LINCOLN UNIVERSITY
PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL (RFP)

REQ NO.: n/a
BUYER: Debra Kidwell
PHONE NO.: (573) 681-5415
E-MAIL: kidwelld@lincolnu.edu

RFP NO.: B13-0924
TITLE: VENDED BEVERAGE SERVICE
ISSUE DATE: FEBRUARY 4, 2013

RETURN PROPOSAL NO LATER THAN: FEBRUARY 26, 2013 AT 2 P.M. CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Lincoln University Purchasing Department (1002 Chestnut St, Room 101) by the return date and time.

RETURN PROPOSAL TO: (courier service)
LINCOLN UNIVERSITY
1002 CHESTNUT ST
SHIPPING & RECEIVING BLDG
JEFFERSON CITY MO 65101

CONTRACT PERIOD: DATE OF AWARD THROUGH NOVEMBER 30, 2017.

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 04/23/2010). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from Lincoln University or when this RFP is countersigned by an authorized official of Lincoln University, a binding contract shall exist between the offeror and Lincoln University.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE
DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID #
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE
VENDOR NO. (IF KNOWN)	TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ☐ FEIN or ☐ SSN
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ☐ Corporation ☐ Individual ☐ State/Local Government ☐ Partnership ☐ Sole Proprietor ☐ Other		
CONTACT PERSON		E-MAIL ADDRESS
PHONE NUM BER.		FAX NUMBER

NOTICE OF AWARD (LINCOLN UNIVERSITY ONLY)

ACCEPTED BY LINCOLN UNIVERSITY AS FOLLOWS:		
CONTRACT NO.	CONTRACT PERIOD	
BUYER	DATE	PURCHASING DIRECTOR

PART I

INTRODUCTION

1. **Introduction**: It is the intent of Lincoln University to enter in to a contract or contracts with a proposer and/or multiple proposer(s) to provide vended beverage service for the University. The University reserves the right, at its sole option, to award the proposal to a single proposer(s) on an all or none basis or multiple proposer(s) whichever is in the best interest of the University.

2. **Scope of Work**: Lincoln University, herein referred to as the University, invites you to join in creating a unique relationship with the University. This relationship includes vending rights for the winning proposer(s) pursuant to the terms of the contract. The University's general goal is to improve beverage service and increase net revenues by maximizing the availability of product and offering marketing and sales opportunities that will be advantageous to both the University and to the proposer(s). The University invites the proposer(s) to become an integral part of the University's community by being visible on campus and by actively participating in campus events. Current and future license agreements are to be excluded from beverage contract.

3. **Background Information**: The University is an 1890 land grant, comprehensive institution that is part of the Missouri state system of higher education. Founded in 1866 through the cooperative efforts of the enlisted men and officers of the 62nd and 65th Colored Infantries, the institution was designed to meet the educational and social needs of freed African- Americans. While remaining committed to this purpose, the University has expanded its historical mission to embrace the needs of a significantly broader population reflecting varied social, economic, educational and cultural backgrounds. This is the unique purpose that the University fulfills in higher education.

4. **Mission Statement**: Lincoln University of Missouri is a historically black, 1890 land-grant, public, comprehensive institution that provides excellent educational opportunities including theoretical and applied learning experiences to a diverse population within a nurturing, student-centered environment.

5. The University does not intend to hold a pre-proposal conference. Proposer(s) are requested to submit questions and/or clarification by email to kidwelld@lincolnu.edu. **All inquiries should reach the Purchasing Department on or before February 14, 2013 by 3:00 p.m.**

6. **Tour of Facilities**: The University is an open campus and proposer(s) are encouraged to visit the facilities to acquaint themselves with the University's current operations. While prospective proposer(s) are encouraged to visit the facilities, the University does not make this a pre-qualification requirement for responding to the Request for Proposal. However, proposer(s) are advised that the University will not provide those who fail to visit the campus with alternate opportunities to obtain information about the University's current vending operations.

7. **Definitions**: In addition to the terminology/definitions in the attached TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL, in this proposal the following terms, whether used in the singular or plural shall have the following meanings:

    a. **Athletic Department** means the NCAA Division II program at the University. The athletic Department reserves the right to select the appropriate non-carbonated beverages for their program.
    b. **Carbonated Beverages** means all non-alcoholic flavored carbonated beverages commercially prepared and sold in bottles or cans.
    c. **Debit Card Reader** means Vending Transaction Devices.
    d. **Fiscal Year** means a consecutive twelve (12) month period commencing on July 1 and ending on June 30.
    e. **Non-Carbonated Beverages** means all non-alcoholic flavored teas, waters, isotonic beverages, and fruit drinks.
    f. **Proposer** means the entity submitting a proposal in accordance with the requirements specified herein.
    g. **Purchasing** means the Purchasing Department of the University.
    h. **Soft Drink Beverages** mean all carbonated and non-carbonated beverages.
    i. **Collaborative Opportunities** are the effective, dynamic and supportive collaboration that will enhance campus life, promote sales and market the vendor's product.
    j. **University** means the Board of Curators.

PART II

DETAILED SCOPE OF WORK

1. **General Requirements**:
    a. The proposer(s) shall provide soft drink vending machines at various locations on the University campus in accordance with the terms, conditions and provisions stated herein. Machine fronts shall be personalized with the Lincoln University logo in accordance with University requirements.
    b. The proposer(s) shall pay the University a percentage of the gross receipts from the operation of said machines.
    c. The University does not guarantee the quantity of vending machines required; however, the anticipated number, types and capacities are as stated on Attachment #2.
    d. The proposer(s) shall, within five (5) days of the award of the contract, submit written identification and notification to the University's Director of Auxiliary Services of the name, title, address and telephone number of one (1) individual within its organization designated as a duly authorized representative to whom all correspondence, official notices and requests related to the proposer(s)' performance under the contract shall be addressed. The proposer(s) shall have the right to change or substitute the individual described above as deemed necessary provided that the University's Director of Auxiliary Services is notified immediately.
    e. **Product categories and selections**:
        i. Product categories and selections shall include carbonated and non-carbonated beverages. For carbonated beverages, the University requires that the proposer(s) be able to furnish a minimum of six (6) flavors including Cola, Diet Cola, and other soft drinks not limited to, Root Beer, Orange, Lemon Lime, Diet Lemon Lime, and Diet Caffeine-Free Cola. For non-carbonated beverages, proposer(s) must be able to furnish sports drinks and teas.
        ii. The selection of brand name items to be sold is subject to prior approval of the University's Director of Auxiliary Services. Any changes in brand names must be approved by the University's Director of Auxiliary Services at least thirty (30) days before going into effect.
        iii. The University reserves the right to provide bottled water for sale on campus under a Lincoln University brand or logo. At this time, no such program exists.
    f. The prices at which the proposer(s) shall offer such items for sale shall be fair and competitive with the prices which similar items are sold in the vicinity of the University. Any changes in the price must be requested in writing and approved by the University's Director of Auxiliary Services at least thirty (30) days before going into effect.

2. **Vending Machine Requirements:**
    a. The University requires the proposer(s) to provide new vending equipment with debit card reader equipment capability. **Vendors that fail to address or refuse to respond to this requirement are automatically disqualified**. The University maintains a cash machine in the Student Center as a convenience for customers.
    b. New equipment shall be Energy Star-rated and in compliance with the University's energy conservation plan. As new machines are developed, proven and become available, they shall be put in service to assure that all machines are constantly updated. **Vendors that fail to address or refuse to respond to this are automatically disqualified**.
    c. SUBSTITUTIONS:
        i. The product and equipment described in the RFP documents establish a standard of required function, dimension, appearance and quality which shall be equaled or exceeded by any proposed substitution approved by the University's Director of Auxiliary Services.
        ii. If the University approves any proposed substitutions prior to receipt of the proposals, such approval will be set forth in an addendum. Vendors shall not rely upon approvals made by any other manner.
        iii. No substitutions will be considered after the contract award unless specifically addressed and approved in the contract documents.
    d. Vendor(s) may provide institute-related scenes, logos or graphics with smaller product identification graphics allowed on the side of the machines as approved by the University.
    e. At the request of the University's Director of Auxiliary Services, and within fourteen (14) days of notification, the proposer(s) shall install vending machines on a short-term basis for special events (such as conferences) at mutually agreed terms.

3. **Vending Machine Maintenance**:
    a. The proposer(s) shall furnish, install, maintain, operate and properly service top quality soft drink vending machines at its own cost and expense, and shall ensure good working order, cleanliness and absence of insects and pests. The proposer(s) shall maintain the equipment throughout the life of this contract in conditions satisfactory to the University and in compliance with applicable local, state and federal codes.
    b. Failure to keep machines in good repair or meet the minimum health requirements will, at the election of the University's Director of Auxiliary Services, result in the University having the machines removed or terminating the contract.
    c. Proposer(s) shall establish and implement a system of keeping vending machines stocked with adequate merchandise with due consideration to rotation and shelf life. Proposer(s) shall provide details of this system in their proposal and must guarantee machines will not be out of stock more than twenty-four (24) hours. All machines shall be stocked and in operation twenty-four (24) hours per day.
    d. The proposer(s) shall provide twenty-four (24) hours per day, seven (7) days per week on-call service and repairs as needed. The contactor shall respond to service and repair calls within one (1) hour of the call on Mondays through Friday, 7:00

a.m. through 7:00 p.m. and within four (4) hours of the call at nights and on weekends. The University shall assume no responsibility for any damage to the vending machines. Service and maintenance of equipment to be the sole responsibility of the vendor and will be performed during normal business hours or at the mutual convenience of concerned parties.

e. Title to all equipment furnished and installed by the proposer(s) shall remain with the proposer(s). None of the equipment shall become a part of the building in which it is installed.

4. **Delivery and Installation**:
   a. Vendor will be responsible for any property damage whether incurred during installation of new equipment or removal of equipment during transition phase at end of current contract and commencement of new contract.
   b. Vendor will be required to coordinate the installation of equipment with the removal of equipment by the current vendor to assure a minimum period of time without service and that all vending equipment and beverages are in place no later than two weeks from date of award of contract. Expired contractor is responsible to remove all old equipment within three (3) days after the transition timeline. Any equipment not removed by the existing vendor will be removed by the University at the contractor's expense.
   c. At end of new contract, awarded vendor will be responsible to remove all old equipment within three (3) days after the transition timeline. Any equipment not removed by the existing vendor will be removed by the University at the contractor's expense.
   d. The proposer(s) shall be allowed fourteen (14) days from the notice or award of contract to make full delivery and installation of all machines. The University or its authorized representative shall determine the actual number and location of vending machines. If the contract is awarded to multiple proposer(s) the proposer(s) will be given an equitable share of space for their vending machines.
   e. The proposer(s) shall adhere to the highest standards of cleanliness and sanitary practices of proposer(s) owned equipment, including route employees' appearance, service, transport and storage of soft drinks.
   f. The proposer(s) shall remove any refuse caused by the stocking and maintenance of the machines. In the event the proposer(s) fails to remove refuse, the proposer(s) agrees to pay the University all costs, charges, and expense for such removal.
   g. In the event equipment needs to be removed from campus, the Director of Auxiliary Services shall be notified 24 hours prior to the removal of the machine and written notification provided to same within.

5. **Parking**: The proposer(s) must comply with the University's policy on service vehicles, traffic and parking regulations. Proposer(s) hang tags will be available at the beginning of the contract from the Lincoln University Police Department (LUPD), for a $75 annual fee. Hang tags expire in August of each year, and proposer(s) must contact the LUPD for new tags, at (573) 681-5555.

6. **Athletic Department**:

a. The proposer(s) must provide complimentary beverages for the University's Athletic Department for all games. The following is the estimated product supplied by the vendor for athletic contests at no cost to the institution. These beverages are supplied to both home and visiting athletes to replenish lost fluids during athletic contests. We also take product on the road when traveling.

Sport	Sport Electrolyte Beverage **(12 oz cans or 20 oz bottles; 24 unit/case)**	Bottled Water **(12 oz cans or 20 oz bottles; 24 unit/case)**
Football	66 cases per year	33 cases per year
Basketball	60 cases per year	10 cases per year
Baseball	30 cases per year	10 cases per year
Softball	30 cases per year	10 cases per year
Track & Field	60 cases per year	20 cases per year
Golf	30 cases per year	10 cases per year
Tennis	10 cases per year	5 cases per year
Total	286 cases per year	98 cases per year

b. The following is a list of coolers used by the Athletic Training staff for sideline water. These coolers are used as advertising vessels for the vendor, which include the sports drink advertising. These items are replaced by the vendor when necessary at no cost to the University.
   - 16- 10 gallon coolers
   - 4- 5 gallon coolers
   - 2 -3 gallon coolers
   - 4- 48 quart Ice chests
   - 2- Double Cooler Sideline Carts
   - 12- Plastic bottle racks (each holding 6-32 oz bottles)
   - 4- cases of 32 oz water bottles (50/case); these are delivered on a yearly basis

c. In the event awards are made to multiple proposer(s), the above quantities shall be split equitably amongst the contractors as determined by the University. All proposer(s) will be expected to contribute.

d. The proposer(s) shall not release any of the above products without a written authorization by email from The Director of Auxiliary Services. The proposer(s) must mail the signed invoice/delivery receipt to:

   Lincoln University
   c/o Ms. Sylvia Wilson, Director of Auxiliary Services
   819 Chestnut Street, Scruggs University Center, Suite 210A
   Jefferson City, MO 65101

e. **Athletic Concession Stands**: Successful proposer(s) are expected to provide equipment for the concession stands in athletic facilities including the softball field, Jason Gym and Reed Stadium. Reed Stadium has two concession stands and Jason Gym has one concession stand. If the contract is awarded on an exclusive basis, the successful proposer(s) would be expected to provide the following equipment for the concession stands:
   i. Jason Gym:
      1. One (1) large double door cooler
      2. One (1) small double door cooler
      3. One(1) single door cooler
      4. One (1) chest freezer
   ii. Dwight T. Reed Stadium:
      1. Press Box
         a. One (1) Single door cooler
      2. Officials Locker Room
         a. One (1) Single door cooler
      3. North Concession Stand
         a. Two (2) large double door coolers
         b. Two (2) large single door coolers
         c. One (1) Large Triple door cooler
         d. One (1) chest freezer
      4. South Concession Stand
         a. Two (2) large triple door coolers
         b. One (1) large double door cooler
         c. One (1) chest freezer
   iii. Softball Field: (newly constructed Fall 2012 - will need new equipment installed)
      1. Two (2) single door coolers

f. The final piece should be concession stand product at an affordable purchasing price so maximum amount of revenue can be made. If the contract is awarded to multiple proposer(s), the proposer(s) will be expected to provide an equitable share of the needed equipment.

7. **Commission and Reporting**: Commissions shall be paid based on gross sales. The proposer(s) shall pay the sales tax. All sales reports, commission reports and payments shall be sent to:

   Lincoln University
   c/o Ms. Sylvia Wilson, Director of Auxiliary Services
   819 Chestnut Street, Scruggs University Center, Suite 210C
   Jefferson City, MO 65101

8. **Annual Case Sales of Carbonated and Non-Carbonated**: The University is transitioning from 20 oz. carbonated bottled beverages to 12 oz. carbonated canned beverages. Additionally, 12 oz, non-carbonated canned beverages are preferred to replace 20 oz,

non-carbonated bottled beverages. Due to the transition from 20 oz to 12 oz beverages, the vendor shall present a spreadsheet comparing or demonstrating the equivalencies.

Average yearly usage follows:
Total Cases Sold – 1,736, 20oz. bottles; 24 units/case

9. **Reports**: The University shall require the proposer(s) to provide vending sales and commission reports that provide the following information. These reports shall be provided on a monthly basis at the same time commission checks are issued. Prior to the start of the contract, the University and proposer(s) shall mutually agree on the report(s) format and content to satisfy these requirements.

    1. Product code for the following individual categories:
        a. Carbonated Beverages—12 oz cans
        b. Non-Carbonated Beverages—12 oz cans
    2. Building location of machines
    3. Machine number
    4. Selling price of product
    5. Date machine installed (separate report)
    6. Date machine removed from service (separate report)
    7. Designation of new or used machines at time of installation (separate report)
    8. Gross and net sales and sales tax for each machine by location each period
    9. Year-to-date gross and net sales and sales tax for each machine by location each period
    10. Total commission for each machine by location each period
    11. Year-to-date commission for each machine by location each period
    12. Refund and test for each item category
    13. Required beginning and ending meter readings
    14. Equipment added to or removed from campus during the reporting period

10. **Lincoln University Responsibilities**:
    a. The University shall provide electrical outlets for all machines; however, the University shall incur no liability whatsoever for interruption of electrical services.
    b. In the event the University undertakes building repairs or renovations at or near vending machine locations, such repairs shall be made with as little disruption as possible of the vending business.

11. **Refunds**: All refunds will be paid out from the Director of Auxiliary Services' Office. The money for refunds will be reconciled with the proposer(s) on collection day.

12. **Collaborative Opportunities**: It is the University's desire to create an effective, dynamic and supportive collaboration that will enhance campus life, promote sales and marketing of vendor's product and distinguish itself with high value and satisfaction in order to be viewed as successful by all parties. The concept of collaboration as cooperative and willing to try new ideas is key. The University has developed overall target areas that it judges to

be of value in an exclusive collaborative agreement. Vendor should identify and describe any opportunities proposed (refer to Attachment #1).

13. **Exclusivity**: The University is willing to consider offering exclusive access, but would expect proposer(s) to offer consideration in return for exclusivity. The University is prepared to explore and pursue creative and mutually beneficial ventures or events with proposer(s). Any other concessions that the proposer(s) considers valuable to the University and that might be a factor considered in making a contract award should be delivered in the proposal.

14. **Marketing and Promotional Support:** Lincoln University anticipates a beverage program agreement which grants to the vendor specific and exclusive rights to sell, promote, and advertise their products on the campus. Vendor should explain in detail the commitment to effectively market and promote beverage sales through campus venues. The University, as a NCAA Division II-MIAA Conference school, will provide numerous marketing and promotional opportunities, including but not limited to bill boards, scoreboards, radio sponsorships, campus signage, and public events, etc. Due to the length of the contract and the scope of Lincoln University, significant promotional benefits will accrue to the vendor. In recognition of these benefits the vendor should demonstrate its ability to participate in Lincoln University initiatives, special promotions, sponsorship of events, products, promotional items, etc. The vendor is to state in its proposal all expectations and commitments as well as consideration to be paid for the exclusive rights portion of the agreement. Provide a marketing plan for promoting vending. Describe your philosophy as it relates to customer service and provide methods for managing customer service. How will business opportunities for local, small, socially- and economically-disadvantaged, and women-owned businesses be provided for vending operations?

15. **Oral Presentation:** At the option of Lincoln University, Vendors may be required to make oral presentations for clarification purposes. In conducting these discussions, there shall be no disclosure of any information obtained from any competing Vendor. These presentations may be scheduled and held after receipt and evaluation of the proposals to provide an opportunity for the Vendor to supplement and/or clarify the proposal for evaluation. Should a Vendor refuse to honor the request for oral presentation, it may result in disqualification.

16. **Service:** Lincoln University is committed to exemplary service. The integrity of collaboration is reliant upon open channels of communication and a commitment to resolve differences to the mutual agreement of both parties. The University recognized the need for regular interaction and has designated the Director of Auxiliary Services as its point of contact. Vendor should describe the service and quality control procedures expected to administer the specifications associated with the exclusive rights for marketing, promotional and partnership opportunities.

PART IV
SPECIAL INSTRUCTIONS TO PROPOSER(S)

1. **Proposer(s) Contacts**: All questions regarding technical specifications, proposal process, etc., must be directed to Debra Kidwell, Director of Purchasing at (573/681-5415) or by email at kidwelld@lincolnu.edu. Proposer(s) must not contact other employees of the University concerning this procurement while the proposal and evaluation are in process. Failure to abide by this requirement may result in disqualification of the proposer(s).

2. **Clarification of Requirements**: It is the intent and purpose of the University that this request permits competitive bidding. It shall be the proposer(s) responsibility to advise the University, at the address noted on page one of the Request for Proposal (RFP}, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification shall be submitted in writing and received by the University Purchasing Department not later than ten (10) days prior to the proposal closing date. A review of such notifications will be made.

3. **Submission of Proposals**:
    a. Proposals are to be priced, signed and returned (with all necessary attachments) to the University by the date and time stated on page one.
    b. The proposer(s) must respond to this RFP by submitting all data required herein in order for his/her response to be evaluated and considered for award.
    c. Proposals must be priced, signed and sealed, and received in the University's Purchasing Office by the closing date and time specified. Any proposal received by the Purchasing Office after the exact closing date and time specified will not be opened and will not be evaluated regardless of the reason(s) or mitigating circumstances related to its lateness or degree of lateness. A facsimile transmission is NOT an acceptable response to this RFP.
    d. **Copies of Proposals**: The proposer(s) is requested to submit an original signature proposal and five (5) complete copies of the original signature proposal, for a total of six (6) complete copies. In addition, an electronic copy of the proposal should be provided as a courtesy.

4. **Open Records Law**: The proposer(s) is hereby advised that, upon completion of the evaluation process, all proposals and associated documentation will be made public pursuant to the "Public Records" law of the State of Missouri (RSMo 610.021). Please do not include statements of confidentiality or proprietary information in your proposal. All proposals are required to become a matter of public record according to state law.

5. **Official Position**: The proposer(s) is advised that the official position of the University is that position which is stated in writing and issued by the Purchasing Department as a Request for Proposal and any amendments thereto. No other means of

communication, whether oral or written, shall be construed as a formal or official response of statement.

a. The University reserves the right to officially modify or cancel a RFP after issuance. Such a modification shall be identified as an amendment.
b. In the event that only one proposal is received in response to this RFP, the University reserves the right to negotiate the terms and conditions, including price, as proposed in the sole proposer(s)' proposal. In addition, as part of such negotiations, the University reserves the right to require supporting cost, pricing and other data from the sole proposer(s) in order to determine the reasonableness and acceptability of the proposal.
c. The University reserves the right to accept or reject any and all proposals without any statement or reason thereof. Final acceptance shall be subject to the parties entering into a written agreement including the terms thereof.

6. **Modification or Withdrawal of Proposals**:
    a. A proposal may not be modified, withdrawn, or canceled by the vendor for ninety (90) calendar days following the time and date designated for the receipt of the proposal.
    b. Prior to the time and date designated for receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the Purchasing Director at the proposal submittal location prior to the time designated for receipt of proposals.
    c. Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals provided that they are then fully in conformance with these Instructions to Vendors.

7. **Rejection of Proposals:** The University retains the right to reject any or all proposals, and to reject any proposal not accompanied by data or information required by the proposal documents, or reject a proposal which is in any way incomplete or irregular. The University may waive any or all informalities or irregularities, may reject any proposal not in compliance with all prescribed public purchasing procedures, and may reject, for cause, any or all proposals upon a finding of the University that it is in the public interest to do so.

8. **Evaluation Process**:
    a. Any apparent clerical error may be corrected by the proposer(s) before the contract award. Upon discovering an apparent clerical error, the University shall contact the proposer(s) and request written clarification of the intended proposal. The correction shall be made in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
    b. Any pricing information submitted by an offeror must be disclosed on the pricing page(s) as designated in this RFP. Any pricing information which appears elsewhere in the proposal shall not be considered by the University.
    c. **Awards shall only be made to the proposer(s) whose proposal complies with all mandatory specifications and requirements of the RFP.** The University

reserves the right to evaluate all offers; and, based upon that evaluation to limit the number of contract awards or reject all offers.

d. **Bid Deposit**: A certified check, bank draft or bid bond, executed by the bidder and approved Surety Company, in the amount of ten thousand dollars ($10,000) shall be submitted with each proposal. The security is to be payable to Lincoln University. The bid bond submitted by unsuccessful offerors will be returned immediately upon completion of the contract with the successful offeror.

e. The security shall become the property of the University if for any reason the Offeror:
    i. Withdraws a proposal after the opening of the proposals and prior to the time a formal written agreement evidenced by the Contract has been signed and delivered to Lincoln University whether or not the bidder at the time of such withdrawal has been designated as the successful offeror; or,
    ii. Upon written notification of the award of Contract, offeror fails to properly sign and deliver to the University the written Agreement, formally evidencing the Contract within ten (10) days after receiving such written Agreement.

The bidder guarantees the amount of the bid deposit set down hereinbefore to be firm for ninety (90) calendar days.

9. **Evaluation and award of contract**:
    a. The contract shall be awarded to the proposal or proposals deemed to provide the best value to the University, using the evaluation criteria stated below. A contract award resulting from this request shall be made following the evaluation of all proposals which are responsive to the terms, conditions, and specifications of the RFP. After determining that the proposal satisfies the mandatory requirements stated in the RFP, the comparative assessment of the relative benefits and deficiencies of this proposal in relationship to the published evaluation criteria shall be made by using subjective judgment. However, cost and rebate shall be evaluated objectively.
    b. EVALUATION CRITERIA: The following evaluation factors will be used in determining the best qualified:
        i. Financial benefit to Lincoln University
        ii. Quality and diversity of product
        iii. Service units, equipment features, installation and implementation plan: Proposed equipment, the ability for expansion or upgrading and required maintenance and support. Enclose two (2) copies of manufacturer cut sheets of the vending machines and digital photos of machine types that are available.
        iv. Supplies, supply sources and order process. Ease of ordering and response time.
        v. Advertising, marketing, merchandising and promotional support provided
        vi. Support of re-cycling program or sustainable business practices
        vii. Vendor Experience, financial stability and references: Experience and dependability; number of years in business; national and/or regional rating.

viii. Presentation: Understanding of the University's need presented in a clear and direct Proposal.

ix. Distribution:

1. Commission Percent Paid to Lincoln University: 50%
2. Proposed method of performance: 20%
3. Types of vending machines: 15%
4. Value-added offerings/Promotions: 10%
5. Experience and Reliability/References: 5%

c. An contract resulting from this RFP shall be awarded to the responsive and responsible proposer(s) whose proposal is determined to be most advantageous to the University, taking in consideration cost and the other evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received and, in all cases, the University will be the sole judge as to whether a proposer's proposal has or has not satisfactorily met the requirements of this RFP.

d. The University reserves the right to consider historic information and fact, whether gained from the proposal, question and answer conference, references, or any other source in the evaluation process.

e. Proposers are cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories and that the University is under no obligation to solicit such information if it is not included as part of the proposal. Failure to submit such information may cause an adverse impact on the evaluation of the proposal.

10. **Experience and Reliability**: The experience and reliability of the proposer's organization is considered subjectively in the evaluation process. Therefore, the proposer(s) is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

a. Proposer(s) should identify how many and which contracts maintained by the proposers (both previous and current) have been renegotiated, why renegotiation was necessary, and whether or not a provision for renegotiation was a part of the contract.

b. Proposer(s) must submit a copy to their most recent audited financial report. Such report must not be more than twelve (12) months old at the time of submission. Proposers must also provide financial statements from the last three (3) years of operation. Such statements must include, as a minimum, a consolidated balance sheet and income statement for each such year.

c. Proposer(s) should at a minimum, submit references from three (3) previous contracts of similar nature which includes:

i. The name, address, phone number of the client/contracting agency, and a representative of that client/agency who may be contacted for verification of all information submitted.

ii. Dates of the service/contract

iii. A brief written description of the specific prior services performed and the requirements thereof.

11. **Expertise of Personnel**: The qualifications of the personnel proposed by the proposer(s) to perform the requirements of the RFP will be considered in the evaluation. Therefore, the proposer(s) must submit detailed information related to the experience and qualification of the staff proposed.
    a. The name of the firm/company/individual(s) submitting the proposal, as well as the name and title of the individual who is authorized to contractually bind the proposer(s).
    b. The proposer(s) must provide a resume including references detailing educational qualifications and previous work assignments as may relate to this RFP for key personnel to be assigned to the University's Beverage operation.
    c. If the staff is not yet hired, the proposer(s) shall provide:
        i. Detailed description of the required employment, qualifications and
        ii. Detailed job description of the position to be filled, including the type of individual proposed to be hired.
    d. The proposer(s) must submit a copy of all licenses and /or certifications which may be required by state, federal, and local law, statute or regulation in the course of performance of his/her profession.

12. **Proposed Method of Performance**:
    a. Proposals will be evaluated based on the proposer(s) distinctive plan for performing the requirements in the Scope of Work. Since evaluators have already read the Scope of Work specifications as described in the RFP, it is not necessary for the proposer(s) to repeat the exact RFP language, or to present a paraphrased version, as an original idea for a technical approach.
    b. The proposer(s) shall present a written narrative which demonstrates the method or manner in which the proposer(s) proposed to satisfy the requirements of the Scope of Work. The language of the narrative should be straightforward and limited to facts, solutions to problems, and a proposed plan of action.
    c. The method by which the proposed method of performance is written is left to the discretion of the proposer(s).

PART V
STANDARD CONTRACTUAL LANGUAGE

1. **Contract Period**: The original contract period shall be as stated on the first page of this document. Except as provided herein, the contract shall not bind, nor purport to bind, The University for any contractual commitment in excess of the original contract period.

2. **Contract Price**: All prices shall be firm and fixed. However, the vendor may annually make a written request to the Director of Auxiliary Services for an increase to the contract price that is based on proven market fluctuations; and not to exceed the beverage vending prices in the local community. The final decision to adjust pricing will rest with the University. The University shall not pay nor be liable for any other additional costs.

3. **Contract Documents**:
    a. The contract between The University and the proposer(s) shall consist of: (1) the Request for Proposal (RFP), including the Terms and Conditions attached hereto, and (2) any amendments to the RFP, (3) the proposer(s)' response to the RFP, and (4) any additional terms and conditions mutually agreed upon by the parties during the negotiation process. The University reserves the right to clarify any contractual relationship in writing with the concurrence of the proposer(s), and such written clarifications shall govern in case of a conflict with the applicable requirement(s) stated in either the RFP or the proposer(s)'s response. In all other matters not affected by the written clarification, if any, the RFP shall govern. The proposer(s) is cautioned that his/her response shall be subject to acceptance without further clarification.
    b. To the extent that a provision of the contract is contrary to the Constitution or laws of this state or of the United States, the provision shall be void and unenforceable. However, the remainder of the contract shall remain in full force and effect.
    c. The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the proposer(s) must receive an official letter or official authorized purchase order from the Director of Purchasing.
    d. The contract expresses the complete agreement of the parties and performances shall be governed solely by the specifications and requirements contained therein.

4. **Amendment to Contract**: No modification of any provision in the contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the proposer(s) and The University and incorporated in a written amendment to the contract approved by The University.

5. **Liabilities**:
    a. The proposer(s) agrees that The University shall not be liable for any damages or costs or injury incurred by the proposer(s) of his/her employees arising of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the proposer(s), except as otherwise provided in the contract.

b. The proposer(s) shall be responsible for any and all injury or damage as a result of the proposer(s)'s negligence involving any equipment or service provided under the terms and conditions of the contract. In addition to the liability imposed upon the proposer(s) on account of personal injury (including death), or property damage suffered as a result of the proposer(s)'s negligence , the proposer(s) assumes the obligation to save The University, including its agents, employees, and assigns, from every expense (including attorney fees), liability, or payment arising out of such negligent act. The proposer(s) also agrees to hold the University, including its agents, employees, and assigns, harmless for any negligent act or omission committed by any subcontractor(s) or other person employed by or under the supervision of the proposer(s) under the terms of the contract and indemnifies the University for all costs, expenses (including attorney fees), damages and payment.

6. **Assignments**:
   a. The proposer(s) shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the University.
   b. The proposer(s) shall agree and understand that, in the event the University consents to a financial assignment of the contract in whole or in part to a third party, any payments made by the University pursuant to the contract, including all of those payments assigned to the third party, shall be contingent upon the performance of the prime proposer(s) in accordance with all terms, conditions, and provisions of the contract.

7. **Right to Terminate Contract**: The University reserves the right to terminate the contract at any time for the convenience of the University, without penalty or recourse by giving the proposer(s) a written notice of such termination at least thirty (30) calendar days prior to termination. The proposer(s) shall be entitled to receive compensation according to the terms of the contract for that work completed pursuant to the contract prior to the effective date of termination.

8. **Independent Proposer(s)**: The proposer(s) represents himself or herself to be an independent proposer(s) offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the University, therefore, the proposer(s) shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee health insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the University, its officers, agents, employees, and assigns, harmless from and against any and all loss; cost; (including attorney fees); and damage of any related to such matters.

9. **Coordination of Activities**: The proposer(s) shall fully coordinate all contract activities with the University. As the work of the proposer(s) progresses, advice and information on matters covered by the contract shall be made available by the proposer(s) to the University throughout the effective period of the contract.

10. **Property of Lincoln University**: All reports, documentation, and material developed or acquired by the proposer(s) as a direct requirement specified in the contract shall

become the property of the University. The proposer(s) shall agree and understand that all discussion with the proposer(s) and all information gained by the proposer(s) as a result of the proposer(s)' performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to anyone without the prior written consent of the University.

11. **Substitution of Personnel**: The proposer(s) agrees and understands that the University's decision to enter into the contract is predicated in part on the utilization of the specific individual(s) identified in the proposal. Therefore, the proposer(s) agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written consent of the University. The proposer(s) further agrees that any substitution made pursuant to this paragraph shall be by personnel of equal or better qualifications than originally proposed and that the University's approval of a substitute shall not be construed as an acceptance of the substitute's performance potential.

12. **Insurance**: The proposer(s) shall understand and agree that the University cannot save and hold harmless and/or indemnify the proposer(s) or its employees against and liability incurred or arising as a result of any activity set out in the contract or any activity of the proposer(s)'s employees related to the proposer(s)'s performance under the contract. The proposer(s) shall acquire and maintain adequate insurance in the form(s) and amount(s) sufficient to protect the University, its employees, and the general public against any such loss, injury, damage, and/or expense.

13. **Terms and Conditions:** The proposer(s) agrees to the attached the University Terms and Conditions, which, by this reference, are incorporated herein.

REFERENCES

A list of references is required with submittal of your proposal. These references should be entities you have provided with similar service units. Lincoln University may, at its option, contact additional entities for references. If unable to provide references, an explanation must be given.

1. Name of Company/Institution: _____

   Address: _____

   City: _____ State: _____Zip Code: _____

   Contact Person: _____

   Phone Number: (_____) _____ Fax Number: (_____) _____

   Type of Service: _____

2. Name of Company/Institution: _____

   Address: _____

   City: _____ State: _____Zip Code: _____

   Contact Person: _____

   Phone Number: (_____) _____ Fax Number: (_____) _____

   Type of Service: _____

3. Name of Company/Institution: _____

   Address: _____

   City: _____ State: _____Zip Code: _____

   Contact Person: _____

   Phone Number: (_____) _____ Fax Number: (_____) _____

   Type of Service: _____

PRICING PAGE

The proposer(s) shall complete the commission section below and the product selection price for those items not priced. In addition, the proposer(s) shall provide product selection prices and commission rates on other items offered but not specifically listed. Additions to the list may be stated on a separate page, clearly identified as "additional pricing".

Product Selection	Product Selection Price	Commission
Carbonated Beverages 12 oz. cans *	$ _____ /can	_____% of sales
Non-carbonated Beverages 12 oz. cans **	$ _____ /can	_____% of sales

* Commission must be AT LEAST 52% of sales. Respondents proposing a commission percentage that is less that 52% will not be considered.

** Commission must be AT LEAST 37% of sales. Respondents proposing a commission percentage that is less that 37% will not be considered.

Attachment #1
Collaborative Opportunities

Collaborative Opportunities	Frequency
Presidential Gala	Annual
Homecoming Football Game Presentation during half-time show	Annual
Book Scholarships	Annual
Marching Band Sponsorship	Annual
Soldiers' Memorial Bricks or Pavers	One-time
Advertisement – Alumni Line Magazine	Bi-annual
Advertisement – Clarion Student Newspaper	Bi-weekly
ProgramSponsorshipof-KJLU-FM88.9(http:/www.kjlu.com)	Flexible
Student Internships	Varied
Career Fair Participation/Recruitment	Bi-annual
Other(e.g., scoreboards)	One-time
Fall & Spring Registration	Annual
Homecoming – Signature Event (Students)	Annual
Homecoming – Signature Event (Alumni)	Annual
Homecoming Parade	Annual
Springfest – Key Event Sponsorship	Bi-annual
Fall Faculty/Staff Institute	Annual
ROAR Orientation	Annual
Week Of Welcome	Annual
Clarion Student News	3xsemester

Attachment #2
Vending machine distribution

The following is a representation of locations where vending machines may be currently available or where they may have been available in the past. Vendors are encouraged to visit the campus to see actual conditions and as part of their proposal response provide a plan for proposed machine locations.

		Purpose	# of Vending Machines by Floor				Type of transaction allowed	
	Name & Address of Building	Academic =A, Athletic =ATH, Recreational = REC, Residential =RES, Administrative =ADM, Maintenance =MTN	1st	2nd	3rd	4th	Cash or Card Reader = CR	Comments
1	Allen Hall - 900 Chestnut Street	ADM			1		C	
2	***Anthony Hall - 825 Chestnut Street***	*RES*	1				***Cr***	*Must install card reader*
3	Bennett Hall - 818 Lee Drive	RES	1				C	
4	Damel Hall - 821 Taylor Drive	A	1				C	
5	***Dawson Hall - 711 Lee Drive***	*RES*	2				***Cr***	*Must install card readers*
6	Elliff Hall - 709 E. Dunklin Street	A	1				C	
7	***Founders' Hall - 816 Chestnut Street***	*A*	1	1	1		***Cr***	***Must install card reader***
8	Jason Gym - 809 Lafayette Street	REC	2				C	
9	***MLK Hall - 812 E. Dunklin Street***	*A*	2		2		***Cr***	***Must install card readers***
10	***Page Library - 720 Lee Drive***	*A*		2			***Cr***	***Must install card readers***
11	Perry Hall - 920 Taylor Drive	RES	2				C	
12	Physical Plant - 821 Lafayette Street	ADM	1				C	
13	LUPD - 1118 Chestnut - Street	ADM	1				C	
14	Mitchell - 710 E. Dunklin Street	A	2				C	
15	***Scruggs Center - 819 Chestnut Street***	*REC*	2	2			***Cr***	*Must install card readers*
16	Shipping & Receiving - 1002 Chestnut Street	ADM	1				C	
17	Soldiers' Hall - 903 Lafayette Street	A	1				C	
18	***Stamper Hall - 824 Chestnut Street***	*A*		2			***Cr***	*Must add card readers*
19	***Tull Hall - 918 Taylor Drive***	*RES*	2				***Cr***	*Must install card reader*
20	***Young Hall - 820 Chestnut Street***	*ADM*	1	2			***Cr***	***Must install card readers***
21	***New Residential Hall***	*RES*	4				***Cr***	***Must install card readers***
			28	9	4	0	*Grand total*	*41*

LINCOLN UNIVERSITY
PURCHASING DEPARTMENT

TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by **Lincoln University**. Lincoln University is also responsible for payment.
b. **Amendment** means a written, official modification to an RFP or to a contract.
c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the physical receipt of sealed proposals by Lincoln University in its office.
e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
f. **Buyer** means the procurement staff member of Lincoln University. The **Contact Person** as referenced herein is usually the Buyer.
g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
h. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
i. **Exhibit app**lies to forms which are included with an RFP for the offeror to complete and return with the sealed proposal pri**or to t**he specified opening date and time.
j. **Request for Proposal (RFP)** means the solicitation document issued by Lincoln University to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
k. **May** means that a certain feature, component, or action is permissible, but not required.
l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a proposal being considered non-responsive.
m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and returned by the offeror with the sealed proposal prior to the specified proposal opening date and time.
n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Lincoln University.
o. **Shall** has the same meaning as the word must.
p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri. The offeror shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the offeror and Lincoln University.
c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise Lincoln University if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive procurement process, etc., must be directed to the buyer from Lincoln University, as indicated on the first page of the RFP. Such communication should be received at least ten calendar days prior to the official proposal opening date.
b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received by Lincoln University less than ten calendar days prior to the RFP opening date may not be answered.
c. Offerors are cautioned that the only official position of Lincoln University is that position which is stated in writing and issued by Lincoln University in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
d. Lincoln University monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
e. The RFP is available for viewing and downloading on Lincoln University's Purchasing Department webpage. E-mail notifications will be sent to potential offerors at the current address maintained on the vendor registration file in Lincoln University's Purchasing Department. Any subsequent amendment to an RFP shall be e-mailed to the same address as the original RFP unless otherwise notified.
f. Lincoln University reserves the right to officially modify or cancel an RFP after issuance. Such a modification shall be identified as an amendment.

4. PREPARATION OF PROPOSALS

a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
c. Unless otherwise specifically stated in the RFP, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
e. The following is only applicable to state agencies and political subdivisions submitting a proposal. In the event that the offerer is an agency of Lincoln University or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such an offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between Lincoln University and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
f. All equipment and supplies offered in a proposal must be new and of current production and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.
i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

a. A proposal submitted by a offeror must (1) be signed by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, (3) be priced as required, (4) be sealed in an envelope or container, and (5) be mailed or hand-delivered (not faxed) to the Purchasing Department at Lincoln University located at 1002 Chestnut Street and officially clocked in no later than the exact opening time and date specified in the RFP. It shall be the responsibility of the offeror to ensure their proposal is in the Purchasing office no later than the exact opening time and date specified in the RFP.
b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
c. A proposal may only be modified or withdrawn by signed, written notice which has been received by Lincoln University prior to the official opening date and time specified. A proposal may also be withdrawn or modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw or modify a proposal shall not be honored.
d. Offerors must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so shall result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
e. Electronic submission of proposals shall not be accepted. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. The contents of the proposals shall not be disclosed.
b. Proposals which are not received by Lincoln University prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances.

7. PREFERENCES

a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the state of Missouri, and to all firms, corporations of individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.
d. In the evaluation of proposals, a service-disabled veteran business preference shall be applied in accordance with Section 34.074 RSMo.

8. EVALUATION/AWARD

a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request written clarification of the intended proposal. The correction shall be made in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
b. Any pricing information submitted by a offeror but not reflected on the pricing page shall be subject to evaluation if deemed by Lincoln University to be in the best interests of Lincoln University.
c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit Lincoln University. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.

e. In the event all offerors fail to meet the same mandatory requirement in a RFP, Lincoln University reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, Lincoln University reserves the right to waive any minor irregularity or technicality found in any individual proposal.
f. Lincoln University reserves the right to reject any and all proposals.
g. When evaluating a proposal, Lincoln University reserves the right to consider relevant information and fact, whether gained from a proposal, from a offeror, from offeror's references, or from any other source.
h. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
i. Any award of a contract shall be made by written notification from Lincoln University to the successful offeror. Lincoln University reserves the right to make awards by item, group of items, all or none, or a combination thereof on a geographic and/or statewide basis with one or more suppliers. The grouping of items awarded shall be determined by Lincoln University based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of Lincoln University.
j. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
k. Lincoln University reserves the right to request written clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response shall be subject to acceptance or rejection without further clarification.

9. CONTRACT/PURCHASE ORDER

a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
b. A binding contract shall consist of: (1) the RFP and any exhibits or amendments thereto, (2) the contractor's response (proposal) to the RFP including the contractor's best and final offer and (3) Lincoln University's acceptance of the response (proposal) by "notice of award" (for ongoing provision of equipment, supplies, and/or services) or by "purchase order."
c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized Purchase Order or other approved form of authorization.
d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and Lincoln University or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment/change order to the contract.

10. INVOICING AND PAYMENT

a. Lincoln University does not pay state or federal taxes unless otherwise required under law or regulation.
b. Each invoice submitted must reference the contract or purchase order number and must be itemized in accordance with items listed on the purchase order and/or contract. Failure to comply with this requirement may delay processing of invoices for payment.
c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the written consent of Lincoln University.
d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
e. Lincoln University assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the University's rejection and shall be returned at the contractor's expense.
f. All invoices for equipment, supplies, and/or services purchased by Lincoln University shall be subject to late payment charges as provided in Section 34.055 RSMo.
g. Lincoln University reserves the right to purchase goods and services using the Lincoln University Purchasing Card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

a. No equipment, supplies, and/or services received by Lincoln University pursuant to a contract shall be deemed accepted until the University has had reasonable opportunity to inspect said equipment, supplies, and/or services.
b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
c. Lincoln University reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
d. Lincoln University's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the University may have.

13. WARRANTY

a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Lincoln University, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
b. Such warranty shall survive delivery and shall not be deemed waived either by reason of Lincoln University's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

a. Officials and employees of Lincoln University, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.

b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by Lincoln University of any existing or future right and/or remedy available by law in the event of any claim by the Lincoln University of the contractor's default or breach of contract.
b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to Lincoln University of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with Lincoln University.

16. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, Lincoln University may cancel the contract. At its sole discretion, Lincoln University may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide Lincoln University within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
b. If the contractor fails to cure the breach or if circumstances demand immediate action, Lincoln University will issue a notice of cancellation terminating the contract immediately.
c. If Lincoln University cancels the contract for breach, Lincoln University reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as Lincoln University deems appropriate and charge the contractor for any additional costs incurred thereby.
d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon Lincoln University for any period in which funds have not been appropriated, and Lincoln University shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any written notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail, or hand-carried and presented to an authorized employee of the offeror/contractor.

18. BANKRUPTCY OR INSOLVENCY

a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify Lincoln University immediately.
b. Upon learning of any such actions, Lincoln University reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless Lincoln University, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or, veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
b. The identification of a person designated to handle affirmative action;
c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
d. The exclusion of discrimination from all collective bargaining agreements; and
e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, Lincoln University shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, removal from all contractor's lists issued by the division until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.