



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

Department	Louisville Forward	Department Contact	Mary Ellen Wiederwohl
Contact Email	MaryEllen.Wiederwohl@louisvilleky.g	Contact Phone	502-574-5768

Contract Type: check one	New	Amendment		
		Additional Funds	Time Extension	Scope
Professional Service	✓			
Sole Source (goods/services)				
	Start	End		
Requested Contract Dates (MM/DD/YYYY)	07/01/2016	06/30/2017		

VENDOR INFORMATION

Vendor Legal Name	Louisville Area Chamber of Commerce, Inc.			
DBA	Greater Louisville Inc.			
Point of Contact	Kent Oyler	Email	KOyler@GreaterLouisville.com	
Street	614 West Main Street			
Suite/Floor/Apt		Phone	502-625-0000	
City	Louisville	State	KY	Zip Code 40202
Federal Tax ID#		SSN# (If sole proprietor)		
Louisville Revenue Commission Account #				
<u>Human Relations Commission Certified Vendors</u>	Certified Minority Owned Business	Certified Woman Owned business	Disabled Owned business	
Select if applicable				

FINANCIAL INFORMATION

Not to Exceed Contract Amount	\$300,000		(including reimbursement expenses, if applicable)		
Fund Source: General Fund	✓				
Federal Grant		Federal Granting Agency			
Other		Describe:			
Account Code String #	1101	505	3372	337201	
Payment Rate	per hour		per day		per service
	per month		Other		
Payment Frequency	Monthly		Upon Completion / Delivery		
	Quarterly		Other	See attached	



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CONTRACT SCOPE and PURPOSE (Attach additional documentation if necessary)

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

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

GLI will provide business attraction, expansion and support services, including the obtaining of information from various data site, as well as preliminary analysis of such data. GLI will also provide on demand research and database services to Louisville Forward, as well as specified research reports to be provided on a regular basis. GLI will also maintain a salesforce database, and will provide business development activities, including professional services associated with those activities.

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

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

This is a professional service contract. Louisville Forward has had a contract with GLI since 2009 to provide professional services. Specifically, GLI has access to certain databases and other research publication, and has the expertise to provide preliminary analysis of such data that Louisville Forward does not currently possess.

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

Department Director Mary Ellen Wiederwohl Date 7/19/16
Signature _____
Printed Name Mary Ellen Wiederwohl

Purchasing Director Joel Neaveill Date 7/25/16
Signature _____
Printed Name Joel Neaveill

Attachment to GLI contract

The compensation is not to exceed \$300,000, payable as follows:

GLI will be paid a flat fee of \$15,000 per quarter for the 400 hours per year of On Demand Research and Database Services and Regular Research Reports.

Additional On Demand Research and Database Services and Professional Services will be billed at \$95 per hour and invoiced in arrears with appropriate hourly billing detail.

Direct Expenses will be invoiced separately and include supporting documentation

GLI will be paid two (2) deposits of \$82,500 each in August 2016 and January 2017 to be held in a segregated GLI Depository Account and used to pay incidental costs. Any amounts remaining in this account after payment of incidental costs may, at the request of Louisville Forward, be utilized to pay for Additional On Demand Research and Database Services, Professional Services and Direct Expenses or other economic development costs.

AGREEMENT

THIS PROFESSIONAL SERVICE CONTRACT, made and entered into by and between the LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, referred to as "METRO GOVERNMENT," by and through "LOUISVILLE FORWARD", which performs the economic development functions for LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, and LOUISVILLE AREA CHAMBER OF COMMERCE, INC. d/b/a GREATER LOUISVILLE INC., with offices located at 614 West Main Street, Louisville, Kentucky, 40202, herein referred to as "GLI",

WITNESSETH:

WHEREAS, Louisville Forward is in need of certain support services and access to resources with respect to economic development programs; and

WHEREAS, GLI has been determined by Louisville Forward to be able to provide those services and access to resources;

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

I. **SCOPE OF SERVICES**

GLI shall provide the following services to Louisville Forward.

Business Attraction, Expansion and Support Services.

- (a) Louisville Forward anticipates the need for information, research and preliminary analysis of data in order to perform its duties. As such, GLI agrees to provide said data and analysis, upon request of authorized staff of Louisville Forward, for subject matter that includes but is not limited to the following:

- Nexis data pulls and analysis, including but not limited to the sharing of information derived from daily news searches during significant events that signal a potential change in the local business community that could substantially impact the city's economy;
- information from ACCRA, Moody's, and Claritas;
- information from Salesforce, including but not limited to historical data from closed projects; and
- InfoGroup data pulls and analysis, RFI data pulls and analysis, property locator searches, target sector website review, and other miscellaneous information and research.

GLI shall provide up to four hundred (400) hours per year of "On Demand Research and Database Services" for research, data and analysis, and "Additional On Demand Research and Database Services" above 400 hours per year will be compensated at the hourly rate set forth in Section II below. Data and research requests under this subsection shall be honored within two (2) business days of request, or this timeframe may be extended or shortened by agreement of both parties.

In addition to the On Demand Research and Database Services and Additional On Demand Research and Database Services above, GLI agrees to provide the following "Regular Research Reports":

- C2ER Cost of Living Index quarterly reports;
- Moody's Analytics Cost of Doing Business Index annual report;
- Moody's Precis Metro Louisville MSA report as received;
- Quarterly report on the stock performance of Louisville's publicly traded companies, and data and trends related to the five business clusters named in Advantage Louisville;
- Early warning signals of unusual business activity and other information received by GLI from the banking and investment communities, specifically the outcome of monthly industry meetings on early warning signals; and
- Data pulls and analysis that are triggered by significant events in the local business community that could substantially impact the city's economy, including but not limited to mergers and acquisitions activity, regulatory changes, unusual industry trends, and potential company relocations.

The C2ER and Moody's Reports shall be forwarded by GLI to Louisville Forward within two (2) business days of receipt by GLI. The other Regular Research Reports generated locally on a monthly or quarterly schedule, or triggered by local business activity or significant events, shall be delivered to Louisville Forward by GLI within a reasonable time period reflecting the end of a reporting period or occurrence of business activity or significant event.

Louisville Forward reserves the right to request additional Regular Research Reports as the need arises, as long as the additional regular report is currently available in one or more of the databases currently available to GLI. If an additional Regular Research Reports request requires GLI to retain outside consultants, the language in the following paragraph shall apply.

Pursuant to this Section I(a), for any information or data analysis request requiring GLI to retain outside consultants, and provided that funds remain available under the limits of this agreement, GLI and Louisville Forward shall agree on the scope and costs of each request prior to the commencement of work on the request. As part of this agreement GLI will maintain a Salesforce Database for active deals and, with client permission where necessary, will provide Louisville Forward access to active deals in the database when utilizing Louisville Forward's own purchased Salesforce seat licenses.

(b) At the request of Louisville Forward, GLI shall pay directly for and/or reimburse Louisville Forward or its staff for "Incidental Costs" up to \$165,000 associated with business development activities for events and other development activities during the term of this Agreement, including but not limited to the Kentucky Derby, site visits, and GLIDE. All Incidental Costs shall be submitted by Louisville Forward in writing to GLI as a valid invoice

or expense report approved by signature of an authorized person at Louisville Forward. GLI does not assume responsibility for verifying or validating expenses approved by Louisville Forward. GLI will consult with Louisville Forward prior to assessing any administrative fee for this service.

- (c) At the request of Louisville Forward, GLI staff will provide "Professional Services" including project management, meeting attendance, event coordination, travel, training, analysis, and other reasonable services associated with business and economic development activities. GLI will be compensated for Professional Services at an hourly rate set forth in Section II below.
- (d) Louisville Forward will promptly reimburse GLI for any "Direct Expenses" incurred at the request of Louisville Forward including travel, meals, entertainment, outside consulting, marketing activities, or research services, software license fees, etc for economic development.
- (e) GLI will make available up to five (5) free tickets for GLI events including but not limited to G.L.I.P., Capitol Connection, Enterprise Corp., the Signature Event, Annual meeting, and the Hot Dozen. Free tickets must be used by Louisville Forward or Metro Government officials and may not be redistributed.

Louisville Forward and GLI agree to hold standing regular meetings to openly discuss active economic development deals, related matters, and matters of mutual interest. Time spent by GLI officials or employees in such standing monthly deal meetings will not be billable as a Professional Service.

II. FEES AND COMPENSATION

In support of the services and access to resources provided in Section I, Louisville Forward agrees to pay GLI a sum not to exceed \$300,000.00 to be used pursuant to the purposes set forth in Section I and paid pursuant to the remainder of this Section.

- (a) Louisville Forward agrees to pay GLI a flat fee of \$15,000 per quarter for the 400 hours per year of On Demand Research and Database Services and Regular Research Reports provided under Section I(a).
- (b) Additional On Demand Research and Database Services and Professional Services will be billed at ninety five dollars (\$95) per hour and invoiced in arrears with appropriate hourly billing detail.
- (c) Section I(d) Direct Expenses rendered will be invoiced separately and include appropriate supporting documentation.
- (d) Louisville Forward agrees to pay GLI two (2) deposits of \$82,500 each in August 2016 and January 2017 to be held in a segregated GLI Depository Account and used to pay Section 1(b) Incidental Costs.
- (e) Any amounts remaining in the Depository Account after payment of Incidental Costs may, at the request of Louisville Forward, be utilized to pay GLI

for "Additional On Demand Research and Database Services," "Professional Services" and "Direct Expenses" or other economic development costs. Any amounts paid out under Section II(e) will reduce the maximum amount available for Incidental Expenses by the amount paid.

(f) Louisville Forward will approve and pay all invoices submitted by GLI within 30 days.

(g) Louisville Forward reserves the right to allocate any of the amounts not disbursed by June 30, 2017 under Section II of this Agreement to the GLI Foundation. Said funds allocated to the GLI Foundation shall be disbursed on a mutually agreed upon targeted economic development initiative.

III. APPROPRIATION

Payment by the Metro Government to GLI for services performed pursuant to this Agreement shall be made per an appropriation from the Metro Council. Should the Metro Council fail to appropriate the funding referenced in this agreement, then the duties and obligations set forth in this agreement for both parties are null and void.

IV. DURATION

(a) This is a professional service contract which shall begin July 1, 2016 and shall continue through and including June 30, 2017.

(b) This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by either party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach

of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

(c) In the event of termination, payment for services or expenses incurred up to and including date of termination shall be based upon work completed at the rates identified in this Agreement.

V. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement, nor does it cause GLI to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

VI. RECORDS-AUDIT

GLI shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of GLI's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by GLI shall include (without limitation): (a) payroll records accounting for total time distribution of GLI's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other

unit inventory records for GLI's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

VII. INSURANCE REQUIREMENTS

Insurance coverage shall be required of GLI in accordance with Schedule A attached hereto.

VIII. HOLD HARMLESS CLAUSES

GLI shall indemnify, hold harmless, and defend the Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from GLI's (or GLI's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

IX. REPORTING OF INCOME

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. GLI agrees to furnish the Metro Government with its taxpayer identification

number (TIN) prior to the effective date of this Agreement. GLI further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

X. GOVERNING LAW

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

XI. AUTHORITY

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

XII. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

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

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

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

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

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

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

inducement for the award of a subcontract or order.

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

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

XIII. ENTIRE AGREEMENT

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

XIV. OCCUPATIONAL HEALTH AND SAFETY

GLI agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. GLI also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where GLI performs work under this Agreement. GLI agrees to indemnify, defend and hold the

Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

XV. PRIOR WORK

Metro Government hereby acknowledges and agrees that all services, work product, deliverables and other obligations under any and all agreements between GLI and Metro Government, including but not limited to each of the Professional Service Contracts effective July 1, 2007, July 1, 2009, July 1, 2010, July 1, 2011, July 1, 2012, July 1, 2013, July 1, 2014 and July 1, 2015, respectively have been completed and that no subsequent activities are necessary to effectuate any duties and/or obligations emanating from said contracts from either Metro Government/Louisville Forward or GLI. Louisville Forward agrees to invite and recognize GLI at any economic development event or press release where it played a material role in a successful outcome.

XVI. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. GLI may not assign its duties and obligations set forth in this agreement without express written permission from Louisville Forward.

XVII. SEVERABILITY

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

XVIII. COUNTERPARTS

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

XIV. CALCULATION OF TIME

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

XX. CAPTIONS

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

XXI. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

GLI shall reveal any final determination of a violation by GLI or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to GLI or subcontractor. GLI shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to GLI or subcontractor for the duration of the contract.

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

APPROVED AS TO FORM AND
LEGALITY:

LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT

MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY



MARY ELLEN WIEDERWOHL
CHIEF, LOUISVILLE FORWARD

Date: _____

Date: 7/25/16

LOUISVILLE AREA CHAMBER OF
COMMERCE, INC. D/B/A GREATER
LOUISVILLE, INC.

By: 

KENT OYLER

Title: President & CEO

Date: 7/25/16

Taxpayer Identification (TIN):

Louisville/Jefferson County
Revenue Commission Account

No.: _____

SCHEDULE A

I. INSURANCE REQUIREMENTS.

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

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

The following clauses shall be added to GLI's (and approved subcontractors) Commercial General Liability Policies:

1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the agreement.
 - A. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the agreement:
 1. **COMMERCIAL GENERAL LIABILITY**, via the Occurrence Form, with a **\$1,000,000** Combined Single Limit for any one Occurrence

and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage, including:

- a. Premises – Operations Coverage
- b. Products and Completed Operations
- c. Contractual Liability
- d. Broad Form Property Damage
- e. Independent Contractors Protective Liability
- f. Personal Injury

2. WORKERS' COMPENSATION (if applicable) insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits and EMPLOYERS' LIABILITY - **\$100,000** Each Accident/**\$500,000** Disease – Policy Limit/**\$100,000** Disease – Each Employee.

II. ACCEPTABILITY OF INSURERS.

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

III. MISCELLANEOUS.

- A. GLI shall procure and maintain insurance policies as described herein and for which Metro Government shall be furnished Certificates of Insurance upon the execution of the agreement. The Certificates shall include the name and address of the person executing the Certificates of Insurance as well as the person's signature. If policies expire before completion of the agreement, renewal Certificates of Insurance shall be furnished to Metro Government at least fifteen (15) days prior to the expiration of any policy(s).
- B. Upon execution of the agreement and upon renewal of insurance coverage(s) the Certificates of Insurance as required above shall be furnished to:

Louisville/Jefferson County Metro Government
Office of Management and Budget
Risk Management Division
611 West Jefferson Street
Louisville, KY 40202

- C. CANCELLATION OR MATERIAL CHANGE OF COVERAGE. GLI shall notify Metro Government's Risk Management Division of any policy cancellation within two (2) business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, GLI shall notify Metro Government's Risk Management Division within two (2) business days. If GLI fails to notify Metro Government as required by this agreement, GLI agrees that such failure shall be a breach of this agreement. Metro Government reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or materials change of coverage in accordance with policy provisions. When requested by Metro Government, a copy of the policy endorsement shall be provided to Metro Government's Risk Management Division.
- D. Approval of the insurance by Metro Government shall not in any way relieve or decrease the liability of GLI hereunder. It is expressly understood that Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of GLI.