

City Copy

CONTRACT DOCUMENTS

**CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA
and LINCOLN/LANCASTER COUNTY PUBLIC BUILDING COMMISSION**

**Custodial Supplies/Hardgoods
University of Nebraska Proposal Number 485554**

**Contractor:
AmSan Nebraska Inc.
6260 Abbott Drive
Omaha, NE 68110
402-453-6644**

**CITY OF LINCOLN, LANCASTER COUNTY AND
LINCOLN/LANCASTER COUNTY PUBLIC BUILDING COMMISSION, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between AmSan Nebraska, Inc. 6260 Abbott Drive, Omaha, NE 68110 hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, the County of Lancaster, Nebraska, a political subdivision, and the Lincoln/Lancaster County Public Building Commission, hereinafter called the Owners.

WHEREAS, Neb. Rev. Stat. § 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing agreement by which supplies, equipment, or services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity; and

WHEREAS, Lincoln Municipal Code §2.18.030(c) allows the City of Lincoln to join with other units of government for cooperative purchasing; and

WHEREAS, the Owners through local inter-governmental cooperative purchasing have chosen to participate in the contract between the University of Nebraska and AmSan Nebraska, Inc., Proposal No. 485554, dated October 22, 2009, which was prepared in accordance with the University's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all materials and equipment necessary to provide and deliver Custodial Supplies/Hardgoods supplies to/for the Owners' various departments, agencies and divisions as the Owners may determine in compliance with the prices as established via the University of Nebraska Proposal Number 485554, dated October 22, 2009; and

WHEREAS, the Contractor, in response to the Owners' request to participate in said agreement, has submitted to the Owners, an offer approving Owners participation under the same pricing structure, terms and conditions as the University of Nebraska for Custodial Supplies/Hardgoods supplies, with only those exceptions stated herein; and

WHEREAS, the University of Nebraska, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the University of Nebraska, Proposal No. 485554; dated October 22, 2009, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide and deliver Custodial Supplies/Hardgood Supplies to/for the Owner's various departments, agencies and divisions as the Owners may determine.

② Term of the Contract. The initial term of this contract is for a period beginning November 2, 2009 through November 1, 2012.

2.1 Upon conclusion of the initial term, the contract may be renewed on a yearly basis with mutual written agreement by both parties for additional one-year terms not to exceed the term of the current University of Nebraska contract.

2.2 If renewal of the contract for the additional term is not desirable by either one of the

- parties, that party shall give written notice to the other of its intent to terminate the contract by not less than thirty (30) days prior to the expiration of the initial agreement period.
- 2.3 Any renewal of the contract will be under the same terms and conditions as the original agreement.
3. Pricing. Pricing of items will be pursuant to University of Nebraska Proposal No. 485554, dated October 22, 2009.
- 3.1 Terms of payment shall be *net* thirty (30) days for all merchandise meeting Owners Specifications and approval. Each location will have a separate account number and billing address. The Owners may choose to pay the vendor using an Electronic Funds Transfer. If this option is used, any discounts available to the University of Nebraska shall be made available to the Owners.
4. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owner's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
5. Indemnification. The Contractor shall indemnify and hold harmless the Owners (City of Lincoln, Lancaster County, and Lincoln/Lancaster County Public Building Commission), their agents, principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
6. Equal Employment Opportunity. In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. 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, national origin, ancestry, disability, age or marital status. 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 compensation; and selection for training, including apprenticeship.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, and the Lincoln/Lancaster County Public Building Commission, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions of any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "the Lincoln/Lancaster County Public Building Commission") it shall mean the "Owners" encompassing the City and the County and the Lincoln/Lancaster County Public Building Commission.

8. Termination. This Contract may be terminated by the following:
- 8.1 Termination for Convenience. Either party may terminate this Contract upon fourteen (14) days written notice to the other party for any reason without penalty.
 - 8.2 Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 8.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide and deliver industrial supplies.
 - 8.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 8.2.3 Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
9. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Agreement between AmSan Nebraska Inc., and the University of Nebraska, Proposal Number 485554 dated October 22, 2009.
10. Insurance. The Contractor shall maintain during the life of this contract the types and amounts of insurance as specified in the "Insurance Clause for All City Contracts" attached hereto and incorporated by this reference. The City of Lincoln, the Lincoln/Lancaster County Public Building Commission and Lancaster County, Nebraska shall be named as additional insured with regard to the performance of the contract services.
11. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

The Contract Documents comprise the Contract, and consist of the following:

1. Contract Agreement
2. University of Nebraska, Proposal No.485554, dated October 22, 2009
3. The Insurance Certificate

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

dated _____

EXECUTION BY LANCASTER COUNTY

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster County, Nebraska

Deputy County Attorney
For GARY E. LACEY
Lancaster County Attorney

Dated: _____

**EXECUTION BY PUBLIC BUILDING
COMMISSION**

Lincoln/Lancaster County PBC Attorney

Lincoln/Lancaster County Public Building
Commission

Dated: _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

AmSan
Name of Corporation

4616 Pierre Drive Lincoln NE 68504
(Address)

By: [Signature]
Duly Authorized Official

Sales Manager
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

**AGREEMENT
BETWEEN**

**THE BOARD OF REGENTS
OF THE
UNIVERSITY OF NEBRASKA**

AND

AM SAN NEBRASKA, INC

FOR

PRIME VENDOR – CUSTODIAL SUPPLIES/HARDGOODS

AGREEMENT

PRIME VENDOR - CUSTODIAL SUPPLIES/HARDGOODS PROGRAM

This agreement is entered into, by, and between The Board of Regents of the University of Nebraska, Lincoln, Nebraska, a public body corporate, herein after referred to as UN and AmSan Nebraska Inc. with corporate offices located at 6260 Abbott Drive, Omaha, Nebraska. 68110.

This agreement supersedes all previous communication, verbal and written, unless otherwise noted and included below.

This agreement provides for a prime vendor contract with AmSan Nebraska maintaining an inventory of custodial related products/supplies as required by individual UN departments and other UN entities as may be determined by UN. AmSan Nebraska shall furnish and routinely deliver to designated delivery locations (central warehouses and multiple departmental locations as required) those items under contract along with any training requested and as required for all products/supplies as provided for under this agreement.

The specifications, conditions, requirements and information as set forth in University of Nebraska Request for Proposals #485554, for Prime Vendor Contract – Custodial Supplies/Hardgoods, dated August 19, 2009, and the AmSan Nebraska bid response dated September 9, 2009 are hereby incorporated by reference. In addition to the aforementioned, the following are hereby incorporated

- University of Nebraska Procurement Services reserves the right to review the items on the Core/Stock Item Pricing List every 6 months. Following this review, the University of Nebraska Procurement Services may request changes to the items in the Core/Stock Item List.
- In the event of demand for items that are not currently part of the Core/Stock Item Pricing List, AmSan, at the request of the University of Nebraska Procurement Services may add items to the Core/Stock Item List at any time at the established pricing formulas.

AmSan shall provide an Owner's Protective Bond (Performance Bond), and an Equal Opportunity Statement on the forms provided, along with a Certificate of Insurance naming the Board of Regents of the University of Nebraska as an additional insured. These forms must be maintained throughout the term of the agreement.

Per Section 1.1, Item 7 of RFP # 485554, the initial term of this agreement will be for a period of 36 months beginning on November 2, 2009. The contract may be renewed for additional periods of twelve (12) months each upon completion of the initial base contracted period, provided written mutual concurrence of both parties is exercised in writing, ninety (90) days prior to the expiration of the existing contract. Any contract extension beyond a five year period will be at the sole discretion of the Vice Chancellor for Business and Finance. The parties agree that, if by reason of strike or other labor

disputes, civil disorders, inclement weather, acts of God, or other unavoidable cause, either party is unable to perform its obligations, such nonperformance shall not be considered a breach of this agreement.

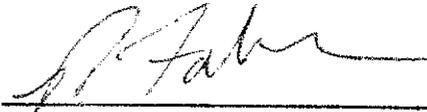
**For the Board of Regents
of the University of Nebraska**



**Gary L. Kraft
Director of Procurement Services**

Date 10-23-09

For AmSan Nebraska Inc.



**Rick Faber
President and General Manager**

Date 10/22/09



**University of Nebraska–Lincoln
August 19, 2009**

**Request for Proposals #485554
PRIME VENDOR CONTRACT:
CUSTODIAL SUPPLIES DRYGOODS**

| Key Dates, Locations and Times | |
|---|---|
| Request for Proposal Issued | August 19, 2009 |
| Initial submission of vendor questions | August 25 , 2009 |
| Mandatory Pre-bid conference to be held at: Purchasing Department 1700 “Y” Street Lincoln, Nebraska 68588-0645 | August 27, 2009 @ 2:00 P.M. Local time |
| Deadline for final submission of vendor questions | August 31, 2009 |
| UNL response to vendor questions | September 2, 2009 |
| Bids Due To: Office of University Services Purchasing Department 1700 “Y” Street Lincoln, Nebraska 68588-0645 | September 9, 2009 @ 3:00PM Local Time |

NOTE: This is a formal, sealed bid. Fax, email or verbal responses will be rejected.

Questions about the proposal process should be directed to the Purchasing Department 402-472-2126.
(Requests for reasonable accommodations under the Americans with Disabilities Act in order to participate in the bids process or questions about complying with the Nebraska Accessibility Policy for electronic and information technology should be directed to the ADA/504 Compliance Officer at (402) 472-8404.)

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5.0 Attachments & Reference Documents

- Equal Opportunity Clause Certification Of Non-Segregated facilities, Executive Order 11246
- Certificate Of Insurance Form
- Performance Bond Form

**PROPOSAL COVER SHEET
UNIVERSITY OF NEBRASKA-LINCOLN**

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

**PROPOSAL IN RESPONSE TO RFP #485554
PRIME VENDOR CONTRACT:
CUSTODIAL SUPPLIES DRYGOODS**

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

All proposals **MUST** be valid for a period of at least ninety (90) days from the date of bid opening.

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

Except where a written signature is required, please fill in the following:

ADDENDA: The bidder acknowledges its receipt of addenda numbered ___ through ___ and further agrees that the provisions of such addenda, as well as those of the RFP, are fully incorporated into bidder's Proposal, unless otherwise clearly stated to the contrary in the Proposal. Proposals containing exceptions to RFP provisions may not be favorably received.

BIDDER FIRM: AmSan Nebraska

By: _____ Date: 9/8/09
Authorized Signature

Signing Officer's Name and Title: Rick Faber, Regional President

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

Name: Verlen Ritterbush Phone # 402-610-7589 Cell

Title: Account Executive FAX # 402-466-5777

Address: 4616 Pierce Drive E-mail: vritterbush@amsan.com
(STREET)
Lincoln NE 68504
(CITY/STATE)

UNL appreciates your consideration of this Request for Proposals and looks forward to receiving your response.

PART 1: GENERAL REQUIREMENTS AND INFORMATION

1. Purpose:

The purpose of this request for proposal (RFP) is to provide prospective vendors with information to enable them to prepare and submit a proposal for a Prime Vendor Contract -- Custodial Supplies/Drygoods. NOTE: This does not include any chemicals or cleaning compounds. The University of Nebraska is comprised of four separate campuses (University of Nebraska-Lincoln, University of Nebraska-Kearney, University of Nebraska-Omaha and the University of Nebraska Medical Center-Omaha). It is the intent of the University of Nebraska to make a single award, representing the majority of all custodial supplies/drygoods, to one prime vendor. All campuses and locations located throughout the state may participate in this contract, however, any resulting contract(s) are not deemed "exclusive" or "mandatory" contracts. (NOTE: Implementation of this contract, by each campus, will/may be accomplished in phases. The University of Nebraska Medical Center – Omaha is currently participating in another contract, but shall have the same rights afforded to it should it decide to join at a later date.) This RFP will begin the process of evaluation and negotiation, which may lead to a contract between the University of Nebraska and a selected vendor. If no responsive bids are received by the University, the University reserves the right to negotiate on the best terms and conditions at the best possible price, and/or participate in other contracts that may be developed by other campuses, the State of Nebraska, and/or other governmental agencies, political subdivisions, or consortia.
2. Contract Extended to Other Campus/Locations:

Other campuses, University of Nebraska entities, governmental agencies, political subdivisions, or consortia choosing to participate in any resultant contract will negotiate separately with the successful vendor regarding any and all of the herein contained terms and conditions. In addition, this contract may be extended to any entity in which the Board of Regents has at least a 50% controlling interest. Under no circumstances shall the University of Nebraska be contractually obligated or liable for any purchase by another institution, political subdivision or state agency.
3. Performance Bond

Upon award of the contract, the selected vendor will be required to provide an annual \$50,000 (Fifty Thousand Dollar) performance bond for each year the contract is in effect. The performance bond required must be acquired upon contract award at the vendor's expense. The purpose of this bond is to protect University of Nebraska in the event of default on one or more of the contract terms by the supplier chosen. The bond is in an amount sufficient to reimburse the University of Nebraska for the full amount of its anticipated business risk under the contract, and includes provision for both the time and expense which would be incurred by University in obtaining an alternate vendor in the event of contractual default. The amount of the bond does not include punitive damages. The bond also does not prevent the exercise by the University of any other remedies available to the University, in whole or in part, under current Federal and State Statutes, in the event of contractual default.
4. Evaluation Process

Proposals will be evaluated and a contract awarded in compliance with the University of Nebraska Purchasing Policy. Evaluation/Selection of the successful Bidder will be accomplished by a committee comprised of University of Nebraska employees. The award of a purchase contract shall be made to the most responsive Bidder, taking into consideration the best interests of the University, the quality or performance of any articles or services to be purchased, pricing, conformity with specifications, the purpose for which required, design, the time of delivery and performance, the result of the rankings of proposal by the committee, along with appropriate input from customers, oral presentations, and any other information the University may deem appropriate. Please note: If ALL Bidders fail to meet a specification the University reserves the right to delete that specification. Once the most responsive vendor is determined, the University may conduct further discussions and negotiation may include, but is not limited to, the scope of work, schedule, and price, and/or request additional presentations and demonstrations to assist in the clarification of contract terms and conditions.

This process, which includes, but is not limited to the following criteria (listed in no particular order) are among the critical factors, to be considered in the course of evaluation.

Pricing, Order Fulfillment, Value Added Services, Company Information
5. Estimated Contract Value:

Products included in this request for proposal have a total estimated annual purchase cost of approximately \$450,000 per year. That total is comprised of an approximate 60/40 split for core/non-core respectively. It is anticipated that the following campuses (along with various research centers located throughout the state) will

participate in this contract, however, any resulting contract(s) are not deemed “exclusive” or “mandatory” contracts.

The approximate values for each campus, number of orders, and number of delivery locations are as follows:

| Location | Total | No. of Orders | No. of Delivery Locations |
|---------------------------------|-----------|---------------|---------------------------|
| University of Nebraska-Lincoln: | \$360,000 | 1,200 | 15 |
| University of Nebraska-Omaha: | \$65,000 | 500 | 2 |
| University of Nebraska-Kearney: | \$25,000 | 200 | 1 |

University of Nebraska Medical Center – Omaha is currently participating in another contract, but shall have the same rights afforded to it should it decide to join at a later date.

These numbers are presented as non-binding approximations and are neither intended as minimum or maximums. The University reserves the right to add or delete products during the contract period should such additions or deletions be deemed to be in the University's best interest. The University reserves the right to add or delete any items/categories/services/pricing or terms to the contract, during the contract period should such additions or deletions be deemed to be in the University's best interest. The University reserves the right to restrict certain items listed in vendor’s catalog in which the University has other contracts already established, and to bid certain items due to volume or specialty pricing available as the result of market conditions.

6. Demonstrations:

The University reserves the right to require and evaluate, prior to selection of a vendor, a complete operational demonstration of any similar system that the vendor currently maintains in effect with other clients and a complete inspection of vendor's facilities.

7. Contract Period:

The contract will be effective from the date of this agreement, to be determined by the date of signing by both parties, for a base period of thirty-six (36) succeeding months. The contract may be renewed for additional periods of twelve (12) months each upon completion of the initial base contracted period, provided written mutual concurrence of both parties is exercised in writing, ninety (90) days prior to the expiration of the existing contract. Any contract extension beyond a five year period will be at the sole discretion of the Vice Chancellor for Business and Finance. If a satisfactory contract cannot be developed with the selected vendor, or if awarded vendor fails to successfully perform the contract, the University reserves the sole right to award this contract to the next most qualified vendor as a result of the initial evaluation process.

8. Vendor Representation:

The vendor shall designate an individual to support the supply system and provide a primary interface between the University and the vendor and therefore must also provide periodic on-site meetings at request of department. This individual is an outside resource for communications between the University, vendors and manufacturers. It is important that the account executive be familiar with the operations and requirements involved in a custodial operation. The University reserves the right to effect a change in representatives for the positions outlined if service is unsatisfactory. Activities associated with this individual will include, but not be limited to the following:

- 8.1 Facilitate the flow of new product ideas so that savings can be developed and address safety issues.
- 8.2 Assist with training of user departments in ordering of items to maximize savings.
- 8.3 Reviews purchases and assist with development/updating of "core/stock" item list.
- 8.4 Coordinate the selection, presentation and approvals of substitute items.
- 8.5 Identify potential product conversions from special order status to “core/stock item list.
- 8.6 Coordinate with individuals when potential problems exist, identify the problem(s) and determine the solution(s).
- 8.7 Act as the University’s vendor liaison by providing guidance to vendor management in activities related to the University’s best interest.

PART 1: GENERAL REQUIREMENTS AND INFORMATION

8.8 Communicate all potential resolutions of manufacturer backorders, warehouse out products and potential problem products to the designated University coordinator requesting resolution approval or further input.

9. Ordering:

9.1 Vendor must be able to provide internet ordering capabilities along with other standard means of ordering, i.e. phone, fax, email as applicable. Approximately 50% of orders are being placed via the internet. All items covered by the contract and viewed on the internet must show University pricing. Toll free phone/fax numbers shall be provided by vendor for all areas related to customer service.

9.2 Internet ordering data will include department name, cost center, address and/or building name, person placing order and phone number. All data being transferred must be secure. The successful vendor will hold the University harmless if vendor security is breached and un-authorized purchases are made against the University's account. Internet system must be capable of multiple account numbers/locations/etc and must be able to be changed/added/deleted at any time by designated University personnel. Designated University personnel must be able to view all order information at any time.

9.3 Vendor will provide annotations on each packing list for items that are backordered. Backorder indication must be bold and clear to provide departmental recognition, with expected delivery date indicated.

9.4 Packing list to provide pricing by item and by total, in addition to all other pertinent information.

9.5 Fill rates for products included in the "core/stock" list should be maintained at a 95% fill rate or better. . For the purpose of this contract, fill rate will be defined as "for 95% of the line items ordered, the entire quantity requested must be available and shipped at the time requested. Items for which an acceptable substitution has been provided and where the University has approved the substitution will be considered "filled" lines for fill rate calculation. Each occasion must be approved and recurring substitution for the same item for other than factory backorders or other extraordinary circumstances beyond vendor control will not be approved substitutions."

9.6 In the event that the fill rate for core/stock items falls below 95%, it is the sole responsibility of the vendor to locate and provide products of identical type and brand from another source. These products from another source are to be furnished to the University at the same contracted item price.

9.7 Fill rates for all other products included, and warehouse stock items should be maintained at a 90% fill rate or better. The fill rate will be calculated as indicated in 9.3.

9.8 Products will be ordered in "each" quantity. In some instances "each" may mean less than a box quantity.

9.9 There will be no minimum or maximum order size.

10. Delivery Requirements:

10.1. All deliveries to be F.O.B. Destination.

10.2 An itemized invoice is to be provided containing the ordering department name, person placing order, invoice order number, product description, unit/extended/total cost, shortages/longs, backorder and/or substitution information

10.3 All orders received for the University should be delivered as individual packages to the requesting department. If requested by the University, packages will be sorted for delivery in departmental groupings as specified by the University, to assist with the University delivery requirements.

10.4 Acceptance of the delivery and signature based upon piece count and manifest does not represent a transfer of responsibility to the University for the content of each package. In the event shortage, overage or damage exists within the packages, the vendor will accept University documentation for resolution.

10.5 Returns: Items which must be returned to the vendor due to damage, mispick, ordering error, etc. will be documented by the department/cost center, indicating the reason for the return. Upon return to the vendor, a credit memo will be provided to the University. The University will not be assessed restocking or any other form of return charges for core/stock items. For non-stock special order items, vendor will accept these returned items without charge, unless the vendor is required to pay freight and restocking charges. The University will be charged only for actual documented restocking and freight charges associated with the return.

11. Control of Product Specifications:

- 11.1 It is understood that the contract resulting from this RFP will stipulate that the University has complete authority as to the specifications of all products used. However, assistance is desired from the vendor of choice in assisting with the evaluation of new products, especially those potentially resulting in cost savings to the University.
- 11.2 Vendor will provide assistance in the development of a University specific "core/stock" item list. This "core/stock" list shall contain all repetitively purchased supply items and will represent those products which the University wishes to establish as standard items based upon their value to the institution in terms of quality and price. The criteria for inclusion on this list should result in the majority of all items purchased by the University being on this list. Each participating campus reserves the right to develop a list that best meets the need of their campus. The University also reserves the right to request bulk/truckload on certain items, as applicable, due to various market conditions.

12. Reports:

Upon request, the vendor must be able to provide to the University a number of management reports. These reports must be available by department, individual campus, and by the University as a total as applicable. The following are "samples" of the kind and number of reports expected to be provided by the vendor. The University reserves the right to change/modify the scope and/or frequency of any report

- 12.1 Fill Rate and Backorder.
- 12.2 Pricing/Dollar amount.
- 12.3 Usage report by product classification ("core/stock" item, special orders) which shows the total number of each individual item used by the University.
- 12.4 A listing of all orders for the month showing all detail which will coincide with the monthly invoice and Departmental Usage Reports. The listing should be an exact reflection of the purchase orders and total number of orders, department cost center/account to be charged, plus a departmental requisition number, to insure accurate customer billing. This billing will be accepted via the following methods: email with PDF attachment (recommended), CD, or paper.
- 12.5 M/WBE activity/sales, recycled product activity/sales and Material Safety Data Sheets (MSDS)

13. Computer:

The University of Nebraska currently uses SAP (Systems, Applications, Products, in Data Processing) and the SAP R/3 Software enterprise wide software system for the University's financial management and budgeting systems. While each campus is currently utilizing various formats for the transmission and receipt of orders/invoices, the successful vendor will be required to convert all applicable data to the pertinent format at the appropriate time. Vendor should be able to electronically invoice/EDI/810 records the University with invoices providing all detailed information for each order. FYI: The University is currently researching various 3rd party e-procurement systems. Deployment timeframe of a 3rd party e-procurement system is unknown. There will be no additional charges to the University for any conversion process.

PART 2: BIDDING INFORMATION AND SUBMITTALS

Your responses to the following sections should be prepared simply and economically providing a straightforward and concise description of the vendor's capability to satisfy the requirements of the RFP. Please utilize the proposal pages for your response and follow the format specified. Proposals should remain in the numerical sequence as they appear in this document. Special bindings, cover displays and promotional materials are not desired.

A response is "required" on each of the selected items (indicate with a N/A for those items that are not applicable). Please keep any clarifications concise. Respond directly to Yes/No questions in appropriate space unless your response absolutely requires clarification. If you answer yes, meet the minimum requirements, and have additional enhancements to offer, please respond accordingly with an explanation. If you answer no, and wish to explain, please respond accordingly.

Existence of clarifications should be indicated in the appropriate space. If space provided is not sufficient, the response should be headed with the paragraph notation and heading of the paragraph being responded to and directly follow the page on which the paragraph being responded to exists.

SECTION A: PRICING

1. **Commodity Pricing:** Vendors are asked to provide pricing on a market basket list of commonly purchased items (i.e. core items) along with pricing for the balance of items (i.e. non-core items) available through their catalog. The University requests to use a "Market Basket" pricing tool for comparison between bidders. The market basket consists of commonly purchased stock items during the course of a year. The market basket is not a complete list of items purchased by the University, nor does it guarantee future purchase of the products or quantities listed.
2. Vendors will be required to complete the spreadsheet and submit their completed CD, along with a printed copy, with your proposal. All columns of the pricing sheet reserved for vendor response must be filled in as applicable. Pricing to reflect unit of measure requested by the University. If there are any deviations to the specification, i.e. size, weight, manufacturer, quantity, packaging, etc, the vendor is responsible for stating such deviations. NOTE: Do not email or fax any part of your response.
3. **Campus Delivery Pricing:** Items are to be priced with the understanding that delivery to all campuses and departments would be FOB Destination, to the designated location(s).
4. **Prices Bid:** All pricing sheets should be fully completed. All pricing will represent Net pricing to the University and must include all order processing, handling and delivery charges. All proposal pricing and corresponding formulas for core/stock and non-core items must remain firm for the first twelve (12) months of contract, with the noted exception of paper -- which will have a minimum ninety (90) day pricing guarantee. Thereafter, the successful Bidder may request price changes once every twelve months on the anniversary date of the contract, with the exception of paper as noted above, subject to review and acceptance by the University. However, the pricing formula structures established at the commencement of the contract shall remain firm for the duration of the contract.
5. Upon award, vendor must be willing to share actual product costs/manufacturer's invoices with the University and pricing formulas used on all items for future auditing purposes. The University requests a thirty (30) day advance notice of all price changes. These notifications must be accompanied by supporting documentation, outlining the change in cost to the vendor, and are subject to approval by the University. Consequently, vendors must be willing to share actual product costs/manufacturer's invoices with the University, as requested, for future auditing purposes. The supporting information must clearly support that the price increase is for all customers and not just the University. If annual price changes proposed by the Bidder are unacceptable to the University, the University reserves the right to cancel the contract with thirty (30) days advance written notice. All price decreases will be automatically passed on to the University.
6. Brand names or descriptions referenced in this proposal will be used as a standard by which alternates offered will be judged. For the purposes of this bid we ask that you bid on the brands specified. Competitive items must be equal to the standard described and must be of the same reputation for quality and workmanship.

Unless the exceptions are stated with the proposal at the time of its submission, no further consideration of the exceptions will be recognized by the University, and any resulting award will be issued on the basis that no exceptions exist and the Bidder will be held responsible for compliance to the detail of all specifications and conditions. The University reserves the right to analyze exceptions in detail. The University reserves the right to be the sole judge of what is in the best interest of the University along with the acceptability and equivalency of any products functionality and value. In the absence of any stated deviations or exceptions, the bid will be accepted as in strict compliance of all terms, conditions, and specifications.

7. **Market Basket Pricing - Core Item:**

Core/Stock Item Pricing: A list of commonly used items purchased over the last twelve (12) months has been provided. Any quantity stated are estimated annual quantities and should not be construed to be either a minimum or a maximum. We are accepting no substitutions on this bid unless so designated by the University. A manufacturer's number has been provided for each item. All bid units should match exactly. If there are any deviations to the specification, i.e. size, weight, quantity packaging, etc, the vendor is responsible for stating any such deviations. NOTE: If vendor fails to provide a price on any item(s), those items for that vendor will be adjusted to the highest quoted price for that item(s). In those cases where items may have more than one brand name, you may bid on either brand, please indicate which brand you are bidding. Prices quoted shall remain firm for a period of twelve (12) months from date of contract agreement, with the noted exception of paper, which will have a minimum ninety (90) day pricing guarantee. Vendors must be willing to share actual product costs/manufacturer's invoices with the University, if requested, for any future price changes and auditing purposes. The University expects to establish a core list of approximately 100 items with the successful vendor.

Indicate if this condition is agreeable: Yes X No .

Clarification, if any: _____

Pricing for Core Items: "Cost Plus" 6 %

8. **Non-Core Pricing:** In addition, you must include a pricing proposal for the balance of items available through your catalog. Please state your "Cost Plus" pricing formula(s) on ALL other custodial/drygoods products/non-core items in your catalog (identify catalog). If you are referencing a price book with a specific date, one (1) copy should be included with your response – additional copies may be requested at a later date. The pricing proposal/information/formula(s) for all other custodial/drygoods products/non-core items must be defined in relation to all variables and terms for future auditing purposes. You must provide a listing for any products, and/or merchandise categories, that are exempt i.e., not included, along with any/all information pertaining to those items where list price falls below cost. If more than one formula is applicable, please clarify your response.

Indicate if this condition is agreeable: Yes X No .

Clarification, if any: _____

Pricing for Non-Core Items: "Cost Plus" 6 %

Landed Cost, and/or deviated cost & contracts from manufacturer. Chemicals, Equipment, Parts, M.R.O. and Special Orders are Exempt. Catalogs included Exhibit 1 & 2.

9. The vendor will provide price incentives for additional purchase volumes self-generated or brought to the vendor through the inclusion of additional customers, who expressed interest to participate through the University's program. Indicate the change to the pricing formulas for "core/stock" list and catalog orders based upon attainment of the following purchase volumes through the University's program. If more than one percentage of discount/formula is applicable, please clarify your response in the space provided.

| | | | |
|----|-----------|------------------------|------------------------------|
| 1. | \$600,000 | <u>1%</u> core/stock | <u>1%</u> non-core/catalog |
| 2. | \$650,000 | <u>1%</u> core/stock | <u>1%</u> non-core/catalog |
| 3. | \$700,000 | <u>1.5%</u> core/stock | <u>1.5%</u> non-core/catalog |

10. Payments Terms: UNL prefers to be summary invoiced electronically, at the end of each month. Vendor must select payment terms from the below choices.

X UNL standard payment terms with payment within fifteen (15) calendar days after receipt of summary invoice, payment terms will be 1%-15/Net 30.

UNL standard payment terms with payment within ten (10) calendar days after receipt of summary invoice, payment terms will be 2%-10/Net 30.

If UNL agrees to one of the above payment terms and UNL agrees to make payment by utilizing "Electronic Funds Transfer" (EFT), please indicate what additional discount your company will extend to the University: % EFT discount

11. Audits: Will you permit the University of Nebraska to audit shipments and invoices to ensure accuracy in shipped products and corresponding prices are the same as the items contracted for? Describe the manner in which your firm proposes to arbitrate disputes over pricing or contract terms.

Indicate if this condition is agreeable: Yes X No .

Price and contract disputes will be handled within 30 days. Account Executives are empowered to solve your issues. Disputes not handled to U.N.L. satisfaction will be handled by Matt Bridges, Nebraska Director of Sales.

SECTION B: ORDER FULFILLMENT Please See Attachment B on following page for responses.

1. Order Placement: Please list all available means of placing orders with your company and address your plans to efficiently handle the volume of orders associated with this contract along with cut-off times for placing orders.
2. Backorder Notification: Vendor to describe what means, methods, timeframes, etc they have of notifying the ordering department of any item ordered that is not in stock to meet our delivery requirements.
3. Vendor to provide percentage of orders filled at your warehouse. Percentage of orders filled with the use of a wholesaler. How will wholesaler orders be delivered and in what timeframe? Will the contracted pricing change for any wholesaler items?
4. Describe how you will handle orders requiring, for each campus, requiring same day pick-up/delivery?
5. How do you propose delivering to our campus and off campus locations? Describe your ability to service multiple locations through-out Nebraska? If the vendor utilizes a contract delivery service, the vendor must maintain full responsibility for the timeliness of deliveries and order completeness, damage, etc. to the assigned delivery point.

SECTION C: VALUE ADDED SERVICES Please See Attachment C on following page for responses.

1. Catalog Requirements: Please indicate which catalog you will supply, if you publish your own catalog, when it is published, and how many line items are contained in it. NOTE: The University estimates the initial distribution of approximately 50 copies of your catalog be made available at no charge and distributed to the departments on each campus. Additional catalogs shall be provided as requested, at no charge.
2. Explain the capabilities of your Internet ordering system. Provide information regarding your Internet ordering system currently in operation, how long system has been active, your company's ability to create customized catalog web pages along with how you would promote the use of core list, how you can block items.
4. Does your company offer Electronic Funds Transfer payments? Describe your company's ability to handle Electronic Funds Transfer payments, along with the formats you support (i.e. CTX, CPT).
5. Distribution rights: If the University requires an item for which you do not currently have distribution rights and distribution rights can be obtained, at least for the University, will you provide the item under the normal pricing formulas as may be applicable?
6. Does your company currently accept Procurement or credit card transactions. If no, address your company's plans to accept procurement or credit card transactions.
7. Does your company have a plan in place for working with Minority Business Enterprises? Explain how your company works with Minority Business Enterprises, Women Owned Business Enterprises and/or those firms employing the physically challenged. Identify your current M/WBE opportunity program, including second tier efforts with M/WBE suppliers/manufacturers.
8. Explain how your company offers/promotes the use of recycled products to the end user.

SECTION D: OVERALL COMPANY INFORMATION Please See Attachment D on following pages for responses.

1. Describe your company, its size, number of employees, including a brief history of the company, an organization chart indicating which individuals or positions would have knowledge of this contract, the degree to which each person would be responsible to each of the four campuses and the ability of your company to handle the additional volume to incorporate this contract.
2. Products Inventoried: Indicate the number of line items and dollar volume presently inventoried, the corresponding location of sales offices and which/whose warehouse facilities which would be used for this contract.
3. Provide us with information and list at a minimum, three references of companies or other universities of similar size, scope and nature with internet ordering; and annual sales volume of \$500,000, with whom you have a similar supply programs along with date of contract, length of contract, and fill rates. (See Section 5: Attachments and Reference Documents)
4. Upon request and before final award, if requested will your company will provide the University with financial statement/records demonstrating your company's financial capability to perform this contract. Financial statements may include the following: Income/operating statements, Balance Sheets, Cash Flow statements.

SECTION E: ATTACHMENTS AND REFERENCE DOCUMENTS

1. REFERENCES: Notwithstanding the University Of Nebraska System, list below references where your company has implemented programs of similar size, scope and nature as to the one proposed herein.

1. Company Name: Lincoln Public Schools
 Address: 5901 "O" Street
 City/State/Zip: Lincoln NE 68510
 Contact Name: Bill McCoy Email: bmccoy@lps.org
 Phone: 402-436-1073 Fax: 402-436-1076
 Approximate annual sales volume: \$550,000
 Contract Term: 3 Yrs Mos Order Fill Rates: 98% % 98% %

2. Company Name: Prairie Health Ventures/Premier of Nebraska
 Address: 421 South 9th Street Suite 102
 City/State/Zip: Lincoln NE 68508
 Contact Name: Dave Christensen Email: david.christensen@phvne.com
 Phone: 402-476-7333 Fax: 402-476-7422
 Approximate annual sales volume: \$ 8 Million
 Contract Term: 3 Yrs Mos Order Fill Rates: 97% % 97% %

3. Company Name: Nebraska E.S.U. Cooperative Purchasing
 Address: 1292 East 4th Street
 City/State/Zip: Ainsworth NE 69210
 Contact Name: Kip Schneider Email: kschneider@esu17.org
 Phone: 402-387-1245 Fax: 402-387-2530
 Approximate annual sales volume: \$ 2 Million
 Contract Term: 3 Yrs Mos Order Fill Rates: 98% % 98% %

2. ATTACHEMENT A: Market Baskets

- Core Item Listing/Pricing
- Non-Core Listing/Pricing

Should there be any items that are AmSan private labeled/branded products; vendor is to bid equal or equivalent and supply supporting documentation (i.e. specification sheets/product description)

SECTION 2.0: COMPONENTS OF THE PROCESS

2.1 Requirements--Responding to Specifications:

Each bidder responding to this RFP is expected to submit a well organized, easy-to-read, written proposal, which clearly and coherently provides the information outlined in this RFP. Answers and responses to the information required must be numbered to directly coordinate with the number of the inquiry as it appears in the RFP format presented herein.

2.2 Communications:

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

Roger Spiels
1700 Y Street
University of Nebraska--Lincoln
Lincoln, Nebraska 68588-0645

Fax: (402)472-2246
E-mail: unlpurchasing2@unl.edu

For additional information concerning bidder questions, clarifications and addenda, see Section 3.0: Proposal Submittal Requirements, item 3.

2.3 Critical Dates:

2.3.1 On the front cover of this RFP, a **mandatory pre-bid conference** has been indicated. Any entity wishing to preserve its ability to bid must be represented and will be required to register at the meeting. **Those interested in attending the mandatory pre-bid conference are requested to send an email indicating number of representative that will be in attendance (E-mail: unlpurchasing2@unl.edu).**

Persons planning to attend the mandatory pre-bid conference are strongly encouraged to direct any questions they have about this RFP to the attention of Roger Spiels, such questions to be in writing and delivered by fax (402) 472-2246, or e-mail to the address listed above, as listed on the RFP cover page.

2.3.2 Proposals are due upon the date and time set forth on the cover to this RFP.

2.3.3 Any bid may be withdrawn prior to the scheduled time for the opening of bids. Unless otherwise stated in this RFP, no Proposal may be rescinded within ninety (90) days following the scheduled opening of proposals without the approval of the Director of Purchasing.

2.4 Basis of Selection:

2.4.1 The award of a contract, if any, shall be made to the most responsible bidder, taking into consideration the best interest of the University. While pricing is often an important criterion, it may or may not be determinative. UNL shall establish evaluation criteria and their components before proposals are opened. UNL may 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 RFP specifications, cost effectiveness, design, delivery, installation, the specific needs of the UNL community, bidder's reputation and/or past performance, quality of goods and/or services offered to UNL, technical performance, installation, and ability to expand with UNL's needs.

2.4.2 Proposals will be evaluated, and the contract, if any, awarded and performed in compliance with all relevant University of Nebraska policies.

2.4.3 The deliberations of the evaluation committee are confidential, and no representative of a bidder should directly or indirectly contact any member of the evaluation committee, or any faculty or staff member concerning this RFP, unless permission is explicitly otherwise given to the bidder by the Purchasing Department, 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 RFP can lead to disqualification.

2.4.4 UNL reserves the right to request additional information from a bidder in any format which UNL 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 RFP.

2.4.5 Bidders may be required to submit samples of any item or product offered in response to this RFP. Each sample must be clearly identified by the name of the bidder, name of the manufacturer, or other information, if requested, relevant to the evaluation of the sample.

2.5 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. Discussion and negotiation may include, but is not limited to, the scope of work, design, schedule, and price.

2.6 Notification of Award:

Upon completion of the evaluation process, the bidders will be notified in writing, or by e-mail, of the identity of the successful bidder. If for any reason, UNL and the successful bidder fail to finalize a contract, UNL reserves the right to attempt to enter into a contract with the next most responsive bidder, based on evaluation results.

2.7 Reservation of Rights: Rejection of Proposals: Non-Responsive Proposals:

UNL reserves the right to reject all proposals received and discontinue the evaluation and selection process at any time. UNL also reserves the right to resolicit proposals in response to this RFP or any amendment of this RFP. If no responsive bids are received by the UNL, UNL reserves the right to negotiate with any firm in order to substantially fulfill the RFP under such terms and conditions as UNL deems best serve its needs.

2.8 Grievances:

The UNL grievance procedure can be found at the UNL Purchasing Department web site, <http://purchasing.unl.edu/policies/>

2.9 Public Information:

Bidders' names are public information at the time proposals are opened at the scheduled bid closing time. Until the successful bidder 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 bidder is announced, then the proposals will be treated as public information, except to the extent that any bidder gives UNL specific written notice of information it believes to be proprietary, commercial, a trade secret, or otherwise confidential. Should UNL determine that such bidder-identified information is indeed proprietary or otherwise confidential, then it will not publicly disclose that portion of the proposal without the consent of the bidder, unless otherwise required by law, e.g. judicial order. As a general matter, UNL considers financial statements of privately held companies, if such are a required submission, to be proprietary. Pricing terms appearing in proposals are considered public information.

Bidder shall be chiefly responsible for providing the defense for any challenge to a decision to withhold information contained in a Proposal, based upon bidder's identification of the information as not subject to public disclosure.

SECTION 3.0: PROPOSAL SUBMITTAL REQUIREMENTS

3.1 Submittals and Bid Opening:

One (1) original and six (6) copies, marked accordingly, of any proposal in response to this RFP must be received by UNL in the Office of University Services, Purchasing Department, 1700 Y Street, University of Nebraska–Lincoln, Lincoln, Nebraska 68588-0645 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. Bidders may 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.

NOTE : Only one completed CD/Diskette needs to be returned with your response. Please insert this CD/Diskette into your proposal binder identified as "Original". Be sure to label your CD with your company name.

3.2 Delivery of Proposal:

Each bidder is responsible for making sure their proposal is properly addressed/identified. In order to assure proper processing and receipt, your bid submittal should be returned in an envelope (or parcel) and delivered to/addressed as follows: **University of Nebraska–Lincoln, Office of University Services, Purchasing Department, 1700 Y Street, Lincoln, NE 68588-0645** along with the applicable “**RFP Number**” and “**Title of Bid**” to which you are responding. 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 UNL Purchasing staff. **NOTE: This is a formal, sealed bid. Fax, email or verbal responses will be rejected.**

3.3 Bidder Questions, Clarifications, and Addenda Interpretation:

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

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

Roger Spiehs
Purchasing University of Nebraska–Lincoln,
Lincoln, Nebraska 68588-0645
FAX (402) 472-2246
or
E-mail: unlpurchasing2@unl.edu

In order to be given consideration, any requests for interpretation must be received by the dates indicated on the cover page. Any and all interpretations and any supplemental instructions provided by UNL shall be in the form of a written addenda to the Request for Proposal, which if issued, will be mailed, e-mailed or faxed to all known interested parties or bidders, or such other form of communication as UNL deems reasonably likely to reach interested parties; provided however, that bidders who were notified of this RFP by accessing the UNL Purchasing Department website are responsible to check the website from time-to-time in order to inform themselves of any addenda to the RFP. The bidder, not UNL, is responsible to secure notification and delivery of any addenda. Failure of any bidder to receive any addenda or other information released by UNL after the initial distribution of this RFP shall not relieve the bidder from the obligations specified in addenda or other releases. All addenda shall be incorporated in the RFP to the same effect as if they were set out in the initial RFP release.

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

3.4 Cost of Preparation: UNL will not be responsible for any costs incurred in preparation or presentation of the bidder's proposal.

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

SECTION 4.0: 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 specifications, terms, and conditions set forth in this RFP and any related award document shall be incorporated by reference, without Bidder exception, into any resulting contract between the University and the successful bidder. Any additional or different terms proposed by the successful bidder 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 bidder 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 bidder with a thirty (30) day written notice of the terms in breach. If after such notice, the successful bidder fails to remedy the breach within those 30 days, UNL 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 UNL.

4.4 Indemnity, General and Patent:

The successful bidder 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 whatsoever, 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 bidder pursuant to this RFP, the bidder 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 UNL.

4.5 Governing Law; Venue:

The laws of the State of Nebraska shall govern any contract awarded to the successful bidder. 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 bidder, 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. Bidder agrees to indemnify UNL against any loss, cost, liability, or damage by reason of bidder's violation of any applicable law or regulation. Any successful bidder 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 bidder 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 bidder's business.

In addition, all work done in conjunction with the installation of this project shall meet all applicable laws, statutes, building codes and standards. Vendor agrees to indemnify the University against any loss, cost, liability, or damage by reason of vendor's violation of any applicable law, executive order or regulation. Successful Bidder shall obtain services of licensed professional engineers from all necessary disciplines involved in designing and constructing the project including, but not limited to: structural, electrical, mechanical engineering, where applicable to said project.

4.8 Sexual Harassment:

State and federal law, as well as the policies of the Board of Regents of the University of Nebraska, prohibits 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 bidder agrees that in the performance of this contract, neither the bidder 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 bidder's Drug Free Workplace Policy. The bidder 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 bidder or its employee or agent has committed an act in violation of this policy, the bidder 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, Executive Memorandum No. 21:

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

Accordingly, the University of Nebraska reaffirms its policy of providing equal opportunity to small business enterprises and to minority, disadvantaged and women owned business enterprises in all aspects of the University of Nebraska'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 the University of Nebraska's policy that any person or business seeking the opportunity to do business with the University of Nebraska shall not be discriminated against on the basis of race, color, religion, sex, national or ethnic origin, age, disability, marital status, or veteran status. The University of Nebraska conducts its procurement and contracting activities in a manner designed to prevent unlawful discrimination. University of Nebraska policies are consistent with applicable state and federal laws and regulations prohibiting unlawful discrimination.

4.12 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.

4.13 Subcontractors:

The successful bidder shall not subcontract all or substantially all of any facet of the Proposal without the prior written approval of UNL. The successful bidder 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 bidder.

4.14 Legislative Funding Out Clause:

Notwithstanding any provision in the contract to the contrary, if the legislative body appropriating funds, does not allocate sufficient funds to allow UNL to make any periodic payment agreed to in the contract for any future fiscal period, UNL will not be obligated to pay the contract balance remaining at the time of the governmental funding short-fall.

4.15 Parking:

UNL shall not be responsible for providing parking for successful bidder's parking needs. The successful bidder and/or its employees and agents will be solely responsible for any fines resulting from parking violations occurring on UNL property. It is recommended that the successful bidder and any temporary employees contact the Parking and Transit Services at Stadium Drive Parking Garage, Lincoln, Nebraska, phone: (402) 472-1800 to obtain information regarding parking and to obtain permits.

4.16 Building Rules and Regulations; Tobacco Use:

Employees of the successful bidder 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 bidder or subcontractor employee who fails to comply with such rules and regulations. All buildings and University owned vehicles on the UNL campus are tobacco-free. Use of tobacco products is not permitted inside any UNL facility. The successful bidder is expected to respect this tobacco-free policy and fully comply with it.

4.17 Use of Premises:

To the extent that any contract awarded requires the successful bidder or its employees or agents to be present on or within UNL's properties, then the bidder shall limit its presence and activities to such areas as are reasonably necessary in order to perform under the contract. The successful bidder 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 bidder'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.

4.18 Hazardous Waste Generated by Contractors:

Any hazardous waste that is generated from the performance of any contract awarded shall be properly disposed of by the successful bidder in a timely fashion and in accordance with applicable hazardous waste laws and regulations. The cost for hazardous waste management and disposal is successful bidder's responsibility. Should UNL deem it prudent to dispose of any hazardous waste left on its property, as a result of the successful bidder's failure to meet its responsibilities, all costs associated with such disposal shall be deducted from any amount yet to be paid to the bidder and/or billed to the bidder. University Environmental Health Services is to be notified of all hazardous waste issues.

Any non-hazardous waste generated in the performance of this contract must be disposed of by the successful bidder. The Contractor will be responsible for the removal and disposal of all packaging materials, scrap, debris and construction waste generated by all portions of its work.

4.19 Delivery; F.O.B.; Shipping:

The successful bidder 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 bidder 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, Memorial Stadium, Lincoln, Nebraska. Unless otherwise specified, all shipments will utilize the best commercial practice to insure safe arrival at the UNL delivery point.

4.20 Quantity:

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

4.21 Inspection:

UNL may, at any time in the course of the contract, inspect and test materials and supplies being used in the performance of the contract, including at the point of manufacture. If inspection and tests are made on contractor's premises, contractor without additional charge, shall provide reasonable facilities and assistance for the safety and convenience of the testing/inspection personnel. Except as otherwise agreed in writing, all goods, equipment and supplies furnished under the contract shall be subject to final inspection and acceptance by UNL at the delivery destination.

4.22 Defective Goods or Work:

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

4.23 Liens:

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

4.24 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 bidder upon request.

4.25 Ambiguities:

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

4.26 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.

4.27 Contractor Identification:

The Contractor shall cause each of its employees or any person acting on behalf of the Contractor, while providing goods/services to the University under this Agreement and working on University property, to carry identification, with photo, showing that the individual is an employee or person acting on behalf of the Contractor. A badge worn outside of clothing is appropriate for this purpose. Such identification shall be produced upon request of any University representative, in order to confirm that the Contractor's representative is authorized to be present on University property and/or performing as authorized by the Agreement. Whereas campus security is of utmost importance, failure of any Contractor representative to produce the requisite identification upon request, shall be a material breach of the Agreement and shall be cause, at the discretion of the University, for immediate termination of the Agreement. For those who commonly wear a work uniform, such uniform shall be worn while providing the services related to this Agreement in order that the University may quickly and clearly identify Contractor's service representatives when necessary. A uniform, however, does not take the place of a photo identification badge.

4.28 Legal Relationship:

The contractor shall under no circumstances be considered as an agent or employee of the University and shall have no right or authority to, in any manner, obligate the University to any person or company except as authorized in writing by the University.

4.29. Use of University Names and Logos:

The contractor shall not use any University name, sign, logo, symbol, etc. for any purpose, without the prior written approval of the University. Use of University brands generally requires licensing.

4.30. Improper Business Relationships and Conflict of Interest Prohibited:

In connection with this RFP, each bidder shall ensure that no improper, unethical, or illegal relationships, or conflict of interest exists between or among the bidders, the University and any staff and 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 bidder disqualification and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

4.31. Electronic and Information Technology Accessibility:

All electronic and information technology procurements, agreements, and contracts shall comply with Section 508 of the Rehabilitation Act of 1998 as amended.

4.32. Equal Opportunity Clause Certification of Non-Segregated Facilities, Executive Order 11246:

This form is attached and shall be executed by the successful Bidder upon notice of award.

4.33. Contractor's Certificate of Insurance – (reference certificate at end of RFP) successful Bidders will be required to furnish a certificate of insurance with coverages to bodily injury/personal injury/liability coverage, property damage liability coverage, and workman's compensation coverage. This certificate must be on file prior to any commencement of work. It is absolutely necessary that "**The Board of Regents of the University of Nebraska as an additional insured**" be added to the face of the certificate for all coverage except worker's compensation. The above statement must be worded in this manner. It is also absolutely necessary that a "**Completed Operations Coverage**" must be included as part of the successful Bidders General Liability.

4.34 Performance Bond: An Owner's Protective Bond (Performance/Labor and Materials) bond will be required from the successful bidder acceptable to the Owner in the amount of \$50,000. A copy of the owner's protective bond form acceptable to UNL is available upon request [or is attached].

SECTION 5, consisting of Equal Opportunity Clause Certification of Non-Segregated facilities, Executive Order 11246, Certificate Of Insurance Form, Performance Bond Form follow this page.

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.

Form with fields for Firm, Address, City, State, Zip, Signature of Authorized Representative, Title, Date, and Federal I.D. #

- (7) Compliance with minimum insurance requirements may be achieved through a combination of primary and excess coverage as long as the attachment point does not fall below \$100,000 per occurrence and the general aggregate is maintained. If excess liability insurance is purchased, the Insured must indicate to which policy the coverage applies and record this information on the Certificate of Insurance.
- (8) Include other insurance policies that may be required.
- (9) The Contractor will provide and maintain an "All Peril" Installation Floater Insurance for the materials, supplies, machinery, fixtures, and equipment which will become a part of the installation, fabrication, or erection project as shown and described in the Contract Documents. Coverage under the Contractors Installation Floater should pay for direct physical loss to property while in transit; at the site of installation, fabrication, or erection, as shown and described in the Contract Documents; and in storage awaiting installation, fabrication, or erection.

The Contractor will provide Installation Floater Limits of Insurance sufficient to cover the value of the installation. The Contractor will be solely responsible for any deductible carried under their Installation Floater and any claim on materials, supplies, machinery, fixtures and equipment which will become a part of the installation, fabrication, or erection project as shown and described in the Contract Documents while in transit or in storage awaiting installation, fabrication, or erection.

Evidence of Installation Floater Insurance will be indicated by the Contractor and will be on file with the Owner prior to starting the project.

- (10) The Owner will provide and maintain an "All Peril" Builders Risk Insurance for the structure or buildings while under construction, erection, or fabrication as shown and described in the Contract Documents. The Contractor shall bear the risk and responsibility for a \$2,000 per occurrence deductible for each claim.
- (11) The certificate issuer will mail the fully executed certificate to the appropriate institution as shown below.

UNL Mailing Address
 Facilities Management & Planning
 University of Nebraska - Lincoln
 1901 Y Street
 Lincoln, Nebraska 68588-0605

UNMC Mailing Address
 Facilities Management & Planning
 University of Nebraska Medical Center
 600 South 42nd Street
 Omaha, Nebraska 68198-7100

UNO Mailing Address
 Facilities Management & Planning
 University of Nebraska at Omaha
 60th and Dodge Streets
 Omaha, Nebraska 68182-0270

UNK Mailing Address
 Department of Facilities
 University of Nebraska at Kearney
 905 West 25th Street
 Kearney, Nebraska 68849

Board of Regents Address
 Board of Regents
 University of Nebraska Administration
 3835 Holdrege
 Lincoln, Nebraska 68483-7045

- (12) The Insured must have the insurance company issue an endorsement to their policy(ies) stating that thirty days notice will be given to the Architect or Contractor before cancellation or termination. The Insurer will immediately notify the Board of Regents of the University of Nebraska of the cancellation or termination upon receipt of notification.
- (13) All Three Certificates of Insurance should be executed by an insurance agent licensed in Nebraska, an insurance Broker licensed in Nebraska, or an authorized agent of a mutual or reciprocal insurer. The actual authorized signature, title and typed name should be provided in this block. All three certificates must have an original signature, one signed original and two photocopies are not acceptable. DO NOT USE RUBBER STAMP.
- (14) THE UNIVERSITY RESERVES THE RIGHT TO REQUEST A COPY OF ANY INSURANCE POLICY ISSUED TO THE INSURED TO VERIFY COMPLIANCE WITH THIS CERTIFICATE OF INSURANCE. A COPY OF THE RECOMMENDED LIMITS OF COVERAGE MUST BE RETURNED WITH THE CERTIFICATE OF INSURANCE.

Reference: Certificate of Insurance Form

UNIVERSITY OF NEBRASKA

OWNER'S PROTECTIVE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT we,

as Principal, hereinafter called the Principal and

as Surety, hereinafter called the Surety, are held and firmly bound unto the Board of Regents of the University of Nebraska, as Owner, in the sum of

for the payment of which sum will and truly be made, the said Principal and the said Surety, bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has executed a contract with the Owner, dated _____ for the _____

Which contract, including all contract documents, are by reference made a part hereof.

NOW THEREFORE, if the Principal shall faithfully perform such contract, and shall make payment to all laborers and mechanics for labor that shall be performed in connection therewith, and shall make payment for all material which is used in the erecting, furnishing or repairing of the building under said contract or in or about the improvement, or used in the performance of the contract, and shall make payment of all premiums for insurance required by the contract, and shall indemnify and save harmless the Owner from all cost and damage by reason of the principal's or any primary, secondary, or other classes of sub-contractor's default, or failure so to do, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

All persons who have furnished labor or material for use in the erecting, furnishing or repairing of the building under the said contract, or for use in or about the improvement, or in connection with the performance of the contract, shall have a direct right of action under this bond, subject to the Owner's priority.

Any payment or payments under the bond shall reduce its penalty to the extent of such payment or payments.

Any suit under this bond must be instituted before the expiration of five (5) years from the date on which final payment under the contract falls due.

And for value received, the Surety further agrees that no change, forbearance, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or to the specifications accompanying the same, shall in any way affect its obligations under this bond and it hereby waives notice of any such change, forbearance, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications, made or extended by the Owner or Principal.

The Owner and Architect shall cooperate with and assist the Surety in prosecuting its rights and claims, if any, against Principal and others by supplying testimony as to facts, books, records and documentary evidence in their possession.

In the event Principal is in default under the contract as defined therein, Surety will (a) within fifteen (15) days of determination of such default, take over and assume completion of said contract and become entitled to the payment of the balance of the contract price, or (b) pay the Owner in cash the reasonable cost of completion, less the balance of the contract price, including retained percentage. The cost of completion shall be fixed by taking bids from at least three responsible contractors, chosen by the Owner, one by the Architect, and one by the Surety. The Surety will make such payment within fifteen (15) days after the cost of completion shall have been so determined.

Signed and sealed this _____ day of _____ 20____

ATTEST:

PRINCIPAL

Name

By _____

Title _____

Title _____

WITNESS

SURETY

By _____

Title _____

SECTION B: ORDER FULFILLMENT

- 1) Order Placement: handled and designed to meet customer demand.
 - a) Placing Orders
 - i) E-Access online ordering
 - ii) Mail
 - iii) Fax
 - iv) Phone
 - v) On-Site Support
 - b) Handling Volume
 - i) AmSan's status as one of Central U.S.'s largest Jan San Distributors allows us to handle volume with accounts like U.N.L. while many would struggle
 - ii) Our Procurement department continually evaluates levels and trends to establish appropriate stocking levels based on history and trends
 - iii) Our Account Executives work in conjunction with end users to establish usage volumes and time orders for delivery when usage is necessary
 - c) Cut-Off Times
 - i) 3:00 PM daily for next day delivery
- 2) Backorder Notification:
 - a) Methods of Communication
 - i) When using e-Access each item will be earmarked at order entry (BRAND NEW FEATURE)
 - ii) All backordered items will be noted on the packing list
 - iii) Account Executives can also provide Backorder information
 - iv) e-Access will show an estimated date for arrival of backordered product to our warehouse
- 3) Orders Filled via AmSan Warehouse
 - a) 98% of JanSan product ordered by our Customers are delivered FROM our warehouse, on our own trucks, by AmSan employees for next day delivery
 - i) Due to high volume and customer need we will occasionally use a secondary source such as shipping or local common carrier to expedite orders and handle large volume
 - b) Less than 2% of our orders are completed via wholesale routes, when this does occur it is generally for a large volume of a single item(s) from a common manufacturer, this will be done as a drop-ship direct from manufacturer yet billing and pricing stays consistent from AmSan
 - i) These instances will be communicated at order entry on a case by case basis
- 4) Same Day Delivery
 - a) Same day delivery is a viable solution in emergency situations
 - i) The majority of our stock is carried in our primary warehouse in Omaha making pick-up and delivery extremely viable in Omaha, achievable in Lincoln and possible in places like Kearney
 - (1) We occasionally use local same day delivery services for Lincoln and Greater Nebraska
 - (2) Same day deliveries are also commonly executed via the Account Executives
 - ii) Lincoln carries an "emergency" stock for many local customers enabling same day service viability, this stock needs to be evaluated with Account Executive and end-user to earmark those opportunities
 - iii) If there is an emergency requiring same day capabilities, all available means will be explored to meet the need
- 5) Scheduled Delivery to Campus and Off Campus Locations
 - a) We have pre-established scheduled deliveries to all communities where campuses reside
 - i) Omaha Daily
 - ii) Lincoln Daily
 - iii) Kearney Weekly
 - b) We service via scheduled delivery, on our own truck, with our own employees better than 85% of Nebraska's population
 - c) On the occasions where we contract the shipment or delivery of supplies, the contracted service acts as an extension of our company, all programs and performance remain the responsibility of AmSan

SECTION C: VALUE ADDED SERVICES

- 1) Catalog Requirements
 - a) We will use 2 primary Catalogs, we have earmarked 50 of each Catalog for Distribution
 - i) JanSan Catalog, included EXHIBIT 1
 - (1) This catalog is compiled and published by AmSan on an as needed basis once every 3 years
 - (a) It is intended to cover categories and types of products to prove coverage of ability
 - (b) It contains 2473 stocking items contained and available in the AmSan warehouse
 - (c) This version is FRESH off the presses August 2009
 - ii) E-Access online catalog, included EXHIBIT 2, (we can supply the listing for you as we have in exhibit 2, this is however simply a mirror snapshot of the actual online program)
 - (1) E-Access is updated in real time, showing and representing all products from the AmSan Nebraska Warehouse
 - (a) Your contracted pricing IS shown when viewing e-Access
 - (b) Wholesale to the e-Access program are not scheduled for the near future
 - (c) This e-Access catalog represents over 4400 unique items stock in different UOM's for over 5500 SKU's
 - 2) Internet Ordering System-Please See Welcome to e-Access Pamphlet EXHIBIT 3
 - i) e-Access is our Industry Leading Online SECURE ordering system
 - (1) e-Access was introduced to the marketplace in 2002
 - (2) many adjustments and changes have been made to keep it viable, these efforts continue on a daily basis
 - ii) e-Access is a fully functioning Online Ordering Piece which wears many hats
 - (1) MSDS Retrieval
 - (2) Invoice Printing
 - (3) Multi-Layered Approval Processing
 - (4) Order Status Tracking
 - (5) Usage Reports
 - (6) Report Generator
 - (7) Accounting Functions
 - (8) AND MORE
 - iii) We can create a customized order pad for ANY user, allowing them access to ONLY what they are allowed to see and order, regardless of whether it is core or non-core, we can also turn on OR off the pricing function
 - iv) As with any system, limitations exist, it is rare that we have discovered a project or process that we are unable to integrate and adjust to work for the end-user
 - 3) NOTHING NOTED
 - 4) Electronic Funds Transfers
 - a) AmSan is fully capable of handling and executing your electronic fund transfer payments
 - i) We accept any form of ACH payment
 - (1) Included in that format is the ability to customer 810 invoice transactions while using the ANSI X12 810 format
 - b) Please realize that new formats require effort and resources, our commitment to meet your need is paramount.
 - 5) Distribution rights
 - a) The size and scope of our company as a whole offers a TREMENDOUS advantage in the marketplace, the only scenario that would ever prevent us from meeting your need is when a local agreement between distribution and manufacturer restricts the addition of distribution,
 - b) Assuming access to the product line is offered, all pricing and programs included within this contract would apply
 - 6) Procurement and Credit Card Transactions
 - a) AmSan DOES honor and accept Procurement and Credit Card Transactions
 - i) Depending on Credit Card used the fees charged to AmSan would need to be approved prior to use
 - 7) Minority Business Enterprises
 - a) AmSan does not have a Minority Business Enterprise or Women Owned Business Enterprise relationship.
 - 8) Recycled Products
 - a) AmSan is considered one of the leaders in the marketplace when it comes to educating, marketing and placing recycled and "Green" initiative products in the marketplace.
 - i) Please See EXHIBIT 3, What is Green Cleaning
 - ii) AmSan has strategically chosen partners in the market place that are stewards of the environment
 - b) Our Account Executives understand the vital importance of doing what is right for the environment as well as the marketplace, our people are trained to train your people on implementing environmentally responsible products to the end user that get the job done as well or better than current practices and product

SECTION D: OVERALL COMPANY INFORMATION

- 1) Company Overview
 - a) AmSan has grown and matured into many layers. Our Parent company Interline Brands is a publicly held company with 3,500 associates, 200,000 customers and \$1.3 Billion in Sales. AmSan represents the JanSan Distribution within the Interline model, AmSan is America's largest Janitorial Supply Company with over 250 salespeople and an annual sales volume over \$270 Million. On a more local level AmSan Nebraska is one of the largest, most recognized Janitorial Houses in the United States with 38 salespeople and nearly \$38 Million in annual Sales. AmSan Nebraska has been present in the Nebraska marketplace under different names since 1925, names like Kelso and Nogg remain hard to escape.
 - b) Complementing the Sales Staff are a bevy of support staff
 - i) An 18 person customer service staff taking calls from all locations West of the Mississippi
 - ii) Warehouse Staff of 10 working around the clock in nearly 100,000 ft² of warehouse space
 - iii) 12 Delivery Drivers logging over 250,000 total miles each year
 - iv) Procurement staff of 45 concentrating on JanSan daily
 - v) The arm of AmSan is long and the support available from all departments is unparalleled from, I.T, Accounting, Marketing, Sales Support, and Management both Local and Nationally
 - c) The Dichotomy of people involved with this contract is vital and the most vital ingredient of our support begins with our educated and empowered Account Executives
 - i) Verlen Ritterbush-Account Executive-Lincoln Campuses and Overall University of Nebraska Contract Champion
 - ii) Mike Hansen-Account Executive-Kearney Campus also serves Curtis
 - iii) Steve Mach-Account Executive-Omaha Campuses
 - iv) Deb Mitteis-Contract Support
 - v) Kim Jamieson & Bruce Clark-I.T. Support
 - vi) Paul Harris-Sales Support for Verlen Ritterbush
 - vii) Monica Green-Customer Service Manager
 - viii) Matt Bridges-Director of Sales Nebraska
 - ix) Rick Faber-Central Region President
 - d) The volume of this contract really represents no challenges that we are not prepared for or capable of excelling with.
- 2) Products Inventoried
 - a) Over 5000 inventoried SKU's in the AmSan Nebraska Warehouse representing an average daily inventory of \$2.3 Million
 - b) Sales Offices
 - i) Omaha is the local Delivery, Warehouse and Corporate Hub
 - (1) Lincoln is stocked Daily from Omaha and offices a staff of 11
 - (2) Included in the AmSan Nebraska family are Sales Offices in Des Moines and Denver

UN BID # 485554

CUSTODIAL SUPPLIES: HARDGOODS

POINT SUMMARY

| Maximum Points | | AmSan | National |
|----------------|--|------------|------------|
| 430 | Total Section A: Pricing | 406 | 398 |
| 145 | Total Section B: Order/Fulfillment | 145 | 122 |
| 210 | Total Section C: Value Added Services | 165 | 168 |
| 170 | Total Section D: Overall Company Info. | 132 | 131 |
| 955 | TOTAL | 848 | 819 |

| Item | MFG Item Number | DESCRIPTION | PACK SIZE | UOM | QTY | AmSan | | National | |
|------|-----------------|--|----------------|-----|------|------------|-------------|------------|-------------|
| | | | | | | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
| 1 | BROCLOFLE10 | COLORRED FLEECE WIPER | 10LB/CT | CT | 24 | \$6.39 | \$153.36 | \$8.24 | \$197.80 |
| 2 | BROMF1TBDZ | 16X16 MICROFIBER TERRY CLOTH BLUE | 12EA/DZ | DZ | 79 | \$8.17 | \$645.43 | \$10.56 | \$834.15 |
| 3 | BROMF1GDZ | 16X16 MICROFIBER TERRY CLOTH GREEN | 12EA/DZ | DZ | 157 | \$8.17 | \$1,282.69 | \$10.56 | \$1,657.74 |
| 4 | BROMF1TRDZ | 16X16 MICROFIBER TERRY CLOTH RED | 12EA/DZ | DZ | 89 | \$8.17 | \$727.13 | \$10.56 | \$939.74 |
| 5 | BROMF1TYDZ | 16X16 MICROFIBER TERRY CLOTH YELLOW | 12EA/DZ | DZ | 55 | \$8.17 | \$449.35 | \$10.56 | \$580.74 |
| 6 | BROS1100PT325 | 13X13 FLAT 3PLY SCRIM WIPER | 325EA/CS | CS | 98 | \$11.15 | \$1,092.70 | \$14.29 | \$1,400.77 |
| 7 | CH0911 | CHIX MASSLINN 24X24 DUST CLOTH | 2B/GCS | CS | 66 | \$37.98 | \$2,506.68 | \$34.07 | \$2,248.46 |
| 8 | GPT117390 | ENVISION MICRO-TWIN 1-PLY III CAP | 48EA/CS | CS | 455 | \$49.63 | \$22,581.65 | \$49.36 | \$22,456.84 |
| 9 | GPT119374 | 1-PLY TOILET TISSUE CORELESS | 18RL/3000SH/CS | CS | 771 | \$29.78 | \$22,960.38 | \$31.11 | \$23,982.11 |
| 10 | GPT20887 | BIG FOLD 2 PREMIUM C-FOLD TOWEL | 16PK/CS | CS | 107 | \$26.54 | \$2,839.78 | \$26.40 | \$2,824.49 |
| 11 | GPT23504 | ENVISION SINGLEFOLD PAPER TOWEL | 16PK/CS | CS | 2066 | \$14.09 | \$29,109.94 | \$14.28 | \$29,508.68 |
| 12 | GPT26301 | ENVISION III CAP ROLL PAPER TOWEL | 6PK/CS | CS | 2391 | \$17.28 | \$41,316.48 | \$18.30 | \$43,763.43 |
| 13 | GSTAWM94M | RELINTLESS MICO FIBER MED MOP FANTAIL | 12EA/CS | CS | 21 | \$55.28 | \$1,160.88 | \$60.27 | \$1,265.75 |
| 14 | GSTAWM94MO | RELINTLESS MICO FIBER MED OR MOP FANTAIL | 12EA/CS | CS | 35 | \$55.92 | \$1,957.20 | \$60.97 | \$2,133.94 |
| 15 | GSTAWM94LO | RELINTLESS MICO FIBER LARGE MOP FANTAIL | 12EA/CS | CS | 10 | \$69.83 | \$698.30 | \$74.98 | \$749.82 |
| 16 | HBS7646VMMW1 | 38X46 44GL 16MIC WHT HD 100GG | 240/CS | CS | 100 | \$25.76 | \$2,576.00 | \$18.24 | \$1,823.99 |
| 17 | HOSKL-260 | BAG SANI WASTE WAXED KRAFT 7.5X10 | 1500EA/CS | CS | 169 | \$12.77 | \$2,158.13 | \$12.70 | \$2,145.62 |
| 18 | IMP8440L | YELLOW FLOCK LINED LATEX 20MIL 12IN | 14PR/CS | CS | 748 | \$91.16 | \$68,187.68 | \$108.27 | \$80,988.65 |
| 19 | IMP8440M | YEL FLOCK LIN LATEX GLOVE MED 20MIL | 14PR/CS | CS | 647 | \$91.16 | \$58,980.52 | \$108.27 | \$70,053.02 |
| 20 | IMP8440S | YELLOW FLOCK LINED LATEX 20MIL 12IN | 14PR/CS | CS | 54 | \$91.16 | \$4,922.64 | \$108.27 | \$5,846.77 |
| 21 | IMP8440XL | YELLOW FLOCK LINED LATEX 20MIL 12IN | 14PR/CS | CS | 313 | \$91.16 | \$28,533.08 | \$108.27 | \$33,889.64 |
| 22 | KCC04142 | SCOTT HARD ROLL TOWEL | 12RL/800/CS | CS | 1218 | \$39.84 | \$48,525.12 | \$39.62 | \$48,259.72 |
| 23 | KCC07223 | SCOTT JRT JR JUMBO ROLL TISSUE | 12RL/2000/CS | CS | 1818 | \$28.72 | \$52,212.96 | \$28.57 | \$51,932.99 |
| 24 | MMM05509 | SCOTCH-BRITE 86 H-DUTY COMM SCOUR | 3B/X/CS | CS | 70 | \$38.73 | \$2,711.10 | \$38.53 | \$2,697.27 |
| 25 | MMM07445 | SCOTCH-BRITE 98 LT-DUTY CLFANSNG | 3B/X/CS | CS | 21 | \$48.79 | \$1,024.59 | \$48.52 | \$1,018.92 |
| 26 | MMM08003 | 3M 8440 DOODLEBUG WHT CLEANSNG PAD | 4B/X/20EA/CS | BX | 17 | \$6.51 | \$110.67 | \$26.70 | \$453.97 |
| 27 | MMM08004 | 3M 8541 DOODLEBUG SCRUB N STRIP PAD | 5EA/BX | BX | 27 | \$6.51 | \$175.77 | \$6.68 | \$180.25 |
| 28 | MMM08251 | SCOTCH-BRITE 63 LT DUTY SCRUB | 20EA/CS | CS | 360 | \$28.15 | \$10,134.00 | \$23.22 | \$8,360.32 |
| 29 | MMM08293 | SCOTCH-BRITE 96 GNRL PURP SCOURING | 3B/X/20EA/CS | BX | 16 | \$8.20 | \$131.20 | \$8.16 | \$130.51 |
| 30 | MMM08395 | 3M 5100 20IN RED BUHER PAD | 5EA/CS | CS | 5 | \$22.03 | \$110.15 | \$22.59 | \$112.94 |
| 31 | MMM08413 | 3M 5300 20IN BLUE CLEANER PAD | 5EA/CS | CS | 7 | \$22.03 | \$154.21 | \$22.59 | \$158.12 |
| 32 | MMM08448 | 3M 7100 20IN BROWN STRIPPER PAD | 5EA/CS | CS | 13 | \$22.65 | \$294.45 | \$23.22 | \$301.90 |
| 33 | MMM08476 | 3M 4100 12IN WHITE SLIPPER POLISH | 5EA/CS | CS | 26 | \$10.21 | \$265.46 | \$10.47 | \$272.33 |
| 34 | MMM08484 | 3M 4100 20IN WHI SUPER POLISH PAD | 5EA/CS | CS | 15 | \$22.03 | \$330.45 | \$22.59 | \$338.82 |
| 35 | MMM08542 | 3M 6472 DOODLEBUG PAD HOLDER | 4EA/CS | CS | 29 | \$96.38 | \$2,795.02 | \$24.70 | \$716.42 |
| 36 | MMM083882 | 3M 7200 BLACK STRIPPER PAD | 5EA/CS | CS | 16 | \$22.65 | \$362.40 | \$23.22 | \$371.57 |
| 37 | MMM20688 | SCOTCH-BRITE 74 M-DUTY SCRUB SPONGE | 20EA/CS | CS | 93 | \$28.15 | \$2,617.95 | \$27.99 | \$2,603.51 |
| 38 | RCP261000GY | BRITE CONTAINER W/O LID 10GL GRY | 6EA/CS | EA | 18 | \$9.89 | \$178.02 | \$9.84 | \$177.11 |
| 39 | RCP295600BK | MED WASTE BASKET 28.125QT BLK | 12EA/CS | EA | 60 | \$3.09 | \$185.40 | \$3.07 | \$184.09 |

| | | | | | | | | | |
|----|--------------|--------------------------------------|----------|----|-----|---------------------|------------|---------|---------------------|
| 40 | RCPP611277YL | CAUTION WET FLR SIGN YEL | 6EA/CS | EA | 94 | \$8.19 | \$769.86 | \$8.15 | \$765.78 |
| 41 | RCPA21306BL | WEB FOOT SHRINKLESS WET MOP BLU | 6EA/CS | CS | 21 | \$51.13 | \$1,073.73 | \$50.85 | \$1,067.80 |
| 42 | RCPH1360000 | 60IN INVADER SIDE GATE MOP HNDL LG | 12EA/CS | EA | 24 | \$10.00 | \$240.00 | \$9.95 | \$238.68 |
| 43 | REN03974 | 48IN DUO SWEEP BROOM W/SE FLAGGED | 12EA/CS | EA | 36 | \$6.38 | \$229.68 | \$5.70 | \$205.29 |
| 44 | REN05116 | 32 BLUE CONTOUR TRIGGER SPRAYER | 250EA/CS | EA | 281 | \$0.39 | \$109.59 | \$0.37 | \$104.05 |
| 45 | REN05121 | 32OZ BOTTLE W/GRADUATIONS | 96EA/CS | EA | 243 | \$0.40 | \$97.20 | \$0.56 | \$136.26 |
| 46 | REN05124 | LOBBY DUST PAN,BLACK | 6EA/CS | EA | 31 | \$6.50 | \$201.50 | \$13.33 | \$413.25 |
| 47 | REN05126 | BLACK PUTTY KNIFE 1-1/4IN | 100EA/CS | EA | 30 | \$1.87 | \$56.10 | \$1.51 | \$45.39 |
| 48 | REN05137 | MEDIUM WHITE TOILET BOWL MOP | 100EA/CS | EA | 229 | \$0.48 | \$109.92 | \$0.44 | \$101.76 |
| 49 | REN05217 | MED LIX EXAM NON-STERILE PWD-FRE GLV | 1000/CS | CS | 12 | \$43.40 | \$520.80 | \$37.03 | \$444.36 |
| 50 | REN05218 | LG LIX EXAM NON-STERILE PWD-FRE GLV | 1000/CS | CS | 39 | \$43.40 | \$1,692.60 | \$37.03 | \$1,444.17 |
| 51 | REN05219 | LTX EXAM NON-STERILE PWD-FRE GLV XL | 1000/CS | CS | 24 | \$43.40 | \$1,041.60 | \$37.03 | \$888.72 |
| 52 | REN11005-CA | 24X24 10GL 8MC NAT H/D LINER CORL | 1000/CS | CS | 171 | \$11.73 | \$2,005.83 | \$13.71 | \$2,344.70 |
| 53 | REN13314-CA | 33X40 33GL 16MC NAT HI-D LINER FLT | 250/CS | CS | 170 | \$13.44 | \$2,284.80 | \$14.35 | \$2,438.90 |
| 54 | REN22526-CA | 30X36 25GL 74ML WHI LO-D LINER FLT | 250/CS | CS | 172 | \$10.64 | \$1,830.08 | \$10.72 | \$1,843.42 |
| 55 | REN26004-CA | 38X58 60GL 75ML WHI LO-D LINER FLT | 250/CS | CS | 164 | \$10.84 | \$1,777.76 | \$10.93 | \$1,792.38 |
| | | | | | | <u>\$431,199.97</u> | | | <u>\$461,837.82</u> |

| Item | MFG Item Number | DESCRIPTION | PACK SIZE | UOM | QTY | AmSan | | National | |
|------|-----------------|-------------------------------------|---------------|-----|-----|------------|----------|------------|----------|
| | | | | | | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
| 1 | BROTBMU | 17X20 TURKISH BAR MOP UNWASH | 1/DZ | DZ | 98 | 8.06 | 789.88 | 8.83 | 865.76 |
| 2 | CSM361202400 | 24IN STRAIGHT RUBBER FLOOR SQUEEGEE | 6EA/CS | CS | 2 | 79.60 | 159.20 | 79.35 | 158.70 |
| 3 | CSM36283R1800 | 18IN RUBBER SQUEEGEE REFILL | 6EA/CS | EA | 6 | 1.22 | 7.32 | 1.22 | 7.30 |
| 4 | GPT20204 | ACCLAM MELTIFOLD PAPER TOWELS | 16PK/CS | CS | 67 | 17.02 | 1,140.34 | 20.79 | 1,392.91 |
| 5 | GPT27385 | PREFERENCE PERFORATED 2-PLY RL TWT | 30EA/CS | CS | 10 | 19.15 | 191.50 | 19.04 | 190.44 |
| 6 | GPT29624 | BRAWNY IND DUSTING CLOTHQTR FOLD | 4PK/CS | CS | 12 | 51.06 | 612.72 | 50.78 | 609.41 |
| 7 | GPT58204 | SOFPUL REG CAP CENTERPULL TOWEL | 4EA/CS | CS | 16 | 12.45 | 199.20 | 12.38 | 198.06 |
| 8 | GSTAWM94M | RELENTLESS WET MOP MED | 12EA/CS | CS | 12 | 55.28 | 663.36 | 54.97 | 659.68 |
| 9 | KCC17713 | COTTONELLE TOILET TISSUE | 60RL/505/CS | CS | 5 | 31.91 | 159.55 | 31.74 | 158.70 |
| 10 | KCC21270 | BOUTIQUE FACIAL TISSUE 2 PLY CUBE | 36BX/95/CS | CS | 6 | 32.98 | 197.88 | 32.80 | 196.79 |
| 11 | KCC01040 | SCOTT HARD ROLL TOWEL | 12RL/800/CS | CS | 15 | 71.44 | 1,071.60 | 71.03 | 1,065.51 |
| 12 | PUMJAN-12 | PUMICE SCOURING STICK HVY-DUTY | 12/BX/6BX/CS | BX | 37 | 19.40 | 717.80 | 22.06 | 816.19 |
| 13 | RCP295673BI, | DESKSIDE RECYCLE 28.125QT CONT MED | 12EA/CS | EA | 574 | 3.62 | 2,077.88 | 3.60 | 2,064.79 |
| 14 | RCP614100K | WAXED BAG FOR SANITARY NAP RECP TL | 5/50BG/CS | CS | 12 | 16.37 | 196.44 | 16.28 | 195.39 |
| 15 | RCP041500BL | 18IN MICROFIBER PAD W/SCRUBBER BLUE | 6EA/CS | EA | 51 | 6.89 | 351.39 | 6.86 | 349.65 |
| 16 | REN02038 | RENOWN 20IN BLUE CLEANING PAD | 5EA/CS | CS | 11 | 11.30 | 124.30 | 16.77 | 184.46 |
| 17 | REN02613 | OUK-CHANGE 24X5 DUST MOP FRAME | 12EA/CS | EA | 9 | 1.82 | 16.38 | 3.39 | 30.47 |
| 18 | REN03943 | 8IN BLACK PLASTIC COUNTER BRUSH | 12EA/CS | EA | 37 | 1.45 | 53.65 | 4.18 | 154.63 |
| 19 | REN03944 | DUO SWEEP FLAGGED ANGLE BROOM | 12EA | EA | 18 | 3.90 | 70.20 | 7.76 | 139.59 |
| 20 | REN05135 | BLACK DUST PAN | 200/CS | EA | 25 | 31.59 | 789.75 | 1.26 | 31.48 |
| 21 | REN06148-WB | SELECT 2PLY TISSUE 500SHTS 80RI/CS | 80RL/CS | CS | 63 | 33.04 | 2,081.52 | 31.74 | 1,999.62 |
| 22 | SAZGVP9MDIC | MED VINYL POWDER-FREE GLOVE | 100BX/10BX/CS | BX | 8 | 2.98 | 23.84 | 2.33 | 18.62 |
| 23 | SPA9946 | 1GL REG PUMP 1 & 2 OZ DISPENSING | 12/EA | EA | 36 | 2.16 | 77.76 | 2.10 | 75.60 |
| 24 | UNGSRS500 | SAFETY HAND SCRAPER 1.5IN NBR9 | 50EA/CS | EA | 64 | 1.26 | 80.64 | 1.44 | 92.09 |
| 25 | YYYY103 | RETRACT RAZOR SCRAPER W/ 5 BLADES | 1/EA | EA | 80 | 1.65 | 132.00 | 1.75 | 140.00 |
| | | | | | | 11,986.10 | | 11,795.84 | |



Nebraska Resale or Exempt Sale Certificate

FORM
13

• Read instructions on reverse side/see note below

| NAME AND MAILING ADDRESS OF PURCHASER | | | NAME AND MAILING ADDRESS OF SELLER | | |
|---------------------------------------|-----------------------|----------|------------------------------------|---------------------|----------|
| Name | City of Lincoln | | Name | AmSan Nebraska Inc. | |
| Street or Other Mailing Address | 555 South 10th Street | | Street or Other Mailing Address | 6260 Abbott Dr. | |
| City | State | Zip Code | City | State | Zip Code |
| Lincoln | NE | 68508 | Omaha, | NE | 68110 |

Check Type of Certificate

Single Purchase Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One Purchase for Resale (Complete Section A) Exempt Purchase (Complete Section B) Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: Wholesaler Retailer Manufacturer Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

Was Item Depreciable?

YES NO

YES NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____:

(exempt entity)

Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign
here

Authorized Signature

Purchasing Agent

Title

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used to purchase materials used for WATER services.

Materials used for WATER services are taxable per Reg. 066.14A.

Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

FORM
13

• Read instructions on reverse side/see note below

| NAME AND MAILING ADDRESS OF PURCHASER | | | | NAME AND MAILING ADDRESS OF SELLER | | | |
|--|-------------|-------------------|--|--|-------------|-------------------|--|
| Name Lancaster County | | | | Name AmSan Nebraska Inc. | | | |
| Street or Other Mailing Address 555 South 10th Street | | | | Street or Other Mailing Address 6260 Abbott Dr. | | | |
| City Lincoln | State NE | Zip Code 68508 | | City Omaha, | State NE | Zip Code 68110 | |

Check Type of Certificate

Single Purchase

Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One Purchase for Resale (Complete Section A) Exempt Purchase (Complete Section B) Contractor (Complete Section C)

SECTION A — Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: Wholesaler Retailer Manufacturer Lessor
of Description of Product Sold, Leased, or Rented

and hold Nebraska Sales Tax Permit Number 01-

If None, State Reason

or Foreign State Sales Tax Number

State

SECTION B — Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

Was Item Depreciable?

YES NO

YES NO

SECTION C — For Contractors Only

1. Purchases of Building Materials or Fixtures:

As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____:

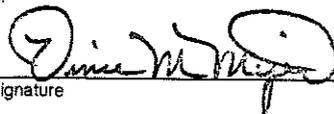
(exempt entity)

Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign
here

Authorized Signature



Purchasing Agent

Title

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used to purchase materials used for WATER services.
Material used for WATER services are taxable per Reg. 066.14A.



Nebraska Resale or Exempt Sale Certificate

FORM 13

for Sales Tax Exemption

• Read instructions on reverse side/see note below

| NAME AND MAILING ADDRESS OF PURCHASER | | | NAME AND MAILING ADDRESS OF SELLER | | |
|---|-------------|-------------------|--|-------------|-------------------|
| Name Lincoln-Lancaster County Public Building Commission | | | Name AmSan Nebraska Inc. | | |
| Street or Other Mailing Address 555 South 10th Street | | | Street or Other Mailing Address 6260 Abbott Dr. | | |
| City Lincoln | State NE | Zip Code 68508 | City Omaha, | State NE | Zip Code 68110 |

Check Type of Certificate

Single Purchase Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One Purchase for Resale (Complete Section A) Exempt Purchase (Complete Section B) Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: Wholesaler Retailer Manufacturer Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

| | | | |
|-----------------------------|------------------------------------|--|--|
| Description of Item(s) Sold | Date of Seller's Original Purchase | Was Tax Paid when Purchased by Seller? | Was Item Depreciable? |
| | | <input type="checkbox"/> YES <input type="checkbox"/> NO | <input type="checkbox"/> YES <input type="checkbox"/> NO |

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____:
(exempt entity)

Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign here

Authorized Signature

Purchasing Agent

Title

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used to purchase materials used for WATER services. Material used for WATER services are taxable per Reg. 066.14A.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/2009

| | | |
|--|--|---------------|
| PRODUCER MARSH USA INC. TWO LOGAN SQUARE PHILADELPHIA, PA 19103 Attn: PHILADELPHIA.CERTS@MARSH.COM/FAX: 212-948-0360 347408-ALL-ALL-08-09 AMSAN GAWX Y | THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| | INSURERS AFFORDING COVERAGE | NAIC # |
| INSURED INTERLINE BRANDS AMSAN, LLC 801 WEST BAY STREET JACKSONVILLE, FL 32204 | INSURER A: American International Specialty Lines Ins Co | 26883 |
| | INSURER B: Travelers Prop. Casualty Co. of America | 25674 |
| | INSURER C: Charter Oak Fire Insurance Co. | |
| | INSURER D: Liberty Mutual Fire Ins Co | 23035 |
| | INSURER E: Travelers Indemnity Co | 25658 |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR | INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|----------------|-------|---|--|------------------------------------|-------------------------------------|--|
| A | X | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 2067728 | 11/01/2008 | 11/01/2009 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES(Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B | X | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | TC2J-CAP-823K5806-TIL-08 | 11/01/2008 | 11/01/2009 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ |
| D | X | EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | TH2-631-509477-018 | 11/01/2008 | 11/01/2009 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| C | B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below | TC2O-UB-823K578-7-08 (AOS) TRJ-UB-823K579-9-08 (OR) | 11/01/2008 11/01/2008 | 11/01/2009 11/01/2009 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| E | F | OTHER *POLICY TERMS, EXCLUSIONS APPLY PROPERTY BOILER & MACHINERY | CONDITIONS AND KTJCMB5054B28808 BM 9307250-06 | 11/01/2008 11/01/2008 | 11/01/2009 11/01/2009 | *SUBJECT TO SUB-LIMITS AND DEDUCTIBLES *BLANKET LIMIT: 100,000,000 *B&M / PROP DAMAGE LIMIT:50,000,000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: PROPOSAL # 485554. VENDOR CONTRACT-CUSTODIAL SUPPLIES/HARDGOODS, IMPLEMENTATION DATE OF 11/1/2009
 THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA ARE INCLUDED AS ADDITIONAL INSURED ON THE ABOVE SHOWN COVERAGES, EXCEPT WORKERS COMPENSATION, WHERE REQUIRED BY WRITTEN CONTRACT

CERTIFICATE HOLDER CLE-002464573-01

CANCELLATION

| | |
|---|---|
| UNIVERSITY OF NEBRASKA-LINCOLN FACILITIES MANAGEMENT & PLANNING 1901 Y STREET LINCOLN, NE 68588-0605 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. <i>Mary Radaszewski</i> Mary Radaszewski |
|---|---|

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ADDITIONAL INFORMATION

CLE-002464573-01

DATE (MM/DD/YY)
10/21/2009**PRODUCER**

MARSH USA INC.
TWO LOGAN SQUARE
PHILADELPHIA, PA 19103
Attn: PHILADELPHIA.CERTS@MARSH.COM/FAX:
212-948-0360
347408-ALL-ALL-08-09 AMSAN GAWX Y

INSURERS AFFORDING COVERAGE**NAIC #****INSURED**

INTERLINE BRANDS
AMSAN, LLC
801 WEST BAY STREET
JACKSONVILLE, FL 32204

INSURER F: Zurich American Insurance Co

16535

INSURER G:

INSURER H:

INSURER I:

TEXT

Empty text area for additional information.

CERTIFICATE HOLDER

UNIVERSITY OF NEBRASKA-LINCOLN
FACILITIES MANAGEMENT & PLANNING
1901 Y STREET
LINCOLN, NE 68588-0605

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Mary Radaszewski

