



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

RFP NO.: B19-1174
TITLE: INTERNATIONAL STUDENT HEALTH INSURANCE
ISSUE DATE: APRIL 29, 2019

BUYER: DEBRA KIDWELL
PHONE #: (573) 681-5415
E-MAIL: kidweld@lincolnu.edu

RETURN PROPOSAL NO LATER THAN: MAY 16, 2019 AT 2 P.M. CENTRAL TIME

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

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

CONTRACT PERIOD: AUGUST 1, 2019 THROUGH JULY 31, 2020, WITH THE OPTION TO RENEW THE CONTRACT FOR FOUR (4) ADDITIONAL ONE-YEAR PERIODS.

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

SIGNATURE REQUIRED

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

NOTICE OF AWARD (LINCOLN UNIVERSITY ONLY)

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

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- NON COLLUSION AFFIDAVIT
- AFFIDAVIT OF WORK AUTHORIZATION
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INTRODUCTION

This Request for Proposal is to select a health insurance provider for international students at Lincoln University of Missouri (LU) for the academic year 2019-2020. The provided insurance must meet all required federal guidelines and minimums.

LINCOLN UNIVERSITY STUDENT HEALTH SERVICE CENTER

All students, including international students, are eligible to receive minor and acute health care treatment at the Lincoln University Student Health and Counseling Services (LUSHCS). Currently, students are not charged for consultations with physicians, nurses, or other medical staff at LUSHCS. Students are charged for expendables, lab services, tests and procedures, diagnostic x-rays, and prescription drugs.

LUSHCS will be defined as the primary site of treatment and the adopted health insurance plan may require a referral from LUSHCS. However, referrals from LUSHCS will not be required when the covered individual requires emergency treatment; when LUSHCS is closed; when the covered individual is more than 50 miles from the LU campus and requires care; or when the covered individual is not eligible for care that is offered at LUSHCS.

LINCOLN UNIVERSITY INTERNATIONAL STUDENTS

Currently, Lincoln University has 70 international students, of which 31 are student athletes. The typical LU international student is limited to obtaining gainful employment on campus up to a maximum of 20 hours per week, limiting their ability to cover out of pocket costs.

PREFERRED NETWORK

The insurance provider may define a preferred network provider system. This preferred network must include providers and hospitals located in Jefferson City, MO. In addition, a reasonable selection of health care providers within a 50 mile radius of the LU campus must be included in a preferred provider network. If a preferred provider network is defined, preference will be given to proposals that include an online means for enrollees to locate health care providers.

COVERAGE PERIOD

The adopted health insurance plan will provide coverage for one year, from August 1 through July 31.

Students should be able to receive coverage for either a Fall term (e.g., Aug1 through Jan1) or Spring/Summer term (e.g., Jan 2 through July 31). There should be two enrollment periods during which students can be enrolled or removed from the plan (August and January). The specific dates may vary year to year depending on semester start dates. Prorated amounts should be allowed if a student begins enrollment mid-term or during the summer.

ENROLLMENT AND BILLING

All international students at LU are currently classified as mandatory participant groups and will be required to purchase the adopted health insurance plan or to provide proof of enrollment (hard waiver) in a health insurance plan that is comparable to the adapted plan. The bi-annual premium will be charged to the student's individual bill by Lincoln University student accounts department.

The proposal must include procedures and mechanisms to

- administer this hard-waiver system,
- develop electronic mechanisms for transmitting and updating rosters of covered (mandatory participants) students,
- methods of disseminating insurance cards (or other means of identifying coverage), and
- providing payment for services.

Preference may be given to proposals that include

- an efficient electronic means of transmitting and updating rosters of covered students,
- a single insurance card should be accessible to students, rather than issuing new insurance cards for each coverage period/, and
- an online system for students to confirm coverage, to process claims, and to ask questions about coverage and claims.

LEVELS AND TYPES OF COVERAGE

The proposal must reflect minimum mandatory coverages required by federal guidelines for J-1 Visa requirements 22 CFR 62.14).

It is critical to LU that the premium be in the same range as current rates, which are \$463.46 Spring, \$362.71 Summer, \$596.47 Fall – or a total of \$1,422.64 per year. LU strongly desires that the students receive a robust plan within the pricing constraint, and coverage limits over and above the federal minimum requirements will be considered in the evaluation of proposals.

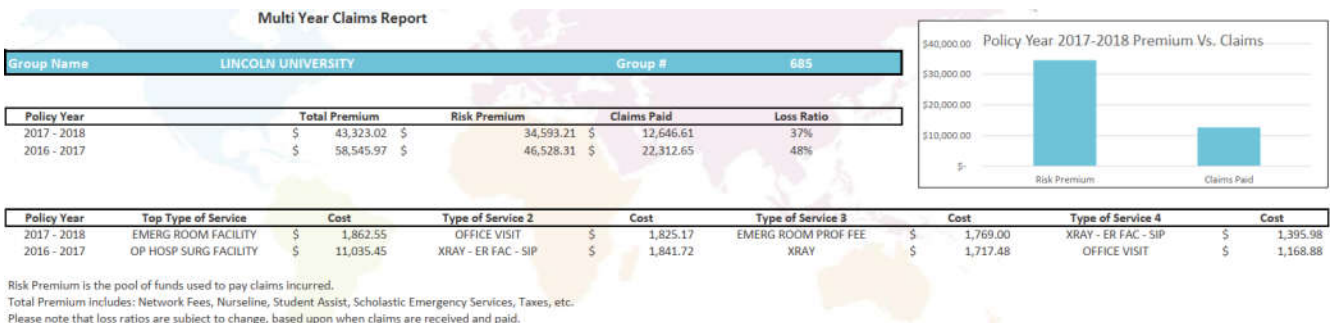
Athletic Insurance Option for International Student-Athletes

- Lincoln University requests that you include a pricing option which covers Athletic Injuries up to \$90,000 per accident.
- Include collegiate athletic information and pricing breakdown with your response.

PAYMENT

The University's preferred method of payment for such purchases will be via student accounts. The University can agree to payment terms of net 60 days.

CLAIMS HISTORY



VENDOR RESPONSES

Please indicate whether the proposed plan can meet the following MANDATORY requirements by indicating "Yes" or "No."

- 1) Insurance plan meets J-1 Visa insurance requirements:
Yes _____ No _____ Comment: _____
- 2) Deductible does not exceed \$500.00:
Yes _____ No _____ Comment: _____
- 3) Medical benefits of at least \$100,000 per accident or illness:
Yes _____ No _____ Comment: _____
- 4) Repatriation (including repatriation of remains) not to exceed \$50,000 and medical evacuation not to exceed \$50,000:
Yes _____ No _____ Comment: _____
- 5) Underwritten by an insurance corporation with an A.M. Best rating of "A-" or above, and Insurance Solvency International, Ltd. (ISI) rating of "A-I" or above, and a Standard and Poor's Claims Paying Ability rating of "A-" or above, or a Weiss Research, Inc. rating of B+ or above:
Yes _____ No _____ Comment: _____
- 6) Plan offers coverage for a full academic year, including open enrollment in Fall and enrollment for new students in Spring/Summer:
Yes _____ No _____ Comment: _____
- 7) Student Health Center (LUSHCS) functions as the "gatekeeper" for the policy with referral requirements as noted in this RFP:
Yes _____ No _____ Comment: _____
- 8) Plan covers 100% (with no deductible requirement) of expendables, lab services, tests and procedures, diagnostic x-rays, and prescription drugs (for prescription drugs filled at SHC):
Yes _____ No _____ Comment: _____
- 9) Provider's preferred network included providers and hospitals in Jefferson City MO:
Yes _____ No _____ Comment: _____
- 10) Plan has an electronic system (enrollment/waiver) system:
Yes _____ No _____ Comment: _____
- 11) International students can enroll or waive online:
Yes _____ No _____ Comment: _____
- 12) Administrator can review waivers and put them in a status of approved, pending, or denied:
Yes _____ No _____ Comment: _____
- 13) Administrator is allowed the ability to update rosters of active/inactive (mandatory student groups) during the open enrollment periods:
Yes _____ No _____ Comment: _____

THIS PAGE TO BE COMPLETED & RETURNED WITH YOUR PROPOSAL.

GENERAL CONTRACTUAL REQUIREMENTS

1. Contract Period:
 - a. The contract period shall be as stated on page one (1) of the Request for Proposal (RFP). Except as provided herein, the contract shall not bind, nor purport to bind, the University for any contractual commitment in excess of the stated contract period.
 - b. Lincoln University shall have the right, at its sole option, to renew the contract for four (4) additional one (1) year periods, or any portion thereof. In the event Lincoln University exercises such right, all terms, conditions, and provisions of the contract shall remain the same and apply during the renewal period.
2. Contract Price: All prices and percentages quoted by the contractor shall be firm and fixed for the contract period. The University shall neither pay nor be liable for any other additional costs. All prices for the renewal period shall be in accordance with this document.
3. Contract Document: 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 amendment 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.
4. The University reserves the right to clarify any contractual relationship in writing with the concurrence of the vendor and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the vendor's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern. The University cautions the vendor that their proposal shall be subject to acceptance without further clarification.
5. All reports and materials developed or acquired by the selected vendor as a direct requirement specified in the contract shall become the property of the University. No reports or material prepared, as required by the contract, shall be released to the public without the prior written consent of the University.
6. 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.
7. 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.
8. 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.
9. 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.
10. The vendor covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The vendor further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

11. Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this contract are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.
12. Termination of Contract:
 - a. The University shall have the right to terminate this contract at any time in the event the selected firm files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against the selected firm and not discharged within 30 days; or if the selected firm becomes insolvent or makes an assignment for the benefit of its creditor or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for the selected firm or its business. The selected firm and the University agree that each party is responsible for its own negligence.
 - b. Lincoln University reserves the right to terminate the contract at any time for the convenience of the University, without penalty or recourse by giving the vendor a written notice of such termination at least thirty (30) calendar days prior to termination. The vendor 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.
13. In the event that only one bid is received in response to this RFP, the University reserves the right to negotiate the terms and conditions, including price, as proposed in the sole vendor's bid. In addition, as part of such negotiations, the University reserves the right to require supporting costs, pricing and other data from the sole vendor in order to determine the reasonableness and acceptability of the bid.
14. Personnel:
 - a. Respondent understands and agrees that
 - i. Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
 - ii. If Contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if Lincoln has reasonable cause to believe that Contractor has knowingly employed individuals who are not eligible to work in the United States, Lincoln shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. Lincoln may also withhold up to twenty-five percent of the total amount due to Contractor.
 - iii. Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
 - iv. Contractor shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.
 - b. Subcontractors. Pursuant to RSMo 285.530 (1) no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with RSMo 285.525 to 285.550, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates RSMo 285.530 (1), if the contract binding the contractor and subcontractor affirmatively states that
 - i. the direct subcontractor is not knowingly in violation of RSMo 285.530 (1) and
 - ii. shall not henceforth be in such violation and
 - iii. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

- c. Affidavit of Work Authorization and Documentation. Pursuant to 285.530 RSMo, Contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by
 - i. submitting a completed, notarized copy of ATTACHED AFFIDAVIT OF WORK AUTHORIZATION and
 - ii. providing documentation affirming Contractor's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.
- d. E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder/company name and 2) a valid copy of the signature page completed and signed by the bidder/an authorized representative of (company name), the Social Security Administration, and the Department of Homeland Security – Verification Division.

SUBMISSION OF PROPOSALS AND CONTRACT AWARD

1. **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.
2. **Offeror's Contact:** All questions regarding the scope of work, bid process, etc., must be directed to Debra Kidwell, Director of Purchasing at kidwelld@lincolnu.edu. Offerors must not contact other employees of the University concerning this procurement while the bid and evaluation are in process. Failure to abide by this requirement may result in disqualification of the offeror.
3. **Submission of Proposals:**
 - a. Proposals must be priced, signed, sealed, and received (with all necessary attachments) in the University's Purchasing Office by the closing date and time specified. Any bids received by the Purchasing Office after the exact closing date and time specified shall not be opened and shall not be evaluated regardless of the reason and mitigating circumstances related to its lateness or degree of lateness. A facsimile or electronic mail (e-mail) transmission is NOT an acceptable response to this RFP and shall not be accepted.
 - b. The offeror must respond to this RFP by submitting all data required herein in order for his/her bid to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration for award of contract.
 - c. **Copies of Bids:**
 - i. The offeror is requested to submit an original signature proposal and one (1) copy of the original signature proposal, for a total of two (2) complete proposal.
 - ii. The offeror is requested to submit a USB capable device containing an electronic copy of their proposal.
4. **Non-Collusion Affidavit:** The offeror must complete, sign and return as part of the offeror's bid the Non-Collusion Affidavit attached hereto.
5. No proposal shall be withdrawn for a period of 60 days after the scheduled time and date of opening. Lincoln University reserves the right to waive any informalities in any proposal and to reject any and all proposals without any statement or reason thereof. Final acceptance shall be subject to the parties entering into a written agreement including the terms thereof.

EVALUATION PROCESS

1. No proposal shall be withdrawn for a period of 60 days after the scheduled time and date of opening. Lincoln University reserves the right to waive any informalities in any proposal and to reject any and all proposals without any statement or reason.
2. 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 by a selection committee. The University will be the sole judge as to the acceptability, for our purposes, of any and all proposals.
3. The following criteria will form the basis upon which Lincoln University will evaluate proposals. Cost will account for 80 points, the non-cost criteria below will account for 20 points.
 - a. Project Approach and Scope of Work: Demonstrated understanding of LU's service requirements, and your firm's ability to meet the described scope of work
 - b. Provider Capability and Capacity to perform the services
 - i. Proposer's team and qualifications and experience
 - ii. References, experience in Higher Education and/or experience with HBCUs
4. 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.

PRICING PAGE

International Student Health Insurance:

\$ _____ per student for Fall term (Aug 1, 2019 – Jan 1, 2020)

\$ _____ per student for Spring term (Jan 2, 2020 – July 31, 2020)

OPTION: Athletic Insurance Option for International Student-Athletes:

\$ _____ Athletic Injuries up to \$90,000 per accident.

Explanation of how future year rates would be determined: _____

____ Collegiate athletic information and pricing breakdown included?

____ Required questions included?

____ Description of process for binding insurance and sample documents included?

____ Statement of proposed coverage options included?

____ Non-collusion affidavit included?

____ Affidavit of work authorization included?

____ Electronic media included?

THIS PAGE MUST BE COMPLETED & INCLUDED WITH YOUR PROPOSAL

ATTACHMENT

State of _____)

County of _____)

NON COLLUSION AFFIDAVIT

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing bid (such persons, firms and corporations hereinafter being collectively referred to as the Offeror), being duly sworn, on his oath says that to the best of his belief and knowledge no person, firm or corporation, nor any person duly representing the same joint and participating in the submission of the foregoing bid, has directly or indirectly entered into any arrangement or agreement with any other offerors, or with any public officials of the State of Missouri, or any employee thereof, or any person, firm or corporation under contract with the State of Missouri, whereby the Offeror, in order to induce the acceptance of forgoing bid by said State of Missouri, has paid or is to pay to any other offeror or to any of the aforementioned persons any sum of money or has given or is to give to any other offeror or to any of the aforementioned persons any sum of money or has given or is to give to any of the aforementioned person anything of value whatever, and that the offeror has not, directly or indirectly, entered into any arrangement or agreement with any other offeror or offeror which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.

Name and Title_____
Company_____
Date

Subscribed and sworn to before me, a Notary Public in and for said County and State, on this _____ day of _____.

Witness my hand and Notaries Seal.
My commission expires:

Notary Public

ATTACHMENT
AFFIDAVIT OF WORK AUTHORIZATION

Comes now _____ as _____ first being duly
(NAME) (OFFICE HELD)
sworn on my oath, affirm _____ is enrolled and will continue to
(COMPANY NAME)
participate in a federal work authorization program in respect to employees that will work
in connection with the contract services related to _____ for the duration of
(BID NUMBER)
the contract, if awarded in accordance with RSMo Chapter 285.530 (2). I also affirm that
_____ does not and will not knowingly employ a person who is an
(COMPANY NAME)
unauthorized alien in connection with the contracted services related to _____
(BID NUMBER)
for the duration of the contract, if awarded.

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

Signature (person with authority) Printed Name

Title Date

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)

Commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)

_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary Date

**LINCOLN UNIVERSITY
PURCHASING DEPARTMENT
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

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

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

2. APPLICABLE LAWS AND REGULATIONS

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

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

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

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. The following is only applicable to state agencies and political subdivisions submitting a proposal. In the event that the offerer is an agency of Lincoln University or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such an offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between Lincoln University and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new and of current production and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

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

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. The contents of the proposals shall not be disclosed.
- b. Proposals which are not received by Lincoln University prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances.

7. PREFERENCES

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

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request written clarification of the intended proposal. The correction shall be made in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a offeror but not reflected on the pricing page shall be subject to evaluation if deemed by Lincoln University to be in the best interests of Lincoln University.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit Lincoln University. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in a RFP, Lincoln University reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, Lincoln University reserves the right to waive any minor irregularity or technicality found in any individual proposal.

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

9. CONTRACT/PURCHASE ORDER

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

10. INVOICING AND PAYMENT

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

11. DELIVERY

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

12. INSPECTION AND ACCEPTANCE

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

13. WARRANTY

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

14. CONFLICT OF INTEREST

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

15. REMEDIES AND RIGHTS

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

16. CANCELLATION OF CONTRACT

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

17. COMMUNICATIONS AND NOTICES

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

18. BANKRUPTCY OR INSOLVENCY

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

19. INVENTIONS, PATENTS AND COPYRIGHTS

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

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

21. AMERICANS WITH DISABILITIES ACT

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

22. TITLES

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