



**LINCOLN UNIVERSITY  
PURCHASING DEPARTMENT  
INVITATION FOR BID (IFB)**

**IFB NO.:** B17-1121  
**TITLE:** FURNITURE FOR WELLNESS CENTER  
**ISSUE DATE:** SEPTEMBER 16, 2016

**REQ NO:** N/A  
**BUYER:** DEBRA KIDWELL  
**PHONE NO:** (573) 681-5415  
**E-MAIL:** kidwelld@lincolnu.edu

**RETURN BID NO LATER THAN:** OCTOBER 7, 2016 AT 2:00 P.M. CENTRAL TIME

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

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

**CONTRACT PERIOD:** not applicable

The bidder 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 Invitation for Bids (Dated 04-23-2010). The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from Lincoln University or when this IFB is countersigned by an authorized official of Lincoln University, a binding contract shall exist between the bidder 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) <input type="checkbox"/> FEIN or <input type="checkbox"/> SSN
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> 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	

# NEW FURNISHINGS FOR UNIVERSITY WELLNESS AND PARKS MULTI-PURPOSE RECREATION CENTER

## GENERAL TERMS AND CONDITIONS

### PART 1 – GENERAL

#### 1.1 BID DOCUMENTS:

1. Drawings FURN-1, FURN-2, & FURN-3
2. Furniture Concepts
3. Furniture List / Pricing Pages

#### 1.2 DESCRIPTION OF WORK

- A. Work consists of providing and installing New Interior Furnishings for the University Wellness and Parks Multi-Purpose Recreation Center project. The work includes all materials, parts, accessories, layout, delivery, warehousing, uncrating, assembling, installation, replacement of damaged parts and pieces, touch-up painting or finishing, cleaning, etc. for a complete and functional use as specified and intended.
- B. Design Intent: If design intent of furnishings is altered in any manner other than the specified components and appearance as drawn and specified by the Owner, the Contractor shall be held fully responsible for all expenses and time involved to rectify such changes. This may occur where changes have been made without written approval by addendum from Owner.

#### 1.3 QUALITY ASSURANCE

- A. The furnishings specified herein comprise a total installation. This section specifies the minimum acceptable requirements for furnishings work. The Owner reserves the right to reject any item whose design, workmanship or material does not comply with specification documents.

#### 1.4 SUBMITTALS

- A. Manufacturer's Data: Submit manufacturer's data including graphic representation, written description, installation instructions, compliance requirements represented, and cleaning instructions included.
- B. Guarantee: Submit a copy of the written guarantee signed by the Contractor, guaranteeing the furniture and installation against failures in materials and workmanship.
- C. Finish Samples: After awarding of bid packages, designated Contractors shall submit full line of fabric and finishes to Owner for review. Each sample shall be tagged with the name of the Project, Contractor, Manufacturer, and Specified Items Available in each finish. **No specified items shall be ordered without review and written approval by Owner.**
- D. Furniture Samples: Samples of chairs A1, A2, A3, A4, B4, C1, E1, & E2 are to be available for owner's review at no cost to the owner. Interior Designer will coordinate with Manufacturer's Representatives/Dealers for obtaining sample chairs.

#### 1.5 PROPOSAL REQUIREMENTS

- A. All pick up, delivery, storage and installation costs of furniture shall be included in the Proposal as part of the Contract work. Each Bidder shall assume that delivery and installation for University Wellness and Parks Multi-Purpose Recreation Center shall commence approximately mid-January 2017 **and be completed no later than January 31<sup>st</sup>, 2017. Final Determination of Date to be determined by owner.**

- B. Identification of each item shall coincide with the specification documents. The code letters/numbers listed within the specifications shall refer to the letters/numbers shown on drawings for identification of each item.
- C. The Contractor shall furnish a statement with his/her proposal giving a complete description of all compliance with written specifications. This is to state that the furnishing(s) he/she provides meet and comply with all specifications. Failure to provide such a statement will be interpreted that the Contractor agrees to meet all requirements and the work provided will not result in any added cost to the Owner.
- D. Location: It is the responsibility of the Dealer/Contractor to protect the interior walls during the furniture installation. University Wellness and Parks Multi-Purpose Recreation Center is located at 1299 Lafayette Street on the campus of Lincoln University.
- E. Working Conditions: All work shall be performed during scheduled working hours (Monday through Friday, 9:00 AM to 4:00 PM) unless special permission is granted from Owner's Representative for alternate hours.

#### 1.6 AWARDS:

- A. Lincoln University reserves the right to make awards by item, group of items, or an all or none basis. 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.
- B. Lincoln University reserves the right to adjust the quantities at the time of order based upon factors such as changes in layout, intended utilization, location, administrative efficiency, or other considerations in the best interest of Lincoln University.

#### 1.7 PREPARATION AND PRE-INSTALLATION MEETING

- A. The Contractor shall examine the areas where furnishings are to be installed and the conditions under which the work will be executed and notify Owner in writing of any conditions that will not allow a timely and uninterrupted completion of work. Do not proceed with the work until unsatisfactory conditions have been corrected and are acceptable.
- B. The Contractor shall investigate and resolve all access installation considerations including elevator size, location, and capacity if applicable.
- C. A meeting is required with the Owner, Installer and Construction Contractor at the project site to review the furnishings installation, procedures, and coordination with other trades prior to delivery of all furnishings.

#### 1.8 SHIPPING AND WAREHOUSING

- A. Delivery of furnishings shall not commence until the Owner and Construction Contractor have granted permission for Furnishings Contractor to begin. In order for work to proceed, all areas for installation must have painting, wet work; grinding, and similar operations complete with environmental conditions being met.
- B. The Owner and the Construction Contractor will not provide for receipt of any items from freight lines.

## 1.9 INSPECTION

- A. The furnishings will be inspected and tested at the Owner's option to determine compliance with the drawings and specifications with respect to workmanship and installation. The Owner, at the point of delivery and/or after installation, may make this inspection.
- B. Do not install units that are defaced or otherwise damaged during delivery and handling. Such items must be repaired or replaced if not repairable. Any materials showing evidence of such damage shall be replaced at the expense of the Contractor.

## 1.9 INSTALLATION

- A. Examine the areas and conditions under which furnishings work is to be performed. Do not proceed with the work until unsatisfactory conditions detrimental to proper and timely completion of the work have been corrected.
- B. Special care shall be taken in handling of furnishings to avoid any damage during the course of installation. Any materials showing evidence of such damage shall be replaced at the expense of the Contractor.
- C. Provide suitable warehousing and protection of furnishings during course of installation. All warehousing costs shall be included in furnishings bid. No additional charges will be allowed for warehousing.
- D. After installation, all furnishing protection and packaging shall be removed and disposed by the Contractor. All furnishings' surfaces shall be thoroughly cleaned to the complete satisfaction of the Owner.
- E. The work required under this Section of the Specification shall include all wrapping and protection of each item in the shop, shipping, handling, unloading, unpacking, placement, cleaning, and any adjustments and leveling.
- F. Remove all packing materials from site.
- G. All items are to be tagged for the particular room or area in which they will be placed as shown on specification sheets for ease of installation.
- H. All pick-up and delivery to job site is to be coordinated with Owner.

## 2.0 CLEANING

- A. Upon completion of the furniture installation, Contractor is to remove all debris left from the installation to be hauled away in their own trucks and is to leave all areas at the project site clean. Remove any soiled spots from other finished surfaces, using proper processes recommended by the manufacturer and acceptable to the Owner. Replace any areas of other finish surfaces where cleaning has failed to restore appearance and quality satisfactorily, as determined by the Owner.
- B. Clean exposed finishes, using care to avoid abrasion of the finish.
- C. Protect all adjoining work from abrasions, soiling, staining and other damage resulting from the furniture installation work. Repair or replace damaged work as directed, at no additional cost to the Owner.

## 2.1 COMPLETION AND FINAL ACCEPTANCE

- A. Punch List: Within final week of installation, Contractor is required to set up a meeting with Owner for walk-through and create a punch list of unacceptable issues to be resolved before final acceptance of installation.

- B. The Contractor is then responsible for resolving all issues identified on punch list prior to final walk-through with Owner.
- C. Final Walk-Through: At completion of installation, the Contractor is responsible for setting up final meeting and walk-through with Owner. Upon Owner's inspection and acceptance of furnishings installation, the Owner is to submit a letter of acceptance to furnishings Contractor. If all items are not complete at this time, Owner will advise Contractor of incomplete work needing resolve before final acceptance is granted.

## 2.2 SUBSTITUTIONS AND/OR APPROVED EQUAL"

- A. Substitutes for Approved Equals are welcome and shall be submitted with bid response for review and approval. Cut sheets and finishes are to be included with submittal.

- B. Base Bid Specifications are based on products by:

Sit-On-It Seating: 6415 Katella Avenue, Cypress CA 90630  
(P) 888-274-8664 (F) 714-995-4855  
Mfgr. Representative: Steve Buhr (P)314-740-2008

KI: 1330 Bellevue Street, Green Bay, WI 54308 (P) 1-800-424-2432  
(F) 920-406-3415  
Mfgr. Representative: Craig Karges (P) 913-239-9439 (C) 913-709-1886

Allsteel: 2210 Second Avenue, Muscatine, Iowa 52761  
(P) 1-888-255-7833

JSI Furniture: 225 Clay Street, Jasper, Indiana 47546  
(P) 800-457-4511 (F) 812-482-1548  
Mfgr. Representative: Maynard & Associates, 913-302-4355

ERG: 361 North Bernoulli Circle, Oxnard, CA 93030  
(P) 805-981-9978 (F) 805-981-9878  
Mfgr. Representative: Maynard & Associates, 913-302-4355

Workrite: 2277 Pine View Way, Suite 100, Petaluma CA 94954  
(P) 800-959-9675 (F) 800-930-8989

Rubbermaid Commercial Products  
(P) 1-800-347-9800

Aceray: 1799 Pennsylvania Street, Denver CO 80203  
(P) 303-733-3404 (F) 303-733-3414  
Mfgr Representative: Jane-Ann Stahl, 913-558-8590

- C. Alternate Specifications are based on products by:

KI: 1330 Bellevue Street, Green Bay, WI 54308 (P) 1-800-424-2432  
(F) 920-406-3415  
Mfgr. Representative: Craig Karges (P) 913-239-9439 (C) 913-709-1886

2.3     **WARRANTIES AND OPERATING INSTRUCTIONS:** Warranties and operating instructions of all furniture and equipment, according to the manufacturer's policy covering their products, shall be delivered in three (3) copies to the Owner prior to submission of the final pay estimate.

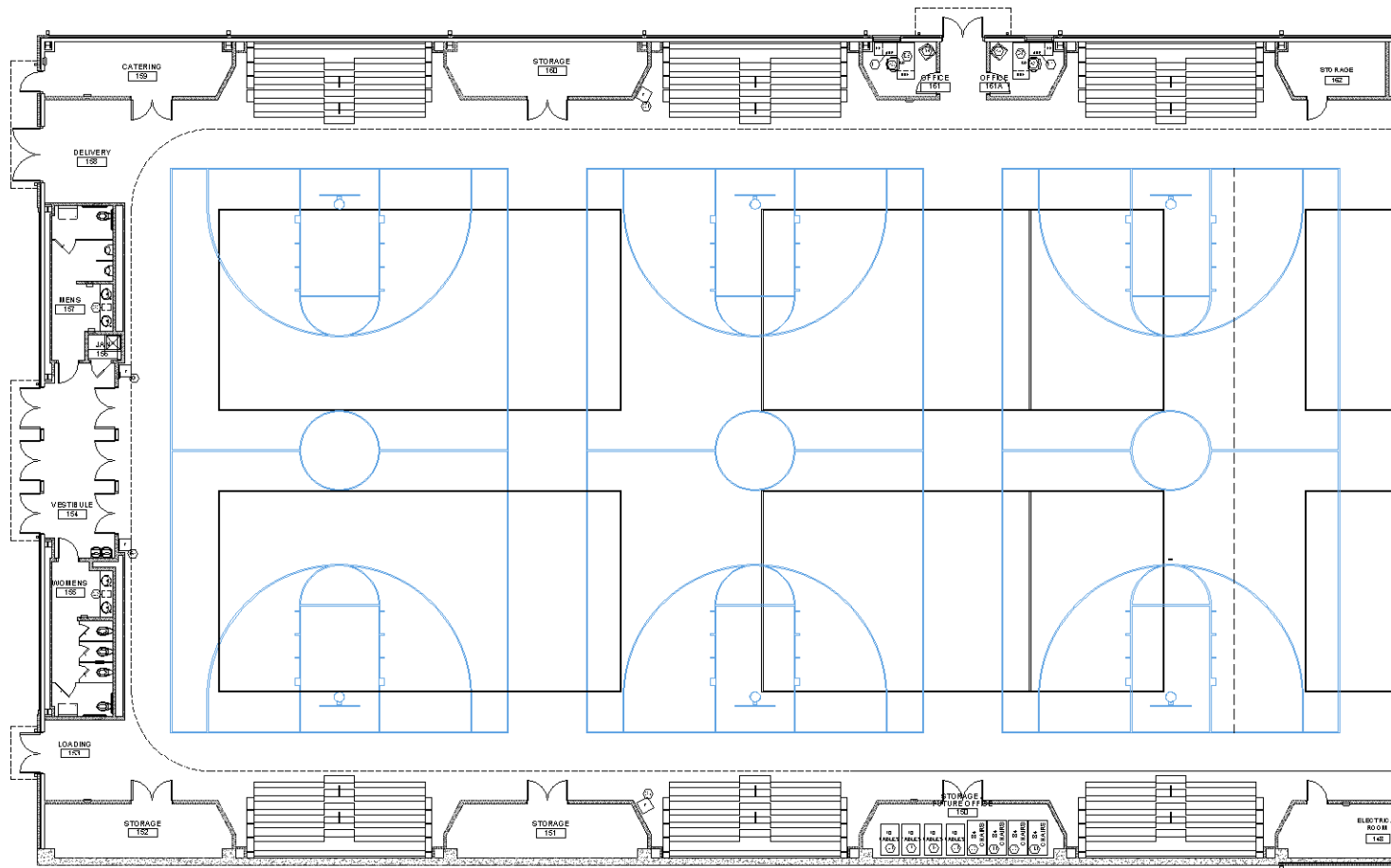
2.4     **GENERAL GUARANTEE**

- A.     Neither the final certificate of payment nor any provision in the contract documents for partial use or occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor or the Contractor's sureties of liability in respect to any express warranties or responsibility for faulty materials, workmanship or liquidated damages.
- B.     The Contractor or the Contractor's sureties shall remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance unless a longer period is otherwise specified. The Owner will give notice of observed defects with reasonable promptness.
- C.     In case of default on the part of the Contractor in fulfilling this part of the contract, the Owner may correct the work or repair the damage and the cost and expense incurred in such event shall be paid by or recoverable from the Contractor.
- D.     Should Contractor be required to perform tests that due to climatic conditions must be delayed, it is understood that such tests will be accomplished by Contractor at the earliest possible date with the provisions of the General Guarantee beginning upon satisfactory completion of said test. The responsibility of the Contractor under this section will not be abrogated if the Owner should elect to initiate final payment.

2.5     **DOMESTIC PRODUCTS PROCUREMENT**

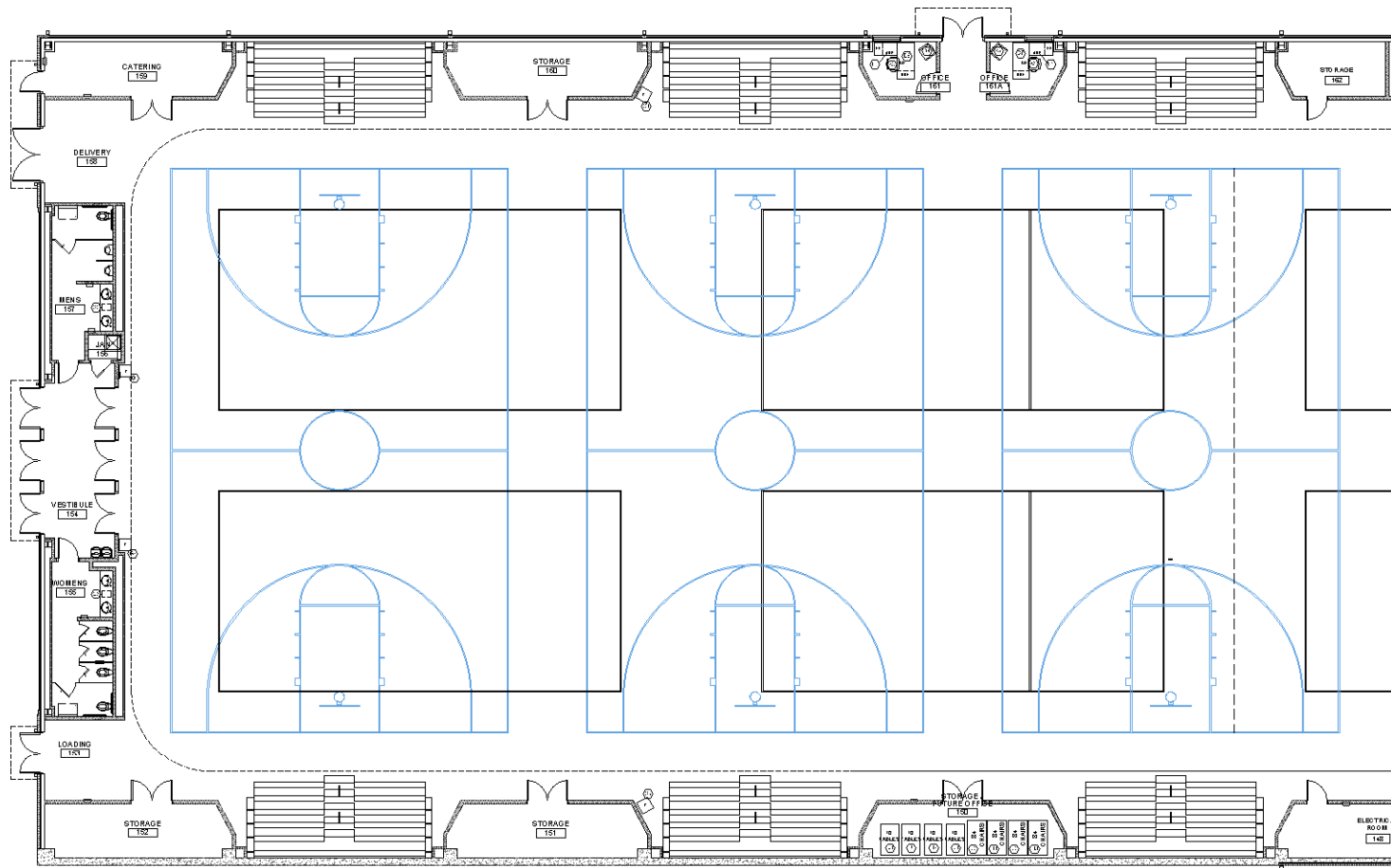
- A.     In accordance with the Missouri Domestic Products Procurement Act (Senate Bill 74, 84<sup>th</sup> General Assembly, First Regular Session), any manufactured goods or commodities used or supplied in the performance of this contract or any subcontract thereto shall be manufactured, assembled or produced in the United States, unless the specified products are not manufactured, assembled or produced in the United States in sufficient quantities to meet the contracts requirements, or if obtaining the specified products manufactured, assembled or produced in the United States would increase the cost of this contract for purchase of the product by more than ten percent.
- B.     The contractor shall certify, through each pay application, that all manufactured goods or commodities used or supplied in the performance of the work for which payment is requested were manufactured, produced or assembled in the United States. If the goods used or supplied in the performance of the work for which payment is requested were not manufactured, produced or assembled in the United States, (2) are not manufactured in sufficient quantities to meet the needs of this contract, (3) cannot be manufactured, assembled or produced in the United States within the necessary time to meet the requirements of this contract, or (4) would increase the cost of this contract for the purchase of the product by more than ten percent (10%) if purchased from a manufacturer or producer in the United States.





<b>UNIVERSITY WELLNESS AND PARKS MULTI-PURPOSE RECREATION CENTER</b> <small>CAMPUS OF LINCOLN UNIVERSITY, SPRINGFIELD, MISSOURI</small>		<b>kevans</b> interiors <small>1906 E. SUNSHINE STREET  SPRINGFIELD, MO 65804  P: 417-864-5588 F: 417-864-5475</small>	
DATE:	09-02-16	SCALE:	1/8" = 1'-0"
SHEET:	MAIN LEVEL FURNITURE PLAN PARTIAL PLAN		FURN-2





UNIVERSITY WELLNESS AND PARKS MULTI-PURPOSE RECREATION CENTER		K evans interiors	
CAMPUS OF LINCOLN UNIVERSITY, SPRINGFIELD, MISSOURI		1906 E. SUNSHINE STREET SPRINGFIELD, MO 65804 P: 417-864-5588 F: 417-864-5475	
DATE:	09-02-16	SCALE:	1/8" = 1'-0"
SHEET:	MAIN LEVEL FURNITURE PLAN PARTIAL PLAN		FURN-2

University Wellness and Parks  
Multi-Purpose Recreation Center  
Furniture Concepts and General Requirements



**Group A, Item A1**  
Stack Chair  
Sit-On-It Seating, Inflex



**Group A, Item A2**  
Café Stool  
Sit-On-It Seating, Inflex



**Group A, Item A3**  
Task Chair  
Sit-On-It Seating, Focus



**Group A, Item A4**  
Side Chair  
Sit-On-It Seating, Focus



**Group B, Item B1 & B2 Tables**  
KI Portico Series  
Regular Table Height and Bar Height,



**Group B, Item B3**  
Lightweight Folding Table  
KI Premier



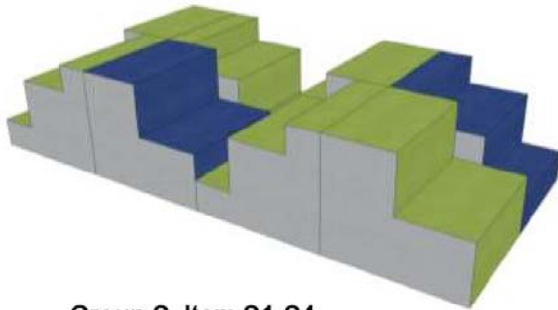
**Group B, Item B4**  
Stack Chair  
KI, Strive



**Group B, Item B5**  
Chair Cart

1 of 7

**University Wellness and Parks  
Multi-Purpose Recreation Center  
Furniture Concepts and General Requirements**



**Group C, Item C1-C4**  
**Design Intent**



**Group C, Item C2&C4**  
**Lounge Seat Unit**  
**Allsteel, Rise**



**Group C, Item C1&C3**  
**Lounge Seat Unit**  
**Allsteel, Rise**



**Group D**  
**Desk Style**  
**JSI, Vision Series**



**Group D**  
**Bookcase**  
**JSI, Vision Series**

**University Wellness and Parks  
Multi-Purpose Recreation Center  
Furniture Concepts and General Requirements**



**Group E, Item E2-E3**  
Barstool  
ERG, Benton Series



**Group E, Item E1**  
Café Chair  
ERG, Benton Series



**Group E, Item E1-E3**  
Laser Engraved Logo  
Concept



**Group E, Item E4-E5**  
Tables, Regular Height and Bar Height  
ERG, Archer Series



**Group E, Item E6, E8**  
Bench  
ERG, Malibu Series



**Group E, Item E7**  
End Table  
ERG, Malibu Series



**Group F, Item F1**  
Adjustable Keyboard Platform  
Workrite



**Group G, Item G1 & G2**  
Trash and Recycling  
Receptacles  
Rubbermaid Commercial  
Products



**Group G, Item G3-G5**  
Trash Receptacles  
Rubbermaid  
Commercial  
Products



**Group G, Item G6**  
Trash Receptacles  
Rubbermaid  
Commercial  
Products



**Group G, Item G7**  
Alternate  
Outdoor Trash  
Receptacle  
Rubbermaid  
Commercial  
Products

**University Wellness and Parks  
Multi-Purpose Recreation Center  
Furniture Concepts and General Requirements**



**Group H, Item H1**  
Outdoor Table (Bar Height)  
Aceray  
(Alternate H2 Regular Height)



**Group H, Item H3 & H4 Alternates**  
Outdoor Chair or Barstool

**University Wellness and Parks  
Multi-Purpose Recreation Center  
Furniture Concepts and General Requirements**

**Group I  
Systems Workstations  
Allsteel Furniture**



**U-Shaped Workstations  
with Pedestal Storage  
Panel Mounted &  
Freestanding Worksurfaces**



**Low Panels – 42”h with  
15” high clear glass divider  
above**

5 of 7

**University Wellness and Parks  
Multi-Purpose Recreation Center  
Furniture Concepts and General Requirements**

**Group I Systems Workstations**

**General Requirements**

Dealer to provide and install all new panels/components for layout provided. Dealer is responsible for providing all necessary support brackets for worksurfaces, end panels, hinge assemblies, side rails, covers, trim pieces, etc for the product and floor plan configuration specified. Notify Interior Designer of discrepancies. The Dealer is to provide product as accurately as possible to the dimensional layout configuration. All the panels must align with the center of the window mullions. Due to this, custom sized returns are required. Please provide a floor plan layout of the proposed panel system if it deviates from the specifications and/or dimensions. Work to be performed during regular business hours.

All workstation center drawers and pedestals are to be keyed alike within each workstations, but keyed differently from one another. 2 master keys are to be provided to owner. File/File pedestals are to include 2 file compressors. Box/Box/File pedestals are to include: 1, pencil tray, 2, dividers, & 1 file compressor.

**Series:** Allsteel Terrace DNA Panels & Worksurfaces with Stride Worksurface Supports

**Finishes:** Panel Fabric: Grade 1, Sarto Ash SRT988  
Paint/Trim: Flint P02  
Worksurface Laminate: LWAC Amber Cherry  
Worksurface Edge: LWAC Amber Cherry

**Pedestals:** Essentials Metal Storage  
Paint: Flint P02  
Pull Style: S Square, EL Matte Silver

Panels are to be structural panels, load bearing that will accommodate cable routing power distribution and offer strength and stability necessary for all types of workstation configuration.

All panels are to be acoustical. Powered panels are noted on the floor plan and are to have steel frame construction with a 4" base power raceway capable of handling 8-25 pair communication cables. Base raceways will need to accommodate up to 4 duplex receptacles per panel. Panels are to be priced within the same fabric group. Metal or PVC trim and base is to be priced on panels; no wood on the panels will be required. Panel distribution will be from the wall as noted on the drawings. The system must be capable of distributing 3-20 amp circuits with separate neutral wires for each circuit, one safety ground wire, and one isolated ground wire.

Worksurfaces are to be high pressure laminate tops with flat vinyl edge. Two Grommets to be provided with each worksurface. Worksurfaces shall have the capacity to be mounted in panel-hung applications or mounted to leg or end supports to become freestanding.

Owner's electrician will be responsible for power hook-up to the building.

**University Wellness and Parks  
Multi-Purpose Recreation Center  
Furniture Concepts and General Requirements**



**Group J, Item J1 Alternate**  
Folding Chairs  
KI



**Group J, Item J2 Alternate**  
Folding Tables  
KI



ITEM #	MFGR	QTY	PRODUCT NUMBER	DESCRIPTION	UNIT PURCHASE PRICE	EXTENDED PURCHASE PRICE
A1 Stack Chairs for Commons Area	SitOnIt Seating	40	971-FC2-A0-G8-SC1	Inflex Stack Chair Plastic Seat & Back, Armless 20"w x 22"d x 33"h Seat & Back Shell Color: SC1, Black Frame Finish: FC2, Silver Glides: G8, swivel glides	Base Bid	Base Bid
A2 Bar Stools for Commons Area	SitOnIt Seating	24	971-S2-FC2-A0-G8-SC1	Inflex Cafe Stool Plastic Seat & Back, Armless 19.75"w x 22"d x 43.5"h, 29" seat height Seat & Back Shell Color: SC1, Black Frame Finish: FC2, Silver Glides: G8, swivel glides	Base Bid	Base Bid
A3 Task Chair for Offices	SitOnIt Seating	24	5623 B1 -LB1-Y-E3-A93	Focus Work Chair Highbase Mesh Back, Y Enhanced Synchro, With E3 Seat Depth Adjustment, Height/Width Adjustable Arms A93, LB1 Adjustable Lumbar Frame Support Color: Z2, Silver, C15 Casters Base Color: B0, Black Seat Upholstery: Grade 4, Maharam Metric Color: 024 Anchor Back Mesh: MC1 Black Mesh	Base Bid	Base Bid
A4Side Chairfor Offices	SitOnIt Seating	16	5652-B1-A130-G5	Focus Side Chair B1 Mesh Back, A130 Fixed Loop ArmsFrame Finish: SilverStandard Glides G5Seat Upholstery: C.O.M. Maharam Insignia, #005 Resort, Approximate Yardage: 1.2 yds*Fabric to be run railroaded Back Mesh: MC1 Black Mesh	Base Bid	Base Bid
<b>Total Group A Base Bid</b>						<b>Total Group A Base Bid</b>

ITEM #	MFGR	QTY	PRODUCT NUMBER	DESCRIPTION	UNIT PURCHASE PRICE	EXTENDED PURCHASE PRICE
B1 36"x36" Table, Regular Height	KI Furniture	10	PS3FX-54B-EBL-LKM-SX-PBL	Portico Table, Square Table LX-Base, 36"x36" with 1 1/4" vinyl bullnose edge Top Laminate: LKM, Kensington Maple Base Finish: SX Starlight Silver Metallic Edge Finish: EBL, Black Plastic End Cap: PBL, Black Standard Adjustable Poly Glide	Base Bid	Base Bid
B2 36"x36" Table, Bar Height	KI Furniture	6	PS3FX/42"-54B-EBL-LKM-SX-PBL	Portico Table, Rectangular Table T-Base, 36"x36", With 1 1/4" vinyl bullnose edge Special height of 42" Top Laminate: LKM Kensington Maple Base Finish: SX Starlight Silver Metallic Edge Finish: EBL, Black Plastic End Cap: PBL, Black Standard Adjustable Poly Glide	Base Bid	Base Bid
B3 Folding Tablefor Classrooms	KI Furniture	66	SEMP/2460-LKM-EBL-BL-SG	Premier Lightweight Folding Table, 24"x60", with vinyl bullnose edge Top Laminate: LKM Kensington Maple Base Finish: BL Black Edge Finish: EBL, Black Standard Steel Glides	Base Bid	Base Bid
B4 Stack Chairs for Classrooms	KI Furniture	170	SLNAP-SX-PBL-P	Strive Stack Chair Polypropylene Seat & Back 20.3"w x 19.6"d x 32"h Seat & Back Shell Color: PBL Black Frame Finish: SX Starlight Silver Metallic Glides: P, Plastic	Base Bid	Base Bid
B5 Chair Carts	KI Furniture	8	SCDA-BL	Strive Series Transport Dolly 24"w x 29"d x 16 1/2"h Holds 15 chairs	Base Bid	Base Bid

B6 Table Carts	KI Furniture	2	KTV68-BE-C	Folding Table Vertical Storage Caddy 78"w x 26 5/8"w x 28 1/8"h Holds 8 tables	Base Bid	Base Bid
<b>Total Group B Base Bid</b>						<b>Total Group B Base Bid</b>

ITEM #	MFGR	QTY	PRODUCT NUMBER	DESCRIPTION	UNIT PURCHASE PRICE	EXTENDED PURCHASE PRICE
C1 Riser Seat Unit for Indoor PlayArea	Allsteel	3	S922S2T	Rise 2 Tier with two-tone upholsteryNon-Powered, with ganging brackets36"w x 40"d x 34"h Fabric 1 (Seat Upholstery) Designtex Pattern: Strand Color: 3692-502 Leaf (C.O.M.= 3.25 yds) Fabric 2 (Side Upholstery) Designtex Pattern: Strand Color: 3692-801 Metal (C.O.M.= 2.25 yds)	Base Bid	Base Bid
C2 Riser Seat Unit for Indoor Play Area	Allsteel	3	S922S3T	Rise 3 Tier with two-tone upholstery Non-Powered, with ganging brackets 36"w x 40"d x 34"h Fabric 1 (Seat Upholstery) Designtex Pattern: Strand Color: 3692-502 Leaf (C.O.M.= 3.25 yds) Fabric 2 (Side Upholstery) Designtex Pattern: Strand Color: 3692-801 Metal (C.O.M.= 2.25 yds)	Base Bid	Base Bid
C3 Riser Seat Unit for Indoor Play Area	Allsteel	1	S922S2T	Rise 2 Tier with two-tone upholstery Non-Powered, with ganging brackets 36"w x 40"d x 34"h Fabric 1 (Seat Upholstery) Designtex Pattern: Strand Color: 3692-403 Blueberry (C.O.M.= 3.25 yds) Fabric 2 (Side Upholstery) Designtex Pattern: Strand Color: 3692-801 Metal (C.O.M.= 2.25 yds)	Base Bid	Base Bid

C4 Riser Seat Unit for Indoor PlayArea	Allsteel	1	S922S3T	Rise 3 Tier with two-tone upholstery Non-Powered, with ganging brackets36"w x 40"d x 34"h Fabric 1 (Seat Upholstery) Designtex Pattern: Strand Color: 3692-403 Blueberry (C.O.M.= 3.25 yds) Fabric 2 (Side Upholstery) Designtex Pattern: Strand Color: 3692-801 Metal (C.O.M.= 2.25 yds)	Base Bid	Base Bid
<b>Total Group C Base Bid</b>						<b>Total Group C Base Bid</b>

ITEM #	MFGR	QTY	PRODUCT NUMBER	DESCRIPTION	UNIT PURCHASE PRICE	EXTENDED PURCHASE PRICE
D1 30x66 Desk Unit with Right Return	JSI	1	VL3066LDF VL2448ERR	Vision Laminate Series Desk Unit Consisting of: 1, 30"x66" Single Pedestal desk with BBF Left 1, 24" x 48" Right Return with FF Right Edge Style: Eased R3 Pull Style: Bar, Polished Nickle Finish PNK Top Material: B, HPL Laminate Finish: Bourbon BBN Grommet Color: STS Stardust Silver	Base Bid	Base Bid
D2 30x66 Desk Unit with Left Return	JSI	1	VL3066RDF VL2448ELR	Vision Laminate Series Desk Unit Consisting of: 1, 30"x66" Single Pedestal desk with BBF Right 1, 24" x 48" Left Return with FF Left Edge Style: Eased R3 Pull Style: Bar, Polished Nickle Finish PNK Top Material: B, HPL Laminate Finish: Bourbon BBN Grommet Color: STS Stardust Silver	Base Bid	Base Bid
D3 36x72Desk Unit withLeft Return	JSI	3	VL3672RDFVL2448ELR	Vision Laminate Series Desk Unit Consisting of:1, 36"x72" Single Pedestal desk with BBF Right1, 24" x 48" Left Return with FF LeftEdge Style: Eased R3Pull Style: Bar, Polished Nickle Finish PNKTop Material: B, HPLLaminate Finish: Bourbon BBNGrommet Color: STS Stardust Silver	Base Bid	Base Bid
D4 36x72 Desk Unit with Right Return	JSI	3	VL3672LDF VL2448ERR	Vision Laminate Series Desk Unit Consisting of: 1, 36"x72" Single Pedestal desk with BBF Left 1, 24" x 48" Right Return with FF Right Edge Style: Eased R3 Pull Style: Bar, Polished Nickle Finish PNK Top Material: B, HPL Laminate Finish: Bourbon BBN Grommet Color: STS Stardust Silver	Base Bid	Base Bid
D5 Bookcase	JSI	6	VL3630BC	Vision Laminate Series Bookcase 36"w x 16"d x 30"h One Adjustable Shelf Laminate Finish: Bourbon BBN	Base Bid	Base Bid

D6 Desk Center Drawer	JSI	10	VL1825CD	Vision Laminate Center Drawer Laminate: Bourbon BBN 22 3/4"w x 15 1/2"d x 2 1/8"h	Base Bid	Base Bid
D7 30x66 Desk Unit with Right Return	JSI	1	VL3066LDFVL2442ERR	Vision Laminate Series Desk Unit Consisting of: 1, 30"x66" Single Pedestal desk with BBF Left 1, 24" x 42" Right Return with FF Right Edge Style: Eased R3 Pull Style: Bar, Polished Nickle Finish PNK Top Material: B, HPL Laminate Finish: Bourbon BBN Grommet Color: STS Stardust Silver	Base Bid	Base Bid
D8 30x66 Desk Unit with Left Return	JSI	1	VL3066RDF VL2442ELR	Vision Laminate Series Desk Unit Consisting of: 1, 30"x66" Single Pedestal desk with BBF Right 1, 24" x 42" Left Return with FF Left Edge Style: Eased R3 Pull Style: Bar, Polished Nickle Finish PNK Top Material: B, HPL Laminate Finish: Bourbon BBN Grommet Color: STS Stardust Silver	Base Bid	Base Bid
<b>Total Group D Base Bid</b>						<b>Total Group D Base Bid</b>

ITEM #	MFGR	QTY	PRODUCT NUMBER	DESCRIPTION	UNIT PURCHASE PRICE	EXTENDED PURCHASE PRICE
E1 Chair for Game Room	ERG	20	1350/SI/ENG	Benton Series 4-Leg Café Chair 20.5"w x 21"d x 32"h, 17.5" seat height Wood Back with Upholstered Seat Insert With Custom Laster Engraved logo on outside of outer back - owner can provide image file upon request Frame Finish: Brushed Aluminum Wood Finish: Custom match Seat Upholstery: Grade 10 Momentum Textiles Painting Strokes, Lapis (stripes to run horizontally across width of seat) *With Plastic glide cover over standard steel glide	Base Bid	Base Bid
E2 Barstool for Game Room	ERG	25	1352/SI	Benton Series 4-Leg Tall Back Barstool 20"w x 20"d x 45" high, 30" seat height Wood Back with Upholstered Seat Insert With Custom Laster Engraved logo on outside of outer back - owner can provide image file upon request Frame Finish: Brushed Aluminum Wood Finish: Custom match Seat Upholstery: Grade 8 DesignTex Luster, #3701-803 Print (Black) *With Plastic glide cover over standard steel glide	Base Bid	Base Bid
E3 Barstool for Game Room	ERG	16	1352/SI	Benton Series 4-Leg Tall Back Barstool 20"w x 20"d x 45" high, 30" seat height Wood Back with Upholstered Seat Insert With Custom Laster Engraved logo on outside of outer back - owner can provide image file upon request Frame Finish: Brushed Aluminum Wood Finish: Custom match Seat Upholstery: Grade 8 DesignTex Luster, #3701-804 Affinity (Grey) *With Plastic glide cover over standard steel glide	Base Bid	Base Bid



E4 Regular Height Table for Game Room	ERG	5	AH36S	Archer Square Café Table36" square x 30"hLaminate Top: Wilsonart #10776-60 Kensington MapleBase Finish: Brushed AluminumEdge: 3-A, 3MM PVC, Silver Metallic*With Plastic glide cover over standard steel glide	Base Bid	Base Bid
E5 Bar Height Table for Game Room	ERG	9	AHH36S	Archer Square Café Table, Bar Height36" square x 42"hLaminate Top: Wilsonart #10776-60 Kensington MapleBase Finish: Brushed AluminumEdge: 3-A, 3MM PVC, Silver Metallic*With Plastic glide cover over standard steel glide	Base Bid	Base Bid
E6 Bench for Game Room	ERG	4	3942	Malibu Bench44"w x 20"d x 18"hLeg Finish: Brushed AluminumSeat Upholstery: Grade 8 Designtex Luster, #3701-804 Affinity (Grey)	Base Bid	Base Bid
E7 End Table for Game Room	ERG	2	3955	Duncan End Table18"w x 18"d x 18"hLeg Finish: Brushed AluminumLaminate Finish: Wilsonart #10776-60 Kensington Maple	Base Bid	Base Bid
E8 Bench forSecond FloorCorridor	ERG	4	3942	Malibu Bench44"w x 20"d x 18"hLeg Finish: Brushed AluminumSeat Upholstery: Grade 8 DesigntexLuster, #3701-803 Print (Black)	Base Bid	Base Bid
<b>Total Group E Base Bid</b>						<b>Total Group E Base Bid</b>

ITEM #	MFGR	QTY	PRODUCT NUMBER	DESCRIPTION	UNIT PURCHASE PRICE	EXTENDED PURCHASE PRICE
F1 Keyboard Platform	Workrite	22	FD-AKP01-22	Fundamentals Keyboard and Mouse Platform; Memory Foam Palm Support; Right/Left Reversible Adjusts from flush to 6" below work surface Smooth nylon glide track; 360 degree arm swivel at track Fully stores on 22" track *Owner to determine exact quantity needed	Base Bid	Base Bid
F2 Center Drawer For Built-in Workstations	Workrite	2	KD-75	Center Drawer Black Plastic 16"d x 21.75"w x 2"h *Owner to determine exact quantity needed	Base Bid	Base Bid
<b>Total Group F Base Bid</b>						<b>Total Group F Base Bid</b>

ITEM #	MFGR	QTY	PRODUCT NUMBER	DESCRIPTION	UNIT PURCHASE PRICE	EXTENDED PURCHASE PRICE
G1 Trash Receptacle	Rubbermaid Commercial Products	6	DCR24TSM	Silhouette Series, Trash Receptacle Perforated Steel, Classic Top with round opening 18.5"w x 18.5"d x 32"h With Optional Rigid Plastic Liner 29 Gallon Capacity with Liner With Trash Decal Finish: Silver Metallic	Base Bid	Base Bid
G2 Recycling Receptacle	Rubbermaid Commercial Products	3	DCR24CSM	Silhouette Series, Recycling Receptacle Perforated Steel, Classic Top with round opening 18.5"w x 18.5"d x 32"h With Optional Rigid Plastic Liner 29 Gallon Capacity with Liner With Cans/Bottles Decal Finish: Silver Metallic	Base Bid	Base Bid
G3 Trash Receptacle	Rubbermaid Commercial Products	12	SC18ESM	Silhouette Series, Trash Receptacle Perforated Steel, Flat Top with 8 1/2" hole 18.75"w x 18.75"d x 30"h With Optional Rigid Plastic Liner 29 Gallon Capacity with Liner Finish: Silver Metallic	Base Bid	Base Bid
G4 Trash Receptacle	Rubbermaid Commercial Products	8	SC22ESM	Silhouette Series, Trash Receptacle Perforated Steel, Flat Top with 11 1/2" hole 21.75"w x 21.75"d x 31.5"h With Optional Rigid Plastic Liner 40 Gallon Capacity with Liner Finish: Silver Metallic	Base Bid	Base Bid

G5 Trash Receptacle	Rubbermaid Commercial Products	1	SR14ESM	Silhouette Series, Rectangle Trash Receptacle Perforated Steel, Flat Top with 8.5" rectangle opening 19.5"w x 10"d x 30"h With Optional Rigid Plastic Liner 13 Gallon Capacity with Liner Finish: Silver Metallic	Base Bid	Base Bid
G6 Trash Receptacle	Rubbermaid Commercial Products	8	2957	Large Wastebasket 11"w x 16"d x 20"h Plastic Color: BLA, Black	Base Bid	Base Bid
<i>G7 Alternate Outdoor Receptacle</i>	<i>Rubbermaid Commercial Products</i>	<i>1</i>	<i>R36HT-SBK</i>	<i>Aspen Series Outdoor Trash Receptacle 21" square x 40"h, 29 Gallon Capacity With Galvanized Steel Liner Black powder coat finish</i>	<i>Alternate Bid</i>	<i>Alternate Bid</i>
<b>Total Group G Base Bid (G1-G6)</b>						<b>Total Group G Base Bid</b>
<b>Total Group G With Alternate (G1-G7)</b>						<b>Total Group G Alternate Bid</b>

ITEM #	MFGR	QTY	PRODUCT NUMBER	DESCRIPTION	UNIT PURCHASE PRICE	EXTENDED PURCHASE PRICE
H1 Outdoor Bar Table	Aceray	4	LIDO-9	Lido Series Tilt Bar Height Table 28" square top x 41.5"h Steel Frame/Top Powder Coat Finish: Anthracite	Base Bid	Base Bid
H2 Alternate Outdoor Table	Aceray	4	LIDO-8	Lido Series Tilt Table 32" square top x 29"h Steel Frame/Top Powder Coat Finish: Anthracite	Alternate Bid	Alternate Bid
H3 Alternate Outdoor Barstool	Aceray	8	PRONTO-5	Pronto Series Barstool 21.5"w x 24"d x 32"h Steel Frame with Perforated Steel Seat/Back Powder Coat Finish: Silver	Alternate Bid	Alternate Bid
H4 Alternate Outdoor Chair	Aceray	8	PRONTO-1	Pronto Series Stacking Side Chair 21.5"w x 24"d x 32"h Steel Frame with Perforated Steel Seat/Back Powder Coat Finish: Silver	Alternate Bid	Alternate Bid
<b>Total Group H Base Bid (H1)</b>						<b>Total Group H Base Bid</b>
<b>Total Group H Alternate 1 Including H1 &amp; H3</b>						<b>Total Group H Alternate 1</b>
<b>Total Group H Alternate 2 Including H2 &amp; H4</b>						<b>Total Group H Alternate 2</b>

**LINCOLN UNIVERSITY  
PURCHASING DEPARTMENT**

**TERMS AND CONDITIONS -- INVITATION FOR BID**

**1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in an Invitation for Bid (IFB) 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**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- c. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB 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** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- j. **Invitation for Bid (IFB)** means the solicitation document issued by Lincoln University to potential bidders 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 bid being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid 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 contractor 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 contractor 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 IFB 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/INVITATION FOR BID DOCUMENT**

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise Lincoln University if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from Lincoln University, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by Lincoln University in the IFB 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 bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders 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 IFB is available for viewing and downloading on Lincoln University's Purchasing Department webpage. E-mail notifications will be sent to the potential bidders at the current address maintained on the vendor registration file in Lincoln University's Purchasing Department. Any subsequent amendment to an IFB shall be e-mailed to the same address as the original IFB unless otherwise notified.
- f. Lincoln University reserves the right to officially amend or cancel an IFB after issuance. Such a modification shall be identified as an amendment.

#### **4. PREPARATION OF BIDS**

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer 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 bidder 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 bid. In addition, the bidder 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. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid 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 IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid 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 bidder, if such bidder 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 IFB. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB 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 IFB.
- h. Bids, including all prices therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all 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 bid in order to be considered for award.

#### **5. SUBMISSION OF BIDS**

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

#### **6. BID OPENING**

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. Lincoln University will not provide prices or other bid information via the telephone.
- b. Bids which are not received in Lincoln University Purchasing Department 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 bids may only be opened under extraordinary circumstances.

#### **7. PREFERENCES**

- a. In the evaluation of bids, 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 or 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 bids, 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 bidder and request clarification of the intended bid. The correction shall be incorporated 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 bidder shall be subject to evaluation if deemed by Lincoln University to be in the best interest of Lincoln University.
- c. The bidder 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 IFB, pricing shall be evaluated at the maximum potential financial liability to Lincoln University.

- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, Lincoln University reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, Lincoln University reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. Lincoln University reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, Lincoln University may negotiate for the required supplies.
- g. When evaluating a bid, Lincoln University reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from Lincoln University to the successful bidder. Lincoln University reserves the right to make awards by item, group of items, or an all or none basis. 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. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. Lincoln University reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- l. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- m. The final determination of contract award(s) shall be made by Lincoln University.

## **9. CONTRACT/PURCHASE ORDER**

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) Lincoln University's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- c. A notice of award issued by Lincoln University 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 for Lincoln University, the contractor must receive a properly authorized purchase order.
- 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 representative 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 or modification 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. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. 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 prior 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 IFB.
- 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 state'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 agency 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 state 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 IFB, (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 the state agency, 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 bid 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 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 notice to the 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 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, unless otherwise provided by law. 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, suspension, or debarment by Lincoln University 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. **FILING AND PAYMENT OF TAXES**

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

23. **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.