



**LINCOLN UNIVERSITY
PURCHASING DEPARTMENT
INVITATION FOR BID (IFB)**

IFB NO.: B19-1171
TITLE: Elevator Maintenance and Repair
ISSUE DATE: April 25, 2019

REQ NO.: Not Applicable
BUYER: Michael Rothermich
PHONE NO.: (573) 681-5417
E-MAIL: rothermichm@lincolnu.edu

RETURN BID NO LATER THAN: May 14, 2019 AT 2:00 P.M. CENTRAL TIME

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

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

CONTRACT PERIOD: Contract will be effective from **JULY 1, 2019 THROUGH JUNE 30, 2020**. The University shall have the right, as its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the University exercises such right, all terms, conditions, provisions of the contract, including prices, shall remain the same and apply during the renewal period.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	
DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID #	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
VENDOR NO. (IF KNOWN)	TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input type="checkbox"/> FEIN or <input type="checkbox"/> SSN	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other			
CONTACT PERSON		E-MAIL ADDRESS	
PHONE NUM BER.		FAX NUMBER	

NOTICE OF AWARD (LINCOLN UNIVERSITY ONLY)

ACCEPTED BY LINCOLN UNIVERSITY AS FOLLOWS:		
CONTRACT NO.		CONTRACT PERIOD
BUYER	DATE	PURCHASING DIRECTOR

1. Purpose:

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

2. Background Information:

Lincoln University of Missouri is a historically black, 1890 Land-grant, public, comprehensive institution that provides excellent educational opportunities including theoretical and applied learning experiences to a diverse population within a nurturing, student-centered environment.

3. Contact:

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

4. Contractual Requirements:

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

The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive an official letter or an official authorized, signed purchase order from the Director of Purchasing.

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

Any changes to the contract, whether by modification and/or supplementation, must be accompanied by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the university or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the university, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

5. Clarification of Requirements:

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

6. Submission of Bids:

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

7. Award of Contract:

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

8. Price:

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

9. Freight, Shipping and Handling Charges:

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

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

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

10. Contractor Liability:

The contractor agrees that Lincoln University shall not be liable for any damages or costs or injury incurred by the contractor of his/her employees arising of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.

The contractor shall be responsible for any and injury or damage as a result of the contractor’s negligence involving any equipment or service provided under the terms and conditions of the contract. In addition to the liability imposed upon the contractor on account of personal injury (including death), or property damage suffered as a result of the contractor’s negligence , the contractor assumes the obligation to save Lincoln University, including its agents, employees, and assigns, from every expense (including attorney fees), liability, or payment arising out of such negligent act. The contractor also agrees to hold Lincoln University, including its agents, employees, and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract and indemnifies Lincoln University for all costs, expenses (including attorney fees), damages and payment.

11. Replacement of Damaged Product:

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

12. Substitutions:

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

approval of the university.

13. Preprinted Marketing Materials:

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

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

14. Description of the Product:

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

15. Open Competition:

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

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

16. Warranty

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

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.

CONTRACTUAL REQUIREMENTS:

1. General Requirements:

- a. The contractor shall provide elevator maintenance and repair services for the University in accordance with the provisions and requirements stated herein.
- b. The contractor shall perform all services necessary to maintain all elevators, and other similar equipment (hereinafter referred to as “covered units”) on the University campus. The contractor shall maintain the cover units in optimum working order and in first class operating condition in accordance with the current provision of the ANSI standard A17.1 and the provisions and requirements stated herein.
- c. The contractor shall be a proven leader in the elevator maintenance business and should have a minimum of five (5) consecutive years of experience in the provision of elevator maintenance.
 - i. Contractor must hold all applicable license, insurance, and be fully bonded.
 - ii. Contractor must provide skilled, experienced elevator service mechanics and apprentices to perform the maintenance and repair herein.
- d. The contractor shall provide services on an as needed, if needed basis.
- e. The contractor shall understand and agree that because the contractor was familiar with the elevators and the conditions that existed prior to award of the contract, the contractor shall not be relieved of the performance of the provisions and requirements specified herein.
- f. Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies to perform the services required herein.

2. TOUR/INSPECTION OF ELEVATORS:

- a. **The University will conduct a Tour/Inspection of the elevators on Tuesday May 7, 2019 at 9:00am. Interested individuals should reports to the Purchasing Department at 1002 Chestnut St. Jefferson City, MO. The Tour/Inspection is not mandatory, but it is strongly encouraged.** Please note that no questions will be answered during the tour/inspection.
 - i. During the tour/inspection, if a potential vendor discovers any discrepancy/conflict with the information provide on **Elevator Information** attachment, the potential vendor should immediately notify Mike Rothermich buyer of record at 573-681-5417 or email rothermichm@lincolnu.edu of such discrepancy/conflict.
- b. Contractor Contact: **All questions pertaining to the tour/inspection should be submitted in writing and received not later than Wednesday May 8, 2019** to Mike Rothermich, Buyer of record at 573-681-5417 or by email at rothermichm@lincolnu.edu
- c. Each contractor is solely responsible for a complete inspection, examination, and assessment of the University’s elevators to become familiar with any existing condition, factor, or item that may affect or impact the performance of services required herein.
 - i. Failure to inspect, examine, or asses any elevator does not exclude the contractor from the performance of the services required herein.

3. PERFORMANCE REQUIREMENTS:

- a. The contractor shall provide maintenance and repair services to all covered units on the University campus as specified on the Purchase Order issued by the Purchasing department. The covered units for the University are identified in the attached **Elevator Information** and **Campus Map** attachment.
 - i. Failure to inspect, examine, or assess any elevator does not exclude the contractor from performance of the services required herein.
 - ii. Due to renovation and other circumstances that may arise, the University reserves the right to suspend services to any covered unit(s) listed on **Elevator Information**. The University shall provide the contractor with at least ten (10) business days written notice when maintenance/repair on an existing covered unit shall be suspended or when the contractor shall resume maintenance/repair services on a renovated covered unit.
 - iii. In the event of a discrepancy in the descriptive information on a covered unit is discovered, the contractor shall notify the University Facilities and Planning and the Purchasing department of the discrepancy. Upon verification from Facilities and Planning and the Purchasing department may amend the contract to reflect the correct descriptive information. However, the contractor shall not be entitled to any increase to the contract price for such covered unit.
- b. Additional Covered Units – Due to property acquisition, new construction, or other circumstances that may arise, the University reserves the right to add a covered unit(s) to receive maintenance and repair services as specified herein. Any additional covered unit(s) shall be amended with a signed Purchase Order (PO) by the Director of Purchasing.
 - i. For any additional unit(s) for the University in which the contractor provides maintenance services, the contractor shall provide the University with proposed pricing for providing the preventive maintenance and repairs.
 - ii. The contractor's pricing for any additional covered unit(s) shall be comparable to or less than the firm, fixed prices stated on the Pricing Page for similar make, model, size.
 - iii. The contractor shall agree and understand that while incorporating the new unit(s) into the contract is preferred, the contract shall not be construed as an exclusive arrangement. If it is in the best interest of the University and approved by the Director of Purchasing, the University may obtain services elsewhere.
- c. The contractor shall be liable for any and all damages to building(s) or premises resulting from the contractor's actions, including but not limited to any damage caused by the use of tools, materials, and equipment. The contractor is responsible for such damages at no cost to the University.
- d. The contractor shall furnish all labor, tools (including diagnostic tools), material to perform the maintenance and repair services as necessary. Contractor must also furnish replacement parts for any part of the covered unit as necessary in order to ensure optimum working order and first-class operating condition.
- e. Contractor shall complete all work in accordance with the National Electric Code, American Standard Safety Code, and the National Fire Protection Association (NFPA) codes.

4. PRE-MAINTENANCE REPAIRS/ SERVICES REQUIREMENTS:

- a. If requested by the University, the contractor shall provide the pre-maintenance repairs or services listed on the Pricing Page of the contractor's awarded proposal. The University reserves the right to obtain services elsewhere for the pre-maintenance repairs or service.
- b. If the contractor was authorized in writing by the University to provide the pre-maintenance repairs or services, the contractor shall perform the pre-maintenance repairs or services as indicated by the University and shall be paid for the pre-maintenance repairs or services in accordance with the firm, fixed pre-maintenance repairs or services prices stated on the Pricing Page of the contractors awarded proposal.
- c. After completion of the listed pre-maintenance repairs or services either by the contractor or other source, the University shall notify the contractor. The contractor shall inspect each covered unit to verify the covered unit's optimum working order and first-class operating condition. After such verification, the covered unit(s) shall be turned over to the contractor for maintenance as specified herein.

5. PREVENTIVE MAINTENANCE:

- a. The contractor shall administer, coordinate, update and enforce all warranties provided by the respective covered units' service providers and equipment suppliers.
 - i. The contractor shall maintain and keep the warranty documents updated throughout the term of the contract.
 - ii. The contractor shall perform all preventative maintenance and repair services necessary so that all warranties are maintained in full force and effect.
 - iii. The contractor shall agree and understand that warranties and any other such documents shall remain the property of the University. Upon expiration, termination, or cancellation of the contract, the contractor shall return the updated warranties to the University.
- b. Contractor must perform preventative maintenance on all covered units in accordance with the requirements and frequency according to the **Preventative Maintenance Guidelines (attachment 2)** attachment and in accordance with the following:
 - i. The contractor shall agree and understand that the frequency for preventative maintenance will be stated on the pricing page
 - ii. Contractor must perform services that will minimize wear and tear on all covered units and to prevent a breakdown which would put the covered units in out of service.
 - iii. As required, the contractor must service and treat all motor windings and controller coils with a proper insulating compound to maintain the equipment in a safe and optimum working condition.
 - iv. Contractor must keep all covered unit's mechanical equipment free from hydraulic oil leaks.
 - v. The contractor must perform a minimum of one (1) hour of preventive maintenance per covered unit, per the frequency specified herein unless otherwise specifically stipulated and approved by the University in writing.
 - vi. Prior to performing any preventive maintenance service, the contractor shall provide the University representative with an inspection and preventive maintenance report which outlines all tests and inspections to be performed by the contractor on each covered unit.

1. Inspection and maintenance report shall have the physical location of elevator, State I.D., Equipment I.D., and the Manufacture of elevator.
- vii. Contractor to provide the University with a copy of the companies' preventive maintenance check list.
 1. The list should include what components, test, will be covered and any parts that will be covered under the preventative maintenance.
- viii. Upon completion of any preventive maintenance and prior to payment, the contractor must obtain on the service ticket, the signature of the designated University personal.
 1. Service ticket should include the physical location of the elevator, State I.D., Equipment I.D., and the Manufacture of elevator.
- c. The University representative shall have the authority to make spot inspections at any time to ensure the contractor's compliance with the Preventive Maintenance Schedule.
- d. Preventive Maintenance Repair Components: The contractor must service or replace the components listed on **Attachment #3** as needed, in order to keep the covered units in optimum working order and in first class operating condition.
- e. In the event the contractor determines that a covered unit requires repairs beyond the Preventive Maintenance Repair services, the contractor shall document the need in writing to the University for consideration as a possible Basic Repair or Advanced Repair as described in the Repair Requirements section.

6. ANNUAL TESTING AND INSPECTIONS REQUIREMENTS:

- a. In accordance with the Missouri Elevator Safety Act, Section 701.350 - 701.380, RSMo and 11CSR 40-5.010 - 40-5.150, the contractor must perform annual testing and inspection on each covered unit as specified in the Missouri Elevator Safety Act.
- b. Upon written notification from the University, the contractor shall schedule the annual testing and inspection with the Missouri State Elevator Inspector to witness each testing and inspection. The contractor must give written notification to the University's Director of Facilities and Planning at least ten (10) calendar days prior to conducting the testing and inspection.
- c. If requested by the University, the contractor shall perform a full load, full speed test.
- d. The contractor must service and repair any deficiencies or violations identified during the annual testing and inspection. By no later than thirty (30) calendar days after the annual inspection, the contractor must complete all such repairs.
 - i. If more than thirty (30) calendar days is necessary for a repair, the contractor shall provide written notification to the University describing the need for the additional time.
 - ii. The contractor must obtain written approval from the University for any extension to the thirty (30) calendar day requirement.
- e. Additional Testing/Inspections – The University shall have the right at any time during the effective period of the contract to obtain an independent inspection of the covered unit(s). In the event additional service is found to be required on the covered unit(s) as a result of the independent inspection, the contractor shall

perform such service at no additional cost, or the University may elect to have a third-party perform the required service. If the University elects to utilize the services of a third-party, the amount charged by the third-party shall be deducted from the contractor's payment hereunder or invoiced to the contractor as a total amount due.

- f. Maintenance Checklist – The contractor's personnel performing the maintenance and/or repair service shall maintain a checklist of all maintenance and repairs performed for each covered unit and shall initial and date all items on the checklist as service is performed. The contractor must keep the maintenance checklist up-to date at all times and must post the completed maintenance checklist in each mechanical equipment room or a place designated by the University.

7. REPAIR REQUIREMENTS:

As a result of normal wear and tear and due to the life cycle expectancy of various components in the covered units, repair services may be required. For purposes of this document, repairs shall be defined as follows:

- a. Basic Repair Services shall include, but not be limited to, repairs, parts, and labor to restore the normal operation and function of the covered unit to acceptable condition as determined by the University. Examples of repairs, services, and parts which shall be considered Basic Repair Services are provided on (**Attachment #4**).
- b. Advanced Repair Services shall include, but not be limited to, replacement, upgrades, repairs, parts and labor to enhance, modernize, refurbish, renovate, expand, or improve the operation and function of the covered unit as approved by the University. A basis for the University requesting Advanced Repair Services may include, but not be limited to, the failure of all previous efforts to restore the normal and safe operation of the covered unit, or if the overall operational integrity of the covered unit is in jeopardy.
- c. The contractor shall only provide repair services at the request of and with the prior written approval of the University.
- d. In the event the University requests the contractor to provide a basic or advanced repair service, the contractor shall inspect the covered unit and determine if a basic repair, advanced repair, or a total replacement is the best action to return the covered unit to optimum working order.
- e. If a basic or advance repair is recommended, the contractor shall provide the University with the following:
 - 1. Recommendation for a basic or advanced repair,
 - 2. Guaranteed not-to-exceed total price for the basic or advanced repair, and
 - 3. Definite time line for completing the basic or advanced repair.
- f. If a total replacement is recommended, the contractor shall provide the University with the following:
 - 1. Recommendation for a total replacement,
 - 2. Guaranteed not-to-exceed total price for the replacement, including any given prevailing wage, and,
 - 3. Definite time line for completing the replacement.
- g. The guaranteed not-to-exceed total price shall be computed using the firm, fixed price per hour as stated on the Pricing Pages for Basic Repair, or the Prevailing Wage requirements for Advance Repair, and the cost for the parts and materials plus the percentage of mark-up over the actual net cost for the parts and materials as stated on the Pricing Page.

- h. In no event shall the contractor compute a price per hour differential for overtime and non-working hours. Working hours shall be described as hours actually spent in the University building providing service and shall exclude any travel time.
- i. The contractor shall provide a detailed materials list that adequately describes all materials and services required to complete the repair service in order for the University to properly evaluate the suggested repair or replacement service and ensure compliance with the mandatory technical specifications of the covered unit.
- j. The contractor shall unconditionally guarantee all services, materials, parts, labor, etc., to be free from defects for a period of one (1) year from date of installation or performance of any service.
- k. The contractor shall agree and understand that the University shall have the right to approve or reject the guaranteed not-to-exceed total price and obtain the necessary repair or replacement services from another party as deemed to be in the best interest of Lincoln University.
 - i. In the event another party performs the necessary repair or replacement service, the contractor shall have the right to inspect the covered unit to verify proper completion of the repair or replacement service on the covered unit.
 - ii. The contractor shall submit a signed Acknowledgement and Acceptance indicating acceptance of the repair or replacement, operating condition, and performance of the covered unit(s).
 - iii. The contractor shall assume maintenance of the repaired unit upon receipt and approval of the signed Acknowledgement and Acceptance by the University.
- l. If the guaranteed not-to-exceed price is approved by the University, the University will provide a notice to proceed to the contractor for the repair or replacement service, and the contractor shall proceed with the approved repair or replacement service.
- m. In the event the University hires an outside/private company to correct substandard, deficient or incomplete services provided by the contractor, the contractor shall be responsible for the total cost charged by such company to perform any corrective service.

8. RESPONSE TO SERVICE REQUESTS:

- a. In the event the University requests service for on-site maintenance or repair due to problems with the covered units, the contractor shall respond to the service request based on the following:
 - i. **SERVICE REQUEST** - If the failure or problem with a covered unit inconveniences the normal operation of University business, the University will issue a Service Request.
 - 1. For covered units for the University, as identified on **Elevator Information**, if the Service Request was issued by the University prior to 5:00 p.m. the contractor shall arrive at the covered unit within four (4) hours of receiving the request. If the Service Request was issued by the University after 5:00 p.m., the contractor shall arrive at the covered unit by 8:00 a.m. the next business day.
 - ii. **IMMEDIATE SERVICE REQUEST** - If the failure or problem with a covered unit debilitates the normal operation of University business, the University will issue an Immediate Service Request.
 - 1. If the Immediate Service Request was issued prior to 5:00 p.m. the contractor shall arrive at the covered unit within thirty (30) minutes of receiving the request. If the Service

Request was issued after 5:00 p.m., the contractor shall arrive at the covered unit by 7:00 a.m. the next business day.

- iii. EMERGENCY SERVICE REQUEST - If the failure or problem with a covered unit threatens life, property, public health, or public safety, the University will issue an Emergency Service Request.
 - 1. The contractor must be available twenty-four (24) hours a day to respond to Emergency Service requests to immediately restore the covered unit to service.
 - 2. Upon the University authorization to proceed with services, the University will provide the contractor with the names of persons from the University who are authorized to request Emergency Service Requests.
- b. The contractor shall agree that Service Requests made verbally will be confirmed in writing via email by the University.
- c. Unless the contractor and the University mutually determine that the restoration of the covered unit to normal operation may only be accomplished through a Basic or Advanced repair, the contractor shall make every reasonable effort to restore the covered unit to normal operation during the response to the service request.
- d. Unless other specific arrangements are agreed upon by the University, the contractor shall respond, schedule, and perform repairs and Service Requests during regular University work hours (8:00 a.m. to 5:00 p.m.), Monday through Friday.
 - i. During the summer months from the middle of May to the middle of August the University will observe Summer hours (7:30 a.m. to 6:00 p.m.) Monday through Thursday.

9. CONTRACTOR PARTS INVENTORY AND STORAGE REQUIREMENTS:

- a. The contractor must stock and maintain, at the contractor's storage location, an adequate supply of spare parts needed to ensure the timely provision of the maintenance and repair of all covered units. The inventory shall include, but not be limited to, miscellaneous switches and relays, all circuit boards, and any other items which commonly fail or may likely be required.
 - i. All parts furnished and installed by the contractor shall be genuine original equipment manufacturer (OEM) replacement parts, made especially for the make and model of the covered unit on which they shall be installed, unless substitution is specifically approved by the University prior to installation.
 - ii. By no later than thirty (30) calendar days after the University's authorization to proceed with services, the contractor shall provide the University with a detailed list of spare parts which are regularly stocked and maintained by the contractor.
- b. Obsolete Parts – shall be defined as parts, components, or equipment that are no longer available from an industry parts, supplier, or are replaceable only by re-fabrication.
 - i. The contractor and the University shall mutually determine and agree on the obsolescence of a part, component, or equipment.
 - ii. The contractor shall provide the labor to remove and replace the obsolete part, component, or equipment at no cost to the University.
 - iii. The University will be responsible for the cost of the obsolete part, component, or equipment based on the firm, fixed prices stated on the Pricing Page for Obsolete Parts, and for labor of any re-fabrication based on the original invoice from the re-fabricator.

- c. The contractor must use only lubricants of the proper type or grade for the intended use. The use of improper, dirty, contaminated, or deteriorated lubricants shall be prohibited.
 - i. The contractor shall store all lubricants, fluids, etc., in approved containers and in a manner and location designated by University.
 - ii. The contractor shall properly dispose of waste lubricants within eight (8) hours after removal from a covered unit.
- d. The contractor shall provide a lockable storage cabinet(s) for the orderly arrangement and safekeeping of covered unit parts, wiring diagrams, and other printed data pertinent to the servicing of the covered unit(s). The contractor shall locate the lockable storage cabinet(s) in a machine room, penthouse, or other area designated by the University. The contractor shall permit the University to have access to any and all such storage cabinets provided by the contractor.

10. CONTRACTOR AND PERSONNEL REQUIREMENTS:

- a. The contractor shall provide a designated representative and a means for being contacted by the University on a twenty-four (24) hour, seven (7) day per week basis, such as a commercial paging service, cell phone, or customer call center.
- b. By no later than five (5) business days after the award of the contract, the contractor shall provide the University with the name, address, and contact information of the designated representative.
- c. The designated representative shall have the express authority to speak and make decisions on behalf of the contractor.
- d. The designated representative shall be the single point of contact to receive and respond to all requests for service.
- e. The designated representative must reply to the University within thirty (30) minutes of receiving the contact signal.
- f. The designated representative shall dispatch the appropriate technicians to respond to the request for service.
- g. The contractor's personnel shall be appropriately dressed and groomed while working in the buildings.
- h. The contractor's personnel shall always wear an article of clothing identifying the contractor or a subcontractor and have a picture ID tag visible.
- i. The contractor must have a company-wide, comprehensive technical training program to include formal skill level upgrade training, recurring training, refresher training, and remedial training.
- j. The contractor's training programs must include formal training courses, on-the-job training, and must be in compliance with OSHA and any other applicable regulatory agency.
- k. The contractor shall be responsible for the training of the contractor's personnel on the operation of the elevator systems and proper management procedures.

11. SAFETY REQUIREMENTS:

- a. The contractor must exercise precaution at all times to ensure the protection of persons and property.

- b. The contractor shall maintain a company safety program that educates all elevator service mechanics and apprentices on the hazards associated with the performance of the services required herein, and compliance with the codes and regulations governing the work required herein.
- c. The contractor shall comply with the provisions of all applicable federal, state, county, and local laws, ordinances, regulations, and codes (including obtainment of any required permits or certificates) in the contractor's performance; including, but not limited to, the standards promulgated by the OSHA, NFPA, NEC, the Missouri Elevator Safety Act, Section 701.350 – 701-380, RSMo and 11CSR 40-5.010 – 40-5.150, and all other applicable codes not specifically mentioned herein.
- d. The contractor must guard or remove machinery, equipment, and all hazards in accordance with the safety provisions of the most recent Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.
- e. The contractor must maintain good housekeeping practices in the performance of services. The contractor must keep covered unit pits, machine rooms, and penthouses clean and free of scrap parts, oily rags, combustible materials, and accumulation of debris of any kind.
- f. The contractor must keep the exterior of all covered units and all other parts and equipment that are subject to rust or corrosion properly painted, protected, and presentable at all times.

12. REPORTING REQUIREMENTS:

- a. Preventive Maintenance Service Reports:
 - i. By no later than forty-eight (48) hours after the performance of each preventive maintenance service, the contractor must submit a preventive maintenance report to the University's contact person.
 - ii. The preventive maintenance report shall include a copy of the maintenance checklists and shall be updated with the results of all tests and inspections and include the contractor's plan of action for correcting any deficiencies found during the inspections/testing.
- b. Monthly Service Report:
 - i. The contractor must submit a monthly service report to the University's contact person documenting each Service Request, Immediate Service Request, Emergency Service Request, Basic Repair Service, and Advanced Repair service completed during the monthly reporting period.
 - ii. The service report shall identify the covered unit serviced, and include the date, hour, location, and reason service was required and a brief description of services performed.
- c. University must be able to access to all service reports through an online account on contractor's website.

13. INVOICING AND PAYMENT REQUIREMENTS:

- a. Invoicing - The contractor shall submit a monthly invoice itemizing services provided as well as the specific purchase order (P.O.) number. Services or goods must be received before payment can be made. The invoice must be submitted to the "bill to" address as specified on the purchase order. The contractor shall include the following information for each monthly invoice:
 - i. The Preventive Maintenance provided for the covered units and the applicable firm, fixed price for each covered unit as specified on the Pricing Page.
 - ii. The Basic or Advanced Repair completed for the month identifying the Service Request, the level of service provided, the number of hours of service provided, the applicable firm, fixed price per hour or

prevailing wage rate, and the cost of parts. The contractor shall include a copy of receipts for all parts, a copy of the purchase order for the repair, and a copy of the signed service ticket by the designated University personnel.

- iii. The contractor must include a copy of all invoices from the re-fabricator in the event re-fabrication charges are incurred for labor to re-machine/reconfigure a part considered obsolete.
- b. Payments - Subject to the reductions for liquidated damages, the contractor shall be paid in accordance with the firm, fixed prices specified on the Pricing Page for performance of all services required herein.
 - i. Preventive Maintenance: If covered units are removed from or returned to the contract, the firm, fixed price per covered unit specified on the Pricing Page shall be removed from or added to the total amount due. Furthermore, the firm, fixed price per preventative maintenance shall be prorated for any portion of time less than one (1) month or quarter for which service was provided for the covered unit.
 - ii. Repair Requests: In the event a Basic or Advanced Repair Request was required, authorized, and completed, the contractor shall be paid the actual cost approved by the University. In no event shall the amount paid to the contractor for any repair services exceed the guaranteed not-to-exceed price quoted by the contractor.
 - iii. Parts and Materials: The contractor shall be reimbursed for parts and materials needed for the performance of the Basic or Advanced Repair based on the invoice for such parts/materials plus the firm, fixed percentage mark-up over the actual net cost of the part/material as stated on the Pricing Page.
- c. Service Requests: In the event a Service Request was provided, the contractor shall be paid as follows:
 - i. The firm, fixed price per hour based on the level of the service requested to restore the normal operation of the covered unit or performs a diagnosis for a repair.
 - ii. In the event parts and materials were used to restore the normal operation of the covered unit during the response to the service request, the contractor shall be paid for parts and materials based on the invoice for such parts/materials plus the firm, fixed percentage mark-up over the actual net cost of the part/material as stated on the Pricing Page.
 - iii. The re-fabrication charges for labor to re-machine/reconfigure a part considered obsolete, cost of the obsolete part, component, or equipment based on the firm, fixed prices stated on the Pricing Page for Obsolete Parts, and for the labor for any re-fabrication based on the original invoice from the re-fabricator.
- d. Other than the payments and reimbursements specified above, no other payments or reimbursements for parts, materials, expenses, services, travel, etc. shall be made to the contractor for any reason whatsoever.
- e. Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the University may withhold payment or reject invoices under the contract.
- f. Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract. The University shall have no obligation to pay any invoice submitted after the due date

PRICING:

For each elevator proposed, the vendor shall provide firm, fixed prices for all covered units proposed for Lincoln University for the original contract period and a maximum price for each potential renewal period for providing the services in accordance with the provisions and requirements of this IFB. All costs associated with providing the required services shall be included in the stated price(s).

Preventive Maintenance Service by Covered Unit: The vendor shall provide a firm, fixed price for the original contract period and a maximum price for each potential renewal period for Preventive Maintenance services for each covered unit listed below.

Quarterly Preventative Maintenance: The vendor shall provide a firm, fixed price per quarter for the original contract period and a maximum price for each potential renewal period for Preventive Maintenance services for each covered unit listed below.

Lincoln University – Quarterly Preventative Maintenance								
Item #	Location of Covered Unit	Manufacturer /Type	State I.D.	Original Contract Period Firm, Fixed Price per Quarter	1 st Renewal Option Period Maximum Price per Quarter	2 nd Renewal Option Period Maximum Price per Quarter	3 rd Renewal Option Period Maximum Price per Quarter	4 th Renewal Option Period Maximum Price per Quarter
1	Allen Hall 900 Chestnut	Schindler Hydraulic Passenger	12227	\$_____	\$_____	\$_____	\$_____	\$_____
2	Elliff Hall 709 E. Dunklin St.	Otis Hydraulic Passenger	7405	\$_____	\$_____	\$_____	\$_____	\$_____
3	Damel Hall 821 Taylor	Otis Hydraulic Passenger	7404	\$_____	\$_____	\$_____	\$_____	\$_____
4	Foster Hall 904 Chestnut	Schindler Hydraulic Passenger	7399	\$_____	\$_____	\$_____	\$_____	\$_____
5	Founders Hall/ 816 Chestnut	Esco/Otis Hydraulic Passenger	7394	\$_____	\$_____	\$_____	\$_____	\$_____
6	Martin Luther King 812 E. Dunklin	Kone Traction Passenger	4164	\$_____	\$_____	\$_____	\$_____	\$_____
7	Page Library #1 720 Lee	Montgomery Hydraulic Passenger	7397	\$_____	\$_____	\$_____	\$_____	\$_____
8	Page Library #2	Montgomery Hydraulic Passenger	7398	\$_____	\$_____	\$_____	\$_____	\$_____
9	Richardson Fine Arts 710 E. Dunklin	Otis Hydraulic Passenger	7396	\$_____	\$_____	\$_____	\$_____	\$_____
10	Soldiers Hall (ROTC) 903 Lafayette	Dover Hydraulic Passenger	7402	\$_____	\$_____	\$_____	\$_____	\$_____

11	Stamper Hall 824 Chestnut	Dover Hydraulic Passenger	9148	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
12	Scruggs University Center #1 819 Chestnut	Schindler Hydraulic Passenger	12692	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
13	Younghall 820 Chestnut	Montgomery Hydraulic Passenger	7403	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
14	Jason Gym 809 Lafayette	Thyseen-Krup Hydraulic Passenger	3609	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
15	Bennett Hall 818 Lee	Thyseen-Krup Hydraulic Passenger	15339	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
16	Dawson Hall (North #1) 711 Lee	Kone Traction Passenger	7391	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
17	Dawson Hall (North #2) 711 Lee	Kone Traction Passenger	7392	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
18	Sherman D. Scruggs 800 Locust	Kone Traction Passenger	19609	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
19	Sherman D. Scruggs (North) 800 Locust	Kone Traction Passenger	19610	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
20	Tull Hall 918 Taylor	Thyseen Hydraulic Passenger	10453	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
21	Anthony Hall 825 Chestnut	Kone Hydraulic Passenger	19611	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
22	Sherman D. Scruggs (Chair Lift Lower LULA)	National Wheel-O-Vator	19790	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
23	Scruggs University Center Dock Food Elevator 819 Chestnut	Montgomery Hydraulic Passenger	7393	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
24	Scruggs University Center Bookstore	Schindler Hydraulic Passenger	12693	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
25	Martin Hall 817 Lee	Kone Traction Passenger	23187	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

26	LINC Wellness Center 1299 Lafayette	Kone Traction Passenger	23185	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Annual Total				\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

SERVICE REQUESTS: Vendor shall provide a firm, fixed price per hour for the original contract period and a maximum price for each potential renewal period for on-site service request performed by the mechanic and apprentice.

Item #	Service	Original Contract Period Firm, Fixed, Price per Hour	1 st Renewal Option Period Maximum Price per Hour	2 nd Renewal Option Period Maximum Price per Hour	3 rd Renewal Option Period Maximum Price per Hour	4 th Renewal Option Period Maximum Price per Hour
27	Service Request Performed by a Mechanic	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
28	Service Request Performed by an Apprentice	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
29	Immediate Service Performed by a Mechanic	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
30	Immediate Service Performed by an Apprentice	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
31	Emergency Service Performed by a Mechanic	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
32	Emergency Service Performed by an Apprentice	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

REPAIR SERVICES: The vendor shall provide a firm, fixed price per hour for the original contract period and a maximum price for each potential renewal period for on-site Basic Repair Services performed by the mechanic and technician. In addition, the vendor shall state a firm, fixed percentage over the actual net cost for parts and materials. The vendor shall agree and understand that the percentage over net cost shall remain firm and unchanged for the entire term of the contract.

Item #	Service	Original Contract Period Firm, Fixed, Price per Hour	1 st Renewal Option Period Maximum Price per Hour	2 nd Renewal Option Period Maximum Price per Hour	3 rd Renewal Option Period Maximum Price per Hour	4 th Renewal Option Period Maximum Price per Hour
33	Basic Repair Service Performed by a Mechanic	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

34	Basic Repair Service by an Technician	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
35	Percentage Over Actual Net Cost for Parts/Materials	_____ %				

Please describe how you will be charging for parts and obsolete parts? -

Describe how you would charge for an elevator that was vandalized where ALL the buttons where popped out?

What components are serviced and checked during a preventative maintenance visit?

**LINCOLN UNIVERSITY
PURCHASING DEPARTMENT
TERMS AND CONDITIONS -- INVITATION FOR BID**

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

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

2. APPLICABLE LAWS AND REGULATIONS

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

3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

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

4. PREPARATION OF BIDS

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand

which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.

- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between Lincoln University and the bidder, if such bidder is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Bids, including all prices therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- 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 bid in order to be considered for award.

5. **SUBMISSION OF BIDS**

- a. An IFB submitted by a bidder must (1) be signed by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, (3) be priced as required, (4) be sealed in an envelope or container, and (5) be mailed or hand delivered (not faxed) to the Purchasing Department located, at Lincoln University at 1002 Chestnut St, and officially clocked in no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to Lincoln University Purchasing Department may be modified by signed, written notice which has been received by Lincoln University Purchasing Department prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid which has been delivered to Lincoln University Purchasing Department may only be withdrawn by a signed, written notice or facsimile which has been received by Lincoln University Purchasing Department prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a bid shall not be honored.
- e. Bidders delivering a hard copy bid to Lincoln University Purchasing Department must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- f. Electronic submission of bids shall not be accepted. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. **BID OPENING**

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. Lincoln University will not provide prices or other bid information via the telephone.
- b. Bids which are not received in Lincoln University Purchasing Department prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances.

7. **PREFERENCES**

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.
- d. In the evaluation of bids, a service-disabled veteran business preference shall be applied in accordance with Section 34.074 RSMo.

8. **EVALUATION/AWARD**

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by Lincoln University to be in the best interest of Lincoln University.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit Lincoln University. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to Lincoln University.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, Lincoln University reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, Lincoln University reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. Lincoln University reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, Lincoln University may negotiate for the required supplies.
- g. When evaluating a bid, Lincoln University reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.

- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
 - i. Any award of a contract shall be made by notification from Lincoln University to the successful bidder. Lincoln University reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by Lincoln University based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of Lincoln University.
 - j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
 - k. Lincoln University reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
 - l. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
 - m. The final determination of contract award(s) shall be made by Lincoln University.
- 9. CONTRACT/PURCHASE ORDER**
- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
 - b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) Lincoln University's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
 - c. A notice of award issued by Lincoln University does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for Lincoln University, the contractor must receive a properly authorized purchase order.
 - 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 representative 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 or modification 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. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
 - c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of Lincoln University.
 - d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
 - e. Lincoln University assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
 - f. All invoices for equipment, supplies, and/or services purchased by Lincoln University shall be subject to late payment charges as provided in Section 34.055 RSMo.
 - g. Lincoln University reserves the right to purchase goods and services using the Lincoln University purchasing card.
- 11. DELIVERY**
- Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.
- 12. INSPECTION AND ACCEPTANCE**
- a. No equipment, supplies, and/or services received by Lincoln University pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
 - b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
 - c. Lincoln University reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
 - d. Lincoln University's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.
- 13. WARRANTY**
- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Lincoln University, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
 - b. Such warranty shall survive delivery and shall not be deemed waived either by reason of Lincoln University's acceptance of or payment for said equipment, supplies, and/or services.
- 14. CONFLICT OF INTEREST**
- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
 - b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.
- 15. REMEDIES AND RIGHTS**
- a. No provision in the contract shall be construed, expressly or implied, as a waiver by Lincoln University of any existing or future right and/or remedy available by law in the event of any claim by Lincoln University of the contractor's default or breach of contract.
 - b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to Lincoln University of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for

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 notice to the 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 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, unless otherwise provided by law. 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, suspension, or debarment by Lincoln University 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. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

23. 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.