

**UNIVERSITY OF NEBRASKA  
UNIT PRICE CONSTRUCTION & MAINTENANCE AGREEMENT  
RFP# 1691282684**

THIS AGREEMENT made this <> day of <> by and between the BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, a public body corporate of the State of Nebraska, hereinafter called the OWNER, and

**<<Legal\_Name>>  
<<Address>>  
<<City>>, <<State>> <<Zip>>**

hereinafter called the CONTRACTOR.

WITNESSETH:

WHEREAS, the Owner and the Contractor by this Agreement are setting forth the terms and conditions pursuant to which the Contractor may be engaged to complete one or more separate Unit Price Projects, hereinafter called the "Project," for the Owner as required by the Contract Documents, hereinafter described and listed, during the term of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Owner and Contractor agree as follows:

**ARTICLE 1 TERM OF AGREEMENT**

1.1 This Agreement will apply only to projects awarded by written purchase orders or addendum during the term of this Agreement for the below referenced trades. This Agreement is not a guarantee that the Contractor will be awarded Work.

<<Trades_Combined_For_Mail_Merge_Part_1>><<Trades_Combined_For_Mail_Merge_Part_2>>
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1.2 The term of this Agreement shall be for a period of two (2) years, beginning on January 1, 2024 and ending at midnight on December 31, 2025, subject to automatic extension for that time necessary for completion of those services on a project purchase order or addendum (as hereinafter provided) that have not been completed as of the last day of said term.

**ARTICLE 2 GENERAL PROVISIONS RELATING TO CONTRACTOR'S SERVICES**

2.1 During the term of this Agreement the parties may, by written purchase order or Project Addendum to this Agreement, describe individual Projects for which the construction or maintenance services of the Contractor are required. The Contractor shall provide construction or maintenance services to the Owner for each such Project in accordance with the terms and conditions of the purchase order, Project Addendum and the applicable terms and conditions of this Agreement. If the Project Addendum does not specify which terms and conditions of this Agreement will be applicable to a Project, then all terms and conditions of this Agreement shall apply.

2.2 The Contractor agrees to perform all of the construction or maintenance services in connection with a Project in a diligent manner in accordance with the highest standards of construction practice, and in accordance with the terms and conditions of the purchase order, Project Addendum and this Agreement.

2.3 The parties understand and agree that this Agreement and any Project Addendum are and shall be for the purpose of obtaining the construction/maintenance services of the Contractor. Accordingly, the Contractor shall not delegate to other contractors the duties required to be performed pursuant to any Project Addendum and this Agreement, except that with the written consent of the OWNER the Contractor shall have the right to engage other qualified

subcontractors in performing the construction/maintenance services required for a Project.

2.4 All time limits for performance of the Contractor's construction or maintenance services provided in a Project or this Agreement are of the essence.

2.5 This Agreement and any Project Addendum that may be executed by the parties may be amended only by written instrument duly signed by both the Owner and the Contractor.

### ARTICLE 3 THE CONTRACT DOCUMENTS

3.1 The Owner and Contractor agree that the Contract Documents for the Project incorporated into and made a part this Agreement shall consist of the following:

- .1 This Agreement
- .2 The Supplier Response for Trade Services dated «Submitted\_Supplier\_Response\_Date».
- .3 Certificate of Insurance, attached hereto as Appendix "A".
- .4 Terms and Conditions, attached hereto as Appendix "B".
- .5 2026-2027 RFP including the Conditions of the Contract (General, Supplementary and other Conditions), all Addenda issued prior to execution of this Agreement, and all Modifications issued after execution of this Agreement.
- .6 Said documents form the Contract between the parties, and all are as fully a part of this Agreement as if attached hereto or repeated herein. Capitalized terms used within this Agreement shall be given the same meaning as those terms that are used and defined in the conditions of the Contract.

### ARTICLE 4 CONTRACT SUM

4.1 The Owner and the Contractor agree that the total sum of the Cost of the Work for the Unit Price Proposal for each project are guaranteed by the Contractor to be a "**not to exceed**" amount as provided for herein, subject to additions and deductions by changes in the Work as provided in the Contract Documents.

### ARTICLE 5 PAYMENTS

#### 5.1 Progress Payments

5.1.1 Based upon Applications for Payment submitted to the Owner by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month.

5.1.3 The Owner shall make payment to the Contractor, of the undisputed amount, no later than forty-five (45) days after the Owner receives the Application for Payment.

5.1.4 Each Application for Payment shall be based on the schedule of values submitted by the Contractor **with the Application in accordance with the Contract Documents**. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment and shall include billings for all current costs and invoices received to date.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the "not-to-exceed" Contract Sum properly allocable as determined by current costs and invoices for Work completed for each portion of the Work, less retainage of three percent (3%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction with applicable invoice, less retainage of three percent (3%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, which the Owner has withheld, in addition to retention, pursuant to the Contract Documents.

5.1.7 The progress payment amount determined, above, shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, the total cost of the Work to date **with supporting documentation**, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

5.1.8 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## 5.2 Final Payment

5.2.1 Final payment, constituting the entire unpaid balance of the "not-to-exceed" Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 all deliverables have been received.

5.2.2 The Owner's final payment to the Contractor shall be made no later than forty-five (45) days after the receipt of the Contractor's final Pay Application and the **Contractor's fulfillment of all remaining requirements of the Contract Documents.**

## ARTICLE 6 TIME OF COMMENCEMENT AND COMPLETION

6.1 The Owner and the Contractor agree that the time of commencement and completion for each project will be as provided for in the purchase order or Project Addendum, subject to changes in the contract commencement or completion time as provided for in the Contract Documents.

**ARTICLE 7 IMMIGRATION VERIFICATION**

7.1 The Contractor, on behalf of itself and any subcontractor awarded projects under this Agreement by written purchase order or Addendum, agrees that it shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. 4-108 to 4-114 as amended.

**ARTICLE 8 PARTIES BOUND**

8.1 The terms and conditions of this Agreement and the Contract Documents shall be binding upon and inure to the benefit of the Owner and the Contractor and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

«Legal\_Name»

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**CERTIFIED COPY OF RESOLUTION**

BE IT RESOLVED, that the following named individuals, and each of them, are hereby authorized as employees of \_\_\_\_\_ to execute in its behalf all contracts, agreements and releases which they, in their discretion, approve, each such employee being separately and independently authorized to so act without the concurrence or joinder in such action by and of the other named employees *(please list all individuals with signature authority below):*

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BE IT FURTHER RESOLVED, that any such contract, agreement or release executed by any of the above-name employees in the name of \_\_\_\_\_ should be considered a contract, agreement, or release of \_\_\_\_\_ and shall be binding upon it.

BE IT FURTHER RESOLVED, that any similar authority heretofore granted by the Board of Directors of the Company to employees other than those named above be and hereby is terminated as of this date, and the authority granted above shall commence this date and shall continue until revoked by resolution of the Board of Directors.

I hereby certify that I am Secretary of \_\_\_\_\_, that as such I have access to the books and records of the Corporation; that the foregoing is an excerpt from the minutes of the Board of Directors' Meeting of \_\_\_\_\_ a \_\_\_\_\_(State) Corporation, held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a quorum being present; and that no action has been taken by the Board of Directors of said Corporation since said date that would have effect of changing or altering the authority granted therein.

\_\_\_\_\_  
Secretary of the Corporation

\_\_\_\_\_  
Date

Corporation

**CERTIFIED COPY OF RESOLUTION**

BE IT RESOLVED, that the following named individuals, and each of them, are hereby authorized as employees of \_\_\_\_\_ to execute in its behalf all contracts, agreements and releases which they, in their discretion, approve, each such employee being separately and independently authorized to so act without the concurrence or joinder in such action by and of the other named employees *(please list all individuals with signature authority below):*

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BE IT FURTHER RESOLVED, that any such contract, agreement or release executed by any of the above-name employees in the name of \_\_\_\_\_ should be considered a contract, agreement, or release of \_\_\_\_\_ and shall be binding upon it.

BE IT FURTHER RESOLVED, that any similar authority heretofore granted by the Members/Manager of the Company to employees other than those named above be and hereby is terminated as of this date, and the authority granted above shall commence this date and shall continue until revoked by resolution of the Members/Managers.

I hereby certify that I am Secretary of \_\_\_\_\_, that as such I have access to the books and records of the Company; that the foregoing is an excerpt from the minutes of the Members/Managers' Meeting of \_\_\_\_\_ a \_\_\_\_\_(State) Limited Liability Company, held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a quorum being present; and that no action has been taken by the Members/Managers of said Company since said date that would have effect of changing or altering the authority granted therein.

\_\_\_\_\_  
Managing Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
LLC / Partnership

**APPENDIX A**

Certificate of Insurance Attached

**APPENDIX B**  
Terms & Conditions

1. **General.** The Agreement may not be changed in any way except by an instrument in writing signed by both parties. The Contract Documents cancel and supersede 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 Documents shall not constitute a waiver of such rights or of any other rights under the Contract Documents.
2. **Termination for Cause.** Owner may terminate the Agreement at any time if Contractor fails to carry out its terms or fails to make substantial progress toward the fulfillment of those terms. In such an event, Owner shall provide Contractor with a thirty (30) day written notice of the terms in breach. If after such notice, Contractor fails to remedy the breach within those 30 days, Owner may immediately cancel the Agreement.
3. **Contract Assignment.** The Agreement shall not be transferred or assigned without prior written consent of Owner.
4. **Indemnity, General and Patent.** Contractor shall indemnify and save harmless Owner 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 Agreement, except for that liability and loss arising from the acts or omissions of Owner or its agents. With respect to anything provided to Owner by Contractor, Contractor shall indemnify Owner 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 Owner.
5. **Governing Law; Venue.** The laws of the State of Nebraska shall govern. Any dispute arising under the Agreement, which is not settled by agreement of the parties, shall be resolved in Lancaster County, Nebraska.
6. **Force Majeure.** Neither party 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 Owner 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 Agreement in its entirety, in which case neither party shall be liable to the other for any further performance in relation obligations arising after cancellation.
7. **Compliance with Laws and Regulations; Gramm Leach Bliley; University of Nebraska Policies.** This Agreement 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 Contractor, such as the Gramm Leach Bliley Act implemented at the University of Nebraska by Presidential Executive Memorandum No. 26 which requires specific contract provisions; and all other applicable policies of the University of Nebraska, including those stated within the University of Nebraska Travel Policy (located at <https://nebraska.edu/-/media/unca/docs/offices-and-policies/policies/policies/university-of-nebraska-travel-policy.pdf>). Contractor agrees to indemnify Owner against any loss, cost, liability, or damage by reason of Contractor's violation of any applicable law or regulation. Contractor must be qualified to conduct the business necessary to the performance of the Agreement in the State of Nebraska throughout the duration of the Agreement term or any renewal thereof. Contractor 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 Contractor's business.
8. **Discrimination including Sexual Harassment.** State and federal law, as well as University of Nebraska Bylaws, policies, and guidelines prohibit discrimination (as defined therein) including harassment and retaliation, against students, employees, and other members of Owner's community. Prohibited types of discrimination include discrimination on the basis of race, color, ethnicity, national origin, sex (including sexual harassment), pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, political affiliation, and any other protected status. Contractor shall exercise control over itself, its employees, agents, contractors, and affiliated parties to prohibit acts of discrimination, including sexual harassment, against Owner

students, employees, and other members of the Owner community. Contractor shall cooperate with Owner following any report of discrimination. In the event Owner determines that Contractor or an employee, agent, contractor, or other person affiliated with Contractor has engaged in discrimination, including harassment, or other inappropriate conduct, Contractor will take prompt and effective action, in accordance with Owner's direction, to prevent recurrence of the conduct and to correct its effects, which may include removal of Contractor or the employee, agent, contractor, or other person affiliated with Contractor from performing and/or satisfying any obligation imposed on the Contractor by this Agreement. Contractor's failure to comply with Owner's directive or any other part of this provision may be cause for immediate termination of this Agreement. Contractor acknowledges that Owner may have obligations to report any allegations or incidents of discrimination, including sexual harassment. Contractor and employees, agents, contractors, and other persons affiliated with Contractor who are directly performing and/or satisfying any obligation imposed on the Contractor by this Agreement or present on Owner premises shall participate in any training as may be required by Owner from time to time, including training regarding sexual harassment.

9. Drug Free Workplace. Contractor agrees that in the performance of this Agreement, neither Contractor 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 Agreement. Owner reserves the right to request a copy of Contractor's Drug Free Workplace Policy. Contractor further agrees to insert a provision similar to this statement in all subcontracts or services hereunder.

10. Weapons Policy. Possession of dangerous weapons (concealed or unconcealed) on Owner's property, on the work site, in the Owner's vehicles, or in personal vehicles when on the Owner's property shall be a violation of Owner's policy. (A dangerous weapon shall include guns, knives, explosives, or any other device as determined by Owner, 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 the Owner in its reasonable judgment, determine that Contractor, or its employee or agent, has committed an act in violation of this policy, the Contractor agrees as a term and condition of the Agreement, to cause such person and weapon, to be removed from the project site, and from the Owner's premises, and to take such other action as may be reasonably necessary, to ensure compliance with this weapons policy.

11. Public Records. Under Neb. Rev. Stat. §§ 84-712 to 84-712.09, information or records of or belonging to Owner regarding, related to, or part of this Agreement will be open to public inspection and copying unless exempted from disclosure in accordance with Owner's interpretation and application of applicable law. It shall be the sole responsibility of Contractor (a) to notify Owner of requested redactions to any such information or records that may otherwise be required to be open to public inspection and copying and (b) to indicate the legal basis for such requested redactions. In addition, Contractor shall defend any challenge to such requested redactions at its own expense. Contractor's failure to request redactions to any information or records released by Owner under this section shall constitute a complete waiver of any and all claims for damages caused by any such release.

12. Proprietary Information; Confidential Employee Information; HIPAA; FERPA. It is to be expected that the parties to the Agreement may find it necessary to reveal certain proprietary information to each other. The Agreement 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 Agreement 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 Agreement agree to maintain the confidentiality of such information to the extent and manner required by the law and Owner policy.

13. Sub-Contractors. Contractor shall not subcontract all or substantially all of any facet of the Work without the prior written approval of Owner. Contractor shall be fully responsible for the acts and omissions of its sub-Contractors and of the persons directly or indirectly employed by them. Every sub-Contractor shall be bound by the terms of the Contract Documents; provided however, that no contractual relationship shall exist between any sub-Contractor and Owner, unless it is evidenced in a separate contract independent of the Agreement with Contractor.

14. Unavailability of Funding. Due to possible future reductions in state and/or federal funds, Owner cannot guarantee the continued availability of funding of this Agreement notwithstanding the consideration contained within this Agreement. In the event funds to finance this Agreement become unavailable, either in full or in part, due to such reductions, Owner may terminate this Agreement or reduce the consideration upon notice in writing to Contractor. Said notice shall be delivered by certified mail (return receipt requested) or in person (with proof of delivery). Owner shall be the final authority as to the availability of funds. The effective date of such termination or reduction in consideration shall be the actual effective date of the elimination or reduction of funding. In the event of a reduction in consideration, Contractor may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to Owner. Contractor shall be entitled to receive just and equitable compensation for any satisfactory work

performed up to the effective date of the termination. In the event of unavailability of funding, Owner shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom.

15. Parking. Owner shall not be responsible for providing parking for Contractor's parking needs. Contractor and/or its employees and agents will be solely responsible for any fines resulting from parking violations occurring on Owner's property. To obtain information regarding parking and to obtain permits, it is recommended that Contractor and any temporary employees contact the Parking and Transit Services at:

UNL: 625 Stadium Drive, Suite A, Lincoln, Nebraska, Telephone (402) 472-1800  
UNO: 1313 S. 67th Street, Omaha, NE 68182, Telephone: 402.554.PARK (7275)  
UNK: 2501 19th Avenue, Kearney, NE 68849, Telephone (308) 865-8367

16. Building Rules and Regulations; Tobacco Use. Employees of Contractor and any sub-Contractors shall comply with all Owner rules and regulations pertaining to conduct in Owner's facilities. Owner reserves the right to request the removal or replacement of Contractor or sub-Contractor employee who fails to comply with such rules and regulations. All buildings, property and Owner owned vehicles are tobacco-free. Use of tobacco products is not permitted in or on any Owner facility/property. The Contractor is expected to respect this tobacco-free policy and fully comply with it.

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

18. Hazardous Waste Generated by Contractors. Any hazardous waste, which is generated from the performance of the Agreement, shall be properly disposed of by Contractor, in a timely fashion, and in accordance with applicable hazardous waste laws and regulations. The cost for hazardous waste management and disposal is Contractor's responsibility. Should Owner deem it prudent to dispose of any hazardous waste left on its property, as a result of Contractor's failure to meet its responsibilities, all costs associated with such disposal shall be deducted from any amount yet to be paid to the Contractor and/or billed to the Contractor. Owner's Environmental Health Services is to be notified of all hazardous waste issues. Any non-hazardous waste generated in the performance of this Agreement must be disposed of off campus by Contractor.

19. Delivery; F.O.B.; Shipping. Contractor 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 Agreement. Contractor 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. Unless otherwise specified, all shipments will utilize the best commercial practice to insure safe arrival at the Owner's delivery point.

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

21. Inspection. Owner may, at any time in the course of the Agreement, inspect and test materials and supplies being used in the performance of the Agreement, 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 Agreement shall be subject to final inspection and acceptance by Owner at the delivery destination.

22. Defective Goods or Work. Owner, 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 Agreement. All supplies furnished under the Agreement shall be subject to inspection at F.O.B. destination, and Contractor 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. Owner may, in addition to any rights it may have by law, prepare for shipment and ship the defective goods, equipment, and supplies to Contractor, require Contractor to remove them, or direct a correction in place. The expense of any such remedy shall be borne by Contractor, including any excess cost.

23. Liens. Contractor warrants that it has title to any goods delivered under the Agreement and shall deliver same free of all liens, claims, and encumbrances.

24. Federal, State and Local Sales Taxes; Federal Excise Taxes. Purchases made by the Owner are exempt from the payment of State Sales and Use Taxes and Federal Excise Taxes. Certification of these exemptions will be provided to Contractor following the execution of the contract documents.

25. Ambiguities. Should Contractor perceive an ambiguity in the Contract Documents, Contractor shall request an interpretation from Owner before proceeding. If Contractor fails to make such a request, failure to perform with respect to the alleged ambiguity shall not be excused.

26. Recycling Policy. When purchasing products, materials, or supplies for use, Owner, 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 Owner 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.

27. Contractor Identification. Contractor shall cause each of its employees or any person acting on behalf of the Contractor, while providing goods/services to Owner under this Agreement and working on Owner's 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 Owner representative, in order to confirm that the Contractor's representative is authorized to be present on Owner's 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 Owner, 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 Owner may quickly and clearly identify Contractor's service representatives when necessary. A uniform, however, does not take the place of a photo identification badge.

28. Legal Relationship. Contractor shall under no circumstances be considered as an agent or employee of Owner and shall have no right or authority to, in any manner, obligate Owner to any person or company except as authorized in writing by Owner.

29. Use of Owner Names and Logos. Contractor shall not use or display any Owner name, logo, trademark, service mark (individually a "Mark" and collectively the "Marks") and/or other indicia designated by Owner as a source identifier, unless expressly authorized in writing by Owner. Any unauthorized use of Marks is expressly prohibited. Contractor shall not use Owner's name in any manner that acts as an endorsement or is an appearance of any endorsement in any promotion, advertisement, solicitation, or other communication, especially as it relates to Contractor's business.

30. Improper Business Relationships and Conflict of Interest Prohibited. In connection with this Agreement, Contractor shall ensure that no improper, unethical, or illegal relationships, or conflict of interest exists between or among Contractor, the Owner and any staff and faculty, and any other party to this Agreement. Owner reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not cancellation of award shall result. Such cancellation shall be at no fault or liability whatsoever to Owner.

31. Electronic and Information Technology Accessibility. All electronic and information technology procurements, agreements, and contracts shall comply with Americans with Disabilities, Section 508 or the Rehabilitation Act of 1998 as amended and the Nebraska Accessibility Policy to be found at: <http://www.nitc.state.ne.us/standards/> in chapter 2.

32. Work Status Verification. Contractor, on behalf of itself and any sub-Contractor to the Agreement, agrees that it shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. 4-108 to 4-114 as amended.

33. Contractor's Certificate of Insurance. Contractor will be required to furnish a certificate of insurance with 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 is listed as an additional insured" be added to the face of the certificate for all coverage with the exception of Automobile Liability, Worker's Compensation and Professional Liability Insurance. 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 Contractor's General Liability. Policies may not contain a "care, custody, or control" exclusion.

34. Debarment. Contractor certifies and warrants that it has not been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation 48 CFR Ch.1 Subpart 9.4. Contractor also certifies that Contractor, its partners, directors, officers, employees, licensees, subcontractors, or agents have not been excluded or debarred or otherwise become ineligible to participate in federal health care programs pursuant to 42 USC § 1320a-7. The certification and warranty set forth in this section shall be an ongoing certification and warranty during the Term, and Contractor shall immediately notify Owner of any change in the status of the certification and warranty set forth in this section. If Contractor becomes excluded from federal health care program participation or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors, this Agreement may be terminated immediately, for cause, by Owner. If any partners, directors, officers, employees, licensees, subcontractors, personnel, or agents of Contractor become excluded from federal health care program participation, such individual shall be removed from participating in this Agreement immediately. Failure by Contractor to remove such excluded individual immediately shall provide Owner the right to terminate this Agreement immediately for cause.

35. Taxpayer Transparency Act. Under Neb. Rev. Stat. §§ 84-602.01 to 84-602.04, Owner is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at <https://statecontracts.nebraska.gov/>. It shall be the sole responsibility of Contractor (a) to notify Owner of any requested redactions to this Agreement, any amendment to this Agreement, and any document incorporated by reference into this Agreement and (b) to indicate the legal basis for such requested redactions at the time of execution thereof. In addition, Contractor shall defend any challenge to such redactions at its own expense. Contractor's failure to request redactions to any contracts or documents released by Owner under this section shall constitute a complete waiver of any and all claims for damages caused by any such release..

36. Federal Funding Compliance. If this Agreement involves federal funds, (a) Contractor's compliance in all respects with all applicable federal anti-discrimination laws is material to Contractor's performance under this Agreement; (b) Contractor certifies that it does not operate any programs promoting diversity, equity, and inclusion that violate such laws; and (c) Contractor's failure to comply with such laws shall be considered a material breach of this Agreement.

If this Agreement is for \$15,000 or more and involves federal funds, then Contractor shall comply with 41 CFR §§ 60-300.5(a) and 60-741.5(a), which are incorporated herein by this reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and require action to employ and advance in employment individuals without regard to disability or veteran status.

If Contractor has fifty (50) or more employees and this Agreement involves payment of \$50,000 or more in federal funds to Contractor, then Contractor shall develop or maintain a program as described in 41 CFR 60-741, subpart C. If Contractor has fifty (50) or more employees and this Agreement involves payment of \$150,000 or more in federal funds to Contractor, then Contractor shall develop or maintain a program as described in 41 CFR 60-300, subpart C. To the extent any of the provisions of Appendix II to 2 CFR Part 200 apply to this Agreement, such provisions are incorporated herein by this reference and apply to Contractor as a "contractor," "recipient," or "subrecipient."