



**University of Nebraska–Lincoln
April 17, 2008**

**Request for Proposals #556220
“Air Charter Services” for
University of Nebraska “Women’s Volleyball” Team**

Key Dates and Times

- **Bid issued: April 17, 2008**
- **Last day for vendors to submit questions: April 25, 2008**
- **UNL response to questions: April 29, 2008**
- **Bids Due: May 7, 2008 @ 3:30PM, Local Time, To:**

**Office of University Services
Purchasing Department
1700 “Y” Street
Lincoln, Nebraska 68588-0645**

****PLEASE NOTE: FAXES/EMAILS ARE NOT ACCEPTED FOR THIS RFP****

Requests for reasonable accommodations needed in order to participate in the process described in this RFP may be directed to the Office of Equity, Access & Diversity, 128 Canfield Administration; phone (402) 472-2322; Voice/TDD-(402) 472-3417.

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ATTACHMENT A:

VENDOR PRICING FOR THE SEVEN (7) AIR CHARTERS FOR THE 2008 SEASON

1.1 Specifications

The University of Nebraska–Lincoln (“UNL”) invites proposals from qualified bidders to provide the goods and/or services described below. If the bid process is successful, UNL will enter into a contract with the successful bidder for the product or service.

Each Proposal shall provide the information requested or indicate consent to the requirement described. The submitted proposal should be numbered so that responses in the Proposal correspond to the number of the items below.

The specifications and requirements listed in this RFP are the minimal standards by which proposals will be judged.

1.2 Description of the Good or Service Sought:

The University of Nebraska-Lincoln is requesting proposals from qualified Bidders for “Air Charter Service” for the **University of Nebraska “Women’s Volleyball” Team**. It is our intent to receive proposals from qualified Bidders, demonstrating the capability to provide the quality of product and/or service required to meet the needs and objectives of the University and the Athletic Department.

Vendor to submit the following items/information as requested

1. Cover Sheet and Submittals (pages 5, 6 & 7)

2. Attachment A (trip pricing)

NOTE: There are 7 (SEVEN) TRIPS being requested for the “Women’s Volleyball” team at this time. Please make sure you have all 7 (SEVEN) TRIP/TABS as provided in Attachment A.

REQUIREMENTS:

- Aircraft with passenger capacity as a noted in bid document and must be able to accommodate all passengers’ baggage and equipment. You may propose a smaller or larger aircraft, or more than one aircraft using additional sheets as necessary as long as you meet minimum passenger requirements.
NOTE: Average cargo/baggage weight of approximately 1500+ lbs.
- Dates of charters and estimated times of departure are shown in the attached schedule and are subject to change resulting from game time changes, television broadcasting, weather, etc.
- Pricing will include all cost associated with a trip including any state or federal taxes, surcharges, landing fees and airport fees.
- The University prefers cabin-seating arrangements enhanced for transporting athletes, or a first class section, or other area set-aside for larger team members. Information requested on total number of seats along with breakdown of seat classification, width, and legroom between seats
- Each vendor will provide a confirmation of the team schedule including information on or additional cost involved with providing last minute flexibility in arrival and departure times.
- Vendor will state when, in days, the last change in schedule can be made prior to a flight.
- Any payment to carrier/charter company must be held in an approved escrow account until trip is completed.
- Availability of aircraft will be verified, or proposals will not be considered.
- The University reserves the right to reject any or all proposals, wholly or in part; to waive any technicalities, informalities, or irregularities in any proposal that does not materially affect the integrity or effectiveness of the competitive bid process; and unless otherwise specified by the proposer, to accept any item or group items in the proposal, and/or give preference to major/national airlines. The University further reserves the right to analyze proposals in detail, and to award contracts to carriers, airlines, commercial, etc., that can meet the times, aircraft and other needs, preferences and requirements of the Athletic Department, and that we, in the exercise of reasonable discretion, believe to be in our best interest. The University also reserves the right to conduct discussions with any or all respondents to this request for the purpose of clarification and modification. Discussion and negotiation may include, but is not limited to, the scope of work, schedule, and price.

Your responses to the following should be prepared simply and economically providing a straightforward and concise description of the vendor’s capability to satisfy the requirements of the RFP. Please utilize the proposal pages for your response and follow the format specified. Proposals should remain in the numerical sequence as they appear in this document. Special bindings, cover displays and promotional materials are not desired.

1.3: COVER SHEET & SUBMITTALS

**PROPOSAL COVER SHEET
UNIVERSITY OF NEBRASKA–LINCOLN
Office of University Services
Purchasing Department
1700 “Y” Street
Lincoln, Nebraska 68588-0645**

**PROPOSAL IN RESPONSE TO RFP #556186
“Air Charter Services” for
University of Nebraska “Women’s Volleyball” Team**

The undersigned authorized officer of the bidder firm represents that the bidder has carefully examined the specifications and conditions contained in the RFP. The bidder fully understands the type and quality of the product(s) and/or service(s) sought by the University of Nebraska–Lincoln and hereby proposes to supply such at the prices stated and in accordance with the Proposal accompanying this cover sheet.

The bidder represents and warrants that the proposal submitted is not the result of collusion with other eligible bidders, with any employee of the State or University, and no effort has been made to preclude UNL from obtaining the most advantageous response possible to this RFP.

NOTE: Vendor to submit the following items/information as requested

1. Cover Sheet and Submittals (pages 5, 6 & 7)

2. Attachment A (trip pricing)

NOTE: There are 7(SEVEN) TRIPS being requested for the “Women’s Volleyball” team at this time. Please make sure you have all 7 (SEVEN) TRIP/TABS as provided in Attachment A.

Except where a written signature is required, please type or clearly print, and fill in the following:

ADDENDA: The bidder acknowledges its receipt of addenda numbered __through__ and further agrees that the provisions of such addenda, as well as those of the RFP, are fully incorporated into bidder’s Proposal, unless otherwise clearly stated to the contrary in the Proposal. Proposals containing exceptions to RFP provisions may not be favorably received.

Payment Terms Offered: _____% _____days

BIDDER FIRM: _____

By: _____ Date: _____

Authorized Signature

Signing Officer’s Name and Title: _____

Correspondence to the bidder with respect to this RFP may be directed to:

Name _____ Phone # _____

Title _____ FAX # _____

Address _____ E-mail _____

UNL appreciates your consideration of this Request for Proposals and looks forward to receiving your response.

Please respond to each of the selected items as listed below, in addition to your pricing on attachment A. Indicate with a N/A for those items that are not applicable. Please keep any clarifications concise. Existence of clarifications should be indicated in the appropriate space. If space provided is not sufficient, the response should be headed with the paragraph notation and heading of the paragraph being responded to and directly follow the page on which the paragraph being responded to exists. Respond directly to Yes/No questions in appropriate space unless your response absolutely requires clarification. If you answer yes, meet the minimum requirements, and have additional enhancements to offer, please respond accordingly with an explanation. If you answer no, and wish to explain, please respond accordingly.

1. AVAILABILITY OF AIRCRAFT WILL BE VERIFIED, OR PROPOSALS WILL NOT BE CONSIDERED. The University requests Carrier/Agent to provide the University with a letter of verification from a carrier airline, on airline letterhead, with contact person name and phone number, evidencing that an aircraft has been contracted for and assigned for each trip awarded to the Carrier/Agent. Such letter should identify the aircraft to be chartered, passenger capacity, seat pitch verification, and departure time and is requested to be submitted with your proposal.

Indicate if this condition is agreeable: Yes ___ No ___.

Clarification, if any: _____

2. Audits/Pricing Issues: Will you permit the University of Nebraska to audit invoices to ensure accuracy and that corresponding prices are the same as the items contracted for? In addition, describe the manner in which your firm proposes to arbitrate disputes over pricing or contract terms.

Indicate if this condition is agreeable: Yes ___ No ___.

Clarification, if any: _____

3. Pricing/Contract Extension for 2009: The University (at its own option/discretion) may be interested in extending said contract with vendor for any post season games and/or the 2009 season. All proposal pricing and corresponding formulas must remain firm throughout contract period. Thereafter, prices may be adjusted only upon notifications and must be accompanied by supporting documentation, outlining the change in cost to the vendor, and are subject to approval by the University. Consequently, vendors must be willing to share costs/invoices/documentation with the University, as requested, for future auditing purposes. The supporting information must clearly support that the price increase is for all customers and not just the University. All price decreases will be automatically passed on to the University.

Indicate if this condition is agreeable: Yes ___ No ___.

Using the same game schedule/format (times and dates subject to change) that has been provided for the 2008 season in Attachment A, please indicate pricing structure/formulas, and contract terms/conditions to determine travel needs for the 2009 season in the following space, or on a separate page if needed

4. Vendor Information: Bidder to provide information and documentation verifying they have proven experience in managing all aspects of athletic group travel as listed below:

Length of time in business: _____

Fleet Size: _____

Experience with Team Travel: _____

References: Please provide three client references, as follows:

Name	Institution	Phone Number
1.	_____	_____
2.	_____	_____
3.	_____	_____

5. Back-up plan: Bidder shall provide a contingency plan of operation for equipment failure or other unforeseen circumstances (with the exception of Force Majeure). Issues to address include, but are not limited to: source of replacement aircraft, normal timetable for providing replacement aircraft, and in event of aircraft not being available and plans for providing transportation and/or housing of the charter group.

Response:

6. Representation: The charter company must provide representation with “direct report” abilities as a point of contact person to provide all information/scheduling for any/all trips, security, check-in and screening services as required for each flight.

Indicate if this condition is agreeable: Yes ___ No ___.

Will your representative be flying with team? Yes ___ No ___.

Also provide the name and titles of individuals in the following areas with the authority to assign tasks and accept responsibility for attainment of goals by specific dates. One person may have multiple areas.

Title	Responsibilities
_____	_____
_____	_____
_____	_____
_____	_____

Clarification, if any: _____

7. Fuel Cost Adjustments: Since fuel costs are very volatile, the University will entertain provisions for adjusting charter pricing in response to fuel cost changes. If Carrier/Agent wants such a clause in the contract, the Carrier/Agent will be required to provide the formula to be used for making such fuel adjustment along with its response to this Bid Proposal. If, the Carrier/Agent submits no adjustment formula with its response to this Bid Proposal, it will be understood that the bid pricing is firm and no adjustments for fuel price, changes will be made for duration of contract. Also any formula offered and clause that might be added to address fuel cost adjustments will consider both increases and decreases in fuel prices. If a formula is offered which does not make it easy to determine the extent of any adjustment to fuel costs it may be considered grounds to consider a Carrier/Agent's bid as "non-responsive".

Response:

1.4 GENERAL PROPOSAL CONDITIONS

1. Proposals are requested for furnishing air charter transportation for the University of Nebraska "Women's Volleyball" Team for the 2008 Season as listed. Final selection to be determined by the University of Nebraska. Please indicate per trip discounts to be afforded the University, should the University choose to award a single contract for the entire season. In addition, the University of Nebraska is desirous of a long-term relationship, and if vendor performance is satisfactory, the University reserves the right to negotiate directly with vendor(s) on any post-season charters.
2. AVAILABILITY OF AIRCRAFT WILL BE VERIFIED, OR PROPOSALS WILL NOT BE CONSIDERED. The University will request Carrier/Agent to provide the University with a letter of verification from a carrier airline, on airline letterhead, with contact person name and phone number, evidencing that an aircraft has been contracted for and assigned for each trip awarded to the Carrier/Agent. Such letter should identify the aircraft to be chartered, passenger capacity, seat pitch verification, and departure time.
3. Aircraft required should have a minimum seating capacity as specified and able to accommodate all passengers' baggage and equipment. You may propose a larger aircraft, or more than one aircraft using additional sheets as necessary. Plane model(s) and configuration(s) must be supplied upon with proposals. Off-Ramp loading/unloading of passengers and equipment is required and should be included in proposed cost of charter service pricing. Carrier/Agent is responsible for verifying aircraft will be able to land at designated location or provide information as to alternate locations able to accommodate said aircraft.
4. Only reputable Airlines, with excellent and traceable histories will be considered. References, financial statements, maintenance histories, accident statistics and FAA reports must be supplied to the University upon request.
5. Dates of charters and estimated times of departure are shown in the attached schedule and are subject to change resulting from game time changes, television broadcasting, weather, etc. Actual departure times are to be confirmed with the University of Nebraska Athletic Department approximately ten (10) days prior to departure, as the needs of the Athletic Department may vary from the present anticipated departure times shown. Proposers offering alternate times must so indicate on their proposals.
6. It is further understood and agreed that time of delivery is of the essence in this contract and that the successful proposer must agree to complete the charter services in a satisfactory manner NOT LATER than the date/time agreed in the contract. If carrier fails to meet the schedule for each portion of the trip within a two-hour window after the final times agreed prior to the trip, with the exception of Force Majeure, the carrier will be required to pay a penalty of 25% of the cost of that portion to the University. In case of flight equipment failure or pilot incapacitation, the Carrier/Agent will arrange for and provide substitute transportation that is satisfactory to the University of Nebraska and capable of maintaining the original planned chartered flight schedule, at no additional cost.
7. Athletic Meals are to be furnished on the plane during trips where travel time overlaps normal meal hours. Carriers to supply definition of their athletic meal and price this separately from the cost of air charter. Menu arrangements and schedules will be detailed by the Athletic Department prior to departure for each trip.
8. Charter Contractor must furnish an Operating, or Air Worthiness Certificate along with a Certificate of Insurance to the University of Nebraska Purchasing Department prior to beginning of flight service. Certificate of Insurance coverages shall include Passenger Liability, Bodily Injury, Property Damage, and Personal Injury Liability. The Board of Regents of the University of Nebraska is to be named as an additional insured. Requesting MINIMUM coverage of \$150,000,000 per occurrence.
9. Deposits/Payments will be made as required by federal laws governing carriers. Advance payments to carrier must be held in escrow until entire trip is completed. In the event a carrier fails to perform a prepaid charter service, the University requires a 100% refund, regardless of carrier's financial status.

1.4 GENERAL PROPOSAL CONDITIONS (continued)

10. Successful vendor(s) must designate one representative to serve as a contact/liaison between the travel party and the carrier, and to handle all arrangements before, throughout, and after the trip: such as ground handling, schedules, tracking, problems, etc.
11. Evaluation: The evaluation of RFP's will be based upon, but not limited to, the following criteria:
 - Ability to meet specifications and schedule requested.
 - Proposed schedule if different from that specified.
 - Cost.
 - Responsiveness to RFP terms and conditions and requirements of the Athletic Department.
 - Financial analysis of service provider if deemed appropriate.
 - Quality of proposal/aircraft offered.
 - Past performance, business history, departmental preference, fleet size and capacity to perform.
12. Total Cost: All prices quoted shall be for the complete charter flight service offered including complete crew, any and all services to aircraft, expenses of crew, taxes, escrow fees, ferry and layover charges, and baggage handling fee from, to, or between aircraft and terminals, landing fees and any other expense which may be incurred in providing this charter service, unless otherwise designated. In-flight meals and/or snacks are to be figured separately. Additionally, if there is the potential for any added cost for fuel surcharges, the method for calculating such charges must be shown separately and will be considered in evaluating the total cost of the offered charter flight services.
13. The Carrier/Agent is expected to provide charter services in a clean, safe, efficient and lawful manner and in so doing, shall fully comply with all applicable statutes, Federal laws, municipal ordinances, and FAA regulations.

SECTION 2.0: COMPONENTS OF THE PROCESS

2.1 Requirements--Responding to Specifications:

Each bidder responding to this RFP is expected to submit a well organized, easy-to-read, written proposal, which clearly and coherently provides the information outlined in Section 1. Answers and responses to the information required must be numbered to directly coordinate with the number of the inquiry as it appears in RFP.

2.2 Communications:

All questions concerning this RFP shall be in writing, and faxed or e-mailed by the bidder and addressed to:

Roger Spiehs
University of Nebraska–Lincoln
Purchasing Department
1700 Y Street
Lincoln, Nebraska 68588-0645

Fax: (402) 472-2246

E-mail: unlpurchasing2@unl.edu

For additional information concerning bidder questions, clarifications and addenda, see Section 3.0: Proposal Submittal Requirements, Item 3.

2.3 Critical Dates:

2.3.1 See “Key Dates” as set forth on the cover to this RFP.

2.3.2 NOTE: Faxes/emails are not accepted for this RFP.

Proposals must be received by UNL in the Office of University Services, Purchasing Department, 1700 Y Street, University of Nebraska–Lincoln, Lincoln, Nebraska 68588-0645 no later than Wednesday, May 7, 2008 at 3:30PM.

2.3.3 Any bid may be withdrawn prior to the scheduled time for the opening of bids. Unless otherwise stated in this RFP, no Proposal may be rescinded within one-hundred twenty (120) days following the scheduled opening of proposals without the approval of the Director of Purchasing.

2.4 Basis of Selection:

2.4.1 The award of a contract, if any, shall be made to the most responsible bidder, taking into consideration the best interest of the University. While pricing is often an important criterion, it may or may not be determinative. UNL may waive any irregularity or other requirement, which it deems does not materially affect the selection process. Factors that may be considered include, but are not limited to, clarity and responsiveness, conformity with RFP specifications, cost effectiveness, design, delivery, installation, the specific needs of the UNL community, bidder’s reputation and/or past performance, quality of goods and/or services offered to UNL, technical performance, installation, and ability to expand with UNL’s needs.

2.4.2 Proposals will be evaluated, and the contract, if any, awarded and performed in compliance with all relevant University of Nebraska policies.

2.4.3 The deliberations of the evaluation committee are confidential, and no representative of a bidder should directly or indirectly contact any member of the evaluation committee, or any faculty or staff member concerning this RFP, unless permission is explicitly otherwise given to the bidder by the Purchasing Department, for the purposes of providing additional information or facilitating the evaluation. Any attempt by a bidder to contact a member of the evaluation committee or any other faculty or staff member about this RFP can lead to disqualification.

2.4.4 UNL reserves the right to request additional information from a bidder in any format which UNL deems necessary to evaluate the proposals, including formal Q & A or meetings and presentations. The evaluation may include subjective assessment of the proposal materials, including factors not listed specifically in this RFP.

2.5 Negotiation:

UNL reserves the right to conduct discussions and negotiations with any or all respondents to this RFP, concerning any element of or response to this RFP, for the purpose of clarification and modification. Discussion and negotiation may include, but is not limited to, the scope of work, design, schedule, and price.

2.6 Notification of Award:

Upon completion of the evaluation process, the bidders will be notified in writing, or by e-mail, of the identity of the successful bidder. If for any reason, UNL and the successful bidder fail to finalize a contract, UNL reserves the right to attempt to enter into a contract with the next most responsive bidder, based on evaluation results.

2.7 Reservation of Rights: Rejection of Proposals; Non-Responsive Proposals:

UNL reserves the right to reject all proposals received and discontinue the evaluation and selection process at any time. UNL also reserves the right to resolicit proposals in response to this RFP or any amendment of this RFP. If no responsive bids are received by the UNL, UNL reserves the right to negotiate with any firm in order to substantially fulfill the RFP under such terms and conditions as UNL deems best serve its needs.

2.8 Public Information:

Bidders' names are public information at the time proposals are opened at the scheduled bid closing time. Until the successful bidder is determined and announced, UNL will treat all other elements of the proposals as confidential information, not subject to public disclosure. However, once the successful bidder is announced, then the proposals will be treated as public information, except to the extent that any bidder gives UNL specific written notice of information it believes to be proprietary, commercial, a trade secret, or otherwise confidential. Should UNL determine that such bidder-identified information is indeed proprietary or otherwise confidential, then it will not publicly disclose that portion of the proposal without the consent of the bidder, unless otherwise required by law, e.g. judicial order. As a general matter, UNL considers financial statements of privately held companies, if such are a required submission, to be proprietary. Pricing terms appearing in proposals are considered public information.

Bidder shall be chiefly responsible for providing the defense for any challenge to a decision to withhold information contained in a Proposal, based upon bidder's identification of the information as not subject to public disclosure.

SECTION 3.0: PROPOSAL SUBMITTAL REQUIREMENTS

3.1 Submittals and Bid Opening: Faxes/emails are not accepted for this RFP.

Your proposal must be received by UNL in the Office of University Services, Purchasing Department, 1700 Y Street, University of Nebraska, Lincoln, Nebraska 68588-0645 no later than Wednesday, May 7, 2008 at 3:30PM.

At that time, the proposals will be **opened publicly**. NOTE: Faxes or Emails will not be accepted. No proposals received after the opening time will be considered. Information contained in all proposals will be open for public inspection, after a review team has had the opportunity to evaluate all proposals. Bidders may be requested to provide an electronic copy of their proposals. All proposals submitted, along with any exhibits, addenda or modifications, shall be the property of UNL.

3.2 Submitting Proposals: Faxes/emails are not accepted for this RFP.

It is requested that one (1) original and one (1) copy of your bid proposal be submitted with the following items/information:

1. Cover Sheet and Submittals (pages 5, 6 & 7)

2. Attachment A (trip pricing)

NOTE: There are 7 (SE VEN) TRIPS being requested for the “Women’s Volleyball” team at this time. Please make sure you have all 7 (SEVEN) TRIP/TABS as provided in Attachment A.

Each bidder is responsible for making sure their proposal is properly addressed/identified. In order to assure proper processing and receipt, your bid submittal should be returned in an envelope (or parcel) and delivered to/addressed as follows: **University of Nebraska–Lincoln, Office of University Services, Purchasing Department, 1700 Y Street, Lincoln, NE 68588-0645** along with the applicable “**RFP Number**” and “**Title of Bid**” to which you are responding.

If you are delivering your proposal in person, it should be sealed, submitted and labeled in the above manner, and given to an authorized member of the purchasing staff.

3.3 Bidder Questions, Clarifications, and Addenda Interpretation:

It is the responsibility of each bidder to become familiar with the project requirements. Lack of knowledge concerning project requirements will not relieve bidders of the conditions required as responsive to this RFP.

Except in the course of preliminary conference open to all interested parties, should one be held, no interpretation related to the requirements of this RFP will be made verbally to any bidder by UNL. Any request for bid interpretation shall be put in writing and faxed or e-mailed by the bidder and addressed to:

Roger Spiehs, Purchasing
University of Nebraska–Lincoln
Lincoln, Nebraska 68588-0645

FAX (402) 472-2246

E-mail: unlpurchasing2@unl.edu

In order to be given consideration, any requests for interpretation must be received no later than Friday, April 25, 2008. Any and all interpretations and any supplemental instructions provided by UNL shall be in the form of a written addenda to the Request for Proposal, which if issued, will be mailed, e-mailed or faxed to all known interested parties or bidders, or such other form of communication as UNL deems reasonably likely to reach interested parties, by no later than Tuesday, April 29, 2008; provided however, that bidders who were notified of this RFP by accessing the UNL Purchasing Department website are responsible to check the website from time-to-time in order to inform themselves of any addenda to the RFP. The bidder, not UNL, is responsible to secure notification and delivery of any addenda. Failure of any bidder to receive any addenda or other information released by UNL after the initial distribution of this RFP shall not relieve the bidder from the obligations specified in addenda or other releases. All addenda shall be incorporated in the RFP to the same effect as if they were set out in the initial RFP release.

The bidders are solely responsible for providing their correct mailing addresses, email addresses, and fax numbers for any response to inquiries. UNL is not responsible for lost or undeliverable responses.

3.4 Cost of Preparation:

UNL will not be responsible for any costs incurred in preparation of the bidder's proposal.

3.5 Bidder Qualification:

UNL may make any investigations deemed necessary or request any documentation to evaluate the ability of the bidder to perform the specifications of this RFP. The bidder shall furnish UNL with pertinent information and data upon request. UNL reserves the right in its sole discretion to reject any bid based on the facts resulting from an investigation which indicate that a bidder: (a) is not properly qualified to carry out the obligations of any contract awarded; or (b) presents a public image not in keeping with the professional standards and reputation which UNL expects. Conditional bids will not be accepted.

3.6 Exceptions:

Any exceptions with respect to any requirement of this RFP must be specified in writing as part of the submitted proposal. Specific reference must be made with respect to the paragraph numbers and other identifying criteria with respect to any exceptions proposed by the bidder. Generally, UNL will not look favorably upon the request for any exceptions. However, UNL recognizes that in certain instances, an exception may be appropriate, and therefore, will consider and reserves the right to grant exceptions when UNL deems such exceptions promote its best interests. Conditional bids will not be considered.

SECTION 4.0: TERMS AND CONDITIONS

The information contained in this section is a partial listing of standard terms commonly appearing in contracts awarded by UNL. All proposals are subject to these terms, unless otherwise explicitly stated.

4.1 General:

The specifications, terms, and conditions set forth in this RFP and any related award document shall be incorporated by reference, without Bidder exception, into any resulting contract between the University and the successful bidder. Any additional or different terms proposed by the successful bidder are not accepted, unless the same are expressly accepted in writing by UNL. The contract may not be changed in any way except by an instrument in writing signed by both parties. The contract cancels and supersedes any prior understandings or agreements between the parties with respect to the subject matter hereof. Failure of any party to enforce its right under the contract shall not constitute a waiver of such rights or of any other rights under the contract.

4.2 Termination for Cause:

UNL may terminate the contract at any time if the successful bidder fails to carry out its terms or fails to make substantial progress toward the fulfillment of those terms. In such an event, UNL shall provide the successful bidder with a thirty (30) day written notice of the terms in breach. If after such notice, the successful bidder fails to remedy the breach within those 30 days, UNL may immediately cancel the contract.

4.3 Contract Assignment:

Contracts granted pursuant to this RFP shall not be transferred or assigned without prior written consent of UNL.

4.4 Indemnity, General and Patent:

The successful bidder shall indemnify and save harmless UNL and its respective officers, agents and employees from and against any and all liabilities and losses whatsoever, including without limitation, costs and expenses in connection therewith, on account of, or by reason of, injury to or death of, any person whatsoever, or loss of or damage to any property whatsoever, suffered or sustained in the case of, or in connection with, the performance of the contract, except for that liability and loss arising from the acts or omissions of UNL or its agents.

With respect to anything provided to UNL by the bidder pursuant to this RFP, the bidder shall indemnify the University and its respective officers, agents and employees against liability, including costs and attorney's fees for infringement of any United States patent, copyright, trade infringement or other intellectual property right arising out of the manufacture, delivery and use of such by UNL.

4.5 Governing Law; Venue:

The laws of the State of Nebraska shall govern any contract awarded to the successful bidder. Any dispute arising under any contract awarded, which is not settled by agreement of the parties, shall be resolved in forums (except for applicable federal appellate courts) located in the State of Nebraska.

4.6 Force Majeure:

Neither party to the contract shall be liable to the other for damages for any delay in performance arising out of causes beyond its reasonable control and without its fault or negligence, including without limitation: (1) fire, flood or water damage, elements of nature or other acts of God, including any of the foregoing that are harmful to electronic circuitry; (2) outbreak or escalation of hostilities, war, riots, or civil disorders in any country; (3) act or omission of the other party or any governmental authority, (4) labor disputes (whether or not the employees' demands are reasonable or within the party's power to satisfy), (5) non-performance by a third party (including any voice or data telecommunications common carrier), (6) failures or fluctuations in telephone, computer or other telecommunications equipment or lines or other equipment, (7) the real, potential, or credible threat of terrorist activity, or (8) a health emergency (e.g. serious outbreak of contagious disease such as a influenza pandemic) which in the judgment of UNL poses a serious threat to the public health. In the case of any such excusable delay, the non-performing party will be excused from performance of any affected obligation only for so long as the cause of the excusable delay prevails and such party continues to use commercially reasonable efforts to re-commence performance of its obligations as soon as possible; provided however, that the parties may mutually agree that such excusable delay is cause to cancel the contract in its entirety, in which case neither party shall be liable to the other for any further performance in relation obligations arising after cancellation.

4.7 Compliance with Laws and Regulations; Gramm Leach Bliley; University of Nebraska Policies:

This contract must comply with all applicable federal, state and local laws, specifically including all laws and regulations related to the protection and security of any personal information gathered by the successful bidder, such as the Gramm Leach Bliley Act implemented at the University of Nebraska by Presidential Executive Memorandum No. 26 which requires specific vendor contract provisions; and all other applicable policies of the University of Nebraska. Bidder agrees to indemnify UNL against any loss, cost, liability, or damage by reason of bidder's violation of any applicable law or regulation. Any successful bidder must be qualified to conduct the business necessary to the performance of the contract in the State of Nebraska throughout the duration of the contract term or any renewal thereof. The successful bidder shall obtain, at its own cost and expense, all necessary licenses, professional certifications and permits and shall assume the responsibility for and pay all applicable fees and all other taxes, which are now or may be imposed in the future by any governmental authority arising out of the conduct of bidder's business.

4.8 Sexual Harassment:

State and federal law, as well as the policies of the Board of Regents of the University of Nebraska, prohibit sexual harassment of members of the UNL community. Sexual harassment includes any unwelcome sexual advance, any request for a sexual favor, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive environment. UNL contractors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of UNL employees, students and other members of the UNL community. The employer of any person who UNL, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of any contract awarded hereunder to cause such person to be removed from the project site and from UNL premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

4.9 Drug Free Workplace:

The successful bidder agrees that in the performance of this contract, neither the bidder nor any of its employees shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the contract. UNL reserves the right to request a copy of the bidder's Drug Free Workplace Policy. The bidder further agrees to insert a provision similar to this statement in all subcontracts or services required in response to this RFP.

4.10 Weapons Policy:

Possession of dangerous weapons (concealed or unconcealed) on UNL property, on the work site, in UNL vehicles, or in personal vehicles when on UNL property shall be a violation of UNL policy. (A dangerous weapon shall include guns, knives, explosives, or any other device as determined by UNL, which in the manner used or intended is capable of producing death or bodily injury. Devices authorized by the Vice Chancellor for Business and Finance and/or provided to its employees for the purpose of carrying out work responsibilities shall not be deemed dangerous weapons for the purpose of this policy.) Violations of this policy shall make the offender subject to appropriate disciplinary action. Should UNL in its reasonable judgment determine that the bidder or its employee or agent has committed an act in violation of this policy, the bidder agrees as a term and condition of the contract awarded hereunder to cause such person and weapon to be removed from the project site and from UNL premises and to take such other action as may be reasonably necessary to ensure compliance with this weapons policy.

4.11 Equal Opportunity in Procurement and Contracts:

The University of Nebraska recognizes the importance of a strong culturally diverse business community and the positive impact that successful businesses have upon the people of the State of Nebraska. The University of Nebraska assumes a leadership role in actions that will provide business opportunities for all businesses in the State of Nebraska.

Accordingly, the University of Nebraska reaffirms its policy of providing equal opportunity to small business enterprises and to minority, disadvantaged and women owned business enterprises in all aspects of the University of Nebraska's procurement and contracting activities. This includes procurement of contracts for operational supplies and equipment, construction projects and materials, service contracts and License agreements. It is also the University of Nebraska's policy that any person or business seeking the opportunity to do business with the University of Nebraska shall not be discriminated against on the basis of race, color, religion, sex, national or ethnic origin, age, disability, marital status, or veteran status. The University of Nebraska conducts its procurement and contracting activities in a manner designed to prevent unlawful discrimination. University of Nebraska policies are consistent with applicable state and federal laws and regulations prohibiting unlawful discrimination.

4.12 Proprietary Information; Confidential Employee Information; HIPAA; FERPA:

It is to be expected that the parties to the contract may find it necessary to reveal certain proprietary information to each other. The contract may, when proprietary information is exchanged, include certain provisions to mutually protect against the use and disclosure of the proprietary information of each party. In the unusual circumstance that the contract should result in the sharing of employee information protected by the law or University of Nebraska policy, information protected by the Health Insurance Portability and Accountability Act, information protected by the Family Educational Rights and Privacy Act of 1974, or any other information deemed confidential and protected by the law, the parties to the contract agree to maintain the confidentiality of such information to the extent and manner required by the law and University policy.

4.13 Subcontractors:

The successful bidder shall not subcontract all or substantially all of any facet of the Proposal without the prior written approval of UNL. The successful bidder shall be fully responsible for the acts and omissions of its subcontractors and of the persons directly or indirectly employed by them. Every subcontractor shall be bound by the terms of any contract awarded under this RFP; provided however, that no contractual relationship shall exist between any subcontractor and UNL, unless it is evidenced in a separate contract independent of the contract with the successful bidder.

4.14 Legislative Funding Out Clause:

Notwithstanding any provision in the contract to the contrary, if the legislative body appropriating funds, does not allocate sufficient funds to allow UNL to make any periodic payment agreed to in the contract for any future fiscal period, UNL will not be obligated to pay the contract balance remaining at the time of the governmental funding short-fall.

4.15 Hazardous Waste Generated by Contractors:

Any hazardous waste that is generated from the performance of any contract awarded shall be properly disposed of by the successful bidder in a timely fashion and in accordance with applicable hazardous waste laws and regulations. The cost for hazardous waste management and disposal is successful bidder's responsibility. Should UNL deem it prudent to dispose of any hazardous waste left on its property, as a result of the successful bidder's failure to meet its responsibilities, all costs associated with such disposal shall be deducted from any amount yet to be paid to the bidder and/or billed to the bidder. University Environmental Health Services is to be notified of all hazardous waste issues. Any non-hazardous waste generated in the performance of this contract must be disposed of off campus by the successful bidder.

4.16 Delivery; F.O.B.; Shipping:

The successful bidder shall bear all costs of transportation, packing, crating, delivery, installation, storage, and service under warranty for any goods or related services, delivered pursuant to the contract. The successful bidder shall be responsible for and make delivery, including costs of delivery, cartage, temporary storage, off-loading costs, and insurance, F.O.B. destination: University of Nebraska -Lincoln, Lincoln, Nebraska. Unless otherwise specified, all shipments will utilize the best commercial practice to insure safe arrival at the UNL delivery point.

4.17 Quantity:

With respect to quantity of any good purchased under the contract, UNL need not accept any variation in quantity except as specified in the contract. Over-shipments may be returned to the bidder at its expense, which shall include a reasonable cost for UNL handling, or be retained by UNL at no increase in price.

4.18 Inspection:

UNL may, at any time in the course of the contract, inspect and test materials and supplies being used in the performance of the contract, including at the point of manufacture. If inspection and tests are made on contractor's premises, contractor without additional charge, shall provide reasonable facilities and assistance for the safety and convenience of the testing/inspection personnel. Except as otherwise agreed in writing, all goods, equipment and supplies furnished under the contract shall be subject to final inspection and acceptance by UNL at the delivery destination.

4.19 Liens:

Successful bidder warrants that it has title to any goods delivered under the contract and shall deliver same free of all liens, claims, and encumbrances.

4.20 Federal, State and Local Sales Taxes; Federal Excise Taxes:

Purchases made by the University of Nebraska are exempt from the payment of State Sales and Use Taxes and Federal Excise Taxes. Certification of these exemptions will be provided to the successful bidder upon request.

4.21 Ambiguities:

Should the successful bidder perceive an ambiguity in the contract, the successful bidder shall request an interpretation from UNL before proceeding. If a successful bidder fails to make such a request, failure to perform with respect to the alleged ambiguity shall not be excused.

4.22 Legal Relationship:

The contractor shall under no circumstances be considered as an agent or employee of the University and shall have no right or authority to, in any manner, obligate the University to any person or company except as authorized in writing by the University.

4.23. Use of University Names and Logos:

The contractor shall not use any University name, sign, logo, symbol, etc. for any purpose, without the prior written approval of the University. Use of University brands generally requires licensing.

4.24. Improper Business Relationships and Conflict of Interest Prohibited:

In connection with this RFP, each bidder shall ensure that no improper, unethical, or illegal relationships, or conflict of interest exists between or among the bidders, the University and any staff and faculty, and any other party to this RFP. The University reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not bidder disqualification and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

4.25. Equal Opportunity Clause Certification of Non-Segregated Facilities:

This form has been attached. Please sign and return with your response. Form will be required before award.

**UNIVERSITY OF NEBRASKA
EQUAL OPPORTUNITY CLAUSE AND CERTIFICATION OF
NON-SEGREGATED FACILITIES**

Unless otherwise exempted by rules, regulations or orders issued under Executive Order 11246, during the performance of each order received from the Buyer:

"(1) The Contractor will not discriminate against any employee or applicant of employment because of race, color, religion, sex or national origin. 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 or national origin. 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 forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(2) The contractor will, in all solicitations or advertisement of employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of Sept. 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of Sept. 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of Sept. 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 24 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Seller certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

Seller agrees that a breach of this certification is a violation of the Equal Opportunity clause in this certification. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, or color or national origin, because of habit, local custom or otherwise.

During the performance of furnishing goods or services as stipulated in any purchase order, contract, or agreement whether written or verbal, the contractor agrees that the concern presented will comply with the provisions of 41 CFR 60-741.4 relating to employment of the Handicapped and 41 CFR 50-250.3 relating to employment of Disabled Veterans and Vietnam Era Veterans.

Moreover, if annual sales to the University of Nebraska exceeds \$50,000, I certify that our firm has on file an Affirmative Action Compliance Program," dated _____, or that our firm is exempt for the following reason: _____

During the performances of furnishing goods or services as stipulated in any purchase order, contract, or agreement whether written or verbal, the undersigned certifies that the concern represented will comply with the provisions of Executive Order 11246 as amended, and all rules, regulations and relevant orders of the Secretary of Labor, and will incorporate by reference in each contract and in each order which is within the scope of the regulations the clause relating to Equal Opportunity contained in 41 CFR 60-1.4, and the clauses relating to Employment of the Handicapped contained in 41 CFR 60-741.4, and Employment of Disabled and Vietnam Era Veterans, 41 CFR 50-250.3. The concern further agrees to comply with all existing federal, state and city legislation Prohibiting discrimination in all phases of its performances and certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

Firm	Address	City State Zip
Signature of Authorized	Title	Date Representative
Federal I.D. # _____		

Please Return to: University of Nebraska-Lincoln, 1700 Y Street, Lincoln, NE 68588-0645