



University of Nebraska–Lincoln
March 7, 2008
Request for Proposals #725205
DWDM Optical Network Equipment
For
University of Nebraska Computing Services Network (UNCSN)

Key Dates and Times:

Bids Due: March 25, 2008, 2:30 PM Local Time

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

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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SECTION 1.0: COVER SHEET AND SPECIFICATIONS

**PROPOSAL COVER SHEET
UNIVERSITY OF NEBRASKA**

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

PROPOSAL IN RESPONSE TO RFP #725205

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 (NU) and hereby proposes to supply such at the prices stated and in accordance with the Proposal accompanying this cover sheet.

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.

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 NU from obtaining the most advantageous response possible to this RFP.

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

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 _____

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

Specifications

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

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

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.

1.1 History and Background of Bidder:

- A. Describe your company (a brief history may be appropriate), the nature of its legal entity (e.g. a Nebraska corporation, a limited partnership), its size and locations, and number of employees. Confirm that your company is qualified to do business in Nebraska.
- C. Identify any litigation or claim brought against your company within the last seven years, which might reflect adversely on your company’s professional image or ability in relation to providing the goods or services sought under this RFP.
- D. Is your company currently for sale or involved in any transaction to expand or to become acquired by or merged with another organization? If so, please explain. Has your company been involved in any reorganization, acquisition or merger within the last two years? If so, please explain.

1.2 Description of the Good or Service Sought:

A. Introduction

1. The University of Nebraska Computing Services Network (UNCSN) is requesting proposals from qualified Suppliers for the purchase and delivery of carrier class DWDM Optical Network Equipment to light dark fiber between Lincoln (UNCSN at UNL) and Omaha (UNMC). This equipment will need to carry FICON, Fibre Channel, GigE and 10GigE waves to meet disaster preparedness objectives of the University. It is our intent to receive sealed proposals from qualified Suppliers, demonstrating the capability to provide the quality of product and/or service required to meet the needs and objectives of the University.

Currently, the University has secured a single pair of fiber between the Lincoln(Nebraska Hall) and the Omaha(UNMC). The approximate fiber distance between the Lincoln Site and the Omaha Site is 115 miles. If the Bidders proposed equipment is unable to push the signal the entire distance a signal regeneration location is available in Syracuse, Nebraska. The Syracuse location is approximately 57 miles from the Lincoln Site and approximately 68 miles from the Omaha Site.

Potentially, day 1 service could include the need for six 10GigE interfaces, eight 1GigE interfaces, sixteen 2Gig FICON interfaces, one 4Gig FICON interface and two Fibre Channel interfaces.

The University encourages alternate proposals, which may result in cost reductions, technical superiority, and/or other advantages, but must be clearly labeled as an alternate proposal.

B. Optical Equipment Requirements

For the following questions/requirements please answer the question if applicable and indicate if you comply or do not comply with the requirements. Please state in detail the functionality of the Bidders solution for each question/requirement.

1. The optical amplifier should operate in the frequency spectrum 1530 nm – 1562 nm.

_____ **Comply** _____ **Do Not Comply**

Response/Details: _____

2. The solution must amplify a 10G signal on a single 100 km ITU G.652 (SMF-28-E) span and a single 100 km ITU G.655 (Corning MetroCor) span supporting a minimum BER of 10⁻¹².

_____ **Comply** _____ **Do Not Comply**

Response/Details: _____

3. Amplifier must support 50 or 100 GHz channel separation as defined by the ITU G.694.1 specification.

_____ **Comply** _____ **Do Not Comply**

Response/Details: _____

4. Amplifier should support constant gain and constant power modes.

_____ **Comply** _____ **Do Not Comply**

Response/Details: _____

5. Amplifier should support a dual-pump feature and allow for Dispersion Compensation Units (DCUs) to be connected between the first and second pumps.

_____ **Comply** _____ **Do Not Comply**

Response/Details: _____

6. Laser safety features such as Automatic Laser Shutdown (ALS) must be supported.

_____ **Comply** _____ **Do Not Comply**

Response/Details: _____

7. The equipment shall automatically adjust all amplifiers and attenuators such that no operation intervention is required. No manual adjustment of amplifiers or attenuators shall be required.

Comply **Do Not Comply**

Response/Details: _____

8. Amplification must support redundant power supplies.

Comply **Do Not Comply**

Response/Details: _____

9. The amplifier should be capable of gain of 20 dB or greater.

Comply **Do Not Comply**

Response/Details: _____

10. The amplifier must be manageable using a TCP/IP GUI interface.

Comply **Do Not Comply**

Response/Details: _____

11. The amplifier should support channel power monitoring/reporting.

Comply **Do Not Comply**

Response/Details: _____

12. System should provide up to 32 channels.

_____ **Comply** _____ **Do Not Comply**

Response/Details: _____

13. System should support the capability for customer equipment fitted with ITU optics, the ability to directly connect to an optical filter or ROADM avoiding the use of transponders.

_____ **Comply** _____ **Do Not Comply**

Response/Details: _____

14. System should support optical channel protection for 2.5G and 10G signals within the chassis. If an external protection component is required, the Supplier should list that component as a function of the solution.

_____ **Comply** _____ **Do Not Comply**

Response/Details: _____

15. System must support linear, ring and OADM configurations.

_____ **Comply** _____ **Do Not Comply**

Response/Details: _____

16. System should support mesh configurations.

_____ **Comply** _____ **Do Not Comply**

Response/Details: _____

17. System must support individual span distances of 100 km on G.652, G.655 & SMF-28-E.

_____ **Comply** _____ **Do Not Comply**

Response/Details: _____

18. Client interfaces must support: GigE, 10 GigE, 1G FC, 2G FC, 4G FC, OC-48, OC-192, FICON, ESCON.. Supplier should list additional supported interface types.

_____ **Comply** _____ **Do Not Comply**

Response/Details: _____

19. All plug-in modules must be hot-swappable. Removing and replacing modules must not affect service on other modules. Control/processor modules must be hot-swappable without affecting existing services.

_____ **Comply** _____ **Do Not Comply**

Response/Details: _____

20. System must support minimum bit error rate levels of 10^{-12} .

_____ **Comply** _____ **Do Not Comply**

Response/Details: _____

21. System must support Forward Error Correction. Enhanced Forward Error Correction is preferred.

_____ **Comply** _____ **Do Not Comply**

Response/Details: _____

22. Supply a brief description of the product family and specific product recommended for this solution.

_____ **Comply** _____ **Do Not Comply**

Response/Details: _____

23. Define the channel spacing capabilities of the product (G.694.1, G.694.2).

Response/Details: _____

24. Define the ITU optics supported by the product. Will the platform support future 40Gig channels?

Response/Details: _____

25. Define the maximum number of unprotected and protected channels supported by the product.

Response/Details: _____

26. Does the product support client connections that utilize ITU optics? Describe where (channel filter, ROADM) these connections would attach to the product.

_____ **Comply** _____ **Do Not Comply**

Response/Details: _____

27. Define how client interfaces are supported (transponder, muxponder, aggregation shelf). List the card models supporting client interfaces.

Response/Details: _____

28. Does the product support ITU tunable optics? If yes, identify the channel range and bands supported.

_____ **Comply** _____ **Do Not Comply**

Response/Details: _____

29. Identify the topologies that are supported by the product (linear, ring, mesh, star)

Response/Details: _____

30. Does the product support multi-shelf implementations? Describe how the platform is expanded to supply additional channel capacity. Is this expansion service affecting? Can the east & west fiber paths be run from two different shelves? Does a multi-shelf node support a single IP address?

_____ **Comply** _____ **Do Not Comply**

Response/Details: _____

31. What are the base electrical requirements (120 or 220 AC, -48 DC)?

Response/Details: _____

32. Describe the redundancy features within the product (processor, line card, power supplies).

Response/Details: _____

33. Describe how optical protection is performed (ring/meshed O-UPSR, individual channel protection) and if this protection is provided within the product chassis or externally.

Response/Details: _____

34. Does the system support hit-less processor failovers? Does the system support hit-less software upgrades?

_____ **Comply** _____ **Do Not Comply**

Response/Details: _____

35. Does the client interfaces support client and network facing loopbacks? Are there any wave length latency (“ping test”) testing that shows round-trip times? Does the platform support an integrated BERT capability?

_____ **Comply** _____ **Do Not Comply**

Response/Details: _____

36. Define how the system is programmed at initial startup (basic configuration), the command syntax for additional configuration and channel provisioning.

Response/Details: _____

37. For optically protected channels, how would the operator switch the channel from working to protect paths? What are the parameters associated with automatic protection switching (LOS, LOF, BER, amplifier gain or other power thresholds)?

Response/Details: _____

38. Are the platform configurations exportable for safekeeping and can they be downloaded to a new system as in the case of a total chassis or processor replacement? What network protocols are used for this activity?

Response/Details: _____

39. Describe the software upgrade process.

Response/Details: _____

40. Is there any pre-configuration of a card slot required prior to inserting a new card?

Response/Details: _____

41. Define the process necessary for adding a new unprotected channel to an existing system?

Response/Details: _____

42. Describe the Network Monitoring System (NMS) for the product family or individual product model and the operating system and platform required to run the system.

Response/Details: _____

43. Does the NMS support real-time statistics collection for client interfaces, optical channel power levels at the transponder trunk and client side or across the filters/ROADMs, amplifier channel powers, electrical power usage (load), laser temperatures or other statistics valuable to the operations of the platform?

_____ **Comply** _____ **Do Not Comply**

Response/Details: _____

44. Does the NMS support alarm correlation?

_____ **Comply** _____ **Do Not Comply**

Response/Details: _____

45. Does the NMS support multiple security levels such as read-only and levels of security with update ability?

_____ **Comply** _____ **Do Not Comply**

Response/Details: _____

46. Does the NMS tie to a security system such as TACACS?

_____ **Comply** _____ **Do Not Comply**

Response/Details: _____

47. Does the NMS support the setting of baseline thresholds such as optical channel power levels at points within the network that allow for alarm generation for out-of-spec signals?

_____ **Comply** _____ **Do Not Comply**

Response/Details: _____

48. Can the NMS show the path an individual optical channel is transversing in real-time?

_____ **Comply** _____ **Do Not Comply**

Response/Details: _____

49. What is the standard warrantee period for these products?

Response/Details: _____

50. Include the hardware & software maintenance programs offered by the Supplier?

Response/Details: _____

51. Does the Supplier offer detailed customer training courses on the products contained within this proposal for system engineering, operations and field support personnel.

_____ **Comply** _____ **Do Not Comply**

Response/Details: _____

52. Does the Supplier support 4-hour hardware replacement?

_____ **Comply** _____ **Do Not Comply**

Response/Details: _____

53. Does the current Supplier hardware depot method allow for this level of service? If not, would the Supplier support next business day replacement?

_____ **Comply** _____ **Do Not Comply**

Response/Details: _____

54. List all device certifications that have been acquired for these product(s) (IBM GDPS, EMC & Hitachi Storage certifications, etc).

Response/Details: _____

55. Are the products contained within this proposal UL, CE and/or NEBS approved and compliant?

Response/Details: _____

C. Site Locations

Currently, the University has secured a single pair of fiber between the Lincoln Site and the Omaha Site below. The approximate fiber distance between the Lincoln Site and the Omaha Site is 115 miles. If the Bidders proposed equipment is unable to push the signal the entire distance a signal regeneration location is available in Syracuse, Nebraska. The Syracuse location is approximately 57 miles from the Lincoln Site and approximately 68 miles from the Omaha Site.

Lincoln Site:
230 Nebraska Hall
901 North 17th
Lincoln, NE 68588-0521

Omaha Site:
4230 Leavnworth
Omaha, NE 98763

D. Business Profile:

1. Financial – If requested, Providers need only supply one copy of the following.

Public Companies

- Annual reports for the last three (3) years
- History and description of the company
- Recent reports from securities analysts
- Published reports about the company

Private Companies

- Audited financial statements or tax forms from three years
- History and description of the company
- Published reports about the company, if any

2. Credit rating/report, letter from bank, suppliers.

3. Security/Risk Management: Providers must provide a description of all Security/Risk Management measures in place to protect both the Provider's dark fiber network and the University's equipment located in the Provider's facilities.

1.3 Price; Term:

In order to permit an orderly comparison of proposals received, it is requested that each Provider use the following detailed format. **Failure to complete the University forms may disqualify your proposal.**

E. Pricing:

1. DWDM Optical Equipment: Include six 10Gig interfaces, eight 1Gig interfaces, sixteen 2Gig FICON interfaces, one 4Gig FICON interface and two Fibre Channel interfaces:

**Note the University will need two DWDM optical boxes, one per each end of fiber. **
Note the University may not purchase all quantities of each card listed.

Please provide individual itemized pricing for any of your product line. This allows the University to purchase additional cards/components to meet changing needs and requirements.

Regarding optional equipment, remember to consider the overall 115 mile distance of the project and include any signal regeneration equipment that may need to be included in your solution.

A. Cost for device meeting the above specs: \$_____

Cost for device meeting the above specs including the ability to accept redundant fiber and for interfaces to fail over to the redundant fiber: \$_____

Provide itemized pricing per individual card/chassis below; include pricing for any card or cards that must accompany any of the specific cards below:

Please specify if the card will accept a redundant fiber and the cost to enable the fail over feature.

<u>Qty.</u>	<u>Description</u>	<u>Price</u>
B. 1	10 Gig Card	\$_____ per card
C. 1	1 Gig Card	\$_____ per card
D. 1	2 Gig FICON Card	\$_____ per card
E. 1	4 Gig FICON Card	\$_____ per card
F. 1	Fibre Channel Card	\$_____ per card
G. 1	DWDM Optical Chassis	\$_____ per chassis

H. Any additional recurring charges with description:

<u>Description</u>	<u>Price</u>	<u>Unit</u>
_____	\$ _____	per ____
_____	\$ _____	per ____
_____	\$ _____	per ____

I. Any additional nonrecurring charges:

<u>Description</u>	<u>Price</u>	<u>Unit</u>
_____	\$ _____	per ____
_____	\$ _____	per ____
_____	\$ _____	per ____

J. Any optional equipment:

<u>Description</u>	<u>Price</u>	<u>Unit</u>
_____	\$ _____	per ____
_____	\$ _____	per ____
_____	\$ _____	per ____

2. Maintenance: Provide Annual Pricing for Maintenance per DWDM network device for five (5) year term and three optional five (5) year terms.

A. Initial five year term equipment maintenance \$ _____ per year

B. 2nd five year term equipment maintenance \$ _____ per year

C. 3rd five year term equipment maintenance \$ _____ per year

D. 4th five year term equipment maintenance \$ _____ per year

E. If available, provide Pricing for equipment Maintenance, with a one-time payment and a twenty (20) year term.

Equipment maintenance pricing, one time payment for twenty (20) year term \$ _____

F. Provide any other Equipment Maintenance Pricing options or contract terms you would like to propose.

3. Other Costs:

A. Provide and itemize all other costs associated with each DWDM optical device.

B. Provide and list any other services proposed with the associated pricing for each service.

4. **Training:** Optional training on optical equipment per hour.

A. On-site training costs per hour: \$_____

B. Off-site training costs per hour: \$_____

If free training is offered in the Bidders solution, please indicate the amount of hours of on-site and off-site training.

Proposal Content:

Providers shall ensure that all information required herein be submitted with the proposal. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Providers are encouraged to provide any additional information describing operational abilities. Responses to each requirement below should be in order and clearly marked with the section number to which they respond. All sections in the RFP should be responded to in detail as part of the Provider's response. Providers must respond to items in bold type in Section 1.2 of this RFP.

1.4 References:

Provide at least three client references (including length and nature of service relationship, name of the contact person, title, phone number, and address) with whom your firm has done comparable business with in the past year.

1.5 Insurance:

Describe the nature and extent of the general liability insurance (including completed operations) and workers compensation insurance carried to protect the bidder, recognizing that NU may require additional insurance to protect itself in relation to this project. NU requires that the Board of Regents of the University of Nebraska be added to any policy as an additional named insured. The successful bidder will be required to provide a certificate of insurance in the form attached as Exhibit A prior to the start of the work.

1.6 Implementation/Delivery Time Line:

It is the University's intent to have the network operational in 2008. Regent's approval may be required, which would impact the timing and activities necessary for award.

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 1.0: Cover Sheet; Specifications. Answers and responses to the information required by Section 1.0 must be numbered to directly coordinate with the number of the inquiry as it appears in Section 1.0.

2.2 Communications:

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

Carl E. Hutchison
1700 Y Street
University of Nebraska–Lincoln
Lincoln, Nebraska 68588-0645

Fax: (402)472-2246
E-mail: unlpurchasing2@unl.edu

For additional information concerning bidder questions, clarifications and addenda, see Page 23, Section 3.0: Proposal Submittal Requirements, item 3.3.

2.3.2 Proposals are due upon the date and time set forth on the cover to this RFP.

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 ninety (90) 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. NU shall establish evaluation criteria and their components before proposals are opened. NU 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 NU community, bidder's reputation and/or past performance, quality of goods and/or services offered to NU, technical performance, installation, and ability to expand with NU'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 NU reserves the right to request additional information from a bidder in any format which NU 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.

2.4.5 Bidders may be required to submit samples of any item or product offered in response to this RFP. Each sample must be clearly identified by the name of the bidder, name of the manufacturer, or other information, if requested, relevant to the evaluation of the sample.

2.5 Negotiation:

NU 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, NU and the successful bidder fail to finalize a contract, NU 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:

NU reserves the right to reject all proposals received and discontinue the evaluation and selection process at any time. NU 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 NU, NU reserves the right to negotiate with any firm in order to substantially fulfill the RFP under such terms and conditions as NU 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, NU 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 NU specific written notice of information it believes to be proprietary, commercial, a trade secret, or otherwise confidential. Should NU 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, NU 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.

2.9 Board of Regents Approval:

In certain instances, the Bylaws and Policies of the Board of Regents of the University of Nebraska require that the Board approve the award of a contract. Bidders shall be notified if Board of Regents approval is required. In such cases, no contract or award shall be enforceable absent the Regents' approval.

SECTION 3.0: PROPOSAL SUBMITTAL REQUIREMENTS

3.1 Submittals and Bid Opening:

One (1) original and two (2) copies, marked accordingly must be received by NU in the Office of University Services, Purchasing Department, 1700 Y Street, University of Nebraska–Lincoln, Lincoln, Nebraska 68588-0645 no later than the date and time set forth on the cover of this RFP. At that time, the proposals will be **opened publicly**. No proposals received after the opening time will be considered. 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 NU.

3.2 Mailing/Delivery:

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 the 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 NU. Any request for bid interpretation shall be put in writing and faxed or e-mailed by the bidder and addressed to:

Carl E. Hutchison
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 March 18, 2008. Any and all interpretations and any supplemental instructions provided by NU 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 NU deems reasonably likely to reach interested parties; 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 NU, is responsible to secure notification and delivery of an addenda. Failure of any bidder to receive any addenda or other information released by NU 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. NU is not responsible for lost or undeliverable responses.

3.4 Cost of Preparation:

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

3.5 Bidder Qualification:

NU 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 NU with pertinent information and data upon request. NU 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 NU expects.

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 to the paragraph numbers and other identifying criteria with respect to any exceptions proposed by the bidder. Generally, NU will not look favorably upon the request for any exceptions. However, NU recognizes that in certain instances, an exception may be appropriate, and therefore, will consider and reserves the right to grant exceptions when NU deems such exceptions promote its best interests

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 NU. 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 NU. 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:

NU 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, NU 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 thirty (30) days, NU 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 NU.

4.4 Indemnity, General and Patent:

The successful bidder shall indemnify and save harmless NU 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 NU or its agents.

With respect to anything provided to NU 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 NU.

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 NU 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 NU 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 NU 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. NU contractors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of NU employees, students and other members of the NU community. The employer of any person who NU, 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 NU 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. NU 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 NU property, on the work site, in NU vehicles, or in personal vehicles when on NU property shall be a violation of NU policy. (A dangerous weapon shall include guns, knives, explosives, or any other device as determined by NU, 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 NU 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 NU 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. (See Attachment Equal Opportunity Form)

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 NU. 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 NU 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 NU to make any periodic payment agreed to in the contract for any future fiscal period, NU will not be obligated to pay the contract balance remaining at the time of the governmental funding short-fall.

4.15 Parking:

NU shall not be responsible for providing parking for successful bidder's parking needs. The successful bidder and/or its employees and agents will be solely responsible for any fines resulting from parking violations occurring on NU property.

4.16 Building Rules and Regulations; Tobacco Use:

Employees of the successful bidder and any subcontractors shall comply with all NU rules and regulations pertaining to conduct in NU's facilities. NU reserves the right to request the removal or replacement of any bidder or subcontractor employee who fails to comply with such rules and regulations.

All buildings and University owned vehicles on the NU campus are tobacco-free. Use of tobacco products is not permitted inside any NU facility. The successful bidder is expected to respect this tobacco-free policy and fully comply with it.

4.17 Use of Premises:

To the extent that any contract awarded requires the successful bidder or its employees or agents to be present on or within NU's properties, then the bidder shall limit its presence and activities to such areas as are reasonably necessary in order to perform under the contract. The successful bidder shall take such precautions as are required to avoid damage to buildings, facilities, utilities, ground resources, trees and landscape amenities, and other properties adjacent to the bidder's activities within the scope of the contract and agrees to be responsible and/or carry out any repairs for which it is liable, as a result of its performance under the contract.

4.18 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 NU 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.

4.19 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 NU delivery points.

4.20 Quantity:

With respect to quantity of any good purchased under the contract, NU 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 NU handling, or be retained by NU at no increase in price.

4.21 Inspection:

NU 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 NU at the delivery destination.

4.22 Defective Goods or Work:

NU, notwithstanding any prior acceptance, at its option, may reject or require prompt correction (in place or elsewhere) of any goods, equipment, supplies, or other work, which are defective in material or workmanship or otherwise fail to meet the requirements of the contract. All supplies furnished under the contract shall be subject to inspection at F.O.B. destination, and successful bidder shall be given notice of any defects, other than latent defects, within a reasonable time after receipt of the goods, equipment, and supplies, along with all records of delivery. NU may, in addition to any rights it may have by law, prepare for shipment and ship the defective goods, equipment, and supplies to the successful bidder, require the successful bidder to remove them, or direct a correction in place. The expense of any such remedy shall be borne by the successful bidder, including any excess cost.

4.23 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.

4.24 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.

4.25 Ambiguities:

Should the successful bidder perceive an ambiguity in the contract, the successful bidder shall request an interpretation from NU 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.

4.26 Recycling Policy:

When purchasing products, materials, or supplies for use, the University, when making such purchases shall actively pursue the purchase of products, materials, or supplies which are manufactured or produced with at least 10% post-consumer recycled materials. This policy shall not operate when it would result in the purchase of products, materials, or supplies that are of inadequate quality, not readily available or substantially higher in cost. It is the intent of the University to continually increase the percentage produced from post-consumer recycled material, and, to increase each year the types and variety of products, materials, or supplies purchased with post-consumer recycled material.

4.27 Contractor Identification:

The Contractor shall cause each of its employees or any person acting on behalf of the Contractor, while providing goods/services to the University under this Agreement and working on University property, to carry identification, with photo, showing that the individual is an employee or person acting on behalf of the Contractor. A badge worn outside of clothing is appropriate for this purpose. Such identification shall be produced upon request of any University representative, in order to confirm that the Contractor's representative is authorized to be present on University property and/or performing as authorized by the Agreement. Whereas campus security is of utmost importance, failure of any Contractor representative to produce the requisite identification upon request, shall be a material breach of the Agreement and shall be cause, at the discretion of the University, for immediate termination of the Agreement. For those who commonly wear a work uniform, such uniform shall be worn while providing the services related to this Agreement in order that the University may quickly and clearly identify Contractor's service representatives when necessary. A uniform, however, does not take the place of a photo identification badge.

4.28 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.

4.29 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.

4.30 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.

4.31 Electronic and Information Technology Accessibility:

All electronic and information technology procurements, agreements, and contracts shall comply with Section 508 of the Rehabilitation Act of 1998 as amended.

4.32 Equal Opportunity Clause Certification of Non-Segregated Facilities

Is hereby contained as Exhibit B and shall be duly executed by the vendor upon submission of proposal.