Offeror	Arthur J. Gallagher Risk Management Services, Inc	Willis Towers Watson Southeast, Inc
Business Plan and Project Approach (40 Points)	38.00	37.00
Experience and Qualifications (40 Points)	37.00	35.00
References (20 Points)	20.00	20.00
Total Evaluation Scores	95.00	92.00

Evaluation Comments

Arthur J. Gallagher Risk Management Services, Inc	Willis Towers Watson Southeast, Inc
<p>Strengths - Provided supporting documentation outlining ability to provide services. Dedicated Claim Advocates assigned to provide services pertaining to Metro policies. Provided detailed client service and communications plan. Property programs alternatives and ideas section provided great details on market opportunities and strategy to meet Metro's needs.-- Graphs and work Charts provided detailed information for experience and qualifications. Business plan and project approach tailored towards Metro's needs. Vast experience with diverse sets of insurance policies. Exceptional references. Business plan and project approach provided detailed information related to their action plan and Dedicated team assigned to monitor and work Metro policies .</p>	<p>Strengths - Provided supporting documentation outlining ability to provide services. Provide detailed plan for market policy evaluation and selection. Provided detailed client service and communication plan. Detailed information provided on execution of business plan. Presented detailed process and understanding of requirements in project approach. Vast experience with diverse sets of insurance policies. Exceptional references. Graphs and work charts provided detailed information for experience and qualifications. Provided detailed experience with other public agencies and Detailed qualifications and experience.</p>
<p>Weakness - Did not provide ability to arrange for access to underwriters. Roles of all staff and their capacity lacked clarity and Information provided for Financial Strengths lacked detail.</p>	<p>Weakness - Information on providing client assistance related to material claim lacked specific detail. Responsibilities information provided on the resume for Key Contact Person lacked specific detail. Large work capacity for Key Personnel. Boilerplate work capacity information.</p>

* The BAO Assignment for this award included no SBE/SDV Cost Incentive.