

University of Nebraska-Lincoln
March 5, 2010

Request for Proposals #918745
Redevelopment of Industrial Arts Building

Key Dates and Times:

Non-Mandatory Pre-Bid Meeting and Tour

April 2, 2010, 10:00 AM Central Time
City Campus Union
Corner of 14th & "R" Streets,
Lincoln, Nebraska

Proposals Due

On or Before July 1, 2010, 2:00 pm Central Time

Office of University Services
Procurement Services Department
1700 "Y" Street
Lincoln, Nebraska 68588

Requests for reasonable accommodations needed in order to participate in the process described in this RFP may be directed to the Office of Equity, Access & Diversity, 128 Canfield Administration; phone- (402) 472-2322; Voice/TDD-(402) 472-3417.

1. Proposal Background and Scope of Project

1.1. Purpose

The University of Nebraska-Lincoln (“UNL”) invites proposals from qualified proposers to redevelop, relocate, or adaptively reuse the Industrial Arts Building. The Industrial Arts Building on Innovation Campus was constructed in 1913 to meet the needs of the Nebraska State Fair. It contains 90,012 gross square feet and is constructed of steel and masonry veneer. The building is located within Lot 45 I.T. and Lot 75 I.T., Section 13, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska.

This Request for Proposals (“RFP”) includes the proposal requirements, the components of the proposal process, the required forms and information for submitting a proposal, and the terms and conditions.

1.2. Site Overview

The State of Nebraska passed legislation that transferred a 249-acre parcel to UNL. This area, directly north of the UNL City Campus, is now owned by the Board of Regents and designated to be used for, and transformed into, the Nebraska Innovation Campus (“NIC”), a public/private research and technology development center. The Industrial Arts Building is one of the buildings located on the site.

The NIC offers Nebraskans a way to capitalize on the economic growth potential of university based research. The significant recent growth of research, both at UNL and at the University of Nebraska Medical Center, holds promise for attracting private sector partners who may wish to collaborate or to commercialize the products of University research. UNL seeks to leverage this opportunity and to create a development that will permit private sector companies to locate on NIC but only if they have a significant relationship to research programs and/or centers of excellence at UNL. Private companies benefit from the following relationships:

- Mutual research interests with University faculty that could lead to joint or collaborative research efforts;
- Internships by University students;
- Access to scientific education and advancement for their employees;
- Opportunities for sharing of expensive core facilities and instrumentation.

It is envisioned that one of the primary attractions to the NIC will be the opportunity of private sector companies to become an intimate partner with UNL and to locate adjacent to University research facilities and faculty.

1.3. Nebraska Innovation Campus Master Plan and Business Development Strategy

In November 2009 the University of Nebraska Board Of Regents approved a campus master plan and business development strategy for development of NIC. A summary of these plans can be found at

<http://innovate.unl.edu/20091120masterplan.shtml>

<http://innovate.unl.edu/20091120update.shtml>

1.4. Site Development Objectives

1. Any proposal for this site must comply with the objectives of the NIC Campus Master Plan and Business Development Strategy and must demonstrate a clear benefit to UNL, including cost-effectiveness, and any proposal must contribute to the goals and mission of NIC. Preference will be given to proposals that provide tenant spaces that promote NIC as a private/public partnership between UNL and private companies, particularly in the areas of agriculture, biotechnology, life sciences, food and nutrition, computer sciences, bioinformatics, material sciences, nanotechnology, water resources, clean energy technology and transportation.
2. The proposal must enhance the historic and architectural character of the building and its environs. The project design must respect the historic character of the building and comply with the NIC Campus Master Plan design guidelines ("NIC Design Guidelines"). The site design must exhibit pedestrian-friendly treatment of all frontages, consistent with the NIC Design Guidelines.
3. The proposal must address the development of sufficient parking capacity to support the project in proximity to the Industrial Arts Building with relationship to the overall site.
4. The proposal must pursue sustainability within the redevelopment area through the use of the NIC Design Guidelines. The development proposal should incorporate, to the greatest extent possible, environmentally sensitive design and energy efficiency features that follow the university's sustainability policy, with a preference for silver certification or above. In addition, the project should propose innovative and environmentally friendly storm water runoff management and seek to improve water quality within the NIC development.
5. The proposal must include a financing plan for redevelopment of the building and an operational plan. The proposal must include, but not be limited to, proposed building use(s) consistent with the Innovation Campus plans, a site plan, a proposed design, preliminary schematic designs, a pro-forma financial statement, and a project schedule. Proposers would be expected to contribute a proportionate share toward site utilities, either through cash contribution or tax increment financing (TIF) on the structure. In addition, any project would be subject to a master lease and related sublease and other agreements from the proposed Innovation Campus Development Corporation (ICDC). Proposals should plan for a lease or other arrangement to be negotiated with the ICDC where the proposer would not become the owner of the property, but a tenant under a long-term lease for the improvements.

2. General Requirements

2.1. Issuing Office

All questions concerning this RFP shall be in writing, and faxed or e-mailed by the proposer and addressed to:

Gary Kraft
 Director of Procurement Services
 1700 Y Street
 University of Nebraska-Lincoln
 Lincoln, Nebraska 68588-0645
 Fax: (402) 472-2246
 E-mail: gkraft2@unl.edu

For additional information concerning proposer questions, clarifications and addenda, see Section 2.5 Proposer Questions, Clarifications, and Addenda Interpretation.

2.2. Proposal Submission

Each proposer is responsible for properly identifying, addressing and ensuring the delivery of the proposal package. The package shall be marked "RFP# 918745–Redevelopment of Industrial Arts Building." One original proposal to the RFP, one electronic copy, and five copies shall be submitted, printed in hard copy, and delivered to the following address no later than the date and time set forth on the cover of this RFP.

Office of Procurement Services
1700 Y Street
University of Nebraska-Lincoln
Lincoln, Nebraska 68588-0645

See Section 2.16. No proposals received after the opening time will be considered. Proposers will be requested to provide an electronic copy of their proposals. All proposals submitted, along with any exhibits, addenda, or modifications shall be the property of UNL.

Personal deliveries shall be identified and addressed in the same manner and delivered to the procurement department receptionist, who will apply a time and date stamp to the package.

2.3. Timeline/Schedule

1. **Non-Mandatory Pre-Bid Meeting and Tour-** On the front cover of this RFP, a non-mandatory pre-bid meeting is scheduled. A tour of the building will be provided immediately following the meeting. All persons planning to attend the preliminary meeting are encouraged to inform Gary Kraft, UNL Procurement Services Department, (402) 472-3609, or at the email address provided above of their plans to attend the conference, no later than Thursday, April 1, 2010. Persons planning to attend the pre-bid meeting are strongly encouraged to direct any questions they have about this RFP to the attention of Gary Kraft. Such questions should be in writing and delivered by facsimile to (402) 472-2246, or by e-mail to the address listed above, no later than noon on the business day before the preliminary conference.
2. **Questions About the RFP -** In order to be given consideration, any questions or requests for RFP interpretation must be received by UNL's Procurement Office no later than 2:00 p.m. Central Standard Time on June 15, 2010.
3. **Proposal Due Date -** Proposals are due on or before July 1, 2010, 2:00 pm Central Standard Time. The University reserves the right to extend the deadline on receipt of the completed response to the RFP if a proposer provides assurance before June 15, 2010 that it is preparing a proposal that would be consistent with the terms of this RFP, that it requires more time to complete the proposal, that it will exercise reasonable diligence to complete the proposal, and that the proposed time frame for completion the proposal will not unreasonably delay other activities on the property."
4. **Withdrawing a Proposal -** Any proposal may be withdrawn prior to the scheduled time for the opening of proposals. Unless otherwise stated in this RFP, no proposal may be rescinded within sixty (60) days following the scheduled opening of proposals.

2.4. Proposer Representations

By making a proposal, the proposer represents the following:

1. The proposer has read and understands the RFP.

2. The proposer has visited the site, and has become familiar with local conditions under which the work is to be performed and with Federal, State and Local laws, ordinances, rules and regulations affecting performance of the work, and correlated personal observations with the requirements of proposed contract documents.

2.5. Proposer Questions, Clarifications, and Addenda Interpretation

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

Except in the course of the preliminary conference open to all interested parties, no interpretation related to the requirements of this RFP will be made verbally to any proposer by UNL. Any request for proposal interpretation shall be put in writing and faxed or e-mailed by the proposer and addressed to:

Gary Kraft
 Director of Procurement Services
 1700 Y Street
 University of Nebraska-Lincoln
 Lincoln, Nebraska 68588-0645
 FAX (402) 472-2246
 E-mail: gkraft2@unl.edu

In order to be given consideration, any questions or requests for RFP interpretation must be received by no later than 2:00 p.m. Central Standard Time on June 15, 2010. Any and all responses and any supplemental instructions provided by UNL shall be in the form of a written addendum to the specifications, which if issued, will be mailed, e-mailed or faxed to all known interested parties or proposers, or such other form of communication as UNL deems reasonably likely to reach interested parties. All proposers should check the UNL Procurement Services Department website (<http://procurement.unl.edu>) from time-to-time to inform themselves of any addenda to the RFP. The proposer, not UNL, is responsible to secure notification and delivery of any addenda. Failure of any proposer to receive any addenda or other information released by UNL after the initial distribution of this RFP shall not relieve the proposer from the obligations specified in the addenda or other releases. All addenda shall be incorporated in the RFP to the same effect as if they were set out in the initial RFP release.

The proposers are solely responsible for providing their correct addresses and fax numbers for any response to inquiries. UNL is not responsible for lost or undeliverable responses.

2.6. Building Plan

The University has a blueprint of the building. It is attached as Exhibit D. If proposers wish a larger copy, may be viewed and/or obtained at 1901 Y Street between 8:00 AM and 5:00 PM, Monday-Friday, until the response deadline. The quality of the blueprint is poor and viewing it at 1901 Y Street would be best. The original document cannot be removed from the University.

2.7. Building Tour

A tour of the Industrial Arts Building will be conducted immediately following the Non-Mandatory Pre-Bid Meeting to be held on MM/DD/YR at Time Central Standard Time. Additional tours may be scheduled by contacting Jim Jackson, Assistant Director, UNL Facilities Management and Planning, (402) 472-5720 or JJACKSON5@UNL.EDU.

2.8. Cost of Preparation

The purpose of this document is solely to solicit proposals for participation by developer(s) in the Industrial Arts Building Project. UNL does not agree to assume, pay, or reimburse any cost, expense, or fees incurred by the developer(s) in connection with this solicitation.

2.9. Proposer Qualification

UNL may make any investigations deemed necessary or request any documentation to evaluate the ability of the proposer to perform the specifications of this RFP. The proposer shall furnish UNL with pertinent information and data upon request. UNL reserves the right in its sole discretion to reject any proposal based on the facts resulting from an investigation which indicate that a proposer: (a) is not properly qualified to carry out the obligations of any contract awarded; or (b) presents a public image not in keeping with the professional standards and reputation which UNL expects.

2.10. Proposer Requested Exceptions

Any exceptions requested by a proposer 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 or other identifying criteria with respect to any exceptions proposed by the proposer. Generally, UNL will not look favorably upon the request for any exceptions. However, UNL recognizes that, in certain instances, an exception may be appropriate and therefore will consider and reserves the right to grant exceptions when UNL deems such that exceptions promote its best interests.

2.11. Selection Criteria

The successful proposal will be awarded to the proposer deemed to best meet the needs of UNL and the vision of the Nebraska Innovation Campus based upon an evaluation of the totality of circumstances as UNL determines in its sole discretion are appropriate. Criteria that may be considered include, but are not limited to, past involvement with similar project(s), experience and ability of the development team in the successful completion of historic preservation or redevelopment/reuse project(s) verified by references, proposed work plan, financial capacity to finance the proposal, the operational plan, demonstrated ability to procure financing, ability to complete the work within the proposed timeline, conformity with RFP specifications, the specific needs of the UNL community, and quality of services offered to UNL.

UNL reserves the right to waive informalities or irregularities in all circumstances to analyze proposals in detail and to award contract which, in the good faith exercise of reasonable discretion of UNL, believes it to be in its best interest. UNL reserves the right to establish additional evaluation criteria and to delete specifications UNL deems to be immaterial when it is in UNL's best interest. UNL may waive any formality, irregularity or other requirement which it deems does not materially affect the selection process. UNL may consider any additional information and documentation submitted by a proposer if UNL deems such information to be relevant and in the best interests of providing superior value to UNL.

Clarity and substantive detail in response to each specification, so as to facilitate effective evaluation of the proposal, will be received favorably.

2.12. Proposal Evaluation

Proposals will be evaluated, awarded and performed in compliance with all relevant University of Nebraska policies. For example, see UNL business policies at <http://bf.unl.edu> and Board of Regents policies at <http://www.nebraska.edu>.

Based upon the specifications, requirements and other provisions of this RFP, proposers' proposals will be evaluated by a UNL committee. UNL may use the services of consultant(s) to assist in the evaluation of the proposals. The deliberations of the committee are confidential, and no representative of a proposer should directly or indirectly contact any member of the evaluation committee unless permission is explicitly otherwise given to the proposer for the purposes of providing additional information or facilitating the evaluation.

UNL reserves the right to request additional information from a proposer in any format which UNL deems necessary to evaluate the proposals, including formal Q & A and face-to-face meetings. The evaluation may include considerable subjective assessment of the proposal materials, including factors not listed in this RFP with specificity.

After completing its evaluation, the committee will make its recommendation to the UNL Vice Chancellor for Business and Finance, who will review the recommendation and take such steps as may be appropriate to adopt the recommendation, execute the Agreement, or take other action as permitted under this RFP and the policies of UNL.

2.13. Negotiation

UNL reserves the right to conduct discussions and negotiations with any or all respondents to this RFP concerning any element of or response to this RFP for the purpose of clarification and modification.

2.14. Notification of Award

Upon completion of the evaluation process, the proposers will be notified in writing, or by e-mail, of the identity of the successful proposer.

2.15. Reservation of Rights

UNL reserves the right to accept any proposals, to reject any or all proposals, to waive irregularities and/or informalities in any proposal and to make the award in any manner UNL believes is in its best interest.

2.16. Public Information

Proposers' names are public information at the time proposals are opened at the scheduled proposal closing time. Until the successful proposer is determined and announced, UNL will treat all other elements of the proposals as confidential information not subject to public disclosure. However, once the successful proposer is announced, the proposals will be treated as public information, except to the extent that any proposer gives UNL specific written notice of information it believes to be proprietary, commercial, a trade secret, or otherwise confidential. Should UNL determine that such proposer-identified information is indeed proprietary or otherwise confidential, it will not publically disclose that portion of the proposal without the consent of the proposer, unless otherwise required by law, e.g. judicial order. Pricing terms appearing in proposals are generally considered public information.

3. Information Required from all Proposal Submitters

Proposals shall not exceed twenty (20) double-sided pages in length, including maps and plans. Each section of the proposal must be clearly identified with the appropriate headings. Up to ten (10) additional pages of financial information and/or personnel resumes may be attached as appendices. To be considered responsive to this RFP, the proposal must provide all of the information requested. The specifications within the RFP represent the minimum performance necessary for response.

Proposals should be submitted using the following format:

1. Section 1 – Proposal Coversheet - Submit the Proposal Coversheet. See Appendix A.
2. Section 2 – Project Description - This section should provide a narrative summary description of the proposed redevelopment/reuse project. Proposed uses, parking provisions, phasing, circulation, concept and building design objectives shall be addressed. Describe how the proposal is aligned and accomplishes the objectives of the NIC Master Plan and Business Development Strategy.
3. Section 3 – Targeted Building Tenants - This section should describe the committed or anticipated tenants of the redevelopment/reuse project.
4. Section 4 – Impact Analysis - This section should provide an analysis of the impact of the project upon the NIC, including economic impact through commercial activities, streetscape modifications, traffic impacts, and other related facets. A response should be developed incorporating the site development objectives outlined in Section 1.4.
5. Section 5 – Schematic Design and Floor Plans - This section should provide a schematic design including site plan data and schematic floor plans for each level. Plans shall be no larger than 11 inches x 17 inches in size.
 - a. Include as appropriate preliminary schematic designs of the proposed project you are proposing, generally including:
 - i. Overall site plan to include addressing traffic circulation, parking and pedestrian access.
 - ii. Building footprint(s).
 - iii. Floor plan(s) and/or facility layout(s) with proposed uses for each room or area.
 - b. As part of the review process, the developer(s) are also encouraged to submit additional architectural detail they feel best presents their proposal. This information may include, but is not necessarily limited to the following:
 - i. Illustrations – This may include architectural illustrations which clearly demonstrate the project and the treatment of key external elements.
 - ii. Schematic Design – This may include images showing how the proposed development would address the following:
 1. Open Space
 2. Public Art
 3. Sustainability

6. Section 6 – Project Schedule - This section should include a project completion schedule including start and completion dates and other key dates as identified for action. The proposal must include the time period by which this project will be initiated and completed.
7. Section 7 – Development Team - This section should identify the professionals who will provide the following components of the project: design team, construction oversight, construction, financing, and operational plan. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Identify where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify individuals who will do the work on this project by name and title. Resumes or qualifications of proposed project personnel may be submitted as an appendix.
8. Section 8 – Overview of Development Team and Services - This section should give a summary of history of the business or organization, including years in operation, locations, size, growth, services and financial stability. Include information regarding any pending or recent lawsuits against the organization, its officers or employees. If the proposal is submitted by a lead organization on behalf of several partners, provide similar information for each partner.
9. Section 9 – Professional Qualifications - This section should include the full name and address of your organization or business and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. This information shall be provided for all organizations participating in the development of the property. If the proposal is submitted by a lead organization on behalf of several partners, list all key partners and their respective roles in the proposal. Identify the technical expertise that make the organization(s) qualified for this work.
10. Section 10 – Prior Experience with Redevelopment/Reuse Projects - This section should provide a description and dates of other infill or redevelopment/reuse projects completed, particularly those with similar characteristics. Include names, title and phone numbers of contact persons from units of government where these projects are located. Include supporting documents to demonstrate capacity.
11. Section 11 – Financial Capacity - This section should provide a description of the financial capacity of the organization, including appropriate documentation. If available, provide three (3) years of certified financial statements. Each submitter shall submit at least two (2) financial references from banks or other financial institutions attesting to the submitter's financial capacity and ability to finance a project as proposed.
12. Section 12 – Project Financing - This section should include a development budget and a ten-year pro forma (operating budget) analysis and other financial information for the project. Include the anticipated time schedule to assemble needed financial commitments, types of financing expected and letters of interest from banks or other sources. Financial partnerships (e.g., public/private; nonprofit/profit) must be identified. Proprietary or confidential information must also be clearly designated in the proposal.
 - a) Pro Forma Statement – The proposal shall include a preliminary financial statement providing a detailed outline, to the extent possible, of the projected development and operating cash flows and fiscal impact of the project and requested public contributions. At the minimum, the pro forma should include:

- i. Development summary providing the hard and soft costs associated with the project.
 - ii. Revenues and expenses expected from the project operations.
 - iii. Financing structure of the development, both construction and permanent.
 - iv. Amount of equity and likely sources.
 - v. Return on equity of the developer with and without public contributions.
 - b) Other Financial Information the developer(s) feels will provide UNL with a better understanding of the proposed investment, including references (bank and anticipated debt financing, if any).
13. Other Actions Requested – If additional financial support or public action is required in order to make the project feasible, the proposal should include a specific explanation of the type and amount of financial assistance requested, a justification for such assistance, and/or a description of the public action required. Following the section of the developer(s), updated financial projections may be required for the negotiation of a Redevelopment Agreement and prior to the execution of the Agreement.
14. Contingencies of the Developer – The developer(s) shall state explicitly in the proposal any qualifications or limitations of the proposal and any and all known and anticipated contingencies that might affect the ability of the developer(s) to perform under the terms of the proposal. The developer(s) shall describe how these contingencies will be resolved to ensure success of the project and mitigate or minimize any risk to the University.

4. Terms and Conditions

The information contained in this section is a partial listing of standard terms commonly appearing in contracts awarded by UNL. All proposals are subject to these terms, unless otherwise explicitly stated.

4.1. General

The contract (which may consist of any plans, specifications and other documents incorporated herein by reference) contains the entire agreement of the parties and is limited to acceptance of the terms set forth herein. Any additional or different terms proposed by the successful proposer are not accepted, unless the same are expressly accepted in writing by UNL. The contract may not be changed in any way except by an instrument in writing signed by both parties. The contract cancels and supersedes any prior understandings or agreements between the parties with respect to the subject matter hereof. Failure of any party to enforce its right under the contract shall not constitute a waiver of such rights or of any other rights under the contract.

4.2. Termination for Cause

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

4.3. Contract Assignment

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

4.4. Indemnity, General and Patent

The successful proposer shall indemnify and save harmless UNL and its respective officers, agents and employees from and against any and all liabilities and losses whatsoever, including without limitation, costs and expenses in connection therewith, on account of, or by reason of, injury to or death of, any person 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 UNL or its agents.

With respect to anything provided to UNL by the proposer pursuant to this RFP, the proposer shall indemnify UNL and its respective officers, agents and employees against liability, including costs and attorney's fees for infringement of any patent, copyright, trade infringement or other intellectual property right arising out of the manufacture, delivery and use of such related to this RFP or the contracts granted pursuant to this RFP.

4.5. Governing Law; Venue

The laws of the State of Nebraska shall govern any contract awarded to the successful proposer. 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.

4.6. Force Majeure

Neither party to the contract shall be liable to the other for damages for any delay in performance arising out of causes beyond its reasonable control and without its fault or negligence, including without limitation: (1) fire, flood or water damage, elements of nature or other acts of God, including any of the foregoing that are harmful to electronic circuitry; (2) outbreak or escalation of hostilities, war, riots, or civil disorders in any country; (3) act or omission of the other party or any governmental authority, (4) labor disputes (whether or not the employees' demands are reasonable or within the party's power to satisfy), (5) non-performance by a third party (including any voice or data telecommunications common carrier), (6) failures or fluctuations in telephone, computer or other telecommunications equipment or lines or other equipment, (7) the real, potential, or credible threat of terrorist activity, or (8) a health emergency (e.g. serious outbreak of contagious disease such as a influenza pandemic) which in the judgment of UNL poses a serious threat to the public health. In the case of any such excusable delay, the non-performing party will be excused from performance of any affected obligation only for so long as the cause of the excusable delay prevails and such party continues to use commercially reasonable efforts to 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.

4.7. Compliance with Laws and Regulations; Gramm Leach Bliley; University of Nebraska Policies

This contract must comply with all applicable federal, state and local laws, specifically including all laws and regulations related to the protection and security of any personal information gathered by the successful proposer, 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. Proposer agrees to indemnify UNL against any loss, cost, liability, or damage by reason of proposer's violation of any applicable law or regulation. Any successful proposer 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 proposer 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 proposer's business. (Executive Memorandum No. 26 is viewable at www.nebraska.edu/about/exec_memo26.pdf).

4.8. 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 UNL community. Sexual harassment includes any unwelcome sexual advance, any request for a sexual favor, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive environment. UNL contractors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of UNL employees, students and other members of the UNL community. The employer of any person who UNL, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of any contract awarded hereunder to cause such person to be removed from the project site and from UNL premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

4.9. Drug Free Workplace

The successful proposer agrees that in the performance of this contract, neither the proposer nor any of its employees shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the contract. UNL reserves the right to request a copy of the proposer's Drug Free Workplace Policy. The proposer further agrees to insert a provision similar to this statement in all subcontracts or services required in response to this RFP.

4.10. Weapons Policy

Possession of dangerous weapons (concealed or unconcealed) on UNL property, on the work site, in UNL vehicles, or in personal vehicles when on UNL property shall be a violation of UNL policy. (A dangerous weapon shall include guns, knives, explosives, or any other device as determined by UNL, which in the manner used or intended is capable of producing death or bodily injury. Devices authorized by the Vice Chancellor for Business and Finance and/or provided to its employees for the purpose of carrying out work responsibilities shall not be deemed dangerous weapons for the purpose of this policy.) Violations of this policy shall make the offender subject to appropriate disciplinary action. Should UNL in its reasonable judgment determine that the proposer or its employee or agent has committed an act in violation of this policy, the proposer agrees as a term and condition of the contract awarded hereunder to cause such person and weapon to be removed from the project site and from UNL premises and to take such other action as may be reasonably necessary to ensure compliance with this weapons policy.

4.11. Equal Opportunity in Procurement and Contracts

UNL recognizes the importance of a strong culturally diverse business community and the positive impact that successful businesses have upon the people of the State of Nebraska. UNL assumes a leadership role in actions that will provide business opportunities for all businesses in the State of Nebraska.

Accordingly, UNL reaffirms its policy of providing equal opportunity to small business enterprises and to minority, disadvantaged and women owned business enterprises in all aspects of UNL's

procurement and contracting activities. This includes procurement of contracts for operational supplies and equipment, construction projects and materials, service contracts and License agreements. It is also UNL's policy that any person or business seeking the opportunity to do business with UNL shall not be discriminated against on the basis of race, color, religion, sex, national or ethnic origin, age, disability, marital status, or veteran status. UNL conducts its procurement and contracting activities in a manner designed to prevent unlawful discrimination. University of Nebraska policies are consistent with applicable state and federal laws and regulations prohibiting unlawful discrimination.

4.12. Proprietary Information

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 event UNL receives a public records request related to such information, UNL will promptly notify the proposer of such request and proposer shall be entitled to review and defend against disclosure at its sole cost and expense.

4.13. Subcontractors

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

4.14. Building Rules and Regulations

Employees of the successful proposer and any subcontractors shall comply with all UNL rules and regulations pertaining to conduct in UNL's facilities. UNL reserves the right to request the removal or replacement of any proposer or subcontractor employee who fails to comply with such rules and regulations.

4.15. Liens

Proposer warrants that it has title to any goods delivered under the contract and shall deliver same free of all liens, claims, and encumbrances.

4.16. Federal, State and Local Sales Taxes; Federal Excise Taxes

Purchases made by UNL 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 proposer upon request.

4.17. Ambiguities

Should the proposer perceive an ambiguity in the contract, the proposer shall request an interpretation from UNL before proceeding. If a proposer fails to make such a request, failure to perform with respect to the alleged ambiguity shall not be excused.

4.18. No Warranty

Any materials reused or salvaged by proposer are conveyed by UNL "as is" without warranty of any kind. UNL makes no warranty, express or implied, of fitness or usefulness for any purpose.

4.19. Work Status Verification

Company and its subcontractors 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.

4.20. Use of Premises

To the extent that any contract awarded requires the successful responder or its employees or agents to be present on or within UNL's properties, then the responder shall limit its presence and activities to such areas as are reasonably necessary in order to perform under the contract. The successful responder 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 responder's activities within the scope of the contract and agrees to be responsible and/or carry out any repairs for which it is liable, as a result of its performance under the contract.

4.21. Use of University Names and Logos

The responder 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.

4.22. Improper Business Relationships and Conflict of Interest Prohibited

In connection with this RFP, each responder shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between or among the responders, UNL and any staff and faculty, and any other party to this RFP. UNL reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not, and to decide whether or not responder disqualification and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to UNL.

5. Appendix A – Proposal Coversheet

The proposal coversheet as noted on the following page must be submitted with proposer's proposal.

[Remainder of page intentionally left blank]

PROPOSAL COVER SHEET
 UNIVERSITY OF NEBRASKA-LINCOLN
Office of University Services
Procurement Services Department
1700 "Y" Street
Lincoln, Nebraska 68588-0645

PROPOSAL IN RESPONSE TO RFP #918745

The undersigned authorized officer of the proposer firm represents that the proposer has carefully examined the specifications and conditions contained in the RFP. The proposer fully understands the type and quality of the product(s), service(s) and/or other consideration sought by the University of Nebraska-Lincoln and hereby proposes to supply such in accordance with the Proposal accompanying this cover sheet.

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

The proposer represents and warrants that the proposal submitted is not the result of collusion with other eligible proposers, and no effort has been made to preclude UNL from obtaining the most advantageous response possible to this RFP.

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

PROPOSER FIRM or INDIVIDUAL: _____

By: _____ Date: _____

Authorized Signature

Signing Officer's Name and Title: _____

Correspondence to the proposer with respect to this RFP should be directed to:

Name: _____ Phone Number: _____

Title: _____ FAX Number: _____

Address: _____ E-mail Address: _____

6. Appendix B – Site Map



7. Appendix C – Building Photos



Figure 5—View of southwest corner and entrance to Industrial Arts Building. Photo - D.Worth and S. Kelley Sept. 2009



Figure 6—Detail photo of West Façade. Note repetitive façade details including brick masonry arch, architectural concrete keystone, brick masonry pilasters, concrete flat arches/beams. Also note removed medallions at pilasters and removed cornice at roof edge now wrapped in Mapes panels. Photo - D.Worth and S. Kelley Sept 2009



Figure 9—Photo detail of west façade and roof area. Note deteriorated roof coverings and dormers modified with mechanical louvers and fans. Photo - D.Worth and S. Kelley Sept 2009



Figure 10—Photo of east façade. Note concrete ramp and retaining walls leading to lower level. Photo - D.Worth and S. Kelley Sept 2009

