



University of Nebraska–Lincoln
October 15, 2009
Request for Proposals #725630

For

UNL Jackie Gaughan Multicultural Center Wiring Project

Key Dates and Times:

Mandatory preliminary conference: Thursday, October 22, 2009, at 10:00 A.M., Local Time at the office of University Services, Purchasing Department, Conference Room, 1700 Y Street, Lincoln, Nebraska.

Bids Due: Friday, October 30, 2009, at 2:30 P.M., Local Time at the 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-LINCOLN
Office of University Services
Purchasing Department
1700 "Y" Street
Lincoln, Nebraska 68588-0645**

PROPOSAL IN RESPONSE TO RFP #725630

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

The successful bidder, on behalf of itself and any other subcontractor to the Contract, agrees that it shall use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. Reference Neb. Rev.Stat. 4-108 to 4-114

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 _____

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

Specifications

The University of Nebraska–Lincoln (“UNL”) invites proposals from qualified bidders to provide the goods and/or services described below. If the RFP process is successful, UNL 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 **General Description and Requirements:**

- A. This project shall consist of providing all labor and materials necessary to install data/telephone/video cables into University of Nebraska-Lincoln Jackie Gaughan Multicultural Center.
- B. The information transport and infrastructure specifications, which follow, describe the information transport requirements for installing data/telephone/video cabling in the University of Nebraska-Lincoln Jackie Gaughan Multicultural Center. **Completion date for the Jackie Gaughan Multicultural Center Wiring Project is December 31, 2009.**
- C. Installation of data cabling in the Jackie Gaughan Multicultural Center can start anytime after October 30th, 2009.
- D. The ultimate goal of this project is to provide the UNL students/faculty/staff in the Jackie Gaughan Multicultural Center the ability to rapidly and easily exchange information through the use of information technology. This information exchange will include high performance data/telephone connections to the UNL Network utilizing copper and fiber; and video connections utilizing coax, from specified rooms in the UNL Jackie Gaughan Multicultural Center to centralized distribution points to be determined.
- E. **The top priority of the specifications of the RFP is to provide reliable high end data connectivity to our students/faculty/staff, in full compliance with the EIA/TIA-568-A, A-1, A-2, A-3, A-4, A-5(e), 569-A, 606, 607, TSB – 67, 72, 75, 95 Telecommunications Wiring Standards.**
- F. **UNL has selected the Systimax Structured Cabling System as our high performance cabling/wire standard. These products must be used in the UNL Jackie Gaughan Multicultural Center project, to maintain a single system for maintenance and equipment for the entire campus.**
- G. Distribution points will be established in The Jackie Gaughan Multicultural Center prior to the start of wiring. These areas will be located to allow cable installation from the closet to the outlet in each room to stay within the 90 meters distance limitations established for high performance copper twisted pair, but should be verified by the installer.

H. Minimum Qualifications for Cable/Wire Contractors:

- I. The Contractor must be a firm or corporation organized and licensed to do business in the State of Nebraska with at least five (5) years experience installing and maintaining high-performance structured cabling systems.
- II. The Contractor must be able to prove its ability and experience to install, maintain, and support the transport system as well as be able to guarantee its long-term stability.
- III. The Contractor must be able to prove that it has installed and maintained operationally equivalent systems of the same approximate size(s), model(s), and manufacturer(s) as that specified for UNL that are in at least three (3) non-test locations.
- IV. The Contractor must be familiar with the Systimax Structured Cabling System and product line and have experience with the installation of these products so the finished product can meet the certification standards. Contractor will be required to provide the Systimax Solutions twenty (20) year warranty on the installed and certified wiring system.
- V. The Contractor will be required to comply with all standard terms and conditions covering contracts issued by the University of Nebraska-Lincoln. A copy of the applicable terms and conditions are contained or attached to this RFP.

I. Technical Specifications:

- I. The plant specified herein is designed to perform as the distribution media for several different types of communications including, but not limited to, data, alarm, telemetry, and possibly some compressed video. For this reason, it is imperative that all cable and related facilities should be the best commercial quality rated and guaranteed for a minimum of twenty (20) years service.
- II. Cable should be handled according to manufacturer's specifications and recommendations, including, but not limited to, minimum bend radius, pulling tension, sheath wrinkling, etc., and in accordance with prudent standards of installation practice. **No cable distance between the room outlet and the Communications Closet shall exceed 90 meters.**
- III. Station Wiring:
 - a. Station Wiring (in the context of this RFP for data wiring) should be defined as that wiring that connects an individual room outlet supporting a data connection between the room outlet and the data port in the patch panel located in the Communications Closet.
 - b. The standard station-wiring plan will consist of the following:
 - Two (2) sheaths of plenum rated, four-pair unshielded, 23 AWG, twisted copper pair, Systimax Solutions 2071E in white for data, and one (1) sheath of plenum rated, four-pair unshielded, 23 AWG, twisted copper pair Systimax 2061 in grey for voice.

- Data cabling should terminate at the user end in ivory Systimax Solutions M-series 3-hole faceplates on keyed eight (8) conductor MGS-400 jacks (color gray for data, ivory for voice). The two (2) gray data jacks shall be in positions one (1) and two (2), with the ivory voice jack in position three (3).
 - Termination should be EIA/TIA-568 wiring option T568B. Termination in the Communications Room to be on Systimax Solutions 1100GS3 48 port Gigaspeed Patch panels for data, Systimax 110 Block with legs for voice. Termination must conform to Systimax Structured Cabling System installation rules and meet the full Gigaspeed performance standards and certification.
- c. Cabling must be rated as Underwriters Laboratories (UL) level V or EIA/TIA and must be stamped with the “UL” approval mark.
- d. Faceplates shall be “Ivory” in color. The eight-position MGS 400 jacks to be gray color for data and ivory for voice. The contractor provided cabling shall be white for the 2071E data cabling and grey 2061 for voice. All hardware to be Systimax Structured Cabling System standard hardware for Gigaspeed performance.
- e. All cable **must be installed without any splices** or intermediate distribution points. Cable installation is “home-run” between the outlet in the work area and the jack location on the patch panels in the Communications Closet. **All outlets shall be tested and certified to meet performance standards up to Systimax Solutions Gigaspeed specifications. Testing should be done regularly as a floor or hall is completed and test results provided to the UNL IS Infrastructure Office. UNL IS Infrastructure will conduct random testing.**
- f. Systimax Solutions 1100GS3 Patch Panels shall be mounted in **contractor provided Panduit Netframe Racks with Netframe wire/patch cord vertical and horizontal management system. An additional four-post rack above what is needed to terminate wiring is needed in each of the Communications Closets for Network equipment.**
- g. All outlets must be labeled at both the work area location and on the patch panels in the Communications Room. **Labels must be of the printed variety (pencil or ink hand labeling not allowed).** Labeling must follow the established system used by **UNL IS Infrastructure.** Any printed labels must have prior approval of UNL IS Infrastructure as well as meet the performance requirements of UL 969 and TIA 606.
- h. Contractor will provide a set of “as built” diagrams to UNL IS Infrastructure at the completion of the Jackie Gaughan Multicultural Center wiring project. In addition, Contractor will provide two sets of specific cable design and installation data in a machine-readable format contained on floppy or hard disk. Both the “as-built” drawings and the machine-readable data must comply with UNL’s requirements for permanent documentation of the cable plant. UNL’s documentation scheme will be provided upon contract award.

IV. Fire Stopping:

- a. Sealing of openings between floors, through rated fire and smoke walls, existing or created by the Contractor for cable pass through **shall be the responsibility of the wiring Contractor.**
- b. Sealing material and application of this material shall be accomplished in such a manner which is acceptable to the local fire and building authorities having jurisdiction over this work.
- c. Creation of such openings, as necessary, for cable passage between locations as shown on the drawings shall be the responsibility of the selected wiring Contractor.
- d. Any openings created by or for the contractor and left unused shall also be sealed as part of this work.
- e. Fire Stop System installation must meet requirements of ASTM E 814, UL 1479 or UL 2079 tested assemblies that provide a fire rating equal to that of construction being penetrated. Fire Stopping 07840-3
- f. Fire Stopping Submittals:
 - Submit Product Data: Manufacturer's specifications and technical data for each material including the composition and limitations, documentation of UL fire stop systems to be used and manufacturer's installation instructions to comply with Section 1300.
 - Manufacturer's engineering judgment identification number and drawing details when no UL system is available for an application. Engineering judgment must include both project name and contractor's name who will install fire stop system as described in drawing.
 - Submit material safety data sheets provided with product delivered to the job-site.

V. Grounding and Bonding: The wiring Contractor shall be responsible for providing an approved grounding system to all installed communications equipment, and/or insuring proper bonding to any existing facilities. The Contractor shall also be responsible for ensuring ground continuity by properly bonding all appropriate cabling, closures, cabinets/racks, service boxes, cable tray, and framework. All grounds shall consist of #6 AWG copper wire and shall be supplied from an approved building ground and bonded to the main electrical ground. Grounding must be in accordance with the NEC, NFPA and all local codes and practices.

VI. Codes and Standards:

a. All work done should comply with applicable ordinances, rules, and regulations. If any portion of this contract requires various permits or licenses, the Contractor should obtain or assist UNL in obtaining all such permits and licenses. All work must comply with and conform to the following codes and standards as applicable to the project.

- State of Nebraska State Building Code
- National Electric Code (NEC) and Nebraska Electrical Code
- National Fire Protection Association (NFPA) 101 Life Safety Code
- Occupational Safety and Health Act of 1970 (OSHA)
- American National Standards Institute (ANSI)
- Institute of Electrical and Electronics Engineers (IEEE)
- Telecommunications Industry Association (TIA/EIA 568-A, A-1, A-2, A-3, A-4, A-5(e), 569-A, 606, 607, TSB – 67, 72, 75, 95, and other applicable EIA standards)
- National Board of Fire Underwriters (NBFU)
- National Bureau of Standards (NBS)
- Underwriters Laboratories, Inc. (UL), Federal Specifications
- BICSI best practices

The latest editions of these Codes and Standards should be applicable unless otherwise designated. Where conflicts exist from one code to another, the more stringent requirement should apply.

b. Hazardous Materials Procedures. Although doubtful, it is possible that materials containing asbestos may be found in some areas of the Jackie Gaughan Multicultural Center. All appropriate Federal, State, and Municipal guidelines must be followed during work with asbestos containing material. UNL has established rules concerning this problem and the Contractor must strictly adhere to these rules.

If, during the course of the installation, the Contractor has reason to suspect there is an asbestos problem, the Contractor must stop the work, remove their employees from the area and refer the situation to the UNL Project Manager. Failure to adhere to the UNL rules governing asbestos and other hazardous material handling can cause the contract to be terminated.

VII. General Information:

- a. UNL will provide the Contractor with a secure storage location for cable, related equipment, ladders, etc., as required.
- b. The Contractor should make every effort to coordinate their work so there should be a minimum of disruption to any occupants of the Jackie Gaughan Multicultural Center and the adjacent Nebraska Union. There should be no prolonged disruption of existing service such as telephone, cable television, electrical and other utilities. Any necessary disruption should be scheduled with the appropriate staff well in advance.
- c. The Contractor should work so as to maintain building and ground security at all times. In addition, the Contractor must maintain tight security covering work in the rooms that

are occupied. The individual rights and possessions of the area occupants must be treated with respect. The University staff will coordinate the work in occupied rooms with the Contractor. Contractor will have access to all the rooms, occupied or not.

d. The Contractor must take adequate steps to protect UNL students, personnel and guests from fire, injury, and casualty. Steps should include, but not limited to:

- Restricted use of gasoline and other flammable gases or liquids.
- Prohibition on the use of toxic compounds such as carbon tetrachloride and naphtha.
- Use of approved procedures for welding and torch cutting.
- Use of approved procedures for restoration of fire and smoke barriers.

VIII. Contractor should not overload, or permit others to overload, any part of the structure. Contractor should maintain at their own cost and expense, adequate, safe, and sufficient platforms, scaffolds, ladders and hoists and all necessary, proper, and adequate equipment, apparatus and appliances useful in carrying on their work and to make the workplace safe and free from avoidable dangers for the Contractor's work crew, UNL students, personnel and guests.

In addition, the Contractor shall conduct all work in a safe, orderly manner, keeping all corridors and passageways clear of material and debris and work in compliance with accepted industry safety procedures.

IX. All buildings on the University of Nebraska-Lincoln Campus are smoke-free. Smoking is not permitted in any area inside of UNL buildings. The Contractor is expected to respect this smoke-free policy and fully comply with it.

1.2 **Price; Term:**

Please fill out this questionnaire requesting information on your company. This information is required to determine your company's ability to fully comply with the strict performance standards required for the University of Nebraska-Lincoln Jackie Gaughan Multicultural Center Wiring Project.

1. Company Name: _____

Address: _____

City, State, Zip: _____

Contact Name: _____ Telephone: _____

2. In what geographic area do you operate?

Nationwide _____

Regionally (specify region) _____

Locally (specify area) _____

3. In which of the following areas do you provide service:

	<u>Specialize</u>	<u>Can Provide and Manage Thru Sub</u>
Inside Plant	_____	_____
Outside Plant	_____	_____
Conduit Construction and Placement	_____	_____
Fiber Optic Backbones and Networks	_____	_____
Coaxial Distribution/CATV	_____	_____
Project Management	_____	_____
Others (specify:)	_____	_____
_____	_____	_____

4. What vendor certifications do you carry?

Systemax _____
ADC _____
Commscope _____
Panduit _____
Others (specify) _____

5. Are any of your local staff BICSI RCDDs? Yes _____ No _____

Please provide name(s): _____

6. What sets your company apart from your competitors?

7. Please provide any marketing materials or other information about your company that you feel will help us in our evaluation effort.

8. Include a list of references from organizations where your company has installed cable/wire facilities in the past 5 years. References must be from organizations whose cable/wire project was comparable in size and complexities to the UNL Jackie Gaughan Multicultural Center wire project.

9. Where is the home office of your company located? _____

10. Does your company provide/offer a financial plan for a project the size described in this RFP?

If yes, please provide full details of the financing package, including all interest charges, payment schedules, and any other relevant information.

11. Pricing Information: (Interested vendors are requested to provide cost figures as follows)

Please provide a complete parts list with part numbers and quantities of all materials included in this bid.

Configuration:

- a. **Cabling:** Contractor shall provide white plenum rated Systimax Solutions 2071E for data; grey plenum rated Systimax Solutions 2061 for voice.
- b. **Standard Work Area Termination:** Triplex faceplate (ivory) with two (2) gray (data) and one (1) ivory (voice) 8-conductor Systimax MGS 400 Series jacks (RJ-45s).
- c. **Communication Room Terminations :** Two (2) sheaths of white Systimax Solutions 2071E terminated on Systimax Solutions 1100GS3 – 48 port Gigaspeed patch panels mounted in Panduit Netframe Racks with Netframe wire/patch cord vertical and horizontal management system. An additional four-post rack above what is needed to terminate wiring is needed in each of the communication closets for Network equipment. One (1) sheath of gray Systimax Solutions 2061 terminated on 110-punchdown blocks with legs, mounted on the wall, for voice. All cable runs tested and certified to Systimax Solutions Gigaspeed specifications. All Systimax Solutions work and material (installation of copper wire, jacks, patch panels, punch down blocks, faceplates, etc.) must carry a minimum of twenty (20) years warranty on the parts and performance standards utilizing the Systimax Structured Cabling System Warranty, comparable warranties may be considered.
- d. **Fiber Run:** Twelve (12) Singlemode fibers to be installed between the Jackie Gaughan Multicultural Center Communications rm. 2020, and Love Library rm. 215.1.

All Fiber terminations shall be housed in contractor provided rack-mounted Corning PCH Enclosures. **Any/All splices shall be fusion spliced.** The typical termination will use LC connectors for Singlemode fibers. All installations shall be documented as to pair numbers, room locations and patch panel locations. Documentation to follow UNL standard documentation format (will be provided to successful vendor).

Pricing: Bid pricing to provide, place, connect, test, label, and certify cabling, jacks, fiber and fire stopping. (Provide pricing for each of the following, in the space provided)

- a. Price per “Standard Work Area” Location: _____
- b. Number of “Standard Work Area” Locations: _____
- c. Total Copper Materials Cost: _____
- d. Total Labor Costs: _____
- e. Add/Delete Unit Price per “Standard Work Area” Location: _____
- f. Total Fiber Materials cost: _____
- g. Total Fiber Labor cost: _____

h. **Time Schedule:** Since time is of the essence in scheduling and completing this project, it is essential that the successful bidder agrees to complete all work no later than December 31, 2009.

Can you meet this requirement? _____ yes _____ no

If no, please indicate your alternate proposed time frame and schedule for completion (or on a separate sheet, if necessary).

- 1.3 **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 which you have or have had a comparable business relationship. Other university clients would be most valuable.
- 1.4 **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 UNL will require additional insurance to protect itself in relation to this project. UNL 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.
- 1.5 **Performance Bond:** Prior to the start of any work, an Owner’s Protective Bond (Performance/Labor and Materials) bond will be required from the successful bidder acceptable to the Owner in the amount of 100% of the contract. A copy of the owner’s protective bond form acceptable to UNL is available upon request.
- 1.6 **Warranty:** Bidder must warrant that all the equipment and supplies offered will conform to the design, specifications, samples, or other descriptions contained in this RFP, will be free from defects in workmanship and material and to the extent that the bidder knows, or has reason to know of the purpose for which the supplies are intended, will be fit and sufficient for such purpose as deemed applicable. The warranty required hereunder must provide all parts, equipment, transportation, technical assistance, labor and supervision necessary to correct any deficiency resulting from manufacturing defects without charge for a period of one (1) year after the date of final acceptance of all materials, equipment, and services furnished by successful bidder. Thereafter the manufacturer’s standard warranty shall apply.

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, C.P.M.
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 Section 3.0: Proposal Submittal Requirements, item 3.

2.3 **Critical Dates:**

2.3.1 On the front cover of this RFP, a preliminary pre-bid conference may be indicated. If the conference is mandatory, then any entity wishing to preserve its ability to bid must be represented and will be required to register at the meeting. Persons planning to attend a preliminary conference should contact the UNL Purchasing Department [(402) 472-2126] no later than Wednesday, October 21, 2009 in order that adequate meeting space is reserved. Persons planning to attend a preliminary conference are strongly encouraged to direct any questions they have about this RFP to the attention of Carl E. Hutchison. Questions are to be in writing and delivered by fax [(402) 472-2246] or e-mail to the address listed above, no later than Tuesday, October 20, 2009.

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. UNL shall establish evaluation criteria and their components before proposals are opened. 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.

2.4.5 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:** 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 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.
- 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 Regents' approval.

SECTION 3.0: PROPOSAL SUBMITTAL REQUIREMENTS

3.1 **Submittals and Bid Opening:** One original and one copy, marked accordingly, of any proposal in response to this RFP 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 the date and time set forth on the cover of this RFP. At that time, the proposals will be opened publicly and read aloud. No proposals received after the opening time will be considered. All proposals submitted, along with any exhibits, addenda or modifications shall be the property of UNL.

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 proposal must 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.

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

Carl E. Hutchison, C.P.M.
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 Monday, October 26, 2009. 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; 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 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 court(s) 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 recommence 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 laws, 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. A copy of this certification is hereby contained herein and shall be duly executed by the vendor upon submission of proposal.

- 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 **Parking**: UNL 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 UNL property. It is recommended that the successful bidder and any temporary employees contact the Parking and Transit Services at Stadium Drive Parking Garage, Lincoln, Nebraska, phone (402) 472-1800 to obtain information regarding parking and to obtain permits.
- 4.16 **Building Rules and Regulations; Tobacco Use**: Employees of the successful bidder and any subcontractors shall comply with all UNL rules and regulations pertaining to conduct in UNL's

facilities. UNL 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 UNL campus are tobacco-free. Use of tobacco products is not permitted inside any UNL 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 UNL'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 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.

- 4.19 **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 UNL delivery point.
- 4.20 **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.
- 4.21 **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.
- 4.22 **Defective Goods or Work:** UNL, 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. UNL 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 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.
- 4.26 **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 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 **Schedule of Liquidated Damages**: The UNL Jackie Gaughan Multicultural Center cabling project must be completed by December 31, 1009. Liquidated damages for failing to meet this deadline will be five hundred dollars (\$500) per day.

CERTIFICATE OF INSURANCE FORM FOR CONTRACTOR'S ARCHITECTS' AND/OR ENGINEER'S

CERTIFICATE ISSUER (1) PHONE () INSURED PHONE ()	DATE EXECUTED: THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. COMPANIES AFFORDING COVERAGE		
	COMPANY A LETTER COMPANY B LETTER COMPANY C LETTER COMPANY D LETTER COMPANY E LETTER	COMPANY RATING COMPANY RATING COMPANY RATING COMPANY RATING COMPANY RATING	

THIS IS TO CERTIFY that the above insured has been issued policy(ies) for the limits of coverage specified with the company(ies) indicated, and that, with the exception of Automobile Liability, Worker's Compensation and Professional Liability Insurance, the insured's policy(ies) name THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA as an additional insured, including waiver of subrogation.

CL	Type of Insurance Coverage	Policy Number	Policy Effective Date	Policy Expiration Date	Limits of Liability (in Thousands)
	GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made <input type="checkbox"/> Owner's & Contractor' Protective <input type="checkbox"/> General Aggregate * <input type="checkbox"/> Per Project <input type="checkbox"/> Per Location				GENERAL AGGREGATE \$ PRODUCTS-COMP/OPS AGGREGATE \$ PERSONAL & ADVERTISING INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (ANY ONE FIRE) \$ MEDICAL EXPENSE (ANY ONE PERSON) \$ DEDUCIBLE \$
	ARCHITECT'S AND/OR ENGINEER'S PROFESSIONAL LIABILITY <input type="checkbox"/> Claims Made <input type="checkbox"/> Project				GENERAL AGGREGATE \$ EACH CLAIM \$ DEDUCTIBLE \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Garage Liability				COMBINED SINGLE LIMIT \$ BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE \$ DEDUCTIBLE \$
	EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella Form				EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKER'S COMPENSATION				-----STATUTORY-----
	<input type="checkbox"/> EMPLOYER'S LIABILITY				(EACH ACCIDENT) \$ (DISEASE-POLICY LIMIT) \$ (DISEASE-EACH OCCURRENCE) \$
	OTHER <input type="checkbox"/> Installation Floater <input type="checkbox"/> Builder's Risk <input type="checkbox"/>				\$ \$ \$

* The General Aggregate limit, under Limits of Insurance, applies separately to each of your projects away from premises owned by or rented to you.

ISSUED TO: THE BOARD OF REGENTS UNIVERSITY OF NEBRASKA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR TERMINATED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL GIVE THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, IN ADVANCE OF THE EFFECTIVE DATE OF SUCH CANCELLATION OR TERMINATION.
Business Services Complex 1700 Y Street Lincoln, NE 68588-0645	AUTHORIZED SIGNATURE, TITLE, TYPED NAME

University of Nebraska Terms of Purchase

This order may be accepted only upon the terms and conditions set forth herein. When so accepted, this order contains the complete and final agreement between the buyer and seller respecting the goods and services specified. Any additional or different terms proposed by the seller are hereby objected to and any acceptance containing additional or different terms is hereby rejected.

It is understood that time is of the essence under this agreement. Buyer may, by written notice, terminate this order in whole or in part if seller fails to make delivery of the goods within the time specified herein, or any extension thereof by written amendment to this agreement. Seller shall make no partial deliveries hereunder unless buyer shall consent thereto.

All shipments are to be made F.O.B. destination, freight prepaid, to receiving point at the designated University of Nebraska campus unless otherwise indicated on the order.

All goods purchased hereunder shall be subject to inspection by the buyer to the extent practicable at all times and places, including the period of manufacturer. Notwithstanding any prior inspection or payments hereunder, items shall also be subject to final inspection prior to acceptance within a reasonable time after delivery. No inspection or test made prior to acceptance shall relieve the seller from responsibility for defects or other failure to meet the requirements of this order.

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, 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.

Seller warrants that all items delivered hereunder shall be free from defects in workmanship, material and manufacture, shall comply with the requirements of this agreement, including any drawings or specifications incorporated herein or samples furnished by the seller, and shall be free from defects in design. Seller further warrants that all items purchased hereunder shall be merchantable quality and shall be fit and suitable for the purposes intended. The foregoing warranties are conditions to this agreement and are in addition to all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance, or payment by the buyer. All warranties shall run to the buyer. If any warranties specified herein or otherwise applicable are breached by the seller, buyer may at its election, (1) require the seller to correct at seller's sole expense any defect or nonconformance by repair or replacement, or (2) return any defective or nonconforming goods to the seller at the seller's expense and recover from the seller the price thereof. The foregoing remedies are in addition to all other remedies at law or as contained in this agreement and shall not be deemed to be exclusive.

The failure of the buyer to enforce at any time any of the provisions of this agreement shall in no way be construed a waiver of such provision nor in any way affect the right of the buyer thereafter to enforce each and every provision of this agreement.

Buyer may, by written notice, terminate this order in whole or in part if the seller fails to perform any of the provisions of this order or so fails to make progress as to endanger performance in accordance with its terms. In the event of termination pursuant to this clause, buyer may procure, upon such terms and in such manner as buyer may deem appropriate, supplies and services similar or substantially similar to those so terminated; and the seller shall be liable to buyer for any excess costs occasioned buyer thereby, provided that the seller shall continue the performance of this order to the extent not terminated.

The rights and remedies of the buyer under this clause shall not be exclusive and are in addition to any other rights or remedies provided by law or this agreement.

If litigation arises out of or under this agreement, the seller agrees to submit to the jurisdiction of the State of Nebraska and agrees that the Laws of Nebraska will control this agreement.

The manufacturer guarantees that the design of equipment being purchased conforms to NFPA, UL, ANSI, OSHA, and any other existing safety standards in effect at the time of shipment.

The seller agrees to comply with LB352, Nebraska Technology Access Standards to ensure that the needs of Nebraskans with disabilities are met through reasonable accommodation of the information technology products and services of the state.

During the performance of furnishing goods or services as stipulated in this purchase order, the seller agrees 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 within the clause relating to Equal Opportunity contained in 41 CFR Sec. 60 – 1.4, the clause relating to Employment of the Handicapped contained in 41 CFR 60 – 741.4, and the clause relating to Vietnam Era Veterans, Readjustment Assistance, 41 CFR Part 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 agrees 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.

“Nebraska State Treasury warrants without exchange must be accepted in payment of all claims against the University.”

**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 contractor 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 Representative	Title	Date		
Federal I.D. # _____				

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