



**LINCOLN UNIVERSITY
PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL (RFP)**

RFP NO.: B17-1125
TITLE: TELEVISION PROGRAMMING
ISSUE DATE: JANUARY 25, 2017

REQ NO.: N/A
BUYER: DEBRA KIDWELL
PHONE NO.: (573) 681-5415
E-MAIL: KIDWELLD@LINCOLNU.EDU

RETURN PROPOSAL NO LATER THAN: FEBRUARY 8, 2017 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.

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

CONTRACT PERIOD: **Initial contract will be from the date of install to February 28, 2020, or a term as otherwise agreed to. The contract will have the option to be renewed for two additional three-year periods, under the same terms, if it is advisable and advantageous to Lincoln University.**

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) <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	

1.0 INTRODUCTION

1.1 Purpose of Procurement

This RFP (request for competitive proposals) invites contractors to submit proposals to provide TELEVISION PROGRAMMING for The University Wellness and Parks Multipurpose Recreation Center, 1299 Lafayette Street, Jefferson City, Missouri. The Wellness Center is a jointly operated facility by the Curators of Lincoln University of Missouri and the Jefferson City Parks and Recreation Commission, hereafter called the Owner. The Wellness Center is an 80,000 square foot facility containing recreation spaces, office spaces, concession areas, classrooms, exercise spaces, etc., and unfinished space that will be developed in the next few years. The facility is scheduled to open in February, 2017. The desired date for active services is March 1, 2017.

The Owner is interested in reviewing proposals that will design and build a system that will initially accommodate a minimum of 20 televisions and 23 pieces of cardio exercise equipment, with adequate room for additional equipment or televisions in the future. The Owner has already pulled both coax cable and Category 6 cables from the data closet to all of the television and cardio locations. Although there is already hard wiring to the cardio equipment, the contractor may choose to use a wireless system: requirement specifications for the cardio equipment are included as attachment A. The contractor needs to design a system that does not require descrambler boxes or other add-on boxes at the cardio equipment.

Programming costs should reflect options for standard digital channels and optional premium programming. It is the Owners desire to provide the highest quality services to the users while employing the newest technologies available. Contractors with designs employing advanced technology are invited to submit detailed plans proposing how they will utilize the latest delivery systems. This includes, but is not limited to IPTV, satellite, and on demand delivery designs. If the bidder proposes to offer IPTV delivered programming in addition to the standard package, please submit a list of the additional programming available, and the compatibility with the other proposed technology.

The winning contractor shall utilize the computer data center (See attachment B) as the location for the headend equipment to utilize the coax/Category 6 cable that is already in place. The contractor shall provide any signal amplification equipment, off air antenna, digital satellite antennas, and/or interface systems needed for the reception of the video signal to the distributed. If the system is to be delivered by satellite dish, the dish shall be equipped with heaters for reliable operation in the winter; rooftop location for satellite is recommended. If the system is to be delivered from an outside source, the Owner will allow the contractor to use the existing underground conduit system provided there is adequate space therein.

The successful Contractor will also be asked to provide maintenance, service, and support for the installed distribution system. Contractor should indicate the level of maintenance and

service that is included with the costs, and identify any additional maintenance requirements and costs.

1.2 INSPECTION OF FACILITIES:

- 1.2.1 There will be a scheduled walk through the facility at 10:00 am on Tuesday, January 31, 2017 for all contractors to view the facility and familiarize themselves with the project.
- 1.2.2 All attendees are to meet at the EAST entrance to the Wellness Center, 1299 Lafayette St., Jefferson City MO.
- 1.2.3 The purpose of the tour is to allow Proposers an opportunity to inspect the facilities/buildings prior to submitting a proposal. As a result, each Proposer is solely responsible for a prudent and complete personal inspection, examination, and assessment of the work site condition, facilities, and/or any other existing condition, factor, or item that may affect or impact on the performance of service.
- 1.2.4 Please note that the facility is still under construction. Therefore, the building is not accessible at any time other than the time specified in this section.

1.3 Contract and Payment Terms:

- 1.3.1 The Owner would prefer to enter into a financially favorable agreement that is paid via single monthly fee for services for the term specified for this RFP. However, the Owner is amiable to multiple types of agreement terms on payment and term of contract: quotes can be divided into upfront costs and monthly ongoing costs, just monthly cost, or other voluntary alternate contract/payment terms that you wish to propose in response to this RFP.
- 1.3.2 Any/all additional costs or fees must be disclosed as part of any proposal, including any penalties in the event of early cancellation.
- 1.3.3 The Owner reserves the right to select the contract/payment structure that is most advantageous to Owner.
- 1.3.4 Any exceptions to the terms and conditions of this RFP, as well as any proposed alternate form of contract, should be included with the proposal.

1.4 Services: This section identifies all preferences which must be present in the proposal before further consideration will be given.

- 1.4.1 The Contractor shall provide television services to:
 - 1.4.1.1 All television locations shown on attachment B
 - 1.4.1.2 Shall provide television services to all cardio equipment locations shown in Attachment C
 - 1.4.1.3 Adequate space in system for additional services in future
- 1.4.2 The Contractor shall provide a package containing a minimum of ten popular channels; additional channels that can be added at no cost should be identified.

The Owner shall have the sole responsibility to determine the final channel lineup. Channels shall include the following:

1.4.2.1 Local channels – KRCG required

1.4.2.2 News channels – CNN and Fox News required

1.4.2.3 Sports channels – ESPN and Fox sports required

1.4.2.4 Children’s programming – such as Discovery, Nickelodeon, Disney, PBS

1.4.2.5 Music entertainment – such as MTV, VH1, BET, CMT

1.4.2.6 Educational channels - such as Animal Planet, History, Food Network, Travel, Science Channel

1.4.3 The Contractor shall identify the costs to provide the following additional channels, if not available as part of the standard channel offering. These are not required channels, but it is required that an option be given to the Owner for same:

1.4.3.1 Health related channels or streaming source – such as the Yoga channel, please identify those that can be provided.

1.4.3.2 Cost to supply JCTV (Jefferson City Television) as an additional channel

1.4.4 Contractor must provide the cost for additional premium channels, such as NFL network, ESPN channel, SEC network, etc.

1.4.5 Contractor must allow the Owner to change comparable channels based on the needs of Lincoln University and Parks and Recreation at no additional cost or service charge.

1.4.6 Contractor must provide a separate cost for normal maintenance of the system; include response times and identify services provided and what is not provided for the identified cost.

1.4.7 Contractor must identify if the use of a descrambler top box will be required for any services.

1.4.8 If the Contractor plans to employ IP based solutions, the servers must be located in the data room. If an IP based system is suggested, Contractor must indicate if the internet services will be included with the costs, or if the Owner is to provide the internet connection.

1.4.9 Contractor must provide lightning protection if required for installation.

1.4.10 The selected Contractor shall be responsible for all active devices in the distribution system, from the input to the head end to the users jack. Contractor is also responsible for all passive device in the system except for existing conduits. All devices, whether active or passive, shall become the property of the owner upon installation.

1.4.11 Contractor must insure compatibility between the existing infrastructure and any equipment installed, or be prepared to demonstrate why it is equal or superior in performance.

1.4.12 The Contractor shall provide all labor, tool, materials, insurance and incidentals necessary to install the required equipment: such as antennas, cabling, receivers, modulators, amplifiers, etc., for this project. Installation shall include,

but not limited to F.O.B. destination, unloading, uncrating, setting in place, completing hookups, interfaces, etc. All trash, containers, and packing materials shall be properly disposed of by the contractor. Project is to be turn-key, with no additional work by Owner.

- 1.4.13 PREVAILING WAGE: The Bidder agrees to pay not less than the hourly rate of wages as determined by the Department of Labor and Industrial Relations, State of Missouri, in accordance with Section 290.210 - 290.340 as amended RSMo 1978.
- 1.4.14 FEDERAL WORK AUTHORIZATION PROGRAM: The Bidder hereby certifies that all business and/or individuals employed on this project are enrolled in the Federal Work Authorization Program as required by RSMo 285.525 and 285.530 and shall submit the Affidavit of Work Authorization along with this bid as discussed in the specifications.
- 1.4.15 Duties of Contractor:
- 1.4.15.1 The Contractor shall supply sufficient labor, material, plant and equipment and pay when due any laborer, subcontractor or supplier for supplies furnished and otherwise prosecute the work with diligence to prevent work stoppage and insure completion thereof within the time specified. The Contractor shall pay not less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, as determined by the Department of Labor and Industrial Relations of the State of Missouri and as set out in the contract specifications.
- 1.4.15.2 The Contractor and each subcontractor shall submit to the Owner, through the Consultant, such schedules of quantities and costs, progress schedules, payrolls, reports, estimated records and other data as the Owner may request concerning work performed or to be performed under the contract.
- 1.4.15.3 The Contractor shall give access to, upon written request from the Owner, all time cards, material invoices, payrolls, profit and loss statements, and all other direct or indirect costs related to this work.
- 1.4.16 Any annual or otherwise known, rate increases shall be identified, along with the appropriate cost index.
- 1.4.17 The proposed system shall be a digital system throughout. No channel shall be down converted to composite video at any point in the system.
- 1.4.18 Contractor must coordinate the location and mounting of any satellite dish or other outside antenna with the Owner.

1.5 **Contractor's Qualifications:** The Contractor should provide three referrals of projects completed for projects of similar complexity to that of the proposed project. Referrals should contain:

- 1.5.1 Name of Institution
1.5.2 Title and contact name

- 1.5.3 Address of institution
- 1.5.4 Email and phone number of contact person
- 1.5.5 Scope and size of completed projects.

1.6 **Service Requirements:** The Contractor shall provide all necessary maintenance, repair, replacement, and testing unless otherwise identified. Contractor shall provide a list of service levels included with system, including estimated response times, and shall identify all remedies that are available to the Owner in the event of an outage exceeding the agreed upon service levels. Contractor shall provide signed copies of the cable leakage measurements as required to comply with FCC leakage rules.

1.7 **Proposed Solution of Services**

- 1.7.1 The Owner desires a solution that reflects or anticipates the changing environment for delivery of television and other programming. This environment is changing and we expect it to continue to do so. Solutions proposed should show attention to the flexible and varied nature of content and delivery methods that are available now and which will continue to expand and change in the next several years. Solutions proposed should also show attention to the anticipated clientele that will be using this facility.
- 1.7.2 Each proposal should contain a detailed description of how the successful Contractor will provide each of the services outlined in the RFP. Contractor should describe the technical and programmatic features and specifications in distinctly separate sections.
- 1.7.3 Proposal will be evaluated based on price and value of the proposed solution over and above the minimum requirements of this document.
- 1.7.4 Also included in this section:
 - 1.7.4.1 **Channel Selection:** Provide a list of the channels that you are proposing for the Wellness Center, including required channels and the channels that would be recommended.
 - 1.7.4.2 **Customer Service:** Describe in detail the plan to provide customer service and support to the Owner and end user.
 - 1.7.4.3 **Service Level Agreement:** Describe in detail the plan to provide maintenance for the system. Include key performance metrics related to the reliability of the service. Indicate if there are any service fees or license fees that are included or not included in the proposed monthly service fees.
 - 1.7.4.4 **Proposed Solutions Utilizing Set Top Boxes:** Proposals that utilize set top boxes must describe how you propose to manage the set top devices and if they will be used for the cardio equipment (not acceptable to Owner). Also describe if set top boxes would be required for premium

channels, if requested. For all such equipment, include a description of the device that would be used.

- 1.7.4.5 Proposed Solutions Utilizing IP Delivery: Proposed solutions using IP delivery shall include benchmark information for required bandwidth per device. Proposal must also indicate if you plan to run network connections of if you plan to utilize the Owner's network.
- 1.7.4.6 Two-Way Requirements: If the technology proposed requires two way capabilities in the distribution system, the contractor shall furnish the engineering cost, labor, and additional equipment and related devices to implement it.
- 1.7.4.7 Digital Delivery: Describe the method and protocol of digital delivery including premium channels. Describe if the channel lineup will be the same as the delivery for standard digital service. If there is a difference in the lineup, explain the differences and the reasons for the differences.
- 1.7.4.8 Warranty and Service/Maintenance Agreements: Contractor should submit with the proposal a copy of the proposed warranty and service/maintenance agreements, if applicable.
- 1.7.4.9 Installation Schedule: The proposal should include a detailed installation schedule based on all factors outline in the RFP, including a projected completion date. All wiring is completed and the Owner desires to have the TV services installed as soon as possible.

1.8 Evaluation Criteria:

- 1.8.1 Proposals should be as thorough and detailed as possible so that the Owner may properly evaluate your capabilities to provide the required services. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- 1.8.2 Proposal Evaluation: Any contract award resulting from this request shall be made following the evaluation of all proposals which are responsive to the terms, conditions, and provisions of the Request for Proposal. The comparative assessment of the relative benefits and deficiencies of a proposal in relation to the published evaluation criteria will be made using subjective judgment. The Owner will be the sole judge as to the acceptability, for our purposes, of any and all proposals.
 - 1.8.2.1 Cost 70%
 - 1.8.2.2 Method of Performance, Experience and Expertise, References 30%

1.9 Attachments:

- 1.9.1 Attachment A – specifications for cardio equipment

- 1.9.2 Attachment B – Diagrams showing location of data center and television locations
- 1.9.3 Attachment C – diagram of cardio equipment locations
- 1.9.4 Attachment D – Cole County Prevailing Wage Rates
- 1.9.5 Attachment E – Lincoln University Standard Terms and Conditions
- 1.9.6 Attachment F – Terms and Conditions Request for Proposals

1.10 **General Contractual Requirements:**

- 1.10.1 Contract Price: All prices shall be as stated in the contract. The University shall neither pay nor be liable for any costs not specifically identified in the contract. Increases in contract prices for any subsequent term during which the contract is effective shall be limited to the maximum amount, if any, stated in the contract for that period.
- 1.10.2 Contract Documents: The contract between Lincoln University and the Contractor 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 Contractor's response to the RFP, and (4) any additional terms and conditions mutually agreed upon by the parties during the negotiation process. Lincoln University reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor and such written clarification shall govern in the event of a conflict with the applicable requirement(s) stated in either the RFP or the Contractor's response. In all other matters not affected by the written clarification, if any, the RFP shall govern and any inconsistency in the response to the RFP shall be disregarded. The Contractor is cautioned that his/her response shall be subject to acceptance without further clarification.
- 1.10.3 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 Contractor and Lincoln University President and incorporated in a written amendment to the contract approved by Lincoln University prior to the effective date of such modification.
- 1.10.4 Contractor Liabilities: The Contractor shall be responsible for any and all injury or damage as a result of the Contractor's negligence involving any equipment or service provided under the terms and conditions of the contract. In addition to the liability imposed upon the Contractor on account of personal injury (including death), or property damage suffered as a result of the Contractor's negligence, the Contractor assumes the obligation to save Lincoln University, including its agents, employees, and assigns, from every expense (including attorney fees), liability, or payment arising out of such negligent act. The Contractor also agrees to hold Lincoln University, including its agents, employees, and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor under the terms of the contract and to indemnify Lincoln

University for all costs, expenses (including attorney fees), damages and payment.

1.10.5 Assignments:

1.10.5.1 The Contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of Lincoln University.

1.10.5.2 The Contractor shall agree and understand that, in the event Lincoln University consents to a financial assignment of the contract in whole or in part to a third party, any payments made by Lincoln University pursuant to the contract, including all of those payments assigned to the third party, shall be contingent upon the performance of the prime Contractor in accordance with all terms, conditions, and provisions of the contract.

1.10.6 Right to Terminate Contract: Lincoln University reserves the right to terminate the contract at any time for the convenience of Lincoln University, without penalty or recourse by giving the Contractor a written notice of such termination at least thirty (30) calendar days prior to termination. The Contractor 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.

1.10.6.1 Lincoln University reserves the right to officially modify or cancel a RFP after issuance. Such a modification shall be identified as an amendment. Lincoln University reserves the right to interview Contractors before selecting the successful Contractor.

1.10.6.2 In the event that only one bid is received in response to this RFP, Lincoln University reserves the right to negotiate the terms and conditions, including the price, as proposed in the sole Contractor's bid. In addition, as part of such negotiations, the University reserves the right to require supporting cost, pricing and other data from the sole Contractor in order to determine the reasonableness and acceptability of the bid.

1.10.6.3 Lincoln University reserves the right to accept or reject any and all bids without any statement or reason thereof and to waive any non-conformities. Final acceptance shall be subject to the parties entering into a written agreement including the terms thereof.

1.10.7 Independent Contractor: The Contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of Lincoln University, therefore, the Contractor 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 Lincoln 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.

- 1.10.8 Property of Lincoln University: All reports, documentation, and material developed or acquired by the Contractor as a direct requirement specified in the contract shall become the property of Lincoln University.
- 1.10.9 Confidentiality Requirements: The Contractor agrees and understands that all discussions with the Contractor and all information gained by the Contractor as a result of the Contractor'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 the public without the prior written consent of the University. The Contractor must ensure the complete confidentiality of all data/information to which the Contractor has access.
- 1.10.10 Bankruptcy or Insolvency: 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 the University Purchasing Office immediately. Upon learning of the actions identified herein, the University reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.
- 1.10.11 Waiver: The Contractor understands and agrees that failure by the University to require performance by the Contractor of any provision contained herein or in the Contractor's proposal shall not be deemed a continuing waiver of such provision or a waiver of any other provision of the contract.
- 1.10.12 Communications and Notices: Any written notice to the Contractor shall be deemed sufficient when deposited in the United States mail, postage prepaid, or hand-carried and presented to an authorized employee of the Contractor at the Contractor's address as listed on the signature page of the contract or at such address as the Contractor may have requested in writing.
- 1.10.13 Substitution of Personnel: The Contractor agrees and understands that Lincoln 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 Contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written consent of Lincoln University. The Contractor further agrees that any substitution made pursuant to this paragraph shall be by personnel of equal or better qualifications than originally proposed and that Lincoln University's approval of a substitute shall not be construed as an acceptance of the substitute's performance potential.
- 1.10.14 Insurance Requirements: The Contractor shall understand and agree that Lincoln University cannot save and hold harmless and/or indemnify the Contractor or its employees against any liability incurred or arising as a result of

any activity set out in the contract or any activity of the Contractor's employees related to the Contractor's performance under the contract.

1.10.14.1 The Contractor shall acquire and maintain adequate insurance in the form(s) and amount(s) sufficient to protect Lincoln University, its employees, and the general public against any such loss, injury, damage, and/or expense.

1.10.14.2 The Contractor must have and maintain, at the Contractor's expense, adequate liability insurance to protect the University and the general public against any loss, damage and/or expense related to the Contractor's performance under the contract. The insurance coverage shall include, but need not be limited to, the following coverage in the amounts specified. Such insurance must indemnify the University to the fullest extent possible under the laws of the State of Missouri.

1.10.14.2.1 Commercial General Liability Coverage, comprehensive form with the following limits of liability:

Bodily Injury: \$2,000,000 each person
\$2,000,000 aggregate

\$5,000 medical each person

Property Damage: \$2,000,000 each accident

1.10.14.2.2 Automobile Public Liability and Property Damage with the following limits of liability:

Bodily Injury: \$2,000,000 each person
\$2,000,000 each accident

Property Damage: \$2,000,000 each accident

1.10.15 Written evidence of the required insurance coverage must be submitted before or upon award of the contract. Such policy(ies) shall name the Curators of Lincoln University of Missouri, its officers and employees, as additional named insureds and required the insurer to notify the University immediately in the event that the insurance coverage is canceled.

1.10.16 The Contractor understands and agrees that the insurance required under the terms of the contract in no way precludes the Contractor from carrying such other insurance as may be deemed necessary by the Contractor for the operation of the Contractor's business or for the benefit of the Contractor's employees.

1.10.17 Notwithstanding any other provision of the contract to the contrary, no insurance procured by Contractor shall be construed to constitute a waiver of any sovereign immunity as set forth in section 537.600 et seq., MO. REV. STAT., or any other governmental or official immunity, nor provide coverage for any liability or suit for damages which is barred under said doctrines of sovereign, governmental or official immunity available to the University, its Board of Curators, officers or employees, nor constitute waiver of any available defense; and neither shall such insurance provide coverage for any sums other than

those which the University, its Board of Curators, officers or employees may be obligated to pay as damages. The Contractor shall cause all policies of insurance related to this RFP to be endorsed in accord with this subparagraph. The Contractor shall further require the upper limits of coverage of such policies to be adjusted on an annual basis to be at least equal to the limits of liability set forth in section 537.610.2 and 537.610.5, MO. REV. STAT., as amended from time to time.

1.11 Proposal Submission Information:

- 1.11.1 Contractor's Contacts: All questions regarding technical specifications, bid process, etc., must be directed to Debra Kidwell, Director of Purchasing at 573.681.5415 or by email at kidwelld@lincolnu.edu. Questions should be submitted in writing and received not later than one (1) week prior to the bid closing date.
- 1.11.2 Clarification of Requirements: It is the intent and purpose of Lincoln University that this request permits competitive bidding. It shall be the Contractor's responsibility to advise Lincoln University, at the address noted on page one of the 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 Lincoln University Purchasing Department not later than one (1) week prior to the bid closing date. A review of such notifications will be made.
- 1.11.3 Submission of Proposals:
- 1.11.3.1 Proposals must be priced, signed, 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.
- 1.11.3.2 The Contractor must respond to this RFP by submitting all data required herein in order for his/her response to be evaluated and considered for award. The Contractor is cautioned that it is the Contractor's sole responsibility to submit information related to the evaluation categories and that Lincoln University is under no obligation to solicit such information if it is not included with the bid. The Contractor's failure to submit such information may cause an adverse impact on the evaluation of the bid.
- 1.11.4 Open Records Law: The Contractor is hereby advised that, upon completion of the evaluation process, all proposals and associated documentation will be made public pursuant to the Open 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.

- 1.11.5 Official Position: The Contractor is advised that the official position of the University is that position which is stated in writing and issued by the Purchasing Office 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 or statement.
- 1.11.6 Contractor's Responsibility: The Contractor is cautioned that it is the Contractor's sole responsibility to submit information related to the evaluation categories included herein and that the University is under no obligation to solicit such information if it is not included as part of the Contractor's proposal. Failure to submit such information may cause an adverse impact on the evaluation of the Contractor's proposal.
- 1.11.7 Negotiation: The University reserves the right to negotiate with selected Contractors if deemed necessary and in the best interests of the University. Contractors are cautioned, however, that an award decision may be made without negotiation, based on the prices and terms of a Contractor's original proposal.
- 1.11.8 Errors/Omissions: The Contractor shall be solely responsible for errors or omissions in the Contractor's proposal. Contractors may not revise or withdraw submitted proposals after the stated time and date for the receipt of proposals. Revisions to the Contractor's original proposal will only be allowed if specifically requested by the University as part of the negotiation process.
- 1.11.9 Conformity with Specifications: Any deviations from the requirements of this Request for Proposal must be set forth in detail as part of the Contractor's proposal. The University may, at its sole discretion, waive minor informalities or irregularities that do not materially affect the overall proposal.
- 1.11.10 Specification Interpretation: In the event of a difference of opinion between the Contractor and the University as to the meaning of any provision in these specifications, the decision of the University shall be final and without recourse.
- 1.11.11 Contract Award:
 - 1.11.11.1 Any contract award resulting from this RFP will be made only by written authorization from the University's Purchasing Office and shall be subject to approval by the President of Lincoln University and/or the University's Board of Curators. The University reserves the right to not award a contract if deemed in the best interests of the University.
 - 1.11.11.2 The award shall be made to the responsible Contractor whose proposal is determined to be the most advantageous to the University based on the evaluation factors described in the RFP. Price, although a consideration, may not be the sole determining factor.
- 1.11.12 Discussions/Negotiations: Lincoln University reserves the right to conduct discussions with Contractors, and to accept revisions of proposals, and to

negotiate price changes at the sole discretion of the University. During this discussion period, LU will not disclose any information regarding proposal submittals. Upon the execution of a contract, the proposals will become public record and contents will be disclosed upon request.

- 1.11.13 Pricing Requirements: The Contractor must provide pricing information as specified on the Pricing Page of this Request for Proposal. Any cost and/or pricing data submitted by the Contractor or related to the Contractor's proposal shall be subject to evaluation if deemed in the best interests of the University. Percentages of increase quoted for renewal periods will also be considered.
- 1.11.14 Proposed Method of Performance: Proposals will be evaluated based on the Contractor's distinctive plan for performing the requirements of this RFP, including the availability of personnel to provide the required services. Therefore, the Contractor should present a written narrative that demonstrates the method or manner in which the Contractor proposes to satisfy the requirements of the Scope of Work. The language of the narrative should be straightforward and should be limited to facts, solutions to problems, and plans of proposed action.

PRICING PAGE

**Estimated installation date is the contractor's best estimate of installation assuming the Owner authorizes service no later than February 14, 2017. If the estimated installation date is beyond March 1st, the Owner is requesting costs to expedite the installation. The Owner will determine, at its sole option, whether or not to incur any costs for expedited installation.*

BASE BID:**Contract Term: Date of Install to February 28, 2020****Payment Plan: no upfront charges, monthly fee**

Recurring fees:	\$_____ per month
Other fees, if applicable:	\$_____ per _____
	\$_____ per _____
	\$_____ per _____
Amortization amount, if applicable:	\$_____
Estimated installation date:	_____
Cost to install by March 1, 2017*:	_____

ALTERNATE BID #1:**Contract Term: Date of Install to February 28, 2020****Payment Plan: upfront charges, monthly fee**

Upfront fees (one-time charges):	\$_____
Recurring fees:	\$_____ per month
Other fees, if applicable:	\$_____ per _____
	\$_____ per _____
	\$_____ per _____
Estimated installation date:	_____
Cost to install by March 1, 2017*:	_____

ALTERNATE BID #2:

Contract Term: Date of Install to February 28, 2022

Payment Plan: no upfront charges, monthly fee

Recurring fees: \$_____ per month

Other fees, if applicable: \$_____ per _____

\$_____ per _____

\$_____ per _____

Amortization amount, if applicable: \$_____

Estimated installation date: _____

Cost to install by March 1, 2017*: _____

ALTERNATE BID #3:

Contract Term: Date of Install to February 28, 2022

Payment Plan: upfront charges, monthly fee

Upfront fees (one-time charges): \$_____

Recurring fees: \$_____ per month

Other fees, if applicable: \$_____ per _____

\$_____ per _____

\$_____ per _____

Estimated installation date: _____

Cost to install by March 1, 2017*: _____

ALTERNATE BID #4 et al (this section may be replicated as desired):

Contract Term, contractor specified: _____

Payment Plan, contractor specified: _____

Upfront fees (one-time charges), if applicable: \$ _____

Recurring fees: \$ _____ per _____

Other fees, if applicable: \$ _____ per _____

\$ _____ per _____

\$ _____ per _____

\$ _____ per _____

Amortization amount, if applicable: \$ _____

Estimated installation date: _____

Cost to install by March 1, 2017*: _____

FUTURE INSTALLATIONS/SERVICES IN WELLNESS CENTER:

Basement Level: The lowest level of the facility has been left unfinished at the time of the initial construction, but will be completed soon thereafter. This area will be used for locker rooms and coaches offices for two different sports. It is anticipated that construction will begin during the first year of occupancy, 2017, and that two to four additional television locations could be added when completed. Owner will install coax and/or category 6 cables as part of the renovation. Cables will be home-run to the main data closet. It is expected that these services would be rolled into and be coterminous with the overall contract awarded for the Wellness Center.

Identify the impact to the costs above should these services be added to the contract:

REFERENCES:

(Institution, Contact name, contact email, contact phone #, project description)

1. _____

2. _____

3. _____

ATTACHMENT A – SPECS FOR CARDIO EQUIPMENT



Visioweb & Unity Digital Platform Displays
(Standard Cable/Satellite Analog TV Signal)

- Excite units with a Visio monitor require a video output from the client source (Cable/Dish/DVD/VCR/Antenna) available at each unit.
- Client is responsible for the entire video network including, but not limited to, all cables, hardware and signal strength.
- It is the responsibility of the client to run coaxial cable from the video source to the machine to provide a video signal at each unit. All video outlets/cables must be functional the day before the delivery.
- For the best picture a TV signal strength of -50 dbm (59 dBuV) (-1 dBmV) is required at each cable end.
- For Cable/Dish digital signals, a convertor device may be needed to provide the correct signal. This is based on individual provider requirements.

IMPORTANT: If for any reason, the electrical requirements, video source / cabling, and internet connection are not available at the time of installation, the client will be responsible for any additional installation charges associated with the return visits

Visioweb & Unity Digital Platform Displays
Digital Cable/Satellite TV

In conjunction with the FCC mandated “over the air” analog to digital broadcast change many cable companies have implemented their own digital transition. This will affect fitness facilities with standard cable packages; some standard cable providers will continue to provide analog cable TV signals for many years, while others have already transitioned to digital. Please check with your local cable provider for details on their analog service end date and if cable set-top boxes (STB) or a “headend” system will be necessary. Cable companies were not mandated by the FCC to transition to digital, so their time line varies widely by region.

WHAT KEY INFORMATION SHOULD I KNOW BEFORE CONTACTING A TELEVISION SERVICE PROVIDER?

1. You should know the number of televisions that you want or have and the types of signals they are able to receive.
2. You should know the number of channels you would like each television to receive. Limiting channel options may result in cost savings.
3. You should work with the business division of a cable service provider to be certain that they understand your needs.

		TYPES OF TV SERVICE AVAILABLE					
TUNER		ANALOG OVER-THE-AIR	DIGITAL OVER-THE-AIR	ANALOG CABLE*	CLEAR DIGITAL	ENCRYPTED DIGITAL CABLE	ENCRYPTED SATELLITE
All Excite Cardio with Digital Platforms	Analog and Digital NTSC/ATSC/QAM**	YES	YES	YES	YES**	YES - With Headend solution below	YES - With Headend solution below

*Check with your cable provider for details on their analog service end date.

** Software Upgrade to QAM on older Visio units are available.

Initials: _____



HEADEND SYSTEM FOR ENCRYPTED SIGNALS

Many cable companies now offer a Headend solution for their business clientele. Satellite companies have been providing this for years. The system (usually a rack system) takes the encrypted signal, decodes it, and provides each cardio unit with a signal that can be used without a provider box at each location. This will allow the use of the touch screen TV controls on the Visio LCD's **Please contact your television service provider for more details.**

IMPORTANT: If, for any reason, the electrical requirements, video source/cabling, and internet connection are not available at the time of installation, the client will be responsible for additional installation charges associated with the return visits.

Visioweb & Unity Digital Platform Displays

The customer is responsible for installing and configuring server computers, basic software (OS), Network, basic network hardware, Switch, Router, firewall and wireless network) The Internet must be on a private Network and active at all times.

		max #equipment units					
		5	10	20	40	60	100
MINIMUM requirements⁽²⁾ (eg. webpages, Facebook, etc)	local network	WiFi ⁽¹⁾ or Wired	WiFi ⁽¹⁾ or Wired	WiFi ⁽¹⁾ or Wired	WiFi ⁽¹⁾ or Wired	WiFi ⁽¹⁾ or Wired	WiFi ⁽¹⁾ or Wired
	internet connection	>1 Mbps	>1 Mbps	>2 Mbps	>2 Mbps	>4 Mbps	>5 Mbps
	local server	not necessary	professional router ⁽³⁾	professional router ⁽³⁾	professional router ⁽³⁾	professional router ⁽³⁾	professional router ⁽³⁾
TARGET requirements⁽⁴⁾	local network	WiFi ⁽¹⁾ or Wired	WiFi ⁽¹⁾ or Wired	WiFi ⁽¹⁾ or Wired	WiFi ⁽¹⁾ or Wired	WiFi ⁽¹⁾ or Wired	WiFi ⁽¹⁾ or Wired
	internet connection	>2 Mbps	>2 Mbps	>4 Mbps	>4 Mbps	>5 Mbps	>7 Mbps
	local server	not necessary	professional router ⁽³⁾	professional router ⁽³⁾	professional router ⁽³⁾	professional router ⁽³⁾	professional router ⁽³⁾

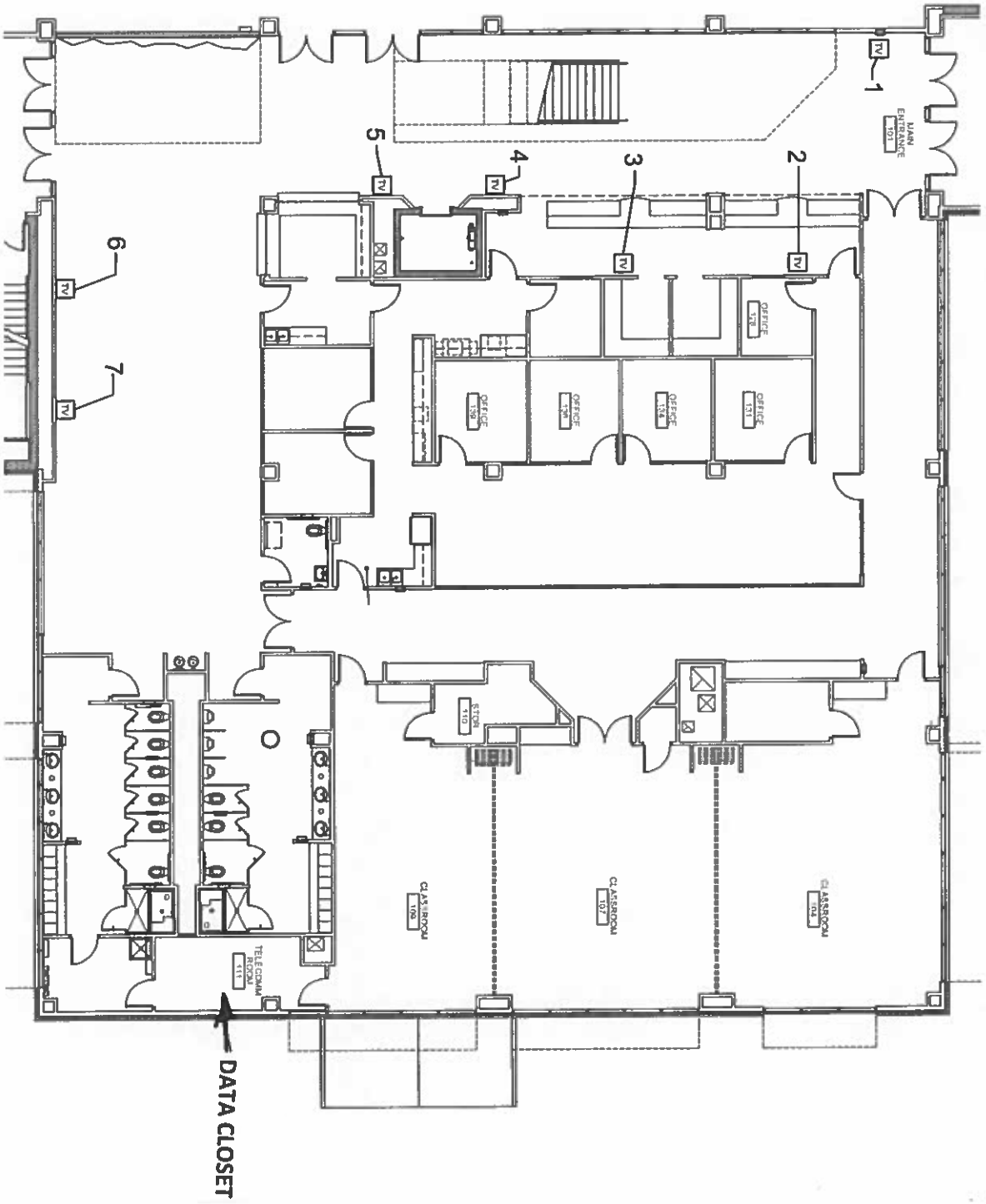
The above table illustrates the infrastructure requirements (minimum and target) based on the number of installed cardio units.

Notes:

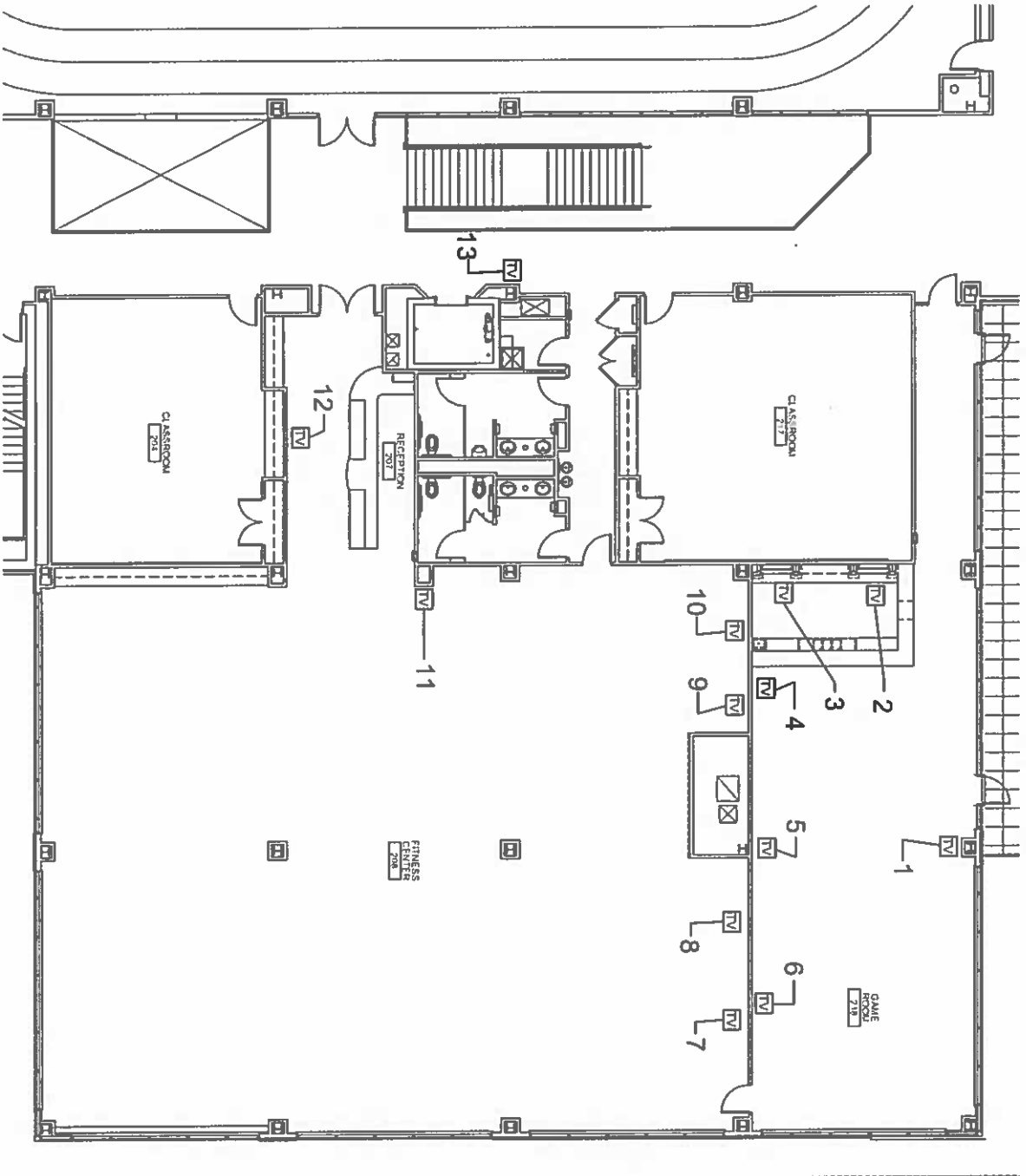
- One standard/ commercial Wi-Fi access point for no more than 6 units. One professional WiFi access point for no more than 20 units or more (see datasheet of professional access point).
- Minimal requirements are for 2-3 units using WEB at the same time with basic quality of service.
- Professional router must be sized properly to serve the number of connections, including streaming video, YouTube SD, etc.

Initials: _____

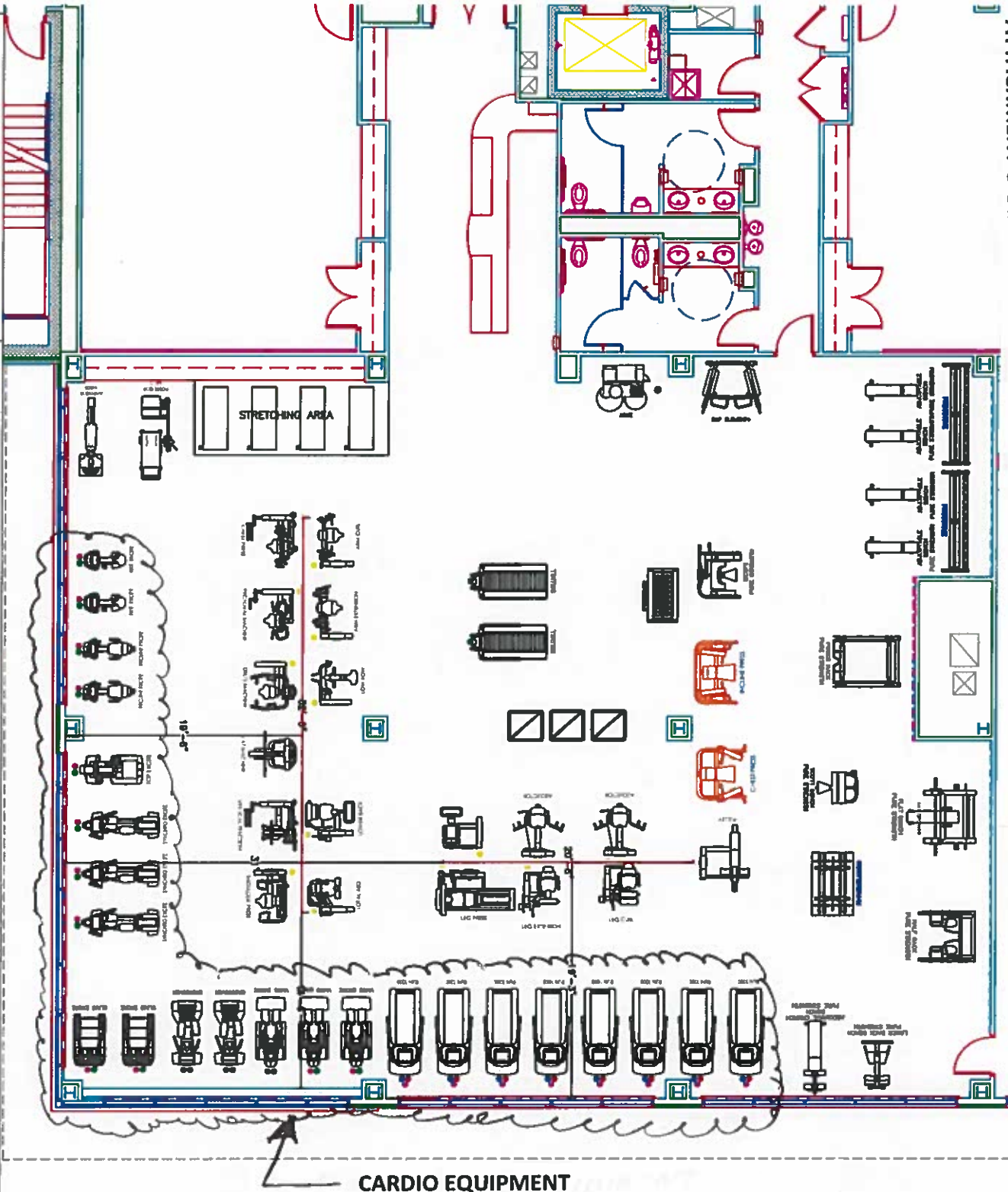
ATTACHMENT B-1 DIAGRAM OF DATA CLOSET AND TV LOCATIONS- GROUND FLOOR



ATTACHMENT B-2 DIAGRAM OF TV LOCATIONS- UPPER FLOOR



ATTACHMENT C DIAGRAM OF CARDIO EQUIPMENT LOCATIONS - UPPER FLOOR



Lincoln University

- 220 VAC 20 AMP 60 HERTZ NEUA 8-20R
 - 110 VAC 20 AMP 60 HERTZ NEUA 5-20R
 - COAXIAL FOR CABLE/SATELLITE AND CAT 8 FOR DATA AND/OR FIBER
 - 120 VAC 15 AMP 50-60 HERTZ NEUA 5-15R
 - 120 VAC 15 AMP 50-60 HERTZ NEUA 5-15R
- EACH TREATMENT REQUIRES ITS OWN INDIVIDUAL BRANCH CIRCUIT WITH THE HOT, NEUTRAL, AND GROUND WIRES RUN TO THE ELECTRICAL PANEL.
- PLACEMENT OF THESE ARE FOR THE ORIGINAL 50 CONTROLS FOR SECTION OR ELEMENT

SCALE: To Fit

REV: C2

PROJECT NO.: TGRH15747

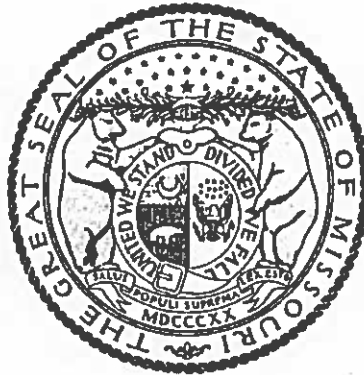
10.13.16

CARDIO EQUIPMENT

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 23

Section 026
COLE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2016

Last Date Objections May Be Filed: April 11, 2016

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.36	55	60	\$21.41
Boilermaker			\$32.76	126	7	\$30.10
Bricklayer and Stone Mason			\$29.26	59	7	\$16.91
Carpenter	6/16		\$25.16	60	15	\$16.10
Cement Mason			\$27.55	9	3	\$12.20
Communication Technician	6/16		\$31.80	28	7	\$12.90 + 13%
Electrician (Inside Wireman)	6/16		\$31.80	28	7	\$12.90 + 13%
Electrician (Outside-Line Construction)\Lineman)	9/16		\$43.75	43	45	\$5.25 + 36%
Lineman Operator	9/16		\$37.73	43	45	\$5.25 + 36%
Groundman	9/16		\$29.11	43	45	\$5.25 + 36%
Elevator Constructor		a	\$46.04	26	54	\$31.645
Glazier			\$33.40	87	31	\$23.55
Ironworker			\$28.41	11	8	\$24.04
Laborer (Building):						
General			\$22.36	42	44	\$13.19
First Semi-Skilled			\$24.36	42	44	\$13.19
Second Semi-Skilled			\$23.36	42	44	\$13.19
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/16		\$25.04	60	15	\$16.10
Marble Mason			\$21.66	124	74	\$12.68
Marble Finisher			\$14.14	124	74	\$9.08
Millwright	6/16		\$26.16	60	15	\$16.10
Operating Engineer						
Group I	6/16		\$28.86	86	66	\$24.98
Group II	6/16		\$28.86	86	66	\$24.98
Group III	6/16		\$27.61	86	66	\$24.98
Group III-A	6/16		\$28.86	86	66	\$24.98
Group IV	6/16		\$26.63	86	66	\$24.98
Group V	6/16		\$29.56	86	66	\$24.98
Painter	6/16		\$23.24	18	7	\$11.78
Pile Driver	6/16		\$26.16	60	15	\$16.10
Pipe Fitter	7/16	b	\$38.00	91	69	\$26.93
Plasterer			\$26.09	94	5	\$12.25
Plumber	7/16	b	\$38.00	91	69	\$26.93
Roofer \ Waterproofer			\$29.30	12	4	\$14.87
Sheet Metal Worker	7/16		\$31.34	40	23	\$17.04
Sprinkler Fitter - Fire Protection	7/16		\$33.49	33	19	\$19.45
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$18.68	124	74	\$14.38
Tile Setter			\$21.66	124	74	\$12.68
Tile Finisher			\$14.14	124	74	\$9.08
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%
 **b - All work over \$7 Million Total Mechanical Contract - \$38.00, Fringes - \$26.93
 All work under \$7 Million Total Mechanical Contract - \$36.66, Fringes - \$21.49

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/16	\$29.45	23	16	\$16.10
Electrician (Outside-Line Construction)\Lineman)	9/16	\$43.75	9	12	\$5.25 + 36%
Lineman Operator	9/16	\$37.73	9	12	\$5.25 + 36%
Lineman - Tree Trimmer		\$24.15	32	31	\$9.98 + 3%
Groundman	9/16	\$29.11	9	12	\$5.25 + 36%
Groundman - Tree Trimmer		\$17.84	32	31	\$7.50 + 3%
Laborer					
General Laborer	6/16	\$27.96	2	4	\$13.17
Skilled Laborer	6/16	\$27.96	2	4	\$13.17
Millwright	6/16	\$30.83	23	16	\$16.10
Operating Engineer					
Group I	6/16	\$27.94	21	5	\$24.87
Group II	6/16	\$27.59	21	5	\$24.87
Group III	6/16	\$27.39	21	5	\$24.87
Group IV	6/16	\$23.74	21	5	\$24.87
Oiler-Driver	6/16	\$23.74	21	5	\$24.87
Pile Driver	6/16	\$30.83	23	16	\$16.10
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/16	\$29.27	25	21	\$12.45
Group II	6/16	\$29.43	25	21	\$12.45
Group III	6/16	\$29.42	25	21	\$12.45
Group IV	6/16	\$29.54	25	21	\$12.45

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

Attachment E

LINCOLN UNIVERSITY STANDARD TERMS AND CONDITIONS

Lincoln University and _____ (“Provider”) hereby enter into the agreement set out below making the following modifications to the Contract contemporaneously entered into by the parties. The provisions of this document (“Agreement”) shall control over all other contract documents. Any provisions contained in any other contract documents which are inconsistent with this Agreement shall be disregarded and shall be of no force or effect. The provisions of this Agreement shall serve as the primary guide to interpret and apply any ambiguities regarding the Contract.

1. The legal name of Lincoln University is the “Curators of Lincoln University of Missouri.” (“Lincoln University” or “University”) and all references in all documents to Lincoln University shall be construed as referring to the University’s legal name. It was created and is governed by the provisions of Chapter 175 RSMo. It is an institution of higher education of the state of Missouri. As such, it is a tax-exempt organization but it is not a 501(c)3 corporation.
2. The University’s legal existence, powers and limitations are prescribed by Missouri state law and Rules and Regulations adopted by the Board of Curators which may have the force of law. Consequently,
 - a. only the President of the University has the power to sign contracts on behalf of the University, and contracts over \$150,000.00 require Board of Curators approval;
 - b. the Contract shall be governed by Missouri law (without regard to its choice of law provisions);
 - c. any lawsuit arising from or related to the Contract shall be filed in the circuit court of Cole County;
 - d. the University does not agree contractually to defend, indemnify or make contribution to any person or organization;
 - e. the University does not warrant anything; and
 - f. documents in the possession of, or available to the Curators of Lincoln University of Missouri are available to the public under the provisions of Chapter 610 RSMo. unless exempted by section 610.021 RSMo., or some other applicable law, therefore, any agreement by the University to keep any documents or information confidential is subject to and limited by applicable law.
3. Lincoln University does not purchase liability insurance and it is not technically self-insured. It is protected by the State Legal Expense Fund, section 105.711, *et. seq.* RSMo. Since the protections provided are imposed by statute, the University cannot add an additional insured, modify the applicable limits, require notification of cancellation or modification, waive subrogation rights, add endorsements, agree to primary coverage nor change any of the other statutory provisions. The parties agree that the protections of the

State Legal Expense Fund are accepted in lieu of all liability insurance requirements stated in the Contract.

4. Lincoln University's workers compensation coverage is provided pursuant to section 105.800, *et. seq.* RSMo. Supp. 2006. The parties accept such coverage as satisfaction of the University's obligation to provide workers compensation insurance.
5. It is understood and agreed between the parties that Missouri law prohibits the incurring of debt beyond the current year except in very limited circumstances. Consequently, the Contract between the parties, and the University's performance of its obligations under the Contract, are contingent upon the yearly availability and the Board of Curators appropriation of funds sufficient to pay the amounts coming due each year. In the event sufficient funds are not appropriated by the Board of Curators ("Event of Non-appropriation"), to fund its obligations for any specific year, it shall notify Provider of that fact. When the funded portion of the Contract is completed, the University shall cease use of the contractual services or products and make the products available to Provider for pickup. The University shall have no further obligation under the Contract nor liability for its termination. If the Contract ends because of an Event of Non-appropriation, University will not contract with any other provider prior to the original expiration date of the Contract, for the same products or services as those provided pursuant to the Contract.
6. Notwithstanding any statements to the contrary, the University does not consent to federal court jurisdiction nor to the jurisdiction of any state or regulatory agency.
7. Disputes arising from the Contract will be resolved in court rather than arbitration unless arbitration is required by law.
8. If, despite the provisions of this agreement to the contrary, the University shall be legally obligated to indemnify or make contribution to any person or entity (at common law or otherwise) it shall nevertheless not be obligated to contribute, indemnify or hold Provider harmless from any claims which would have been barred by sovereign immunity, Eleventh Amendment immunity or any other legal or equitable defense if the claim had been brought against the University directly by the party making the claim which resulted in the obligation. By way of illustration, the University shall not be required to indemnify for a judgment arising from a suit for negligence because such claim would have been barred by the University's sovereign immunity if it had been brought directly against the University by the injured party. Neither the Contract nor this Agreement shall be construed as any waiver of the immunities and defenses available to the University and shall not be construed or applied so that the result is the University being required to pay a claim, whether it be to the claimant or to Provider, which the University would not have had to pay in the absence of this agreement.

9. Notwithstanding any other provision or law to the contrary, the maximum amount to be paid by the University, on any and all claims arising from or relating to this agreement, and its performance shall not exceed the amount of money to be paid to the University under this contract, or \$10,000.00, whichever is greater.

The parties hereby indicate their assent to the provisions of this Agreement by and through their authorized representatives' signatures below.

Curators of Lincoln University of Missouri

By: _____
Kevin D. Rome, President
Lincoln University of Missouri

Date: _____

Provider

By:
Authorized Representative

Name and Title (Printed)

Date: _____

**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 applies** to forms which are included with an RFP for the offeror to complete and return with the sealed proposal **prior to** the 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 offeror 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 an 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.