University of Nebraska at Kearney
February 26, 2018
Request for Proposals #18-02
Furniture for Nebraskan Student Union

RFP Due: March 15, 2018, 2:00 P.M. Local Time

Office of Business Services
2504 9th Ave
Kearney, Nebraska 68849-1240

Requests for reasonable accommodations needed in order to participate in the process described in this RFP may be directed to the Affirmative Action/Equal Opportunity Office, 1200 Founders Hall; Voice/TDD-(308) 865-8655.
SECTION 1: Cover Sheets and Specifications
1.1 Proposal Cover Sheet ................................................................. 3
1.2 Introduction .............................................................................. 3
1.3 Expectations ........................................................................... 5
1.4 Evaluation Process................................................................. 5
1.5 Facility Description................................................................. 5
1.6 Floor Plans / CAD Files......................................................... 6
1.7 Overall Layout and Specifications......................................... 6

SECTION 2: Required Response Questions ........................................... 7
2.1 History and Background of Vendor........................................ 7
2.2 Description of Vendor’s Project Team .................................. 7
2.3 References ............................................................................. 8
2.4 Insurance .............................................................................. 8

SECTION 3: Proposal Submittal Requirements .................................... 10
3.1 Submittals and Bid Opening................................................. 10
3.2 Submitting of Proposal......................................................... 10
3.3 Vendor Questions, Clarifications, and Addenda Interpretation.. 10
3.4 Cost of Preparation............................................................... 11
3.5 Vendor Qualification............................................................. 11
3.6 Exceptions ........................................................................... 11

SECTION 4: TERMS AND CONDITIONS .......................................... 12
4.1 General ............................................................................... 12
4.2 Termination for Cause ........................................................ 12
4.3 Contract Assignment............................................................ 12
4.4 Contract Payments ............................................................... 12
4.5 Indemnity, General and Patent ........................................... 12
4.6 Governing Law; Venue ........................................................ 13
4.7 Force Majeure ................................................................. 13
4.8 Compliance with Laws and Regulations; Gramm Leach Bliley; University of Nebraska Policies .................................................. 13
4.9 Sexual Harassment ............................................................... 14
4.10 Investigation and Resolution of Discrimination and Harassment Complaints ......................................................... 14
4.11 Drug Free Workplace........................................................ 14
4.12 Weapons Policy ............................................................... 15
4.13 Affirmative Action/Equal Opportunity ............................ 15
4.14 Proprietary Information; Confidential Employee Information; HIPAA; FERPA ...................................................... 15
4.15 Subcontractors ................................................................. 16
4.16 Parking .............................................................................. 16
4.17 Building Rules and Regulations; Tobacco Use: .................. 16
4.18 Use of Premises ............................................................... 16
4.19 Hazardous Waste Generated by Contractors .................... 16
4.20 Delivery; F.O.B.; Shipping ................................................... 17
4.21 Quantity ............................................................................. 17
4.22 Inspection ........................................................................... 17
4.23 Defective Goods or Work .................................................... 17
4.24 Liens ................................................................................... 18
4.25 Federal, State and Local Sales Taxes; Federal Excise Taxes .... 18
4.26 Ambiguities ................................................................. 18
4.27 Recycling Policy ............................................................. 18
4.28 Contractor Identification........................................................................................................... 18
4.29 Federal Immigration Verification – E-Verified........................................................................ 18
4.30 Federal Procurement.................................................................................................................. 19
4.31 Legal Relationship..................................................................................................................... 19
4.32 Use of University Names and Logos......................................................................................... 19
4.33 Improper Business Relationships and Conflict of Interest Prohibited................................. 19
4.34 Electronic and Information Technology Accessibility............................................................ 19
4.35 Equal Opportunity Clause Certification of Non-Segregated Facilities, Executive Order
    11246 ........................................................................................................................................ 19

SECTION 5: PROPOSAL SCHEDULE ................................................................................................. 20
SECTION 6: LIST OF EXHIBITS ...................................................................................................... 21
SECTION 1: Cover Sheets and Specifications

1.1 Proposal Cover Sheet

Each proposal to this RFP shall be accompanied by a cover sheet on the form which immediately follows this page. This cover sheet demonstrates that the Vendor agrees to be bound by, and that its proposal is subject to, the terms of this RFP and any addenda that may supplement or amend this RFP.
The undersigned authorized officer of the Vendor firm represents that the Vendor has carefully examined the specifications and conditions contained in the RFP. The Vendor fully understands the type and quality of the product(s) and/or service(s) sought by the University of Nebraska at Kearney and hereby proposes to supply such at the prices stated and in accordance with the Proposal accompanying this cover sheet.

The Vendor 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 Vendor’s Proposal, unless otherwise clearly stated to the contrary in the Proposal. Proposals containing exceptions to RFP provisions may not be favorably received.

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

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

VENDOR FIRM: ______________________________________________________

By: _________________________________ Date: _____________________________

Authorized Signature

Signing Officer’s Name and Title: ___________________________________________

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

Name: _______________________________ Phone #: __________________________

Title: ______________________________ Fax #: ______________________________

Address: _______________________________________________________________

Mobile #: ___________________________ Email: _____________________________
1.2 Introduction
The University of Nebraska at Kearney (“UNK”) invites proposals from qualified furniture vendors to provide the goods and/or services described below. If the RFP process is successful, UNK will enter into a contract with the successful furniture vendor for the product or service.

UNK is soliciting proposals for the design, purchase, and installation of all furniture for the newly remodeled areas of the Nebraskan Student Union located on the UNK campus, in accordance with the terms, conditions and requirements set forth in this Request for Proposal (“RFP”). The University is seeking common area furniture typically found in reception areas, lounges, clubhouses and meeting areas.

1.3 Expectations
The primary objective of this solicitation is to identify and select a furniture vendor that can provide the required furnishings for the entire facility, and also provide assistance with design and layout of the furniture to compliment the various architectural components of the new building. The building is currently scheduled to be occupied in August 2018 with the anticipated furniture delivery and installation occurring in July 2018. The total budget for all furniture to be provided, including installation, is $350,000.

1.4 Evaluation Process
A committee comprised of University of Nebraska at Kearney employees will evaluate proposals. Based on the evaluation, a shortlist of vendors will be identified. Those shortlisted vendors will then perform an on-campus presentation of the design and furniture package proposed. Prior to the presentation, vendors will deliver and setup samples of the various furniture items proposed for the University community, from April 16 - 20, 2018, to review and provide feedback to the committee. Each member of the committee will evaluate each presentation and proposal using EXHIBIT A - Standard Evaluation Form. The overall scores of each committee member will then be combined and discussed to determine the selected vendor.

1.5 Facility Description
The remodeled areas of the Nebraskan Student Union consist of the west half of the first level and second level balcony. The space is approximately 22,440 gross square feet (gsf) and will accommodate two franchise food services. The facility is the heart of campus activity for UNK students, faculty, staff, alumni and guests. It offers spaces for a food court, meeting space and lounges.
1.6 **Floor Plans / CAD Files**

Electronic floor plans and CAD files are available upon request for use with this RFP. To request these files, you may contact:

Keith Halliwell  
Project Manager, Facilities Management & Planning  
University of Nebraska at Kearney  
2507 19th Avenue  
Kearney, NE 68849

Phone: 308-865-8140  
Email: halliwellk@unk.edu

All distributed electronic floor plans and CAD files are to be used for the sole purpose of the specifications listed within this RFP for bid preparation and response. All other uses and distribution of these files are prohibited.

1.7 **Overall Layout and Specifications**

Only commercial grade furniture will be considered for this project. Additionally, quality, durability and warranty are critical to the intended use of the facility and will be focused upon during the evaluation process. Materials, colors and finishes of all proposed furniture should be coordinated with the building finishes defined in EXHIBIT B – Building Finish Schedule. Any proposed upholstered furniture shall be labeled with a certification of compliance with California Technical Bulletin 133 (CAL TB 133).

In the electronic floor plans provided upon request (see Section 1.6), a basic furniture layout has been provided. This layout is intended to serve only as a general guideline of the University’s expectations. Deviations from this layout are acceptable, assuming the overall intent of the layout (seating quantity, space use, functionality) are still achieved.
SECTION 2: Required Response Questions
Each Vendor shall submit a complete response or indicate its consent to each requirement described below. Vendor should reference the item number and repeat the questions in its response. In cases where question do not apply or if unable to respond, Vendor should refer to the specification number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Vendor will explain the reason when responding N/A or N/R.

2.1 History and Background of Vendor

2.1.1 Describe your company (a brief history may be appropriate), the nature of its legal entity (e.g. Nebraska corporation, limited partnership), its size and locations and number of employees. Confirm that your company is qualified to do business in Nebraska.

2.1.2 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.

2.1.3 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.

2.1.4 Does Vendor, to the best of its knowledge, have any relationship with a member of the Board of Regents of the University of Nebraska, an employee of the University of Nebraska or other representative of the University which may, or may be perceived, to be a potential conflict of interest for either the Vendor or the University? If so, please explain in detail.

2.2 Description of Vendor’s Project Team

2.2.1 Provide summary resumes for Vendor’s key personnel (project team) with respect to this project, including employment history and applicable experience on similar projects.

2.2.2 Equal Opportunity: It is the policy of UNK to provide equal opportunity and not discriminate in enrollment, education, employment, public accommodations, activities or services on the basis of race, color, religion, sex, national origin or other prohibitive matters. It shall be the policy of the University to patronize only those firms and contractors that demonstrate a commitment to equal opportunity within their own enterprises and who abide by Federal and State Laws. The Vendor awarded the Contract will be required to complete EXHIBIT C – Equal Opportunity Clause and Certification of Non-Segregated Facilities.
2.3 References
2.3.1 Complete EXHIBIT D- References with no less than three commercial customer contacts that can substantiate Vendor’s ability to provide furniture and installation services as required. Preference would be to have references from past projects that are similar in size and scope to the Nebraskan Student Union project. For each contact identified, provide the name, organization, telephone number, and recent project(s) completed for the contact’s organization.

2.4 Insurance
2.4.1 The Vendor agrees to indemnify, defend and hold harmless the Board of Regents of the University of Nebraska, its officers, employees and agents from and against any and all claims, losses, liability, costs or expenses, including attorney fees arising out of the negligent acts or omissions of Vendor, its agents and employees not otherwise the result of the negligence, misconduct or other fault of the University, its employees or agents.

2.4.2 The Vendor shall bear the full and complete responsibility for all risks of death, personal injury, damage or loss of equipment, products or money, or other claims resulting from the negligent acts or omissions of Vendor, its agents and employees in its performance under the contract award and shall not penalize the University for any such losses.

2.4.3 The Vendor shall secure the following listed coverage in the minimum limits as follows:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker’s Compensations (WC)</td>
<td></td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>Statutory</td>
</tr>
<tr>
<td></td>
<td>$500,000 bodily injury per occurrence</td>
</tr>
<tr>
<td></td>
<td>$500,000 bodily injury by disease per occurrence</td>
</tr>
<tr>
<td></td>
<td>$500,000 bodily injury by disease aggregate</td>
</tr>
<tr>
<td>Commercial General Liability (CGL)</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$1,000,000 aggregate</td>
</tr>
<tr>
<td>Including Product Completed Operations</td>
<td>$1,000,000 per occurrence</td>
</tr>
</tbody>
</table>

Automobile Liability (including hired & non-owned)

Combined Single Limit $1,000,000
Contractor’s Certificate of Insurance – successful Vendor will be required to furnish a certificate of insurance with coverages to bodily injury/personal injury/liability coverage, property damage liability coverage and workman’s compensation coverage. This certificate must be on file with the Office of Facilities Management & Planning prior to any commencement of work. It is absolutely necessary that “The Board of Regents of the University of Nebraska as an additional insured” be added to the face of the certificate for all coverage except worker’s compensation. Vendor’s Certificate of Insurance, as attached, shall be executed by the successful Vendor and its insurer within (15) days upon notice of award of contract.
SECTION 3: Proposal Submittal Requirements

3.1 Submittals and Bid Opening
One original and four copies, marked accordingly, and one (1) electronic copy of any proposal in response to this RFP must be received by UNK in the Office of Business Services, 2504 9th Ave, University of Nebraska at Kearney, Kearney, Nebraska 68849-1240 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. All proposals submitted, along with any exhibits, addenda or modifications, shall be the property of UNK.

3.2 Submitting of Proposal

3.2.1 Mail: Each Vendor 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 a sealed envelope (or parcel) and delivered to/addressed as follows: University of Nebraska at Kearney, Office of Business Services, 2504 9th Ave, Kearney, NE 68849-1240 along with the applicable “RFP Number” and “Title of Submittal” to which you are responding.

3.2.2 In person: 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 Business Service staff. This provides immediate submittal identification.

3.3 Vendor Questions, Clarifications, and Addenda Interpretation

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

3.3.2 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 Vendor by UNK. Any request for interpretation shall be put in writing and faxed or e-mailed by the Vendor and addressed to:

Scott Benson
Office of Business Services
University of Nebraska at Kearney
Kearney, Nebraska 68849-1240

FAX (308) 865-8668
E-mail: bensonsa1@unk.edu
3.3.3 In order to be given consideration, any requests for interpretation must be received no later than March 8, 2018. Any and all interpretations and any supplemental instructions provided by UNK 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 Vendors, or such other form of communication as UNK deems reasonably likely to reach interested parties; provided however, that Vendors who were notified of this RFP by accessing the UNK Office of Business Services website are responsible to check the website from time-to-time in order to inform themselves of any addenda to the RFP. The Vendor, not UNK, is responsible to secure notification and delivery of any addenda. Failure of any Vendor to receive any addenda or other information released by UNK after the initial distribution of this RFP shall not relieve the Vendor 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. Last day Vendors will receive addendums will be March 9, 2018.

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

3.4 Cost of Preparation
UNK will not be responsible for any costs incurred in preparation of the Vendor’s proposal.

3.5 Vendor Qualification
UNK may make any investigations deemed necessary or request any documentation to evaluate the ability of the Vendor to perform the specifications of this RFP. The Vendor shall furnish UNK with pertinent information and data upon request. UNK reserves the right in its sole discretion to reject any bid based on the facts resulting from an investigation which indicate that a Vendor: (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 UNK expects. Conditional proposals 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 Vendor. Generally, UNK will not look favorably upon the request for any exceptions. However, UNK recognizes that in certain instances, an exception may be appropriate, and therefore, will consider and reserves the right to grant exceptions when UNK deems such exceptions promote its best interests. Conditional proposals will not be accepted. Unless the exceptions are stated with the proposal at the time of its submission, no further consideration of the exceptions exist and the Vendor will be held responsible for compliance to the detail of all specifications, terms and conditions in this RFP.
SECTION 4: TERMS AND CONDITIONS

The information contained in this section is a partial listing of standard terms commonly appearing in contracts awarded by UNK. 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 Vendor exception, into any resulting contract between the University and the successful Vendor. Any additional or different terms proposed by the successful Vendor are not accepted, unless the same are expressly accepted in writing by UNK. 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

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

4.4 Contract Payments

The Nebraska State Treasurer has directed that individual vendor payments of $25,000 or more be processed via ACH (direct deposit to vendor’s bank). Any Vendor who is not currently set up to receive payments from the State of Nebraska and/or the University of Nebraska via ACH, must complete the State of Nebraska ACH Enrollment Form and forward the form to the Nebraska Department of Administrative Services so that the University can complete payment of invoices generated from the award of this contract. The form can be found at http://www.treasurer.state.ne.us/documents/tm/pubachform.pdf.

4.5 Indemnity, General and Patent

The successful Vendor shall indemnify and save harmless UNK 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 whosoever, 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 UNK or its agents.
With respect to anything provided to UNK by the Vendor pursuant to this RFP, the Vendor 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 UNK.

4.6 **Governing Law; Venue**
The laws of the State of Nebraska shall govern any contract awarded to the successful Vendor. 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.

4.7 **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 UNK 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.

4.8 **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 Vendor, 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. Vendor agrees to indemnify UNK against any loss, cost, liability, or damage by reason of Vendor’s violation of any applicable law or regulation. Any successful Vendor 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 Vendor 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 Vendor’s business.

4.9 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 UNK community. Sexual harassment includes any unwelcome sexual advance, any request for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment or academic standing.
- Submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions or academic decisions affecting such individual.
- Such conduct has the purpose or effect of unreasonably interfering with an individual’s work or academic performance or creating an intimidating, hostile, or offensive working/academic environment.

UNK contractors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of UNK employees, students and other members of the UNK community. The employer of any person who UNK, 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 UNK premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

4.10 Investigation and Resolution of Discrimination and Harassment Complaints

State and federal law, as well as the policies of the Board of Regents of the University of Nebraska, prohibit discrimination or harassment against members of the UNK community on the basis of race, color, ethnicity, national origin, sex, pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, and/or political affiliation. In the event the University determines that an employee, agent or other person affiliated with the Contractor has engaged in discrimination or harassment, the Contractor will take prompt and effective action, in accordance with the University’s direction, to prevent recurrence of the discrimination or harassment and to correct its effects, which may include, removal of the employee, agent or other person affiliated with the Contractor from the University campus. Contractor’s failure to comply with the University’s directive or any other part of the provision will be deemed a material breach of the Agreement, and the University may initiate the termination process in the Agreement.

4.11 Drug Free Workplace

The successful Vendor agrees that in the performance of this contract, neither the Vendor nor any of its employees shall engage in the unlawful manufacture, distribution, dispensing,
4.12 Weapons Policy
Possession of firearms, explosives, weapons, dangerous chemicals or fireworks is prohibited on property controlled by the University of Nebraska, in University vehicles and at events sponsored by the University. This policy applies to all members of the general public, students and University employees, except University employees who are specifically authorized to as part of their job responsibilities. Any person violating this policy is subject to University discipline up to expulsion/termination and/or may be charged with the appropriate criminal offense.

4.13 Affirmative Action/Equal Opportunity
The University of Nebraska at Kearney is responsive to University issues which support a diverse work and academic environment. It is the policy of the University of Nebraska at Kearney not to discriminate based upon race, color, ethnicity, national origin, sex, pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, and/or political affiliation. This policy is applicable to all University administered programs including educational programs, financial aid, admission policies and employment policies. UNK is an Affirmative Action Equal Opportunity employer. Veterans and persons with disabilities are encouraged to apply.

The University affirms a policy of equal educational and employment opportunities, affirmative action in employment and nondiscrimination in providing services to the public. University employees, students and others associated with the University who have not received the benefits of these policies, are encouraged to contact the Human Resources Director/ADA Coordinator.

4.14 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.
4.15 **Subcontractors**
The successful Vendor shall not subcontract all or substantially all of any facet of the Proposal without the prior written approval of UNK. The successful Vendor 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 UNK, unless it is evidenced in a separate contract independent of the contract with the Vendor.

4.16 **Parking**
The successful Vendor and/or its employees and agents will be solely responsible for permits or any fines resulting from parking violations occurring on UNK property. Successful Vendor and any temporary employees are responsible for contacting UNK Police at the Facilities Building, Kearney, Nebraska, at (308) 865-8367 to obtain information regarding parking and to obtain permits.

4.17 **Building Rules and Regulations; Tobacco Use:**
Employees of the successful Vendor and any subcontractors shall comply with all UNK rules and regulations pertaining to conduct in UNK’s facilities. UNK reserves the right to request the removal or replacement of any Vendor or subcontractor employee who fails to comply with such rules and regulations.

The use of all forms of tobacco products is prohibited on University of Nebraska at Kearney property with the exception of parking lots. The prohibition extends to vehicles and venues owned, operated, leased, occupied or controlled by the University. “Tobacco products” includes all forms of tobacco, inclusive of but not limited to, cigarettes, cigars, pipes, water pipes (hookah), electronic cigarettes and similar devices and smokeless tobacco products. Enforcement of the policy relies on the respect and cooperation of all members of the University community.

4.18 **Use of Premises**
To the extent that any contract awarded requires the successful Vendor or its employees or agents to be present on or within UNK’s properties, then the Vendor shall limit its presence and activities to such areas as are reasonably necessary in order to perform under the contract. The successful Vendor 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 Vendor’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 contracts.

4.19 **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 Vendor in a timely fashion and in accordance with applicable hazardous waste laws and regulations. The cost for hazardous waste management
and disposal is successful Vendor’s responsibility. Should UNK deem it prudent to dispose of any hazardous waste left on its property, as a result of the successful Vendor’s failure to meet its responsibilities, all costs associated with such disposal shall be deducted from any amount yet to be paid to the Vendor and/or billed to the Vendor. University Environmental Health Services is to be notified of all hazardous waste issues.

4.20 Delivery; F.O.B.; Shipping
The successful Vendor 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 Vendor 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 at Kearney, Kearney, Nebraska, unless otherwise specified, all shipments will utilize the best commercial practice to insure safe arrival at the UNK delivery point.

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

4.22 Inspection
UNK may, at any time in the course of the contract, inspect, test and approve 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 UNK at the delivery destination.

4.23 Defective Goods or Work
UNK, 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 Vendor 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. UNK 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 Vendor, require the successful Vendor to remove them, or direct a correction in place. The expense of any such remedy shall be borne by the successful Vendor, including any excess cost.
4.24 **Liens**
Successful Vendor warrants that it has title to any goods delivered under the contract and shall deliver same free of all liens, claims and encumbrances.

4.25 **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 Vendor upon request.

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

4.27 **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.

4.28 **Contractor Identification**
All Contractor’s employees while on campus shall be identifiable as Contractor’s employees. This requirement can be met by an employee uniform or clothing identifying the Contractor name or an identification card issued by the Contractor. The Contractor’s employee must be prepared to show identification while working on the UNK campus. The Contractor employee uniforms to be provided by the Contractor at Contractor’s expense must easily and appropriately identify the Contractor and employees by name. Individuals who are not able to produce this identification may be requested to leave University property. Contractor’s employees may be required, at Contractor’s expense, to be issued UNK ID Cards designating the Contractor’s employee as a contracted vendor of the University.

4.29 **Federal Immigration Verification – E-Verified**
The successful Vendor, on behalf of itself and any subcontractor to the Contract, agrees that it shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
4.30 **Federal Procurement**
No contract shall be awarded to any Contractor/Vendor listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," (the "Debarment List"). For contracts which in the aggregate exceed $25,000, Contractor/Vendor specifically warrants and represents that it is not included on the Debarment List. Contractor/Vendor further agrees that should it be included on the Debarment List at the time the contract/proposal is awarded, or at any time during which it performs its contractual obligations pursuant to the contract, such listing shall be considered a material breach of the contract between the University and the Contractor.

4.31 **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.

4.32 **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.

4.33 **Improper Business Relationships and Conflict of Interest Prohibited**
In connection with this RFP, each Vendor shall ensure that no improper, unethical or illegal relationships or conflict of interest exists between or among the Vendors, the University and any staff, 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 Vendor disqualification and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

4.34 **Electronic and Information Technology Accessibility**
All electronic and information technology procurements, agreements, and contracts shall comply with Section 508 or the Rehabilitation Act of 1998 as amended, and the Nebraska Accessibility Policy to be found at http://www.nite.ne.gov/standards/accessibility/accessibility_standards.pdf. LB352

4.35 **Equal Opportunity Clause Certification of Non-Segregated Facilities, Executive Order 11246**
This form is attached and shall be executed by the successful Vendor upon notice of award.
**SECTION 5: PROPOSAL SCHEDULE**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Date of RFP</td>
<td>February 26, 2018</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>March 8, 2018</td>
</tr>
<tr>
<td>Addendum (Respond to Questions)</td>
<td>March 9, 2018</td>
</tr>
<tr>
<td>Deadline for Receipt of Proposals</td>
<td>March 15, 2018</td>
</tr>
<tr>
<td>Shortlisted Vendors Notified</td>
<td>March 23, 2018</td>
</tr>
<tr>
<td>Shortlisted Vendors Sample Displays</td>
<td>April 16-20, 2018</td>
</tr>
<tr>
<td>Interview of Shortlisted Vendors</td>
<td>April 24, 2018</td>
</tr>
<tr>
<td>Notify Selected Vendor</td>
<td>April 25, 2018</td>
</tr>
<tr>
<td>Estimated Delivery/Installation</td>
<td>July 2018</td>
</tr>
</tbody>
</table>
SECTION 6: LIST OF EXHIBITS

Exhibit A: Standard Evaluation Form

Exhibit B: Building Finish Schedule

Exhibit C: Equal Opportunity Clause and Certification of Non-Segregated Facilities

Exhibit D: References
DATE: 

PROJECT: Nebraskan Student Union Interior Upgrade  Supplier Name: 

EVALUATOR: 

PRODUCT: All Furniture 

OVERALL RATING: ________________________________________

Checklist for Furniture Evaluation: Rate proposed product on each of the items below with 5 being the highest. The overall rating will be the sum total of all individual item ratings.

1) CONSTRUCTABILITY/DURIBILITY:__________
   
a) Quality construction and ability to hold at least 300 lbs.
b) Maintain structural integrity after frequent reconfigurations and use.
c) Fabric specified in bid meets minimum 75,000 Double Rubs.
d) Maximum use of standard parts to minimize total parts needed.
e) Ability to install with minimal number of standard tools.
f) Ease of access to add, delete or change electrical, tablet arm or additional powered accessories.
g) Ease of repair or replacement of cushions, surfaces, electrical modules, with little disturbance.

2) WARRANTY:__________
   
a) Length of warranty and coverage.
b) Warranty covers both parts and labor.

3) APPEARANCE:__________
   
a) Student feedback on sample provided.
b) Overall appearance – quality, clean, professional, and overall characteristics of interior building finishes.
c) Quality and appearance of all finishes including fabric selections available in proposed grade, metal paint finishes, laminate finishes, and surface finishes.
d) Quantity and appearance of all finishes including fabric selections available in proposed grade, metal paint finishes, laminate finishes, and surface finishes.
e) Furniture panels appear solid, clean, and are assembled together to create straight even sections with no ripples, wrinkles, or sharp end pieces.
f) Are options available for edge detail on arms, back, and seat?
4) **FLEXIBILITY:**

- a) Product provides compatible and integratable parts, finishes, and options to add accessories.
- b) Ease of access to data, power outlets.
- c) Ability to add power outlets.
- d) Ease of reconfiguration while minimizing new product costs.
- e) Ability of furniture to accommodate various electronic needs.
- f) Ability of furniture to be customized to fit specific spaces or needs.

5) **SIZE:**

- a) Maximum interior depths, widths and heights.
- b) Variety of sizes available (heights and widths).
- c) Furniture layout design fits and effectively uses each space to be furnished.

6) **DEALER / INSTALLER:**

- a) Design services available locally.
- b) Full product and service warranty honored.
- c) Customer service availability, timeliness in completing punch list items, timeline of acknowledging service call backs, and timeframe to investigate and ultimately complete warranty or service issues after installation.
- d) Experience of staff for design layout and presentation media.
- e) Ease of order placement, deliveries, and order status services available.

7) **PRICING:**

- a) Price reflects quality of product.
- b) Is the sample provided a true reflection of what was priced in bid? If not, list variations:

  7.1
  
  7.2
  
  7.3

8) **Can they meet the completion date?**
9) Does product bid meet all of the required specifications. Which items are not available as per specification?

8.1

8.2

8.3

10) What are the top three (3) items that sets their product and services apart from other dealers and other products?

10.1

10.2

10.3
DIVISION 3 - CONCRETE
033053 Miscellaneous Cast-In-Place Concrete

DIVISION 5 - METALS
055000 Metal Fabrications
056813 Column Covers
057000 Decorative Metal
057313 Glazed Decorative Metal Railings

DIVISION 6 - WOOD AND PLASTIC
061053 Miscellaneous Rough Carpentry
064020 Interior Architectural Woodwork
064113 Wood-Laminated-Clad Architectural Cabinets
064214 Site and Roll Wood Paneling
064216 Flush Wood Paneling Maple
064400 Plastic Paneling

DIVISION 7 - THERMAL AND MOISTURE PROTECTION
079200 Joint Sealants
079219 Acoustical Joint Sealants
079513.13 Interior Expansion Joint Cover Assemblies

DIVISION 8 - DOORS AND WINDOWS
081113 Hollow Metal Doors and Frames
081416 Flush Wood Doors
083113 Access Doors and Frames
083213 Sliding Aluminum-Framed Glass Doors
083513 Folding Doors
084113 Aluminum-Framed Entrances and Storefronts
088000 Glazing

DIVISION 9 - FINISHES
092213 Non-Structural Metal Framing
092900 Gypsum Board
093013 Ceramic Tiling
CT1 Daltile Haut Monde Elite Grey HMD03 Field
CT2 Daltile Haut Monde Gilbert Granite HMD03 Accent Dark
CT3 Daltile Saddle Brook XT Gravel Road XT SD96 Accent Inset
CT6 Porcelanosa Natural Stone Globe Brick Brunel Fireplace

095113 Acoustical Panel Ceilings
APC1 Armstrong Optima w/ Prelude Grid 24x24 Field
APC2 Armstrong Optima HealthZone w/ Prelude Grid 24x24 Starbucks
APC3 Armstrong Lyra w/ Prelude Grid 24x22 Corridor
APC4 DuraClean Smooth Vinyl Tile 24x24 Chick-Fil-A
APC5 Armstrong Lyra w/ Prelude Grid 48x48 2nd floor ceiling
WDCLG Armstrong Woodworks Grille w/ backer Light Cherry Lounge Spaces

096513 Resilient Base and Accessories
096516 Resilient Sheet Flooring
096813 Tile Carpeting
CPT1 Mohawk Group Bending Earth Sector Tile 7879 Basalt Field
CPT2 Mohawk Group Expedition Digital Terrain 978 Mineral Cedar Room
CPT3 Mohawk Group Expedition Seismic Wave 978 Mineral Cedar Room Accent
CPT4 Mohawk Group Step Up II Tile 963 Inter One Walkoff

096816 Sheet Carpeting
097200 Wall Coverings
099123 Interior Painting
FT1 Sherwin Williams SW 7029 Anew Gray Fireplace Lounge
FT2 Sherwin Williams SW 7032 Anew Gray Fireplace Lounge
FT3 Sherwin Williams SW 7031 Mega Greige Accent 1
FT4 Sherwin Williams SW 6517 Regatta Accent 2
FT5 Sherwin Williams SW 7019 Gaufrated Gray Door Frames
FT6 Sherwin Williams SW 7006 Extra White Ceilings

DIVISION 10 - SPECIALTIES
102239.13 Folding Glass Panel Partitions Modernfold
102600 Wall and Door Protection
104413 Fire Protection Cabinets
104416 Fire Extinguishers
EXHIBIT C

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.

_________________________________________
Signature of Authorized
Representative

Federal I.D. #________________________________________________

Please Return to: University of Nebraska-Kearney, 2507 19th Avenue Kearney, NE 68849
UNK FMP Form # 00 45 33
*Commercial projects of similar size, scope and nature.

1. **Commercial Organization Name and Address:**  
__________________________________________  
__________________________________________  
__________________________________________  
__________________________________________  
Contact Name:  
__________________________________________  
Title_______________________  
__________________________________________  
Tele#_______________________  
__________________________________________  
E-Mail_______________________  
Project Description:  
__________________________________________  
__________________________________________  
__________________________________________

2. **Commercial Organization Name and Address:**  
__________________________________________  
__________________________________________  
__________________________________________  
__________________________________________  
Contact Name:  
__________________________________________  
Title_______________________  
__________________________________________  
Tele#_______________________  
__________________________________________  
E-Mail_______________________  
Project Description:  
__________________________________________  
__________________________________________  
__________________________________________
3. **Commercial Organization Name and Address:**

<table>
<thead>
<tr>
<th>Address</th>
<th>Contact Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Title**

<table>
<thead>
<tr>
<th>Title</th>
<th>Tele#</th>
<th>E-Mail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Project Description:**

<table>
<thead>
<tr>
<th>Description</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>