



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

RFP NO.: B20-1187
TITLE: BRAND and IDENTITY DEVELOPMENT
with COMPREHENSIVE MESSAGING and VIDEO PROGRAM

REQ NO.: N/A

BUYER: Cathie Frede
PHONE NO.: (573) 681-5415
E-MAIL: fredec@lincolnu.edu

ISSUE DATE: October 25, 2019

RETURN PROPOSAL NO LATER THAN: November 8, 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:

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	



Date October 25, 2019

REQUEST FOR PROPOSAL (RFP)

**BRAND and IDENTITY DEVELOPMENT
with COMPREHENSIVE MESSAGING and VIDEO PROGRAM**

SUBMITTAL DEADLINE	SUBMIT
DELIVERY BY MAIL	DELIVERY BY HAND
Lincoln University	Lincoln University

Submittals from minority, women and disadvantaged business enterprises are encouraged.



PROPOSER REGISTRY FOR NOTIFICATION OF INTENT TO RESPOND

Lincoln University

Brand and Identity Development with Comprehensive Messaging and Video Program

Please complete and submit this form prior to the submittal deadline as shown on the Request for Proposal document. This page is not part of the RFP package and must be submitted to notify Lincoln University of your interest in this project and for Lincoln to notify your organization of any addenda. These addenda are issued if there is a need to change the specifications or closing date/time of the request.

INTENT TO RESPOND STATEMENT

____ YES Our organization plans to submit a response to this solicitation for bids:

NO RESPONSE STATEMENT

____ No Our organization is not submitting a response for the following reason(s):

- | | |
|---|--|
| <input type="checkbox"/> We do not offer this commodity and/or service or an equivalent | <input type="checkbox"/> Insufficient time to respond to the invitation to bid. |
| <input type="checkbox"/> Our schedule would not permit us to perform | <input type="checkbox"/> Cannot meet delivery requirements |
| <input type="checkbox"/> The project is too small | <input type="checkbox"/> Licensing restrictions (please explain) |
| <input type="checkbox"/> The project is too large | <input type="checkbox"/> Other reasons or additional comments (please explain below) |

Name of Organization: _____
Contact Name: _____
Contact Address: _____

Contact Phone Number: _____ Fax Number: _____
Contact Email Address: _____

**REQUEST FOR PROPOSALS
FOR
BRAND and IDENTITY DEVELOPMENT
with COMPREHENSIVE MESSAGING and VIDEO PROGRAM**

**Lincoln University
Jefferson City, Missouri**



October 25, 2019

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Request for Proposal – Notice to Vendors

Lincoln University is requesting sealed proposals from qualified firms to advise the University from a branding, identity development and comprehensive messaging and video perspective.

Proposals are to be addressed and delivered to the Purchasing Department, until 2:00 PM, November 8th 2019 at which time the names of those firms or individuals submitting proposals will be read aloud. No other public disclosure will be made until after an award of the contract.

Request of Proposal documents are available from the University by contacting the below address or on the Purchasing Website at <https://www.lincolnu.edu/web/purchasing/bid-information>.

A one-page Proposer Registry for Notification of Intent to Respond to this RFP document is the second page of the RFP document. This form is required if you plan to submit a proposal and wish to receive any (1) RFP addenda and (2) answers to questions regarding the RFP or addenda that have, in the University's opinion, general applicability.

The University's delivery address is:

Lincoln University
Purchasing Department
1002 Chestnut Street
Jefferson City, MO 65101

Cathie Frede
Director of Purchasing and Risk Management
Lincoln University

LINCOLN UNIVERSITY
REQUEST FOR PROPOSAL FOR BRAND AND IDENTITY DEVELOPMENT
WITH COMPREHENSIVE MESSAGING and VIDEO PROGRAM

A. PURPOSE

Lincoln University is soliciting proposals from independent consulting firms to advise the University from a branding, identity development and comprehensive messaging and video perspective to boldly and uniquely position the University in the higher education marketplace and to inform a reversal of current negative enrollment trends. Proposed strategies and tactics should include those that will generate significant awareness about Lincoln among key constituents and targeted audiences while working within a feasible and finite marketing budget. The plan should reflect a contemporary, engaging, comprehensive approach that results in a university brand identity with integrated sub-brand identities for targeted components of the university. The consulting firm must have a clear understanding of the importance and value of a public liberal arts and sciences education. The ideal firm will have a grasp of how our competitors present themselves to the marketplace and will be expected to provide both strategy and implementation recommendations.

This request for proposals contains background information on the University and specific information that must be included in the proposal. Proposals must be submitted by 2:00 PM, November 1st 2019 to the Purchasing Department to receive consideration.

B. BACKGROUND

At the close of the Civil War, soldiers and officers of the 62nd United States Colored Infantry, stationed at Fort McIntosh, Texas, but composed primarily of Missourians, took steps to establish an educational institution in Jefferson City, Missouri, which they named Lincoln Institute. The following stipulations were set for the school:

1. The institution shall be designed for the special benefit of the freed African Americans;
2. It shall be located in the state of Missouri;
3. Its fundamental idea shall be to combine study and labor.

Members of the 62nd Colored Infantry contributed \$5,000; this was supplemented by approximately \$1,400, given by the 65th Colored Infantry. On January 14, 1866, Lincoln Institute was formally established under an organization committee. By June of the same year, it incorporated, and the committee became a Board of Trustees. Richard Baxter Foster, a former first lieutenant in the 62nd Infantry, was named first principal of Lincoln Institute. On September 17, 1866, the school opened its doors to the first class in an old frame building in Jefferson City.

In 1870, the school began to receive aid from the state of Missouri for teacher training. In 1871, Lincoln Institute moved to the present campus. College-level work was added to the curriculum in 1877, and passage of the Normal School Law permitted Lincoln graduates to teach for life in Missouri without further examination. Lincoln Institute formally became a state institution in 1879 with the deeding of the property to the state. Under the second Morrill Act of 1890, Lincoln became a land grant institution, and the following year industrial and agricultural courses were added to the curriculum.

In 1921, the Missouri Legislature passed a bill introduced by Walthall M. Moore, the first black American to serve in that body, which changed the name from Lincoln Institute to Lincoln University and created a Board of Curators to govern the University.

The North Central Association of Colleges and Secondary Schools accredited the high school division in 1925, the teacher-training program in 1926, and the four-year college of arts and sciences in 1934. Graduate instruction was begun in the summer session of 1940, with majors in education and history and minors in English, history, and sociology. A School of Journalism was established in February 1942.

In 1954, the United States Supreme Court handed down its ruling in *Brown v. Board of Education*, and Lincoln University responded by opening its doors to all applicably meeting its entrance criteria. Today, Lincoln University serves a diverse clientele, both residential and non-residential, engages in a variety of research projects, and offers numerous public service programs in addition to providing an array of academic programs.

C. SCOPE OF SERVICES

The purpose of the RFP is to solicit information for services to redesign Lincoln's brand, identity, messaging efforts and video. The University seeks a firm with relevant experience in brand and identity development and comprehensive message programs for higher education institutions. The brand, identity, messaging and video must embrace Lincoln's distinctiveness, be strategically informed, and appeal to a variety of key audiences.

Specifically, the University is seeking a firm which can provide a comprehensive, integrated marketing strategy including a new brand, brand platform, brand identity program, advertising templates, and messaging and video program. The firm will be expected to provide a copyright release for all materials created.

In addition, Lincoln seeks the following specific outcomes:

1. Brand research with focus groups
2. Design of billboards (3)
3. Academic degree program templates
4. Academic direct mail postcards (8)
5. Design of print/magazine ads (4)
6. Admissions design of 16-page view book for print and digital
7. Video shoots and production for recruitment/retention purposes
 - a. 90-second (2)
 - b. 30-second (3)
 - c. 15-second (5-7)

D. PROVIDER QUALIFICATIONS AND REQUIREMENTS

Qualified vendors are encouraged to submit a Proposal for providing the services described. All Firms must submit the following information. If the Firm plans to subcontract any of the work described in the specifications, the Firm must respond to all items for each proposed subcontractor. If a Firm plans a joint venture with another company, the Firm shall specify accordingly and respond to all items for each company involved in the joint venture.

Proposals shall be prepared simply and succinctly providing a straightforward, concise description of the Firm's abilities to satisfy the requirements of this request. Emphasis shall be on completeness and clarity of content.

Firms are requested to provide the following information:

1. Executive Summary

A brief (1-2 pages) narrative highlighting the information provided. The Executive Summary should **not** include cost information.

2. Firm Background

The Firm should include the following information:

- a. Length of time in business
- b. A brief description of the Firm
- c. Company size and organization
- d. Client list and recommendations
- e. Audited financial statement. This information should be placed in a separate, sealed envelope, marked with "Financial Statements", and place with the "Original" response only. This information will be used to determine overall financial strength of the Firm's company and will be maintained as confidential information by the University.
- f. Qualifications and relevant experience of the Firm or Firms involved. In addition, the specific team members who will participate in the study and their role in the study should be detailed.
- g. The Firm **must** include sample work that displays the Firm's experience in providing this type of service - this may include links to appropriate materials.

3. Information to be provided

The Firm should provide information regarding the scope of services to be provided in each of the following components:

- a. Assessment of existing brand, identity and messaging
- b. Development of a comprehensive, integrated recruitment marketing package including print and outdoor ads, mailers, a view book and video

In addition, for each of these components, the response should indicate the Firm and staff level who will be providing the service; the manner in which the work will proceed; how information will be gathered; how the communication will occur, the projected number and nature of on campus meetings, and the timetable for developing the various stages of the project.

4. Costs

The Firm should provide costs for all services broken out by the components of Section D, Part 3. Firms may also price optional services which may be needed to effectively implement marketing efforts. These costs should reflect all the costs related to the study, including estimates for travel or other expenses incurred by the Firm.

5. Timetable

Lincoln is seeking a relatively aggressive timetable and the Firm should outline a schedule for projected work after a contract is in place.

E. SUBMISSION OF PROPOSAL & CONTRACT AWARD

1. Contractor's Contacts: All questions regarding technical specifications, bid process, etc., must be directed to Director of Purchasing and Risk Management, Cathie Frede, fredec@lincolnu.edu. Questions should be submitted in writing and received no later than one (1) week prior to the bid closing date.
2. Clarification of Requirements: It is the intent and purpose of Lincoln University that this request permits competitive bidding. It shall be the Contractor's responsibility to advise Lincoln University, at the address noted on page one of the RFP, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification shall be submitted in writing and received by Lincoln University Purchasing Department not later than one (1) week prior to the bid closing date. A review of such notifications will be made.
3. The following documents and forms must accompany any offer submitted **in the order identified** and will be the basis for Selection Committee evaluation and scoring. A submittal returned without these documents may deem the offer non-responsive. Lincoln University reserves the right to request additional information from any vendor prior to award.
 - a. Provider Qualifications Statement/Introduction Letter
 - i. Provider qualifications - How is your firm qualified to provide the required functions of this RFP?
 - ii. Resumes of key individuals and personnel assigned to project
 - iii. Describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the firm, any of its employees, subcontractors, or subconsultants intended for this project is, or has been involved within the last three (3) years
 - b. Project Approach and Scope of Work - Describe the approach or provide an outline to simply identify organization management and the responsibilities of management and staff performing on the Project; describe method employed to ensure prompt service, customer satisfaction, prompt compliant resolution, effective employee performance and training, and timely initiation and completion of all work.
 - i. Disclosure of Subcontractors and Subconsultants
 - c. Project schedule and timeline
 - d. Signed page one from the original RFP and all signed RFP amendments
 - e. Letter from a financial institution with which the firm has conducted business for at least the last 12 months stating the firm is in good standing (this should be generic enough to not be considered confidential).
 - f. The submittal shall contain *proof of insurability* issued by a company authorized to do business in the State of Missouri and with an A.M. Best Company rating of at least B+ for the required insurance(s).

- g. Fee Schedule or Pricing Proposal Page (Project costs and budget)
- 4. The following documents and forms should accompany any offer submitted.
 - a. [Vendor Registration Form](#)
 - b. [W-9 Form](#)
- 5. **PROPOSAL SPECIFICATIONS AND ASSEMBLY:**
 - a. **One (1) Original Document** – with original signatures and noted *ORIGINAL. Double sided printing is encouraged when appropriate.*
 - b. **Plus 3 Copies of Original Document** – (copies of original submittal including any additional materials/enclosures provided) clearly noted **COPY** on the cover. *Double sided printing is encouraged whenever appropriate for the submittal.*
 - c. **Plus one (1) Electronic Copy on a thumb drive** - file shall be provided as a single .pdf.
 - d. **Page Limit** – None, if not otherwise specified herein this document.
 - e. **Page Size** – 8 ½ x 11; oversized or pullout pages must be folded down to meet this size.
 - f. **Binding** – It is preferred that all submittals be submitted using comb binders that shall be neat and appropriate for the document’s thickness. **NO 3-RING BINDERS.**
- 6. Open Records Law: The Contractor is hereby advised that, upon completion of the evaluation process, all proposals and associated documentation will be made public pursuant to the Open Records law of the State of Missouri (RSMo 610.021). Please do not include statements of confidentiality or proprietary information in your proposal. All proposals are required to become a matter of public record according to state law.

F. EVALUATION METHOD FOR PROPOSALS

1. All proposals received from qualified Firms will be evaluated. Award of the requested services will be made to the Firm who provides the best combination of services, experience, cost, and value as determined by Lincoln University. Lincoln reserves the right to accept or reject any or all proposals submitted for consideration. In addition, Lincoln reserves the right to negotiate specific aspects of a proposal submitted.

The selection committee will first determine whether a proposal satisfies the requirements stated in this RFP document.

2. All responsive and responsible proposals will be subjected to a comparative assessment of the published evaluation criteria. The award of a contract/purchase order will be based on the best proposal response in accordance with the evaluation criteria listed below:

<i>Proposed Method of Performance</i>	<i>30%</i>
<i>Expertise and Experience</i>	<i>25%</i>
<i>Work Samples</i>	<i>25%</i>
<i>Cost</i>	<i>20%</i>

3. The University reserves the right to make an award to the responsive and responsible Proposer whose product and/or service meets the terms, conditions and specifications of the RFP and whose proposal is considered to best serve the University’s interests.
4. After the initial screening process, those Firms whose proposals are selected for further consideration may be asked to make an oral presentation to clarify details of their response if deemed necessary by Lincoln to clarify or verify the Firm’s proposal and to develop a comprehensive assessment of the proposal. It is requested that the person who will be directly responsible for servicing the account be present at this presentation. Firms are cautioned not to contact employees of Lincoln concerning this RFP during the evaluation process.

5. Lincoln reserves the right to consider historic information and fact, whether gained from the Firm's proposal response, question and answer conferences, references, or any other source, in the evaluation process. Lincoln shall have the right to take such steps as it deems necessary to determine the ability of a Firm to perform the work, and each Firm shall furnish to Lincoln such information and data for this purpose as it may request. The right is reserved to reject any proposal response where an investigation, or consideration of the information submitted by such Firm, does not satisfy Lincoln that the Firm is qualified to carry out properly the terms of these specifications.
6. The Firm is cautioned that it is the Firm's sole responsibility to submit information related to the evaluation categories and that Lincoln is under no obligation to solicit such information if it is not included with the Firm's proposal response. Failure of the Firm to submit such information may cause an adverse impact on the evaluation of the Firm's proposal response.
7. Proposal responses will be evaluated on the Firm's distinctive plan for performing the requirements of this RFP. Since the evaluators have already read the scope of services as described in this RFP, it is not necessary for Firm to repeat the exact RFP language, or to present a paraphrased version, as an original idea for a technical approach.
8. The Firm must outline in their proposal their fees to perform the services as requested in the RFP document. The Firm must also outline any Lincoln resources required to provide the requested services.
9. 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. Lincoln will notify all Firms responding to this RFP the Firm whom has been selected to perform these services. Any proposal award protest must be received within 10 days after the date of notification of award in accordance with the State statute.

G. GENERAL CONTRACTUAL REQUIREMENTS

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

1. **Contract Period:** The contract is anticipated to be awarded as expeditiously as possible, ideally prior to Date/Year. Except as provided herein, the contract shall not bind, nor purport to bind, Lincoln University for any contractual commitment in excess of the stated contract period.
2. **Contract Price:** All prices shall be as stated in the contract. The University shall neither pay nor be liable for any costs not specifically identified in the contract. Increases in contract prices for any subsequent term during which the contract is effective shall be limited to the maximum amount, if any, stated in the contract for that period.
3. **Contract Documents:** The contract between Lincoln University and the Contractor shall consist of: (1) the Request for Proposal (RFP), including the Terms and Conditions attached hereto, and (2) any amendments to the RFP, (3) the Contractor's response to the RFP, and (4) any additional terms and conditions mutually agreed upon by the parties during the negotiation process. Lincoln University reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor and such written clarification shall govern in the event of a conflict with the applicable requirement(s) stated in either the RFP or the Contractor's response. In all other matters not affected by the written clarification, if any, the RFP shall govern and any inconsistency in the response to the RFP shall be disregarded. The Contractor is cautioned that his/her response shall be subject to acceptance without further clarification.
4. **Amendment to Contract:** No modification of any provision in the contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and Lincoln

University President and incorporated in a written amendment to the contract approved by Lincoln University prior to the effective date of such modification.

5. **Contractor Liabilities:** The Contractor shall be responsible for any and all injury or damage as a result of the Contractor's negligence involving any equipment or service provided under the terms and conditions of the contract. In addition to the liability imposed upon the Contractor on account of personal injury (including death), or property damage suffered as a result of the Contractor's negligence, the Contractor assumes the obligation to save Lincoln University, including its agents, employees, and assigns, from every expense (including attorney fees), liability, or payment arising out of such negligent act. The Contractor also agrees to hold Lincoln University, including its agents, employees, and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor under the terms of the contract and to indemnify Lincoln University for all costs, expenses (including attorney fees), damages and payment.
6. **Assignments:**
 1. The Contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of Lincoln University.
 2. The Contractor shall agree and understand that, in the event Lincoln University consents to a financial assignment of the contract in whole or in part to a third party, any payments made by Lincoln University pursuant to the contract, including all of those payments assigned to the third party, shall be contingent upon the performance of the prime Contractor in accordance with all terms, conditions, and provisions of the contract.
7. **Right to Terminate Contract:** Lincoln University reserves the right to terminate the contract at any time for the convenience of Lincoln University, without penalty or recourse by giving the Contractor a written notice of such termination at least thirty (30) calendar days prior to termination. The Contractor shall be entitled to receive compensation according to the terms of the contract for that work completed pursuant to the contract prior to the effective date of termination.
 1. Lincoln University reserves the right to officially modify or cancel an RFP after issuance. Such a modification shall be identified as an amendment. Lincoln University reserves the right to interview Contractors before selecting the successful Contractor.
 2. In the event that only one bid is received in response to this RFP, Lincoln University reserves the right to negotiate the terms and conditions, including the price, as proposed in the sole Contractor's bid. In addition, as part of such negotiations, the University reserves the right to require supporting cost, pricing and other data from the sole Contractor in order to determine the reasonableness and acceptability of the bid.
 3. Lincoln University reserves the right to accept or reject any and all bids without any statement or reason thereof and to waive any non-conformities. Final acceptance shall be subject to the parties entering into a written agreement including the terms thereof.
8. **Independent Contractor:** The Contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of Lincoln University, therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee health insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold Lincoln University, its officers, agents, employees, and assigns, harmless from and against any and all loss, cost, (including attorney fees), and damage of any related to such matters.
9. **Property of Lincoln University:** All reports, documentation, and material developed or acquired by the Contractor as a direct requirement specified in the contract shall become the property of Lincoln University.
10. **Confidentiality Requirements:** The Contractor agrees and understands that all discussions with the Contractor and all information gained by the Contractor as a result of the Contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the University. The Contractor must ensure the complete confidentiality of all data/information to which the Contractor has access.
11. **Bankruptcy or Insolvency:** Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the University Purchasing Office immediately. Upon learning of the actions identified herein, the University reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

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

LINCOLN UNIVERSITY

STANDARD TERMS AND CONDITIONS

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

PART 1 - The legal name of Lincoln University is the “Curators of Lincoln University of Missouri.” (“Lincoln University” or “University”) and all references in all documents to Lincoln University shall be construed as referring to the University’s legal name. It was created and is governed by the provisions of Chapter 175 RSMo. It is an institution of higher education of the state of Missouri. As such, it is a tax-exempt organization, but it is not a 501(c)3 corporation.

PART 2 - The University’s legal existence, powers and limitations are prescribed by Missouri state law and Rules and Regulations adopted by the Board of Curators which may have the force of law. Consequently,

SCHEDULE 0 - only the President of the University has the power to sign contracts on behalf of the University, and contracts over \$150,000.00 require Board of Curators approval;

SCHEDULE 1 - the Contract shall be governed by Missouri law (without regard to its choice of law provisions);

SCHEDULE 2 - any lawsuit arising from or related to the Contract shall be filed in the circuit court of Cole County;

SCHEDULE 3 - the University does not agree contractually to defend, indemnify or make contribution to any person or organization;

SCHEDULE 4 - the University does not warrant anything; and

SCHEDULE 5 - documents in the possession of, or available to the Curators of Lincoln University of Missouri are available to the public under the provisions of Chapter 610 RSMo. unless exempted by section 610.021 RSMo., or some other applicable law, therefore, any agreement by the University to keep any documents or information confidential is subject to and limited by applicable law.

PART 3 - Lincoln University does not purchase liability insurance and it is not technically self-insured. It is protected by the State Legal Expense Fund, section 105.711, *et. seq.* RSMo. Since the protections provided are imposed by statute, the University cannot add an additional insured, modify the applicable limits, require notification of cancellation or modification, waive subrogation rights, add endorsements, agree to primary coverage nor change any of the other statutory provisions. The parties agree that the protections of the State Legal Expense Fund are accepted in lieu of all liability insurance requirements stated in the Contract.

PART 4 - Lincoln University’s workers compensation coverage is provided pursuant to section 105.800, *et. seq.* RSMo. Supp. 2006. The parties accept such coverage as satisfaction of the University’s obligation to provide workers compensation insurance.

PART 5 - It is understood and agreed between the parties that Missouri law prohibits the incurring of debt beyond the current year except in very limited circumstances. Consequently, the Contract between the parties, and the University’s performance of its obligations under the Contract, are contingent upon the yearly availability and the Board of Curators appropriation of funds sufficient to pay the amounts coming due each year. In the event sufficient funds are not appropriated by the Board of Curators (“Event of Non-appropriation”), to fund its obligations for any specific year, it shall notify Provider of that fact. When the funded portion of the Contract is completed, the University shall cease use of the contractual services or products and make the products available to Provider for pickup. The University shall have no further obligation under the Contract nor liability for its termination. If the Contract ends because of an Event of Non-appropriation, University will not contract with any other provider prior to the original expiration date of the Contract, for the same products or services as those provided pursuant to the Contract.

PART 6 - Notwithstanding any statements to the contrary, the University does not consent to federal court jurisdiction nor to the jurisdiction of any state or regulatory agency.

PART 7 - Disputes arising from the Contract will be resolved in court rather than arbitration unless arbitration is required by law.

PART 8 - If, despite the provisions of this agreement to the contrary, the University shall be legally obligated to indemnify or make contribution to any person or entity (at common law or otherwise) it shall nevertheless not be obligated to contribute, indemnify or hold Provider harmless from any claims which would have been barred by sovereign immunity, Eleventh Amendment immunity or any other legal or equitable defense if the claim had been brought against the University directly by the party making the claim which resulted in the obligation. By way of illustration, the University shall not be required to indemnify for a judgment arising from a suit for negligence because such claim would have been barred by the University's sovereign immunity if it had been brought directly against the University by the injured party. Neither the Contract nor this Agreement shall be construed as any waiver of the immunities and defenses available to the University and shall not be construed or applied so that the result is the University being required to pay a claim, whether it be to the claimant or to Provider, which the University would not have had to pay in the absence of this agreement.

PART 9 - Notwithstanding any other provision or law to the contrary, the maximum amount to be paid by the University, on any and all claims arising from or relating to this agreement, and its performance shall not exceed the amount of money to be paid to the University under this contract, or \$10,000.00, whichever is greater.

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

Curators of Lincoln University of Missouri

By: _____
Jerald Woolfolk, President
Lincoln University of Missouri

Date: _____

Provider

By: _____
Authorized Representative

Name and Title (Printed)

Date: _____