

University of Nebraska at Kearney
May 24, 2021
Request for Proposals #21-03
On-Campus Food & Beverage Concessions

Bids Due: June 11, 2021, 2:00 P.M. Local Time

Office of Procurement & Payment 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 Warner Hall; Voice/TDD-(308) 865-8655.

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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 bidder 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.

PROPOSAL COVER SHEET
UNIVERSITY OF NEBRASKA AT KEARNEY
Procurement & Payment Services
2504 9th Ave
Kearney, Nebraska 68849-1240

PROPOSAL IN RESPONSE TO RFP #21-03

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 at Kearney 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 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:

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: _____

Mobile # _____ Email: _____

1.2 Introduction

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

UNK is soliciting proposals for the exclusive operation of food and beverage concessions for all Department of Intercollegiate Athletics games and all other concession eligible events that are conducted on the UNK campus. Permanent concession facilities will be made available in the Health and Sports Center and Cope Stadium in accordance with the terms, conditions and requirements set forth in this Request for Proposal (“RFP”) and a potential negotiated agreement with the selected bidder. The University seeks traditional concessions type food, snacks and beverages such as sandwiches, soda, popcorn, candy, etc. Specialty food and beverages are highly encouraged and may be offered by the vendor, but are subject to approval by UNK.

A list of definitions used in the RFP document shall have the respective meaning as stated in APPENDIX “A” - Definitions.

1.3 Expectations

The primary objective of this solicitation is to develop a program of excellence for the University’s on-campus food and beverage concessions. The successful Bidder, shall, in conjunction with the University and the Athletic Department, offer products and services that enhance the customer experience for students, faculty, staff, families and visitors. It must be a major goal of concessions to contribute significantly to the total educational experience and campus culture. Key offerings from the Bidder include affordable and reasonably priced food, snacks and beverages; a variety of food options, including items from local “franchise” vendors (pizza, healthy food, etc.); specialty food items or meal packages for customers; collaboration and cooperation with University initiatives including but not limited to sponsors, tailgates, and student programs; and, acknowledgement and support for separate sub-contracting and special student and group activities where outside food is utilized.

1.4 Evaluation Process

Proposals will be evaluated and a contract awarded in compliance with the University of Nebraska Purchasing Policy. Evaluation/Selection of the successful Bidder will be accomplished by a committee comprised of University of Nebraska at Kearney employees. The award of a contract shall be made to the most responsive Bidder, taking into consideration the best interests of the University.

1.5 General Rights

The successful Bidder will be granted a non-exclusive Agreement to use and access concession locations and other UNK facilities reasonably necessary to perform bidder’s obligation under this Agreement.

The successful Bidder will be granted the right and privilege to operate food and beverage concessions for all events conducted on the UNK campus. If an individual or group wishes to provide food or beverages concessions at a concession eligible event on campus, Bidder shall be given the first opportunity to serve the event.

1.6 Term of Agreement

The agreement shall commence on August 1, 2021 and continue in full force and effect until midnight on June 30, 2026. The University reserves the right to extend the agreement thereafter for five (5) additional one (1) year periods.

1.7 Concessions Facility Description

Although, the University intends to enter into an agreement for the exclusive sale of food and beverage concession throughout campus property, the following venues will house permanent concession operations (See APPENDIX “B” – Concessions Facilities):

Health and Sports Center, 2501 15th Avenue, Kearney, NE
Ron and Carol Cope Stadium, 905 West 25th Street, Kearney, NE

Recognized nationally as one of the best venues to watch Division II athletics, the Health and Sports Center offers the campus, community and region a variety of sports opportunities. With a capacity seating of 5,100 the Health & Sports Center is the largest sport-specific facility west of Lincoln in the state of Nebraska and the best athletic arena in the Mid-America Intercollegiate Athletic Association (MIAA).

The Health and Sports Center is home to UNK Men’s and Women’s Basketball, Volleyball and Wrestling. Throughout the year, many other regional events take place in the facility including Mr. and Miss Basketball, Nebraska School Activities Association events, University commencement, Kearney High School commencement, concerts, various youth sport camps and many more events.

Recognized as one of the most historic fields in athletic history, Foster Field at Cope Stadium has withstood the test of time and taken on a new and improved look. Located on the north side of campus, just west of the Nebraskan Student Union, Foster Field at Cope Stadium enjoys a location that is accessible to community and students alike. Record single football game attendance has exceeded 8,000 in capacity.

Cope Stadium is home to UNK Football and Women’s Soccer. In the fall, the stadium also serves as home field for Kearney High School football, which hosts five to six games annually. Throughout the year, other high school and regional events take place in the facility. .

1.8 UNK Regular Season Sporting Events

Sport	Approximate Events	Average Attendance
Men’s Basketball	12-14	2,000-2,500
Women’s Basketball	12-14	1,000-1,200
Women’s Volleyball	16-18	750-1,000

Football	5-6	3,500-5,000
Soccer	7-8	250-350
Wrestling	3-5	250-500

1.9 Non-Athletic Events

As well as being home to intercollegiate activities, UNK is also the site for a wide variety of athletic and non-athletic events. For scheduling purposes, Bidder can expect an additional ten (10) to twenty (20) concession applicable events each year. The total number of service dates for these events will vary.

1.10 Net Sales History

For proposal purposes, the following annual net sales information is provided for past 4 years (July – June):

2017-2018	\$118,064.70
2018-2019	\$101,656.12
2019-2020	\$74,929.78 (COVID restrictions beginning in March 2020)
2020-2021	\$31,350.21 (COVID restrictions throughout entire year)

Note: The University makes no guarantees as to future years’ annual sales volumes. The figures are provided for informational purposes only.

SECTION 2: Required Response Questions

Each Bidder shall submit a complete response or indicate its consent to each requirement described below. Bidder should reference the item number and repeat the questions in its response. In cases where question do not apply or if unable to respond, Bidder should refer to the specification number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Bidder will explain the reason when responding N/A or N/R.

2.1 History and Background of Bidder

- 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** Bidder shall provide UNK with audited financial statements and that of any parent or holding company for the three most recent fiscal years if requested. Demonstrated financial ability and stability to ensure performance under any contract awarded is of extreme importance to the evaluation of the proposals. Without stating specific reasons, the University may reject or refuse to further evaluate any proposal based on the exercise of its judgment in its sole discretion that the financial position presented in a proposal lacks the qualities that UNK deems necessary to the success of the project. Entities unable to meet the requirements set forth in this paragraph may provide other information or guaranties, which in the discretion of UNK meet its concerns regarding financial stability.
- 2.1.3** The University reserves the right to investigate and evaluate at any time prior to award and execution of the contract, any bidder's financial ability to perform the contract. Submission of a signed bid/proposal shall constitute approval for the University to obtain any credit report information the University deems necessary to conduct the evaluation. The University shall notify the apparent successful Bidder, in writing, of any other documentation required, which may include but not limited to, recent profit-and-loss history; current balance statements; asset-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity and credit information. Failure to promptly provide this information may result in bid/proposal rejection.
- 2.1.4** 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.
- 2.1.5** 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.

2.1.6 Does Bidder, 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 Bidder or the University? If so, please explain in detail.

2.2 Description of Bidder's Management Team

2.2.1 Provide summary resumes for Bidder's key personnel (management) with respect to the On-Campus Food & Beverage Concessions Contract, including employment history and applicable experience on similar projects.

2.2.2 Bidder shall employ and train all employees necessary for the successful operation of the concessions operation.

2.2.3 Bidder should demonstrate ability to staff operations which are typically evening and weekend hours.

2.2.4 The number of employees shall be sufficient to adequately support concession customers and provide them with a high level of service.

2.2.5 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 Bidder awarded the Concessions Contract must complete EXHIBIT "I" – Equal Opportunity Clause and Certification of Non-Segregated Facilities.

2.3 Facility Assessment and Capital Equipment

2.3.1 Submit a commentary on each facility that is included in your proposal as to the condition/state of the Facilities.

2.3.2 Complete EXHIBIT "II" – Concessions Equipment and state all equipment that would be necessary to implement your concessions offerings. Please state the equipment type, the manufacture and the expected retail price.

2.3.3 Existing University-owned equipment may be used by the successful bidder. The University will retain ownership of this equipment. The successful bidder will be responsible for routine maintenance.

2.3.4 Successful Bidder will work with the University to evaluate the condition of all equipment. Successful Bidder will have to request for approval of any additional equipment needs. Should the University not purchase requested equipment, the bidder is able to provide equipment for use at their discretion.

2.3.5 The University will purchase and maintain (excluding routine maintenance) all capitalized equipment required for concessions operations.

2.4 Custodial Services

2.4.1 Bidder shall maintain, at all times, storage, kitchen, service and retail counter space in a clean and sanitary condition. Cleaning and waste removal from all food service areas to a central collection point shall be the Bidder's responsibility.

2.5 Products to Be Sold

2.5.1 It is the responsibility of the Bidder to order, purchase, receive delivery of and store all consumable supplies and products necessary for the operation.

2.5.2 Bidder shall provide sample menus with prices for the Health and Sports Center and Cope Stadium. The University is interested in seeing the breadth of the Bidder's possible offerings. Bidder shall complete Exhibit "III" – Concessions Retail Pricing.

2.5.3 The University will have final approval on the quality and retail prices of all products and services. Bidder and University will review pricing annually. Mid-year price increases will not be allowed without the expressed written consent of UNK.

2.5.4 The University will have final approval on which specific products will be sold at particular events in the Facilities. Bidder and University will review product offerings annually. Mid-year changes in product offerings will not be allowed without the expressed written consent of UNK.

2.6 Additional Offerings

2.6.1 Bidder shall collaborate with the University in establishing a refillable cup and/or mug program for repeat patrons of the Facilities. The University can obtain cup from a different sponsor, but the Bidder may propose a sample cup and pricing for this program.

2.6.2 Bidder is encouraged to propose other discount programs and meal packages which will enhance the customer experience.

2.7 Fountain, Retail and Concession Operations

- 2.7.1** The University has entered into other kinds of business arrangements which support University programs. Bidder will not sell any product which is in direct conflict or violation of preexisting agreements between these contractors and the University or successor agreements providing similar exclusive rights (see APPENDIX “C” – Exclusive Contracts).
- 2.7.2** The University reserves the right to enter into new business arrangements which could provide additional financial support to University programs.
- 2.7.3** The University reserves the right to require the successful Bidder to purchase paper beverage cups from its exclusive beverage provided.

2.8 Financial Considerations

- 2.8.1** Bidder will offer a percentage of gross sales that will be distributed to the University. The minimum accepted base commission shall not be less than thirty (30) percent. Bidder is encouraged to propose a commission payment which exceeds the minimum. Bidder shall complete Exhibit “IV” – Concession Compensation.
- 2.8.2** Bidder is encouraged to offer a financial return for services in the form of a guaranteed payment as part of the bid process. The guaranteed payment may be paid annually, quarterly or in monthly installments. Bidder may indicate a preference. Bidder shall complete Exhibit “IV” – Concession Compensation.
- 2.8.3** All costs incurred by the bidder in the performance of their roles and responsibilities under the agreement contemplated by this RFP, without limitation, including staffing, costs of goods sold, taxes, insurances and licenses, shall be the sole responsibility of the bidder, unless specifically stated to the contrary in writing.
- 2.8.4** Describe any of Bidder’s offered up-front and continuing financial support to the University. The proposal will provide detailed financial contributions to the University in exchange for the right to be the on-campus food concessionaire. Athletic, academic, marketing, development and product information must be stated in annualized real dollars.
- 2.8.5** The University prefers that the Bidder uses a Point-of-Sale (POS) system in order to account for event sales. Bidder shall keep and maintain proper and adequate books, records and accounts in a form acceptable for audit purposes including inventory reports. With one week notice, said books, records and accounts shall be available for inspection in Kearney, Nebraska, between the hours of 9:00 am and 5:00 pm, Mondays through Fridays, by any duly authorized agent of UNK or as required by applicable law.

2.8.6 The University expects Bidder to accept customer payments in the form of cash, check or credit. The Bidder is responsible for being in compliance with all Payment Card Industry (PCI) standards. If using the University data lines for credit card transactions, bidder will be responsible for compliance with University policies related to such use as well as minimum equipment requirements.

2.9 Operating Schedule

2.9.1 On or before August 1st, University shall provide Bidder a schedule of all events at the Facilities at which concessions services are required for that year. This schedule may be amended by UNK from time to time; provided, however, UNK shall give Bidder at least 48-hour advance notice of any event in which concession services are required.

2.9.2 The University shall have the right, in its sole discretion, to cancel any event at the Facilities. Bidder shall have no action or claim against UNK, or the University of Nebraska Board of Regents, for any cancellation by UNK.

2.10 University Responsibilities

2.10.1 The University will provide electric power, water, gas and sewer for Bidder operations.

2.10.2 The University will provide for the normal removal for all trash and recycled waste from common waste gather site.

2.10.3 The University shall properly maintain and repair concession stand Facilities provided at the University's venues resulting from normal use. Any damage caused by the negligence or abuse by the bidder shall be the responsibility of the bidder.

2.11 References

2.11.1 Provide a list of not less than three professional contacts that can substantiate Bidder's ability to operate concession services as required. For each professional contact identified, provide the name, telephone number and length of professional relationship. Bidder shall complete Exhibit "V" – References.

2.12 Insurance

2.12.1 It is expressly understood and agreed that the Bidder is an independent vendor engaged in transacting its own business on its own account in the Facilities furnished to the Bidder. It is in no manner an employee of partner of, or in a joint venture with the University. The Bidder must expressly agree to pay for the cost of all merchandise, services and other expenses in connection with the operation of its business. The Bidder hereby expressly relieves the University from all responsibility for any destruction, damage to, loss or theft of its equipment, supplies, raw food or any other material in the Facilities belonging to the Bidder and for injury to or death of any of its employees, agents or invitees, but only to the extent that such injury, death, damage, loss or theft was caused by the negligent acts or omissions of the Bidder.

2.12.2 The Bidder 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 Bidder, its agents and employees not otherwise the result of the negligence, misconduct or other fault of the University, its employees or agents.

2.12.3 The Bidder 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 Bidder, its agents and employees in its performance under the contract award and shall not penalize the University for any such losses.

2.12.4 The Bidder shall secure the following listed coverage in the minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
<i>Worker's Compensations (WC)</i>	<i>Statutory</i>
<i>Employer's Liability</i>	<i>\$500,000 bodily injury per occurrence</i>
	<i>\$500,000 bodily injury by disease per occurrence</i>
	<i>\$500,000 bodily injury by disease aggregate</i>
<u><i>Commercial General Liability (CGL)</i></u>	
<i>General Aggregate</i>	<i>\$1,000,000 per occurrence</i>
	<i>\$3,000,000 aggregate</i>
<i>Including Product Completed Operations</i>	<i>\$2,000,000 per occurrence</i>
<u><i>Excess Liability</i></u>	
<i>Umbrella</i>	<i>\$5,000,000</i>
<i>Each Occurrence</i>	<i>\$1,000,000</i>

Automobile Liability (including hired & non-owned)
Combined Single Limit *\$1,000,000*

Contractor's Certificate of Insurance – successful bidder 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 Business Services 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. Bidder's Certificate of Insurance, as attached, shall be executed by the successful bidder and its insurer within (15) days upon notice of award of contract.

SECTION 3: Proposal Submittal Requirements

3.1 Submittals and Bid Opening

One (1) electronic copy of any proposal in response to this RFP must be received by UNK in the Office of Procurement & Payment 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.** Proposals may be emailed to bensonsa1@unk.edu prior to 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 bidder is responsible for making sure their proposal is properly addressed/identified. In order to assure proper processing and receipt, your bid submittal should be returned in a sealed envelope (or parcel) and delivered to/addressed as follows: **University of Nebraska at Kearney, Procurement & Payment Services, 2504 9th Ave, Kearney, NE 68849-1240** along with the applicable “RFP Number” and “Title of Bid” 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 Procurement & Payment Services staff. This provides immediate bid identification.

3.3 Inspection of Premises

Bidders are invited to inspect the project sites completely prior to submitting a proposal in order to determine all requirements associated with the contract. This will be scheduled and conducted upon request by the Bidder and in collaboration with the University. Failure to inspect adequately shall not relieve the Bidder from the necessity of furnishing and installing, without additional cost to the University, any materials and equipment or performing any labor that may be required to carry out the intent of the contract.

3.4 Bidder Questions, Clarifications, and Addenda Interpretation

3.4.1 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.

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

Scott Benson
Procurement & Payment Services
University of Nebraska at Kearney
Kearney, Nebraska 68849-1240

FAX (308) 865-8668
E-mail: bensonsa1@unk.edu

3.4.3 In order to be given consideration, any requests for interpretation must be received no later than June 1, 2021. 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 Bidders, or such other form of communication as UNK deems reasonably likely to reach interested parties; provided however, that Bidders who were notified of this RFP by accessing the UNK Procurement & Payment Services 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 UNK, is responsible to secure notification and delivery of any addenda. Failure of any Bidder to receive any addenda or other information released by UNK 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.

3.4.4 The Bidders 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.

3.5 Cost of Preparation

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

3.6 Bidder Qualification

UNK 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 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 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 UNK expects. Conditional bids will not be accepted.

3.7 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, 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 bids will not be considered. Unless the exceptions are stated with the proposal at the time of its submission, no further consideration of the exceptions exist and the Bidder will be held responsible for compliance to the detail of all specifications, terms and conditions in this RFP.

SECTION 4: PROPOSAL SCHEDULE

Issue Date of RFP	May 24, 2021
Deadline for Questions	June 1, 2021
Deadline for Receipt of Proposals	June 11, 2021
Contract Commences	August 1, 2021

SECTION 5: LIST OF EXHIBITS

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

Exhibit II: Concessions Equipment

Exhibit III: Concessions Retail Pricing

Exhibit IV: Concessions Compensation

Exhibit V: References

SECTION 6: LIST OF APPENDICES

Appendix A: Definitions

Appendix B: Concessions Facilities

Appendix C: Exclusive Contracts

Appendix D: Terms & Conditions

University of Nebraska at Kearney

Bid #21-03

May 24, 2021

Exhibit I – Equal Opportunity Clause and Certification of Non-Segregated Facilities

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, ethnicity, national origin, sex, pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, and/or political affiliation. 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, ethnicity, national origin, sex, pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, and/or political affiliation. 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 advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, ethnicity, national origin, sex, pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, and/or political affiliation.

“(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 provision of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

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

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

“(7) The Contractor will include the provisions of Paragraph (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.”

Contractor 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.

Contractor 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 provision 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.

-----CUT-----

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. # _____

University of Nebraska at Kearney
Bid #21-03
May 24, 2021
Exhibit IV - Concessions Compensation

Propose an annual guaranteed payment
*minimum \$30,000

	Annual Payment
Concession Operations	

Propose a commission that would be paid for annual concession sales in excess of \$100,000
*minimum 30.00 percent

	Proposed Commission
Sales greater than \$100,000 annually	

Bidder

Signature

**University of Nebraska at
Kearney Bid #21-03
May 24, 2021
Exhibit V – References**

*Professional reference that can substantiate ability to provide University Concessions

1.	Name and Address: _____ _____ _____ _____	Contact Name: _____ Title _____ Phone # _____ E-Mail _____
2.	Name and Address: _____ _____ _____ _____	Contact Name: _____ Title _____ Phone # _____ E-Mail _____
3.	Name and Address: _____ _____ _____ _____	Contact Name: _____ Title _____ Phone # _____ E-Mail _____

University of Nebraska at Kearney
Bid #21-03
May 24, 2021
Appendix A – Definitions

“**Academic Year**” begins with the start of autumn and ends the following summer.

“**Agreement**” means the Concessions Agreement between Concessionaire and UNK, together with all attachments and exhibits.

“**Concessionaire**” shall mean the bidder or successful bidder.

“**Facilities**” shall mean the UNK Health & Sports Center, Foster Field or other sites that may be designated by UNK.

“**Lease Year**” is each annual period beginning on July 1 and ending on June 30 during the Initial Term and any annual renewal of the Agreement.

“**Licensee**” shall mean any person or entity that may from time to time enter into any agreement with UNK for the use of the Facilities for a particular purpose.

“**Lopers**” refers to the University of Nebraska at Kearney school mascot. The University of Nebraska at Kearney is nicknamed the Antelopes (Lopers for short).

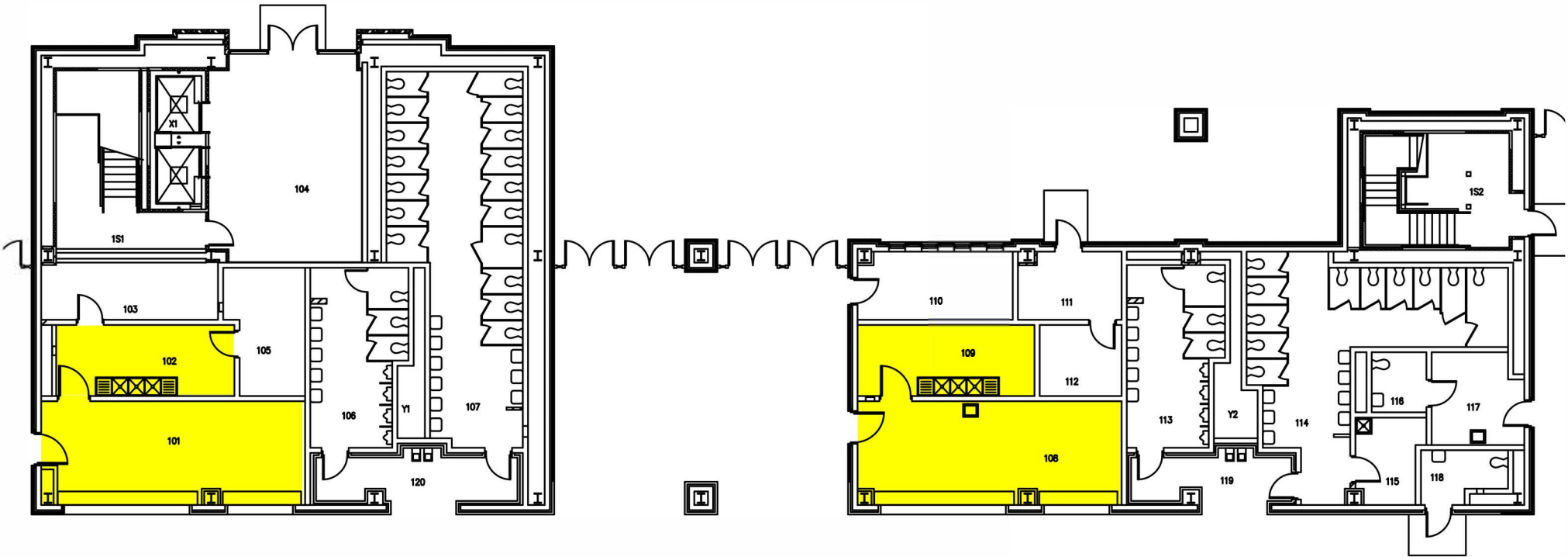
“**Proposal**” means Contractor’s written proposal documents submitted to the University pursuant to its Request For Proposals #21-03

“**RFP**” means University of Nebraska at Kearney Request for Proposals #21-03

“**Term**” shall refer to that period of time during which the Agreement is executed.

“**UNK**” & “**University**” means University of Nebraska at Kearney.

University of Nebraska at Kearney
Bid #21-03
May 24, 2021
APPENDIX B - Concessions Facilities



Cope Stadium
Concessions Services
Rm 101: 396 sq ft; Rm 102: 190 sq ft
Rm 108: 402 sq ft; Rm 109: 188 sq ft

**University of Nebraska at
Kearney Bid #21-03
May 24, 2021
Appendix C – Exclusive Contracts**

Food Service Contract: Sodexo America, LLC Term: May 21, 2019 to
June 30, 2024

Beverages Rights Licensing: Pepsi Beverages Company
Term: January 1, 2020 to December 31, 2029

Lease and Operation of Antelope Bookstore: Barnes & Noble College Booksellers
Term: July 13, 2015 to June 30,
2025

Food & Beverage Concessions: Runza Restaurants
Term: July 1, 2005 to July 30, 2021

Vending Services: First Choice Vending
Term: July 21, 2014 to June 20, 2024

UNIVERSITY OF NEBRASKA AT KEARNEY

APPENDIX D - 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.

1.1 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.

1.2 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.

1.3 Contract Assignment

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

1.4 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>.

1.5 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.

1.6 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.

1.7 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.

1.8 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.

1.9 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.

1.10 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.

1.11 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, possession or use of a controlled substance in conducting any activity covered by the contract. UNK reserves the right to request a copy of the Vendor's Drug Free Workplace Policy. The Vendor further agrees to insert a provision similar to this statement in all subcontracts or services required in response to this RFP.

1.12 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.

1.13 Affirmative Action/Equal Opportunity

The University of Nebraska reaffirms its policy of providing equal opportunity to small business enterprises and to minority-owned, disability-owned, women-owned, veteran-owned, LGBT-owned, and certified diverse businesses 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 also is 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, ethnicity, national origin, sex, pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, and/or political affiliation. 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.

1.14 Statement of Commitment:

The University of Nebraska is committed to creating a climate that encourages certified diverse businesses to compete for University business within the parameters of state and federal law and Board of Regents policies through outreach, informational, and support programs that foster the access and success necessary for the prosperity of our state and its people.

1.15 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.

1.16 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.

1.17 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.

1.18 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.

1.19 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.

1.20 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.

1.21 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.

1.22 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.

1.23 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.

1.24 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.

1.25 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.

1.26 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.

1.27 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.

1.28 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.

1.29 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.

1.30 Federal Immigration Verification – E-Verified – LB403 Compliance

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 pursuant to Neb. Rev. Stat. 4-108 to 4-114 as amended.

1.31 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.

1.32 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.

1.33 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.

1.34 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.

1.35 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.nitc.ne.gov/standards/accessibility/accessibility_standards.pdf. LB352

1.36 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.

1.37 LB429 Compliance

Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. §84-602.01, as may be amended), as of July 1, 2014, the University of Nebraska is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any documents incorporated by reference in the contract. Copies of all such contracts and documents are published by the Nebraska Department of Administrative Services at www.nebraskaspending.gov. It shall be the sole responsibility of the Contractor to notify the University of any redactions to such contracts and documents under Neb. Rev. Stat. 84-712.05(3) prior to contract execution.