

## CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement, hereinafter referred to as "Agreement," made and executed this 30<sup>th</sup> day of March, 2015, by and between the City of Lincoln, hereinafter referred to as "City," and Aon Risk Services Central, Inc., hereinafter referred to as "ARS." ARS is engaged in the business of performing services per RFP Number 15-016. City hereby engages the services of ARS to provide consulting and insurance brokerage services for insurance programs. For and in consideration of the mutual covenants herein contained and the monetary consideration herein recited, it is mutually agreed as follows:

1. SCOPE OF SERVICES. ARS agrees to undertake, perform, and complete in an expeditious, satisfactory, and professional manner consulting and insurance brokerage services for fee-based insurance programs as outlined in Exhibit A—Part II Scope of Services and the Scope of Work outlined in the Specifications for Insurance Brokerage Services RFP 15-016, both attached hereto and made a part hereof by reference.

2. PERFORMANCE OF SERVICES. In performance of the services in this Agreement, ARS agrees to do the following:

(a) ARS is hereby designated to act as a broker, as that term is defined pursuant to Neb. Rev. Stat. § 44-103 (Reissue 1993) on behalf of the City of Lincoln in accordance with the terms and conditions, and subject to the limitations, hereinafter set forth. ARS shall have and keep in full force and effect during the term of this contract a broker's license as required by the Insurance Producers Licensing Act, Neb. Rev. Stat. § 44-4001, and an insurance consultant's license as required by Neb. Rev. Stat. § 44-2615 (Reissue 1993).

(b) ARS shall employ a sufficient staff of employees or others to provide the consulting services to be performed by ARS hereunder. When in ARS's professional judgment it becomes necessary or appropriate to utilize the services of other intermediaries, including managing general agents/managing general underwriters ("MGAs/MGUs"), or wholesale brokers, (collectively, "Intermediaries"), to assist in accessing, negotiating, placing or procuring insurance markets for the Insurance Programs, ARS will advise City before approaching such Intermediaries. ARS shall not be authorized to engage such service or incur any expense or cost therefore without the prior consent of the City. In the event that ARS engages such services at the request of the City, the City shall be responsible for such services and the cost and expense thereof in addition to the compensation paid to ARS herein.

(c) ARS shall provide all marketing quotes at least two (2) weeks prior to expiration, including any applicable commission rates, received prior to binding coverages for the insurance programs. City will also be provided prior to binding with an accounting of any amounts to be paid to ARS, and any ARS affiliates which act as broker on City's behalf, together with any non-ARS intermediary income if available, in connection with coverages placed for the insurance programs, including any insurer or third party fees, if applicable. ARS will annually provide City, upon request, with a summary of all ARS revenue received during the preceding year or contemplated to be received applicable to the insurance programs. The selection of insurance program options will be the responsibility of City and such decisions shall be communicated in writing.

(d) Premiums paid by City to ARS for remittance to insurers and City premium refunds paid to ARS by insurance companies for remittance to City shall be paid by or to City when such payments are invoiced and due. Funds ARS receives are deposited into fiduciary

accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or City. Subject to such laws and the applicable insurance company's consent, where required, ARS will retain the interest or investment income earned while such funds are on deposit in such accounts.

(e) ARS shall timely and professionally complete the services as described above, and to furnish their labor and pay all their own costs, including any taxes, required to complete their services. ARS shall apply for, obtain, and maintain any and all necessary permits, certifications, licenses, variances, and approvals required by any applicable law or regulations that relate to the services. The parties shall conduct all activities related to the services in a lawful manner. ARS shall provide and perform all necessary labor in a professional and workmanlike manner and in accordance with the provisions of this Agreement. THIS WARRANTY SHALL BE IN LIEU OF AND EXCLUDES ALL OTHER IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

(f) In some instances, insurance placements made by ARS on City's behalf may require the payment of state surplus lines or other premium taxes and/or fees in addition to the premium itself. ARS will make every effort to identify any such tax and/or fee in advance, but in all instances the payment of these taxes and/or fees will remain the responsibility of City and ARS will invoice City for the payment of such taxes and fees.

To the extent that any portion of ARS's compensation, as reflected on its invoices, by operation of law, agreement or otherwise, becomes adjusted or credited to City, it is City's responsibility to disclose the actual net cost to the City of the brokerage and insurance costs City has incurred to third party(ies) having an interest in such amounts.

ARS does not guarantee the solvency of any market with which we place business. Aon encourages our clients to review the publicly available information since only the client can make the ultimate decision to accept or reject a particular market. The decision to accept or reject an underwriter shall be made solely by the City.

3. SERVICE FEE. In consideration of the Services related to the Insurance Programs scheduled in Exhibit A- Part I (A) ("Part A Insurance Programs"), City agrees to pay ARS an annual fee of \$60,000 for the first year that this Agreement is in effect. Any renewals shall include a 3% increase over the previous year, unless another amount is agreed upon by the parties. Payment shall be made to ARS upon receipt in accordance with the ARS's standard billing procedure.

ARS shall not accept any commissions from any insurers, agents, underwriters, or other parties for the placement insurance contracts for the coverages scheduled in Exhibit A-Part I (A). However, in the event that ARS must accept such a commission, the amount thereof shall be credited against the annual fee.

In consideration of the Services related to the Insurance Programs scheduled in Exhibit A- Part I (B) ("Part B Insurance Programs"), City agrees ARS shall be entitled to additional fees negotiated and executed as an addendum to this Agreement prior to the commencement of work relative to Part B Insurance Programs. Additional fees payable on the Part B Insurance Programs shall be in addition to and not credited against the fee.

4. TERM. The term of the Agreement shall be for 12 months, beginning May 1, 2015 and ending April 30, 2016. The Agreement may be renewed for three additional twelve

(12) month periods upon the written mutual consent of both parties. Notice of an adjustment to fees by ARS will be provided to City at least 60 days in advance.

5. TERMINATION. Either party shall have the right to terminate the Agreement by giving to the other party written notice of such termination of the Agreement at least ninety (90) days in advance. This Agreement may also be terminated by the City immediately upon written notice to ARS in the event of any breach of obligations of this Agreement by ARS or in the event sufficient funds are not appropriated by the City to continue the Agreement beyond the end of the fiscal year. Upon termination, City shall pay ARS pro-rata for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement.

6. NOTICES. Any notice or notices required or permitted to be given pursuant to this contract may be personally served or served by certified mail, postage prepaid, return receipt requested to the following address or their successors:

William C. Kostner  
City Risk Manager  
City of Lincoln  
233 South 10<sup>th</sup> St. Rm 210  
Lincoln NE 68508

Dennis Pfeffer  
Account Executive  
Aon Risk Services Central, Inc.  
11213 Davenport St.  
Omaha, NE 68154

7. RECORDS AND FILES; CONFIDENTIALITY. ARS shall maintain all records in conjunction with the consulting services to be performed hereunder. All services, including reports, opinions, insurance policies, and other information to be furnished by ARS under this Agreement shall be considered confidential and shall not be divulged, in whole or in part, to any person to the extent allowable by law, other than to duly authorized representatives of the City, with prior approval of the City or a court of competent jurisdiction. In the event of the termination of the Agreement, ARS shall deliver to the City, upon written request, within a time period mutually agreeable, the files and documents pertaining to the services; provided, however, ARS may retain one copy of confidential information or data provided to it so that it may comply with professional documentation requirements. If additional information is requested by the City after the Agreement terminates, the City will pay all costs incurred by ARS in providing such information, including the cost of programming, computer charges, mailing costs, etc. ARS shall be entitled to retain copies of any such records at its own expense.

8. DISPUTES. In the event of any dispute arising out of or relating to the engagement of ARS by City, the parties agree to first attempt to resolve the dispute by mediation. The mediator shall have a background in either insurance, actuarial science or law. Any mediation shall be confidential, and except as required by law, neither party may disclose the content or results of any mediation hereunder without prior written consent of the other parties, except that disclosure is permitted to a party's auditors and legal advisors. In the event that mediation is unsuccessful, the parties may then seek recourse in court.

9. INDEPENDENT CONTRACTOR. City is interested only in the results produced by this Agreement. ARS has sole and exclusive charge and control of the manner and means of performance. ARS shall perform as an independent contractor and it is expressly understood that

neither ARS nor any of its staff are employees of City and, thus they are not entitled to any City benefits including, but not limited to, overtime, retirement benefits, workers' compensation, sick leave, or injury leave. ARS shall use its best efforts to implement such written instruction, if any, as to policy and procedures which may be given by City to ARS provided that such instructions are consistent and compatible with the description of services to be performed by ARS and do not violate or contradict any laws or regulations.

10. INSURANCE.

(a) ARS shall maintain General Liability Insurance and Errors and Omissions policies at its own expense during the life of this Agreement, covering claims for damages resulting from (a) all acts or omissions, (b) bodily injury, including wrongful death, (c) personal injury liability, and (d) property damage which may arise from operations under this Agreement whether such operations by ARS and ARSs employees, or those directly or indirectly employed by ARS. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

1. All Acts or Omissions - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
2. Bodily Injury/Property Damage - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
3. Personal Injury Damage - \$1,000,000 each Occurrence; and
4. Contractual Liability - \$1,000,000 each Occurrence; and
5. Products Liability and Completed Operations - \$1,000,000 each Occurrence; and
6. Medical Expenses (any one person) - \$10,000;
7. Fire Damage (any one fire) - \$100,000.

(b) The following shall be provided and attached to this Agreement by ARS:

1. A Certificate of Insurance for its General Liability Insurance, naming and the City of Lincoln, its officials, employees and volunteers as an additional insured.
2. Proof of Workers' Compensation Insurance, where appropriate.

(c) ARS is required to provide City with thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance as required by this Agreement.

11. INDEMNIFICATION. To the fullest extent permitted by law, ARS shall indemnify, defend and hold harmless City, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of ARS, or anyone for whose acts any of them may be liable. This section will not require ARS to indemnify or hold harmless City for any losses, claims, damages, and expenses arising out of or resulting from the negligence of City. City does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law. Such indemnification shall not apply if ARS's negligent acts or omissions are at the direction of City. This section survives any termination of this Agreement.

12. AUDIT PROVISION. ARS shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein,

copies of all financial and performance related records and materials germane to this Agreement, as allowed by law.

13. FAIR EMPLOYMENT. ARS shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08, and *Neb. Rev. Stat.* ' 48-1122, as amended.

14. FAIR LABOR STANDARDS. ARS shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended.

15. NON-RAIDING CLAUSE. ARS shall not engage the services of any person or persons presently in the employ of the City for work covered by this contract without the written consent of the City.

16. LIVING WAGE. If the compensation for services provided pursuant to this Agreement is equal to or exceeds \$25,000, this Agreement is subject to the Living Wage Ordinance of the Lincoln Municipal Code Chapter 2.81. The Ordinance requires that, unless specific exemptions apply or a waiver is granted, ARS shall provide payment of a minimum living wage to employees providing services pursuant to this Agreement. Under the provisions of the Lincoln Living Wage Ordinance, City shall have the authority to terminate this Agreement and to seek other remedies for violations of the ordinance.

17. NEBRASKA LAW. This Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

18. INTEGRATION, AMENDMENTS, ASSIGNMENT. This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of both parties. This Agreement may not be assigned without the prior written consent of the other party.

19. SEVERABILITY & SAVINGS CLAUSE. Each section and each subdivision of a section of this Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Agreement and invalidity of any section or subdivision of a section of this Agreement shall not invalidate any other section or subdivision of a section thereof.

20. E-VERIFY. In accordance with Neb. Rev. Stat. 4-108 through 4-114, ARS agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to

verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. ARS shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. ARS shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to [www.uscis.gov/everify](http://www.uscis.gov/everify).

21. CAPACITY. The undersigned person representing ARS does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind ARS to this Agreement.

ACCEPTED AND AGREED:

AON RISK SERVICES CENTRAL, INC

By:



Dave McCue

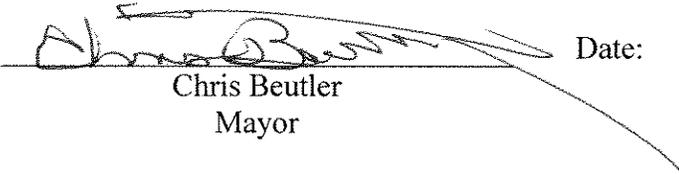
Resident Managing Director

Date:

3/30/2015

CITY OF LINCOLN

By:



Chris Beutler

Mayor

Date:

4-17-15

## Exhibit A – Part I – Insurance Programs

This Exhibit pertains only to those policies and programs listed below having policy periods incepting during the Service Period and for which ARS proposes to develop, recommend, negotiate (seeking to broaden coverage and reduce premiums when possible) and be responsible for the placement of insurance and/or risk financing programs, as follows:

### **(A) Fee-Based Insurance Programs**

- Auto Liability and Physical Damage
- Crime, including but not limited to public employee dishonesty, forgery, computer fraud, theft, or destruction, etc.
- EMT – Medical Professional Liability
- Fiduciary Liability
- Liability, including but not limited to StarTran Transit Liability and Police pursuits, etc.
- Medical Professional Liability
- Pershing Auditorium & Pinnacle Bank Arena Liability/Liquor Liability
- Professional Liability – Environmental Lead Testing (does not include any new environmental/pollution related policies related to the Haymarket Arena Project)
- Property, including but not limited to building contents, boiler and machinery, business income, data processing, fine arts, valuable papers, etc.
- Workers Compensation – Excess
- Joint Antelope Valley Authority – General Liability/Umbrella
- Joint Antelope Valley Authority – Public Officials Liability
- Tenant Users Liability Insurance Program (TULIP)
- Public Official and Notary Surety Bonds
- West Haymarket Joint Public Agency Directors & Officers Liability
- Active Living Condo Association – General Liability

### **(B) Additional Fee-Based Insurance Programs**

- Coverages not identified in Section A above, placed by ARS during the term of this agreement.
- Brokerage and consulting activities currently performed for Lincoln Electric System may be consolidated under a renegotiated fee. Nothing in this is intended to eliminate advice and consulting regarding the feasibility of such activities under the base fee.

## Exhibit A – Part II – Scope of Services

This Exhibit covers only those Services to be performed during the Service Period. Compensation for additional services required by City, and compensation for services to be performed after the end of the Service Period shall be separately negotiated. Brokerage and consulting services shall include:

1. ARS will develop, recommend, negotiate and place insurance and/or risk financing programs for all coverages listed in the Exhibit A – Part I. Any midterm program or coverage changes that result in a premium bearing endorsement will be negotiated at the same commission rate, if applicable.
2. ARS will assist City in the gathering and preparation of underwriting information and completion of insurance applications. ARS will not assume responsibility for the accuracy and completeness of such information and shall be entitled to rely on information provided by City and its employees. Those applications requiring signature shall be signed by City.
3. ARS will administer City's relationship with insurance companies including, but not limited to, issues such as billings in connection with selected programs, data reporting other than claim data, and compliance with negotiated requirements.
4. ARS will provide services such as risk control, claim advocacy and claim consulting. ARS offers no representation or warranty, either express or implied, that as a result of such services City will receive a specific claim payment or monetary savings generally.
5. ARS will provide "basic property and casualty claims consulting." Basic property and casualty claims consulting services consist of: (a) assisting City in providing notice to all insurers whose coverages may apply to any circumstances, occurrences, claims, suits, demands and losses subject to the provisions below; (b) facilitating contact between City and the insurer(s); (c) providing an overview of coverages that may be available to City under the applicable insurance policy; and, (d) advising City on requirements for payment of a claim.
6. City acknowledges it is City's responsibility to take such steps as are necessary to notify directly those insurers whose coverages may apply to any circumstances, occurrences, claims, suits, demands and losses in accordance with and as may be required by the terms and conditions of the policies placed for City under this agreement. City may send copies of such notices to ARS as may assist ARS in carrying out services relating to claim advocacy and claim consulting as may be set forth.
7. ARS will provide City with an insurance schedule for all coverages listed in Exhibit A – Part I.
8. ARS will coordinate and provide for an annual Stewardship meeting and report and such other written reports or claims summaries as customarily expected from a professional insurance broker.

### **City Responsibilities**

ARS will deliver the Included Services based upon the information that the City and its representatives provide. The City is responsible for the accuracy and completeness of the information and ARS accepts no responsibility arising from the City's failure to provide such

information to ARS. ARS must receive promptly the information to deliver the Included Services as well as the City's prompt updates to any information where there has been a material change which may affect the scope or delivery of the Included Services, such as a change in the nature of the risk, insured entities, property values and persons or entities to be covered.

### **Contract and Lease Review; General Advice**

In instances where ARS provides summaries of contractual requirements or provisions, or any suggested additional or alternative wordings to any contract or lease at the City's request, such language must be reviewed by the City's legal advisor before the City take action based upon ARS' statements. ARS does not and cannot provide legal advice as to whether the City's insurance program covers legal obligations contained in the City's contracts or leases. All descriptions of the insurance coverages are subject to the terms, conditions, exclusions and other provisions of the policies or any applicable regulations, rating rules or plans. Furthermore, it is understood that none of the services provided by ARS are of a legal nature and ARS shall not give legal opinions or provide legal advice or representations.

### **Collection and Use of City Information**

ARS gathers data containing information about the City and the City's insurance placements, as well as information about the insurance companies that provide coverage to the City or compete for the City's insurance placements. In addition to the information provided by the City, ARS may collect information from commercially available sources. Such information may include name, address, email address and demographic data.

This information may be shared among ARS affiliated businesses, as well as with third-party service providers acting on ARS' behalf. In addition to being used to provide services to ARS' customers, the information may be used for business administration, business reporting, statistical analysis, marketing of ARS products or services and providing consulting or other services to insurance companies for which ARS or its affiliates may receive remuneration. ARS takes appropriate measures to protect the privacy and confidentiality of ARS' customers as well as to comply with applicable laws and regulations. ARS may use or disclose information about ARS' customers if ARS is required to do so by law, ARS policy, pursuant to legal process or in response to a request from law enforcement authorities or other government officials.

Due to the global nature of services provided by ARS, the personal information the City provides may be transmitted, used, stored and otherwise processed outside of the country where the City submitted that information.

### **Jury Waiver**

Each party agrees to waive its right to a trial by jury in any lawsuit or other legal proceeding against the other party and/or its parent(s), affiliates, or subsidiaries, in connection with, arising out of or relating to this Agreement or any services provided to the City by ARS or its affiliates. In any such action or legal proceeding, neither party shall name, as a defendant any individual employee, officer or director of the other party or its parent(s), affiliates or subsidiaries.

### **Insurance Proposals and Summaries**

ARS' insurance documents containing proposals to bind coverage, summaries of coverages, and certificates of insurance placed are furnished as a matter of information for the City's

convenience. These documents summarize proposed and placed policies and are not intended to reflect all the terms, conditions and exclusions of such policies. Moreover, the information contained in these documents reflects proposed or placed coverage as of the effective dates of the proposed policies or the date of the summaries and does not include subsequent changes. These documents are not themselves insurance policies and do not amend, alter or extend the coverages afforded by the proposed or placed policies. The insurance afforded by the proposed or placed policies is subject to all the terms, conditions and exclusions contained in such policies as they are issued by the insurers.

### **Foreign Account Tax Compliance Act (FATCA)**

City acknowledges that ARS is required to act as a withholding agent on any FATCA eligible premium payments when ARS or its US licensed affiliates are responsible for the remittance of premium payments to insurers and in such instances, ARS will be responsible for gathering and validating appropriate FATCA form(s) from carriers and intermediaries involved in FATCA eligible premium payments. ARS will not act as withholding agent on premium remitted by you to any other party, including premiums paid directly to insurers, to non-US intermediaries, or to non-US Aon entities. Further, ARS will not knowingly place business with or through carriers or intermediaries that do not provide valid FATCA form(s), without your prior approval.

If City insists on using a carrier or intermediary that is unable or unwilling to provide FATCA forms, City will be responsible for paying any additional sums so that the mandated FATCA withholdings can be made while concurrently fulfilling City's obligation to remit the full premium amounts necessary to effect coverage.

ARS will provide ARS's US W-9 form(s) to City via Aon.com as directed to City on invoices. City agrees with and accepts delivery of such form(s) via Aon.com. ARS will not be responsible for issues arising from ARS withholding 30% of premium payments in connection with its FATCA obligations. City agrees to work with ARS to provide information required to meet FATCA obligations.

### **Pricing**

ARS does not and cannot guarantee the availability or price of insurance for the City's risks and is not responsible for fluctuation in the premiums charged by insurers. ARS will rely on the City to review and approve any calculation or estimation of premium and ARS is not responsible for any loss occasioned as a result of ARS' calculation or estimation of premium and statutory charges that may apply to the City's insurance.

### **Mutual Limited Waiver of Liability**

Neither party to this Agreement shall be liable to the other for any indirect, incidental, special, consequential, exemplary, punitive or reliance damages (including, without limitation, lost or anticipated revenues, lost business opportunities or lost sales or profits, whether or not either party has been advised of the likelihood of such damages) or for any attorney's fees (whether incurred in a dispute or an action against the other, or as alleged damages that any party incurred in any insurance coverage dispute, or otherwise) arising out of services provided by ARS or its affiliates.

**Standard Terms and Conditions**

ARS assumes no responsibility for the adequacy or effectiveness of programs or coverages that ARS did not implement or place.

Any loss control services, summaries and/or surveys performed by ARS are advisory in nature and are for the sole purpose of assisting the City in the City's development of the City's risk control and safety procedures. Such services and/ or surveys are limited in scope and do not constitute a safety inspection nor verify that the City is in compliance with federal, state and local laws, statutes, ordinances, recommendations, regulations, consensus codes or other standards.

**Limitation of Liability**

ARS' liability to the City, in total, for the duration of our business relationship for any and all damages, costs, and expenses (including but not limited to attorneys' fees), whether based on contract, tort (including negligence), or otherwise, in connection with or related to Our services (including a failure to provide a service) or any other service that We provide shall be limited to a total aggregate amount of US \$2.5 million ("Liability Limitation"), to the fullest extent permitted by law.

This Liability Limitation shall apply to the City and extend to the City's parent(s), affiliates, subsidiaries, and their respective directors, officers, employees and agents (hereinafter, each a "City Group Member" and together, "City Group") wherever located that seek to assert claims against ARS, and its parent(s), affiliates, subsidiaries and their respective directors, officers, employees and agents (each an "Aon Group Member" and together, "Aon Group"). Nothing in this Liability Limitation section implies that any Aon Group Member owes or accepts any duty or responsibility to any City Group Member.

If the City or any City Group Member asserts any claims or makes any demands against ARS or any Aon Group Member for a total amount in excess of this Liability Limitation, then the City agrees to indemnify ARS for any and all liabilities, costs, damages and expenses, including attorneys' fees, incurred by ARS or any Aon Group Member that exceeds this Liability Limitation.

# City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Vince Mejer Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	vmejer@lincoln.ne.gov	Contact	Vince Mejer Purchasing Agent	Contact
Phone	1 (402) 441-8314			
Fax	1 (402) 441-6513			
Bid Number	15-016 Addendum 2	Department		Department
Title	Insurance Brokerage Services	Building		Building
Bid Type	RFP		Suite 200	Floor/Room
Issue Date	01/07/2015	Floor/Room		Telephone
Close Date	1/28/2015 12:00:00 PM CT	Telephone	1 (402) 441-8314	Fax
Need by Date		Fax	1 (402) 441-6513	Email
		Email	vmejer@lincoln.ne.gov	

## Supplier Information

Company	Aon
Address	11213 Davenport Street Suite 201 Omaha, NE 68154
Contact	Dennis Pfeffer
Department	
Building	
Floor/Room	
Telephone	1 (402) 697 1400
Fax	1 (402) 697 0017
Email	dennis.pfeffer@aon.com
Submitted	1/28/2015 11:13:32 AM CT
Total	\$0.00

Signature Dennis Pfeffer Email dennis.pfeffer@aon.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Proposers	I acknowledge reading and understanding the Instructions to Proposers.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
5	Proposal Submission	I have prepared and delivered/mailed to the City Purchasing Agent nine (9) copies of my proposal as requested in Section 9 of the Specifications	Yes
6	Contact	Name of person submitting this bid:	Dennis Pfeffer, 402.697.5281, dennis.pfeffer@aon.com
8	Renewal is an Option	Contract Extension Renewal is an option.	Yes
9	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. (a) Are your bid prices firm for the first one (1) year contract period. YES or NO (b) Are your bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	answers are: (a) Yes, (b) Yes and (c) first year, thereafter annual 3% increases.
10	Electronic Signature	Please check here for your electronic signature.	Yes
11	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes
12	Agreement to Addendum No. 2	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

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Line Items

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#	Qty	UOM	Description	Response
1	1	EA	This is to notify you that RFP 15-016 for Insurance Brokerage Services for the City of Lincoln, Risk Management is available. Please prepare your written response and return your proposals as instructed in the RFP according to the specifications. Respond to the Attribute section (above) of this electronic bid and submit before the closing date and time. Also, you are required to enter a 0 for your response in this line item. If you have any questions, call 402-441-7417.	\$0.00

Item Notes:

Supplier Notes:

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Response Total: \$0.00

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