



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

RFP NO.: B19-1161
TITLE: WEB ASSESSMENT AND REDESIGN
ISSUE DATE: November 20, 2018

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

RETURN PROPOSAL NO LATER THAN: December 13, 2018 AT 2 P.M. CENTRAL TIME

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

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

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	

Contents

Summary	3
Background & Current Situation	4
Key Objectives	5
Standards Required:	6
Provider Qualifications	7
Project Approach, Schedule, Timeline and Scope of Work (SOW)	8
Research & Discovery (Initial project phase – mid 2/2019 to 4/2019)	8
UX, Design & Development (mid project phase – mid 4/2019 to 6/2019)	9
Training & Implementation (final project phase – mid 6/2019 to 8/2019)	10
Final project deliverable — new live website (August 13, 2019)	10
Other Project Considerations	11
Project Costs and Budget	12
Proposal Requirements: Format, Submission, Evaluation	13
Proposal Format and Submission Instructions	13
Proposal Evaluation Process	15
General Contractual Requirements	17
Attachment 1: Content Management System (CMS) Requirements	1
Attachment 2: Lincoln University Standard Terms and Conditions	1
Attachment 3: Terms and Conditions – Request for Proposal	1

Web Assessment and Redesign Scope of Work (SOW) for Lincoln University (LU)

Summary

Lincoln University is requesting proposals from web, digital and technology providers with strong experience in higher education for a project to plan, execute and deliver the redesign of a new public-facing web presence/site for Lincoln University that will include:

- The design and development of a new primary public facing website;
- The creation of a new digital marketing and content strategy;
- A new governance plan for the ongoing management, maintenance and growth of the website and other digital media; and
- Recommendation, selection and implementation of a new web content management system (CMS)

This will be a concept to completion project.

We seek proposals for this project in order to evaluate and select the best provider and approach that fits with our unique needs.

The project will include a redesign of the site's information architecture, usability and acceptance testing, implementation of content strategy, search engine optimization (SEO), and the recommendation, selection and implementation of an appropriate content management system optimized and based on the new architecture, strategy, governance, SEO and design.

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Background & Current Situation

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.

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.

Lincoln University Key Facts:

- Offers 50 learner-centered undergraduate degree programs
- Master's degree programs in education, business and the social sciences
- Fifty registered student organizations, ranging from fraternities and sororities, to academic and professional affiliations
- Internship opportunities with local and national employers
- Global-reaching research opportunities

Local Competitors:

- Columbia College (<http://www.ccis.edu/>)
- State Technical College of Missouri (<https://www.statetechmo.edu/>)
- Harris-Stowe State University (<http://go.hssu.edu/>)
- University of Central Missouri (<https://www.ucmo.edu/>)
- Missouri State University (<https://www.missouristate.edu/>)
- Missouri Western State University (<https://www.missouriwestern.edu/>)

Target Audiences:

- Our **primary target audience** for the new public-facing web presence for Lincoln University will be prospective traditional undergraduate, prospective transfer undergraduate, prospective adult undergraduate, and prospective graduate students.
- Our **secondary target audience** includes current students, staff, faculty, administrators, parents of prospective and current students, members of the media and accreditation agencies.
- Our **tertiary target audience** includes potential donors and alumni.

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Key Objectives

This project is to design and develop a new public-facing site for Lincoln University that is user-centered and content-focused.

Lincoln University's Chief of Staff will be the project sponsor with the Office of Communications and Marketing (<https://www.lincolnu.edu/web/advancement/university-relations>) governing all site content, including copy and owned/stock photography, Information Technology Services assisting with technology aspects and division/department leadership accountable for site ownership and maintenance.

The selected provider must manage the discovery, strategy, design, build, migration/implementation of content, and launch phases under the direction of Lincoln University's Office of Communications and Marketing.

The current style guide, "This is Lincoln.", prepared by the Office of Communications and Marketing, is available for download here (<https://www.lincolnu.edu/web/advancement/university-relations>).

The new website will serve primarily as a recruitment, marketing and fundraising tool for the University and must be designed to:

- Increase brand awareness and visibility of Lincoln University, its degree offerings, and campus info;
- Create an interface that allows prospective students and parents/families to easily learn about Lincoln University and apply for admission, even if they have never visited our site before;
- Improve engagement and outreach with Lincoln University alumni;
- Strengthen relationships with potential and past donors; and
- Encourage content owners to create original, useful content with an easy-to-use content management system.

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Standards Required:

The new website must be designed with careful attention to detail- placing content, usability, accessibility, web standards, and progressive enhancement as the highest priorities. It must use current web technologies, standards and best practices.

1. **Responsive Web Design:** The new website must employ responsive web design so that our content can meet users where they choose to access it. All users must be delivered an optimized experience regardless of the device they use to access our sites.
2. **Content Management System** (see attachment 1: Content Management System requirements): The proposed and implemented content management system must support the activities and varying skill levels of content owners. It must:
 - a. allow easy role scoping to limit users' access to sections of the site;
 - b. permit version tracking and editorial oversight;
 - c. allow for the creation of dynamic, time-sensitive posts, as well as static, long-term pages; and
 - d. it must be easily extensible to allow for future growth or changes in site functionality.
3. **Content-focused:** The design and information architecture of the new website must support, rather than distract from the content. Pages must ultimately serve as a means for quickly and efficiently obtaining useful information about Lincoln University.
4. **In-house governance and division/departmental ownership:** Upon deployment of the new website, the Lincoln University Office of Communications and Marketing and division/departmental leadership will assume full responsibility for ownership and maintenance of sites assigned to them. The final product must support this aim and must be easily extensible and coded in a manner that supports this. All content, templates, unique code, and graphics will become the sole property of Lincoln University.
5. **Interoperability Requirements:** The new website must securely be interoperable with major payment processing/ecommerce vendors (Netnet, PayPal, Authorize.Net , etc.), Colleague ERP, Hyland OnBase, Active Directory, Azure and Blue Tiger portals.
6. **Photography and Videography:** The provider will be responsible for any photography or videography(shooting/editing) needed for project.
7. **Required Features:** The new website must include robust event/calendar, news, media and directory management capability.
8. **Digital Content Management System:** The new website must have the capability for users to submit, store and create photo galleries and carousels.
9. **Search Engine Optimization (SEO):** The provider is expected to conduct a full SEO analysis, keyword research, etc., to present recommendations for SEO and implement, as approved to do so, by the Office of Communications and Marketing. Content must be optimized for organic search (external search engines and onsite search) using effective metadata, URLs, title tags, and keywords.
10. **Social Media:** The new website must integrate with social media to encourage user interaction. The extent of social media integration must be determined in the strategy phase.
11. **Accessibility:** The new website must meet and easily be maintained in adherence with all federal and state guidelines for web accessibility for all audiences including those with visual impairment, hearing impairment, and any other protected class of individuals with a disability.

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Provider Qualifications

Providers must possess strong higher education experience and must be able to provide at least three references or case studies describing recent projects for current higher education clients. These references must demonstrate substantial capabilities with assessment and design within a higher education environment to effectively reach and engage prospective students, parents, the business community, alumni, high school guidance counselors, prospective staff and faculty, etc.

Provider qualifications must:

- List at least three higher education website your firm has produced that best reflect your work and relevancy to this project.
- Briefly list the role your firm played in each project. The URLs must be submitted. Only sites that are live will be considered during evaluation.
- Provide reference information for at least 3-5 clients.
- Briefly describe your firm's organizational capacity to produce our website (e.g. staff, equipment, software, physical space, office location, etc.).
- List the number of full-time staff you employ.
- Provide a company profile, length of time in business, and core competencies.
- Describe the team that will be assigned to this project, including the number of employees that will make up this team and each person's role. Please include a brief background summary for each key staff member assigned to this project.
- Briefly describe your firm's project management process.
- Explain your business model.
- Please discuss any hardware/software vendor partnerships.
- Please discuss your testing and support plan.
- Offer to exceed the proposed timeline for this project. The timeframe for completion of the project will be evaluated. In addition, timeframes will be part of the contractual agreement; therefore, a realistic time frame for completion is requested.
- Offer a portfolio of services that includes digital and content strategy services, graphic design, web usability and user experience, responsive web design and development.
- Offer website and content management system implementation, management and maintenance services.

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Project Approach, Schedule, Timeline and Scope of Work (SOW)

Below is an outline of recommended project tasks, timelines and schedules for this SOW:

Research & Discovery (Initial project phase – mid 2/2019 to 4/2019)

1. **Project kickoff meeting:** The provider and the organization's project teams must meet to discuss timeline and resource allocation, identify any potential project risks and produce a project plan/schedule. *Assistance with this will be coordinated with the Lincoln University Office of Communications and Marketing.*
2. **Client stakeholder interviews:** Lincoln University staff must be interviewed to educate the provider around client website objectives and target audiences, and around web content creation/management processes. *Assistance with this will be coordinated with the Lincoln University Office of Communications and Marketing.*
3. **User interviews:** Provider must interview representative samples of key audiences to learn about user objectives and to inform user experience (UX) and information architecture (IA) recommendations. *Assistance with this will be coordinated with the Lincoln University Office of Communications and Marketing.*
4. **Online survey:** Provider must create and administer an online survey to gather additional user perspectives and requirements for the UX and IA recommendations. *Assistance with this will be coordinated with the Lincoln University Office of Communications and Marketing.*
5. **Heuristic/competitive analysis:** Provider must analyze Lincoln University's website against peer or competitor sites, assessing for usability and best practices according to the target audiences and their key task objectives. *Assistance with this will be coordinated with the Lincoln University Office of Communications and Marketing.*
6. **Web traffic analysis:** Providers must conduct a thorough review of available web traffic/analytics data for Lincoln University's website to observe trends and understand site visitor activity. *Assistance with this will be coordinated with Lincoln University, Information Technology Services.*
7. **Content audit:** Provider must conduct a content audit of representative organizational web pages, assessing content for usefulness, relevancy, alignment with brand messaging and search engine optimization (SEO). *Assistance with this will be coordinated with the Lincoln University Office of Communications and Marketing.*
8. **Audience personas:** Provider must create representative profiles, or personas, of key audiences to help provide clarity around key tasks each needs to complete on the site and content required to engage them. *Assistance with this will be coordinated with the Lincoln University Office of Communications and Marketing.*
9. **Web content management system assessment:** Assess the organization's existing web content management system (CMS) and work collaboratively with Lincoln University content owners, editors, authors and stakeholders to validate CMS requirements needed (see attached CMS requirements). *Assistance with this will be coordinated with Lincoln University, Information Technology Services.* The content management system must support the activities and varying skill levels of our content owners. It must:
 - a. Allow easy role scoping to limit users' access to sections of the site;
 - b. Permit version tracking and editorial oversight;
 - c. Allow for the creation of dynamic, time-sensitive posts as well as static, long-term pages; and
 - d. It must be easily extensible to allow for future growth or changes in site functionality.

Initial project phase deliverables — present findings (April 16, 2019): Provider must organize and synthesize findings from analysis and research efforts, and present them to the client organization (remotely, or on-site). *Assistance with this will be coordinated with the Lincoln University Office of Communications and Marketing.*

Findings must be delivered as a tangible document and must include:

- a. Survey results and conclusions
- b. Web traffic report
- c. User personas and task analysis
- d. Strengths, weaknesses, opportunities and threats (SWOT) analysis
- e. Recommendations for navigation, content, design and governance
- f. Validated CMS needs, requirements and gaps with the current existing system

UX, Design & Development (mid project phase – mid 4/2019 to 6/2019)

1. **Information architecture (IA):** Based on research findings, provider must develop a new IA for the Lincoln University's website, focused on the improvement of usability and content organization. *Assistance with this will be coordinated with the Lincoln University Office of Communications and Marketing.* This must include:
 - a. Site map (blueprint document that diagrams the recommended page and folder structure of the site)
 - b. Navigation paths for critical online tasks
 - c. Final IA deliverables must include 1-2 rounds of revisions based on Lincoln University feedback
2. **Digital marketing & content strategy recommendations:** Provider must outline a recommended digital marketing and content strategy framework, including the specification of primary digital marketing objectives, the identification of critical content types (e.g. press releases, profiles, events, etc.), recommended structure of site content, suggestions around keeping, rewriting or archiving existing web content, a new content style guide and samples of web-optimized copy. *Assistance with this will be coordinated with the Lincoln University Office of Communications and Marketing.*
3. **Prototype or wireframe:** Provider must create representative wireframes (diagrams outlining the structure and navigation of the new web pages). These can either be live HTML that are then built upon for design or development, or created in an appropriate prototyping tool. Development of the prototype must be an iterative and collaborative process between the provider and client. *Assistance with this will be coordinated with the Lincoln University Office of Communications and Marketing.* The goal of this task is to get agreement on overall navigational structure, website components, structured content and high-level page layout.
4. **CMS selection:** Providers must recommend an appropriate CMS solution that meets key needs and requirements (see attached CMS requirements). It is critical to know what the CMS will be before the design and development process begins, so that providers can recommend design functionality with the technology platform in mind. *Assistance with this will be coordinated with Lincoln University, Information Technology Services.*
5. **Creative visual design:** According to the approved IA recommendations, provider must develop new creative design compositions for the homepage and representative interior pages of the organization's website. These compositions must follow the new brand guidelines, and must include design and UX considerations for users of all device types (i.e. desktops, tablets, smart phones, etc.)—ideally, this would be achieved by creating a mobile-first responsive design. The visual design must be an iterative and collaborative process between the provider and client. Visual design concepts may include a combination of static mock-ups and/or fully functional designed HTML. *Assistance with this will be coordinated with the Lincoln University Office of Communications and Marketing.*
6. **HTML/CSS development:** Provider must handle the coding of HTML, CSS and JavaScript for the website templates, layouts and other dynamic web assets. Coding must focus on a mobile-first, responsive approach. All code must comply with WCAG AA accessibility guidelines. *Assistance with this will be coordinated with Lincoln University, Information Technology Services.*

7. **Usability testing:** Provider must perform usability testing of the new website design with representative target audiences. The goal is to determine if the new design, navigation, content strategy and layout appropriately meet primary audience needs. While this task can be done with static design mockups, it is generally more effective if testing with a subset of functional, designed HTML pages. *Assistance with this will be coordinated with the Lincoln University Office of Communications and Marketing.*
8. **Website Style Guide:** Provider must provide a new website style guide as a key deliverable. The style guide must document components developed for the site and how to use them as well as image size guidelines, content guidelines and web writing best practices. *Assistance with this will be coordinated with the Lincoln University Office of Communications and Marketing.*

Mid project deliverable—present recommendations (June 11, 2019): Provider must present information architecture and content strategy recommendations to the client project team (remotely, or on-site). *Assistance with this will be coordinated with the Lincoln University Office of Communications and Marketing.*

Recommendations must be delivered in the form of a tangible document, and must include:

- a. Digital marketing & content strategy objectives
- b. Web-optimized content, including copy samples and a new content style guide
- c. Prototypes and wireframes
- d. Information architecture, an improved site map and representative navigation paths
- e. Recommendations for improving web content management processes and governance
- f. A plan for moving forward with the redesign and site migration
- g. Creative visual design work
- h. HTML/CSS development work
- i. Usability testing results
- j. New Lincoln University Website Style Guide
- k. Recommendations for the selection and implementation of a new web content management system (CMS)

Training & Implementation (final project phase – mid 6/2019 to 8/2019)

1. **Photography and Video:** Provider will be responsible for any photography or video work (shooting/editing) needed for project.
2. **CMS implementation:** Provider will be responsible for building-out the new website’s templates, layouts, content types, etc. in the selected new CMS. *Assistance with this will be coordinated with Lincoln University, Information Technology Services.*
3. **CMS training:** Provider must provide initial training with an ongoing training plan and training materials to ensure content owners, editors, authors and managers are proficient and maintain proficiency in the CMS. *Assistance with this will be coordinated with the Lincoln University Office of Communications and Marketing*
4. **Import/populate content and build-out website:** Provider will be responsible for all content migration. *Assistance with this will be coordinated with the Lincoln University Office of Communications and Marketing.*
5. **QA/Launch:** Provider must conduct final review and quality assurance (QA) activities (e.g. cross-browser and -device testing) and coordinate the new website launch. QA activities must include a final accessibility review to confirm compliance with WCAG AA guidelines. *Assistance with this will be coordinated with the Lincoln University Office of Communications and Marketing.*

Final project deliverable — new live website (August 13, 2019)

Other Project Considerations

- **Project management:** Providers submitting proposals for any project phases must articulate a clear project management methodology, including considerations for how project communication is handled, how the provider provides project status updates, how project billing will work and how the provider and client would handle changes to project scope.
- **Web design/content maintenance:** Providers must also offer a plan for the ongoing maintenance of the website in terms of design and content. Should the organization want to make material layout and/or content changes, relying on a proven resource for guidance and expertise is ideal. This resource must also be able to advise on tracking analytics (e.g. Google Analytics) and search engine performance. A strong preference must be provided to those providers with staff certified in preferred tools such as Google Analytics.
- **CMS/technical support:** Provider must offer on going technical maintenance options for support of Lincoln University's website and CMS installation. If a proprietary system is implemented, support and maintenance costs must be addressed and included in the provider's proposal. If an open source CMS is implemented, providers must recommend an appropriate support resource to be retained by the client for help desk support and product maintenance (i.e. upgrades, patches, fixes, etc.).

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Project Costs and Budget

Please provide cost proposals to accomplish the scope outlined above. The budget must encompass all deliverables outlined in this document, to include the cost of hosting the completed website, acquisition of software, licenses, subcontractors, or other.

Based on our initial research and the scope of this project, a one-time budget up to \$350,000 has been allocated for the entirety of this project.

All quoted price must be inclusive. If quoted price excludes certain fees or charges, a detailed list of excluded fees with a complete explanation of the nature of those fees must be provided.

If the execution of work to be performed requires the hiring of sub-contractors, this must be clearly stated in the proposal. Sub-contractors must be identified (name, address, and EIN of the sub-contractor) and the work they will perform must be defined.

Provider cost proposals must be either one fixed price or fixed prices per project phase with payments to be made upon acceptance of project phase deliverables.

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Proposal Requirements: Format, Submission, Evaluation

Proposal Format and Submission Instructions

1. Contractor's Contacts: All questions regarding technical specifications, bid process, etc., must be directed to Debra Kidwell, Director of Purchasing at 573.681.5415 or by email at kidwelld@lincolnu.edu. Questions should be submitted in writing and received not later than one (1) week prior to the bid closing date.
2. Clarification of Requirements: It is the intent and purpose of Lincoln University that this request permits competitive bidding. It shall be the Contractor's responsibility to advise Lincoln University, at the address noted on page one of the RFP, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification shall be submitted in writing and received by Lincoln University Purchasing Department not later than one (1) week prior to the bid closing date. A review of such notifications will be made.
3. The following documents and forms must accompany any offer submitted **in the order identified**, and will be the basis for Selection Committee evaluation and scoring. A submittal returned without these documents may deem the offer non-responsive. Lincoln University reserves the right to request additional information from any vendor prior to award.
 - a. Firm Qualifications Statement/Introduction Letter
 - i. Provider qualifications - How is your firm qualified to provide the required functions of this RFP?
 - ii. Project Approach and Scope of Work - Describe the approach or provide an outline to simply identify organization management and the responsibilities of management and staff performing on the Project; describe method employed to ensure prompt service, customer satisfaction, prompt compliant resolution, effective employee performance and training, and timely initiation and completion of all work.
 - iii. Describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the firm, any of its employees, subcontractors, or subconsultants intended for this project is, or has been involved within the last three (3) years
 - b. Signed page one from the original RFP and all signed RFP amendments
 - c. Letter from a financial institution with which the firm has conducted business for at least the last 12 months stating the firm is in good standing (this should be generic enough to not be considered confidential).
 - d. Resumes of key individuals and personnel assigned to project
 - e. The submittal shall contain *proof of insurability* issued by a company authorized to do business in the State of Missouri and with an A.M. Best Company rating of at least B+ for the required insurance(s).
 - f. Disclosure of Subcontractors and Subconsultants
 - g. Project schedule and timeline
 - h. Fee Schedule or Pricing Proposal Page (Project costs and budget)
4. The following documents and forms should accompany any offer submitted, and may be considered by the Selection Committee in evaluation and scoring.
 - a. [Vendor Registration Form](#)
 - b. [W-9 Form](#)
5. **PROPOSAL SPECIFICATIONS AND ASSEMBLY:**
 - a. **One (1) Original Document** – with original signatures and noted *ORIGINAL*. *Double sided printing is encouraged when appropriate.*
 - b. **Plus 3 Copies of Original Document** – (copies of original submittal including any additional materials/enclosures provided) clearly noted **COPY** on the cover. *Double sided*

printing is encouraged whenever appropriate for the submittal.

- c. **Plus one (1) Electronic Copy on a thumb drive** - file shall be provided as a single .pdf.
 - d. **Page Limit** – None, if not otherwise specified herein this document.
 - e. **Page Size** – 8 ½ x 11; oversized or pullout pages must be folded down to meet this size.
 - f. **Binding** – It is preferred that all submittals be submitted using comb binders that shall be neat and appropriate for the document’s thickness. **NO 3-RING BINDERS.**
6. **Open Records Law:** The Contractor is hereby advised that, upon completion of the evaluation process, all proposals and associated documentation will be made public pursuant to the Open Records law of the State of Missouri (RSMo 610.021). Please do not include statements of confidentiality or proprietary information in your proposal. All proposals are required to become a matter of public record according to state law.

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Proposal Evaluation Process

1. Proposals will be evaluated immediately following the due date of this RFP. Evaluation may take up to 2 months from submission of proposals and may include interviews with and presentations from top candidates in late December 2018 or January 2019. Implementation of the initial project phase will begin immediately with the successful provider upon Lincoln University Board of Curators approval and Presidential signature.
2. Official Position: The Contractor is advised that the official position of the University is that position which is stated in writing and issued by the Purchasing Office as a Request for Proposal and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
3. Contractor's Responsibility: The Contractor is cautioned that it is the Contractor's sole responsibility to submit information related to the evaluation categories included herein and that the University is under no obligation to solicit such information if it is not included as part of the Contractor's proposal. Failure to submit such information may cause an adverse impact on the evaluation of the Contractor's proposal.
4. Proposal Evaluation: Any contract award resulting from this request shall be made following the evaluation of all proposals which are responsive to the terms, conditions, and provisions of the Request for Proposal. The comparative assessment of the relative benefits and deficiencies of a proposal in relation to the published evaluation criteria will be made using subjective judgment. The University will be the sole judge as to the acceptability, for our purposes, of any and all proposals.
5. The following criteria will form the basis upon which Lincoln University will evaluate proposals.
 - a. Provider qualifications
 - b. Project approach and scope of work
 - c. Project schedule and timeline
 - d. Project costs and budget
 - e. Project presentations (if needed)
6. Oral Presentation: After an initial screening process, the Contractor may be requested to give an oral presentation of the Contractor's proposal to select University officials, if deemed necessary by the University, to clarify or verify the Contractor's proposal and to develop a comprehensive assessment thereof. If an oral presentation is deemed necessary, the Contractor will be so advised.
7. Negotiation: The University reserves the right to negotiate with selected Contractors if deemed necessary and in the best interests of the University. Contractors are cautioned, however, that an award decision may be made without negotiation, based on the prices and terms of a Contractor's original proposal.
8. Errors/Omissions: The Contractor shall be solely responsible for errors or omissions in the Contractor's proposal. Contractors may not revise or withdraw submitted proposals after the stated time and date for the receipt of proposals. Revisions to the Contractor's original proposal will only be allowed if specifically requested by the University as part of the negotiation process.
9. Conformity with Specifications: Any deviations from the requirements of this Request for Proposal must be set forth in detail as part of the Contractor's proposal. The University may, at its sole discretion, waive minor informalities or irregularities that do not materially affect the overall proposal.
10. Specification Interpretation: In the event of a difference of opinion between the Contractor and the University as to the meaning of any provision in these specifications, the decision of the University shall be final and without recourse.
11. Discussions/Negotiations: Lincoln University reserves the right to conduct discussions with Contractors, and to accept revisions of proposals, and to negotiate price changes at the sole discretion of the University. During this discussion period, LU will not disclose any

information regarding proposal submittals. Upon the execution of a contract, the proposals will become public record and contents will be disclosed upon request.

12. Pre-Award Presentations: The University reserves the right to require presentations from the highest-ranking Contractors, in which they may be asked to provide additional information.
13. Contract Award:
 - a. Any contract award resulting from this RFP will be made only by written authorization from the University's Purchasing Office and may be subject to approval by the President of Lincoln University and/or the University's Board of Curators. The University reserves the right to not award a contract if deemed in the best interests of the University.
 - b. The award shall be made to the responsible Contractor whose proposal is determined to be the most advantageous to the University based on the evaluation factors described in the RFP. Price, although a consideration, may not be the sole determining factor.

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General Contractual Requirements

Lincoln University may negotiate any final contract terms needed upon selection. All contracts are subject to review by Lincoln University's senior leaders and legal counsel, and the project will be awarded upon signing of an agreement or contract which outlines terms, scope, budget, and other necessary items.

1. **Contract Period:** The contract for the financial analysis portion of the work is anticipated to be awarded as expeditiously as possible, ideally prior to September 1, 2018. If feasible, the selected firm should plan to provide the financial analysis as explained in this document by September 13, 2018. If the University decides to move forward with the refunding and/or issuance of revenue bonds using the selected contractor, an amendment to the contract will be issued for that work.
2. Except as provided herein, the contract shall not bind, nor purport to bind, Lincoln University for any contractual commitment in excess of the stated contract period.
3. **Contract Price:** All prices shall be as stated in the contract. The University shall neither pay nor be liable for any costs not specifically identified in the contract. Increases in contract prices for any subsequent term during which the contract is effective shall be limited to the maximum amount, if any, stated in the contract for that period.
4. **Contract Documents:** The contract between Lincoln University and the Contractor shall consist of: (1) the Request for Proposal (RFP), including the Terms and Conditions attached hereto, and (2) any amendments to the RFP, (3) the Contractor's response to the RFP, and (4) any additional terms and conditions mutually agreed upon by the parties during the negotiation process. Lincoln University reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor and such written clarification shall govern in the event of a conflict with the applicable requirement(s) stated in either the RFP or the Contractor's response. In all other matters not affected by the written clarification, if any, the RFP shall govern and any inconsistency in the response to the RFP shall be disregarded. The Contractor is cautioned that his/her response shall be subject to acceptance without further clarification.
5. **Amendment to Contract:** No modification of any provision in the contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and Lincoln University President and incorporated in a written amendment to the contract approved by Lincoln University prior to the effective date of such modification.
6. **Contractor Liabilities:** The Contractor shall be responsible for any and all injury or damage as a result of the Contractor's negligence involving any equipment or service provided under the terms and conditions of the contract. In addition to the liability imposed upon the Contractor on account of personal injury (including death), or property damage suffered as a result of the Contractor's negligence, the Contractor assumes the obligation to save Lincoln University, including its agents, employees, and assigns, from every expense (including attorney fees), liability, or payment arising out of such negligent act. The Contractor also agrees to hold Lincoln University, including its agents, employees, and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor under the terms of the contract and to indemnify Lincoln University for all costs, expenses (including attorney fees), damages and payment.
7. **Assignments:**
 1. The Contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of Lincoln University.
 2. The Contractor shall agree and understand that, in the event Lincoln University consents to a financial assignment of the contract in whole or in part to a third party, any payments made by Lincoln University pursuant to the contract, including all of those payments assigned to the third party, shall be contingent upon the performance

- of the prime Contractor in accordance with all terms, conditions, and provisions of the contract.
8. **Right to Terminate Contract:** Lincoln University reserves the right to terminate the contract at any time for the convenience of Lincoln University, without penalty or recourse by giving the Contractor a written notice of such termination at least thirty (30) calendar days prior to termination. The Contractor shall be entitled to receive compensation according to the terms of the contract for that work completed pursuant to the contract prior to the effective date of termination.
 1. Lincoln University reserves the right to officially modify or cancel a RFP after issuance. Such a modification shall be identified as an amendment. Lincoln University reserves the right to interview Contractors before selecting the successful Contractor.
 2. In the event that only one bid is received in response to this RFP, Lincoln University reserves the right to negotiate the terms and conditions, including the price, as proposed in the sole Contractor's bid. In addition, as part of such negotiations, the University reserves the right to require supporting cost, pricing and other data from the sole Contractor in order to determine the reasonableness and acceptability of the bid.
 3. Lincoln University reserves the right to accept or reject any and all bids without any statement or reason thereof and to waive any non-conformities. Final acceptance shall be subject to the parties entering into a written agreement including the terms thereof.
 9. **Independent Contractor:** The Contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of Lincoln University, therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee health insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold Lincoln University, its officers, agents, employees, and assigns, harmless from and against any and all loss, cost, (including attorney fees), and damage of any related to such matters.
 10. **Property of Lincoln University:** All reports, documentation, and material developed or acquired by the Contractor as a direct requirement specified in the contract shall become the property of Lincoln University.
 11. **Confidentiality Requirements:** The Contractor agrees and understands that all discussions with the Contractor and all information gained by the Contractor as a result of the Contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the University. The Contractor must ensure the complete confidentiality of all data/information to which the Contractor has access.
 12. **Bankruptcy or Insolvency:** Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the University Purchasing Office immediately. Upon learning of the actions identified herein, the University reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.
 13. **Waiver:** The Contractor understands and agrees that failure by the University to require performance by the Contractor of any provision contained herein or in the Contractor's proposal shall not be deemed a continuing waiver of such provision or a waiver of any other provision of the contract.
 14. **Communications and Notices:** Any written notice to the Contractor shall be deemed sufficient when deposited in the United States mail, postage prepaid, or hand-carried and presented to an authorized employee of the Contractor at the Contractor's address as listed on the signature page of the contract or at such address as the Contractor may have requested in writing.

15. Substitution of Personnel: The Contractor agrees and understands that Lincoln University's decision to enter into the contract is predicated in part on the utilization of the specific individual(s) identified in the proposal. Therefore, the Contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written consent of Lincoln University. The Contractor further agrees that any substitution made pursuant to this paragraph shall be by personnel of equal or better qualifications than originally proposed and that Lincoln University's approval of a substitute shall not be construed as an acceptance of the substitute's performance potential.
16. Insurance Requirements: The Contractor shall understand and agree that Lincoln University cannot save and hold harmless and/or indemnify the Contractor or its employees against any liability incurred or arising as a result of any activity set out in the contract or any activity of the Contractor's employees related to the Contractor's performance under the contract.
 1. The Contractor shall acquire and maintain adequate insurance in the form(s) and amount(s) sufficient to protect Lincoln University, its employees, and the general public against any such loss, injury, damage, and/or expense.
 2. The Contractor must have and maintain, at the Contractor's expense, adequate liability insurance to protect the University and the general public against any loss, damage and/or expense related to the Contractor's performance under the contract. The insurance coverage shall include, but need not be limited to, the following coverage in the amounts specified. Such insurance must indemnify the University to the fullest extent possible under the laws of the State of Missouri.
 3. Commercial General Liability Coverage, comprehensive form with the following limits of liability:
 - Bodily Injury: \$2,000,000 each person
\$2,000,000 aggregate
 - \$5,000 medical each person
 - Property Damage: \$2,000,000 each accident
 4. Automobile Public Liability and Property Damage with the following limits of liability:
 - Bodily Injury: \$2,000,000 each person
\$2,000,000 each accident
 - Property Damage: \$2,000,000 each accident
17. Written evidence of the required insurance coverage must be submitted before or upon award of the contract. Such policy(ies) shall name the Curators of Lincoln University of Missouri, its officers and employees, as additional named insureds and required the insurer to notify the University immediately in the event that the insurance coverage is canceled.
18. The Contractor understands and agrees that the insurance required under the terms of the contract in no way precludes the Contractor from carrying such other insurance as may be deemed necessary by the Contractor for the operation of the Contractor's business or for the benefit of the Contractor's employees.
19. Notwithstanding any other provision of the contract to the contrary, no insurance procured by Contractor shall be construed to constitute a waiver of any sovereign immunity as set forth in section 537.600 et seq., MO. REV. STAT., or any other governmental or official immunity, nor provide coverage for any liability or suit for damages which is barred under said doctrines of sovereign, governmental or official immunity available to the University, its Board of Curators, officers or employees, nor constitute waiver of any available defense; and neither shall such insurance provide coverage for any sums other than those which the University, its Board of Curators, officers or employees may be obligated to pay as damages. The Contractor shall cause all policies of insurance related to this RFP to be endorsed in accord with this subparagraph. The Contractor shall further require the upper limits of coverage of such policies to be adjusted on an annual basis to be at least equal to the limits of liability set forth in section 537.610.2 and 537.610.5, MO. REV. STAT., as amended from time to time.

Attachment 1: Content Management System (CMS) Requirements

CMS overview

- Provide a brief overview of the CMS.
- Provide a minimum of three customer references within the higher education sector utilizing the CMS.
- Provide a list of the higher education sites being powered by the CMS.
- How many users are using the CMS across the country?
- How many clients use the CMS in our State?
- What is the total cost of ownership of the CMS?
- Describe the reporting that comes with the CMS?
- Describe what client training, user and community resources are available for the CMS?
- Describe migrations options with the CMS?

Technical Requirements and Architecture

- Do the computers used by owners, editors and authors require any software to be installed beyond a standard web browser?
- Is the CMS interface 100% responsive?
- Is the CMS a PUSH CMS?
- Is the CMS offered as a hosted and managed cloud subscription?
- Describe the other systems the CMS integrates with and how?
- Describe integrations with 3rd party tools and external systems (ie calendars, course catalogs, kiosks, portals, intranets, interactive maps, digital signage, event registration, scheduling/room reservations, CRMs, emergency notification systems, etc. and systems like Ellucian, Eventbrite, Trumba, Active Data Calendar, Unified, Canvas, Simple Syllabus, O365, Rave Guardian ect.)?
- Describe integration with custom code/applications?
- Describe any database publishing features the CMS has?
- Describe the internal analytics capability of the CMS and/or integration with google analytics?
- Does the CMS require client installations (ie desktop, laptop, tablet and mobile devices)?
- Describe accessibility compliance?
- Describe the CMS audit trail?
- Describe CMS archiving features?
- Describe CMS metadata tagging?
- Describe Content access rights?
- Describe content portability?
- Describe content reuse across sites?
- Describe the image management capabilities of the CMS?

Technical Support

- Describe the process to file bugs and trouble tickets.
- Do support tiers cost extra?
- How many support contacts can one customer have?
- Describe the technical resources available to customers.
- How are technical support issues escalated and resolved?
- Describe the typical resolution process.

Content Asset Management

- Describe how content is entered or submitted using the CMS
- Does the CMS standard text editor allow users to directly edit HTML code?
- Explain how the CMS allows “rich content”, such as Flash, images, videos, audio, in pages.

- Explain how the CMS accommodates publishing start and end dates for content.
- How granular are the CMS access rights / security rights?
- Describe how templates are handled in the CMS.
- Does the CMS require XSLT to build out templates?
- Explain how the CMS facilitates Responsive Web Design.
- Does the CMS provide content contributors the ability to view stale content?
- Does the CMS provide content contributors the ability to set review dates for their content assets?
- Does the CMS provide content managers the ability to send email notification to contributors to alert them of outdated content?
- Does the CMS allow you to create multiple outputs (ie: XML, HTML, PDF, RSS, etc)
- How does the CMS handle images?
- Does the CMS offer users the ability to crop/resize/optimize images directly in the system?
- Describe the process of creating copies of existing sites.
- Describe the process of moving sites across instances of the CMS.
- Is your system able to automatically generate navigation and other menu items, such as breadcrumbs, based on directory content? Can the order of navigation be easily rearranged?
- Describe the ways in which your system facilitates content re-use.
- Explain how your CMS supports easy integration with social networking sites
- Describe the ability of the users to create and maintain RSS feeds within this system.
- Can the CMS system identify broken or problem links? If so, please describe.
- Does the CMS system provide tools to facilitate content audits?
- Explain how the CMS product ensures Section 508 Compliance / Accessibility.
- Does the CMS system provide version control?
- Does the CMS spell check?

Search Engine Optimization (SEO)

- Describe the ways in which the CMS system facilitates and enhances SEO.

Additional functionality

- What other modules or functional components does the CMS come with out of the box? Do they cost extra?
- Describe the CMS product's ability to import feeds from other providers.
- Does the CMS product facilitate the implementation of a course catalog?
- Does the CMS product facilitate the implementation of a campus calendar?
- Does the CMS product facilitate the implementation of a faculty/staff directory?
- Does the CMS product facilitate the implementation of newsroom?
- Does the CMS product facilitate the implementation of a social media mashup?
- Does the CMS product offer a Web Services API? Describe.
- Does the CMS provider offer a free migration tool?

Workflow Management

- Explain what types of workflows the CMS supports (out of the box, custom).
- Describe how users are getting notified of workflow assignments.

Publishing

- Describe how content publishes can be scheduled.
- Can content be published on an ad hoc basis by different users and groups?

Search

- Describe the search functionality provided by the product for searching content on the published site.

- Does the product integrate with any of the most prominent search engines?
- What search capabilities does the system provide for finding content within the CMS?

User Management and System Administration

- Can the product authenticate user identity via LDAP, Active Directory, CAS or Shibboleth?
- Describe the typical process of installation and configuration, including the amount of time required, and the skill sets and training required for system administrators to perform a system installation and maintenance.
- Describe the process for database back-ups and restores.
- Does the system allow administrators to create custom roles?
- Does your system allow users to have different roles for different sites?

Flexibility and scalability

- Which scripting language does the CMS support?
- Which transformation language (XSLT or Velocity) does the CMS support?
- How many websites can be managed in one instance of the CMS?
- Explain the process of inserting data from third party applications into content managed within the CMS?
- Explain how multi-lingual sites can be implemented in your system.

Cloud Hosting

- Describe the technical specifications of the CMS hosted environment.
- What are the technical support services included in hosting?
- Describe the process of upgrading to newer versions of the product in a hosted environment.

CMS Training, Education and Knowledgebase

- Describe the training options available to technical users of the system.
- How many days of training do you recommend?
- Can training be on-site or will it be held remotely?
- What online self-service and tutorials are available for the CMS?
- Is there a knowledgebase for the CMS?
- Is there a user community for the CMS?

Professional Services

- Describe the professional services offered as they related to CMS integrations, special projects, content migration, and consulting.

Pricing

- Please list all pricing option for the CMS to minimally include for both a hosted and managed cloud and on site deployment and environments

Attachment 2: Lincoln University Standard Terms and Conditions

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

1. The legal name of Lincoln University is the “Curators of Lincoln University of Missouri.” (“Lincoln University” or “University”) and all references in all documents to Lincoln University shall be construed as referring to the University’s legal name. It was created and is governed by the provisions of Chapter 175 RSMo. It is an institution of higher education of the state of Missouri. As such, it is a tax-exempt organization but it is not a 501(c)3 corporation.
2. The University’s legal existence, powers and limitations are prescribed by Missouri state law and Rules and Regulations adopted by the Board of Curators which may have the force of law. Consequently,
 - a. only the President of the University has the power to sign contracts on behalf of the University, and contracts over \$150,000.00 require Board of Curators approval;
 - b. the Contract shall be governed by Missouri law (without regard to its choice of law provisions);
 - c. any lawsuit arising from or related to the Contract shall be filed in the circuit court of Cole County;
 - d. the University does not agree contractually to defend, indemnify or make contribution to any person or organization;
 - e. the University does not warrant anything; and
 - f. documents in the possession of, or available to the Curators of Lincoln University of Missouri are available to the public under the provisions of Chapter 610 RSMo. unless exempted by section 610.021 RSMo., or some other applicable law, therefore, any agreement by the University to keep any documents or information confidential is subject to and limited by applicable law.
3. Lincoln University does not purchase liability insurance and it is not technically self-insured. It is protected by the State Legal Expense Fund, section 105.711, *et. seq.* RSMo. Since the protections provided are imposed by statute, the University cannot add an additional insured, modify the applicable limits, require notification of cancellation or modification, waive subrogation rights, add endorsements, agree to primary coverage nor change any of the other statutory provisions. The parties agree that the protections of the State Legal Expense Fund are accepted in lieu of all liability insurance requirements stated in the Contract.
4. Lincoln University’s workers compensation coverage is provided pursuant to section 105.800, *et. seq.* RSMo. Supp. 2006. The parties accept such coverage as satisfaction of the University’s obligation to provide workers compensation insurance.
5. It is understood and agreed between the parties that Missouri law prohibits the incurring of debt beyond the current year except in very limited circumstances. Consequently, the Contract between the parties, and the University’s performance of its obligations under the Contract, are contingent upon the yearly availability and the Board of Curators appropriation of funds sufficient to pay the amounts coming due each year. In the event sufficient funds are not

appropriated by the Board of Curators (“Event of Non-appropriation”), to fund its obligations for any specific year, it shall notify Provider of that fact. When the funded portion of the Contract is completed, the University shall cease use of the contractual services or products and make the products available to Provider for pickup. The University shall have no further obligation under the Contract nor liability for its termination. If the Contract ends because of an Event of Non-appropriation, University will not contract with any other provider prior to the original expiration date of the Contract, for the same products or services as those provided pursuant to the Contract.

- 6. Notwithstanding any statements to the contrary, the University does not consent to federal court jurisdiction nor to the jurisdiction of any state or regulatory agency.
- 7. Disputes arising from the Contract will be resolved in court rather than arbitration unless arbitration is required by law.
- 8. If, despite the provisions of this agreement to the contrary, the University shall be legally obligated to indemnify or make contribution to any person or entity (at common law or otherwise) it shall nevertheless not be obligated to contribute, indemnify or hold Provider harmless from any claims which would have been barred by sovereign immunity, Eleventh Amendment immunity or any other legal or equitable defense if the claim had been brought against the University directly by the party making the claim which resulted in the obligation. By way of illustration, the University shall not be required to indemnify for a judgment arising from a suit for negligence because such claim would have been barred by the University’s sovereign immunity if it had been brought directly against the University by the injured party. Neither the Contract nor this Agreement shall be construed as any waiver of the immunities and defenses available to the University and shall not be construed or applied so that the result is the University being required to pay a claim, whether it be to the claimant or to Provider, which the University would not have had to pay in the absence of this agreement.
- 9. Notwithstanding any other provision or law to the contrary, the maximum amount to be paid by the University, on any and all claims arising from or relating to this agreement, and its performance shall not exceed the amount of money to be paid to the University under this contract, or \$10,000.00, whichever is greater.

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

Curators of Lincoln University of Missouri

By: _____
Jerald Woolfolk, President
Lincoln University of Missouri

Provider

By: _____
Authorized Representative

Name and Title (Printed)

Date: _____

Date: _____

LINCOLN UNIVERSITY PURCHASING DEPARTMENT

Attachment 3: 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 a offeror, from offeror's references, or from any other source.
- h. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- i. Any award of a contract shall be made by written notification from Lincoln University to the successful offeror. Lincoln University reserves the right to make awards by item, group of items, all or none, or a combination thereof on a geographic and/or statewide basis with one or more suppliers. The grouping of items awarded shall be determined by Lincoln University based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of Lincoln University.
- j. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- k. Lincoln University reserves the right to request written clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response shall be subject to acceptance or rejection without further clarification.

9. CONTRACT/PURCHASE ORDER

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

10. INVOICING AND PAYMENT

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

11. DELIVERY

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

12. INSPECTION AND ACCEPTANCE

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

13. WARRANTY

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

14. CONFLICT OF INTEREST

- a. Officials and employees of Lincoln University, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

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

16. CANCELLATION OF CONTRACT

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

17. COMMUNICATIONS AND NOTICES

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

18. BANKRUPTCY OR INSOLVENCY

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

19. INVENTIONS, PATENTS AND COPYRIGHTS

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

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

21. AMERICANS WITH DISABILITIES ACT

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

22. TITLES

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