

**MEMORANDUM OF UNDERSTANDING FOR
CITY OF LINCOLN and LANCASTER COUNTY, NEBRASKA
COOPERATIVE CONTRACT
MOU014**

Contract Title: Third Party Short-Term Vehicle Rental Services

Lead Entity and Contract Number: State of Nebraska

Contract No. 72311 O4

THIS MEMORANDUM OF UNDERSTANDING (MOU) is hereby issued to **Enterprise Rent A Car Company Midwest, 4509 Brady Street, Davenport, IA 52806-4051** hereinafter called "Contractor", from the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska hereinafter called the "Owners" for the purpose of the Contractor and the Owners agreeing to the terms and conditions provided in this MOU

The Contractor and the Owners hereby agree to the following supplemental Terms and Conditions from those in the Lead Contract listed above:

TERMS AND CONDITIONS

A. PARTICIPATING TERM

The Owners shall participate in the Lead Contract for Third Party Short-Term Vehicle Rental Services. This MOU will become effective upon execution by all parties, though February 16, 2019. Upon conclusion of the initial term, the Owners have the option of renewing under the same terms and conditions according to the renewals allowed by the Lead Contract for one (1) additional one (1) year term.

B. SCOPE

The Contractor shall provide the same scope of services and provide the same products as set forth in the Lead Contract.

C. PRICING

Pricing for these goods and/or services shall be pursuant to the Lead Contract, a copy thereof is attached to this Memorandum

D. CONFLICTING TERMS

To the extent other terms and conditions attached hereto conflict with the terms and conditions stated herein, the parties agree that conflicts among the documents comprising this Memorandum shall be resolved according to priority, and that a document's priority shall be determined according to the order in which the document appears in the list below in section "E. Memorandum of Understanding Documents".

E. MOU DOCUMENTS

The following documents comprise the Memorandum of Understanding:

1. This Memorandum of Understanding and associated Terms and Conditions;
2. State of NE Contract 72311 O4
3. Insurance Requirements/Certificate of Insurance;
4. Tax Forms

F. LAWS

The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this Memorandum of Understanding. During the term of the MOU, the Contractor shall perform all services and/or supply all goods in accordance with the established and applicable standards and in accordance with applicable State and Local laws.

G. IMPLIED REQUIREMENTS

All products and services not specifically mentioned in this document or the Lead Contract, but which are necessary to provide the functional capabilities described in the Lead Contract, shall be included.

H. CONTRACT MODIFICATION

The MOU shall be modified only by a written MOU amendment and approval of the parties. No alteration or variation of the terms and conditions of this Memorandum shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

I. TERMINATION

This MOU may be terminated by the following:

1. Termination for Convenience. Either party may terminate this MOU upon thirty (30) days written notice to the other party, for any reason, without penalty.
2. Termination for Cause. The Owners may terminate this MOU for cause if the Contractor:
 - a. Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or products pursuant to the Lead Contract or;
 - b. Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders or;
 - c. Otherwise commits a substantial breach or default of any provision of the Lead Contract or this MOU. In the event of a substantial breach or default the Owners 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 MOU shall terminate.
3. In the event that funding is not available to continue with services as written, the Owner(s) reserve the right to terminate use of the MOU for convenience with no financial obligation to the Contractor, Subcontractors or other stakeholders except for any amount due for services rendered or products supplied prior to notice of cancellation.

The Owner(s) may terminate this MOU in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the Owner(s). In the event of unavailability of funds to pay any amounts due under the MOU, the Owner(s) shall immediately notify the Contractor and the MOU shall terminate without penalty or expense to the Owner(s). Upon termination, the Owner(s) shall pay the Contractor for any approved and documented services or products completed or purchased up to the date of termination, but not to exceed the maximum amount allowed by the Lead Contract or this MOU.

J. SEVERABILITY

If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the MOU shall not be affected and each provision of the MOU shall be enforced to the fullest extent permitted by law.

K. ASSIGNMENT

This MOU shall not be transferred to/or assigned to another Contractor without prior written consent confirming approval by the Owners. Any assignment without such prior written consent shall be absolutely void.

L. FORCE MAJEURE

Neither party shall be liable for any costs or damages from its inability to perform any of its obligations under the MOU due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the Lead Contract or this MOU. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The Owners may grant relief from performance of the MOU if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest on the Contractor. To be released based on a Force Majeure Event, the Contractor shall file a written request for relief with the City of Lincoln/Lancaster County Purchasing Division. Labor disputes with the

impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the Contract.

M. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the MOU, the Contractor agrees to pay all expenses of such action, as permitted by law, including Attorney's fees and costs, if the Owner is the prevailing party.

N. OWNER INCLUSION

It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission. Notwithstanding the foregoing, the duties and obligations of the City, the County, and the Building Commission pursuant to the MOU shall be treated as divisible and severable duties and obligations, and default by any one of the City, the County, or the Building Commission shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.

O. PAYMENT

Unless stated otherwise, the Owners will initiate payment within thirty (30) calendar days after:

1. All work has been performed and all equipment or other merchandise has been delivered.
2. All such labor and equipment and other materials have met all MOU specifications.
3. All such work has been approved by the Owner.
4. An invoice has been submitted which corresponds with the MOU amount and any subsequent changes approved by the Owners.

P. INSURANCE

The Contractor agrees to the insurance provisions required for all City/County and Building Commissions contracts (see *Insurance Requirements for City, County, and Building Commission*).

Q. TAXES AND TAX EXEMPTION CERTIFICATE

The Owners are generally exempt from any taxes imposed by the State or Federal government. A Tax Exemption Certificate will be provided as applicable.

The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

R. INDEPENDENT CONTRACTOR

Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' 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.

S. 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.

T. LIVING WAGE

The Contractor agrees to pay all employees employed in the performance of the MOU according to the City Living Wage per Section 2.81 of the Lincoln Municipal Code. The wages listed in Section 2.81 are subject to change every July. This provision is only applicable to City of Lincoln projects.

U. 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. For information on the E-Verify Program, [go to www.uscis.gov/everify](http://www.uscis.gov/everify).

V. CITY AUDIT ADVISORY BOARD

All parties doing business with the Owners shall be subject to audit (City of Lincoln - Chapter 4.66 of the Lincoln Municipal Code) and shall make available to a Contract Auditor copies of all financial and performance related records and materials germane to the MOU/purchase order, as allowed by law.

W. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Owners from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the MOU that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owners.

In any and all claims against the Owners or any of its elected officials, members, officers or employees by an employee of the Contractor, 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 listed herein 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 Contractor or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

X. WAIVER

Owners' failure or neglect to enforce any of its rights under this Memorandum will not be deemed to be a waiver of the Owners' rights.

Y. THIRD PARTIES

This Memorandum is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties involved. Owners shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than Contractor.

Z. AUDIT

This MOU shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and all parties shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law.

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

The Contractor hereby agrees to this MOU upon completion of signatures on the Vendor Signature Page.

COOPERATIVE CONTRACT
Third Party Short-Term Vehicle Rental Services
State of NE Contract No. 72311 O4
MOU014
CITY OF LINCOLN and LANCASTER COUNTY, NEBRASKA
Enterprise Rent A Car Company Midwest

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary Seal

Name of Corporation

Address

By: _____
Duly Authorized Official

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

City of Lincoln Signature Page

**COOPERATIVE CONTRACT
Third Party Short-Term Vehicle Rental Services
State of NE Contract No. 72311 04
MOU014
CITY OF LINCOLN and LANCASTER COUNTY, NEBRASKA
Enterprise Rent A Car Company Midwest**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Finance Director

Approved by Directorial Order No. _____

dated _____

Lancaster County Signature Page

**COOPERATIVE CONTRACT
Third Party Short-Term Vehicle Rental Services
State of NE Contract No. 72311 O4
MOU014
CITY OF LINCOLN and LANCASTER COUNTY, NEBRASKA
Enterprise Rent A Car Company Midwest**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

NEBRASKA

Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES

CONTRACT RENEWAL

March 10, 2018

Cynthia Kinning
Enterprise Rent A Car Company Midwest
4509 Brady ST
Davenport IA 52806-4051

RE: 7231104 Third Party Short-Term Vehicle Rental Services

Dear Ms. Kinning:

The above named contract for providing Third Party Short-Term Vehicle Rental Services to the State of Nebraska, Transportation Services Bureau expired February 15, 2018.

It carries a provision for renewal when mutually agreeable to the Vendor and the State of Nebraska. The State of Nebraska wishes to renew this contract for an additional one (1) year period, i.e. beginning February 16, 2018 through February 16, 2019.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

Contractor hereby grants permission to the State of Nebraska and/or its agencies to reprint or republish any and all copyrighted documents related to Contractor's response to this Request for Proposal, and any and all figures, illustrations, photographs, charts, and other supplementary material on a website accessible by the public pursuant to Neb. Rev. Stat. § 84-602. This waiver does not apply to proprietary information properly submitted in a separate sealed, package clearly marked "Proprietary."

Contractor represents and warrants that the contents of this response to Request for Proposal and all figures, illustrations, photographs, charts, and other supplementary material herein are original and do not libel anyone or infringe upon any patent, copyright, proprietary right, or any other right whatsoever of any other party. Contractor represents and warrants that Contractor has full power and authority to execute this Copyright Release and to grant the State of Nebraska and/or its agencies the right granted herein.

Contractor agrees to indemnify, defend, and hold harmless the State of Nebraska and/or its agencies against any and all claims, suits, and/or judgments, including costs, expenses, damages, and reasonable legal fees based upon and arising from Contractor's violation of the rights of others and/or by reason of a breach of any of the foregoing warranties.

Department of Administrative Services | MATERIEL DIVISION

1526 K Street, Ste. 130
Lincoln, Nebraska 68508

OFFICE 402-471-6500
FAX 402-471-2089

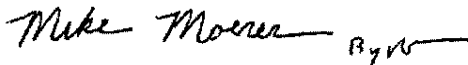
das.nebraska.org

January 13, 2017
Page 2

If this is agreeable with Enterprise Rent A Car Company Midwest, please sign and return as soon as possible, keeping one (1) copy for your files.


If no response is received within thirty (30) calendar days, the State of Nebraska will assume that Enterprise Rent A Car Company Midwest does not intend to renew contract number 7231104 and thus may begin the formal solicitation process to obtain Third Party Short-Term Vehicle Rental Services.

Sincerely,

Mike Moerer  B, W

Mike Moerer, Administrator
Transportation Services Bureau

Enterprise Rent A Car Company Midwest is agreeable to the renewal of 7231104 for Third Party Short-Term Vehicle Rental Services beginning February 16, 2018 through February 16, 2019.


SIGNATURE: _____

TITLE: VP/617

DATE: 3/19/18

**STATE OF NEBRASKA SERVICE CONTRACT
THIRD PARTY SHORT-TERM VEHICLE RENTAL**

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING**.

This contract is not an exclusive contract to furnish the services shown below, and does not preclude the purchase of similar services from other sources.

I. SCOPE

Contract to supply and deliver third party short-term vehicle rental services to the State of Nebraska, per the attached specifications, terms and conditions for the contract period of February 16, 2016 through February 15, 2018. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

II. PRICES

See Form B Region 1, Region 2, and Region 3 as attached.

Prices are firm for the first year of the contract. Any request for an increase must be submitted in writing to the Transportation Services Bureau a minimum of 30 days prior to proposed effective date of increase, and must show cause and be accompanied by supporting documentation. Further documentation may be required by the State, to authenticate the increase. Failure to supply any requested supporting documentation may be grounds to cancel the contract. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. The State will be given full proportionate benefit of any decrease for the term of the contract. No price increases are to be billed to the State without prior written approval by the Transportation Services Bureau. Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities, and counties. Terms and conditions of the contract must be met by political sub-divisions, cities, and counties.

III. TERMS AND CONDITIONS

**A. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY
EMPLOYMENT / NONDISCRIMINATION**

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Sub-Contractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all sub-contracts for services to be covered by the contract.

B. PERMITS, REGULATIONS, LAWS

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

C. OWNERSHIP OF INFORMATION AND DATA

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Contractor pursuant to this contract.

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

D. INSURANCE REQUIREMENTS

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Sub-Contractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Sub-Contractor(s). The Contractor is also responsible for ensuring Sub-Contractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Sub-Contractor to commence work on any Sub-Contract until all similar insurance required of the Sub-Contractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Sub-Contractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Sub-Contractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Sub-Contractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Sub-Contractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	
Coverage A	Statutory
Coverage B	Statutory
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$10,000 any one person
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$1,000,000 per occurrence
SUBROGATION WAIVER	
"Waiver of Subrogation on the Worker's Compensation in favor of the State of Nebraska."	
LIABILITY WAIVER	
"The State of Nebraska, Certificate holder, is an additionally insured, primary & noncontributory on the General Liability."	

4. EVIDENCE OF COVERAGE

The Contractor shall furnish the State, a certificate of insurance coverage complying with the above requirements to:

Administrative Services
Transportation Services Bureau
1400 & M Street
P.O. box 95025
Lincoln, NE 68508

These certificates or the cover sheet shall reference the contract number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

E. COOPERATION WITH OTHER CONTRACTORS

The State may already have in place or choose to award supplemental contracts for work related to this contract, or any portion thereof.

The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

F. INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the Contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

G. CONTRACTOR RESPONSIBILITY

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Sub-Contractor's services, the Sub-Contractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any Sub-Contractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

H. CONTRACTOR PERSONNEL

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Sub-Contractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Sub-Contractor selected to perform work on the project.

Personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Sub-Contractor employee.

In respect to its employees, the Contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. damages incurred by Contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

I. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the contract or project, or who had any influence on decisions affecting the contract or project.

J. CONFLICT OF INTEREST

The Contractor certifies that there does not now exist any relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this contract or project.

The Contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The Contractor certifies that it will not employ any individual known by contractor to have a conflict of interest.

K. ERRORS AND OMISSIONS

The Contractor shall not take advantage of any errors and/or omissions in this contract. The Contractor must promptly notify the State of any errors and/or omissions that are discovered.

L. ASSIGNMENT BY THE STATE

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

M. ASSIGNMENT BY THE CONTRACTOR

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

N. GOVERNING LAW

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

O. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

P. ADVERTISING

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

Q. STATE PROPERTY

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

R. SITE RULES AND REGULATIONS

The Contractor shall use its best efforts to ensure that its employees, agents, and Sub-Contractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the Contractor.

S. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable;
 - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
 - j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

T. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

U. BREACH BY CONTRACTOR

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

V. ASSURANCES BEFORE BREACH

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

W. ADMINISTRATION – CONTRACT TERMINATION

1. Contractor must provide confirmation that upon contract termination all deliverables prepared in accordance with this agreement shall become the property of the State of Nebraska; subject to the ownership provision (section E) contained herein, and is provided to the State of Nebraska at no additional cost to the State.
2. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures.

X. FORCE MAJEURE

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

Y. PROHIBITION AGAINST ADVANCE PAYMENT

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

Z. PAYMENT

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services.

AA. INVOICES

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The rental billing shall be provided to the Transportation Services Bureau (TSB) and shall include a copy of each rental invoice. The rental invoices shall be submitted to TSB electronically, emailed to designated TSB staff, and in a .PDF format. Each invoice shall contain the type, year, make, and model of vehicle rented; the date(s) of rental; the total number of days rented; the total miles driven. All rental costs shall be itemized, totaled, and submitted to TSB within 5 business days after each rental turn-in. The Contractor's monthly statements shall be submitted to TSB, emailed to designated TSB staff, in Excel or CSV format, for TSB to view sales and rental history, date and location of rentals, and base and total cost of rentals. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

BB. RIGHT TO AUDIT

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Sub-Contractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Sub-Contractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Sub-Contractors to the extent that those sub-contracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

cc. TAXES

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

DD. INSPECTION AND APPROVAL

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Sub-Contractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

EE. CHANGES IN SCOPE/CHANGE ORDERS

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the contract. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification. Changes or additions to the contract beyond the scope of the contract are not permitted.

FF. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

GG. CONFIDENTIALITY

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

HH. INDEMNIFICATION

1. GENERAL

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Sub-Contractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Sub-Contractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this contract.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

II. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

JJ. ANTITRUST

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

KK. DISASTER RECOVERY/BACK UP PLAN

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

LL. TIME IS OF THE ESSENCE

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

MM. DRUG POLICY

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

NN. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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 an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the contract.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

OO. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

The Contractor, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements in any and all sub-contracts into which it enters. The Contractor shall immediately notify the Department if, during the term of this contract, Contractor becomes debarred. The Department may immediately terminate this contract by providing Contractor written notice if Contractor becomes debarred during the term of this contract.

Contractor, by signature to this contract, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

PP. POLITICAL SUB-DIVISIONS

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. §81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

Transportation Services Bureau (TSB) currently operates six (6) motor pools located throughout the State of Nebraska. The TSB motor pools supply short-term vehicle rental options in order that State agencies may carry out their assigned duties.

B. PROJECT ENVIRONMENT

There are occasions during periods of peak demand for services, including but not limited to April 1 through October 1, when our customer's need for vehicles exceeds TSB's current fleet capacity. This contract will provide centralized short-term supplemental transportation services for those areas of the State when TSB pool vehicles are not available. TSB will request, approve, and rent short-term third party

vehicles deemed appropriate for State use as needed and will blend this additional option into existing business practices.

c. PROJECT REQUIREMENTS

1. Contractor to have vehicles available for third party short-term vehicle rentals as shown in Form B Region 1, Form B Region 2, and Form B Region 3 including but not limited to:
 - a. Subcompacts – those vehicles having a minimum wheel-base of 102” and a maximum wheel-base of 106”;
 - b. Compacts – those vehicles having a minimum wheel-base of 107” and a maximum wheel-base of 112.5”;
 - c. Intermediate - those vehicles having a minimum wheel-base of 110” and a maximum wheel-base of 120”;
 - d. Minivans, Cargo;
 - e. Minivans, - Passenger – seats seven (7) adults;
 - f. 12-Passenger Vans; and
 - g. Light-duty Pick-ups, Half Ton Capacity, 2-wheel drive and 4-wheel drive.
2. Contractor will direct-bill TSB (see additional information under Technical Requirements).
3. Contractor shall provide unlimited mileage for third party short-term rental vehicles for round trip rentals.
4. Contractor shall provide one-way third party short-term vehicle rentals of up to 500 miles for no additional mileage or drop fees.
5. Contractor must be able to generate monthly reports showing loss claims and damages caused by State drivers, on third party short-term rental vehicles.
6. The Contractor is to deliver third party short-term rental vehicles or have access to third party short-term vehicle rental facilities within 150 minutes of TSB’s placing the reservation request, Mondays through Fridays, excluding holidays between the standard core business hours of 8:00 AM and 5:00 PM within the regions identified on the attached Attachment One Nebraska Regions Map as listed below:
 - a. Region 1
 - b. Region 2 and,
 - c. Region 3
7. Delivery/access times exceeding the 150 minute timeframe must be called or emailed to, and approved by, the TSB designated staff.
8. The Contractor shall provide a list of city and neighborhood locations throughout the State of Nebraska within the regions identified on Attachment One – Nebraska Regions Map and hours of operations. Include and indicate airport locations.

At the time of reservation, the Contractor will provide a list, upon request, of types of alternative fuel (e.g. E85, CNG, Electric) and hybrid third party short-term vehicles available in the requested location.

9. Special events may require additional third party short-term rental vehicles. Historical data varies between events and may require up to, but not limited to, 25 vehicles.

D. BUSINESS REQUIREMENTS

Third party short-term vehicle rental transactions will be processed as follows: The third party short-term vehicle rental service will provide vehicle(s) at the required location within 150 minutes of contacting the Contractor. The State reserves the right to pick-up third party short term rental vehicles at Contractor branch locations. In the event the State's need exceeds the Contractor's location capacity the Contractor shall alert TSB-designated staff and provide available options.

E. SCOPE OF WORK

Upon request, the Contractor will provide third party short-term vehicle rental options to TSB for utilization by State agencies, boards, and commissions. TSB will serve as the authorized agent for the third party short-term vehicle rental Contractor. Third party short-term rental vehicles, deemed appropriate for State use by TSB, will be available at the specified location within 150 minutes. Delivery/access times exceeding the 150 minute timeframe must be called or emailed to, and approved by, the TSB designated staff. The third party short-term vehicle rental Contractor will provide vehicle fueling options. Third party short-term vehicle rental billing will be provided to TSB within defined parameters in a format compatible with Administrative Services billing requirements.

F. TECHNICAL REQUIREMENTS

Driver(s) requirements:

1. Any TSB-authorized State of Nebraska employee or representative, 19 years of age or older, may drive a third party short-term rental vehicle; and,
2. Must possess a valid driver's license.

G. PROJECT PLANNING AND MANAGEMENT

1. Contractor to specify coverage of third party short-term rental vehicle service area within identified regions (see Attachment One – Nebraska Regions Map) within Nebraska's state lines:
 - a. Identify dispatch and/or branch locations within each region;
 - b. The branch locations or in-terminal counters will be in a permanent structure, well-lighted, clean, properly maintained, and clearly identified as the vehicle rental Contractor with whom the reservation was made;
 - c. Attach map of areas/locations; and
 - d. Third party short-term rental vehicles are to be available for State driver pick-up at the required location within 150 minutes of TSB reservation request. Delivery/access times exceeding the 150 minute timeframe must be called or emailed to, and approved by, the TSB designated staff.
2. The Contractor shall include any associated fees on Form B – cost. The Contractor shall assist any investigative unit of TSB and the State of Nebraska

concerning alleged wrongdoing or suspected fraud or abuse by any driver or those entities doing business with the Contractor.

3. Reciprocal assistance from TSB and the State of Nebraska with regard to investigations shall be provided to the Contractor.

H. **RENTAL RATE REQUIREMENTS**

Rental rates are as provided on Form B – Cost Sheet for the period of the contract;

1. Third party short-term rental vehicle rates includes all charges for reservations, shuttle service, and unlimited mileage;
2. All third party short-term rental vehicle maintenance and operating expenses is the responsibility of the Contractor;
3. Third party short-term rental vehicle rates are not subject to blackout dates and do not require a minimum rental period;
4. Applicable weekend/weekly discounts are to be calculated and applied;
5. Third party short-term rental vehicle rental rates are not to exceed a 2-week/14 day maximum, unless authorized by TSB;
6. Half day, full day, multiple day (up to two weeks) third party short-term rental vehicle rates;
7. One-way third party short-term rental vehicle rates;
 - a. The Contractor shall charge the Form B - Cost Sheet base third party short-term rental vehicle rate and other allowable charges indicated in contract for a one-way third party short-term vehicle rental as if a round trip third party short-term vehicle rental;
 - b. The Contractor shall not charge any drop fee or mileage charge for one-way third party short-term vehicle rentals of 500 miles or less; and
 - c. For one-way third party short-term vehicle rentals greater than 500 miles, the Contractor may assess a one-way differential fee, as defined in the Form B - Cost Sheet.

I. **RENTAL VEHICLE RESERVATION REQUIREMENTS**

1. The Contractor shall provide an authorized account representative as the point of contact for third party short-term rental reservations.
2. The Contractor should maintain a sufficient number of third party short-term rental vehicles on hand to meet the needs of TSB with advance reservations. Advance reservations include, but are not limited to, reservations made at least 24 hours prior to rental vehicle pickup.
3. The Contractor shall accept reservations made at least 24 hours in advance on local third party short-term vehicle rentals and seven (7) calendar days in advance on one-way third party short-term vehicle rentals.
4. Third party short-term rental vehicle reservations will be authorized and facilitated by TSB.
5. The Contractor shall provide a 24-hour customer service number accessible by a toll-free number.
6. Third party short-term rental vehicle reservations will guarantee vehicle availability, including automatic, no added cost substitution. Third party short-term rental vehicle substitutions will consist of those vehicle types deemed

appropriate and approved by TSB prior to State use. Restricted vehicle classes include, but are not limited to - convertibles, luxury, premium, and elite. TSB reserves the right to waive restrictions when deemed appropriate.

7. The Contractor shall not charge additional fees for short notice third party short-term rental vehicle reservations.
8. Reserved third party short-term rental vehicles will be held for three (3) hours after the driver's estimated time of arrival prior to release.
9. Whenever possible, TSB will advise the Contractor a minimum of eight (8) hours in advance of any change of travel plans necessitating third party short-term rental vehicle rental cancellation or delayed pickup. However, in no situation shall the State or TSB be liable for payment of "no shows." TSB will cancel third party short-term rental vehicle reservations in the same manner they were made when possible.
10. The Contractor's personnel at all Contractor locations must have access to the third party short-term rental vehicle rates, terms, and conditions contained in this contract.
11. The Contractor should attempt to meet 100% of TSB's requests and should meet 100% of confirmed third party short-term rental vehicle reservations when 24 hours notice is given.
12. If a reserved third party short-term rental vehicle is not available at the time of pickup by the driver, the Contractor shall substitute a vehicle deemed appropriate and approved by TSB prior to State use, of similar or greater quality at no additional cost. Restricted vehicle classes include, but are not limited to - convertibles, luxury, premium, and elite. TSB reserves the right to waive restrictions when deemed appropriate.
 - a. The Contractor shall note on the invoice that a vehicle of same or greater quality was substituted at same or lower cost.
13. The Contractor will make all reasonable efforts to expedite the pickup and return of third party short-term rental vehicles.
 - a. At airport locations, the Contractor's personnel will be available during terminal hours of operation to meet all incoming flights;
 - b. For self-service airport locations, a courtesy phone or clearly identifiable sign indicating the telephone number to call for contractor's shuttle is required;
 - c. The shuttle van service pickup is to be provided within 15 minutes of the driver's notification to the Contractor.
14. The Contractor may request the driver to sign the contractor's invoice to document the delivery of the third party short-term rental vehicle, and to provide the time and place of return of the third party short-term rental vehicle.
 - a. The Contractor personnel will also provide the driver with vehicle return instructions;

- b. Upon return of the third party short-term rental vehicle to off-airport locations, the Contractor personnel should transport the driver to the airport terminal within 30 minutes of turn-in as weather permits; and
- c. The Contractor shall provide the driver a completed copy of the third party short-term rental vehicle form.

J. CONTRACTOR BILLING/INVOICING REQUIREMENTS

1. Third party short-term rental vehicle invoices provided directly to TSB
 - a. Provide invoice
 - i. Third party short-term rental vehicle invoices for each rental transaction are to be submitted to TSB staff electronically; via email in .PDF format within five (5) business days of the rental turn-in
 - b. Third party short-term rental vehicle invoices will include
 - i. Contractor invoice number;
 - ii. Location of rental;
 - iii. Driver(s) name(s);
 - iv. Type, year, make, and model of vehicle;
 - v. Rental vehicle license plate number;
 - vi. Date(s) of rental;
 - vii. Number of days;
 - viii. Delivery/pick up time and date;
 - ix. Odometer at time of delivery/pick up;
 - x. Return date and time;
 - xi. Odometer at time of return; and
 - xii. Total miles.
 - c. Monthly Billing Statements are to be emailed to TSB designated staff in .CSV or Excel format, within five (5) business days of the end of the month. Statements are to reflect all transactions and adjustments completed during the billing cycle and will include but not be limited to:
 - i. Contractor invoice number
 - ii. Total amount charged

Any exceptions to these lists for invoices and monthly billing statements must be approved by TSB designated staff.

- d. All third party short-term rental vehicle costs are to be itemized and totaled
 - i. Detail all surcharges, concession fees, fuel charges, if applicable; and
 - e. Supporting documentation to be made available upon request
2. Electronic invoices will be considered received at the time TSB retrieves their third party short-term rental vehicle invoice.
 3. The Contractor shall send a written request to the TSB-designated staff regarding any proposed changes to TSB's account. TSB shall reply in writing approving or rejecting the account modification.

4. The Contractor shall not charge TSB any annual fees, transaction fees, processing fees, report fees, or any other fees for the administration of the third party short-term rental vehicle direct billing account. Payment is due by TSB no later than 45 days from the date of invoice.
5. The Contractor shall provide resolutions of disputed amounts and shall make appropriate adjustments to TSB's account. The Contractor shall provide the TSB-designated staff a copy of all Contractor correspondence relating to disputed third party short-term rental vehicle transactions.

K. CONTRACTOR REPORTING REQUIREMENTS

1. The Contractor shall provide third party short-term rental vehicle administrative and contract management reports at the times and in the manner set forth in this section:
 - a. For third party short-term rental vehicles to the State of Nebraska, authorized by TSB, the contractor shall provide to the TSB-designated staff annual Volume Sales Reports, Non-Compliance Reports, and Accident Reports;
 - b. Annual is defined as a calendar year, with the due date of January 31st of the following year.
 - c. Third party short-term rental vehicle reports submitted to TSB electronically, emailed to TSB-designated staff in .PDF, .CSV, or Excel format; and
 - d. TSB reserves the right to request the contractor to provide, and/or modify reports, or create ad-hoc reports as needed. Any associated costs must be authorized by TSB-designated staff.
2. For the Volume Sales Reports the contractor shall provide to TSB-designated staff annual reports of all third party short-term rental vehicle services/transactions under this contract. The contractor shall report for each transaction:
 - a. Contractor invoice number;
 - b. Location of rental;
 - c. Rental vehicle size classification;
 - d. Date of rental;
 - e. Length of rental;
 - f. Miles driven on rental vehicle;
 - g. Unit price (rental rate) and extended total;
 - h. Any other charges related to this rental.
3. The Contractor shall subtotal the Volume Sales Report and compute the Total number of Transactions, Total Miles Driven, and Total Dollar Amount.
4. For the Noncompliance Report, the Contractor shall submit an annual report documenting when third party short-term rental vehicles or services were delivered that did not meet the specifications of the Form B/Cost Sheet. This report shall include such events as:
 - a. Contractor invoice number;
 - b. Third party short-term rental vehicles not delivered with a full tank of fuel;
 - c. Third party short-term rental vehicles delivered un-clean;

- d. Third party short-term rental vehicles reserved weren't available at time of pickup; and,
 - e. Other third party short-term rental vehicle noncompliant services.
5. The report will include:
 - a. Contractor invoice number;
 - b. The date of rental;
 - c. The location of rental; and
 - d. The noncompliant event.
6. For the Accident Report, the Contractor shall submit an annual report documenting accidents involving vehicles rented to TSB. The Contractor shall report for each accident the following data:
 - a. Contractor invoice number;
 - b. Date of accident;
 - c. Location of accident;
 - d. Any police incident number and copy of any police report;
 - e. Any claims made against vehicle rented; and
 - f. Any action the Contractor requested of TSB.
7. TSB requires any identified third party short-term rental vehicle reports as designated, including those timeframes with no reportable sales.
8. The receipt or acceptance of any of the third party short-term rental vehicle reports furnished pursuant to this contract, or any sums paid hereunder, shall not preclude the State of Nebraska from challenging the validity thereof at any time.

L. VEHICLE REQUIREMENTS

1. Contractor will only supply third party short-term rental vehicles that have been maintained in accordance with manufacturer's requirements, industry standards, and all applicable laws.
2. The Contractor shall secure, maintain, and pay for any federal, state, and local licenses required to provide the third party short-term rental vehicle services referenced in this contract.
3. The third party short-term rental vehicles must be current model year, or within 3 years of the current model year and have fewer than 36,000 miles.
 - a. The Contractor shall certify that the odometer and original miles are the same and are accurate;
 - b. The third party short-term rental vehicle's minimum standard equipment shall include automatic transmission, power steering, power brakes, air conditioning, air bags (if available from manufacturer) and all season radial tires;
 - c. The Contractor shall equip and maintain all third party short-term rental vehicles to meet all federal, state, and local vehicle safety standards, codes, and ordinances;
 - d. At time of third party short-term rental vehicle pickup, the Contractor shall deliver to the driver(s) a third party short-term rental vehicle with

- proper fluid levels, coolant protected to -20 degrees, and in clean condition (inside and out); and
- e. All third party short-term rental vehicles should be in a like-new condition with no body damage or mechanical problems. Any vehicle body damage should be clearly identified and recorded at time of rental.
4. All third party short-term rental vehicles under this contract shall be non-smoking, whereas previous renters did not smoke tobacco products inside the vehicle.
 5. Contractor must list third party short-term rental vehicle types and availability at each branch location, including but not limited to -
 - a. Subcompacts – those vehicles having a minimum wheel-base of 102” and a maximum wheel-base of 106”;
 - b. Compacts – those vehicles having a minimum wheel-base of 107” and a maximum wheel-base of 112.5”;
 - c. Intermediate - those vehicles having a minimum wheel-base of 110” and a maximum wheel-base of 120”;
 - d. Minivans, Cargo;
 - e. Minivans, Passenger – seats seven (7) adults;
 - f. 12-Passenger Vans;
 - g. Light-duty Pick-ups, Half Ton Capacity, 2-wheel drive and 4-wheel drive; and
 - h. List any specialty vehicles.
 6. Contractor will immediately replace a third party short-term rental vehicle at no extra charge when said vehicle becomes substantially impaired or unsafe to operate in the driver’s judgment, while in possession of the driver.
 - a. Contractor will deliver the replacement third party short-term rental vehicle to a location determined by the driver; and
 - b. Contractor will be responsible for all repairs and towing of the third party short-term rental vehicle.
 7. Contractor’s models that are equipped with a blend of cellular and global positioning system (GPS) technologies are provided with the third party short-term rental vehicle at no additional charge. TSB acknowledges:
 - a. The third party short-term rental vehicle may be equipped with a GPS system, which provides emergency and other services such as roadside assistance, emergency services, airbag deployment contact, remote door unlock, stolen vehicle recovery, and remote diagnostics;
 - b. TSB expressly authorizes the use of indirect GPS services;
 - c. GPS systems require the third party short-term rental vehicle’s electrical system and equipment, cellular service, and satellite technologies to be available and operating for the GPS system to function properly;
 - d. Not all GPS services are available on all third party short-term rental vehicles;
 - e. GPS services act as a link to existing emergency and other service providers;
 - f. Services are limited by, and the Contractor is not liable for, conditions or services outside the control of GPS services or the Contractor;

3. Drivers shall not use third party short-term rental passenger vans with a capacity of 10 or more passengers to transport children in the twelfth (12th) grade or younger for school-related functions.

N. FUELING REQUIREMENTS

Pricing options for third party short-term rental vehicle fuel needs

1. Contractor must provide option for vehicles returned when fuel tank level is less than the fuel tank level noted at time of pick up; and
2. Identify fueling option costs on Form B/Cost Sheet.

O. DRIVER'S PROPERTY IN THE RENTAL VEHICLE

The Contractor is not responsible for loss of or damage to any driver's personal property in or on the third party short-term rental vehicle, in any service vehicle, on the Contractor's premises, or received or handled by the Contractor.

P. ROADSIDE ASSISTANCE REQUIREMENTS

Provide roadside assistance coverage;

1. The Contractor shall provide their roadside assistance coverage specifications and list any associated fees;
2. All roadside assistance coverage as a result of third party short-term rental vehicle mechanical breakdown will be at no cost to the driver and TSB for each third party short-term rental vehicle;
3. At time of rental, the Contractor shall provide a nation-wide, toll-free, roadside assistance number 24-hours a day, 365 days a year at a number established by the Contractor;
4. The Contractor's roadside assistance department shall work with the driver(s) to ensure the proper solution is found in a timely manner by utilizing a Contractor local rental office, manufacturer's programs, dealer networks, or other vendors;
5. The Contractor shall provide instructions for reporting accidents and any other roadside problems in the standard rental form, which is provided to the driver(s) at the counter; and
6. If experiencing any operating problems, the driver(s) may choose to return the third party short-term rental vehicle to a Contractor branch location at his/her convenience, or request a replacement third party short-term rental vehicle to be brought to a specific location as soon as possible.

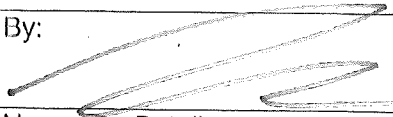

Q. EXCEPTIONAL NEED (EMERGENCY) REQUIREMENTS

The Contractor should include an action plan for providing large numbers of additional third party short-term rental vehicles for the State of Nebraska's use in response to emergency circumstances.

R. DAMAGE WAIVER

The Contractor shall include any associated fees in the rental pricing provided on Form B Region 1, Form B Region 2 and Form B Region 3.

IN WITNESS WHEREOF, the parties have executed this contract as of the date of execution by both parties below.

State of Nebraska:	Contractor:
By: 	By: 
Name: Bo Botelho	Name: Andrew Feldman
Title: Transportation Services Bureau Administrator	Title: Vice President
Date: 6-6-16	Date: 5/13/2016

Form A**Contractor contact information**

Please provide contact information for the primary point of contact for contract administration, including but not limited to; renewals, amendments, and vendor performance.

Name	
Address	
Telephone	
Fax	
E-mail	

**Form B Region 1
Third party Short Term Rental Vehicle
Cost Sheet**

Firm: _____ Enterprise Rent A Car _____

Vehicle Types	Yes	No	Make/Model	Unit Cost			Damage Waiver	RAP
				Round Trip				
				Half-Day	Daily	Weekly		
Subcompact	X		Chevrolet Spark	\$ 17.50	\$ 34.99	\$ 199.93	Included in rate	Included in rate
Compact	X		Chevrolet Sonic	\$ 18.00	\$ 35.99	\$ 205.43	Included in rate	Included in rate
Intermediate	X		Ford Focus	\$ 18.50	\$ 36.99	\$ 210.93	Included in rate	Included in rate
Standard	X		Dodge Avenger	\$ 20.00	\$ 39.99	\$ 227.43	Included in rate	Included in rate
Full Size	X		Chevrolet Malibu	\$ 20.50	\$ 40.99	\$ 232.93	Included in rate	Included in rate
Standard Sport Utility	X		Chevrolet Traverse	\$ 27.50	\$ 54.99	\$ 309.93	Included in rate	Included in rate
Large Sport Utility	X		Chevrolet Tahoe	\$ 47.50	\$ 94.99	\$ 529.93	Included in rate	Included in rate
Premium Sport Utility	X		Chevrolet Suburban	\$ 52.50	\$ 104.99	\$ 534.93	Included in rate	Included in rate
Minivan, 7-Passenger	X		Chrysler Town and Country	\$ 27.50	\$ 54.99	\$ 309.93	Included in rate	Included in rate
Van, 12-Passenger	X		Chevrolet Express	\$ 47.50	\$ 94.99	\$ 529.93	Included in rate	Included in rate
Optional Vehicle Types	Yes	No	Make/Model	Unit Cost			Damage Waiver	RAP
				Round Trip				
				Half-Day	Daily	Weekly		
Cargo	X		Chevrolet E15C	\$ 27.50	\$ 54.99	\$ 309.93	Included in rate	Included in rate
Heavy Duty Pick Up	X		Chevrolet Silverado HD	\$ 40.00	\$ 79.99	\$ 446.93	Included in rate	Included in rate
Light Duty Pick-Up	X		Chevrolet Silverado	\$ 27.50	\$ 54.99	\$ 309.93	Included in rate	Included in rate

Additional Services (optional)	Description	Unit Cost Region 1	Comments
Roadside Assistance Fee:	Lost Key	\$ 4.99	Roadside Assistance
	Lock Out	\$ 4.99	
	Dead Battery	\$ 4.99	
	Empty Fuel Tank	\$ 4.99	
		\$	
Other:		\$	
		\$	
GPS-OEM (specify manufacturer)	Garmin	\$7.99/day	
Other:		\$	
Fueling	Fuel level is less than the fuel level noted at time of pick up	Fuel price plus 20%	
One-way differential fee greater than 500 miles		.25 mile	
Vehicle Delivery or Return	Outside of vendor branch locations	.25 mile	
Additional Vendor-Provided Services:	Services not addressed in the list above.	\$	

**Form B Region 2
Third party Short Term Rental Vehicle
Cost Sheet**

Vehicle Types	Yes	No	Make/Model	Unit Cost			Damage Waiver	RAP
				Region 2	Round			
				Half-Day	Daily	Weekly		
Subcompact	X		Chevrolet Spark	N/A	\$ 34.99	\$ 199.93	Included in rate	Included in rate
Compact	X		Chevrolet Sonic	N/A	\$ 35.99	\$ 205.43	Included in rate	Included in rate
Intermediate	X		Ford Focus	N/A	\$ 36.99	\$ 210.93	Included in rate	Included in rate
Minivan, 7-Passenger	X		Chrysler Town and Country	N/A	\$ 54.99	\$ 309.93	Included in rate	Included in rate
Standard Sedan	X		Dodge Avenger	N/A	\$ 39.99	\$ 227.43	Included in rate	Included in rate
Full size sedan	X		Chevy Malibu	N/A	\$ 40.99	\$ 232.93	Included in rate	Included in rate
Optional Vehicle Types	Yes	No	Make/Model	Unit Cost			Damage Waiver	RAP
				Region 2	Round			
				Half-Day	Daily	Weekly		
Cargo	X		Chevy	N/A	\$ 54.99	\$ 309.93	Included in rate	Included in rate
Light Duty Pick Up	X		Chevrolet Silverado	N/A	\$ 54.99	\$ 309.93	Included in rate	Included in rate
HD Pick UP	X		Chevy Silverado HD	N/A	\$ 79.99	\$ 446.93	Included in rate	Included in rate
Standard SUV	X		Chevrolet Traverse	N/A	\$ 54.99	\$ 309.93	Included in rate	Included in rate
Large SUV	X		Chevrolet Tahoe	N/A	\$ 94.99	\$ 529.93	Included in rate	Included in rate
Premium SUV	X		Chevrolet Suburban	N/A	\$ 104.99	\$ 534.93	Included in rate	Included in rate

Additional Services (optional)	Description	Unit Cost Region 2	Comments
Roadside Assistance Fee:	Lost Key	\$ 4.99	Program is called RAP
	Lock Out	\$ 4.99	
	Dead Battery	\$ 4.99	
	Empty Fuel Tank	\$ 4.99	
Other:		\$	
GPS-OEM (specify manufacturer)		\$7.99/day	
Other:		\$	
Fueling	Fuel level is less than the fuel level noted at time of pick up	Fuel price plus 20%	
One-way differential fee greater than 500 miles		.25 mile	
Vehicle Delivery or Return	Outside of vendor branch locations	.25 mile	
Additional Vendor-Provided Services:	Services not addressed in the list above.	\$	
		\$	

**Form B Region 3
Third party Short Term Rental Vehicle
Cost Sheet**

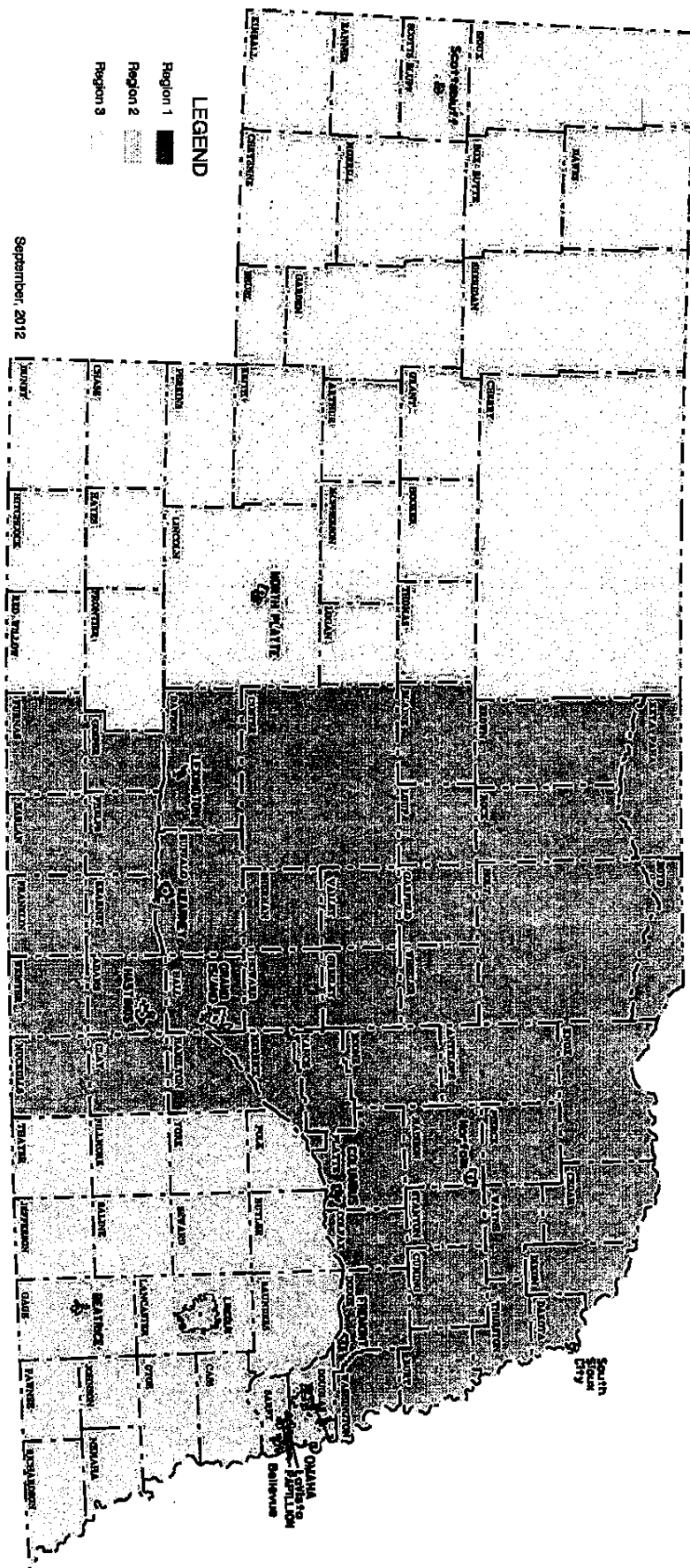
Vehicle Types	Yes	No	Make/Model	Unit Cost			Damage Waiver	RAP
				Region 3 Half-Day	Daily	Round Trip Weekly		
Subcompact			Chevrolet Spark	N/A	\$ 34.99	\$ 199.93	Included in rate	Included in rate
Compact			Chevrolet Sonic	N/A	\$ 35.99	\$ 205.43	Included in rate	Included in rate
Intermediate			Ford Focus	N/A	\$ 36.99	\$ 210.93	Included in rate	Included in rate
Minivan, 7-Passenger			Chrysler Town and Country	N/A	\$ 54.99	\$ 309.93	Included in rate	Included in rate
Standard Sedan			Dodge Avenger	N/A	\$ 39.99	\$ 227.43	Included in rate	Included in rate
Full size sedan	X		Chevy Malibu	N/A	\$ 40.99	\$ 232.93	Included in rate	Included in rate
Optional Vehicle Types	Yes	No	Make/Model	Unit Cost			Damage Waiver	RAP
				Region 3 Half-Day	Daily	Round Weekly		
Cargo	X		Chevy	N/A	\$ 54.99	\$ 309.93	Included in rate	Included in rate
Light Duty Pick Up	X		Chevrolet Silverado	N/A	\$ 54.99	\$ 309.93	Included in rate	Included in rate
HD Pick UP	X		Chevy Silverado HD	N/A	\$ 79.99	\$ 446.93	Included in rate	Included in rate
Standard SUV	X		Chevrolet Traverse	N/A	\$ 54.99	\$ 309.93	Included in rate	Included in rate
Large SUV	X		Chevrolet Tahoe	N/A	\$ 94.99	\$ 529.93	Included in rate	Included in rate
Premium SUV	X		Chevrolet Suburban	N/A	\$ 104.99	\$ 534.93	Included in rate	Included in rate

Additional Services (optional)	Description	Unit Cost Region 3	Comments
Roadside Assistance Fee:	Lost Key	\$ 4.99	RAP Definition in RAP
	Lock Out	\$ 4.99	
	Dead Battery	\$ 4.99	
	Empty Fuel Tank	\$ 4.99	
		\$	
Other:		\$	
		\$	
GPS-OEM (specify manufacturer)		\$7.99/day	
Other:		\$	
Fueling	Fuel level is less than the fuel level noted at time of pick up	Fuel price plus 20%	
One-way differential fee greater than 500 miles		.25 mile	
Vehicle Delivery or Return	Outside of vendor branch locations	.25 mile	
Additional Vendor-Provided Services:	Services not addressed in the list above.	\$	
		\$	

Form B Roadside Assistance Definition
Roadside Assistance (RAP)

ENTERPRISE OFFERS ROADSIDE ASSISTANCE PROTECTION AT SELECT LOCATIONS. RAP ALLOWS ENTERPRISE CUSTOMERS TO WAIVE FINANCIAL RESPONSIBILITY FOR CHARGEABLE ROADSIDE INCIDENTS SUCH AS LOST KEYS, LOCKOUTS, AND FUEL OUTAGES. RAP CAN BE ADDED FOR 4.99 US OR CANADIAN DOLLARS PER DAY. ROADSIDE ASSISTANCE PROTECTION OFFERS THESE SERVICES, FLAT TIRE, JUMP START, LOCKOUT SERVICE, FUEL DELIVERY, AND KEY REPLACEMENT. NOTE- IN NY, CA, NV, AND KS THE COST OF THE KEY WILL NOT BE COVERED, ONLY THE SERVICE TO DELIVER THE KEY OR PERFORM THE LOCKOUT SERVICE. ROADSIDE ASSISTANCE PROTECTION IS VOID AND OF NO EFFECT IF, AT THE TIME OF THE INCIDENT NECESSITATING ROADSIDE ASSISTANCE, YOU OR ANY AUTHORIZED DRIVER WERE IN VIOLATION OF THE RENTAL AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE PROHIBITED USES AND VIOLATIONS SET FORTH THEREIN. IN SUCH CASES, ROADSIDE ASSISTANCE WILL BE AVAILABLE, BUT STANDARD CHARGES MAY APPLY.

FORM C - NEBRASKA REGIONS MAP



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 PUPOSES 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 Agreement 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.

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 Agreement, 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 agreement and for a period of two years thereafter for services completed during the term of the agreement.

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 Agreement 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 Agreement/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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/30/2018

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

PRODUCER Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101		CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:		FAX (A/C, No):	
CN101321765-STND-GAW-17-18 629W EHI NoC		INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED Enterprise Holdings, Inc. and its subsidiaries 600 Corporate Park Drive St. Louis, MO 63105		INSURER A : The Travelers Indemnity Company of Connecticut			25682
		INSURER B : Travelers Property Casualty Company of America			25674
		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES CERTIFICATE NUMBER: CHI-009012912-03 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Fire Damage (Any One Fire) GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HC2E-GLSA-474M7351-TCT-17	09/01/2017	09/01/2018	EACH OCCURRENCE	\$ 3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 3,000,000
							GENERAL AGGREGATE	\$ 15,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SIR 2,000,000 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			HE-EAP-474M7302-TCT-17	09/01/2017	09/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 3,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			HRJ-UB-474M7062-17 (WI)	09/01/2017	09/01/2018	<input checked="" type="checkbox"/> PER STATUTE	
B	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A			HWXJ-UB-474M7074-17 (OH XS WC)	09/01/2017	09/01/2018	E.L. EACH ACCIDENT	\$ 1,000,000
B				HC2J-UB-474M7050-17 (ALL OTHER STATES) *SEE ATTACHED*	09/01/2017	09/01/2018	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: GPBR: 629W, Address: 7505 L St., Ralston, NE 68127.

Certificate Holder is added as an additional insured (except Workers Compensation) where required by written contract. Auto coverage insures any Auto owned or leased by the named insured while operated by employees of the named insured. No coverage provided to renters under this policy. Waiver of Subrogation is applicable where required by written contract.

CERTIFICATE HOLDER City of Lincoln, Lancaster County Attn: Lori Irons 555 S. 10th Street Lincoln, NE 68508	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Enterprise Holdings, Inc. and its subsidiaries 600 Corporate Park Drive St. Louis, MO 63105	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation coverage for employees in Puerto Rico and in the States of North Dakota, Washington and Wyoming is provided through the Monopolistic State programs. Workers Compensation coverage for employees in Ohio is self-insured. Workers Compensation policy# HC2J-UB-474M7050-17 provides Employers Liability for all States with the exception of Wisconsin. Policy# HRJ-UB-474M7062-17 provides Employers Liability for Wisconsin.

With regards to The Travelers Indemnity Company of Connecticut General Liability Policy # HC2E-GLSA-474M7351-TCT-17 and Automobile Liability policy # HE-EAP-474M7302-TCT-17: In the event Travelers Indemnity Company of Connecticut (the insurer) cancels the General Liability policy or the Automobile policy prior to the expiration date shown in the Declarations for any reason other than nonpayment of premium, the insurer will provide 30 days advance written notice (10 days in the event the insurer cancels for nonpayment of premium) to the certificate holder.

With regards to the Travelers Property Casualty Co of American AOS WC policy number HC2J-UB-474M7050-17 and WI WC policy number HRJ-UB-474M7062-17: Except for non-payment of premium by Enterprise Holdings, Inc. Travelers Property Casualty Co of America (the insurer) agrees that no cancellation or limitation of this policy shall become effective until 30 day's written notice has been mailed to Enterprise Holdings, Inc. and to the person or organization at the address provided to the insurer.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

EXCESS AUTO LIABILITY COVERAGE PART
EXCESS TRUCKERS LIABILITY COVERAGE PART
EXCESS GARAGE LIABILITY COVERAGE PART

1. **WHO IS AN INSURED** (Section II) is amended to include any person(s) or organization(s) for whom you have agreed in a written contract to provide insurance but only for damages:
 - a. Which are covered by this insurance; and
 - b. Which you have agreed to provide in such contract.
2. The limits of insurance afforded to such person(s) or organization(s) will be:
 - a. The minimum limits of insurance which you agreed to provide, or
 - b. The limits of insurance of this policywhichever is less.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice: 30

WHEN WE DO NOT RENEW (Nonrenewal):

Number of Days Notice:

NAME:

See Endorsement No. 28

ADDRESS:

- A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any

applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

- C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice at least the Number of Days indicated above before the effective date to our action.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

Any person or entity with whom you have agreed in a written contract, executed prior to loss to name as an additional insured, but only for the limits agreed to in such contract or the limits of insurance of this policy, whichever is less.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice of Cancellation: 60

PERSON OR ORGANIZATION:

Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

In the event we cancel the policy prior to the expiration date shown in the Declarations for any reason other than nonpayment of premium

ADDRESS:

The address for that person or organization included in such written request from you to us.

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 R3 (00)

POLICY NUMBER: (HC2JUB-474M705-0-17)

**NOTICE OF CANCELLATION
TO DESIGNATED PERSONS OR ORGANIZATIONS**

The following is added to **PART SIX – CONDITIONS:**

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice
ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:	30

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND

2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

IN THE EVENT WE CANCEL THE POLICY PRIOR TO THE EXPIRATION DATE SHOWN IN THE DECLARATIONS FOR ANY REASON OTHER THAN NONPAYMENT



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) -

POLICY NUMBER: (HC2JUB-474M705-0-17)

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 any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER

DATE OF ISSUE: 08-18-17

ST ASSIGN:



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 06 T7 (00)

POLICY NUMBER: (HRJUB-474M706-2-17)

**WISCONSIN – AGREEMENT TO PROVIDE EARLIER NOTICE OF
CANCELLATION OR NONRENEWAL BY US**

We (the insurer named on the Information Page) agree with you (the employer named in Item 1 of the Information Page) to extend the cancellation and nonrenewal notification timeframes required under Wisconsin law. This agreement, which is attached to and made a part of your policy, supersedes the notification requirements found in the Wisconsin Cancellation and Nonrenewal Endorsement WC 48 06 06.

If we cancel or do not renew this policy for any reason other than nonpayment of premium, we will increase the number of days advance notice for cancellation or nonrenewal from the number of days required by applicable law to the number of days shown below:

NUMBER OF DAYS 90