

CONTRACT DOCUMENTS

**LANCASTER COUNTY
NEBRASKA**

**District Court Courtroom Cabling &
A/V Switching Equipment
Bid No. 19-136**

**Midwest Sound & Lighting, Inc.
2322 O Street
Lincoln, NE 68510
(402) 474-4918**

LANCASTER COUNTY, NEBRASKA

CONTRACT TERMS

THIS CONTRACT, made and entered into by and between **Midwest Sound & Lighting, Inc., 2322 O Street, Lincoln, NE 68510**, hereinafter called the Contractor, and Lancaster County, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as the County.

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

District Court Courtroom Cabling & A/V Switching Equipment, Bid No. 19-136

and

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

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

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

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

Agreement to full proposal

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

The County will pay for products/services, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract, for a total of \$73,454.00.

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

4. E-VERIFY: In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. GUARANTEE: A performance and payment bonds in the full amount of the contract shall be required for all construction contracts. These bonds shall remain in effect during the guarantee period as stated in the specifications. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

6a. TERMINATION FOR CAUSE:

- a) The County may terminate the Contract if the Contractor:
 - 1. Refuses or fails to supply enough properly skilled workers or proper materials;
 - 2. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 - 3. Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
 - 4. Otherwise commits a substantial breach of any provision of the Contract Documents.
- b) When any of the above reasons exist, the County without prejudice to any other rights or remedies of the County may (after giving the Contractor and the Contractor's surety, if any, seven days' written notice) terminate employment of the Contractor. In addition the County may (subject to any prior rights of the surety):
 - 1. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 - 2. Accept assignment of subcontracts; and
 - 3. Finish the Work by whatever reasonable method the County may deem expedient.
- c) If the Contract is terminated by County as provided in this section, Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by County.
- d) If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for County staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to County.
- e) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination has been issued for the convenience of the County.
- f) No termination or action taken by County after termination shall prejudice any other rights or remedies of County provided by law or by the Contract Documents upon such termination; and County may proceed against Contractor to recover all losses suffered by County.

6. TERMINATION BY THE COUNTY FOR CONVENIENCE:

- a) The County may at its option, terminate this Contract in whole or in part at any time without cause by written notice thereof to the Contractor.

- b) Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the County shall pay Contractor in accordance with this Paragraph. The provisions of the Contract which by their nature survive final acceptance of the Work, shall remain in full force and effect after such termination to the extent provided in such provisions.
 - c) Upon receipt of any such notice of termination, the Contractor shall, unless the Notice directs otherwise, immediately:
 - 1. Discontinue the Work to the extent specified by the County;
 - 2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of that portion of the Work, if any, the County has directed not to be discontinued;
 - 3. Promptly make every reasonable effort to procure cancellation upon satisfactory terms as determined by the County of all orders and subcontracts not related to that portion of the Work, if any, the County has directed not to be discontinued;
 - 4. Do only such other activity as may be necessary to preserve and protect work already in progress and to protect materials and plants and equipment on the Project Site or in transit thereto.
 - d) Upon such termination, the obligations of the Contract shall continue as to portions of the Work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
 - e) Upon termination, the County shall pay the Contractor the full cost of all Work properly done by the Contractor to the date of termination not previously paid for by the County. If at the date of such termination the Contractor has properly prepared or fabricated off site any goods for subsequent incorporation in the Work, the County may direct the Contractor to deliver such goods to the Site or to such other place as the County may reasonably determine, whereupon the County shall pay to the Contractor the cost for such goods and materials.
 - f) Upon such termination, County shall pay to Contractor the sum of the following:
 - 1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
 - 2. Previously unpaid costs of any items delivered to the Project site which were fabricated for subsequent incorporation in the Work.
 - 3. Any proven losses with respect to materials and equipment directly resulting from such termination.
 - 4. Reasonable demobilization costs.
 - g) The above payment shall be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by County pursuant to this provision; and Contractor will be entitled to no other compensation or damages and expressly waives same.
7. **INDEPENDENT CONTRACTOR:** It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
8. **PERIOD OF PERFORMANCE:** The work included in this Contract shall begin as soon as possible from date of executed contract. Final completion shall be December 30, 2019 or sooner.
9. **ASSIGNMENT:** Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the County.

10. The Contract Documents comprise the Contract, and consist of the following:

1. Contract Terms
2. Accepted Proposal
3. General Specifications
4. Addendums 1-3
5. Revised Courtroom Technology Drawing
6. Instructions to Bidders
7. Insurance Requirements
8. Employee Classification Act Requirements
9. Employee Classification Act Affidavit
10. Sales Tax Exemption Forms 13 & 17
11. Notice to Bidders

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

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

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

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

Vendor Signature Page
Lancaster County Signature Page

Vendor Signature Page

CONTRACT
District Court Courtroom Cabling & A/V Switching Equipment
Bid No. 19-136
Lancaster County
Midwest Sound & Lighting, Inc.

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

James C. Pruet Seal
Secretary

Midwest Sound Lighting, Inc.
Name of Corporation
7377 O St.
Address
By: James C. Pruet
Duly Authorized Official
Secy/Treas.
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address
By: _____
Member
By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

Lancaster County Signature Page

CONTRACT
District Court Courtroom Cabling & A/V Switching Equipment
Bid No. 19-136
Lancaster County
Midwest Sound & Lighting, Inc.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

COMMENTARY TO ACCOMPANY CONSTRUCTION BONDS

A. GENERAL INFORMATION

There are two types of construction bonds that are required by statutes for public work in many jurisdictions and are widely used for other projects as well.

Construction Performance Bond
Construction Payment Bond

The Construction Performance Bond is an instrument that is used to assure the availability of funds to complete the construction.

The Construction Payment Bond is an instrument that is used to assure the availability of sufficient funds to pay for labor, materials and equipment used in the construction. For public work the Construction Payment Bond provides rights of recovery for workers and suppliers similar to their rights under the mechanics lien laws applying to private work.

The objective underlying the re-writing of construction bond forms was to make them more understandable to provide guidance to users. The intention was to define the rights and responsibilities of the parties, without changing the traditional rights and responsibilities that have been decided by the courts. The new bond forms provide helpful guidance regarding time periods for various notices and actions and clarify the extent of available remedies.

The concept of pre-default meeting has been incorporated into the Construction Performance Bond. All of the participants favored early and informal resolution of the problems that may precipitate a default, but some Surety companies were reluctant to participate in pre-default settings absent specific authorization in the bond form.

The responsibilities of the Owner and the options available to the Surety when a default occurs are set forth in the Construction Performance Bond. Procedures for making a claim under the Construction Payment Bond are set forth in the form.

EJCDC recommends the use of two separate bonds rather than a combined form. Normally the amount of each bond is 100 percent of the contract amount. The bonds have different purposes and are separate and distinct obligations of the Surety. The Surety Association reports that the usual practice is to charge a single premium for both bonds and there is no reduction in premium for using a combined form or for issuing one bond without the other.

B. COMPLETING THE FORMS

Bonds have important legal consequences; consultation with an attorney and a bond specialist is encouraged with respect to federal, state and local laws applicable to bonds and with respect to completing or modifying the bond forms.

Both bond forms have a similar format and the information to be filled in is ordinarily the same on both bonds. If modification is necessary, the modifications may be different.

The bond forms are prepared for execution by the Contractor and the Surety. Evidence of authority to bind the Surety is usually provided in the form of a power of attorney designating the agent who is authorized to sign on behalf of the Surety. The power of attorney should be filed with the signed bonds.

Each bond must be executed separately since they cover separate and distinct obligations.

Preferably the bond date should be the same date as the contract, but in no case should the bond date precede the date of the contract.

CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Midwest Sound & Lighting, Inc.
2322 O Street
Lincoln, NE 68510

SURETY (Name and Principal Place of Business):

Nationwide Mutual Insurance Company
1100 Locust St., Dept. 2006
Des Moines, IA 50391-2006

Owner (Name and Address):

Lancaster County
555 South 10th St.
Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date:
Amount: \$73,454.00

Description (Name and Location):

For all labor, material and equipment necessary for District Court Courtroom Cabling & A/V Switching Equipment, Bid No.19-136

BOND

Date: May 29, 2019
Amount: \$73,454.00
Modifications to this Bond Form: None

CONTRACTOR AS PRINCIPAL
Company:

(Corp. Seal)

SURETY
Company:

(Corp. Seal)

Midwest Sound & Lighting, Inc.
2322 O Street
Lincoln, NE 68510

Nationwide Mutual Insurance Company
1100 Locust St., Dept. 2006
Des Moines, IA 50391-2006

Signature:
Name and Title:

Signature:
Name and Title:

Andrew P Andersen, Attorney-in-fact

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Sub-paragraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract, or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors: or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount is determined tender payment therefor to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related sub-contracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Midwest Sound & Lighting, Inc.
2322 O Street
Lincoln, NE 68510

SURETY (Name and Principal Place
Of Business):

Nationwide Mutual Insurance Company
1100 Locust St., Dept. 2006
Des Moines, IA 50391-2006

Owner (Name and Address):

Lancaster County
555 South 10th St.
Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date:
Amount: \$73,454.00

Description (Name and Location):

**For all labor, material and equipment necessary for District Court Courtroom Cabling & A/V Switching
Equipment, Bid No.19-136**

BOND

Date: May 29, 2019
Amount: \$73,454.00


Modifications to this Bond Form: None

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Midwest Sound & Lighting, Inc.
2322 O Street
Lincoln, NE 68510

Signature:
Name and Title:



SURETY

Company: (Corp. Seal)

Nationwide Mutual Insurance Company
1100 Locust St., Dept. 2006
Des Moines, IA 50391-2006

Signature:
Name and Title:



Andrew P Andersen, Attorney-in-fact

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who do not have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof to the Owner, stating that a claim is being made under this Bond and with substantial accuracy the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed, and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond.

By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suite or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.1 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Farmland Mutual Insurance Company, an Iowa corporation
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

JEFFREY CRAIG GREENWALD
KATE R. GREENWALD

ROHN PAUL LOYD

ANDREW P. ANDERSEN

LINCOLN NE

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS

\$ 1,500,000.00

and to bind the Company thereby, as fully and to the same extent as if such Instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 13th day of February, 2014.

Terrance Williams, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and **Vice President** of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company

ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss

On this 13th day of February, 2014, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

Sandy Alitz
Notarial Seal - Iowa
Commission Number 152785
My Commission Expires March, 24, 2017

Notary Public
My Commission Expires
March 24, 2017

CERTIFICATE

I, Robert W Horner III, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seals of said Companies this 29th day of May, 2019.

Secretary

This Power of Attorney Expires 12/29/19

Certified Statement Pursuant to Neb. Rev. Stat. § 77-1323

§ 77-1323 Every person, partnership, limited liability company, association, or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall furnish a certified statement to be attached to the contract that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

Pursuant to Neb. Rev. Stat. § 77-1323, I, James C. Knuth, do hereby certify that all equipment to be used on Bid No. _____, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in Lancaster County, Nebraska.

DATED this 30th day of May, 2019.

By: James C. Knuth
Title: Secy / Treas.

STATE OF NEBRASKA)
)ss.
COUNTY OF Lancaster)

On 05/30, 2019, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came James C Knuth, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

Lisa A. Margarita Notary Public
(SEAL) State of Nebraska - General Notary
LISAK A MARGARITA
My Commission Expires
August 19, 2019

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

For the purposes of complying with THE NEBRASKA EMPLOYEE CLASSIFICATION ACT, Nebraska Revised Statutes 48-2901 to 48-2912,

I, James C. Knuth herein below known as the Contractor, state under oath and swear as follows:

- 1. Each individual performing services for the Contractor is properly classified under the Employee Classification Act.
- 2. The Contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services.
- 3. The Contractor has complied with Neb. Rev. Stat. 4-114.
- 4. The Contractor has no reasonable basis to believe that any individual performing services for the Contractor is an undocumented worker.
- 5. The Contractor is not barred from contracting with the state or any political subdivision pursuant to Neb. Rev. Stat. 48-2912 of this Act.
- 6. As the Contractor, I understand that pursuant to the Employee Classification Act a violation of the Act by a contractor is grounds for rescission of the contract by Lancaster County. I understand that pursuant to the Act any contractor who knowingly provides a false affidavit may be subject to criminal penalties and upon a second or subsequent violation shall be barred from contracting with Lancaster County for a period of three years after the date of discovery of the falsehood.

I hereby affirm and swear that the statements and information provided on this affidavit are true, complete and accurate. The undersigned person does hereby agree and represent that he or she is legally capable to sign this affidavit and to lawfully bind the Contractor to this affidavit.

PRINT NAME: James C. Knuth
(First, Middle, Last)

SIGNATURE: [Handwritten Signature]

TITLE: Secy / Treas.

State of Nebraska)
) ss.
County of Lancaster)

30th This affidavit was signed and sworn to before me, the undersigned Notary Public, on this day of May, 2019

[Handwritten Signature]
Notary Public

State of Nebraska - General Notary
LISAK A MARGARITA
My Commission Expires
August 19, 2019

LANCASTER COUNTY

Employee Classification Act Requirements

WHEREAS, there is concern over the inappropriate competitive advantages in the public bidding process for local publicly funded construction and delivery service contracts resulting from the misclassification of individuals performing construction labor services as “independent contractors” rather than “employees”; such “independent contractors” are commonly referred to as “1099 workers” due to the IRS form they receive rather than a W-4 which an employee receives;

WHEREAS, this misclassification of such individuals as “independent contractors” rather than as “employees” eliminates any obligation to pay these individuals legally required minimum or overtime wages, to provide legally required workers’ compensation insurance, to make unemployment insurance payments, to pay legally required employment and payroll taxes, and to provide any other health, pension, or benefit such individuals would typically receive if properly classified as employees;

WHEREAS, this misclassification of individuals performing construction labor services for the contractor as “independent contractors” rather than “employees” is a violation of federal and state law, but is difficult to enforce once public construction or delivery service contracts have been bid, awarded, and entered into;

WHEREAS, the use of public funds to compensate contractors who unlawfully avoid their obligation to pay legally required minimum or overtime wages, to provide legally required workers’ compensation insurance, to make unemployment insurance payments, to pay legally required employment and payroll taxes, and to provide any other health, pension, or benefit is not in the public interest; and

WHEREAS, the Employee Classification Act, Neb. Rev. Stat. §§ 48-2901 to 48-2912 (effective July 15, 2010) provides that any contract entered into between a political subdivision and a contractor shall require that each contractor who performs construction or delivery service pursuant to the contract submit to the political subdivision an affidavit attesting that (1) each individual performing services for such contractor is properly classified under the Employee Classification Act, (2) such contractor has completed a federal I-9 immigration form and has

such form on file for each employee performing service, (3) such contractor has complied with Neb. Rev. Stat. § 4-114 requirements that the contractor register and use a federal immigration employment verification system to determine the work eligibility status of new employees physically performing services in the State of Nebraska, (4) such contractor has no reasonable basis to believe that any individual performing services for such contractor is an undocumented worker, and (5) as of the time of the contract, such contractor is not barred from contracting with the state or any political subdivision pursuant to § 48-2912 of the Employee Classification Act.

NOW, THEREFORE, Lancaster County adopts the following policy as to the bid and award of contracts to contractors for construction and delivery services with Lancaster County”

The Purchasing Agent shall immediately include in the County’s notice to bidders for construction contracts that all contractors submitting bids in response to the notice shall affirmatively certify to the Purchasing Agent that all individuals hired to perform construction or delivery labor services for the contractor under the contract shall be properly classified as employees and not as independent contractors if the individual does not meet the requirements of an independent contractor under federal and state law (including the requirements of the State of Nebraska Employee Classification Act), and that the contractor will comply with all legal obligations with respect to these employees (including, but not limited to, minimum and overtime pay, workers’ compensation, unemployment compensation, and payment of federal and state payroll taxes). The notice to bidders shall further provide that contractors may use affidavits required pursuant to the Employee Classification Act for this purpose, but that a failure to make the affirmative certification to the Purchasing Agent shall render the bidder ineligible for award of the contract.

The Purchasing Agent shall immediately include the following provisions in contracts for construction or delivery services:

(1) Contractor agrees that each individual performing services for the contractor shall be properly classified as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska’s Employee Classification Act and that contractor shall comply with all legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers’ compensation, unemployment compensation, and payment of federal and state payroll taxes).

(2) Contractor understands and agrees that failure to classify each individual hired to

perform services under the contract as an employee rather than as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or failure to comply with legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes) shall be considered a breach of the contract and is a ground for rescission of the Contract by the County.

(3) Contractor additionally agrees to include the following provision in each subcontract entered into with a subcontractor as part of the contractor's contract with the County:

(a) Subcontractor agrees that each individual performing services for the subcontractor shall be properly classified as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and that subcontractor shall comply with all legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes).

(b) Subcontractor understands and agrees that subcontractor's failure to properly classify individuals hired to perform services under the subcontract as employees and not as independent contractors if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or failure to comply with legal obligation with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes) shall be considered a breach of the contract and is a ground for rescission of the subcontract with the contractor.

(4) Contractor agrees that if subcontractor fails to or is suspected of failing to properly classify each individual hired pursuant to the subcontract as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or fails to comply with legal obligations with respect to the subcontractor's employees, the contractor shall take appropriate corrective action including, but not limited to, reporting the suspected violation of

the State of Nebraska Employee Classification Act to the Nebraska Department of Labor or rescission of the subcontract by the contractor. Written notification of the corrective action shall be submitted to the Lincoln-Lancaster County Purchasing Department. Contractor understands and agrees that contractor's failure to take appropriate corrective action shall be considered a breach of the contractor's contract with the County and is a ground for rescission of the contract by the County.

(5) The County shall notify the Nebraska Department of Labor of any contractor or subcontractor it has determined is in breach of contract due to the terms of this order.

(6) Any contractor or subcontractor who shall have been determined by the Nebraska Department of Labor to have knowingly provided a false affidavit to the County under the State of Nebraska's Employee Classification Act shall be referred to the Purchasing Agent of the County who shall determine whether to declare such contractor or subcontractor an irresponsible bidder who shall be disqualified from receiving any business from the County for a stated period of time.

(7) This policy does not prohibit a contractor or subcontractor from hiring individuals to perform construction labor services as independent contractors, provided that the contractor's or subcontractor's use of such individuals as an independent contractor complies with the criteria found in subdivision 5 of Neb. Rev. Stat. § 48-604 and is otherwise valid under federal and state law and is not intended to circumvent lawful obligations under federal and state law or county contractual requirements.



19 – 136 Addendum 3

Midwest Sound & Lighting, Inc.

Supplier Response

Event Information

Number: 19 – 136 Addendum 3
Title: District Court Courtroom Cabling & A/V Switching Equipment (rebid)
Type: Notice to Bidders
Issue Date: 4/19/2019
Deadline: 5/10/2019 12:00 PM (CT)
Notes: IF YOU HAVE QUESTIONS REGARDING THIS BID, PLEASE CALL 402-441-8103. **THE PREBID DATE IS APRIL 30 AT 12:00PM.**

Contact Information

Contact: Robert Walla Purchasing Agent
Address: Purchasing
440 S. 8th St.
Suite 200
Lincoln, NE 68508
Phone: 1 (402) 441-8309
Fax: 1 (402) 441-6513
Email: rwalla@lincoln.ne.gov

Midwest Sound & Lighting, Inc. Information

Contact: Matt Davis
Address: 2322 O Street
Lincoln, NE 68510
Phone: (402) 474-4918
Fax: (402) 474-5874
Toll Free: (800) 617-4298
Email: mattd@mwsound.com

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

Matt Davis

Signature

Submitted at 5/9/2019 10:55:18 PM

mattd@mwsound.com

Email

Response Attachments

MSL Client Reference List for Bid 19-136 5-8-19.pdf

Client Reference List

MSL Bid Bond for Bid 19-136 5-8-19.pdf

Bid Bond

MSL Equipment List for Bid 19-136 5-8-19.pdf

Equipment List

MSL Spec Sheets for Bid 19-136 5-8-19.pdf

Equipment Specification Sheets

Bid Attributes

1 Bid Documents

I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.

Yes

2 Equipment Information

I have included the equipment list with the Brand and Model of all equipment to be placed in each courtroom on a company quote sheet or company letterhead and attached it to the Response Attachment section of my Ebid response.

YES

3 Project Completion

I acknowledge and accept that my bid is applicable to a completion date of December 30, 2019 or sooner: YES or NO

If NO, Provide the date when work will be completed.

YES, PENDING ROOM AVAILABILITY

4	<p>Instructions to Bidders</p> <p>I acknowledge reading and understanding the Instructions to Bidders.</p> <p><input type="text" value="Yes"/></p>
5	<p>Specifications</p> <p>I acknowledge reading and understanding the specifications.</p> <p><input type="text" value="Yes"/></p>
6	<p>Purchase Order, Contract and Delivery Contact</p> <p>The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the contract to be awarded.</p> <p><input type="text" value="MATT DAVIS, MATTD@MWSOUND.COM, 402-474-4918"/></p>
7	<p>Sample Contract</p> <p>I acknowledge reading and understanding the sample contract.</p> <p><input type="text" value="Yes"/></p>
8	<p>Contact</p> <p>Name of person submitting this bid:</p> <p><input type="text" value="MATT DAVIS"/></p>
9	<p>Electronic Signature</p> <p>Please check here for your electronic signature.</p> <p><input type="text" value="Yes"/></p>
10	<p>Performance/Payment Bonds</p> <p>I acknowledge that a Performance Bond and a Payment Bond each in the amount of 100% of the Contract amount will be required with the signed contract upon award of this job.</p> <p><input type="text" value="Yes"/></p>
11	<p>Bid Bond Submission - County</p> <p>I acknowledge and understand that my bid will not be considered unless a bid bond or certified check in the sum of five percent (5%) of the total amount of the bid is made payable to the order of the Lancaster County Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response or faxed to the Purchasing Office (402)441-6513. The original bond/check must then be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.</p> <p>YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT!</p> <p><input type="text" value="I have scanned and attached my bid bond."/></p>
12	<p>References</p> <p>I have attached my References on Company letterhead to the Response Attachment section of this bid.</p> <p><input type="text" value="Yes"/></p>

1
3 **Employee Class Act Affidavit**

I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.

Yes

1
4 **Tax Exempt Certification Forms**

Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)

Yes

1
5 **Bid Award**

a) I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission.
Do you agree and understand? Yes/No _____

b) Is your pricing based on all-or-nothing basis, please indicate is so. Yes/No _____

A-YES, B-YES

1
6 **U.S. Citizenship Attestation**

Is your company legally considered an Individual or Sole Proprietor: YES or NO

As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at:
<http://www.sos.ne.gov/business/notary/citizenforminfo.html>

All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.

If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.

NO

1 7	<p>Insurance Requirements and Endorsements</p> <p>Vendor agrees to provide insurance coverage for each checked box on the Insurance Clause document in the Bid Attachments including the submission of the Certificate of ACORD and the applicable endorsements.</p> <p>Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.</p> <p>Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.</p> <p><input type="text" value="Yes"/></p>
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1 8	<p>Agreement to Addendum No. 1</p> <p>Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.</p> <p><input type="text" value="Yes"/></p>
----------------	---

1 9	<p>Agreement to Addendum No. 2</p> <p>Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: ELECTRONIC ADDENDUM (NO DOCUMENTS ADDED)- THE PREBID DATE IS APRIL 30 AT 12:00PM. THERE WERE CONFLICTING DATES ON THE EBID SITE.</p> <p><input type="text" value="Yes"/></p>
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2 0	<p>Agreement to Addendum No. 3</p> <p>Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.</p> <p><input type="text" value="Yes"/></p>
----------------	---

Bid Lines

1	<p>Cabling & A/V Switching Equipment and Installation---Courtroom 30</p> <p>Quantity: <u> 1 </u> UOM: <u> Lump Sum </u> Unit Price: <input type="text" value="\$10,097.00"/> Total: <input type="text" value="\$10,097.00"/></p> <p>Item Notes: Lump sum price must include all labor, materials, overhead, and profit for supply and installation of all equipment specified.</p>
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2	<p>Cabling & A/V Switching Equipment and Installation---Courtroom 31</p> <p>Quantity: <u> 1 </u> UOM: <u> Lump Sum </u> Unit Price: <input type="text" value="\$9,051.00"/> Total: <input type="text" value="\$9,051.00"/></p> <p>Item Notes: Lump sum price must include all labor, materials, overhead, and profit for supply and installation of all equipment specified.</p>
----------	---

3	<p>Cabling & A/V Switching Equipment and Installation---Courtroom 32</p> <p>Quantity: <u> 1 </u> UOM: <u> Lump Sum </u> Unit Price: <input type="text" value="\$9,051.00"/> Total: <input type="text" value="\$9,051.00"/></p> <p>Item Notes: Lump sum price must include all labor, materials, overhead, and profit for supply and installation of all equipment specified.</p>
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4	<p>Cabling & A/V Switching Equipment and Installation---Courtroom 33</p> <p>Quantity: <u> 1 </u> UOM: <u> Lump Sum </u> Unit Price: <input type="text" value="\$9,051.00"/> Total: <input type="text" value="\$9,051.00"/></p> <p>Item Notes: Lump sum price must include all labor, materials, overhead, and profit for supply and installation of all equipment specified.</p>
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5	Cabling & A/V Switching Equipment and Installation---Courtroom 34
Quantity: <u> 1 </u> UOM: <u>Lump Sum</u>	Unit Price: <input type="text" value="\$9,051.00"/> Total: <input type="text" value="\$9,051.00"/>
Item Notes: Lump sum price must include all labor, materials, overhead, and profit for supply and installation of all equipment specified.	

6	Cabling & A/V Switching Equipment and Installation---Courtroom 35
Quantity: <u> 1 </u> UOM: <u>Lump Sum</u>	Unit Price: <input type="text" value="\$9,051.00"/> Total: <input type="text" value="\$9,051.00"/>
Item Notes: Lump sum price must include all labor, materials, overhead, and profit for supply and installation of all equipment specified.	

7	Cabling & A/V Switching Equipment and Installation---Courtroom 36
Quantity: <u> 1 </u> UOM: <u>Lump Sum</u>	Unit Price: <input type="text" value="\$9,051.00"/> Total: <input type="text" value="\$9,051.00"/>
Item Notes: Lump sum price must include all labor, materials, overhead, and profit for supply and installation of all equipment specified.	

8	Cabling & A/V Switching Equipment and Installation---Courtroom 37
Quantity: <u> 1 </u> UOM: <u>Lump Sum</u>	Unit Price: <input type="text" value="\$9,051.00"/> Total: <input type="text" value="\$9,051.00"/>
Item Notes: Lump sum price must include all labor, materials, overhead, and profit for supply and installation of all equipment specified.	

Response Total: \$73,454.00



4318 S. 50th Street
 Omaha, NE 68117
 Phone: (402) 731-6268
 Fax: (402) 731-9766
 Toll Free: (800) 981-9521
 www.mwsound.com

2322 O. Street
 Lincoln, NE 68510
 Phone: (402) 474-4918
 Fax: (402) 474-5874
 Toll Free: (800) 617-4298
 info@mwsound.com

Client City of Lincoln/Lancaster County - Hall of Justice	Contact Name Jared Gavin	Date May 8, 2019
Address 575 S. 10th Street	Phone 402-441-7291	Fax
City, State, Zip Lincoln, NE 68508	Email jgavin@lancaster.ne.gov	
Submitted By Matt Davis	Customer No. LANCOU	Proposal No. 1539

Equipment List - District Courtroom Cabling & A/V Switching Equipment - Bid No. 19-136

Courtrooms 30, 31, 32, 33, 34, 35, 36, 37

<u>Qty.</u>	<u>Manufacturer</u>	<u>Description</u>
8	Extron DTP HD DA8 4K 230	8-Output DTP Distribution Amplifier
57	Extron DTP HDMI 4K 230 Rx	DTP Receiver for HDMI
16	Extron DTP R HWP 4K 231 D	DTP Decora Wall Plate Receiver for HDMI
9	Extron DTP HDMI 4K 230 Tx	DTP Transmitter for HDMI
17	Binary B4-HD-1	1-Meter HDMI Cable
33	Binary B4-HD-2	2-Meter HDMI Cable
32	Binary B4-HD-3	3-Meter HDMI Cable
8	Binary B4-HD-5	5-Meter HDMI Cable
1 Lot	West-Penn 254246AFBK	Plenum-Rated Shielded Cat-6A Twisted-Pair Cable
1 Lot	West-Penn CN-MFP8	Shielded Cat-6A RJ45 Plug
	<ul style="list-style-type: none"> • Installation Hardware, Cabling, Connectors • Professional Installation by NICET and/or CTS Certified Personnel • System Alignment, Tuning, and End-User Training • System Documentation Including CAD Drawings 	

Notes:

- Rack-mount equipment will be installed in existing equipment rack.
- Existing video conference codec will be reused.
- Owner to provide new displays where applicable for HDMI compatibility.
- New cabling to video conference control tablet is not required or included.
- Does not include HDMI A/B switch for judge's local PC monitor (if applicable)

When considering audio, video or lighting solutions, look for these logos to be assured that you are discussing your problems with a qualified professional certified to know what they are talking about. Midwest Sound & Lighting employs certified personnel to insure your satisfaction.



DTP HD DA 4K 230

FOUR AND EIGHT OUTPUT DTP DISTRIBUTION AMPLIFIERS

DTP
SYSTEMS

4K UHD



DTP HD DA4 4K 230



DTP HD DA8 4K 230

The Extron DTP HD DA4 4K 230 and DTP HD DA8 4K 230 provide signal extension and distribution to four or eight Extron DTP™-enabled products, sending HDMI, audio, and control up to 230 feet (70 meters) over shielded CATx cable. Both HDCP-compliant DTP distribution amplifiers include several integrator-friendly features that streamline installation and enable the reliable distribution of an HDMI source signal to multiple destinations within DTP Systems.

- ▶ Distributes HDMI plus control and analog audio up to 230 feet (70 meters) over shielded CATx cable
- ▶ Supports computer and video resolutions up to 4K, including 1080p/60 Deep Color
- ▶ Extron XTP DTP 24 shielded twisted pair cable is strongly recommended for optimal performance
- ▶ DTP™ outputs are compatible with HDBaseT-enabled devices
- ▶ HDMI input loop-through
- ▶ Audio input with loop-through accepts additional analog stereo audio signals
- ▶ Remote powering of DTP receivers
- ▶ RS-232 insertion from the Ethernet control port
- ▶ Bidirectional RS-232 and IR pass-through for AV device control
- ▶ Supported HDMI specification features include data rates up to 10.2 Gbps, Deep Color up to 12-bit, 3D, and HD lossless audio formats
- ▶ Key Minder®
- ▶ EDID Minder®
- ▶ Output muting control
- ▶ Compatible with all DTP 230 Series receivers and DTP-enabled products
- ▶ Rack-mountable 1U, full rack width metal enclosure



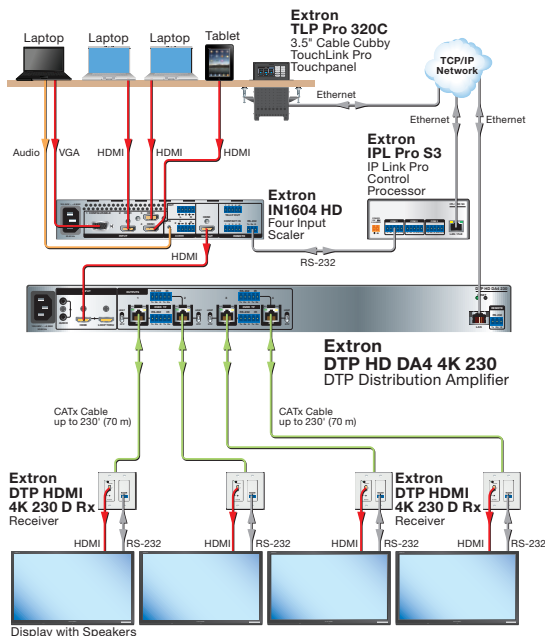
Extron Electronics
INTERFACING, SWITCHING AND CONTROL

DESCRIPTION

The Extron **DTP HD DA4 4K 230** and **DTP HD DA8 4K 230** are distribution amplifiers that provide one HDMI input with loop-through, and either four or eight DTP outputs. Each twisted pair output sends HDMI, audio, and control up to 230 feet (70 meters) over shielded CATx cable to Extron DTP-enabled products. The DTP HD DA 4K 230 accepts analog stereo audio signals for simultaneous transmission over the same shielded CATx cable. It supports video signals at resolutions up to 4K, including 1080p/60 Deep Color. The DTP HD DA 4K 230 offers bidirectional RS-232 and IR pass-through at each DTP output, plus system level RS-232 control of AV devices via Ethernet insertion. It features remote powering of DTP receivers, EDID Minder, Key Minder, and selectable output muting.

To enhance and simplify integration, the DTP HD DA 4K 230 includes automatic input cable equalization and automatic color bit depth management. The DTP HD DA 4K 230 also features analog stereo audio loop-through for local audio system and monitoring needs. The DTP outputs can be muted independently via Ethernet or RS-232. Each twisted pair output also offers an HDBaseT output mode for compatibility with HDBaseT-enabled displays. The distribution amplifier is easily controlled via Ethernet, USB, or RS-232. The DTP HD DA 4K 230 can be integrated with Extron switchers, scalars, or other DTP-enabled products to provide multiple, simultaneous outputs for signage and presentation overflow room applications.

APPLICATION DIAGRAM



SPECIFICATIONS

VIDEO		
Maximum data rate	10.2 Gbps (3.4 Gbps per color)	
Resolution range	Up to 2560x1600* @ 60Hz or 4K (4096x2160) @ 30 Hz, UHD (3840x2160) @ 30 Hz, 4K/UHD @ 60 Hz with 4:2:0 chroma subsampling (*Reduced blanking)	
Color bit depth	8, 10, or 12 bits — subject to the maximum data rate limit	
VIDEO INPUT		
Connectors	1 female HDMI type A	
INTERCONNECTION BETWEEN TRANSMITTER AND RECEIVERS		
Connectors	DTP HD DA4 230: 4 female RJ-45 DTP HD DA8 230: 8 female RJ-45	
Signal transmission distance	DTP HD DA4/DA8 230: 1080p @ 60 Hz: Up to 230' (70 m) using shielded twisted pair (STP) cable or XTP DTP 24 cable 2560x1600 @ 60 Hz: Up to 130' (40 m) using STP cable or XTP DTP 24 cable 4K/UHD @ 30 and 60 Hz: Up to 130' (40 m) using STP cable or XTP DTP 24 cable	
Cable requirements	Solid conductor, 24 AWG or better	
Cable recommendations	400 MHz bandwidth STP cable	
NOTE: Extron XTP DTP 24 shielded twisted pair cable is strongly recommended for optimal performance.		
NOTE: Output mode signaling: DTP: HDMI with embedded audio, analog audio, RS-232 and IR, and remote power HDBaseT: HDMI with embedded audio plus RS-232 and IR		
CONTROL/REMOTE		
Serial control port	RS-232, 3.5 mm, 3 pole captive screw connector	
USB control ports	1 front panel female mini USB B	
Ethernet data rate	10/100Base-T, half/full duplex, with autodetect	
COMMUNICATIONS — EXTERNAL DEVICE (RS-232/IR OVER TP)		
Serial control port	RS-232 via (4) or (8) 3.5 mm, 5 pole captive screw connectors (connectors are shared with IR control ports)	
GENERAL		
Power supply	Internal Input: 100-240 VAC, 50-60 Hz	
Enclosure dimensions	DTP HD DA4 230: 1.75" H x 17.5" W x 8.5" D (1U high, full rack wide) (4.4 cm H x 44.4 cm W x 21.6 cm D, depth excludes connectors) DTP HD DA8 230: 1.75" H x 17.5" W x 8.5" D (1U high, full rack wide) (4.4 cm H x 44.4 cm W x 21.6 cm D, depth excludes connectors)	
Regulatory compliance	Safety: CE, c-UL, UL	
Model	Version Description	Part number
DTP HD DA4 4K 230	HDMI to Four Output DTP DA - 230 feet (70 m)	60-1437-01
DTP HD DA8 4K 230	HDMI to Eight Output DTP DA - 230 feet (70 m)	60-1438-01

For complete specifications, please go to www.extron.com
Specifications are subject to change without notice.

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DTP HDMI 4K 230

HDMI TWISTED PAIR EXTENDER

DTP
SYSTEMS

4K UHD

- ▶ Transmits HDMI plus control and analog audio up to 230 feet (70 meters) over a shielded CATx cable
- ▶ Supports computer and video resolutions up to 4K, including 1080p/60 Deep Color
- ▶ Extron XTP DTP 24 shielded twisted pair cable is strongly recommended for optimal performance
- ▶ Bidirectional RS-232 and IR pass-through for AV device control
- ▶ Accepts additional analog stereo audio signals
- ▶ Supported HDMI specification features include data rates up to 10.2 Gbps, Deep Color up to 12-bit, 3D, HD lossless audio formats, and CEC pass-through
- ▶ HDCP compliant
- ▶ Supports EDID and HDCP transmission
- ▶ Remote power capability
- ▶ UL 2043 plenum rated receiver
- ▶ Compatible with all DTP™ 230 Series models and DTP-enabled products
- ▶ 1" (2.5 cm) high, quarter rack width metal enclosures
- ▶ Highly reliable, energy-efficient external universal power supply included with Tx models



DTP HDMI 4K 230 Tx

DTP HDMI 4K 230 Rx

The Extron DTP HDMI 4K 230 extender sends HDMI, analog audio, and bidirectional control signals up to 230 feet (70 meters) over a shielded CATx cable. The HDCP-compliant extender set features a compact enclosure that enables discreet installation in a wide variety of applications.



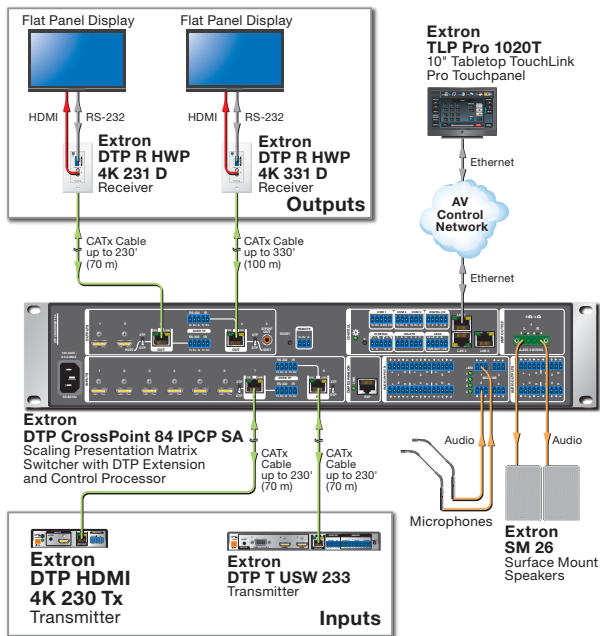
Extron® Electronics
INTERFACING, SWITCHING AND CONTROL

DESCRIPTION

The Extron **DTP HDMI 4K 230** is a transmitter and receiver set for sending HDMI, audio, and bidirectional RS-232 and IR signals up to 230 feet (70 meters) over a shielded CATx cable to Extron DTP™-enabled products. It provides an economical and effective means for extending HDMI with embedded multi-channel audio from HDMI-equipped devices. The DTP HDMI 4K 230 accepts analog stereo audio signals for simultaneous transmission over the same shielded twisted pair cable. It supports video signals at resolutions up to 4K, including 1080p/60 Deep Color. The DTP HDMI 4K 230 enables the reliable transmission of HDMI signals, supporting Deep Color up to 12-bit, CEC pass-through, and embedded HD lossless audio formats. In addition, DDC communication of EDID and HDCP is continuously maintained between a source and display, ensuring direct compatibility and optimal signal transmission between devices.

For installation flexibility, the DTP HDMI 4K 230 transmitter or receiver can be remotely powered over the shielded twisted pair cable by a DTP-enabled product. The twisted pair extender also supports simultaneous transmission of bidirectional RS-232 and IR signals from a control system for AV device control. The DTP HDMI 4K 230 can be integrated with an Extron DTP CrossPoint® 84 Presentation Matrix Switcher, or other DTP-enabled products to support inputs, plus displays and other output devices at remote locations.

APPLICATION DIAGRAM



SPECIFICATIONS

TRUE 4K SPECIFICATION

Max 4K Capabilities		
Resolution and Refresh Rate	Chroma Sampling	Max Bit Depth per Color
4096 x 2160 at 30 Hz 3840 x 2160 at 30 Hz	4:4:4	8 bit
4096 x 2160 at 60 Hz 3840 x 2160 at 60 Hz	4:2:0	
Frame rate ¹	24, 25, 30, 50, or 60 fps	
Chroma sampling ¹	4:4:4, 4:2:2, or 4:2:0	
Color bit depth ¹	8 bits per color	
Signal type	HDMI 1.4, HDCP 2.2	
Max. video data rate	10.2 Gbps (3.4 Gbps per color)	
NOTE: ¹ Subject to the maximum data rate limit. Use our calculator (http://www.extron.com/product/videotools.aspx) to determine video parameters supported by this data rate.		

VIDEO INPUT – TRANSMITTER

Connectors 1 female HDMI type A

INTERCONNECTION BETWEEN TRANSMITTER AND RECEIVER

Signal transmission distance

1080p @ 60 Hz Up to 230' (70 m) using shielded twisted pair (STP) cable or XTP DTP 24 STP cable

2560x1600 @ 60 Hz Up to 130' (40 m) using shielded twisted pair (STP) cable or XTP DTP 24 STP cable

4K/UHD @ 30Hz and 60 Hz Up to 130' (40 m) using shielded twisted pair (STP) cable or XTP DTP 24 STP cable

Cable requirements Solid conductor, 24 AWG or better

Cable recommendations 400 MHz bandwidth, STP (shielded twisted pair)

NOTE: Extron XTP DTP 24 shielded twisted pair cable is strongly recommended for optimal performance.

VIDEO OUTPUT – RECEIVER

Connectors 1 female HDMI type A

AUDIO INPUT

Number/signal type 1 PC level stereo, unbalanced

NOTE: Analog audio is not embedded onto the digital video signal. Embedded digital audio is not de-embedded from the digital video signal.

AUDIO OUTPUT

Number/signal type 1 stereo (2 channel), balanced/unbalanced

GENERAL

Power supply External
Input: 100-240 VAC, 50-60 Hz
Output: 12 VDC, 1 A, 12 watts

Model	Version Description	Part number
DTP HDMI 4K 230 Tx	HDMI Tx - 230 feet (70 m)	60-1271-12
DTP HDMI 4K 230 Rx	HDMI Rx - 230 feet (70 m)	60-1271-13

Decorator-Style

Model	Version Description	Part number
DTP HDMI 4K 230 D Tx	Decorator-Style Tx, Black - 230 feet (70 m)	60-1441-12
DTP HDMI 4K 230 D Tx	Decorator-Style Tx, White - 230 feet (70 m)	60-1441-13
DTP HDMI 4K 230 D Rx	Decorator-Style Rx, Black - 230 feet (70 m)	60-1441-22
DTP HDMI 4K 230 D Rx	Decorator-Style Rx, White - 230 feet (70 m)	60-1441-23

For complete specifications, please go to www.extron.com
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www.extron.com

DTP R HWP 4K 331 D

LONG DISTANCE DTP RECEIVER FOR
HDMI – DECORATOR-STYLE
WALLPLATE

DTP
SYSTEMS

4K UHD



The Extron DTP R HWP 4K 331 D is a single-gang decorator-style receiver that works with Extron DTP® 330-enabled products to send HDMI, analog audio, and bidirectional control signals up to 330 feet (100 meters) over a shielded CATx cable. It is designed for efficient use at display locations in environments offering limited space. The HDCP-compliant receiver features a convenient one-gang form factor that offers maximum placement flexibility.

- ▶ Receives HDMI plus control and analog audio up to 330 feet (100 meters) over a shielded CATx cable
- ▶ Supports computer and video resolutions up to 4K
- ▶ HDCP 2.2 compliant
- ▶ Supported HDMI specification features include data rates up to 10.2 Gbps, Deep Color up to 12-bit, 3D, HD lossless audio formats, and CEC pass-through
- ▶ Extron XTP DTP 24 shielded twisted pair cable is strongly recommended for optimal performance
- ▶ Supports EDID and HDCP transmission
- ▶ Bidirectional RS-232 and IR pass-through for AV device control
- ▶ Remote power capability
- ▶ Compatible with all DTP® 330 Series transmitters and DTP 330-enabled products
- ▶ Highly reliable, energy-efficient external universal power supply included with Tx models



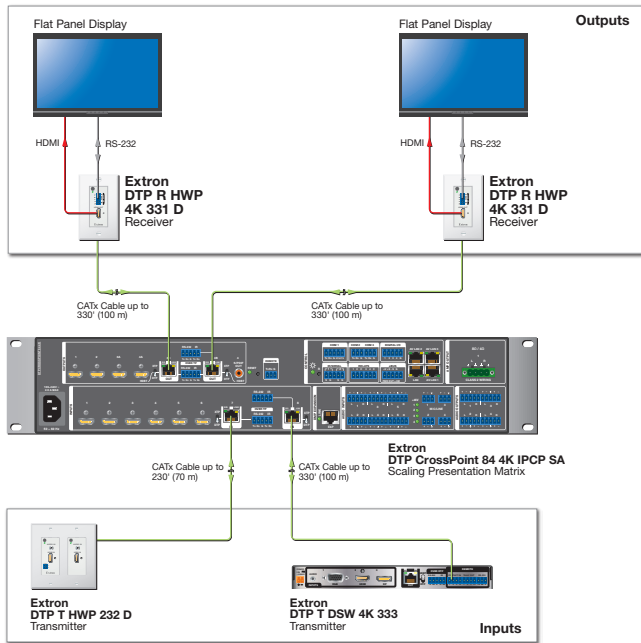
Extron Electronics
INTERFACING, SWITCHING AND CONTROL

DESCRIPTION

The Extron **DTP R HWP 4K 331 D** is a single-gang, decorator-style, long distance receiver that works with Extron DTP 330-enabled products to send HDMI, audio, and bidirectional RS-232 and IR signals up to 330 feet (100 meters) over a shielded CATx cable. The one-gang form factor provides maximum space efficiency in wall mount, floor box, and furniture mount applications. The DTP R HWP 4K 331 D supports video signals at resolutions up to 4K. It also accepts analog stereo audio signals from a DTP 330-enabled product over the same shielded twisted pair cable. The wall-mountable design and remote power capability of the DTP R HWP 4K 331 D provide the convenience of placing output connections precisely where they are needed.

The DTP R HWP 4K 331 D enables the reliable transmission of HDMI signals, supporting Deep Color up to 12-bit, CEC pass-through, and embedded HD lossless audio formats. DDC communication of EDID and HDCP is continuously maintained between a source and display, ensuring direct compatibility and optimal signal transmission between devices. For added installation flexibility, the receiver can be remotely powered over the shielded twisted pair cable by a DTP 330-enabled product. The DTP R HWP 4K 331 D can be integrated with an Extron DTP CrossPoint® Presentation Matrix Switcher, or other DTP 330-enabled products to support sources at remote locations.

APPLICATION DIAGRAM



SPECIFICATIONS

TRUE 4K SPECIFICATION

Max. 4K Capabilities		
Resolution and Refresh Rate	Chroma Sampling	Max Bit Depth per Color
4096 x 2160 at 30 Hz 3840 x 2160 at 30 Hz	4:4:4	8 bit
4096 x 2160 at 60 Hz 3840 x 2160 at 60 Hz	4:2:0	8 bit
Frame rate ¹	24, 25, 30, 50, or 60 fps	
Chroma sampling ¹	4:4:4, 4:2:2, or 4:2:0	
Color bit depth ¹	8 bits per color	
Signal type	HDMI 1.4, HDCP 2.2	
Max. video data rate	10.2 Gbps (3.4 Gbps per color)	
NOTE: ¹ Subject to the maximum data rate limit. Use our calculator at www.extron.com/4Kdata to determine video parameters supported by this data rate.		

VIDEO

HDMI output

Maximum pixel clock	300 MHz
Resolution range	Up to 2560x1600* @ 60 Hz or 4K (4096x2160) @ 30 Hz, UHD (3840x2160) @ 30 Hz, 4K/UHD @ 60 Hz with 4:2:0 chroma subsampling (*Reduced blanking)

VIDEO OUTPUT

Connectors	1 female HDMI, type A
------------	-----------------------

INTERCONNECTION BETWEEN TRANSMITTER AND RECEIVER

Signal type	1 DTP 330 input
-------------	-----------------

DTP signal

Signal transmission distance	Up to 330' (100 m) using shielded twisted pair (STP) cable or XTP DTP 24 cable
1080p @ 60 Hz	Up to 330' (100 m) using STP cable or XTP DTP 24 cable
2560x1600 @ 60 Hz	Up to 330' (100 m) using STP cable or XTP DTP 24 cable
4K/UHD @ 30 and 60 Hz	Up to 330' (100 m) using STP cable or XTP DTP 24 cable
Cable requirements	Solid conductor, 24 AWG or better
Cable recommendations	400 MHz bandwidth STP cable
NOTE: Extron XTP DTP 24 shielded twisted pair cable is strongly recommended for optimal performance.	

AUDIO OUTPUT

Number/signal type	1 stereo, balanced/unbalanced
--------------------	-------------------------------

GENERAL

Power supply	External (not included) Input: 100-240 VAC, 50-60 Hz Output: 12 VDC, 1.5 A, 18 watts
--------------	--

Enclosure dimensions

Device	4.2" H x 1.7" W x 2.2" D (10.7 cm H x 4.3 cm W x 5.8 cm D)
--------	---

Regulatory compliance

	c-UL, C-tick, CE**, FCC Class A**, ICES, UL, VCCI Complies with the appropriate requirements of RoHS, WEEE
--	---

NOTE: **CE and FCC testing is conducted with STP cable.

NOTE: Shipping dimensions and weights are available at www.extron.com.

Model	Version Description	Part number
DTP R HWP 4K 331 D	HDMI Decorator-Style Rx, Black - 330 feet (100 m)	60-1531-52
DTP R HWP 4K 331 D	HDMI Decorator-Style Rx, White - 330 feet (100 m)	60-1551-53

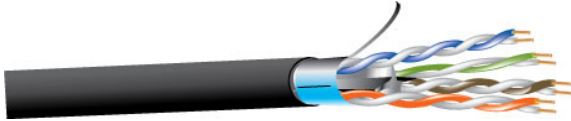
For complete specifications, please go to www.extron.com
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www.extron.com

Detailed Specification & Technical Data



254246AF

4 Pair 23AWG F/UTP Cat6A 10G CMP

10/100/1000/10000 BaseT Ethernet, 10G Networks, HDBaseT

Construction & Dimensions

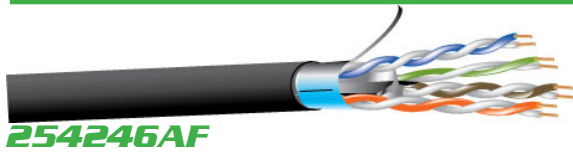
CONDUCTOR PARAMETERS	
Number Of Pairs	4
AWG Size	23
Conductor Stranding	Solid
Conductor Type	Bare Copper
Nominal DCR	21 Ohm/1000ft
INSULATION PARAMETERS	
Insulation Type	Flouropolymer
Insulation Color Code	1.Blue,WH-Blue 2.Orange,WH-Orange 3.Green,WH-Green 4.Brown, WH-Brown
SHIELDING PARAMETERS	
Shield Type	Overall 100% Aluminum Foil (F/UTP)
Drain Wire AWG Size	24 AWG
Drain Wire Type	Tinned Copper
ELECTRICAL CHARACTERISTICS	
Nominal Impedance	100 Ohm
Nominal Capacitance Between Conductors	14 pF/ft

Overall Construction

OVERALL CONSTRUCTION PARAMETERS	
Total Number of Conductors	8
Jacket Type	Flexible Plenum
Nominal Cable O.D.	0.305 in
Plenum	Yes
NEC UL Rating	CMP
RoHS Compliant	Yes
ANSI/TIA Category	Category 6A TIA/EIA 568C.2
TIA Test	ANSI/TIA-568-C.2
Pull Tension	35 lbs
Bend Radius	1.525 in
Cable Weight	42 lbs

Overall Electrical & Optical Characteristics

OVERALL ELECTRICAL/OPTICAL CHARACTERISTICS	
Nominal Velocity of Propagation (VP)	68 %
Delay Skew	45 ns/100m
UL Flammability	NFPA 262 Plenum
CSA Flammability	FT6
Operating Range	-0 to 75 Deg C
UL Voltage Rating	300



Electrical Performance

Frequency (Mhz)	Max. Insertion Loss	Min. NEXT	Min. PSNEXT	Min. PSACR	Min. ACR	Min. PSACRF (PSELF-EXT)	Min. ACRF (ELF-EXT)	Min. PSANEXT	Min. PSAA-CRF	Min. RL (Return Loss)	Min. TCL	Min. ELTCTL	Max/Min Input Imp. Unfit	Max/Min Fitted Imp.
1 MHz	2.1 db/100m	75.3 dB	72.3 dB	70.2 dB	73.2 dB	65 dB	68 dB	67 dB	67 dB	20 dB	40 dB	35 dB	100 ± 15 Ohm	100 ± 15 Ohm
4 MHz	3.8 db/100m	66.3 dB	63.3 dB	59.5 dB	62.5 dB	53 dB	56 dB	67 dB	67 dB	23 dB	40 dB	23 dB	100 ± 15 Ohm	100 ± 15 Ohm
8 MHz	5.3 db/100m	60.8 dB	58.8 dB	57.1 dB	58.7 dB	46.7 dB	49.7 dB	67 dB	61.1 dB	24.5 dB	40 dB	17 dB	100 ± 15 Ohm	100 ± 15 Ohm
10 MHz	5.9 db/100m	60.3 dB	57.3 dB	51.4 dB	54.4 dB	45 dB	48 dB	67 dB	59.2 dB	25 dB	40 dB	15 dB	100 ± 15 Ohm	100 ± 15 Ohm
16 MHz	7.5 db/100m	57.2 dB	54.2 dB	46.8 dB	49.8 dB	41 dB	43.9 dB	67 dB	55.1 dB	25 dB	40 dB	10.9 dB	100 ± 15 Ohm	100 ± 15 Ohm
20 MHz	8.4 db/100m	54.8 dB	52.8 dB	44.4 dB	47.5 dB	38.8 dB	41.8 dB	67 dB	53.2 dB	25 dB	38 dB	9 dB	100 ± 15 Ohm	100 ± 15 Ohm
25 MHz	9.4 db/100m	53.3 dB	51.3 dB	42.6 dB	45.4 dB	36.8 dB	39.8 dB	67 dB	51.2 dB	24.3 dB	38 dB	7.1 dB	100 ± 15 Ohm	100 ± 15 Ohm
31.25 MHz	10.5 db/100m	52.9 dB	49.9 dB	39.4 dB	42.4 dB	35.1 dB	38.1 dB	67 dB	49.3 dB	23.6 dB	35.1 dB	5.1 dB	100 ± 15 Ohm	100 ± 15 Ohm
62.5 MHz	15 db/100m	48.4 dB	45.4 dB	30.4 dB	33.4 dB	29.1 dB	32.1 dB	66.6 dB	43.3 dB	21.5 dB	32 dB		100 ± 15 Ohm	100 ± 15 Ohm
100 MHz	19.1 db/100m	45.3 dB	42.3 dB	23.2 dB	26.2 dB	25 dB	28 dB	63.5 dB	39.2 dB	20.1 dB	30 dB		100 ± 15 Ohm	100 ± 15 Ohm
155 MHz	24.1 db/100m	41.4 dB	39.4 dB	18.9 dB	21.3 dB	22.1 dB	25.6 dB	61.5 dB	37.1 dB	19.2 dB	29 dB		100 ± 15 Ohm	100 ± 15 Ohm
200 MHz	27.6 db/100m	40.8 dB	37.8 dB	10.2 dB	13.2 dB	19 dB	22 dB	59 dB	33.2 dB	18 dB	27 dB		100 ± 22 Ohm	100 ± 15 Ohm
250 MHz	31.1 db/100m	39.3 dB	36.3 dB	5.3 dB	8.3 dB	17 dB	20 dB	57.5 dB	31.2 dB	17.3 dB	26 dB		100 ± 32 Ohm	100 ± 15 Ohm
300 MHz	34.3 db/100m	38.1 dB	35.1 dB	0.9 dB	3.9 dB	15.5 dB	18.5 dB	56.3 dB	29.7 dB	16.8 dB	25.2 dB		100 ± 32 Ohm	100 ± 15 Ohm
350 MHz	37.2 db/100m	36.1 dB	34.1 dB			13.9 dB	16.9 dB	55.3 dB	28.3 dB	16.3 dB	24.6 dB		100 ± 32 Ohm	100 ± 15 Ohm
400 MHz	40.1 db/100m	35.3 dB	33.3 dB			12.8 dB	15.8 dB	54.5 dB	27.2 dB	15.9 dB	24 dB		100 ± 32 Ohm	100 ± 15 Ohm
450 MHz	43.3 db/100m	34.8 dB	32.6 dB			12.1 dB	14.8 dB	53.7 dB	26.1 dB	15.5 dB	23.5 dB		100 ± 32 Ohm	100 ± 15 Ohm
500 MHz	45.3 db/100m	34.8 dB	31.8 dB			11 dB	14 dB	53 dB	25.2 dB	15.2 dB			100 ± 32 Ohm	100 ± 15 Ohm
550 MHz	48.2 db/100m	34.1 dB	30.9 dB			10.5 dB	13.2 dB	52.4 dB	24.4 dB	14.9 dB			100 ± 32 Ohm	100 ± 15 Ohm
625 MHz	51.2 db/100m	33.4 dB	30.4 dB			9.1 dB	21.1 dB	51.6 dB	23.3 dB	14.5 dB			100 ± 32 Ohm	100 ± 15 Ohm
Tested to 550Mhz - Values above 250Mhz are for Engineering Purposes Only														

Related Products

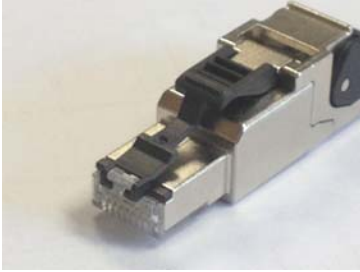
RELATED PRODUCTS	
Non Plenum Number	4246AF
Jack	KJS458TL-C6A
Modular Plug	90170-BI

Part Numbers

Part Number	Jacket Color	Put Up Length	Part Number	Jacket Color	Put Up Length
254246AFBK1000	BLACK	1000			

**Technical Data Sheet-
Category 6A F/UTP Network Plug**

WEST PENN WIRE



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Washington, PA 15301
Toll Free: (800) 245-4964
Fax: (724) 222-6420
www.westpenn-wpw.com

CN-MFP8

The new field assembly CN-MFP8 Cat6A is the number one choice whenever efficient and reliable connections are needed without major expense or effort, whether for classic cabling systems in office buildings, data centers in industry or for digital video systems. Needless to say, it also supports high power over Ethernet plus (PoE+).

Specifications:

- Category 6A: ISO/IEC 11801:2010 compliant
- Plug: IEC 60603-7-51 compliant
- Over 750 mating cycles
- Contact Finish: Ni1.2 AU 0.8
- Shielding housing: Die cast nickel-plated Zinc
- CU Conductor Diameter
 - * Solid: 22-24
 - * Stranded: 22-27
- Core Diameter: .0334-.0629"
- Outer diameter of cable: .216" - .354"
- Reuseable IDC: Approx. 4 cycles
- Temperature range: -40degC – to 70degC

Cables:

4246AF CMR Cat6A F/UTP
254246AF CMP Cat6A F/UTP

Technical Data Sheet- Category 6A F/UTP Network Plug

CN-MFP8

Shielded termination shown as a reference only.
The connector is also suitable for unshielded termination.

Printing errors and technical changes reserved



Installation Guide Ruggedized metal body RJ45 Connector Cat6A Shielded/Unshielded IP20

Cables: 4246AF and 254246AF
Cat6AF/UTP

WEST PENN WIRE

1 Stripping length

S/FTP min. 50 mm

U/FTP min. 50 mm

SF/UTP min. 50 mm

fold braided shield backwards

Drain wire wrapped

cut off cross separator

score and remove the foil screen

2 **TS688A** pre-sort pairs

Cable end 1

remove pair screen to max. 5 mm

5 mm

Cable end 2

TS688 pre-sort pairs

Cable end 1

remove pair screen to max. 5 mm

5 mm

Cable end 2

3 Wire manager white for Ø1,0 - 1,6 mm

S/FTP, U/FTP and SF/UTP

smooth wires accurately before inserting into the wire manager

untwist and insert pairs into the wire manager

4 Wire manager grey for Ø0,85 - 1,1 mm

Parallel Pliers/Wrench, smooth surface to prevent damage

5 cut all wires protruding max. 0,5 mm

remove assembly aid

ca. 18 mm

6 remove assembly aid

8 Wire manager can be brought to end position by means of screen cover

TS688A

TS688B

Insert the wire manager

9 Cable relief is fixable in four-step

press housing parts until snap-in

Colour code	Connection		Application							
	A	B	PROFINET	RJ45 PIN No.	10BT/100BT	1 Gigabit/10 Gigabits Ethernet	Token Ring	ISDN / So	Upo / TEL	
W-G	W-O	YE		1	•	•				
G	O			2	•	•				
W-O	W-G	W		3	•	•				
BL	BL	-		4	•	•				
W-BL	W-BL	BL		5	•	•				
O	G	BL		6	•	•				
W-BR	W-BR	-		7	•	•				
BR	BR	-		8	•	•				

www.westpenn-wpw.com

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GENERAL SPECIFICATIONS HALL OF JUSTICE COURTROOMS CABLING AND A/V SWITCHING EQUIPMENT

1. GENERAL NOTICE

- 1.1 Lancaster County, hereinafter referred to as Owners, are requesting bids from qualified companies, hereinafter referred to as Vendor(s) for new A/V Equipment and Installation in District Court courtrooms in the Hall of Justice located at 575 S 10th St., Lincoln, NE 68508.
 - 1.1.1 Work shall be performed in the following courtrooms:
3rd Floor (District Court) – Courtrooms 30, 31, 32, 33, 34, 35, 36, and 37.
- 1.2 The Vendor shall include all costs associated with the labor, supervision, materials, supplies, permits and licenses required to perform the services requested in these Specifications, the plans and drawings and other bid documents.
 - 1.2.1 Any mention of compliance with the General Specifications shall also mean compliance according to the terms of all other documents attached to or referenced in the bid.
- 1.3 Contract will be awarded to the lowest, responsible, responsive Vendor whose bid substantially meets all of the required specifications, duties, terms and conditions as defined in this request.
- 1.4 Vendor shall maintain existing functions at the facility and protect the general public, employees, and buildings against damage during all portions of the project.
 - 1.4.1 Any damage done to any part of the facility which is not part of this construction will be immediately repaired by the Vendor at no charge to the Owners.
 - 1.4.2 Vendor shall not store construction products, tools or supplies in an area other than what is designated as a staging area.
- 1.5 The Owners will execute a firm-fixed contract for the work to be performed under the terms of an awarded contract.
 - 1.6.1 The Owners reserve the right to allow adjustments to the contract should there be a substantial change in the nature of the work involved.
 - 1.6.1.1 Such adjustments must be made in the form of a written contract amendment signed by both the Vendor and the Owners at the time of the change.
- 1.6 Any deviation from these Specifications or any other bid document must be documented on Company Letterhead and attached to the Supplier Response section of your Ebid response.
- 1.7 Vendor must submit their bid and all attachments via the City/County Ebid system.
 - 1.7.1 To submit a bid, Vendor must be registered with the City of Lincoln/Lancaster County Purchasing Dept.
 - 1.7.2 To register, go to the City of Lincoln website; lincoln.ne.gov type bid in search box located in Important section. click on "supplier registration" follow instructions to completion.
- 1.8 All inquiries regarding these specifications shall be directed via e-mail request to Bob Walla, Purchasing Agent (rwalla@lincoln.ne.gov).
 - 1.8.1 These inquiries and/or responses shall be distributed to prospective Vendors as an electronic addenda.
 - 1.8.2 All inquiries must be submitted to the Purchasing Office 5 days prior to the bid opening.
 - 1.8.3 Vendors are not allowed to discuss this bid with any County employee or elected official other than the City/County Purchasing Staff through the award process.
 - 1.8.3.1 Failure to follow this requirement may result in immediate disqualification of your bid.

- 1.9 A bid bond is required in the amount of 5% of the total bid amount at time of bid submission.
- 1.10 A Performance and Payment bond in the full amount of the contract will be required at time of contract award.
- 1.11 Work may be performed at the jobsite during operating hours which are from 7am - 5pm, Monday - Friday.
 - 1.11.1 Work outside of these days and times shall be subject to approval of the Owner.
 - 1.11.2 Due to the constant use of courtrooms, all work on this project must be coordinated with the Owner Representative in advance.
- 1.12 The awarded contract is not assignable without the written approval of the Owners in the form of a contract amendment.
- 1.13 Vendors are encouraged to attend a prebid meeting on Tuesday April 30 at 12:00pm. at the District Courtrooms located in the Hall of Justice, 575 So. 10th Street, District Court Lobby (3rd Floor) , Lincoln, NE to familiarize themselves with the scope of the work, the area surrounding the sites, and the particularities of the overall operation.
- 1.14 Progress payments shall be made by the County through the Owner Representative for documented work completed during the project.
 - 1.14.1 At no time will the County make payment for work that has not been completed and approved.
 - 1.14.2 Vendor may request progress payments which will be paid according to completion and Owner approval of equipment and installation.
- 1.15 The Construction Administrator for this project will be Chad Dalton – Information Services.
- 1.16 The Owners Representative for this project will be Jared Gavin – District Court Administrator.
- 1.17 The County has listed Line Items for the project with Lump Sum pricing for each courtroom for the equipment and labor to be provided.
 - 1.17.1 It is the intent of the County to award one contract to a Vendor to complete all work as required but reserves the right to split the award if it is in the best interest of the County to do so.

2. CONTRACTOR INSURANCE

- 2.1 The awarded Vendor shall furnish the Owners with a Certificate of Insurance ACORD and associated endorsements in the kinds and minimum amounts as detailed in the attached "Insurance Requirements for all Contracts" at time of award.
- 2.2 All certificates of insurance ACORD shall be filed with the Owners showing specific limits of insurance coverage required and showing Lancaster County as "Named Additional Insured" as pertains to these services.
- 2.3 **Vendors are strongly encouraged to send the insurance requirements and endorsement information to their Insurance Agent during the bid process in order to ensure contract execution within 10 days of award notice.**

3. QUALIFICATIONS OF THE BIDDER

- 3.1 The Owner may investigate as deemed necessary to determine the ability of the Vendor to perform the required work, and the Vendor shall furnish to the Owners all such information and data for this purpose.
- 3.2 No Vendor will be considered who is not at the present time an authorized dealer, service provider, and installer of the equipment being proposed. NICET and/or CTS Certified, and actively engaged in the performance of audio system supply and installation services, and who cannot clearly demonstrate to the satisfaction of the Owners, his/her ability to satisfactorily perform the work in accordance with the requirements of this specification and standards of the industry.

3.3 Vendor shall provide at least three current references for other customers where similar services have been provided in the last five years at time of bid response or upon request.

3.3.1 Reference responses may be attached to the Response Attachment section of the Ebid response.

4. REMOVAL, DISPOSAL AND SITE RESTORATION

4.1 The Vendor shall remove from the site and dispose of all material, debris, installation materials and adhesives in accordance with all Local, State and Federal regulations.

4.1.1 Vendors are strongly encouraged to recycle metal, concrete and any other material in order to reduce the amount of waste going to the City Landfill.

4.2 Vendors shall discuss the removal and disposal of any audio or other equipment with the Owner Representative to determine if they have surplus value.

5. CONSTRUCTION REQUIREMENTS

5.1 Vendor must comply with Local, State and Federal Building Codes and Regulations.

5.1.1 Any deviation from these codes must be addressed as part of the bid response prior to bid closing.

5.1.2 Any deviation from the bid documents and contract which may arise during construction must be addressed and approved in writing by the Owners prior to completion of work, with a contract amendment being issued as necessary.

5.2 Vendor shall bid high quality, commercial grade audio / video switching equipment such as Extron or other brands which will provide high quality video and performance throughout the life of the product and is compatible with the existing audio / video conference systems.

5.2.1 The County will not accept any products that are incompatible with the existing audio or video conferencing equipment in the courtrooms.

5.3 The Vendor is responsible for obtaining and paying of all fees and charges associated with permits or licenses required to complete the work for this project.

5.4 Vendors will be given a location to park vehicles and stage equipment during the term of the project.

5.5 All Vendor employees will be required to undergo a background check prior to beginning work on the project.

5.5.1 Employees with a criminal history may not be eligible to perform the work on this project.

5.6 Vendor takes full responsibility for all of their employees and any subcontractors who are hired to work on the project.

5.7 All work related to the construction shall be included in the lump sum amount for the bid item as listed in the final contract document.

5.8 Vendor shall install new cabling and audio / video switching equipment to locations according to specifications, drawings, industry standards and Local/State Building Codes.

5.9 Cabling installation must be performed in a manner which will not compromise the integrity of the building structure.

5.10 The integration of the existing audio / video conferencing system with new switching / amplification is a part of this bid and Vendors must include pricing for materials and labor to incorporate the systems for each location.

5.10.1 The video conferencing system is a CISCO brand utilizing the TelePresence Management Suite software.

5.10.2 The audio system is a Q-SYS Integrated System Platform.

5.10.3 Vendor shall be required to work with Midwest Sound and Lighting on the integration with the current audio system.

5.10.4 Vendor shall be required to work with the State of Nebraska on the integration with the current video conferencing system.

- 5.11 Vendor shall include all labor and materials necessary to connect existing equipment including cameras and audio / video conferencing systems to each location.
 - 5.11.1 Eight Courtrooms have two CISCO video cameras, one ELMO presenter, and one CISCO virtual keypad which must be compatible with the audio / video switching equipment
 - 5.11.2 Eight Courtrooms have eight monitors to be integrated with the audio / video switching equipment.

6. DETAILED EQUIPMENT INFORMATION

- 6.1 The following equipment will be placed in each of the eight full courtrooms:
 - 6.1.1 Cabling to eight monitors
 - 6.1.2 Cabling to one Elmo w/ PC
 - 6.1.3 Cabling to one CISCO tablet
 - 6.1.4 Cabling to two CISCO video cameras
 - 6.1.5 Cabling to one CISCO video CODEC
 - 6.1.6 Two A/B Extron Switching Units to feed two monitors with toggles
 - 6.1.7 Extron Units to Feed visual to five monitors
- 6.2 The following is a description of where the equipment will be installed and operational information:
 - 6.2.1 Monitors will be fed to the following locations: judges' bench, large jury display, small jury display, witness monitor, left counsel display, right counsel display, judge courtroom monitor, and gallery monitor.
 - 6.2.2 Switching equipment must be compatible with existing QSC control unit for court reporter / judge toggling.

7. PROJECT COMPLETION AND WARRANTY

- 7.1 Final completion shall be December 30, 2019 or sooner. Proposed notice to proceed is May 21, 2019.
- 7.2 Vendor must complete the project according to the agreed upon contract completion date which will be listed in the contract documents.
 - 7.2.1 Failure to complete the project by the contract date shall result in the charging of liquidated damages according to the following terms.
 - 7.2.2 If the Contractor fails to complete the Contract prior to the completion date, considering approved extension of time, liquidated damages will be charged for each calendar day that the work remains incomplete.
 - 7.2.3 The amount of liquidated damages will be deducted from the money due the Contractor prior to final payment or in the case where the remaining amount due the Contractor is less than the total amount of liquidated damages, the County shall have the right to recover the difference from the Contractor or his Surety.
- 7.3 Unless specifically amended or modified by the special provisions, the schedule below shall establish the daily amount of the liquidated damages:

BID AMOUNT:UP TO AND INCLUDING	LIQUIDATED DAMAGES PER CALENDAR DAY
\$0 - \$100,000	\$250
\$100,000 - \$500,000	\$500
\$500,000 - \$1,000,000	\$750
\$1,000,000 - AND UP	\$1000

7.4 The amounts set forth in the above schedule are not to be considered punitive, but rather predetermined and reasonable amounts to compensate for the detriment to the public and to defray expenses incurred by the County due to the delay in the completion of the project.

7.4.1 Delays caused by the Owners or other factors not in the control of the Vendor will result in an extension of the project and an amendment to the contract.

7.5 Job shall be completed according to industry standards with approval of completion and final payment being made by the Construction Manager and Owner's Representative.

8. EVALUATION CRITERIA

8.1 Evaluation of bids will consist of the following:

8.1.1 Total price of contract and other pricing factors that will amount to the best value to the Owners.

8.1.2 Ability to provide labor and services as required in this Specification.

8.1.3 Deviations from these Specifications.

8.1.4 References

ADDENDUM #1
Issue Date: 04/23/2019
Bid No. 19-136
DISTRICT COURTROOM CABLING & A/V SWITCHING EQUIPMENT

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following clarifications and changes to the Specification and bidding documents.

1. How many actual sources are there in each room?

Answer: There are three sources that are used – 2 cameras and an Elmo Presenter. The codec also has a tablet that operates it but it is not a source displayed on any monitors anywhere.

2. What is being switched? Ex. The one line diagram shows the Witness and Jury having “A/B switches” but it appears that there is only one source going into the switch.

Answer: Yes, this is correct. They switch between the same source being used by all monitors but “switch” to a source “B” which is blank/not connected to anything so the Judge can basically turn the jury and witness monitors on and off as evidence is presented to the court.

3. Can you provide “ins and outs” arrows on the diagram?

Answer: Yes; a revised diagram has been attached.

4. What is the distance from the headend equipment?

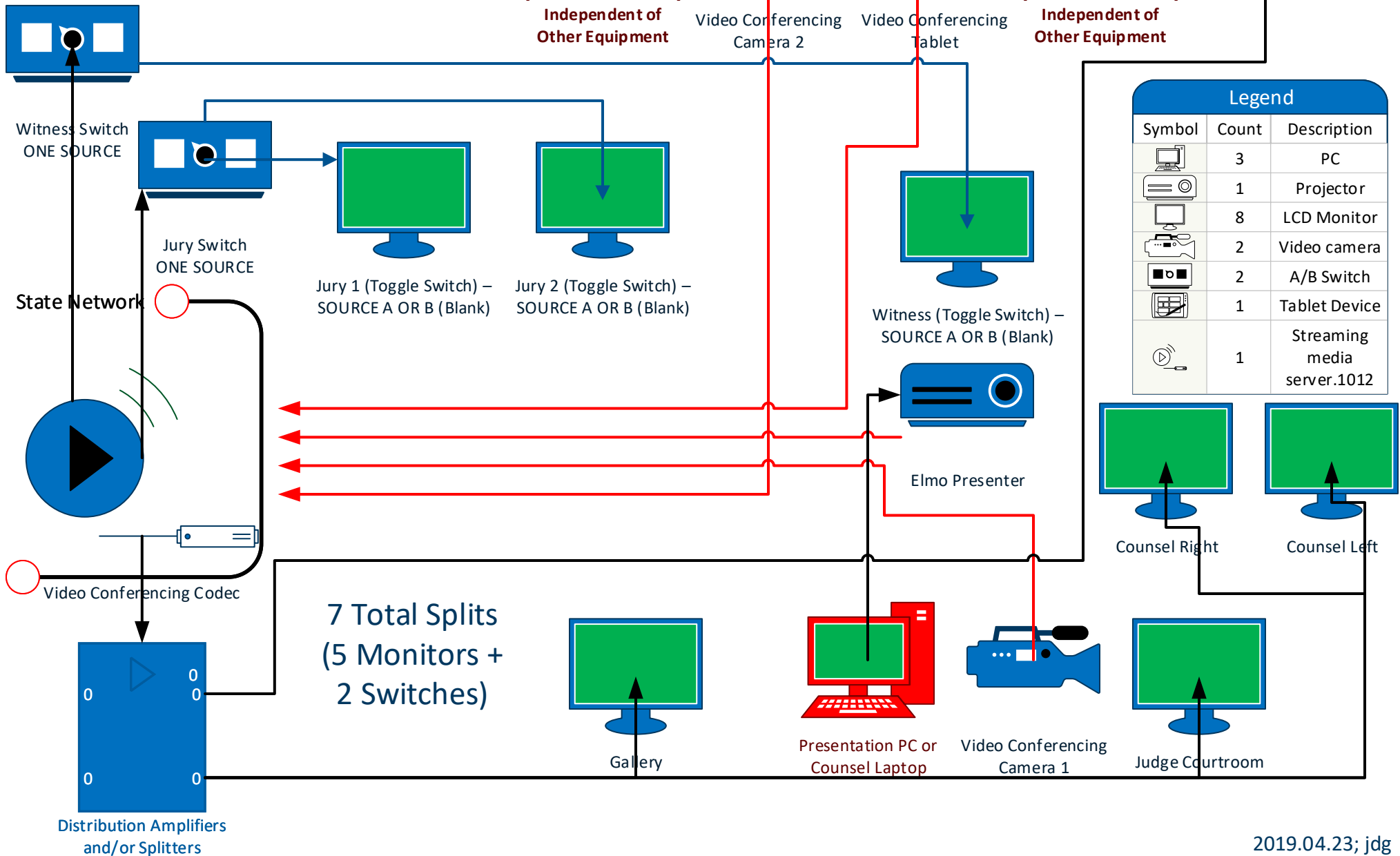
Answer: The distance is estimated as estimate as a maximum of 45’ at the longest in the largest courtroom and would “average” the rest at between 15’-20’.

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Robert L Walla
Purchasing Agent

Lancaster County District Court

Video Conferencing and Presentation Technology



ADDENDUM #3
Issue Date: 05/6/2019
Bid No. 19-136
DISTRICT COURTROOM CABLING & A/V SWITCHING EQUIPMENT

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section. Be advised of the following clarifications and changes to the Specification and bidding documents.

1. All video sources are routed to the Cisco codec per the drawing and the pre-bid meeting. 6.1.3 Indicates cabling to the codec from a Cisco tablet, what type of cabling is required?
No Cabling Required – Existing Cabling will be used

2. Do we need to replace the cabling between the cameras and the codec 6.1.4?
No Cabling Required – Existing Cabling will be used and the PC and the codec 6.1.2?
Yes, cabling from Elmo/PC to Codec will be replaced both will have HDMI Input/output

3. If so, is the current system equipped with HDMI at all these sources? **Yes**; If not, what type of outputs are to be used? At the pre-bid meeting we were told that the PC located with the ELMO document camera would be replaced. Will we have a dedicated HDMI output there or will a small distribution amplifier be needed?
There will be a dedicated HDMI, but the computer will be controlled by Elmo so only cabling needed will be HDMI OUT from Elmo to HDMI IN at Codec; computer will be handled directly by Elmo HDMI so will not be a part of the bid

4. If possible an exact model number for the cameras and the Cisco codec and tablet would be very helpful assuming we are replacing this part of the infrastructure.
The Codecs are Cisco TelePresence SX80's. The tablet is a Cisco TelePresence Touch 10. The cameras are Cisco TelePresence Precision Cameras.

5. Due to the condition of the present wiring in the racks I felt it inadvisable to really go digging and moving cables around at the walk through. 6.1.6 and 6.1.7 indicate that it is a requirement to use Extron equipment, please confirm.
Extron is what is currently being used but as described in 5.2 and 5.2.1 Extron or other high quality, commercial grade audio / video switching equipment would be acceptable.

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Robert L Walla
Purchasing Agent

INSTRUCTIONS TO BIDDERS

LANCASTER COUNTY, NEBRASKA

PURCHASING DIVISION

E-Bid

1. **BIDDING PROCEDURE**

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

2. **BID SECURITY**

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

3. **BIDDER'S REPRESENTATION**

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

4. **INDEPENDENT PRICE DETERMINATION**

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

5. CLARIFICATION OF SPECIFICATION DOCUMENTS

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

6. ADDENDA

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

7. ANTI-LOBBYING PROVISION

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

8. BRAND NAMES

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

9. DEMONSTRATIONS/SAMPLES

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

10. DELIVERY (Non-Construction)

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

11. WARRANTIES, GUARANTEES AND MAINTENANCE

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

12. ACCEPTANCE OF MATERIAL

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

13. BID EVALUATION AND AWARD

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

14. INDEMNIFICATION

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

15. TERMS OF PAYMENT

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

16. LAWS

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

17. EQUIPMENT TAX ASSESSMENT

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

18. AFFIRMATIVE ACTION

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

19. INSURANCE

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

20. EXECUTION OF CONTRACT

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

21. TAXES AND TAX EXEMPTION CERTIFICATE

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

22. E-VERIFY

- 22.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

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

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

City of Lincoln Lancaster County Public Building Commission

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

This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

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

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

Insurance; Coverage Information

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

Certificates

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

1. Commercial General Liability

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

1.1 Additional Insured (Requires an Endorsement Form)

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

1.2 Automobile Liability

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

1.3 Garage Keepers / Garage Liability

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

1.4 Workers' Compensation; Employers' Liability

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

1.5 Builder's Risk Insurance

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

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

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

1.6 Pollution Liability

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

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

1.7 Errors and Omissions; Professional Liability

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

1.8 Railroad Contractual Liability Insurance

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

1.8.1 Railroad Protective Liability

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

1.9 Cyber Insurance

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

2. Cancellation Notice

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

3. Risk of Loss

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

4. Umbrella or Excess Liability

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

5. Minimum Scope of Insurance

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

6. Indemnification

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

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

7. Reservation of Rights

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

8. Sovereign Immunity

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

9. Further Contact

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

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

Client#: 40544

MIDWE22

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/29/2019

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSPRO Insurance P.O. Box 6847 Lincoln, NE 68506 402 483-4500	CONTACT NAME: Kate Greenwald
	PHONE (A/C, No, Ext): 402-483-4500 FAX (A/C, No): 402-483-7977 E-MAIL ADDRESS: kgreenwald@insproins.com
INSURED Midwest Sound & Lighting, Inc. 2322 O Street Lincoln, NE 68510	INSURER(S) AFFORDING COVERAGE INSURER A: Employers Mutual Insurance NAIC # 21415
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		3D67494	01/01/2019	01/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X		3E67494	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			3J67494	01/01/2019	01/01/2020	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	3H67494	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

Project: District Courtroom Cabling
 Lancaster County is listed as an additional insured on the General Liability and Commercial Auto policies.
 Waiver of Subrogation applies to the Workers Compensation. 30 Day Notice of Cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

Lancaster County 555 S. 10th Street Lincoln, NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED 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)	Location(s) Of Covered Operations
Lancaster County 555 So. 10th Street Lincoln, NE 68508	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. 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" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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



EMPLOYERS MUTUAL CASUALTY COMPANY (15539)

POLICY NUMBER: 3H6-74-94---20

MIDWEST SOUND & LIGHTING, INC.

EFF DATE: 01/01/19

EXP DATE: 01/01/20

WORKERS COMPENSATION POLICY DECLARATIONS

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*0405B	01-18	PRIVACY NOTICE	
*IL7004	09-16	MUTUAL POLICY PROVISIONS	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
*IL8383.2A	01-15	DISCL PURSUANT TERRSM RISK INS. ACT	\$ 95
*IL8576	10-17	MEDICARE IMPT NOTICE TO POLICYHOLDER	
*WC000000C	01-15	WC AND EMPLOYERS LIABILITY INSURANCE	
*WC000310	04-84	SOLE PROPRIETORS/PARTNERS/OFFICERS SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS INCLUDED BELOW (NAME, TYPE & STATE): FIRST NAME: JOHN P. KNUTHE PRESIDENT PERSON: OFFICERS STATE(S):NE FIRST NAME: JAMES C. KNUTH SECRETARY/TREASURER PERSON: OFFICERS STATE(S):NE	
*WC000313	04-84	WAIVER OF OUR RIGHT TO RECOVER ANY OR ALL PERSONS OR ORGANIZATIONS SUBJECT TO A WRITTEN CONTRACT REQUIRING SUCH A WAIVER AGREEMENT	
*WC000406A	07-95	PREMIUM DISCOUNT ENDORSEMENT	
*WC000414A	01-19	NOTIFICATION OF CHANGE IN OWNERSHIP	
*WC000419	01-01	PREMIUM DUE DATE ENDORSEMENT	
*WC000421D	01-15	CATASTROPHE O/T CERT ACTS TERRORISM	
*WC000422B	01-15	TERRORISM REAUTHORIZATION ACT END.	
*WC000424	01-17	AUDIT NONCOMPLIANCE CHARGE STATE(S): NE BASIS OF AUDIT NONCOMPLIANCE CHARGE: ESTIMATED ANNUAL PREMIUM MAXIMUM AUDIT NONCOMPLIANCE CHARGE MULTIPLIER: 2.000	
*WC000425	05-17	EXPERIENCE RATING MOD FACTOR REVISIO	
*WC260402	01-95	NE CONTRACTORS CLASS PREM ADJUSTMENT	
*WC260403	05-17	NE EXPERIENCE RATING MOD FACTOR REV	
*WC260601C	07-96	NE CANCELLATION & NONRENEWAL ENDST	
*WC7003A	09-86	WORKERS COMPENSATION SCHEDULE	
*WC7005	07-11	WC QUICK REFERENCE	
*WC8065	10-18	NE-PREMIUM CREDIT APPLICATION	
*WC8130	10-14	IMPORTANT NOTICE	

DATE OF ISSUE: 11/27/18

FORM: IL7131A (ED. 04-01)

017 JJ

3H67494 2001

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

3H67494

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ESSENTIAL EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. AUTOMATIC ADDITIONAL INSURED

Covered Autos Liability Coverage is changed to include the following as an "insured":

1. Where Required by a Contract or Agreement the following is added:

The **Who Is An Insured** provision contained in the **Business Auto Coverage Form** is amended to add the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability covered by the terms of this policy, arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance provided herein will not exceed:

- (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement,
- whichever is less

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

B. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

- e. Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:
 1. Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
 2. Any organization you acquire or form will not be considered an "insured" if:
 - a. The organization is a partnership or a joint venture; or

- b. That organization is covered under other similar insurance.

3. Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

C. SUBSIDIARIES AS INSURED

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

D. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$350 a day because of time off from work.

E. TOWING

Section III – Physical Damage Coverage, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

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

F. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$50 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto" for which Comprehensive coverage is provided. The deductible is waived for these services.

G. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

H. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of \$1,000 Per "Loss" are in addition to the sublimit in Paragraph C.1.b. of the Limits Of Insurance Provision under **Section III – Physical Damage Coverage**.

I. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

1. The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value, \$75,000, or Cost of Repair, minus the deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

3. Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

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

J. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto".

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

K. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day, subject to a \$1,500 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense coverage extension included in this endorsement.

7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

L. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

M. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

N. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

O. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

d. Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

P. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Part solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Q. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

R. LIBERALIZATION

Paragraph **B.3. Liberalization** is amended for this endorsement as follows:

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.