LINCOLN UNIVERSITY
PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL (RFP)

RFP NO.: B19-1168
TITLE: BOOKSTORE OPERATION SERVICES
ISSUE DATE: FEBRUARY 12, 2019

REQ NO.: not applicable
BUYER: Debra Kidwell
PHONE NO: (573) 681-5415
E-MAIL: kidwellld@lincolnu.edu

RETURN PROPOSAL NO LATER THAN: MARCH 5, 2019 AT 2 P.M. CST

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.

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

CONTRACT PERIOD: AUGUST 1, 2019 THROUGH JULY 31, 2024, WITH THE OPTION TO RENEW THE CONTRACT FOR ONE (1) ADDITIONAL FIVE-YEAR PERIOD.

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
PRINTED NAME
DATE
TITLE

MAILING ADDRESS
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
Bookstore Operation Services at Lincoln University

This is a Request for Proposals (RFP) issued by Lincoln University (hereinafter referred to as the "University" or “LU” or “Lincoln”) seeking proposals from experienced and qualified vendors to furnish comprehensive Bookstore Operation Services at LU.

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SECTION 1. SCOPE OF WORK

1.1. BACKGROUND

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. In addition to the main campus located in Jefferson City Missouri, Lincoln has facilities/offices in Kansas City, St. Louis, Sikeston, Caruthersville, Fort Leonard Wood, and Cole County. More information can be found at www.lincolnu.edu.

1.2. OBJECTIVE

Lincoln is seeking a qualified vendor to provide a full service, high quality, cost effective solution regarding the complete management of the University’s Bookstore operations to service the needs of the University’s students, faculty, staff and guests. It is the purpose of this RFP to obtain complete data from each bidder to enable the University to determine which bidder is best able to serve all of the criteria that are to be considered in the award of this contract.

Site inspection: The University will conduct site inspections of the facility on Thursday, February 21, 2019 at 10:00am and 2:30pm. Interested individuals should report to the Purchasing Department at 1002 Chestnut St, Jefferson City MO at one of these times to participate in a site inspection. The site inspection is not mandatory, and it is only necessary to attend one of the two site inspections. Please note that no questions will be answered during the site inspection. Questions should be submitted as noted under Section 2.1.

1.3. MISSION: The mission of the Lincoln University Bookstore is to enhance student support by assisting students in obtaining required course material, providing products and services that support student’s learning needs and promote campus life.

a. Assisting students in obtaining required course material
   iii. Alternative methods of purchase (3rd party, peer-to-peer)
   iv. Accept financial aid as a form of tender

b. Providing products and services that support student’s learning needs
   i. School supplies
   ii. Academically priced software
   iii. Reference books & study aids
   iv. Access to copy services (space and monitoring only)

c. Promoting campus life
   i. Consumables (coffee, snacks)
   ii. Lincoln branded clothing and merchandise
   iii. Greek clothing
   iv. Modern, social environment

1.4. CURRENT AND HISTORICAL SERVICES INFORMATION

a. HISTORICAL SERVICES:
   i. Until May 2016, Lincoln had a University bookstore located in the Scruggs University Center, which is the University’s student center. For a floor plan of the bookstore see Appendix V.
   ii. The approximate square footage of the bookstore location is 7,700sf. There is approximately 3,500sf available on the main level, and approximately 4,200sf available on the ground floor level. In addition, there is a small room of ~50sf on the ground floor level that was previously used as a small office. Both levels are ADA compliant and include and interior elevator and staircase with entrances
at both levels. The primary floor is carpet tiles. The existing main floor entrance has LVT in the heavy traffic areas around the cash wrap and door.

iii. **June 2014 – June 2015 Revenue totals and by category:**

<table>
<thead>
<tr>
<th>Row Labels</th>
<th>Sum of Quantity</th>
<th>Sum of Sales Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL MERCHANDISE</td>
<td>29,884</td>
<td>$303,631.62</td>
</tr>
<tr>
<td>CLOTH INSIGNIA</td>
<td>5,855</td>
<td>$103,422.15</td>
</tr>
<tr>
<td>ELECTRONICS</td>
<td>1,539</td>
<td>$138,131.47</td>
</tr>
<tr>
<td>FOOD/SUNDRIES</td>
<td>16,331</td>
<td>$25,520.21</td>
</tr>
<tr>
<td>GIFT STAT CARDS</td>
<td>1,702</td>
<td>$14,969.48</td>
</tr>
<tr>
<td>SCH OFF ART ENG</td>
<td>4,457</td>
<td>$21,588.31</td>
</tr>
<tr>
<td>NEW TEXT</td>
<td>4,418</td>
<td>$360,311.37</td>
</tr>
<tr>
<td>COURSEPACKS</td>
<td>58</td>
<td>$5,004.07</td>
</tr>
<tr>
<td>CUSTOM PUB</td>
<td>951</td>
<td>$42,785.68</td>
</tr>
<tr>
<td>E-BOOKS</td>
<td>105</td>
<td>$11,300.57</td>
</tr>
<tr>
<td>TEXT</td>
<td>3,070</td>
<td>$262,427.55</td>
</tr>
<tr>
<td>TEXT BUNDLE</td>
<td>234</td>
<td>$38,793.50</td>
</tr>
<tr>
<td>SERVICES</td>
<td>394</td>
<td>$14,701.14</td>
</tr>
<tr>
<td>TRADE</td>
<td>481</td>
<td>$4,111.33</td>
</tr>
<tr>
<td>BOOKS</td>
<td>6</td>
<td>$88.70</td>
</tr>
<tr>
<td>GENERAL</td>
<td>466</td>
<td>$3,548.68</td>
</tr>
<tr>
<td>SHORT DISC</td>
<td>9</td>
<td>$473.95</td>
</tr>
<tr>
<td>UNKNOWN</td>
<td>1,156</td>
<td>$19,043.98</td>
</tr>
<tr>
<td>USED TEXT</td>
<td>7,913</td>
<td>$596,605.11</td>
</tr>
<tr>
<td>CUSTOM PUB</td>
<td>11</td>
<td>$884.03</td>
</tr>
<tr>
<td>TEXT</td>
<td>7,901</td>
<td>$595,658.69</td>
</tr>
<tr>
<td>TEXT BUNDLE</td>
<td>1</td>
<td>$62.39</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>44,246</strong></td>
<td><strong>$1,298,404.55</strong></td>
</tr>
</tbody>
</table>

b. **Current Services**

i. The University currently does not operate a bookstore. Textbooks and class materials are sold online through Missouri Book Services, and shipped to campus for delivery to students.

ii. The following are most recent three complete fiscal year sales figures. These figures are provided as historical data only and are not a guarantee of future sales.

<table>
<thead>
<tr>
<th>Year</th>
<th>New</th>
<th>Used</th>
<th>Rental</th>
<th>Marketplace</th>
<th>eBooks</th>
<th>Total Sales</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016-17</td>
<td>308,906.51</td>
<td>210,744.29</td>
<td>18,268.51</td>
<td>23,997.89</td>
<td>17,750.67</td>
<td>586,828.62</td>
</tr>
<tr>
<td>2017-18</td>
<td>229,989.19</td>
<td>154,087.02</td>
<td>36,910.50</td>
<td>33,878.19</td>
<td>7,620.43</td>
<td>469,452.58</td>
</tr>
<tr>
<td>2018*</td>
<td>103,771.76</td>
<td>69,684.56</td>
<td>19,926.27</td>
<td>14,482.58</td>
<td>4,255.29</td>
<td>220,668.21</td>
</tr>
</tbody>
</table>

*unaudited data

c. **Current contracts**

i. LU currently has a contract with Pepsi Cola for exclusive pouring rights on campus. That contract expires March 2020.

ii. LU currently uses Canteen services to provide snack and vending options across campus. They do have a vending machine in the Scruggs University Center for supply items such as aspirin and pens.

iii. LU has a contract with Sodexo Operations, LLC for operation of the University’s dining services located in the Scruggs University Center. They do operate a food-to-go option at this location. That contract expires July 31, 2024.
iv. LU has a contract with SideArm for an LU Athletics web content management. LU anticipates eliminating the merchandise sales through that website once a fully functional bookstore website (including retail merchandise) is operational.

v. LU has a contract with Johnny Macs Apparel for athletic apparel. This contract allows for the purchase of non-athletic apparel such as t-shirts for special events and/or fundraising purposes (coaches vs cancer, track and field fundraiser, etc).

1.5. SCOPE OF DESIRED SERVICES

a. The awarded contractor shall operate the bookstore facility as an independent contractor and shall be the University’s preferred seller of all required, recommended or suggested textbooks, course materials, and other items typically sold in college bookstores. These preferred rights shall not extend to items such as - prepackaged snacks, beverages, made-to-order food, or vended supplies such as currently provided via agreements with Sodexo Operations, LLC and Canteen services, nor shall they extend to any location other than the main Jefferson City location. The contractor may also sell computers and electronic items and t-shirts for special events and/or fundraising purposes, but shall not be granted preferred rights for such items.

b. The University Bookstore operation services must be provided in a manner which will complement and enhance campus academic and student life programs. The University seeks to develop innovative solutions which will articulate the University’s mission regarding teaching, research, and public service, on the one hand, and improve and promote the campus on the other.

c. The awarded contractor shall offer a full line of goods required to support the course offerings of the University. The awarded contractor shall provide for sale a full line of textbooks and support materials as identified by faculty as necessary for the presentation of courses. Students must be able to purchase textbooks and class materials both in-store and on-line.

d. It shall be the responsibility of the awarded contractor to obtain a list from faculty each semester (Fall, Spring, Summer and Intercession) of texts and other books or materials faculty wish to use in their courses. This should be an electronic/on-line process for faculty/deans that is also accessible to LU administrators for auditing and reporting purposes. The University will work with the contractor to encourage prompt and timely submission of textbook orders by faculty to the bookstore.

e. The awarded contractor shall operate a fully functional bookstore that will sell not only paper textbooks, but also trade books, e-books, stationary, university imprinted clothing, clothing, school supplies, health and beauty aid items, sundries and snacks. Other items usually sold in University Bookstores may be sold as well, in addition to other items mutually agreed upon by the University and the awarded contractor. The sale of alcohol and tobacco products, however, is entirely prohibited.

f. In order to meet the needs of the University, the awarded contractor must provide bookstore operation services on a daily basis in accordance to the following schedule –

i. Regular Hours (follows academic calendar) Mondays – Friday 9am - 6pm

ii. Summer Hours Mondays – Thursdays 9am - 6pm

iii. Saturdays and Sundays closed

iv. During peak periods of enrollment, such as at the start of a semester, or for special events on campus, additional hours of operations may also be provided as necessary.

v. During academic breaks, the hours of operation may be reasonably reduced by mutual agreement of the contractor and LU.

g. The awarded contractor shall provide an LU branded web site through which sales are made to the LU community and others. All sales (textbooks, other books, supplies, etc) through this web site must be recorded as sales under this contract and eligible for commission.

h. The awarded contractor shall provide electronic textbooks and other related books where available for purchase and/ or rental, and download.

i. Bidding contractors shall propose innovative methodologies and procedures, including potential new technologies, for purposes of facilitating student book purchasing and other means of providing textbook material to students.
1.6. BOOK VOUCHER PROCESS

a. The vendor is expected to support the use of financial aid book vouchers to Lincoln University (University) students. Book vouchers may be financed through institutional scholarships, third party sponsorships and excess federal/state financial aid.

b. The book voucher system must function electronically, including the capability to upload voucher availability data files from the University multiple times per day.

c. Uploaded files should have the capability of overriding current book voucher amounts, increasing or decreasing voucher amounts as applicable.

d. The book voucher system must be able to provide a data file of book voucher transactions to the university in a format that can be uploaded into the University administrative system weekly.

e. The book voucher system should be capable of accepting tax exempt vouchers and provide the capability to allow vouchers to be for books only or books and supplies only.

f. Book voucher availability is based on the University timeline. Book vouchers open no less than three weeks prior to the beginning of each term and expire no later than 2 weeks after the first day of the semester.

g. The University should be allowed to issue book vouchers outside of the timeline referenced above.

h. The University currently has the capability to manually add vouchers to the vendors online book voucher solution. The University would like to continue with this capability.

i. The University currently has the capability to manually expire vouchers to the vendors online book voucher solution. The University would like to continue with this capability.

j. The University currently has the ability to monitor the transactions on a student’s book voucher. The University would like to continue with this capability.

k. The book voucher system must produce notifications to students as book vouchers are available. The University should be allowed to aid in crafting the notification content.

l. The book vendor must provide a point of contact to University staff.

m. The book vendor must work directly with University staff to resolve student concerns/issues.

1.7. PRICING and METHOD OF PAYMENT

a. The University requires the following pricing structure concerning the Bookstore operational policies. The awarded contractor, upon request by the University, will provide proof of these expectations.

b. The cost of new, required hard and soft cover textbooks and trade books shall not exceed the suggested list price of the publisher.

c. Used books, in good condition, shall be available at no more than 50% of the current selling price.

d. Course packs and non-returnable textbooks may be priced at an agreed upon gross margin. The awarded contractor must clearly communicate to the purchaser that such material is restrictive and non-returnable.

e. In order to support the computer services area of the University, the awarded contractor shall provide for sale relevant software, study aids and related materials involving computing activity by students, faculty and staff at a discounted competitive price.

f. Bestsellers, paperbacks, and other such book materials shall be sold at or below publisher’s list price.
g. General school supplies and other sundries shall be priced to be competitive with other retailers in the local area.

h. The awarded contractor agrees to place special orders for books requested by faculty, students or staff. Appropriate deposit requirements as a protection to the store are authorized.

i. The awarded contractor shall accept all major credit cards, debit cards, cash, and personal checks with proper identification.

j. The awarded contractor shall provide their own network connection, network equipment, and processing devices to support credit and debit card transactions. The awarded contractor may use the University’s infrastructure to build their PCI compliant network. The University will assist in establishing the awarded contractor’s network by providing access to data closets and network drop locations. The awarded contractor shall also be responsible for contracting with an internet service provider in order to facilitate the transmission of credit card transactions from the awarded contractor’s point of sale to the awarded contractor’s credit card processor. The awarded contractor shall be responsible for the cost of any equipment and reoccurring charges associated with the internet service.

1.8. REFUNDS/EXCHANGES

a. The awarded contractor agrees to refund or exchange without penalty any textbooks—in like condition—within seven (7) days of the beginning of the fall and spring semesters. Sales and refund policies shall be conspicuously posted. The University may be moving to fall, spring and summer intercessions, the vendor should identify how they would address refunds and exchanges under this scenario.

1.9. BUYBACK

a. The awarded contractor shall provide a book repurchase (buyback) system that will allow for the buyback purchase of hard and soft cover texts that are in good, resalable condition. Excluded from the book buyback system are all workbooks and study guides used specifically with the intention of marking up and/or removing pages from, as well as packaged systems upon which subsequent purchases violate the publisher’s granted license (the restrictive and non-returnable materials must be clearly communicated to the buyer upon purchase).

b. When the awarded contractor has been notified that a book will be used at the University for the following semester or session, the awarded contractor shall offer to purchase the book for not less than 50% of the book’s selling price, provided the book is in good condition. In the absence of such notification, or if the book will not be used for the following semester or session, or is to be replaced shortly by a revised edition according to the announcement of the publisher, the awarded contractor will offer to repurchase the book at the price listed for same, in good condition.

c. Buyback options must remain available to students through graduation.

1.10. COMMISSIONS, ACCOUNTING AND PAYMENTS

a. The University’s fiscal reporting period is July 1st through June 30th. The awarded contractor’s reports regarding sales and commissions shall comply with this period.

b. The University shall receive all commission payments electronically by the 25th day of the following month.

c. A listing of monthly sales and returns shall be sent to the Vice President of Administration and Finance within 30 days after the end of each calendar month. In addition, the contractor must furnish an audited profit and loss statement for the LU bookstore within 90 days after the close of the contractor’s fiscal year.

d. The awarded contractor shall maintain complete and accurate sales transactions for each sale in accordance with accepted industry accounting practices, and shall keep in a safe place all such financial records and statements pertaining to the operations at the University for a period of seven (7) years from the close of each year’s operation. The University’s representative or selected auditors may annually, or more often if
deemed necessary, examine all financial and operational phases of the contractor’s services. Periodic reviews, conducted jointly by representatives of the University and the contractor shall be made to ensure that commission and guarantee payments, pricing structure and other phases of the operation are conducted in the most efficient and financially sound basis.

e. All period commission statements and payments shall be sent to the Vice President of Administration and Finance or his/her designee. Bookstore commissions and guarantee payments not received by the University on the 25th day following the last day of the period in which it was earned shall be paid by the Contractor plus a minimum penalty on the commissions due.

f. The contractor will be required to be a participant in LU’s licensing program. The contractor will not have exclusive rights for on-campus sale of LU clothing, novelties, cups, hats and memorabilia. LU items are sold by booster clubs, the LU foundation, and the LU Alumni Association. Special sales of a limited nature are also held by student organizations, student government, intercollegiate athletic teams or University departments.

g. The University will not be responsible for any bad debts incurred by the contractor.

1.11. UTILITIES, FIXTURES and ALTERATIONS

a. The University shall provide utilities (electrical, water, telecommunications and data outlets) to the University Bookstore; however, the awarded contractor must provide all the equipment, software and supplies necessary to connect to these utilities.

b. The awarded contractor shall supply the necessary merchandising fixtures for the operation of the Bookstore upon commencement of this agreement. The Contractor shall provide regular preventative maintenance for all bookstore operational equipment and fixtures in the Bookstore, and replace any bookstore operational equipment, contractor owned computer systems, or merchandising fixtures that require replacement. Provision and maintenance of cash registers are the responsibility of the Contractor, and all transactions shall be recorded on such registers.

c. The awarded contractor shall also provide fittings such as display racks for clothing, supplies, sundries, newspapers, magazines, etc., as well as refrigeration units for various items. Any existing University owned fixtures may be used in the event they are deemed adequate upon inspection by the University and the awarded contractor.

d. The awarded contractor shall furnish, decorate and generally outfit the Bookstore in such a manner as to present a high-quality retail operation dedicated to providing university bookstore operations.

e. The awarded contractor is not allowed to make “any” alterations, construction changes, wiring, infrastructure, or modifications to the space without the approval of LU Facilities and Planning. All agreed upon work will be managed by LU Facilities and Planning to ensure all compliance codes are met to protect the University. Such alterations or facility changes shall be made at the sole expense of the Contractor.

f. The University or the University’s contracted cleaning vendor shall sweep and damp mop all VCT areas and vacuum carpeted areas daily Monday thru Friday (excluding holidays). The University or the University’s contracted cleaning vendor shall also strip and wax the VCT areas and clean and extract all carpets of the Bookstore a minimum of once per calendar year. The Contractor shall be responsible, at its sole expense, for providing the remainder of the general custodial services, including but not limited to cleaning windows, all trash removal, dusting and general light cleaning.

1.12. SECURITY

a. The facility is accessed via key. The Contractor shall also be responsible for the security of those areas that are used by its employees and agents. The Contractor shall immediately report to University police any trespass or break-in to areas of the University campus utilized by the Contractor and for reporting all the facts known to it relating to losses incurred as a result of such trespass or break-in.
b. The awarded contractor shall purchase locks and other security devices not provided by the University that may be required by the Contractor to further secure products or property maintained by it within the Bookstore. Contractor may not purchase any lock devices for building or bookstore entrance, exit or any other external bookstore or building access points.

c. The awarded contractor shall be responsible for the cost of any re-keying of the bookstore facilities which is caused by the contractor through the loss of keys or other reasons.

d. Lincoln University currently uses Sonitrol/Stanley security system. The contractor shall pay for all implementations associated with a security alarm system and should include a panic button if there will be cash on site. The contractor will be responsible for purchasing (from a vendor of their choosing) all loss prevention devices for in-store inventory.

e. Lincoln University’s cameras, video recordings and video management are owned by LU Student Affairs, supported by LU Information Technology and managed by Kenton Brothers under a services agreement. Lincoln University’s video management solution is Milestone Xprotect Corporate v2018 running on a virtual server on VMware/VSphere (v6.5 or higher) on MS 2016 server OS. Video recordings are stored on a Dell EMC SCv300 SAN backed up using Veeam Enterprise to a Synology RackStation NAS. Lincoln University’s network is a Dell 80GB backbone with 20GB uplinks to data closets, Gigabit ports, 1 Gig internet connections (expandable to 10 Gig) and 802.11ac wireless access points with a SonicWALL firewall. The provider will be responsible for setting up and maintaining any needed servers for services provided. A local VM server can be contracted with ITS and made available within the ITS server/VM farm to the provider if needed. Any and all video surveillance equipment used on LU’s campus must be viewable and accessible by LU’s Police Department.

f. The University shall have immediate access to all secured areas for the purpose of emergency and security reasons.

g. The University shall provide the awarded contractor with campus security services including night patrol, door checks, security consulting, and call response. Security services provided by the University shall not include armored car service.

1.13. EQUIPMENT & FACILITIES MAINTENANCE, REPLACEMENT & SANITATION

a. The Bookstore premises, equipment, supplies and facilities shall be maintained for the life of this contract in conditions satisfactory to the University and in compliance with all university, state and local related health and sanitation codes. Thus, the awarded contractor shall adhere to the highest standards of cleanliness and sanitary practices.

b. Complete cooperation and access to all service, production and storage areas must be made available to State Health inspectors, LU’s Director of Facilities and Planning (or designee), LU’s Police Department and LU’s environmental health personnel for inspection purposes. The Contractor shall implement corrective operating measures required as a result of these inspections and reports within a ten-day notification from the University.

c. The awarded contractor shall remove all waste packaging including, but not limited to, master cartons and boxes from service and storage areas to dumpsters provided and serviced by the University.

d. The awarded contractor shall provide refuse waste containers, including waste container liners, in sufficient quantity to maintain sanitary standards for trash disposal. The awarded contractor shall also comply with University and state policies related to recycling of waste materials.

e. The University shall be responsible for the costs of insect and pest control in all retail and storage areas of the Bookstore. The awarded contractor shall maintain maximum insect and pest control for the products and equipment of the bookstore.
f. All material, equipment and supplies utilized by the contractor shall comply fully with all applicable safety requirements set forth in state and federal statutes and regulations, the rules of the Industrial Commission on Safety, and all applicable OSHA standards.

g. The University shall assume financial responsibility for the following:
   i. All repairs to and maintenance of the Student Center building, including that portion of the building to be utilized by the Contractor for operation of the Bookstore; and
   ii. Snow removal.

1.14. TELEPHONE SERVICES and DATA CONNECTION

a. The University shall provide the awarded contractor with telephone equipment and services. Such services include initial installation of the telephone units, campus and extended local service calling coverage, voicemail services and VoIP lines necessary to connect alarms, faxes and modems. The University, as owner of the VoIP service, will bill the awarded contractor monthly at current University rates for the equipment, line, toll, circuit and other miscellaneous costs. If during the life of the agreement, the awarded contractor requests additional or replacement handsets, lines, or associated services, charges will be billed in accordance with University departmental rates.

b. The University will also provide upon request data access connections to the University’s network and internet. The awarded contractor is responsible for providing all the cables, network cards and software necessary to connect to the data jack(s) for each personal computer. The University shall also provide physical access and connections to the contractor’s private network. The awarded contractor shall provide Bookstore personnel with personal computers as necessary, including all the cables, network cards and software required to connect each personal computer to the University’s data network and/or the contractor’s private network.

c. The University will provide six (6) e-mail accounts for use by Bookstore staff for communication with students, faculty and staff.

d. The awarded contractor shall provide an LU branded web site through which sales are made to the LU community and others. All sales (textbooks, other books, supplies, etc.) through this web site must be recorded as sales under this contract and eligible for commission. It is desirable that the contractor’s website have the functionality to be integrated with LU’s registration site (powered by Ellucian Colleague) allowing students to see and purchase their book at the time of course registration.

e. The University will take into consideration technology requests made by the awarded contractor during the life of this contract, and negotiate in good faith the distribution of costs associated with such projects.

1.15. PERSONNEL EMPLOYMENT PRACTICES AND STAFFING

a. The Contractor shall furnish a supervisor or employee who will be available on call so that the University is assured of 24-hour service as required or needed.

b. The awarded contractor shall provide headquarters management staff, made known to the University, to act with full authority on the awarded contractor’s behalf in any and all matters pertaining to the specifications of this contract.

c. Personnel relations of employees on the awarded contractor’s payroll shall be the awarded contractor’s responsibility. The awarded contractor shall comply with all applicable government regulations related to the employment, compensation, and payment of personnel. The awarded contractor shall also provide training and development programs for their employees at all levels of the organization.

d. The Contractor shall control the conduct, demeanor and appearance of its employees and agents.

e. Personnel of the awarded contractor shall observe all regulations of the University; failure to do so may be grounds for dismissal. The University reserves the right to approve any vendor personnel assigned to the campus.
f. Employee identification (i.e. name badges) shall be provided by the Contractor. All employees of the Contractor shall display such identification while on duty at the University.

g. All employees on the awarded contractor’s payroll shall be the awarded contractor’s responsibility. The awarded contractor shall comply with all applicable federal and State of Missouri governmental regulations related to non-discrimination, employment, compensation, and payment of personnel practices.

h. The awarded contractor shall be encouraged to employ LU students to fill short and long term part time employment needs.

i. All employees on the awarded contractor’s payroll shall be subject to standards of conduct as stated in the Lincoln University Staff Employee Handbook. See Appendix IV.

1.16. Transition Planning

a. The awarded contractor shall work with the University to develop transition plans. Both transition in and transition out plans should be treated as unique projects, and shall have clearly defined lines of communication to driver upfront review and decisions on requirements, roles, and measurement. Both plans should be designed to create minimal issues or disruptions to Lincoln University.

b. Transition plans must address:
   i. Proposed Roles and Responsibilities
   ii. Communications during transition
   iii. Transfer/return of records, information, equipment, and/or assets
   iv. Acquisition/disposal of on-hand inventory

c. An initial transition-in plan should be included with the proposal, with the understanding that the plan will be finalized as soon as possible after the award of the contract.

d. The transition-out plan should be similar to the transition-in plan, and should be developed within the first six months of the contract and reviewed annually thereafter.
SECTION 2. PROPOSAL REQUIREMENTS: FORMAT, SUBMISSION, EVALUATION

2.1. 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. Failure to adhere to this requirement may result in the rejection of your proposal. Questions should be submitted in writing and received not later than February 22, 2019.

2.2. 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.

2.3. 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.

1. Describe how your firm proposes to meet the scope of work. Proposal should include a narrative that addresses the Scope of the Project and demonstrates your understanding of LU’s service needs and requirements.

2. Provide descriptions of your internal accounting program and include forms used for:
   • Inventory control for central warehouse, on location storage areas, and inventory control;
   • Bookstore personnel accounting controls;
   • Method of recording, checking and reporting sales;
   • Route and internal control of cash handling of revenues;
   • Internal audit system;
   • Regular accounting and cash control forms used with detailed explanation of each and their importance.

3. Provide complete information on proposed programs for future business development to increase sales, increase revenues and build services.

4. Propose plans for facility enhancements and leasehold improvements for bookstore services, if any. Please be specific.

5. The financial capacity of the bidder must be sufficient to support the specified service, provide initial inventories, equipment and labor and cash flow to guarantee performance. Please provide a complete balance sheet or annual reports as of the last fiscal year of operation. Certification of this report by a Certified Public Accountant is required.

6. Provide an organization chart and a plan for the administrative management, supervision and staffing required under the specifications of this contract, including regional and headquarters support and description of the qualifications of the manager candidate to be assigned to the University.

7. Name and address of operating company and the names of all the owners or principals of
the company or corporation. Indicate form of ownership, i.e., corporation, partnership, etc., under its present business name.

8. Provide a description of your organization’s training programs for employees, supervisors and managers.

9. Provide plans for advertising, merchandising and promotion for the first year of the contract, including marketing programs and schedules for implementation. Describe how social media is used as part of your strategy. Proposals should focus on programs to maximize sales volume on campus.

10. Describe in general terms your approach to meeting the service requirements of this contract including evenings, weekends, athletic events, and special events.

11. The bidder’s response must clearly demonstrate the capacity to handle the requirements of this contract in addition to current workload. Does the bidder have sufficient staff of properly trained employees to take on and consistently maintain the resulting contract? Explain.

12. Provide other such information as the bidder deems pertinent for consideration by the University (value added services)

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. References Form

h. Project schedule and timeline

i. Fee Schedule or Pricing Proposal Page (Project costs and budget)

2.4. 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

2.5. 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.
2.6. 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.
SECTION 3. PROPOSAL EVALUATION PROCESS

3.1. 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. Implementation of the initial project phase will begin immediately with the successful provider upon Lincoln University Board of Curators approval of and signature on the contract award.

3.2. 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.

3.3. 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.

3.4. 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.

3.5. The following criteria will form the basis upon which Lincoln University will evaluate proposals.
   a. Provider qualifications
      i. Proposer’s financial capacity to support the required services
      ii. Quality of organizational chart, local team and management qualifications and experience
      iii. Company’s training program(s)
      iv. References, specifically experience in Higher Education and/or experience with HBCUs.
      v. Quality and soundness of internal accounting program
   b. Project approach and scope of work
      i. Demonstrated understanding of LU’s service requirements, and your firm’s ability to meet the described scope of work and to provide first class, comprehensive bookstore operations.
      ii. Proposer's demonstrated ability to develop future business, increase sales, increase revenues and build services through advertising promotions and marketing programs to maximize sales volume
      iii. Proposed facility enhancements and improvements
      iv. Willingness and ability to meet special service requirements of the contract (special events, football games, etc)
      v. Additional information/value added services
   c. Project schedule and timeline: Ability to be able to provide books and other services to students for the start of the AY20 semester (August 2019)
   d. Project costs and budget: Economic package, including commissions and guaranteed revenue to the University
   e. Project presentations (if needed)

3.6. 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.

3.7. 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.

3.8. 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.
3.9. 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.

3.10. 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.

3.11. 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.

3.12. 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.

3.13. 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.
   c. Formation of Contract
      i. Lincoln reserves the right to enter into negotiations with the selected Proposer in an effort to reach a mutually satisfactory Contract that will be executed by both parties and will be based on this RFP, including the Terms and Conditions, the RFP proposal submitted by the selected Proposer and the subsequent negotiation.
      ii. The University reserves the right to award a Contract based on an offer which, in the sole opinion of the University, best fulfills or exceeds the requirements of this RFP and is deemed to be in the best interest of the University.
      iii. The Contract, when duly executed, shall represent the entire agreement between the parties.
SECTION 4. 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.

4.1. Contract Period: The contract period is as stated on page 1 of this RFP.

4.2. 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.

4.3. 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.

4.4. 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.

4.5. 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.

4.6. 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.

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

4.8. 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.

4.9. 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.
4.10. 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.

4.11. 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.

4.12. 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.

4.13. 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.

4.14. 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.

4.15. 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.

4.16. 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.

4.17. 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.

4.18. 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.

4.19. 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.
   a. 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.
   b. 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.

c. 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

d. 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

4.20. 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.

4.21. 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.

4.22. 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.
APPENDIX I. REFERENCES FORM

Proposals should include five institutions, of similar or the same size, where your organization has provided compressive bookstore services similar to those being proposed for LU. Please include name, title, telephone number and e-mail address of a contact person at each institution.

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APPENDIX II. 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

Provider

By: ________________________________
Jerald Woolfolk, President
Lincoln University of Missouri

By: ________________________________
Authorized Representative

Name and Title (Printed)

Date: ________________________________

Date: ________________________________
APPENDIX III. LINCOLN UNIVERSITY PURCHASING DEPARTMENT TERMS AND CONDITIONS – REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

a. Agency and/or State Agency means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by Lincoln University. Lincoln University is also responsible for payment.

b. Amendment means a written, official modification to an RFP or to a contract.

c. Attachment applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.

d. Proposal Opening Date and Time and similar expressions mean the exact deadline required by the RFP for the physical receipt of sealed proposals by Lincoln University in its office.

e. Offeror means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.

f. Buyer means the procurement staff member of Lincoln University. The Contact Person as referenced herein is usually the Buyer.

g. Contract means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.

h. Contractor means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.

i. Exhibit applies to forms which are included with an RFP for the offeror to complete and return with the sealed proposal prior to the specified opening date and time.

j. Request for Proposal (RFP) means the solicitation document issued by Lincoln University to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.

k. May means that a certain feature, component, or action is permissible, but not required.

l. Must means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a proposal being considered non-responsive.

m. Pricing Page(s) applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and returned by the offeror with the sealed proposal prior to the specified proposal opening date and time.

n. RSMo (Revised Statutes of Missouri) refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Lincoln University.

o. Shall has the same meaning as the word must.

p. Should means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri. The offeror shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.

b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the offeror and Lincoln University.

c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.

d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.

e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

a. It shall be the offeror’s responsibility to ask questions, request changes or clarification, or otherwise advise Lincoln University if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive procurement process, etc., must be directed to the buyer from Lincoln University, as indicated on the first page of the RFP. Such communication should be received at least ten calendar days prior to the official proposal opening date.

b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received by Lincoln University less than ten calendar days prior to the RFP opening date may not be answered.

c. Offerors are cautioned that the only official position of Lincoln University is that position which is stated in writing and issued by Lincoln University in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a
formal or official response or statement.

d. Lincoln University monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
e. The RFP is available for viewing and downloading on Lincoln University’s Purchasing Department webpage. E-mail notifications will be sent to potential offerors at the current address maintained on the vendor registration file in Lincoln University’s Purchasing Department. Any subsequent amendment to an RFP shall be e-mailed to the same address as the original RFP unless otherwise notified.
f. Lincoln University reserves the right to officially modify or cancel an RFP after issuance. Such a modification shall be identified as an amendment.

4. PREPARATION OF PROPOSALS

a. Offerors must examine the entire RFP carefully. Failure to do so shall be at offeror’s risk.
b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
c. Unless otherwise specifically stated in the RFP, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition.
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 an 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 shall 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 an offeror but not reflected on the pricing page shall be subject to evaluation if deemed by Lincoln University to be in the best interests of Lincoln University.

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

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

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

f. Lincoln University reserves the right to reject any and all proposals.

g. When evaluating a proposal, Lincoln University reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.

h. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.

i. Any award of a contract shall be made by written notification from Lincoln University to the successful offeror. Lincoln University reserves the right to make awards by item, group of items, all or none, or a combination thereof on a geographic and/or statewide basis with one or more suppliers. The grouping of items awarded shall be determined by Lincoln University based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of Lincoln University.

j. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.

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

9. CONTRACT/PURCHASE ORDER

a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.

b. A binding contract shall consist of: (1) the RFP and any exhibits or amendments thereto, (2) the contractor's response (proposal) to the RFP including the contractor's best and final offer and (3) Lincoln University's acceptance of the response (proposal) by "notice of award" (for ongoing provision of equipment, supplies, and/or services) or by "purchase order."

c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Prior to 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.
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.
APPENDIX IV. STAFF EMPLOYEE HANDBOOK

STAFF EMPLOYEE HANDBOOK

The Essential Guide for Professional, Support and Service Staff

Human Resources Services
Lincoln University
2000 East Pine
Jefferson City, MO 65102

973-655-5581 internal
(573) 655-5581 (fax)

Pamela Goodman Nov. 29, 2013

Section 1: Introduction
1.0 Purpose
1.1 Philosophy
1.2 Staff Development

Section 2: Management and Support
2.0 General Staff
2.1 Staff Development
2.2 Staff Evaluation

Appendixes
A. Staff Development
B. Staff Evaluation

This handbook is intended to serve as a guide for the professional, support, and service staff of the University. It is designed to provide information on the policies and procedures that govern the operation of the University, as well as to outline the responsibilities of the various staff members. The handbook is intended to be a living document, and will be updated as necessary to reflect changes in policy or procedure.

February 12, 2019
The staff performance above and below is expected. In the event of poor performance, you may be asked to attend a refresher course. Poor performance may affect your duties. You must actively participate in the refresher course and show improvement. If you fail to do so, you may be dismissed.

Social Security Number

The social security number is a national identification number used by the Internal Revenue Service (IRS) for tax purposes. It is a unique number that identifies you individually and does not change over time. You must provide this number to your employer in order to receive a pay stub and to file your taxes.

Bank Autonomy

Bank autonomy is the ability of a bank to operate independently and make decisions regarding its own affairs. It is important to maintain a strong and independent banking system in order to promote economic growth and stability. Banks must be able to make decisions that are in the best interest of their shareholders and customers, without interference from government officials or other external parties.

Appendix IV: Staff Employee Handbook

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Appendix IV: Staff Employee Handbook

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Appendix IV: Staff Employee Handbook

February 12, 2019

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Business Operations Information

The bookstore is a key component of the campus experience. As a significant part of the campus community, the bookstore plays a vital role in supporting the educational mission and student life. It serves as a gateway to learning resources, providing students with a wide range of materials and services.

Operational Hours
The bookstore is open Monday through Friday from 8:00 AM to 5:00 PM and Saturday from 10:00 AM to 1:00 PM. Extended hours may be available during special events or as needed.

Contact Information
For any questions or concerns, please contact the bookstore manager at (505) 123-4567 or via email at bookstore@lincoln.edu.

Business Operations Information

The bookstore plays a critical role in the campus community, offering a wide range of products and services. With a focus on customer satisfaction, the bookstore strives to meet the needs of students, faculty, and staff.

Operational Hours
The bookstore is open Monday through Friday from 8:00 AM to 5:00 PM and Saturday from 10:00 AM to 1:00 PM. Extended hours may be available during special events or as needed.

Contact Information
For any questions or concerns, please contact the bookstore manager at (505) 123-4567 or via email at bookstore@lincoln.edu.

Appendix IV: Staff Employee Handbook

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## Work Schedule

**Work Hours**

- Weekdays: 8:00 AM - 5:00 PM
- Saturday: 9:00 AM - 12:00 PM

**Breaks**

- 30 minutes for lunch

**Overtime**

- Paid overtime is not typically offered at the bookstore operation services.

## Staff Employee Handbook

The Lincoln University Staff Employee Handbook is a comprehensive guide for all staff members. It covers topics such as job responsibilities, benefits, conduct, and more. Here are some highlights:

### Employment Information
- Employment is on a probationary basis for the first 6 months.
- Staff members are evaluated at the end of the probationary period.

### Conduct
- Staff members are expected to maintain a professional demeanor.
- Absenteeism may result in disciplinary action.

### Benefits
- Eligibility for health insurance, retirement, and other benefits varies.

### Grievance Procedure
- Staff members may file grievances if they believe their rights have been violated.

### Conclusion
- The handbook is subject to change and updates are provided as necessary.

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*Note: The above text is a fictional representation based on common elements found in employee handbooks.*
APPENDIX V. FLOOR PLANS

65933 - SCRUGGS UNIVERSITY CENTER BASEMENT FLOOR