

UNIVERSITY OF NEBRASKA-LINCOLN  
Office of University Services  
Purchasing Department  
1700 "Y" Street  
Lincoln, Nebraska 68588-0645

October 20, 2009

Invitation Number 958633

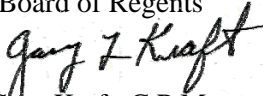
INVITATION TO BIDDERS  
For  
Sale/Disposal of Surplus Property  
**SWITCH GEAR**

The University of Nebraska-Lincoln is requesting sealed bid proposals subject to information contained in this Invitation to Bidders, Proposal Pages(s) and General Conditions attached from qualified Bidders for the sale and disposal of surplus property until: **2:30 PM Local Time, Tuesday, November 3, 2009**, at which time they will be opened publicly and read aloud. Information contained in all bid proposals will be open for public inspection after the University has had the opportunity to evaluate all bid proposals. The property listed is University owned and is surplus to the needs of the University of Nebraska. Bidders are requested to submit a bid proposal which is directly responsive to the items, conditions, and other information contained in this Invitation to Bidders. Surplus item(s) must be removed from University property no later than **Sunday, November 15, 2009**.

All property herein is offered "AS-IS-WHERE-IS" without warranty or guarantee as to quality, character, condition, weight, size, or kind, and no claim will be considered for allowances or adjustment based upon failure of the property to correspond with the standard expected. The University of Nebraska-Lincoln reserves the right to alter this listing, to take from, or add to this listing. Prospective Bidders are therefore **CAUTIONED TO INSPECT THE PROPERTY OFFERED PRIOR TO SUBMITTING A BID PROPOSAL**, as failure to inspect will not constitute grounds for relief, or for the withdrawal of a bid proposal after the opening date.

The University of Nebraska reserves the right to reject any or all bids, wholly or in part, to waive any technicalities, informalities, or irregularities in any bid proposal which does not materially affect the integrity or effectiveness of the competitive bid process; and unless otherwise specified by the Bidder on their bid proposal, to accept any item or group of items in the bid proposal. The University of Nebraska further reserves the right to analyze bid proposals in detail, and to award contracts which, in the exercise of reasonable discretion, the University determines to be in its best interest.

To review other "Bidding Opportunities" at UNL, please reference our web site at <http://purchasing.unl.edu>.

University of Nebraska-Lincoln  
Board of Regents  
  
Gary Kraft, C.P.M.  
Director of Purchasing

PROPOSAL TO  
University of Nebraska  
For  
Sale/Disposal of Surplus Property  
**SWITCH GEAR**

I/we, the undersigned, having carefully examined the surplus property for sale, and fully understanding the information provided in the Invitation to Bidders, this Proposal Page(s), and General Conditions, hereby bid the prices indicated below.

It is further understood and agreed that time of essence in this contract. I/we agree to complete the removal of the surplus item(s) from University property no later than the date stipulated in the Invitation and Information to Bidders and General Conditions.

Gear will be located at UNL East Campus bone yard. The gear will not be available for inspection as it is located in an unauthorized area. Meters are NOT included in the sale.

Specific information about the switchgear can be obtained by contacting Joe Goodwater (402) 472-4825. All other questions concerning this bid can be directed to Lonnie Honeycutt, buyer, (402) 472-6307.

I/we agree to remove the surplus item(s) no later than \_\_\_\_\_  
(Date)

Receipt of Addenda – Numbered \_\_\_\_\_ through \_\_\_\_\_ acknowledged

NAME	SIGNATURE	DATE
ADDRESS	PHONE	FAX NUMBER
CITY	STATE	ZIP
SALES TAX EXEMPTION #		

PROPOSAL TO  
University of Nebraska  
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**SWITCH GEAR**

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>BID PRICE:</u>
1.	1 lot – Switch Gear, 2000 amp switch gear Meters are NOT included in the sale	<b>Bid \$</b> _____

UNIVERSITY OF NEBRASKA-LINCOLN  
GENERAL CONDITIONS  
For  
Sale/Disposal of Surplus Property  
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1. The University of Nebraska reserves the right to reject any or all bids, wholly or in part, to waive any technicalities, informalities, or irregularities in any bid proposal which does not materially affect the integrity or effectiveness of the competitive bid process; and unless otherwise specified by the Bidder on their bid proposal, to accept any item or group of items in the bid proposal. The University of Nebraska further reserves the right to analyze bid proposals in detail, and to award contracts which, in the exercise of reasonable discretion, the University determines to be in its best interest. The University of Nebraska reserves the right to alter this listing, to take from, or add to this listing.
2. Telegraphic or facsimile modification: Any Bidder may modify their proposal by telegraphic or facsimile communication at any time prior to the scheduled closing time for receipt of proposals, provided that such communication is received by UNL prior to the closing time, and UNL is satisfied that a written confirmation of the telegraphic or facsimile modification with the signature of the Bidder was mailed prior to the bid closing time. The communication shall not reveal proposal price, but should provide additions, subtractions, and any other modifications to the proposal while not disclosing final prices or terms of the proposal to UNL until the proposal is opened.
3. All property herein is offered "AS-IS-WHERE-IS" without warranty or guarantee as to quality, character, condition, weight, size, or kind, and no claim will be considered for allowances or adjustment based upon failure of the property to correspond with the standard expected. Prospective Bidders are therefore **CAUTIONED TO INSPECT THE PROPERTY OFFERED PRIOR TO SUBMITTING A BID PROPOSAL**, as failure to inspect will not constitute grounds for relief, or for the withdrawal of a bid proposal after the opening date.
4. Bid deposits (if required at time of bid opening) from unsuccessful Bidders will be returned/refunded promptly after a formal award has been made. Deposits of successful Bidders will be held as security for the completion of the contract.
5. The Bidder agrees that, if their bid is accepted, they will make full payment for, and remove the property at their own expense within the time specified, and that property shall not be removed until full payment therefore is made. **Payment must be in the form of a Certified Check, Cashier's Check, or Money Order made payable to the University of Nebraska.** When applicable, sales tax (the current percentage) will be added to the bid price and collected unless the successful Bidder has a current Tax Exemption form and provides the Tax Exemption Number. The successful Bidder further agrees to reimburse the University for any damage to University property caused by their removal operations. It is also expressly understood and agreed that the property shall be held at the sole risk of the successful Bidder and that the University shall not be responsible, after bids are opened and award made to the successful Bidder, for any storage charges or for loss of the property or damage thereto by fire, theft, or other causes. The University of Nebraska shall further not be responsible for any or all possible accidents and/or injuries after the sale of the property due to the removal of the property or the property itself.
6. If the successful Bidder fails to pay for and/or remove the property within the time specified, the University reserves the right, upon written notice to the successful Bidder, to sell or otherwise dispose of the property and to consider the deposit submitted by the successful Bidder forfeited to the University of Nebraska as liquidated damages. If the property is resold by the successful Bidder prior to the expiration of the time allotted for removal, the successful Bidder will in no way be released from full compliance with the terms and conditions of the sale.

UNIVERSITY OF NEBRASKA-LINCOLN  
GENERAL CONDITIONS

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7. During the performances of purchasing goods or services as stipulated in this Invitation to Bidders, the Bidder agrees that the concern represented will comply with the provision 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 the disabled and Vietnam Era Veterans Readjustment Assistance, 41 CFR Part 50-250.3. The concern further certifies to comply with all existing federal and state 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.
8. 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's procurement and contracting activities. This includes procurement of or contracts for operational supplies and equipment, construction projects and materials, service contracts and lease agreements. It is also the University's policy that any person or business seeking the opportunity to do business with the University 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 policies are consistent with applicable state and federal laws and regulations prohibiting unlawful discrimination.

**SPECIAL INSTRUCTIONS**

We ask that you return bid proposals only in the envelope provided for this purpose. Only in this manner can you be assured that your bid proposal will be in the correct hands at the time of the bid opening. The enclosed bid proposal envelope provides immediate bid identification and will be given to the bid supervisor. To avoid having your bid proposal opened prior to the bid opening, make certain it is submitted in the envelope provided. If your bid proposal is too large, place it in a larger envelope and tape the official bid envelope on the outside in a manner that it can be used as a mailing label.

Please note: If you are delivering your bid in person, it should be sealed and submitted in the bid envelope provided, and given to bid desk personnel or an authorized member of the purchasing staff.

RETURN BIDS TO: University of Nebraska-Lincoln  
Inventory Department  
1700 Y Street  
PO Box 880606  
Lincoln, NE 68588-0606  
**Bid #958633**