



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

RFP NO.: B19-1150
TITLE: PHYSICIAN &/OR NURSE PRACTITIONER SERVICES
ISSUE DATE: AUGUST 2, 2018

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

RETURN PROPOSAL NO LATER THAN: AUGUST 16, 2018 AT 3 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: OCTOBER 1, 2018 THROUGH JUNE 30, 2019 WITH THE OPTION TO RENEW THE CONTRACT FOR FOUR (4) ADDITIONAL ONE YEAR PERIODS.

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

This document, referred to as a Request for Proposal (RFP), is divided into the following parts for the convenience of the respondent:

PART ONE: INTRODUCTION AND GENERAL INFORMATION 3
PART TWO: SCOPE OF WORK..... 4
PART THREE: GENERAL PROPOSAL REQUIREMENTS 7
PART FOUR: GENERAL CONTRACTUALLANGUAGE..... 9
PRICING PAGE 12

ATTACHMENT: **TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

PART ONE: INTRODUCTION AND GENERAL INFORMATION

1. **Introduction:** This document constitutes a request for competitive sealed proposals from qualified individuals and organizations to provide Physician Services and/or Nurse Practitioner Services for Lincoln University (herein referred to as "the University" and also "LU") in accordance with the requirements, terms and conditions of this Request for Proposal (RFP).
2. **Purpose/Objective:** The purpose of this RFP is to establish a contract with qualified individual(s) or groups to provide medical services to Lincoln University's student body.
3. **About Lincoln**
 - a. Lincoln University (www.lincolnu.edu) is a state funded school with over 3,000 students and 450 employees.
 - b. Lincoln University was founded in 1866 by the men of the 62nd and 65th United States Colored Infantries and their white officers, for the special benefit of freed African Americans. Today, Lincoln University's role in the education of Missourians and others and its service to stakeholders throughout the state, the nation, and across the globe is well recognized. Lincoln University continues to serve the needs of its diverse student body through a tradition of offering innovative programs that makes the college experience special.
 - c. **Mission Statement:** Lincoln University of Missouri is a historically black, 1890 land-grant, public, comprehensive institution that provides excellent educational opportunities including theoretical and applied learning experiences to a diverse population within a nurturing, student-centered environment.
4. **LU Student Health Center Mission Statement:**

The Lincoln University Student Health Center is committed to the delivery of high quality health services and programs which prevent, promote, and provide healthcare for student, faculty and staff that further the goals of higher education and reach a diverse group of students. The efforts of the Student Health Center promote healthy students who are more successful in their academic objectives, contribute to the core values of Lincoln University and are more prepared to assume the responsibility for their future health decisions.

We will provide comprehensive health care, including primary and referral services, coordinate health education, and provide medical information so that students are more prepared to become responsible health care consumers.

PART TWO: SCOPE OF WORK**1. SCHEDULE:**

- a. The respondent shall provide physician services and/or, nurse practitioners necessary to manage "sick call" coverage for a minimum of five (5) hours per week. It is preferred that more hours be offered and that coverage be available each day of the week (Monday through Friday). Afternoon coverage would also be desirable. Each proposer should include a proposed schedule with their response (multiple schedules with differing hours and pricing can be provided). The summer session will require physician coverage for a minimum of one (1) hour per working day. It is preferred that more hours be offered and that coverage be available each day of the week. The physician/nurse practitioner will be available for electronic or telephone consultation from student health nursing staff from 8:00am to 5:00 pm Monday through Friday during the spring and fall semesters and Monday through Thursday during the summer semester.
- b. The University currently closes for the following holidays, and no services are required.
 - Independence Day
 - Labor Day
 - Thanksgiving (Thursday and Friday)
 - Christmas through New Year's Day
 - Martin Luther King's Birthday
 - Lincoln's Birthday
 - Memorial Day
- c. The University has reduced staffing and no classes during the following times. On-site services are not required, but electronic consultation needs to be available.
 - Spring Recess (one week in March)
 - Free Day (April)
 - Homecoming (Friday)
 - Semester Breaks (period between each semester)
- d. Any proposed changes to the hours must be approved by the University a minimum of thirty (30) days in advance prior to the change.

2. **COVERING PHYSICIAN:** The covering physician shall provide medical coverage for Student Health Services during the scheduled times mutually agreed upon by both parties. Lincoln University may coordinate with the physician's office to have students seen at the physician's clinic one of the days of sick call during extended breaks, such as winter break. The allocation of appointments for students at the physician's clinic shall not exceed the scheduled time mutually agreed upon for that particular day. It shall be Lincoln University responsibility to continue the billing processes even when the students are seen at the physician's clinic. Students will not be charged for these visits. He/she shall be available throughout the day for telephone consultation with the student health services nursing staff. In the event of physician absence due to illness, vacation, or continuing education, the respondent is responsible for a replacement physician and or nurse practitioner.

3. **COMMUNICATION:** The respondent agrees to provide HIPPA compliant electronic

communication devices that will be used to receive information from Lincoln University Student Health Center during normal hours of operation. At this time, the University can only receive information via fax or phone, as we do not have HIPPA compliant e-mail communication. If at some point in the future, this option becomes available we would anticipate moving to e-mail communication.

4. PROGRAMS

- a. The respondent shall work cooperatively with University officials in the development and improvement of the Student Health Center programs, services and policies.
- b. The respondent shall provide educational and outreach services for the student body a minimum of twice yearly, once during the fall semester and once during the spring semester. The contents and dates should be mutually agreed upon between the respondent and the student health nursing staff. Presently the Director of Student Health Services develops policies and procedures and the physician will review. The physician can make recommendations to improve or add services to the director and if financial resources are available the improvements or additions may be implemented. Currently the physicians review the policy and procedures during down time during clinic hours.

5. LICENSING: The respondent must be licensed in the State of Missouri and approved by the Missouri State Pharmacy Board. The respondent must adhere to all federal, state and local rules and regulations

6. CLINICAL:

- a. The respondent shall provide necessary primary medical services, normally associated with a university student health care facility. The services provided shall meet the standards of care stipulated by the American College Health Association as outlined in *Recommended Standards for a College Health Program* published in 1991 and be sufficient to maintain accreditation by AAAHC, as well as community standards of practice. Lincoln University will meet any measurements as required by AAAHC.
- b. The respondent, during his/her tenure may at his/her discretion; introduce other medical or clinical services with approval from Lincoln University.

7. EDUCATIONAL:

- a. The respondent shall provide health education to each patient, as appropriate, communicate health education opportunities campus wide and shall participate in the University's outreach, prevention and health education. This can be done during clinic hours, after hours in the residence halls or the Student Union, etc.
- b. The respondent shall maintain and continually seek opportunities for academic connections and integrate programs in line with Lincoln University mission, goals and values.

8. SANITATION:

- a. The respondent shall be responsible for depositing refuse in the designated containers for proper disposal according to OSHA guidelines. Lincoln University will pick up trash

- daily.
- b. Lincoln University shall be responsible for cleaning the Student Health Services facility, including the exam rooms, laboratory, and medication room on a rotating deep clean schedule mutually agreed upon by the Student Health Services nursing staff and Lincoln University Building and Grounds department.
9. LU Student Health Services Sick Call Procedures:
- a. Students must arrive during scheduled sick call times as mutually agreed upon between Lincoln University and the provider. Students must be signed in on the patient register log 30 minutes prior to the end of the scheduled time to be able to see the physician and/or nurse practitioner.
 - b. The student's illness will be assessed by the Student Health Services nursing staff before the student is seen by the physician.
 - c. Students requiring medical care after the sick call hours will be seen by the Student Health Services nursing staff, who will instruct them where and when to seek medical attention and in consideration of their type of health insurance plan and the presence of a potential Primary Care Physician.
10. Lincoln University:
- a. Lincoln University shall be responsible for the cost of and ordering of all non-scheduled medications requested by the respondent for use at the Student Health Services facility which include commonly prescribed medication, (selected over-the-counter, pre-packaged drugs to be specified by formulary).
 - b. Lincoln University shall provide staff for the Student Health Services facility who will be responsible for the following:
 - i. Patient admission and registration
 - ii. Furnish specifications for securing bids for student health/accident insurance
 - iii. Maintaining student health services budget
 - c. Lincoln University shall provide personnel to perform nursing and clerical duties such as assisting physician during sick call, tracking of patients, reporting on major health indicators, and business office functions.
 - d. LU reserves the option to utilize physician or nurse practitioner services on a voluntary basis to accommodate extended hours, if available. This would include volunteer physicians or nurse practitioners that may work for the contracted entity.

PART THREE: GENERAL PROPOSAL REQUIREMENTS

1. Respondent's Contacts: All questions regarding technical specifications, bid process, etc., must be directed to Debra Kidwell by email to kidwelld@lincolnu.edu.
2. Clarification of Requirements: It is the intent and purpose of Lincoln University that this request permits competitive bidding. It shall be the respondent'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 ten (10) days prior to the bid closing date. A review of such notifications will be made.
3. Submission of Proposals:
 - a. Proposals are to be priced, signed, sealed and returned (with all necessary attachments) to Lincoln University by the closing date and time as stated on page one. Any form containing a signature line must be manually signed and returned as part of the proposal. Any proposal received by the Purchasing Department after the exact closing date and time specified shall not be opened and shall not be evaluated regardless of the reason and mitigating circumstances related to its lateness or degree of lateness. A facsimile transmission or electronic transmission is not an acceptable response to this RFP shall not be accepted.
 - b. Lincoln University does not plan to have a pre-bid conference; however, to request a tour of the facilities, or questions and/or clarifications, submit requests to kidwelld@lincolnu.edu. All inquiries must reach the University's purchasing department on or before March 12, 2013.
 - c. The respondent 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 respondent is cautioned that it is the respondent'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 respondent's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
 - d. Any apparent clerical error may be corrected by the respondent before the contract award. Upon discovering an apparent clerical error, Lincoln University shall contact the respondent 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.
 - e. Any pricing information submitted by a respondent must be disclosed on the pricing page(s) as designated in this RFP. Any pricing information which appears elsewhere in the respondent's proposal shall not be considered by Lincoln University.
4. Evaluation Process:
 - a. Awards shall only be made to the respondent(s) whose proposal(s) complies with all mandatory specifications and requirements of the RFP. Lincoln University reserves the right to evaluate all proposals and based upon that evaluation to limit the number of contract awards or reject all proposals.
 - b. After determining that a proposal satisfies the mandatory requirements stated in the RFP, the comparative assessment of the relative benefits and deficiencies of the

proposal in relation to the published evaluation criteria shall be made. Lincoln University reserves the right to consider historic information and fact, whether gained from the respondent's proposal, question and answer conference, references, site visits or any other source, in the evaluation process. The award(s) of a contract resulting from this RFP shall be based on the lowest and best proposal received in accordance with the evaluation criteria stated below:

Cost: 50%

Proposed method of performance: 20%

Experience and Reliability: 20%

Expertise of personnel: 10%

5. Contract Award: Any award resulting from this request shall be awarded to the responsive and responsible respondent whose proposal is determined to be most advantageous to Lincoln University, taking in consideration cost and the other evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received and, in all cases, Lincoln University will be the sole judge as to whether a respondent's proposal has or has not satisfactorily met the requirements of this RFP.

PART FOUR: GENERAL CONTRACTUALLANGUAGE

1. **Contract Period:** The original contract period shall be as stated on the first page of this document. Except as provided herein, the contract shall not bind, nor purport to bind, Lincoln University for any contractual commitment in excess of the original contract period. Lincoln University shall have the right, at its sole option, to renew the contract for four additional one year periods, or any portion thereof. In the event Lincoln University exercises such right, all terms, conditions, provisions of the contract, shall remain the same and apply during the renewal period.
2. **Contract Price:** All prices shall be as stated in the contract. The university shall neither pay nor be liable for costs not specifically identified in the contract. Increases in contract prices for any subsequent period during which the contract is effective shall be limited to the maximum percentage of increase stated in the contract for that period.
3. **Contract Documents:**
 - a. 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) and 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 clarifications shall govern in case 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. The contractor is cautioned that his/her response shall be subject to acceptance without further clarification.
 - b. To the extent that a provision of the contract is contrary to the Constitution or laws of this state or of the United States, the provision shall be void and unenforceable. However, the remainder of the contract shall remain in full force and effect.
 - c. The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive an official letter or official authorized purchase order form the Director of Purchasing.
 - d. The contract expresses the complete agreement of the parties and performances shall be governed solely by the specifications and requirements contained therein.
4. **Amendment to Contract:** No modification of any provision in the contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the respondent and Lincoln University and incorporated in a written amendment to the contract approved by Lincoln University.
5. **Respondent Liabilities:**
 - a. The respondent agrees that Lincoln University shall not be liable for any damages or costs or injury incurred by the respondent of his/her employees arising of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the respondent, except as otherwise provided in the

contract.

- b. The respondent shall be responsible for any and all injury or damage as a result of the respondent's negligence involving any equipment or service provided under the terms and conditions of the contract. In addition to the liability imposed upon the respondent on account of personal injury (including death), or property damage suffered as a result of the respondent's negligence, the respondent 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 respondent 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 respondent under the terms of the contract and indemnifies Lincoln University for all costs, expenses (including attorney fees), damages and payment.
6. Assignments:
- a. The respondent shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of Lincoln University.
 - b. The respondent 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 respondent in accordance with all terms, conditions, and provisions of the contract.
7. 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 respondent a written notice of such termination at least thirty (30) calendar days prior to termination. The respondent 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.
- a. Lincoln University reserves the right to officially modify or cancel a RFP after issuance. Such a modification shall be identified as an amendment.
 - b. In the event that only one 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 respondent'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 respondent in order to determine the reasonableness and acceptability of the proposal.
 - c. Lincoln University reserves the right to accept or reject any and all bids without any statement or reason thereof. Final acceptance shall be subject to the parties entering into a written agreement including the terms thereof.
 - d. The respondent shall have the right to terminate the contract without penalty or recourse by giving a 120 day written notice to the University.
8. Independent Contractor: The respondent 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 respondent 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.

9. **Substitution of Personnel:** The respondent 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 respondent 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 respondent 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.
10. **Insurance:** The respondent shall understand and agree that Lincoln University cannot save and hold harmless and/or indemnify the respondent or its employees against and liability incurred or arising as a result of any activity set out in the contract or any activity of the respondent's employees related to the respondent's performance under the contract. The respondent 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.
11. **Terms and Conditions:** The contractor agrees to the attached Lincoln University Terms and Conditions, which, by this reference, are incorporated herein.

PRICING PAGE

1. The respondent must provide pricing for the first contract year:

a. **MINIMUM FIVE** (5) hour service

Covering Physician \$_____ per month \$_____ year
Nurse Practitioner \$_____ per month \$_____ year

Proposed schedule: _____

b. **MINIMUM SIX** (6) hour service

Covering Physician \$_____ per month \$_____ year
Nurse Practitioner \$_____ per month \$_____ year

Proposed schedule: _____

c. **MINIMUM SEVEN** (7) hour service

Covering Physician \$_____ per month \$_____ year
Nurse Practitioner \$_____ per month \$_____ year

Proposed schedule: _____

2. Renewal Option: The University shall have the sole option to renew the contract in one (1) year increments, or a portion thereof, for a maximum total of four (4) additional years.

3. The respondent must indicate below the maximum allowable percentage of price increase applicable to the renewal option with automatic increases, based on the appropriate medical care services CPI-U used by the Bureau of Labor Statistical Data, capped at 7%. The increases shall remain the same through the term of the contract year. If a percentage is not quoted (i.e. left blank, page not returned etc.) the University shall have the right to execute the option at the same price(s) quoted for the original contract period. Statements such "a percentage of the then current price" or Consumer Price Index" are not acceptable.

4. All increases shall be calculated against the ORIGINAL contract price, not against the previous year's price. A cumulative calculation shall not be utilized.

5. The percentage indicated below shall be used in the cost evaluation to determine the potential maximum financial liability to the University.

Maximum Increase

1st Renewal Period: Original Price+_____ %

2nd Renewal Period: Original Price+_____ %

3rd Renewal Period: Original Price+_____ %

4th Renewal Period: Original Price+_____ %

**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.