LINCOLN UNIVERSITY
PURCHASING DEPARTMENT
INVITATION FOR BID (IFB)

IFB NO.: B19-1155
TITLE: Scanning Electron Microscope
ISSUE DATE: August 20, 2018
REQ NO.: 120279
BUYER: Michael Rothermich
PHONE NO.:(573) 681-5417
E-MAIL: rothermichm@lincolnu.edu

RETURN BID NO LATER THAN: September 5, 2018 AT 2:00 P.M. CENTRAL TIME

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

RETURN BID TO: LINCOLN UNIVERSITY
1002 CHESTNUT ST
SHIPPING & RECEIVING BLDG
JEFFERSON CITY MO 65101

CONTRACT PERIOD: N/A

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

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE
DATE

PRINTED NAME
TITLE

DOING BUSINESS AS (DBA) NAME
LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID #

MAILING ADDRESS
IRS FORM 1099 MAILING ADDRESS

CITY, STATE, ZIP CODE
CITY, STATE, ZIP CODE

VENDOR NO. (IF KNOWN)
TAXPAYER ID NUMBER (TIN)
TAXPAYER ID (TIN) TYPE (CHECK ONE)
□ FEIN or □ SSN

VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)
□ Corporation □ Individual □ State/Local Government □ Partnership □ Sole Proprietor □ Other

CONTACT PERSON
E-MAIL ADDRESS

PHONE NUMBER
FAX NUMBER

NOTICE OF AWARD (LINCOLN UNIVERSITY ONLY)

ACCEPTED BY LINCOLN UNIVERSITY AS FOLLOWS:

CONTRACT NO.
CONTRACT PERIOD

BUYER
DATE
PURCHASING DIRECTOR
1. Purpose:

This document constitutes an invitation for sealed bids from prospective bidders for a Scanning Electron Microscope (SEM), for Lincoln University (herein referred to as the University) located in Jefferson City MO in accordance with the requirements and provisions stated herein. The items will be utilized for research and educational purposes on the campus of Lincoln University.

2. Background Information:

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.

3. Contact:

Any and all communications from bidders regarding specifications, requirements, competitive bid process, etc., related to the bid document must be referred to the Buyer of Record identified on the first page of this document. Such communications should be received at least two (2) calendar days prior to the official bid opening date.

4. Contractual Requirements:

a. A binding contract shall consist of: (1) the Invitation for Bids (IFB), and any attachments thereto, (2) the bidder’s response (bid) to the IFB, (3) clarification of the bid, if any, and (4) Lincoln University acceptance of the bid by “notice of award” or by “purchase order. All exhibits and attachments included in the IFB shall be incorporated into the contract by reference.

b. 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 an official authorized, signed purchase order from the Director of Purchasing.

c. The contract expresses the complete agreement of the parties and performances shall be governed solely by the specifications and requirements contained therein.

d. Any changes to the contract, whether by modification and/or supplementation, must be accompanied by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the 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 from the university, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

5. Clarification of Requirements:

It is the intent and purpose of the University that this request permits competitive bidding. It shall be the bidder’s responsibility to advise the University, at the address noted on page one of this IFB, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification shall be submitted in writing and received by the University’s Purchasing Department not later than five (5) days prior to the bid closing date.

6. Submission of Bids:

Bids are to be priced, signed and returned (with all necessary attachments) to the University by the date and time stated on page one. The bidder must respond to this IFB by submitting all data required herein in order for his/her response to be evaluated and considered for award. The bidder is cautioned that it is the bidder’s sole responsibility to submit information related the bid requirements and that the University is under no obligation to solicit such information if it is not included with the bid. The bidder’s failure to submit such information may cause an adverse impact on the evaluation of the bid.
7. **Award of Contract:**

Awards will be made to the bidder whose bid (1) complies with all mandatory specifications and requirement of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder and in the best interest of the University.

8. **Price:**

All prices shall be as indicated on the Pricing Page. The University shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

9. **Freight, Shipping and Handling Charges:**

   a. All prices shall include all packing, handling, shipping and freight charges, **FOB Destination**, Freight Prepaid and Allowed. The University shall not make additional payments or pay add-on charges for freight or shipping unless specifically described and priced in the bid, or as otherwise specifically stated and allowed by the IFB.

   b. The contractor shall be paid in approximately thirty (30) days from receipt of the equipment and valid invoice(s). The contractor shall submit all invoices to:

      Lincoln University of Missouri  
      Accounting Department  
      Room 204 Young Hall  
      PO Box 29  
      Jefferson City MO 65102-0029

10. **Contractor Liability:**

   a. The contractor agrees that Lincoln University shall not be liable for any damages or costs or injury incurred by the contractor 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 contractor, except as otherwise provided in the contract.

   b. The contractor shall be responsible for any and 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 indemnifies Lincoln University for all costs, expenses (including attorney fees), damages and payment.

11. **Replacement of Damaged Product:**

    The contractor shall be responsible for replacing any item received in damaged condition at no cost to the university. This includes all shipping costs for returning non-functional items to the contractor for replacement.

12. **Substitutions:**

    The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written
approval of the university.

13. Preprinted Marketing Materials:

a. The bidder may submit preprinted marketing materials with the bid. However, the bidder is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the bidder. The bidder is strongly discouraged from relying on such materials in presenting products and services for consideration by the university.

b. It is the bidder’s responsibility to provide detailed information about how the item bid meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the bidder should provide detailed information to assure that the product meets the university’s mandatory requirements. In the event this information is not submitted with the bid, the buyer may, but is not required to, seek written clarification from the bidder to provide assurances that the product bid meets specifications.

14. Description of the Product:

The bidder should present a detailed description of all products and services proposed in the response to this IFB. It is the bidder’s responsibility to make sure all products proposed are adequately described, it should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

15. Open Competition:

a. Any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirements are for informational purposes only and are not intended to limit competition.

b. The bidder may offer any brand of product which meets or exceeds the specifications. In addition to identifying the manufacture’s name and model number, the bidder must explain in detail how their product meets or exceeds the specifications. Bids, which do not comply with the requirements and the specifications, are subject to rejection without clarification.

16. Warranty

a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Lincoln University, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect to that of the specifications.

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.
Technical Specifications:

The Scanning Electron Microscope will assist our researchers in conducting/observe experimental changes in micro and Nanostructures in soils, plants, manmade material, electronic parts, plastics, textile fibers fabrics. The researches will also be able to observe biological materials such as viral, bacteria, fungal biofilm structures and subcellular compartments. This instrument will be shared by all researchers in the program for their research, teaching, training, and outreach activities.

Bidder may bid any product/service that meets or exceeds the specifications listed below. Bidder must state brand and model number of item being bid.

1. Scanning Electron Microscope
   a. Minimum capabilities of the scanning electron microscope
      i. Compact tabletop design to fit on a lab table.
      ii. Instrument will be shared by University researchers and labs campus wide. This will also benefit teaching labs with better demonstrations.
      iii. Ability to conduct scientific investigations, validation and experimental changes/response or improvements observed at a micro structure, Nano or molecular functional scales, currently this is no way to observe, record or measure with the naked eye observation or measurements.
      iv. Ability to observe micro and Nano structures in materials such as
         a) Soil, plants, manmade material, electronic parts, plastics, Nano particles, textile fibers, fabrics, etc.
         b) Biological Material – viral, bacterial, fungal biofilm structures, and subcellular compartments, etc.
      v. Microscope should be able to auto focus, start
      vi. Instrument needs to have a component that can measure/ID chemical elements in a specimen
      vii. Instrument to have the ability to detect electron signals
      viii. Microscope needs to be motorized to operate on multiple axis
      ix. Microscope should be able to tilt
      x. Ability to view images in high and low vacuum resolutions

   b. Magnification
      i. Magnification needs to stay with-in a range to keep it a compact or desk top microscope
      ii. Ability to zoom in or out for the observation of micro structures
      iii. Ability to zoom in or out for the observation of macro or Nano structures

   c. Hardware/Software
      a) Functions of the Scanning Electron Microscope needs to be controlled automatically by including a:
         i. 64 bit Win 10 PC/Monitor
      b) Ability to save images to the machine format
      c) Ability to save images to a JPEG, TIF format to then be transferred to an external drive or thumb drive
      d) Software updates should be for the life of the machine while it is still in use by the University

   d. Sample Holder
      i. Ability to hold approximately 1 to 10 samples depending on size of sample

2. Installation
   a. Ship to and set up in laboratory on the campus of the University in a to be determined location.
   b. Must operate machine to verify that all components are in good working order.
   c. All software installation shall be included in instrument costs.
3. **Onsite Training**
   a. Training at the University for at least one member of the University faculty.
   b. Training must cover set up, processing and preventative maintenance of instrument.
   c. All set up, processing, and maintenance manuals are to be delivered with stated unit for University faculty utilization

4. **Service Plan**
   a. Service plan must cover onsite hardware repair cost, including instrument parts, travel, labor.
      i. Unlimited on-site repair visits
      ii. All parts for repairs/maintenance that are needed

5. **Options**
   a. 3-D Imaging or mapping
   b. Instrument to have ability to cool samples

6. **Upon request, respondents should be prepared to provide a local demonstration of the Scanning Electron Microscope.**

7. **The University reserves the right to award the bid on an ‘all or none’ basis or as individual items, whichever is in the best interest of the University**

8. **Nanoscience Phenom ProX or Equivalent. This information is provided for informational purposes only and is not intended to limit open competition.**
**PRICING:**
The bidder shall conform to all mandatory specifications contained within this document. The bidder may offer any brand which meets or exceeds the specifications for any item but must state the manufacture’s name and model number for any such item. **NOTE: INCLUDE ALL SHIPPING COSTS, IF APPLICABLE.**

<table>
<thead>
<tr>
<th>Item #</th>
<th>Quantity</th>
<th>U of M</th>
<th>Description</th>
<th>Make/Model</th>
<th>Unit Price</th>
<th>Extended Price</th>
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<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>Each</td>
<td>Scanning Electron Microscope</td>
<td></td>
<td>$_____</td>
<td>$_______</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>Each</td>
<td>Installation</td>
<td></td>
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<tr>
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<tr>
<td>5</td>
<td>1</td>
<td>Each</td>
<td>3-D Imaging or mapping</td>
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<td>$_______</td>
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<tr>
<td>6</td>
<td>1</td>
<td>Each</td>
<td>Cooling Samples</td>
<td></td>
<td>$_____</td>
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</tbody>
</table>

### Options

<table>
<thead>
<tr>
<th>Item #</th>
<th>Quantity</th>
<th>U of M</th>
<th>Description</th>
<th>Make/Model</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
</table>

### Voluntary Options

**Preventative Maintenance (PM):** PM should include check calibration, adjusting, checking for errors, general check of microscope components, travel costs, and any other recommended maintenance services. In addition to price, provide the manufacturers recommended PM frequency.

PM price: $________________ each
Manufacturers recommended PM frequency: ____________ per ____________
Description of PM service: ______________________________________________________________

If the PM pricing above is not firm for at least 5 years, provide PM pricing for future years:

PM cost Year2: $________________ each
PM cost Year3: $________________ each
PM cost Year4: $________________ each
PM cost Year5: $________________ each
LINCOLN UNIVERSITY
PURCHASING DEPARTMENT
TERMS AND CONDITIONS -- INVITATION FOR BID

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

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

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

4. PREPARATION OF BIDS
   a. Bidders must examine the entire IFB carefully. Failure to do so shall be at bidder's risk.
   b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
   c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand
which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.

d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.

e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between Lincoln University and the bidder, if such bidder is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph.

f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.

h. Bids, including all prices therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.

5. SUBMISSION OF BIDS

a. An IFB submitted by a bidder must (1) be signed by a duly authorized representative of the bidder’s organization, (2) contain all information required by the IFB, (3) be priced as required, (4) be sealed in an envelope or container, and (5) be mailed or hand delivered (not faxed) to the Purchasing Department located, at Lincoln University at 1002 Chestnut St, and officially clocked in no later than the exact opening time and date specified in the IFB.

b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.

c. A bid which has been delivered to Lincoln University Purchasing Department may be modified by signed, written notice which has been received by Lincoln University Purchasing Department prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.

d. A bid which has been delivered to Lincoln University Purchasing Department may only be withdrawn by a signed, written notice or facsimile which has been received by Lincoln University Purchasing Department prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a bid shall not be honored.

e. Bidders delivering a hard copy bid to Lincoln University Purchasing Department must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.

f. Electronic submission of bids shall not be accepted. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. BID OPENING

a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. Lincoln University will not provide prices or other bid information via the telephone.

b. Bids which are not received in Lincoln University Purchasing Department prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances.

7. PREFERENCES

a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.

b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.

c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

d. In the evaluation of bids, a service-disabled veteran business preference shall be applied in accordance with Section 34.074 RSMo.

8. EVALUATION/AWARD

a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by Lincoln University to be in the best interest of Lincoln University.

c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit Lincoln University. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to Lincoln University.

d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.

e. In the event all bidders fail to meet the same mandatory requirement in an IFB, Lincoln University reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, Lincoln University reserves the right to waive any minor irregularity or technicality found in any individual bid.

f. Lincoln University reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, Lincoln University may negotiate for the required supplies.

g. When evaluating a bid, Lincoln University reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.

i. Any award of a contract shall be made by notification from Lincoln University to the successful bidder. Lincoln University reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by Lincoln University based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of Lincoln University.

j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.

k. Lincoln University reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

l. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-105.050 (10).

m. The final determination of contract award(s) shall be made by Lincoln University.

9. CONFLICT OF INTEREST

a. The contractor hereby covenants that at the time of the request for proposal, the contractor nor any employee, officer, or representative of the contractor, acting in any capacity for the contractor, shall acquire any other contractual relationships which create such a conflict.

b. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Lincoln University, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

c. Lincoln University assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.

d. 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.

e. Lincoln University's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

10. INVOICING AND PAYMENT

a. Lincoln University does not pay state or federal taxes unless otherwise required under law or regulation.

b. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

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

d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.

e. Lincoln University reserves the right to reject any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable) before the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

11. DELIVERY

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

12. INSPECTION AND ACCEPTANCE

a. No equipment, supplies, and/or services received by Lincoln University pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.

b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

c. Lincoln University reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

d. Lincoln University's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Lincoln University, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

b. Such warranty shall survive delivery and shall not be deemed waived either by reason of Lincoln University's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

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

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

15. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by Lincoln University of any existing or future right and/or remedy available by law in the event of any claim by Lincoln University of the contractor's default or breach of contract.

b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to Lincoln University of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for
23. TERMS AND CONDITIONS

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).

24. TITLE

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.

Lincoln University Purchasing Dept

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