

**CONTRACT DOCUMENTS**

**LANCASTER COUNTY  
NEBRASKA**

**Supply & Installation of  
Emergency Equipment for  
Law Enforcement and Corrections Vehicle  
Bid No. 18-033**

**Jones Automotive, Inc.  
1223 S. 20<sup>th</sup> St.  
Omaha, NE 68108  
402-345-8383**

**LANCASTER COUNTY  
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between Jones Automotive, Inc., 1223 S. 20<sup>th</sup> St., Omaha, NE 68108, hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "County".

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

**For Supply & Installation of Emergency Equipment for Law Enforcement and Corrections Vehicles, Bid No. 18-033** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the County have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

**Agreement to full proposal**

2. The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

**The County will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The County shall order on an as-needed basis for the duration of the contract. The estimated cost of products or services for County agencies shall not exceed \$40,000.00 during the contract term without approval by the Board of Commissioners.**

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor 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. The Contractor 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. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
  - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
  - 5.2) Termination for Cause. The County may terminate the Contract for cause if the Contractor:
    - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
    - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the County will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Period of Performance. This Contract shall be effective upon execution by both parties. The term of the Contract shall be upon execution through February 22, 2020.
8. Assignment. Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the County.
9. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Terms
  2. Accepted Proposal/Supplier Response
  3. Specifications
  4. Equipment Lists for Lines Items 1 and 2
  6. Instructions to Bidders
  7. Insurance Requirements
  8. Sales Tax Exemption Form 13

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: [lincoln.ne.gov](http://lincoln.ne.gov) - Keyword: Bid - Awarded or Closed bids.

This Contract contains the complete and entire Contract between the parties and may not be altered or amended except in writing executed, making specific references to this Contract, by a duly authorized officer of the Contractor and by a duly authorized official of the County.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract upon completion of signatures on:

Vendor Signature Page  
Lancaster County Signature Page

Vendor Signature Page

CONTRACT  
Supply & Installation of  
Emergency Equipment for  
Law Enforcement and Corrections Vehicle  
Bid No. 18-033  
Lancaster County  
Jones Automotive, Inc.

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary

Seal

Jones Automotive Inc  
Name of Corporation

1223 S 20th St Cape Me 68108  
Address

By: Ronald Brown  
Duly Authorized Official

President  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

IF AN INDIVIDUAL:

Name

Address

Signature

**Lancaster County Signature Page**

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**CONTRACT  
Supply & Installation of  
Emergency Equipment for  
Law Enforcement and Corrections Vehicle  
Bid No. 18-033  
Lancaster County  
Jones Automotive, Inc.**

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

\_\_\_\_\_  
Deputy Lancaster County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

dated \_\_\_\_\_

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

Bid Information		Contact Information		Ship to Information	
Bid Creator	Robert Walla Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	Lancaster County Sheriff 575 S. 10th St. Lincoln, NE 68508
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla Purchasing Agent	Contact	
Phone	1 (402) 441-8309				
Fax	1 (402) 441-6513				
Bid Number	18-033 Addendum 1	Department		Department	
Title	Supply & Installation of Emergency Equipment for Law Enforcement and Corrections Vehicles	Building	Suite 200	Building	
		Floor/Room		Floor/Room	
Bid Type	Bid	Telephone	1 (402) 441-8309	Telephone	
Issue Date	2/2/2018 10:00 AM (CT)	Fax	1 (402) 441-6513	Fax	
Close Date	2/16/2018 12:00:00 PM (CT)	Email	rwalla@lincoln.ne.gov	Email	

## Supplier Information

Company Jones Automotive, Inc.  
 Address 1223 S 20th St  
  
 Omaha, NE 68108  
 Contact Rod Kammrad  
 Department  
 Building  
 Floor/Room  
 Telephone (402) 345-8383  
 Fax (402) 345-8120  
 Email rodk@jonesauto.com  
 Submitted 2/13/2018 02:30:04 PM (CT)  
 Total \$25,113.93

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Scott Suter

Email scotts@jonesauto.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

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**Bid Attributes**

Please review the following and respond where necessary

#	Name	Note	Response
1	Hourly Rates for Equipment Installation and Services	<p>Vendor shall provide the hourly rate/s which will be charged for all vehicles including those in this bid and future vehicles requested by Owners through term of contract.</p> <p>Vendor shall include the position titles and hourly rates if more than one rate is used.</p> <p>Vendor may attach a separate document with rate information on company letterhead if multiple positions and rates are being bid.</p>	99.00 /per hour
2	Equipment Markup Rates	<p>Vendor shall provide the equipment markup rate/s which will be charged for all vehicles including those in this bid and future vehicles requested by Owners through term of contract.</p> <p>Vendor shall include the equipment category or specific item markup rates if more than one rate is used.</p> <p>Vendor may attach a separate document with rate information on company letterhead if multiple rates are being bid.</p>	20%
3	Staff Certification	<p>Are your staff certified as shown in the Specifications? YES or NO</p> <p>If YES, please attach certification documents to Response Attachment section of your Ebid response.</p> <p>If NO, attach equivalent certification and explanation of certification.</p> <p>Vendors whose staff do not meet certification requirements may not be considered.</p>	Yes
4	Bid Documents	<p>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.</p>	Yes
5	Instructions to Bidders	<p>I acknowledge reading and understanding the Instructions to Bidders.</p>	Yes
6	Specifications	<p>I acknowledge reading and understanding the specifications.</p>	Yes
7	Insurance Requirements and Endorsements	<p>Vendor agrees to provide insurance coverage for each checked box on the Insurance Clause document in the Bid Attachments including the submission of the Certificate of ACORD and the applicable endorsements.</p> <p>Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.</p> <p>Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.</p>	Yes
8	Purchase Order, Contract and Delivery Contact	<p>The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services.</p> <p>Please list the name, email address and phone number of the person who will be the contact person for the PO to be awarded.</p>	Dylan Craig 402-345-8383 dylanc@jonesauto.com



9	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
10	Contact	Name of person submitting this bid:	Scott Suter
11	Electronic Signature	Please check here for your electronic signature.	Yes
12	U.S. Citizenship Attestation	<p>Is your company legally considered an Individual or Sole Proprietor: YES or NO</p> <p>As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at:  <a href="http://www.sos.ne.gov/business/notary/citizenforminfo.html">http://www.sos.ne.gov/business/notary/citizenforminfo.html</a></p> <p>All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.</p> <p>If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.</p>	Yes
13	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
14	Shop Location	Vendor shall provide the location of the shop where work will be performed on the vehicles for the County.	Jones Automotive 1223 S 20th St Omaha NE 68108
15	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: Electronic Addendum - Added Jeep and Van equipment lists to Bid Attachments.	Yes
16	Jeep and Van Bids	The work to outfit the Jeep Cherokee and Transit Van will be awarded and work completed by Vendor when the vehicles are received by the County. All other information in this bid is for future equipment installation and supply with no guarantee of a minimum amount of work.	(No Response Required)

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## Line Items

#	Qty	UOM	Description	Response
1	1	Lump Sum	Equipment and Installation - Ford Transit Van	\$22,432.95
Item Notes: Prisoner Transport Van equipped as listed in the Bid Attachment section.				
Supplier Notes:				
2	1	Lump Sum	Equipment and Installation - Jeep Cherokee	\$2,680.98
Item Notes: Unmarked Law Enforcement vehicle equipped as listed in the Bid Attachment section.				
Supplier Notes:				
			Response Total:	\$25,113.93

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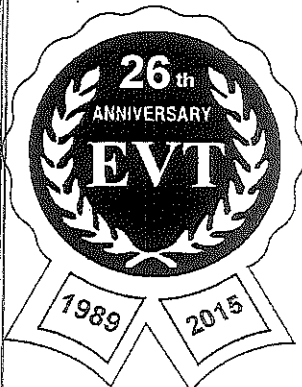
EMERGENCY VEHICLE TECHNICIAN  
CERTIFICATION COMMISSION, INC.

**Michael Frieze**

is certified in the areas listed below:

Law Enforcement Vehicle Installation Technician

Expires:  
10/17/2020



*Stephen Wilde*

Stephen Wilde, President

EMERGENCY VEHICLE TECHNICIAN  
CERTIFICATION COMMISSION, INC.

**Sean Tomsu**

is certified in the areas listed below:

Law Enforcement Vehicle Installation Technician

Expires:

10/17/2020



*Stephen Wilde*

Stephen Wilde, President

**SPECIFICATIONS  
SUPPLY AND INSTALLATION OF EMERGENCY EQUIPMENT FOR LAW ENFORCEMENT &  
CORRECTIONS VEHICLES**

**1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for the Supply and Installation of Emergency Equipment for specific Law Enforcement and Corrections-related vehicles for Lancaster County, hereinafter referred to as Owner.
  - 1.1.1 Vehicles include prisoner transport vans and unmarked/undercover vehicles.
- 1.2 Vendor shall submit bid documents and all supporting material via e-bid.
- 1.3 All inquiries regarding these specifications shall be directed via e-mail to Robert Walla, Purchasing Agent e-mail: [rwalla@lincoln.ne.gov](mailto:rwalla@lincoln.ne.gov).
  - 1.3.1 These inquiries and/or responses shall be distributed to prospective Vendors electronically as an addendum.
  - 1.3.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
  - 1.3.3 No direct contact is allowed between Vendor and other County staff throughout the bid process regarding this bid.
    - 1.3.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.4 Vendor shall indicate the location of their shop in the Attribute section of their ebid response.
- 1.5 Owner requests that all vehicles be completely outfitted and ready for inspection within 10 days from receipt of vehicle at their facility or within 10 days of completion of the last vehicle outfitted for the Owner, whichever occurs first.
  - 1.5.1 Vendor shall indicate in the Attribute section of the Ebid response the estimated number of days to install equipment on each vehicle as requested.
  - 1.5.3 Owner will provide written notice to the Awarded Vendor of vehicles ready for outfitting and a schedule for pickup.
- 1.6 The County reserves the right to award this bid to more than one Vendor if it is in the best interest of the County to do so.
- 1.7 Awarded Vendor will stock warranty parts for repairs.
- 1.8 Awarded Vendor shall provide a Certificate of Insurance per the requirements listed in Bid Attachment section.
  - 1.8.1 Vendor must carry Garage Keepers insurance coverage to provide protection for Lancaster County vehicles in the event any damage is sustained while the vehicles are in the Vendor's possession.
- 1.9 Vendor shall provide pricing in the Line Item section of the ebid which will be based on a Lump Sum for the supply and installation of all materials and labor associated with a complete turn-key system based on these Specifications and other bid documents attached to the ebid system.
  - 1.9.1 Vendor shall also provide additional pricing per Line Item as shown in Attachment A and B and attach the sheet to the Ebid response.
- 1.10 The term of the contract issued shall be from the time of execution by all parties through February 22, 2020.

**2. GENERAL EQUIPMENT REQUIREMENTS**

- 2.1 Equipment provided and installed shall be the latest current model of standard design manufactured with all standard equipment, tools and warranty as shown in Attachment A and B.
- 2.2 Vendors must provide the brand and model of each piece of equipment bid which is installed in each vehicle.
  - 2.2.1 No substitutions without written permission by the Owner.
- 2.3 Equipment must comply with current provisions of the National Traffic and Motor Vehicle Safety Act.

- 2.4 The components listed in these specifications shall be installed in the most current year Jeep Cherokee and Ford Transit van.
  - 2.4.1 The County may include additional types and models of vehicles to be outfitted under the terms of the contract provided the Vendor utilizes the same hourly rates and equipment markup rates submitted through awarded contract.
  - 2.4.2 Vendor must submit a quote for other vehicles on an as-needed basis prior to receiving approval for work to be completed.

**3. WIRING/ELECTRICAL REQUIREMENTS**

Successful Vendor will furnish and install the following:

- 3.1 All wiring to be color coded and gauged for current load and to be loomed and bundled.
- 3.2 All wiring is to be soldered and shrink tubed to connections, scotch locks are not acceptable.
- 3.3 All switches and relays must be high quality and designed to handle the circuit load.
- 3.4 Connector's must match stud size.
- 3.5 No air bag components are to be modified or moved from their factory locations!
- 3.6 50 amp breaker (BS7086) to be resettable, mounted at location designated by Vehicle Maintenance to control all add on equipment.
- 3.7 One (1) three (3) part busman fuse box part # WT46074 split between ignition and master power switch.
- 3.8 Carrier AC201-800 heavy duty continuous duty solenoid or approved equal.

**4. LIGHT BAR**

Successful Vendor will furnish and install lights according to items listed in Attachment A and B or on associated quotes for other models and types requested through the term of the contract utilizing the contracted hourly rates and equipment markup rates.

**5. SIREN**

Successful Vendor will furnish and install sirens according to items listed in Attachment A and B or on associated quotes for other models and types requested through the term of the contract utilizing the contracted hourly rates and equipment markup rates..

**7. TRANSPORT SYSTEM**

Successful Vendor will furnish and install a transport system according to items listed in Attachment A or on associated quotes for other models and types requested through the term of the contract utilizing the contracted hourly rates and equipment markup rates..

**8. HAVIS EQUIPMENT**

Successful Vendor will furnish and install Havis equipment according to items listed in Attachment A or on associated quotes for other models and types requested through the term of the contract utilizing the contracted hourly rates and equipment markup rates..

**9. ANTENNA**

Successful Vendor may be required to furnish and install the following according requests by Owners for each vehicle:

- 9.1 Tessco Part #ETRAB8063 Phantom Antenna, Black
- 9.2 Antenna Plus AP-CELL/LTE/GPS Antenna w/ TNC Connectors, Black
- 9.3 Other models and types requested through the term of the contract utilizing the contracted hourly rates and equipment markup rates.

**10. VIDEO SYSTEM**

Successful Vendor may be required to install the following according requests by Owners for each vehicle:

- 10.1 WatchGuard camera system to be supplied by Lancaster County

**11. RADIO SYSTEM**

Successful Vendor may be required to install the following according requests by Owners for each vehicle:

- 11.1 County supplied radio.
  - 11.1.1 Main unit will be located in an enclosure with the location to be determined by Owner.
  - 11.1.2 Head will be mounted in console.
  - 11.1.3 Antenna will be located on roof.
  - 11.1.4 Location to be determined by Owner.
  - 11.1.5 Install external radio speaker supplied by Owner.
- 11.2 County Supplied portable radio charger.

**12. MISCELLANEOUS EQUIPMENT**

- 12.1 Install fire extinguisher mount supplied by Lancaster County and other miscellaneous equipment according to items listed in Attachment A and B or on associated quotes for other models and types requested through the term of the contract utilizing the contracted hourly rates and equipment markup rates..

**13. BATTERY MOUNT REQUIREMENTS**

- 13.1 Supply and install components and auxiliary battery in required configurations to be mounted and completely enclosed and covered by a custom-made Service Tray configured by LSO.
- 13.2 Vehicle to have a factory dual battery system.
  - 13.2.1 All aftermarket items to be wired to auxiliary battery.

**14. PREBUILD MEETING AND INSPECTIONS**

- 14.1 After the award of this contract there will be a prebuild meeting between Owner and the awarded Vendor.
- 14.2 After the prebuild meeting, the vehicle will be outfitted as specified for inspection and approval before next vehicle is brought in.
- 14.3 After prebuild meeting and before build, a complete wiring diagram must be provided to Owner.
- 14.4 Inspection of the first vehicle, wiring and location of installation shall be performed by Owner before all panels, seat, carpet and such are reinstalled on the unit.
- 14.5 Owner will be able to inspect the progress of the installations at any time during normal business hours.
- 14.6 Upon the vehicle arriving at the vendor's location, vendor will assist Owner in an inspection of the vehicle to insure compliance with LSO purchase order specifications.

**15. VENDOR EXPERIENCE**

- 15.1 Vendor shall have a minimum of five (5) years' experience in the installation of electrical and emergency warning equipment.
  - 15.1.1 Vendor shall provide a minimum of three (3) references of similar installation experience.
- 15.2 Vendor technicians shall be ASE/EVT certified.
- 15.3 Vendor shall be experienced with outfitting Prisoner Transport Vans and unmarked/undercover vehicles for law enforcement use.
- 15.4 Successful Vendor will insure that all hardware and connections do not interfere with the safe operation of any other components on the vehicle.

**16. WARRANTY REQUIREMENTS**

- 16.1 All parts and components will have a warranty for a period of five (5) years.
- 16.2 One (1) year on all labor repair to replace any components.
- 16.3 Vendor MUST have a local repair facility with a trained full-time technician.
  - 16.3.1 Local is defined as within seventy-five (75) minutes from Lancaster County Sheriff Office in Lincoln, NE.
- 16.4 Vendor must have adequate staff to ensure that all warranty work is completed according equipment requirements and within 48 hours of delivery by Owner.
  - 16.4.1 Deviation from the receipt of warranty vehicles within 48 hours may be made by Owner.

**17. VEHICLE PICKUP & RETURN**

- 17.1 Vehicle to be vacuumed and free of wire pieces or supplies upon completion of each vehicle prior to pick up by Owner.
- 17.2 Vehicles will be picked up from Lincoln or Omaha dealers, by Awarded Vendor, for assembly upon notification by Owner.
- 17.3 Vehicle will be picked up from Awarded Vendor and inspected by Owner upon completion.

**18. MISCELLANEOUS**

- 18.1 Additional work on other vans, unmarked/undercover vehicles or other types of vehicles may be requested by Owner during the term of the contract and may be completed by Awarded Vendor upon submitting a quote to Owner which is based on the same hourly labor rates and equipment markup as those listed in the response to this bid.
  - 18.1.1 Vendor shall provide an hourly rate and equipment markup in the Attribute section of the Ebid response which covers all work associated with completion of this contract.

**19. EVALUATION CRITERIA**

- 19.1 Evaluation of bids will consist of the following:
  - 19.1.1 Total bid price and other pricing factors that will amount to the best value to the Owners.
  - 19.1.2 Ability to provide labor and services as required in this Specification and all other bid documents.
  - 19.1.3 Deviations from these Specifications and all other bid documents.
  - 19.1.4 Ability to complete each vehicle in the timeline listed in these specifications.
  - 19.1.5 Ability to provide certified staff as listed in these specifications.
  - 19.1.4 References



Attachment A

2018 Ford Transit

Description	Product Code	QTY
<b>PRISONER TRANSPORT -</b>		
TRANSPORT INSERT 15-17 MED RF	HPT-F06-120-3	1.00
VENT ADAPTER KIT	HPT-A-503	1.00
MOUNT FOR VENT	HPT-A-504	1.00
FLIP DOWN STEP	HPT-A-902	1.00
SOUND DEAD KIT	HPT-A-904	1.00
LOCKING STORAGE	HPT-A-906	1.00
INTERCOM SYSTEM	HPT-A-909	1.00
DOOR BUZZER	HPT-A-911	1.00
<b>CONSOLE -</b>		
CONSOLE HOUSING	HC-2410-H	1.00
CUP HOLDER	HC-CUP2-I	1.00
4 POWER OULET	HC-LP-4	1.00
LOCK BOX	HC-AP-0995-L	1.00
<b>POWER MNGMT -</b>		
IGNITION POWER MANAGEMENT	JIPM	1.00
GROMMET 1 3/8" RUBBER	AM4100315	1.00
PLUG CONNECTOR PIGTAIL BOSCH R	G239-281	1.00
RELAY 5 TERM TYCO/BOSCH	G244-167	1.00
ABS PLASTIC ENCLOSURE	PODC-46FMBYT	1.00
FUSEHOLDER W/CAP 14G	RC09-014C	1.00
FUSE BOX ATO/ATC 20	WT46074	1.00
GROUND BLOCK STUD BLACK	WT47211	1.00
SOLENOID CONTINUOUS DUTY	WT77002	1.00
80 AMP RESETABLE CIR BREAKER	WT46691	1.00
<b>MISC -</b>		
4' x 8' x 1/2' PLYWOOD	PNOSTK	2.00
MISCELLANEOUS SUPPLIES	MISC	1.00
LED 3 LIGHTHEAD WHITE	C3XT3W	5.00
BRACKET	C3XT3LBKT	5.00
<b>FREIGHT -</b>		
INBOUND SHIPPING AND HANDLING	FRT1	1.00
<b>LABOR -</b>		
LABOR EMERGENCY QUOTE	HO2000E	1.00
<b>AIR BAG SYSTEM -</b>		
AIR BAG KIT	PNOSTK	1.00
<b>MOBILE DATA -</b>		
PKG-PSM-383 MOUNT	PNOSTK	1.00
DOCKING STATION W/ POWER SUPP	HDS-PAN-112	1.00
Description	Product Code	QTY
ANT 806-866 MHZ PHANTOM ELITE	TCANXETRAB8063	1.00
GLOBALSTAT GPS ANTENNA	GSBU-353S4	1.00

-----  
 PART NUMBER      PART NAME      QTY      2018 FORD TRANSIT PRISONER TRANSPORT

2018 Jeep Cherokee

Attachment B

Line Item 2

Description	Product Code	QTY	Parts	Labor	FET	Tax	Ext Price	Total
<b>LIGHTS / SIREN -</b>								
COMPACT ELEC SIREN UNDERCOVER	- FSMS4000U							
ES100 SPEAKER DYNAMAX 100 WATT	FSES100C							
ES100 SPEAKER MOUNTING BRACKET	FSESB-U							
SPECTRALUX VIPER RED/BLUE	- FS329102-RB							
SPECTRALUX VIPER R/W/B R/W/B	- FS329253-RWBR							
<b>FLASHLIGHT -</b>								
STINGER DS LED STREAMLIGHT	-AU75811							
<b>LABOR / MISC / SUB -</b>								
LABOR EMERGENCY QUOTE	HO2000E							
MISCELLANEOUS SUPPLIES	MISC							
TINT ALL WINDOWS AND SUN STRIP	-SUBNOSTK							

## **INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS**

Insurance coverage on this Contract will be required for the entities selected below

City of Lincoln     Lancaster County     Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9.

This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

**THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN,  
LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION.  
FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY  
INCLUDE THE ENTITY ISSUING THE CONTRACT.**

**FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO  
OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS  
IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE  
REQUIREMENTS SET FORTH BELOW.**

### **Insurance; Coverage Information**

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 per occurrence or as may be approved by the City or County as appropriate. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

### **Certificates**

The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the City or County (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

**1. Commercial General Liability**

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

**1.1 Additional Insured (Requires an Endorsement Form)**

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

**1.2 Automobile Liability**

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

**1.3 Garage Keepers / Garage Liability**

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than \$1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

**1.4 Workers' Compensation; Employers' Liability**

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

**1.5 Builder's Risk Insurance**

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

**1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights**

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

**1.6 Pollution Liability**

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

**1.7 Errors and Omissions; Professional Liability**

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.

**1.8 Railroad Contractual Liability Insurance**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

**1.8.1 Railroad Protective Liability**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

**1.9 Cyber Insurance**

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

**2. Cancellation Notice**

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

**3. Risk of Loss**

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

**4. Umbrella or Excess Liability**

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

**5. Minimum Scope of Insurance**

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

**6. Indemnification**

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss

or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

**7. Reservation of Rights**

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

**8. Sovereign Immunity**

Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.

**9. Further Contact**

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.



# INSTRUCTIONS TO BIDDERS

## LANCASTER COUNTY, NEBRASKA

### PURCHASING DIVISION

#### E-Bid

#### 1. **BIDDING PROCEDURE**

- 1.1 Sealed bid, (formal and informal), subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8<sup>th</sup> St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing Lancaster County, hereinafter referred to as "County", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.

#### 2. **BID SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or Bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
  - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8<sup>th</sup> St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.
  - 2.1.2 If bid security is not received in the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.
  - 2.4.2 For all other contracts: upon approval by the County of the executed contract and bonds.
- 2.5 County shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:
  - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the County, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding document.

#### 3. **BIDDER'S REPRESENTATION**

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding documents, the bid attributes, the bid attachments, and the bid has been submitted in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

#### 4. **INDEPENDENT PRICE DETERMINATION**

- 4.1 By submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

**5. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 5.1 Bidders shall promptly notify the Purchasing Agent or designee of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 5.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent or designee at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 5.3 Changes made to the bidding documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 5.4 Oral interpretations or changes to the bidding documents made in any manner other than written form, will not be binding on the County; and Bidders shall not rely upon such interpretations or changes.

**6. ADDENDA**

- 6.1 Addenda are instruments issued by the County prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.
- 6.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 6.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

**7. ANTI-LOBBYING PROVISION**

- 7.1 During the period between the advertised date and the contract award, Bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

**8. BRAND NAMES**

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the E-Bid form. Bidders MUST attach to its bid documents in the Vendor Attachment Section of the E-Bid, a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances and explain by item number from the bidding document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the County's bidding documents.

**9. DEMONSTRATIONS/SAMPLES**

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the County.
- 9.2 Such demonstration can be at the County delivery location or a surrounding community.
- 9.3 If items are small and mailable, and the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the County of acceptable goods. The Bidder must indicate how samples are to be returned.

**10. DELIVERY (Non-Construction)**

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 10.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. to the County at the location specified by the County, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Lancaster County employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items meet specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

**11. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
  - 11.1.1 Manufacturer's warranties and/or guarantees.
  - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the County, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

**12. ACCEPTANCE OF MATERIAL**

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this bid shall remain the property of the Bidder until:
  - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the County; and
  - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.
- 12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the County reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Lancaster County, Nebraska, as required by the bidding documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

**13. BID EVALUATION AND AWARD**

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsive, responsible Bidder whose bid will be most advantageous to the County, and as the County deems will best serve the requirements and interests of the County.
- 13.5 The County reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the County.
- 13.6 In order to determine if the Bidder has the experience, qualification, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the County. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The County reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

**14. INDEMNIFICATION**

- 14.1 The Bidder shall indemnify and hold harmless, to the fullest extent allowed by law, the County, its agents, officers, employees and representatives from and against all claims, demands, suits, actions, payments, liability, judgements and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, civil rights liability, or injury to or destruction of tangible property, including the loss of use resulting therefrom, and that are caused in whole or in part by the Bidder, its employees, agents, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the sole negligence of the County, its agents, employees, or representatives.
- 14.2 In any and all claims against the County or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

**15. TERMS OF PAYMENT**

- 15.1 Unless stated otherwise, the County will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

**16. LAWS**

- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 16.3 The Bidder agrees to hold the County harmless from any claims resulting from the Bidder's unlawful disclosure or use of private or confidential information.

**17. EQUIPMENT TAX ASSESSMENT**

- 17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state, stating that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

**18. AFFIRMATIVE ACTION**

- 18.1 Each Bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 18.2 The successful Bidder will be required to comply with the provisions of the County's Affirmative Action Policy.
- 18.3 The Equal Opportunity Officer will determine compliance or non-compliance with the County's Affirmative Action Policy upon a complete and substantial review of successful Bidder's equal opportunity policies, procedures and practices.
- 18.4 The County provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

**19. INSURANCE**

- 19.1 All Bidders shall take special notice of the insurance provisions required for all County contracts (see *Insurance Clause for All County Contracts*).

**20. EXECUTION OF CONTRACT**

- 20.1 Depending on the type of service provided, one of the following methods will be employed. The method applicable to this contract will be checked below:
  - a. **PURCHASE ORDER**, unless otherwise noted.
    - 1. This contract shall consist of a Lancaster County Purchase Order.
    - 2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.
  - b. **CONTRACT**, unless otherwise noted.
    - 1. County will furnish of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
    - 2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
    - 3. The County will sign and date the Contract and submit the Contract to the County Board of Commissioners for approval and signature.
    - 4. Upon approval and signature, the County will return one copy to the successful Bidder.

**21. TAXES AND TAX EXEMPTION CERTIFICATE**

- 21.1 The County is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.

**22. E-VERIFY**

- 22.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor 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. The Contractor 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. The contractor 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).

**Advertise 2 times**  
**Friday, February 2, 2018**  
**Friday, February 9, 2018**

**City of Lincoln/Lancaster County**  
**Purchasing Division**  
**NOTICE TO BIDDERS**

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska BY ELECTRONIC BID PROCESS until: **12:00 pm, Friday, February 16, 2018** for providing the following:

**Supply & Installation of Emergency Equipment for Law**  
**Enforcement and Corrections Vehicles**  
**Bid No. 18-033**

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To register go to: [lincoln.ne.gov](http://lincoln.ne.gov) (type: e-bid - in search box, then click "Supplier Registration").

Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8103 or [purchasing@lincoln.gov](mailto:purchasing@lincoln.gov)



# CERTIFICATE OF LIABILITY INSURANCE

JONES-8

OP ID: BH

DATE (MM/DD/YYYY)  
01/10/2018

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 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).

<b>PRODUCER</b> NP Dodge Insurance Agency, Inc 8701 W Dodge Rd, Suite 100 Omaha, NE 68114-3429 NP Dodge Insurance Agency, Inc	<b>CONTACT NAME:</b> Bea Houck, CIC, AAI, CPIA, CPI	
	<b>PHONE (A/C, No, Ext):</b> 402-938-5023	<b>FAX (A/C, No):</b> 402-938-5090
<b>E-MAIL ADDRESS:</b> bhouck@npdodge.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Columbia Insurance Group		<b>40371</b>
<b>INSURED</b> Jones Automotive, Inc. 1223 South 20th Street Omaha, NE 68108	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		CMPNE07603	06/01/2017	06/01/2018	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		CAPNE07603	06/01/2017	06/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			CUPNE07603	06/01/2017	06/01/2018	EACH OCCURRENCE \$ <b>2,000,000</b> AGGREGATE \$ <b>2,000,000</b> \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X WCPNE07603	06/01/2017	06/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>100,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>100,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>
A	<b>Garagekeepers</b>			CAPNE07603	06/01/2017	06/01/2018	<b>Comp/COLL</b> <b>700,000</b> <b>ACV</b> <b>\$500 Ded</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**RE: Any & All Jobs/Projects for City of Lincoln &/or Lancaster County, NE**  
**Certificate Holder is Additional Insured on General Liability in connection with ongoing operations.**

**CERTIFICATE HOLDER****CANCELLATION**

<b>CITY-00</b>  <b>City of Lincoln &amp; Lancaster County</b> <b>555 So. 10th Street</b> <b>Lincoln, NE</b>	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 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO PREMIER ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

See page 1 & 2 highlighted items for Additional Insured Status.

### **A. COVERED AUTOS**

**SECTION I – COVERED AUTOS**, Paragraph **C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos** is amended by adding the following:

If Physical Damage Coverage is provided under this Coverage form for an “auto” you own, the Physical Damage coverages provided for that owned “auto” are extended to any “auto” you do not own while used with the permission of its owner as a temporary substitute for the covered “auto” you own that is out of service because of its breakdown, repair, servicing, “loss”, or destruction.

### **B. LIABILITY COVERAGES**

**SECTION II – LIABILITY COVERAGE** in Paragraph **A. Coverage, 1. Who Is An Insured** is amended to include the following:

- d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an “insured” under any other automobile policy or would be an “insured” under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (1) That is a joint venture or partnership,
  - (2) That is an “insured” under any other policy,
  - (3) That has exhausted its Limit of Insurance under any other policy, or
  - (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to “bodily injury” or “property damage” that results from an accident that occurred before you formed or acquired the organization.

- f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered “auto” you do not own, hire or borrow.

- g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:
- (1) Currently in effect or becoming effective during the term of this policy; and
  - (2) Executed prior to the "bodily injury" or "property damage".

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limit of Insurance.**

For any covered "auto" you own, this Coverage Form provides primary coverage.

**SECTION II – LIABILITY COVERAGE** in Paragraph **A. Coverage, 2. Coverage Extensions, a. Supplementary Payments** is amended to replace the following:

- (2) We will pay up to \$2,500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) We will pay all reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day, because of time off from work.

**SECTION II – LIABILITY COVERAGE** in Paragraph **B. Exclusions, 6. Care, Custody Or Control** is amended by adding the following:

This Care, Custody Or Control exclusion does not apply to property not owned by any "insured", subject to the following:

- a. The most we will pay under this exception for any one "accident" is \$1,000; and
- b. A deductible of \$500 per "accident" applies to this exception.

## C. PHYSICAL DAMAGE COVERAGES

### SECTION III – PHYSICAL DAMAGE COVERAGE

Coverage is amended as follows:

Paragraph **2. Towing** under **A. Coverage** is replaced with:

#### 2. Towing and Labor

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled.

- (a) For private passenger type vehicles or "light trucks", we will pay up to \$75 per disablement. "Light trucks" have a gross vehicle weight (GVW) of 10,000



pounds or less.

- (b) For “medium trucks”, we will pay up to \$150 per disablement. “Medium trucks” have a gross vehicle weight (GVW) of 10,001 lbs. to 20,000 pounds.

However, the labor must be performed at the place of disablement.

Paragraph 4. **Coverage Extensions, a. Transportation Expenses** under **A. Coverage** is amended to provide the following limits:

We will pay up to \$50 per day to a maximum of \$1,500. All other terms and provisions of this section remain applicable.

The following is added to **4. Coverage Extensions**:

**c. Theft Recovery Expense**

If you have purchased Comprehensive Coverage on an “auto” that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is \$5,000.

**d. Rental Reimbursement**

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered “auto” of the private passenger or light truck (10,000 lbs. or less gross vehicle weight) type for which Physical Damage coverages apply.

- (1) We will pay for auto rental expense and the expense incurred by you because of “loss” to remove and transfer your materials and equipment from a covered “auto” to a covered “auto”. Payment applies in addition to the otherwise applicable coverage you have on a covered “auto”. No deductible applies to this coverage.
- (2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:
  - (a) The number of days reasonably required to repair or replace the covered “auto”. If “loss” is caused by theft, this number of days is added to the number of days it takes to locate the covered “auto” and return it to you, or
  - (b) 30 days.
- (3) Our payment is limited to the lesser of the following amounts:
  - (a) Necessary and actual expenses incurred; or
  - (b) \$35 per day.
  - (c) This coverage does not apply while there are spare or reserve “autos” available to you for your operations.

- (d) If “loss” results from the total theft of a covered “auto” of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses**.

**e. Personal Effects**

If you have purchased Comprehensive Coverage on this policy for an “auto” you own and that “auto” is stolen, we will pay, without application of a deductible, up to \$500 for Personal Effects stolen with the “auto”. The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an “insured”. Personal Effects does not include tools, jewelry, guns, musical instruments, money or securities.

**f. Audio, Visual and Data Electronic Equipment Coverage**

We will pay for “loss” to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in a covered “auto” at the time of the “loss” or the equipment is removable from a housing unit which is permanently installed in a covered “auto” at the time of the “loss”, and such equipment is designed to be solely operated by use of the power from the “auto’s” electrical system, in or upon the covered “auto”.

- (1) We will pay with respect to a covered “auto” for “loss” to any accessories used with the electronic equipment described above. However, this does not include tapes, records or discs.
- (2) In addition to the exclusions that apply to Physical Damage Coverage, with exception of the exclusion relating to audio, visual and data electronic equipment, the following exclusion applies:

We will not pay for any electronic equipment or accessories used with such electronic equipment that are:

- (a) Necessary for the normal operation of the covered “auto” for the monitoring of the covered “auto’s” operating system; or
- (b) Both:

An integral part of the same unit housing any sound reproducing equipment designed solely for the reproducing of sound if the sound reproducing equipment is permanently installed in the covered “auto”; and

Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

- (3) With respect to this coverage, the most we will pay for all “loss” of audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one “accident” is the lesser of:
- (a) The actual cash value of the damaged or stolen property as of the time of the “loss”;

- (b) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or \$1,000;

minus a deductible of \$100.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

If there is other coverage provided for audio, visual and data electronic equipment, the coverage provided herein is excess over any other collectible insurance.

Paragraph **3.** under **B. Exclusions** is amended by adding the following language:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

Paragraph **C. Limit of Insurance** is amended by adding the following language:

- 4.** In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:
- a.** The amount paid under the Physical Damage Coverage Section of the policy; and
  - b.** Any:
    - (1)** Overdue lease / loan payments at the time of the "loss";
    - (2)** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
    - (3)** Security deposits not returned by the lessor;
    - (4)** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
    - (5)** Carry-over balances from previous loans or leases.

Paragraph **D. Deductible** is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

## **D. CONDITIONS**

### **SECTION IV – BUSINESS AUTO CONDITIONS, Subsection A., Loss Conditions**

Coverage is amended as follows:

The following is added to paragraph **2. Duties In The Event of Accident, Suit or Loss**:

- d. Knowledge of any “accident”, “claim”, “suit” or “loss” will be deemed knowledge by you when notice of such “accident”, “claim”, “suit” or “loss” has been received by:
- (1) You, if you are an individual;
  - (2) Any partner or insurance manager if you are a partnership
  - (3) An executive officer or insurance manager, if you are a corporation;
  - (4) Your members, managers or insurance manager, if you are a limited liability company; or
  - (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

The following language is added to **5. Transfer of Rights of Recovery Against Others to Us**:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the “bodily injury” or “property damage”.

#### **SECTION IV – BUSINESS AUTO CONDITIONS, Subsection B. General Conditions**

Coverage is amended as follows:

The following is added to **2. Concealment Misrepresentation or Fraud**:

Your unintentional error in disclosing or failing to disclose any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

Paragraph **5.b.** of **5. Other Insurance** is replaced by the following:

- b. (1) For “Comprehensive” and “Collision” Auto Physical Damage provided by this endorsement, the following are deemed to be covered “autos” you own:
- (a) Any covered “auto” you lease, hire, rent or borrow; and
  - (b) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business.

However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

#### **(2) Limit of Insurance For This Section**

The most we will pay for any one “loss” is the lesser of the following:

- (a) \$50,000 per accident, or
- (b) actual cash value at the time of loss, or

- (c) cost of repair.

minus a \$500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

- (3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

(4) Definitions For This Section

- (a) Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and "loss" caused by falling objects or missiles.
- (b) Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

**E. DEFINITIONS**

**SECTION V – DEFINITIONS**, Paragraph **C.** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these. The definition of "bodily injury" is amended to include mental anguish resulting from any bodily injury, sickness or disease sustained by a person.

Auto Policy #CAPNE07603

POLICY NUMBER: CAPNE07603

COMMERCIAL AUTO  
CA 99 37 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **GARAGEKEEPERS COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** JONES AUTOMOTIVE INC

**Endorsement Effective Date:** 06/01/2017

### **SCHEDULE**

Location Number	Address Where You Conduct Garage Operations (Main Location)	
001	1223 S 20TH ST, OMAHA, NE 68108	
Coverages	Limit Of Insurance And Deductible	Premium
<b>Comprehensive</b>	Limit Of Insurance	
	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	\$ 700,000	Limit Of Insurance
	\$ 500	Deductible For All Perils For Each Customer's Auto
	\$ 2,500	Maximum Deductible For All Loss In Any One Event
<b>Specified Causes Of Loss</b>	Limit Of Insurance	
	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	Limit Of Insurance	
	Deductible For All Perils For Each Customer's Auto	
	Maximum Deductible For All Loss In Any One Event	
<b>Collision</b>	\$ 700,000	Limit Of Insurance
	\$ 500	Deductible For Each Customer's Auto
<b>Total Garagekeepers Premium For All Locations</b>		\$ 1,970
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

**Direct Coverage Options**

Indicate below with an "X" which, if any, Direct Coverage Option is selected.

 **Excess Insurance**

If this box is checked, Garagekeepers Coverage remains applicable on a legal liability basis. However, coverage also applies without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" on an excess basis over any other collectible insurance regardless of whether the other insurance covers your or any other "insured's" interest or the interest of the "customer's auto's" owner.

 **Primary Insurance**

If this box is checked, Garagekeepers Coverage is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" and is primary insurance.

**A. This endorsement provides only those coverages:**

1. Where a Limit Of Insurance and a premium are shown for that coverage in the Schedule; and
2. For the location shown in the Schedule.

**B. Coverage**

1. We will pay all sums the "insured" legally must pay as damages for "loss" to a "customer's auto" or "customer's auto" equipment left in the "insured's" care while the "insured" is attending, servicing, repairing, parking or storing it in your "garage operations" under:
  - a. **Comprehensive Coverage**

From any cause except:

- (1) The "customer's auto's" collision with another object; or
- (2) The "customer's auto's" overturn.

**b. Specified Causes Of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft; or
- (3) Mischief or vandalism.

**c. Collision Coverage**

Caused by:

- (1) The "customer's auto's" collision with another object; or
- (2) The "customer's auto's" overturn.

2. We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

**3. Who Is An Insured**

The following are "insureds" for "loss" to "customer's autos" and "customer's auto" equipment:

- a. You.
- b. Your partners and their spouses, if you are a partnership, but only with respect to the conduct of your "garage operations".
- c. Your members, if you are a limited liability company, but only with respect to the conduct of your "garage operations". Your managers are also "insureds", but only with respect to their duties as your managers.
- d. Your "executive officers" and directors, if you are an organization other than a partnership or limited liability company, but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.



- e. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of employment by you or while performing their duties related to the conduct of your "garage operations".

#### 4. Coverage Extensions

The following applies as **Supplementary Payments**. We will pay for the "insured":

- a. All expenses we incur.
- b. The costs of bonds to release attachments in any "suit" against an "insured" we defend, but only for bond amounts within our Limit of Insurance.
- c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All court costs taxed against the "insured" in any "suit" against an "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against an "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

#### C. Exclusions

1. This insurance does not apply to any of the following:
  - a. **Contractual**  
Liability resulting from any contract or agreement by which the "insured" accepts responsibility for "loss". But this exclusion does not apply to liability for "loss" that the "insured" would have in the absence of the contract or agreement.
  - b. **Theft**  
"Loss" due to theft or conversion caused in any way by you, your "employees" or by your stockholders.
  - c. **Defective Parts**  
Defective parts or materials.

#### d. Faulty Work

Faulty "work you performed".

2. We will not pay for "loss" to any of the following:
  - a. Tape decks or other sound-reproducing equipment unless permanently installed in a "customer's auto".
  - b. Tapes, records or other sound-reproducing devices designed for use with sound-reproducing equipment.
  - c. Sound-receiving equipment designed for use as a citizens band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.
  - d. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
3. We will not pay for "loss" caused by or resulting from the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

#### D. Limits Of Insurance And Deductibles

1. Regardless of the number of "customer's autos", "insureds", premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit Of Insurance shown in the Schedule for that location. Prior to the application of this limit, the damages for "loss" that would otherwise be payable will be reduced by the applicable deductibles for "loss" caused by:
  - a. Collision; or





10820 Harney Street  
Omaha NE 68154  
(800) 877-4245

**COMMON  
POLICY DECLARATIONS**

COLUMBIA NATIONAL INSURANCE COMPANY  
(A Stock Company)

POLICY NUMBER **CMPNE07603**  
Renewal of **CMPNE07603**

**This policy includes claims-made coverage. Please read the entire policy carefully.**

Named Insured and Mailing Address:  
JONES AUTOMOTIVE INC  
1223 S 20TH ST  
OMAHA NE 68108-3404

Agent and Mailing Address: 18170-  
NP Dodge Insurance Agency  
8701 W Dodge Rd Ste 100  
Omaha NE 68114-3429  
402-938-5008

Policy Period: From **06/01/2017** to **06/01/2018** at 12:01 a.m. Standard Time at the mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY,  
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**Business Description:** AUTOMOTIVE PARTS & REPAIR

**Form of Business:** CORPORATION

Coverage Part	Premium
Property	
General Liability	
Crime	NOT COVERED
Inland Marine	
Auto	NOT COVERED
Certified Terrorism Coverage	
Total Premium	

FORMS AND ENDORSEMENTS APPLICABLE TO THIS POLICY ARE LISTED ON EITHER THE COMMON FORMS SCHEDULE OF THIS DECLARATIONS OR THE DECLARATIONS APPLICABLE TO SPECIFIC COVERAGES PROVIDED WITH THIS POLICY.

Countersigned by \_\_\_\_\_  
Authorized Agent

POLICY NUMBER **CMPNE07603**

Renewal of

**CMPNE07603**

Named Insured: **JONES AUTOMOTIVE INC**

Policy Period: From 06/01/2017 to 06/01/2018 at 12:01 a.m. Standard Time at the mailing address shown above.

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**ADDITIONAL INTEREST SCHEDULE**

**Additional Insured:**

Loc# Bld#

CITY OF LINCOLN & LANCASTER COUNTY

555 S 10TH ST

LINCOLN NE 68508-2803

Loan #

Interest: CG2010

POLICY NUMBER **CMPNE07603**

Renewal of

**CMPNE07603**

Named Insured: **JONES AUTOMOTIVE INC**

Policy Period: From 06/01/2017 to 06/01/2018 at 12:01 a.m. Standard Time at the mailing address shown above.

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## **GENERAL LIABILITY DECLARATIONS**

### **Limits Of Insurance**

\$2,000,000	<b>General Aggregate Limit (Other Than Products - Completed Operations)</b>
\$2,000,000	<b>Products/Completed Operations Aggregate Limit</b>
\$1,000,000	<b>Personal and Advertising Injury Limit (Any One Person or Organization)</b>
\$1,000,000	<b>Each Occurrence Limit</b>
\$100,000	<b>Damage To Premises Rented to You Limit (Any One Premises)</b>
\$5,000	<b>Medical Expense Limit (Any One Person)</b>

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**ANNUAL AUDIT PERIOD, UNLESS OTHERWISE STATED:**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GENERAL LIABILITY PREMIER ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Paragraph (2) is replaced under 2. Exclusions, g. Aircraft, Auto Or Watercraft by the following:

- (2) A watercraft you do not own that is:
  - (a) 50 feet or less; and
  - (b) Not being used to carry persons or property for a charge;

Paragraph (4) is replaced under 2. Exclusions, j. Damage To Property by the following:

- (4) Personal property in the care, custody or control of the insured. However, coverage for personal property in the care, custody or control of the insured will be covered up to \$10,000 per "occurrence" subject to a \$1,000 per claim deductible. The aggregate limit for this coverage is \$20,000.

The following paragraph is added to 2. Exclusions, j. Damage To Property:

This exclusion does not apply to "property damage" arising out of water damage to premises that are both rented to and occupied by you. The most we will pay for water damage to the premises, however, is \$25,000. This amount shall not be in addition to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

The following is added to 2. Exclusions, n. Recall Of Products, Work Or Impaired Property:

This exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, the following additional exclusions apply to "product recall expense":

- (1) Failure of any products to accomplish their intended purpose;
- (2) Breach of warranties of fitness, quality, durability or performance;
- (3) Loss of customer approval, or any cost incurred to regain customer approval;
- (4) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
- (5) Caprice or whim of the insured;
- (6) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;
- (7) Asbestos, including loss, damage or clean-up resulting from asbestos or asbestos containing materials;
- (8) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found;
- (9) "Bodily injury" or "property damage";
- (10) Any actual or alleged violation of any copyright, patent, trade dress, trademark, trade name, trade secrets, or any other intellectual property right laws; or
- (11) "Product recall expenses" you incur for "your products" which are excluded from any other insurance written by this company.

The most we will pay for "product recall expense" arising out of the same defect or deficiency is \$25,000 per occurrence.

The last paragraph under **2. Exclusions** is replaced by the following:

With respect to the premises while rented to you or temporarily occupied by you with permission of the owner, Exclusions **c., d., e., g., h., j., k., l., m.,** and **n.** do not apply to "property damage". A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance.**

#### **SECTION I – SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

The following is revised:

- 1.b.** Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 1.d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

#### **SECTION II – WHO IS AN INSURED**

Paragraph **3.** is replaced by the following:

- 3.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a.** Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b.** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization;
  - d.** "Product recall expense" does not apply to "product recall expenses" arising out of any withdrawal or recall that occurred before you acquired or formed any organization; and
  - e.** If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. But, this provision only applies if you maintain or maintained an interest of at least 50 percent in that partnership or joint venture for the period of that relationship. This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than 36 months. This coverage extension will be excess over any other coverage, on any basis, available to the insured, and will be subject to the Other Insurance provisions of this policy for Excess Insurance.

The following paragraphs are added:

- 4.** Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - a.** Your acts or omissions; or
  - b.** The acts or omissions of those acting on your behalf;
 in the performance of your ongoing operations for the additional insured.



However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- b. "Bodily injury" or "property damage" occurring after:
  - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to the insurance afforded to these additional insureds the following is added to **Section III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance;

- a. Required by the contract or agreement you have entered into with the additional insured; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance show in the Declarations.

- 5. Any person(s) or organization(s) (referred to below as vendor) but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
- b. If coverage provided to the vendor is required by a contract by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.



With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

- a. The insurance afforded the vendor does not apply to:
  - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (2) Any express warranty unauthorized by you;
  - (3) Any physical or chemical change in the product made intentionally by the vendor;
  - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (a) The exceptions contained in Sub-paragraphs (4) or (6); or
    - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

With respect to the insurance afforded to these additional insureds the following is added to **Section III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance;

- a. Required by the contract or agreement you have entered into with the additional insured; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance show in the Declarations.

6. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

With respect to the insurance afforded to these additional insureds the following is added to **Section III – Limits of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance;

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance show in the Declarations.

- 7. Any person(s) or organization(s) but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of any person or organization.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds the following is added to **Section III – Limits of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance;

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance show in the Declarations.

### **SECTION III – LIMITS OF INSURANCE**

The following paragraphs are replaced by the following:

- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and "product recall expense".
- 6. Subject to 5. above, the Damage To Premises Rented To You Limit of \$300,000 is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with permission of the owner.
- 7. Subject to 5. above, the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person is \$10,000.



Coverage is amended to include the following:

**Designated Location General Aggregate Limit**

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A (SECTION I)**, and for all medical expenses caused by accidents under Coverage **C (SECTION I)**, which can be attributed only to operations at a single designated "location":

- a. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations. This Designated Location General Aggregate Limit will apply, however, only when a written contract exists requiring the General Aggregate Limit to apply per "location".
- b. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
  - (1) Insureds;
  - (2) Claims made or "suits" brought; or
  - (3) Persons or organizations making claims or bringing "suits".
- c. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location".
- d. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A (SECTION I)**, and for all medical expenses caused by accidents under Coverage **C (SECTION I)**, which cannot be attributed only to operations at a single designated "location":

- a. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
- b. Such payments shall not reduce any Designated Location General Aggregate Limit.

When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not the General Aggregate Limit nor the Designated Location General Aggregate Limit.

For the purposes of Designated Location General Aggregate Limit, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

The provisions of Limits Of Insurance not otherwise modified shall continue to apply as stipulated.

**Designated Construction Project General Aggregate Limit**

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A (SECTION I)**, and for all medical expenses caused by accidents under Coverage **C (SECTION I)**, which can be attributed only to ongoing operations at a single designated construction project:

- a. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations. This Designated Construction Project General Aggregate Limit will apply, however, only when a written contract exists requiring the General Aggregate Limit to apply per designated construction project.



- b. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
- (1) Insureds;
  - (2) Claims made or "suits" brought; or
  - (3) Persons or organizations making claims or bringing "suits".
- c. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project.
- d. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A (SECTION I), and for all medical expenses caused by accidents under Coverage C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project:

- a. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
- b. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

The provisions of Limits Of Insurance not otherwise modified shall continue to apply as stipulated.

#### SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

The following is added to 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit:**

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expenses":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance;
- (3) As often as may be reasonably required, permit us to inspect "your product" and examine your books and records to prove the loss. Also permit us to take damaged and undamaged samples of "your product" for inspection, testing, and analysis, and let us make copies of your books and records.
- (4) Send us a signed, sworn, proof of loss containing the information we requested to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms; and
- (5) Permit us to examine under oath, away from the presence of other insureds, at such times as may reasonably be required, about any matter, relating to this insurance or your claim, including any insured's books and records in the event of an examination. An insured's answers must be signed.

- (6) Cooperate with us in the investigation or settlement of the claim.

Coverage is amended to include the following:

**Unintentional Failure to Disclose All Hazards**

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**Liberalization**

If we revise this Coverage Part to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

**Transfer of Rights of Recovery Against Others to Us**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver, however, applies only when required to waive such right of recovery by written contract with that person or organization.

**Knowledge Of Occurrence, Claim, Suit Or Loss**

The requirements for reporting and sending claim or "suit" information to us, including provisions related to the subsequent investigation of such claims or "suits," do not apply until after the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance manager, if you are a corporation;
- (4) Your members, managers or insurance manager, if you are a limited liability company; or
- (5) Your elected or appointed officials, trustees, board members, or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

**SECTION V – DEFINITIONS**

The following are added to **SECTION V – DEFINITIONS**:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product recall expense" means necessary and reasonable expenses for:

- a. Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
- b. Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
- c. Remuneration paid to your regular "employees" for necessary overtime;
- d. Hiring additional persons other than your regular "employees";
- e. Expenses incurred by "employees" including transportation and accommodations;
- f. Expense to rent additional warehouse or storage space;
- g. Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal; you incur exclusively for the purpose of recalling "your product"; and
- h. Transportation expenses incurred to replace recalled products.





10820 Harney Street  
Omaha NE 68154  
(800) 877-4245

**WORKERS COMPENSATION**

**EMPLOYERS LIABILITY POLICY**

COLUMBIA NATIONAL INSURANCE COMPANY  
(A Stock Company)

**NCCI # 24740**

**POLICY NUMBER WCPNE07603**  
Renewal of **WCPNE07603**

Named Insured and Mailing Address:  
JONES AUTOMOTIVE INC  
1223 S 20TH ST  
OMAHA NE 68108-3404

Agent and Mailing Address: 18170-  
NP Dodge Insurance Agency  
8701 W Dodge Rd Ste 100  
Omaha NE 68114-3429  
402-938-5008

Policy Period: From **06/01/2017** to **06/01/2018** at 12:01 a.m. Standard Time at the mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY,  
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Federal Employer		Premium Adjustment		
I.D. No:	Bureau I.D. No.:	Billing Plan:	Plan:	Form of Business:
470386439	260202456	ACCOUNT BILL MONTHLY	ANNUAL	CORPORATION

**Total Estimated Annual Premium**

POLICY NUMBER **WCPNE07603**

Renewal of **WCPNE07603**

Named Insured: JONES AUTOMOTIVE INC

Policy Period: From 06/01/2017 to 06/01/2018 at 12:01 a.m. Standard Time at the mailing address shown above.

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Location Address 001  
1223 S 20TH ST  
OMAHA NE 68108

FEIN 470386439

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- Coverage - ITEM 3**
- A.** Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here. NEBRASKA
  - B.** Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3A. The limits of our liability under Part Two are:
    - Bodily Injury by Accident \$100,000 each accident
    - Bodily Injury by Disease \$500,000 policy limit
    - Bodily Injury by Disease \$100,000 each employee
  - C.** Other States Insurance: Part Three of the policy applies to the states, if any, listed here:  
All States Except ND, OH, WA, WY

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

CITY OF LINCOLN & LANCASTER COUNTY  
555 S 10TH ST  
LINCOLN NE 68508-2803

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement  
Insured

Effective Policy No.

Endorsement No.  
Premium \$

Insurance Company

Countersigned by \_\_\_\_\_