

University of Nebraska at Kearney  
March 12, 2020  
Request for Proposals #20-03  
Chartered Transportation Service

RFP Due: March 30, 2020, 2:00 P.M. Local Time

Procurement & Payment Services  
Warner Hall Rm. 119  
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, 2113 Warner Hall; Voice/TDD-(308) 865-8400.**

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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 Supplier 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 9<sup>th</sup> Ave  
Kearney, Nebraska 68849-1240

PROPOSAL IN RESPONSE TO RFP #20-03

The undersigned authorized officer of the Supplier firm represents that the Supplier has carefully examined the specifications and conditions contained in the RFP. The Supplier 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 Supplier 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 Supplier's Proposal, unless otherwise clearly stated to the contrary in the Proposal. Proposals containing exceptions to RFP provisions may not be favorably received.

The Supplier represents and warrants that the proposal submitted is not the result of collusion with other eligible Suppliers, 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:

SUPPLIER FIRM: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
                    Authorized Signature

Signing Officer's Name and Title: \_\_\_\_\_

Correspondence to the Supplier 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 Suppliers to provide the goods and/or services described below. If the RFP process is successful, UNK will enter into a contract with the successful Supplier for the product or service.

UNK is soliciting proposals to provide chartered bus transportation for the department of Intercollegiate Athletics and other University related groups in accordance with the terms, conditions and requirements set forth in this Request for Proposal (“RFP”).

## **1.3 Expectations**

The University currently has an agreement with Navigator MotorCoaches Incorporated; the current term ends on June 30, 2020. Group sizes vary greatly and can range from a small team of 15 to a large group of 70. Therefore, there is a need for large capacity coach buses, and smaller buses. Travel could consist of hourly needs, one-day, overnight and multi-night travel both locally and to various long-distance locations. The expenditure amount listed in this RFP and the trips included are for reference only and do not in any way guarantee an amount of future business. They are meant to serve only as estimates for charter bus travel, and actual future expenditures may be above or below these amounts.

## **1.4 Contract Term**

The term of this agreement will be July 1, 2020 – June 30, 2023 with options to renew for two additional two-year periods. The University reserves the right to extend beyond the Contract Term if deemed to be in the best interest of the University.

## **SECTION 2: Required Response Questions**

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

### **2.1 History and Background of Supplier**

- 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 to provide 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 Supplier, 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 Supplier or the University? If so, please explain in detail.
  
- 2.1.5** Charter Bus Suppliers must meet state standards of equipment and drivers per Nebraska Administrative Code Trans 300, Subchapter II (equipment) and Trans 300.16 (driver or equipment). Selected Supplier must be licensed to provide intrastate and interstate service, where applicable. Selected Supplier will be responsible for compliance with all Federal and State DOT regulations regarding their service for the University.

### **2.2 Personnel**

- 2.2.1** All drivers should have successfully taken both written and road tests. In addition, all drivers must be subjected to a physical examination, which shall include initial testing for drugs and alcohol in accordance with the Department of Transportation's rules and regulations.

- 2.2.2** The selected Supplier(s) must have an ongoing drug and alcohol program in place, and will be required to conduct random drug testing on its drivers. Results of initial and subsequent testing must be made available to University officials if requested. Supplier must prohibit any driver failing such tests to operate vehicles for University events.
- 2.2.3** The successful Supplier(s) must have drivers in sufficient quantities to meet the needs of this contract and to provide substitutes where necessary. Provide a complete list of all employees including name, job title and years with the Supplier. As applicable, this must include management, administration, drivers, mechanics and support staff. Driver list must show Commercial Driver's License (CDL), physicals, first aid, Defensive Driving Course, accident and violation history and all related details.
- 2.2.4** Upon request, the University reserves the right to receive current information for Supplier's employees.
- 2.2.5** During University trips, the driver must make every effort to secure students' possessions against theft.
- 2.2.6** Supplier is required to furnish drivers with detailed, accurate directions to all destinations and return as well as verifying all trips with the authorized University liaison prior to dispatch. The University will not be responsible for any trips or charges which are not confirmed prior to dispatch. The driver must be familiar with the designated routes so as to prevent any delays and extra miles logged due to driver error beyond a reasonable mistake. Drivers are to be aware of any road construction and chart alternative routes to avoid delays.
- 2.2.7** The University may request a driver be unassigned to drive for University events for reasonable cause. The University will provide written notice to the Supplier in such instances.
- 2.2.8** The University will cover lodging expenses for driver on overnight trips.
- 2.2.9** The University may provide meal(s) for bus driver(s) while transporting UNK athletes/students/personnel as necessary.

### **2.3 References**

- 2.3.1** Provide your history of providing charter bus service for the past three years; include experience with large groups traveling on multi-day trips.



**2.3.2** Complete EXHIBIT D- References with no less than three commercial customer contacts that can substantiate Supplier’s ability to execute their proposal. Preference would be to have references from past agreements that are similar in size and scope. For each contact identified, provide the name, organization, telephone number, and recent project(s) completed for the contact’s organization.

**2.3.3** 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 Suppliers that demonstrate a commitment to equal opportunity within their own enterprises and who abide by Federal and State Laws. The Supplier awarded the Contract will be required to complete EXHIBIT C – Equal Opportunity Clause and Certification of Non-Segregated Facilities.

## **2.4 Exclusivity**

**2.4.1** UNK will promote Supplier as the exclusive transportation company of Loper Athletics through the use of public service announcements and video board advertising. As the exclusive ground transportation provider for UNK Athletics, Supplier will have the “first right of refusal” to contract for UNK Athletic Department travel. Should Supplier be unable to fulfill UNK Athletics travel needs, it is acceptable for UNK Athletics to use another carrier to provide ground transportation. This is acceptable only upon written permission from Supplier to the UNK Athletic Director.

**2.4.2** Other UNK Departments will be able to utilize the contracted pricing for events but utilization is not exclusive to departments outside of Athletics.

**2.4.3** There are times when UNK Athletics sends a small number of participants to an event and a bus is not the most economical means of transportation; rather a 12-passenger van is more appropriate.

Will Supplier rent 12-passenger vans; if so, provide pricing in Exhibit A. If not, respond with the minimum number of travelers Supplier can economically accommodate thus, requiring transportation be contracted through Supplier. If the number of travelers is less than the minimum number, exclusivity provisions do not apply and Athletics may contract transportation with an alternate provider.

## **2.5 Pricing**

**2.5.1** Provide firm pricing for the initial contract term (three years).

**2.5.2** After the initial 3-year term, price increases will be negotiated with the respective renewal period.

**2.5.3** The University generally requires 40-50 and 56 passenger buses. If other sizes are available, please specify sizes and pricing. Complete EXHIBIT A – Pricing. Pricing and instructions provided should be such that a University coordinator, with minimal experience, can calculate the complete cost of any contemplated trip.

**2.5.4** The nature of Athletics results in unexpected scheduling changes and immediate transportation needs, Supplier shall to the best of its ability address such needs. In the event only a larger than necessary MotorCoach is available, Supplier agrees to limit charges to the next available size beyond the necessary MotorCoach. For example, an unplanned (less than two weeks' notice) request for a 30-38 passenger MotorCoach can be met with either a 47 or 56 passenger MotorCoach. If a 56 passenger MotorCoach is provided, Supplier will limit charges to those outlined for the 47 passenger MotorCoach.

**2.5.5** Provide a cancellation policy including applicable charges to the University.

**2.5.6** Bus Wrap - The University desires to wrap a 56-passenger MotorCoach with UNK's logo and branding. UNK's Director of Athletics and Director of Communications & Marketing will have the final design approval. In the response, include if this is feasible and amount the Supplier will contribute toward this expense.

**2.5.7** Provide detail for annual in-kind sponsorship or discounts from Supplier.

## **2.6 Vehicle Requirements**

**2.6.1** Supplier must have a sufficient quantity of buses to meet the needs of this contract as specified. In addition, Supplier must have the capability to provide a substitute vehicle due to breakdown for a similar situation. Supplier must have capability to expeditiously resolve any breakdowns or malfunctions that occur when the vehicle is in route. The Supplier should state their contingency plan for breakdowns. Any additional costs incurred by the University to obtain alternate transportation as a result of the Supplier's inability to complete the trip as required will be deducted from any amount due the Supplier. Supplier must guarantee substitute buses when vehicle is inoperable, etc.

**2.6.2** All vehicles provided to the University minimum requirements:

- Vehicle must be comfortable and clean
- Vehicle must be in good, safe mechanical condition
- Vehicle must have functioning heater and A/C system
- Vehicle must have adequate storage
- Exterior should be well painted and clean
- Interior should be clean, with upholstery and flooring in good condition
- No smoking policy

All vehicles (29-passenger bus or larger) must meet these additional requirements:

- Age: 15 years or less
- WiFi accessible to travelers
- DVD/TV unit in excellent working condition
- Restrooms clean and in excellent operating condition
- All reclining seats operable and in excellent condition, including upholstery, arm and footrests
- Vehicle must have a minimum of two different sets of operational interior lighting, including individual overhead seating reading lights.
- Secured overhead storage and enclosed under carriage storage with locks
- Fire Extinguishers
- First Aid Kit

**2.6.3** Above motor coaches have been determined to best meet the needs of the University for Travel, however, proposals for motor coaches and vehicles varying somewhat from the above requirements in terms of exact number of seats and seating arrangements may be considered and evaluated.

**2.6.4** All vehicles used in fulfillment of this contract must be owned, operated, and maintained by the selected Supplier. The University specifically prohibits the use of third-party companies to provide transportation as specified above without written approval from UNK's Director of Athletics.

**2.6.5** The University reserves the right to inspect a representative vehicle owned by the selected firm prior to award. In addition, the University reserves the right to periodically inspect vehicles during the term of the contract and to reject any vehicle for use if deemed inappropriate, unsafe, etc.

## **2.7 University System Participation**

Supplier acknowledges that in some instances, other University campuses or state agencies may wish to explore the possibility of sharing in the benefits of this RFP and its resultant contract.

## **2.8 Non-Collusive Bid**

Supplier acknowledges that any bid responses submitted are 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 from obtaining the most advantageous response possible to this bid.

## **2.9 Insurance**

**2.9.1** The Supplier 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 Supplier, its agents and employees not otherwise the result of the negligence, misconduct or other fault of the University, its employees or agents.

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

**2.9.3** Supplier shall, at Supplier's sole cost and expense, obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, the University shall not be deemed or construed to have assessed the risk that may be applicable to Supplier under this Agreement. Supplier shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. Supplier is not relieved of any liability or other obligations assumed or pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Any carrier providing coverage shall have a minimum A.M. Best's Insurance Guide rating of "A-VII."

Coverages:

1. Commercial General Liability coverage of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate. Coverage to include:
  - a. Premises and operations
  - b. Personal injury/advertising injury
  - c. Products/completed operations
  - d. Liability assumed under an insured contract (including tort liability of another assumed in a business contract)
  - e. Independent contractors
  
2. Automobile Liability – coverage to include:
  - a. Owned vehicles
  - b. Leased vehicles
  - c. Hired vehicles
  - d. Non-owned and employee non-owned vehicles
  - e. Personal injury protection (where applicable)
  
3. Workers' Compensation and Employers' Liability

Supplier shall name the University and its regents, officers, employees, agents, and volunteers as Additional Insureds. All policies must be written on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the University. All policies must contain a waiver of subrogation clause. A

certificate of insurance evidencing all coverages required is to be provided at least five (5) business days prior to the inception date of this Agreement. Policies may not be non-renewed, cancelled, or materially changed or altered unless thirty (30) days advance written notice is provided to the University.

## **SECTION 3: Proposal Submittal Requirements**

### **3.1 Submittals and Bid Opening**

One (1) electronic copy of any proposal via USB Flashdrive, along with required exhibits, in response to this RFP must be received by UNK in the Procurement & Payment Services office, 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 Supplier 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 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 Procurement & Payment Services staff. This provides immediate submittal identification.

### **3.3 Supplier Questions, Clarifications, and Addenda Interpretation**

**3.3.1** It is the responsibility of each Supplier to become familiar with the project requirements. Lack of knowledge concerning the project requirements will not relieve Suppliers 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 Supplier by UNK. Any request for interpretation shall be put in writing and faxed or e-mailed by the Supplier 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](mailto:bensonsa1@unk.edu)

**3.3.3 In order to be given consideration, any requests for interpretation must be received no later than March 20, 2020.** 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 Suppliers, or such other form of communication as UNK deems reasonably likely to reach interested parties; provided however, that Suppliers who were notified of this RFP by accessing the UNK Office of 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 Supplier, not UNK, is responsible to secure notification and delivery of any addenda. Failure of any Supplier to receive any addenda or other information released by UNK after the initial distribution of this RFP shall not relieve the Supplier 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 Suppliers will receive addendums will be March 24, 2020.

**3.3.4** The Suppliers 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 Supplier's proposal.

#### **3.5 Supplier Qualification**

UNK may make any investigations deemed necessary or request any documentation to evaluate the ability of the Supplier to perform the specifications of this RFP. The Supplier 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 Supplier: (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 Supplier. 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 considered. Unless the exceptions are stated with the proposal at the time of its submission, no further consideration of the exceptions exist and the Supplier will be held responsible for compliance to the detail of all specifications, terms and conditions in this RFP.

### **3.7 Bid Evaluation and Award**

- 3.7.1** A signed response shall be considered an offer on the part of the Supplier. Such offer shall be deemed accepted upon issuance, by UNK, of purchase orders, contract award notifications, or other documents appropriate to the work.
- 3.7.2** No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the Bid Deadline, and each Bidder so agrees in submitting the bid.
- 3.7.3** In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 3.7.4** The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to UNK, and as UNK deems will best serve the requirements and interest of UNK.
- 3.7.5** A tie bid occurs when two or more bids are received with the same unit price and are of equal quality. In accordance with the provisions of Neb. Rev. Stat., § 73-101.01, when a University contract is to be awarded to the lowest possible Bidder, a resident Bidder shall be allowed a preference over a non-resident Bidder from a state which gives or requires a preference to Bidders from that state. Reference: Board of Regent Policy RP-6.2.1.10 Resident Bidder Preference. Tie bids involving two or more Nebraska Bidders will be resolved by a witnessed, coin toss.
- 3.7.6** UNK reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups or “lump sum”; to wave minor irregularities in bids; all as shall best serve the requirements and interests of UNK.
- 3.7.7** In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by UNK. Failure to provide the information requested to make this determination may be grounds to declare such Bidder non-responsive and may result in disqualification.
- 3.7.8** UNK reserves the right to waive any irregularity or other requirement, which it deems does not materially affect the selection process. Factors that may be considered include, but are not limited to, clarity and responsiveness, conformity with bid specifications, cost effectiveness, design, delivery, installation, the specific needs of the UNK community, Bidder’s reputation and/or past performance, quality of goods and/or services offered to UNK, technical performance, installation, and ability to expand with UNK’s needs. UNK reserves the right to reject any irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous
- 3.7.9** University System Participation: Other University campuses or state agencies may wish to explore the possibility of sharing in the benefits of the RFP and its resultant contract.
- 3.7.10** Submissions will be evaluated, and the contract, if any, awarded and performed in compliance with all relevant UNK policies.



- 3.7.11** No representative of a Bidder should directly or indirectly contact any member of the evaluation committee, or any faculty or staff member concerning this bid, unless permission is explicitly given to the Bidder by the Director of Procurement Services, for the purposes of providing additional information or facilitating the evaluation. Any attempt by a Bidder to contact a member of the evaluation committee or any other faculty or staff member about this bid without proper authorization can lead to disqualification.
- 3.7.12** UNK reserves the right to request additional information from a Bidder in any format which UNK deems necessary to evaluate the proposals, including formal Q & A or meetings and presentations. The evaluation may include subjective assessment of the proposal materials, including factors not listed specifically in this bid.
- 3.7.13** Bidders may be required to submit samples of any item or product offered in response to this bid. Each sample must be clearly identified with the name of the Bidder, name of the manufacturer, or other information, if requested, relevant to the evaluation of the sample.
- 3.7.14** UNK reserves the right to conduct discussions and negotiations with any or all respondents to this bid, concerning any element of or response to this bid, for the purpose of clarification and modification. Discussion and negotiation may include, but is not limited to, the scope of work, design, schedule and price.
- 3.7.15** Upon completion of the evaluation process, Bidders will be notified via email or letter, of the identity of the successful Bidder. If for any reason, UNK and the successful Bidder fail to finalize a contract, UNK reserves the right to attempt to enter into a contract with the next most responsive Bidder(s), based on evaluation results.
- 3.7.16** UNK reserves the right to reject all proposals received and discontinue the evaluation and selection process at any time. UNK also reserves the right to re-solicit proposals in response to this bid or any amendment to this bid. If no responsive bids are received, UNK reserves the right to negotiate with any firm in order to substantially fulfill the bid under such terms and conditions as UNK deems best serve its needs.

## **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 Supplier exception, into any resulting contract between the University and the successful Supplier. Any additional or different terms proposed by the successful Supplier 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 Supplier 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 Supplier with a thirty (30) day written notice of the terms in breach. If after such notice, the successful Supplier 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 Supplier payments of \$25,000 or more be processed via ACH (direct deposit to Supplier's bank). Any Supplier 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 Supplier 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 Supplier pursuant to this RFP, the Supplier 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 Supplier. 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 Supplier, such as the Gramm Leach Bliley Act implemented at the University of Nebraska by Presidential Executive Memorandum No. 26 which requires specific Supplier contract provisions; and all other applicable policies of the University of Nebraska. Supplier agrees to indemnify UNK against any loss, cost, liability, or damage by reason of Supplier's violation of any applicable law or regulation. Any successful Supplier 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 Supplier 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 Supplier'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 Suppliers, subSuppliers 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 Supplier has engaged in discrimination or harassment, the Supplier 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 Supplier from the University campus. Supplier'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 Supplier agrees that in the performance of this contract, neither the Supplier 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 Supplier's Drug Free Workplace Policy. The Supplier further agrees to insert a provision similar to this statement in all subcontracts or services required in response to this RFP.

#### **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 SubSuppliers**

The successful Supplier shall not subcontract all or substantially all of any facet of the Proposal without the prior written approval of UNK. The successful Supplier shall be fully responsible for the acts and omissions of its subSuppliers and of the persons directly or indirectly employed by them. Every subSupplier shall be bound by the terms of any contract awarded under this RFP; provided however, that no contractual relationship shall exist between any subSupplier and UNK, unless it is evidenced in a separate contract independent of the contract with the Supplier.

#### **4.16 Parking**

The successful Supplier and/or its employees and agents will be solely responsible for permits or any fines resulting from parking violations occurring on UNK property. Successful Supplier 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 Supplier and any subSuppliers 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 Supplier or subSupplier 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 Supplier or its employees or agents to be present on or within UNK's properties, then the Supplier shall limit its presence and activities to such areas as are reasonably necessary in order to perform under the contract. The successful Supplier 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 Supplier'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 Suppliers**

Any hazardous waste that is generated from the performance of any contract awarded shall be properly disposed of by the successful Supplier in a timely fashion and in accordance with applicable hazardous waste laws and regulations. The cost for hazardous waste management

and disposal is successful Supplier's responsibility. Should UNK deem it prudent to dispose of any hazardous waste left on its property, as a result of the successful Supplier's failure to meet its responsibilities, all costs associated with such disposal shall be deducted from any amount yet to be paid to the Supplier and/or billed to the Supplier. University Environmental Health Services is to be notified of all hazardous waste issues.

#### **4.20 Delivery; F.O.B.; Shipping**

The successful Supplier 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 Supplier 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 Supplier 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 Supplier's premises, Supplier 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 Supplier 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 Supplier, require the successful Supplier to remove them, or direct a correction in place. The expense of any such remedy shall be borne by the successful Supplier, including any excess cost.

#### **4.24 Liens**

Successful Supplier 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 Supplier upon request.

#### **4.26 Ambiguities**

Should the successful Supplier perceive an ambiguity in the contract, the successful Supplier shall request an interpretation from UNK before proceeding. If a successful Supplier 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 Supplier Identification**

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

#### **4.29 Federal Immigration Verification – E-Verified – LB403 Compliance**

The successful Supplier, on behalf of itself and any subSupplier 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.



#### **4.30 Federal Procurement**

No contract shall be awarded to any Supplier/Supplier 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, Supplier/Supplier specifically warrants and represents that it is not included on the Debarment List. Supplier/Supplier 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 Supplier.

#### **4.31 Legal Relationship**

The Supplier 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 Supplier 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 Supplier shall ensure that no improper, unethical or illegal relationships or conflict of interest exists between or among the Suppliers, 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 Supplier 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.nitc.ne.gov/standards/accessibility/accessibility\\_standards.pdf](http://www.nitc.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 Supplier upon notice of award.

#### **4.36 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](http://www.nebraskaspending.gov). It shall be the sole responsibility of the Supplier to notify the University of any redactions to such contracts and documents under Neb. Rev. Stat. 84-712.05(3) prior to contract execution.

## **SECTION 5: PROPOSAL SCHEDULE**

Issue Date of RFP	March 12, 2020
Deadline for Questions	March 20, 2020
Addendum (Respond to Questions)	March 24, 2020
Deadline for Receipt of Proposals	March 30, 2020
Notify Selected Supplier	April 6, 2020
Contract Effective Date	July 1, 2020

## **SECTION 6: LIST OF EXHIBITS**

**Exhibit A:** Pricing

**Exhibit B:** Historical Spend

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

**Exhibit D:** References

EXHIBIT A  
Pricing

The University usually requires 40-50 and 56 passenger buses. If other sizes are available, please specify sizes and prices.

	56 Passenger Bus	40-50 Passenger Bus	29 Passenger Bus	Other	Other
Rate/Mile - live					
Rate/Mile - dead					
Rate/Hour					
Day Rate					
Overnight Charges					
Minimum Charge					
Other Charges (list):					
Location and number of Miles to UNK (roundtrip) from where busses are dispatched					

Specify what determines whether a trip is billed by mile, by hour or by day or half day and when other charges are applicable:

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Pricing

State the total cost below for the following scenario. 71 passengers on the trip. Depart 6:16 p.m. on Friday for Durgano, CO. Return at 11:00 p.m. on Saturday.

	56 Passenger Bus	40-50 Passenger Bus	29 Passenger Bus	Other	Other
Rate/Mile - live					
Rate/Mile - dead					
Rate/Hour					
Day Rate					
Overnight Charges					
Minimum Charge					
Other Charges (list):					

Specify what determines whether a trip is billed by mile, by hour or by day and when other charges are applicable:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Location from which buses are dispatched:

\_\_\_\_\_

Miles to University of NE at Kearney:

\_\_\_\_\_

### Pricing

State the total cost below for the following scenario. 40 passengers on the trip. Depart 8:00 a.m. on Wednesday for Las Vegas, New Mexico. Play game on Friday in Las Vegas. On Saturday, travel to Alamosa, CO to play game that night. Leave 11:00 p.m. on Saturday from Alamosa.

	56 Passenger Bus	40-50 Passenger Bus	29 Passenger Bus	Other	Other
Rate/Mile - live					
Rate/Mile - dead					
Rate/Hour					
Day Rate					
Overnight Charges					
Minimum Charge					
Other Charges (list):					

Specify what determines whether a trip is billed by mile, by hour or by day and when other charges are applicable:

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Location from which buses are dispatched:

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Miles to University of NE at Kearney:

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### Pricing

State the total cost below for the following scenario. 53 passengers on the trip. Depart 6:30 a.m. on Saturday for Lincoln, NE. Leave Lincoln, NE at 5:00 p.m. on Saturday.

	56 Passenger Bus	40-50 Passenger Bus	29 Passenger Bus	Other	Other
Rate/Mile - live					
Rate/Mile - dead					
Rate/Hour					
Day Rate					
Overnight Charges					
Minimum Charge					
Other Charges (list):					

Specify what determines whether a trip is billed by mile, by hour or by day and when other charges are applicable:

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Location from which buses are dispatched:

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Miles to University of NE at Kearney:

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**Exhibit B - Historical Spend**

<b>Fiscal Year</b>	<b>Text</b>	<b>Amount</b>
2019	9-4-18 Acctg/Fin Students Meet the Firms Tour in O	\$ 250.00
2019	9-4-18 Acctg/Fin Students Meet the Firms Tour in O	\$ 899.00
2019	Charter Bus for UNK Choraleers One-Day Travel	\$ 791.00
2019	String Project Trip to the State Capital in Lincol	\$ 967.00
2019	56 Passenger Motorcoach for April 10, 2019 to take	\$ 897.00
2019	Motor Coach from Ralston High School to UNK & back	\$ 1,400.00
2019	Trolley Service for UNK Campus & local Kearney Tou	\$ 485.00
2019	Navigator 56 passenger Motorcoach bus from Kearney	\$ 1,330.00
2019	Navigator- Bus driver gratuity 10% of total charte	\$ 133.00
2019	Passenger MotorCoach for IPD Omaha Immersion Trip-	\$ 1,392.00
2019	MotorCoach gratuity approx \$2 per person	\$ 112.00
2019	56 passenger bus to transport 18 ELI students and	\$ 1,541.00
2019	FB-(2) Charter bus for TT 2 Edmond Ok for game vs	\$ 5,941.40
2019	VB-Charter Bus for Volleyball Aug 5-7 for Team Pra	\$ 2,400.00
2019	VB-Team Charter 4TT2 Ogallala for Scrimmage 8/11	\$ 951.60
2019	VB-Airport Transfers for California Trips 8/22 and	\$ 3,757.70
2019	VB-Team Transfers to LNK airport for PA trip 9/6 a	\$ 1,500.00
2019	WSO-Team charter to game at Lincoln (Wesleyan) 8/2	\$ 866.20
2019	WSO-Team Charter Bus for TT2 Billings, MT 9/4-9	\$ 5,187.85
2019	56 passenger MotorCoach bus from Kearney to McCook	\$ 947.00
2019	3 Motor Coaches to accommodate up to 150 passenger	\$ 8,211.00
2019	Bus Rental for SCM Bus trip to Lincoln on March 5t	\$ 948.00
2019	Deposit-Trolley Rental -Dest Downtwn	\$ 175.00
2019	Dest Downtwn -final bill - 2018	\$ 681.00
2019	XCFUND-(2) Trolly and (2) BUS for Shuttle of fans	\$ 3,908.00
2019	Navigator Bus - Charter bus for SSRP Eastern NE tr	\$ 1,275.00
2019	MIAATR-Team charter bus 4TT@ MIAA Championships 2/	\$ 4,500.00
2019	MIAA TR-Team charter bus 4TT2 Warrensburg, MO May	\$ 5,264.30
2019	MIAATR-Team charter bus 4TT2 MIAA TR 11/2-3	\$ 2,017.80
2019	FB-(2) Team Charter Busses 4TT2 Pittsburg, KS for	\$ 6,029.85
2019	FB-(2) Team Charter Drivers + Relief Driver 4TT2 T	\$ 7,336.90
2019	FB-(2) Team Charter Busses 4TT2 Maryville, MO 10/1	\$ 3,635.60
2019	FB-(2) Team Charter busses 4TT2 Warrensburg, MO 10	\$ 4,739.70
2019	FB-Team Charter Bus 4TT2 Washburn 11/9-10	\$ 3,690.50
2019	XC-Team Charter bus for TT2 Joplin, MO 9/14-15	\$ 1,546.35
2019	XC-Team Charter Bus 4TT2 Lawrence, KS 9/28-29	\$ 1,088.85
2019	MXC/WXC-Charter Bus 4TT2 Hays 10/12-13	\$ 700.00
2019	MBB-Team Charter 4TT2 Oklahoma 11/8-10	\$ 3,184.20
2019	MBB-Team Charter bus 4TT2 Chadron 11/27	\$ 1,238.30
2019	MBB-Team Charter Bus 4TT2 Chadron 11/14-15	\$ 2,034.25
2019	MBB-Team Charter Bus 4TT2 Hays 12/4	\$ 936.35
2019	MBB-Team charter bus 4TT2 Bolivar and Warrensburg,	\$ 3,083.55
2019	MBB-Team Charter Bus 4TT2 Washburn 1/15-16	\$ 2,104.50
2019	MBB-Team Charter 4TT2 Emporia 1/19-20	\$ 2,113.65
2019	MBB-Team Charter Bus 4TT2 MSO and Pitt St 2/6-10	\$ 3,114.05
2019	MBB-Team charter bus 4TT2 UCO and NE St 02/20-24	\$ 3,907.05
2019	WR-Team Charter bus 4TT2 Wyoming for Open Nov 2-3	\$ 2,281.40
2019	WR-Team charter bus 4TT2 Colorado 11/8-11	\$ 4,287.90
2019	WR-Team Charter Bus 4TT2 CSU-Pueblo 12/14-15	\$ 2,582.10
2019	WR-Team Charter bus 4TT2 Golden, CO 1/11-12	\$ 2,183.10
2019	WR-Team charter bus 4TT2 UCO and Newman 2/2-4	\$ 3,004.25
2019	WR-One Way Transfers for NCAA Tourney to Airport	\$ 1,400.00
2019	MTR/WTR-Team Charter Bus 4TT2 Lincoln 1/11-12	\$ 900.00

2019	MTR-WTR--Team Charter Bus (2) 4TT2 Maryville, Mo 1	\$ 1,630.23
2019	TR-Team charter bus 4TT2 Seward 1/25/19	\$ 487.50
2019	TR-Team charter bus 4TT2 NWMS 2/7-9	\$ 1,946.98
2019	MTF/WTF-Team Charter bus 4TT2 Lincoln 02/15/2019	\$ 475.00
2019	TR-Team Charter bus 4TT2 Emporia 3/22-23	\$ 1,049.20
2019	TR-Team charter bus 4TT2 Hays 3/28	\$ 1,123.98
2019	TR-Team charter bus 4TT2 Boulder, CO 4/5-6	\$ 1,146.80
2019	TR-Team charter bus 4TT2 Whicita 4/5	\$ 982.10
2019	TR-(2) charter busses for tt2 Warrensburg 4/18-20	\$ 2,528.45
2019	TR-Team charter bus 4TT2 Lincoln Wesleyan 4/25	\$ 447.50
2019	TR-Team charter bus 4TT2 Naperville, IL 5/9-11	\$ 1,771.50
2019	XC-Team Charter Bus 4TT2 NCAA Regional Cross Count	\$ 3,132.15
2019	VB-Team Charter Bus 4TT2 Emporia and Topeka 9/14-1	\$ 2,186.85
2019	VB-Team Charter to St. Jo/Maryville 9/28-29	\$ 1,793.40
2019	VB-Team Charter Bus 4TT2 Regis in Denver 9/25	\$ 2,269.75
2019	VB-Team Charter 4TT2 Warrensburg, MO 10/4-6	\$ 3,308.85
2019	VB-Team Charter Bus 4TT2 Hays 10/16	\$ 966.85
2019	VB-Team Charter bus 4TT2 UCO/Pitt St 10/25-27	\$ 3,541.05
2019	VB-Team charter bus 4TT2 Sutherland 4/16 for scrim	\$ 750.00
2019	XC-Team Charter bus for TT2 Joplin, MO 9/14-15	\$ 1,546.35
2019	XC-Team Charter Bus 4TT2 Lawrence, KS 9/28-29	\$ 1,088.85
2019	MXC/WXC-Charter Bus 4TT2 Hays 10/12-13	\$ 700.00
2019	WBB-Team Charter bus 4TT2 Creighton 10/22-23	\$ 1,500.00
2019	WBB-Team Charter bus 4TT2 Lincoln for exhibition g	\$ 866.20
2019	WBB-Team Charter bus 4TT2 Wayne for tourney 11/8-1	\$ 2,100.00
2019	WBB-Team Charter Bus 4TT2 Hays 12/4	\$ 951.60
2019	WBB-Team Charter Bus 4TT2 Bolivar/Warrensburg, MO	\$ 2,800.00
2019	WBB-Team charter bus 4TT2 Washburn 1/15-16	\$ 2,104.50
2019	WBB-Team charter bus 4TT2 Emporia 1/19-20	\$ 2,159.40
2019	WBB-Team charter bus 4TT@ MSO and Pitt St 2/6-10	\$ 3,150.65
2019	WBB-Team charter bus 4TT2 UCO/NESt 2/20-24	\$ 3,812.55
2019	MTR/WTR-Team Charter Bus 4TT2 Lincoln 1/11-12	\$ 900.00
2019	MTR-WTR--Team Charter Bus (2) 4TT2 Maryville, Mo 1	\$ 1,630.22
2019	TR-Team charter bus 4TT2 Seward 1/25/19	\$ 487.50
2019	TR-Team charter bus 4TT2 NWMS 2/7-9	\$ 1,946.97
2019	MTF/WTF-Team Charter bus 4TT2 Lincoln 02/15/2019	\$ 475.00
2019	TR-Team Charter bus 4TT2 Emporia 3/22-23	\$ 1,049.20
2019	TR-Team charter bus 4TT2 Hays 3/28	\$ 1,123.97
2019	WTN-Charter bus 4TT2 Russellville, AR 2/27-3/1	\$ 4,724.40
2019	WTN-Team charter bus 4TT2 Bolivar, and St. Charles	\$ 3,753.45
2019	TR-Team charter bus 4TT2 Boulder, CO 4/5-6	\$ 1,146.80
2019	TR-Team charter bus 4TT2 Whicita 4/5	\$ 982.10
2019	TR-(2) charter busses for tt2 Warrensburg 4/18-20	\$ 2,528.45
2019	TR-Team charter bus 4TT2 Lincoln Wesleyan 4/25	\$ 447.50
2019	TR-Team charter bus 4TT2 Naperville, IL 5/9-11	\$ 1,771.50
2019	WTN-Team Charter bus for TT2 Pueblo, CO 9/12-15	\$ 2,867.10
2019	WTN-Team charter bus 4TT2 Minnesota 9/21-23	\$ 3,804.75
2019	WTN-Team Charter Bus 4TT2 ITA in OKC 9/27-30	\$ 2,852.85
2019	WTN-Team charter bus 4TT2 Springfield, Mo 2/8-11	\$ 2,926.95
2019	WTN-Team charter bus 4TT2 Topeka, KS 3/9-10	\$ 2,003.55
2019	WTN-Spring Break Trip Transportation transfers to	\$ 1,160.00
2019	Team Charter van 4TT2 Lincoln 4/16 for match in Li	\$ 620.00
2019	WTN-Team charter bus 4TT2 Oklahoma City, OK 4/25-2	\$ 2,804.40
2019	WSB-Team Charter Bus 4TT2 St. Cloud, MN 1/31-2/3	\$ 3,864.35
2019	WSB-Team Charter bus 4TT2 Conway, AR 2/15-18	\$ 5,040.25

2019	WSB-Team charter bus 4TT2 Peoria, Il 2/27-3/1	\$ 3,641.70
2019	WSB-Team charter bus for Spring Break Trip to KS/M	\$ 5,600.00
2019	WSB-Team charter bus 4TT2 Topeka/Emporia 4/11-13	\$ 2,534.55
2019	WSB-Team charter bus 4TT2 Hastings, NE 4/10 for ga	\$ 750.00
2019	WSB-Team charter bus 4TT2 UCM and SBU 4/18-20	\$ 3,269.60
2019	WSB-Team charter bus 4TT2 Hays 4/26-27	\$ 1,500.00
2019	WSO-Team Charter bus for TT2 Hays 9/16 for game	\$ 843.60
2019	WSO-Team Charter Bus 4TT2 Emporia and Topeka, KS 9	\$ 2,800.00
2019	WSO-Team Charter bus 4TT2 St. Charles and Warrensb	\$ 3,788.10
2019	WSO-Team Charter Bus 4TT2 Bolivar and Joplin 10/18	\$ 3,355.00
2019	MIAAWBB-Cheer and Dance Bus for support of WBB at	\$ 1,985.55
2019	MIAAWBB-Team charter bus for WBB Team for MIAA Tou	\$ 2,250.00
	<b>Total</b>	<b>\$263,398.85</b>

# 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. \

_____	_____	_____	_____	_____
<b>Firm</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
_____	_____	_____	_____	_____
<b>Signature of Authorized Representative</b>	<b>Title</b>	<b>Date</b>		
<b>Federal I.D. #</b> _____				

**University of Nebraska at Kearney  
Bid #20-03  
March 26, 2020  
EXHIBIT D – References**

**1. Organization Name and Address:**

**Contact Name:**

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Title\_\_\_\_\_

Tele#\_\_\_\_\_

E-Mail\_\_\_\_\_

Affiliation:

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**2. Organization Name and Address:**

**Contact Name:**

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Title\_\_\_\_\_

Tele#\_\_\_\_\_

E-Mail\_\_\_\_\_

Affiliation:

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**3. Organization Name and Address:**

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**Contact Name:**

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Title \_\_\_\_\_

Tele# \_\_\_\_\_

E-Mail \_\_\_\_\_

**Affiliation:**

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