



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

RFP NO.: B22-1203
TITLE: EMPLOYEE BENEFITS INSURANCE
BROKER AND CONSULTANT
ISSUE DATE: August 13, 2021

REQ NO.: n/a
BUYER: Catherine Frede
PHONE NO.: (573) 681-5415
E-MAIL: FredeC@lincolnu.edu

RETURN PROPOSAL NO LATER THAN: August 31, 2021 AT 2 P.M. CENTRAL TIME

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

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

CONTRACT PERIOD: The contract will be effective from date of award or **October 1, 2021, through September 30, 2022. The University shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof.**

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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Part 1: GENERAL INFORMATION

1) **Introduction:**

It is the intent of the University to enter a contract with a proposer for an EMPLOYEE BENEFITS INSURANCE BROKER AND CONSULTANT for the University. This contract may also include limited services related to student health insurance programs as value-added services.

2) **About Lincoln University:**

- a) Lincoln University of Missouri is a historically black, 1890 land-grant, public, comprehensive institution that provides excellent educational opportunities including theoretical and applied learning experiences to a diverse population within a nurturing, student-centered environment.
- b) Lincoln University is located in Jefferson City, Missouri, with an additional educational facility at Fort Leonard Wood, Missouri. Extension offices are located in the SE Missouri bootheel, Kansas City, and St. Louis.

3) **Current Lincoln University Employee Benefit Offerings:**

Anthem Dental:			
	Low Plan	High Plan	
Employee	\$ 17.36	\$ 32.95	
Employee/Spouse	\$ 35.46	\$ 64.15	
Employee/Children	\$ 39.30	\$ 70.90	
Employee/Family	\$ 57.39	\$ 102.09	
Aetna Vision:			
Employee	\$ 3.86		
Employee/Spouse	\$ 8.17		
Employee/Children	\$ 8.45		
Employee/Family	\$ 13.74		
Cinga Health:			
PPO	Total Premium	University paid	EE Pay
Employee	\$ 719.18	\$ 629.87	\$ 89.31
Employee/Spouse	\$ 1,438.36	\$ 629.87	\$ 808.49
Employee/Children	\$ 1,258.56	\$ 629.87	\$ 628.69
Employee/Family	\$ 1,977.75	\$ 629.87	\$ 1,347.88
Health Savings Acct.	Total Premium	University paid	EE Pay
Employee	\$ 629.87	\$ 629.87	\$ -
Employee/Spouse	\$ 1,259.71	\$ 629.87	\$ 629.84
Employee/Children	\$ 1,102.89	\$ 629.87	\$ 473.02
Employee/Family	\$ 1,732.12	\$ 629.87	\$ 1,102.25

4) **Anticipated Schedule of Events:**

ACTION	DATE
Release date of RFP	August 13, 2021
Questions due from potential proposer(s)	August 19, 2021 by 3:00 PM
Submission deadline for RFP	August 31, 2021 by 2:00 PM
Evaluations of Submissions	Early September
Vendor Presentations	As needed
Award of contract	End of September
Contract effective date/Agent of record effective date	October 1 st 2021

5) **Definitions:**

- a) As used in this proposal, the following terms, whether used in the singular or plural shall have the following meanings:
- b) Proposer means the entity submitting a proposal in accordance with the requirements specified herein.
- c) Purchasing means the Purchasing Department of the University

6) **Diversity:**

- a) The CONTRACTOR should have programs in place to promote diversity in workforce and supplies and shall submit with the proposal information regarding these programs. Information should address both national and local programs. The State of Missouri Office of Supplier and Workforce Diversity (OSWD) exists to promote a diversified workforce and to serve as a resource for promoting diversity within the state workforce and improving the opportunities for women and minorities to access state employment opportunities and state contracts through excellent service and efficient use of resources. <http://www.oswd.mo.gov/index.shtm>
- b) Lincoln University is a diverse community and recognizes the importance of diversity in our business and procurement practices and welcomes the development, utilization of certified Minority, Women, Veteran and Service-Disabled Veteran-owned Business Enterprise (MBE/WBE/VBE/SDVBE). Lincoln University encourages the participation of MBE/WBE/VBE/SDVBES in its procurement process both at the prime vendor level as well as at the subcontractor level.

Part 2: SCOPE OF WORK**1) Overview:**

Lincoln University is seeking to name a broker for employee insurance benefits and is looking for continuity of services in the rapidly changing area of employee benefits. The University is particularly interested in a broker who can offer creative, innovative approaches, with a proven track record, that allows the University to maintain quality programs and contain or reduce costs.

2) Services:

The selected broker will perform a full range of benefit program services related to the acquisition, implementation, maintenance, communication, and improvement of the University's employee insurance benefits. The selected broker shall provide services, including, but not limited to, the following:

a) Analysis and Reporting

- i) Analyze existing coverage and identify or develop cost-saving alternative benefit strategies and plans.
- ii) Assist in the development of long-range goals and strategies, including making projections of potential savings.
- iii) Provide analysis and recommendations based on utilization and performance reports, statistical and/or financial reports, and plan specific data.
- iv) Assist the University in monitoring and analyzing experience trends and providing timely alerts on changing patterns and appropriate recommendations.
- v) Compare other public and private companies' benefit plan offerings and costs to determine their competitiveness with the University's programs.
- vi) Coordinate and participate in utilization and performance quarterly reviews with providers and the university.
- vii) Provide information on trends, new products, and new approaches to benefit cost efficiencies.

b) Liaison and Problem Intervention

- i) Act as liaison between the University and insurance providers.
- ii) Provide day-to-day consultation on plan interpretation and problem resolution, including, but not limited to, explanation of plans, assisting employees/retirees with selecting plans that meet their needs and geographic location, and transitioning employees/pre 65 age retirees to Medicare-coordinated plans.
- iii) Provide timely customer service and assistance to staff, employees and retirees with issues involving provider billing, claims, vendor service issues/problems, advocacy for services, disputes, interpretation of contracts and services, changes, and general troubleshooting.
- iv) Attendance as needed at meetings with University staff, employees and/or retirees to facilitate and assist in the management of the University's employee benefits plans.
- v) Act as an advocate in appeals between the University and the providers on unresolved issues if needed and provide advice when needed to employee, retiree, or their dependents' rights.
- vi) Assist the University in minimizing the disruption of services to employees and retirees from benefit and/or provider network changes.

c) Compliance

- i) Assist with ongoing plan administration and ensure that programs are in compliance with State and Federal law.
- ii) Provide on-site training to University staff, as needed, regarding regulatory updates and/or Best Practice seminars for the effective administration of benefits plan.
- iii) Review and disseminate information to staff on new or revised State and Federal legislation that impacts benefits programs.
- iv) Assist University staff with annual audit to ensure compliance with all mandated reporting and posting/notice requirements for benefit plans.

d) Annual Renewal Process and Evaluation

- i) Assist the University's Employee Compensation and Benefit Committee in conducting a **timely** annual benefit review and renewal process for health, vision, and dental insurance. The University has defined timely as having plan design/plan price options available in August if possible, but no later than September.
- ii) Assist the University in collecting and providing information on claim utilization, subscriber census and market trend for bid quotes to perspective providers.
- iii) Provide guidance on plan design options, benefit levels, estimates of renewal rates and cost trends.
- iv) Representation in all negotiations with providers on various topics, including, but not limited to, premiums, benefit levels and plan design, performance measures and guarantees, contractual terms and conditions, and quality assurance standards.
- v) Make recommendations for items of negotiation with providers, including, but not limited to, benefit levels and plan design, premiums, quality of service, performance measures and guarantees.
- vi) Prepare specifications and compile data, obtain quotes and proposals, negotiate rates, and analyze and compare proposals for presentation to the Employee Compensation and Benefits Committee.
- vii) Attend and assist with coordination of employee benefit open enrollment meetings.

e) Other Service Requirements

- i) Assist in the development and implementation of an Employee Wellness Program with the goals to improve employee health and stabilize employee health-care costs.
 - ii) Assist benefit providers and the University in the implementation of provider web site technologies to support on-line enrollments, changes, and employee education to assist employees in self-management of benefits, and to increase administrative efficiencies of University staff.
 - iii) Recommend and help develop enhancements and improvements for communications specific to the needs of the University's employees and retirees, including, but not limited to, brochures, pamphlets, matrices, comparison charts, summaries, electronic communications, forms, employee handbooks and employee orientation.
 - iv) Provide timely research and responses to technical questions posed by University staff.
 - v) Provide regular and timely communications needed for the effective administration of benefit plans.
- f) Lincoln University employees face many of the emotional and health problems prevalent in society today. In many cases, these problems affect the employee's health, effectiveness on the job, and work attendance. Specific problems facing Lincoln University employees include but are not limited to, financial, health, death in family, mental health, illness of an elder relative or child, childcare, and the pressures and stresses of balancing work and family responsibilities.

In recognizing the problems employees face, Lincoln University has established an Employee Assistance Program as an add-on benefit through our current health insurance provider. The function of the EAP is to see to the emotional, mental, and psychological health of Lincoln University workers and their families by providing access to outside counseling and referrals to appropriate community and professional resources for help in resolving problems.

SPECIFIC REQUIREMENTS

- 1) Confidential Assessment and Counseling Services by phone or online.
- 2) Provide up to three face-to-face sessions per issue per year with an EAP professional.
- 3) Direct employees to community resources.
- 4) Direct employees to health and wellness products within a Healthy Rewards program.
- 5) Direct employees to mental health or substance use resources within the health plan network.
- 6) Identify education, childcare, senior care, financial services, parenting, prenatal care, childcare, assistance with dependents with special needs, summer care, legal support, pet care and other identified convenience services.

Proposals must address the above requirements in their comprehensive response. This written narrative should demonstrate the method or manner in which the proposer(s) proposed to satisfy the requirements of the Scope of Work AND SHOULD INCLUDE A TIMELINE FOR RENEWAL ACTIVITIES. The language of the narrative should be straightforward and limited to facts, solutions to problems, and a proposed plan of action. It is helpful to the evaluators to identify the specific requirement being addressed by the RFP's paragraph number and name (ie: In response to I.a, _____).

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7) Other Requirements:**a. Qualifications of the Firm:**

- i. Respondents must demonstrate experience in performing work as specified in scope of work; experience working with colleges or universities preferred, public agencies or private companies within close proximity of Lincoln University required; established relationships with local benefit providers of insurance markets; record of completing work on schedule; strength and stability of the firm; technical experience and assessment by client references.
- ii. Proposer(s) must submit a minimum of three (3) references from previous contracts of similar nature, preferably in the Midwest region. It is preferred that references be from higher-education institutions. References should include the name, address, phone number and e-mail address of the client/contracting agency, and a representative of that client/agency who may be contacted for verification of all information submitted, dates of the service/contract, a brief written description of the specific prior services performed and the requirements thereof.
- iii. Licensure as an insurance broker in the State of Missouri

b. Staffing and Project Organization:

Respondents must address qualifications of project staff, particularly key personnel, especially the project manager; key personnel's level of involvement in performing related work; evidence of the ability to provide service in a prompt, thorough, innovative, and professional manner.

c. Electronic Reporting/Services:

Respondents should indicate what services, if any, are available to the University through electronic means.

d. Cost and Price:

- i. Primary medical services are to be quoted on a per employee, per month basis (PEPM) and billed by carrier. It is noted that the University is currently using a plan based on percent of commission, but proposers are advised that the University intends to change to a PEPM approach at the next plan renewal and will evaluate broker responses accordingly.
- ii. Ancillary services such as dental and vision may be quoted as a percentage of commission and should be based on carrier standards.

Proposals must address the above requirements in their comprehensive response. This written narrative should demonstrate the method or manner in which the proposer(s) proposed to satisfy the requirements of the Scope of Work. The language of the narrative should be straightforward and limited to facts, solutions to problems, and a proposed plan of action. It is helpful to the evaluators to identify the specific requirement being addressed by the RFP's paragraph number and name (ie: In response to I.a, _____).

8) **Informational Services:** These services are desirable, but not mandatory.

- a. **Student Health Center:** The selected broker may be asked to provide advisory services related to the operations of a Student Health Center. These services might include benchmarking data, guidance regarding the viability of continuing to offer student health insurance, guidance regarding potential utilization of 3rd party billing services, and the impact such a decision might have on operations of the health center. At this time, the University does NOT anticipate that the broker would need to be engaged in going to market for student health coverage, as we participate in MHECare, the Midwestern Higher Education Compact's (MHEC's) student health insurance program (<http://www.mhec.org/programs/mhecare>). The University would have no expectation that the broker would conduct any type of request for proposals, although they might be asked to provide information to assist the University during the development of same.

i. Background:

1. Lincoln University operates the Thompkins Health Center to provide resources for student health needs. The Center provides comprehensive health care, including primary and referral services, coordinate health education, and provide medical information so that students are more prepared to become responsible health care consumers.
2. Lincoln University is an NCAA Division II athletic program, and cheerleaders are included as part of their student-athlete policy.

ii. Possible Services:

1. Provide information on upcoming changes and paradigms or shifts for student health and athletic insurance plans.
2. Provide benchmarking information on student health insurance plans.
3. Provide information regarding implementation of billing/fee structure, whether handled internally or via a 3rd party billing platform.
4. Schedule meetings as needed with the Director of Student Health Services and Director of Athletics to discuss market changes, loss control issues, exposure changes, and general administrative matters.
5. Other services that are normally and customarily required of a university insurance broker.

iii. Desired Qualifications

1. At least three years' experience handling student health and athletic insurance plans as a business
2. Experience with public higher education institutions
3. Experience in providing brokerage services similar to those in this section.

- b. **Athletics Insurance:** Similar to the Student Health needs, the selected broker may be asked to provide advisory services related to the marketing of insurance coverage for student-athletes. These services might include benchmarking data, guidance about the market, guidance regarding the impact of any student health insurance changes, and information that would be of assistance in developing market documents. At this time, the University does NOT anticipate that the broker would need to be engaged in going to market for student health coverage, however, should the proposer choose to put forth an option to do so it would be considered as a value-added offering. Such an option would need to include a proposed fee structure for discussion.
- i. Background: Lincoln University is an NCAA Division II athletic program, and cheerleaders are included as part of their student-athlete policy.
 - ii. Possible Services:
 1. Provide information on upcoming changes and paradigms or shifts for student health and athletic insurance plans.
 2. Provide benchmarking information.
 3. Schedule meetings as needed with the Director of Student Health Services and Director of Athletics to discuss market changes, loss control issues, exposure changes, and general administrative matters.
 4. Other services normally and customarily required.
 - iii. Desired Qualifications
 1. At least three years' experience handling student health and athletic insurance plans as a business
 2. Experience with public higher education institutions
 3. Experience in providing brokerage services similar to those in this section.

Proposals must address the above requirements in their comprehensive response. This written narrative should demonstrate the method or manner in which the proposer(s) proposed to satisfy the requirements of the Scope of Work. The language of the narrative should be straightforward and limited to facts, solutions to problems, and a proposed plan of action. It is helpful to the evaluators to identify the specific requirement being addressed by the RFP's paragraph number and name (ie: In response to I.a, _____).

Part 3: SPECIAL INSTRUCTIONS TO PROPOSER(S)

- 1) **Proposer(s) Contacts:** All questions regarding technical specifications, proposal process, etc., must be directed to Cathie Frede, Director of Purchasing at (573/681-5415) or by email at fredec@lincolnu.edu. Proposer(s) must not contact other employees of the University concerning this procurement while the proposal and evaluation are in process. Failure to abide by this requirement may result in disqualification of the proposer(s).
- 2) **Clarification of Requirements:** It is the intent and purpose of the University that this request permits competitive bidding. It shall be the proposer(s) responsibility to advise the University, at the address noted on page one of the Request for Proposal (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 the University Purchasing Department not later than five (5) days prior to the proposal closing date. A review of such notifications will be made.
- 3) **Submission of Proposals:**
 - a) Proposals are to be priced, signed, and returned (with all necessary attachments) to the University by the date and time stated on page one.
 - b) The proposer(s) must respond to this RFP by submitting all data required herein for his/her response to be evaluated and considered for award.
 - c) Proposals must be priced, signed, and sealed, and received in the University's Purchasing Office by the closing date and time specified. Any proposal received by the Purchasing Office after the exact closing date and time specified will not be opened and will not be evaluated regardless of the reason(s) or mitigating circumstances related to its lateness or degree of lateness. A facsimile transmission is NOT an acceptable response to this RFP.
 - d) **Copies of Proposals:** The proposer(s) is requested to submit an original signature proposal and four (4) complete copies of the original signature proposal, for a total of five (5) complete copies. Please include a thumb drive of the proposal.
- 4) **Open Records Law:** The proposer(s) is hereby advised that, upon completion of the evaluation process, all proposals and associated documentation will be made public pursuant to the "Public 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 according to the state law.
- 5) **Official Position:** The proposer(s) is advised that the official position of the University is that position which is stated in writing and issued by the Purchasing Department 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 of statement.

6) **Evaluation and award of contract:**

- a) Any apparent clerical error may be corrected by the proper(s) before the contract award. Upon discovering an apparent clerical error, the University shall contact the proposer(s) and request written clarification of the intended proposal. The correction shall be made in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b) Any pricing information submitted by an offeror must be disclosed on the pricing page(s) as designated in this RFP. Any pricing information which appears elsewhere in the proposer(s)' proposal shall not be considered by the University.
- c) Award shall only be made to the proposer(s)' whose proposal complies with all mandatory specifications and requirements of the RFP. The University reserves the right to evaluate all offers and based upon that evaluation to limit the number of contract awards or reject all offers.
- d) The contract shall be awarded to the proposal or proposals deemed to provide the best value to the University, using the evaluation criteria stated below. A contract award resulting from this request shall be made following the evaluation of all proposals which are responsive to the terms, conditions, and specifications of the RFP. After determining that the proposal satisfies the mandatory requirements stated in the RFP, the comparative assessment of the relative benefits and deficiencies of this proposal in relationship to the published evaluation criteria shall be made by using subjective judgment. However, cost shall be evaluated objectively.
 - i) Cost50%
 - ii) Method of Performance (degree to which the proposer responds to the specifications of this Request for Proposal20%
 - iii) Qualification of firm... 10%
 - iv) Staffing and Project Organization 10%
 - v) Diverse Supplier..... 5%
 - vi) Other: 5%
- e) An award resulting from this request shall be awarded to the responsive and responsible proposer(s) whose proposal is determined to be most advantageous to the University, taking in consideration cost and the other evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received and, in all cases, the University will be the sole judge as to whether a proposer(s)' proposal has or has not satisfactorily met the requirements of this RFP.
- f) After an initial screening process, a technical question and answer conference or an interview may be conducted, if deemed necessary, to clarify or verify the proposer(s)' proposal and to develop a comprehensive assessment of the proposal. Conferences/interviews would be anticipated to be held in mid-to-late November and will be held on the Lincoln University campus. Vendors will be given one week's notice that a demonstration is needed.
- g) The University reserves the right to consider historic information and fact, whether gained from the proposer(s)' proposal, question and answer conference, references and any other source, in the evaluation process.
- h) The proposer(s) is cautioned that it is the proposer(s)' sole responsibility to submit information related to the evaluation categories and that the University is under no obligation to solicit such information if it is not included as part of the proposer(s)

proposal. Failure of the proposer to submit such information may cause an adverse impact on the evaluation of the proposer's proposal.

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Part 4: STANDARD CONTRACTUAL LANGUAGE

- 1) **Contract Period:** The original contract period shall be as stated on the first page of this document. Except as provided herein, the contract shall not bind, nor purport to bind, the University for any contractual commitment more than the original contract period. The University shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the University exercises such right, all terms, conditions, provisions of the contract, including prices, shall remain the same and apply during the renewal period.
- 2) **Contract Price:** All prices shall be firm and fixed. The University shall not pay nor be liable for any other additional costs.
- 3) **Contract Documents:**
 - a) The contract between the University and the proposer(s) 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 proposer(s)' response to the RFP, and (4) any additional terms and conditions mutually agreed upon by the parties during the negotiation process. The University reserves the right to clarify any contractual relationship in writing with the concurrence of the proposer(s), and such written clarifications shall govern in case of a conflict with the applicable requirement(s) stated in either the RFP or the proposer(s)'s response. In all other matters not affected by the written clarification, if any, the RFP shall govern. The proposer(s) is cautioned that his/her response shall be subject to acceptance without further clarification.
 - b) To the extent that a provision of the contract is contrary to the Constitution or laws of this state or of the United States, the provision shall be void and unenforceable. However, the remainder of the contract shall remain in full force and effect.
 - c) The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the proposer(s) must receive an official letter or official authorized purchase order from the Director of Purchasing.
 - d) The contract expresses the complete agreement of the parties and performances shall be governed solely by the specifications and requirements contained therein.
- 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 proposer(s) and the University and incorporated in a written amendment to the contract approved by the University.
- 5) **Liabilities:**
 - a) The proposer(s) agrees that the University shall not be liable for any damages or costs or injury incurred by the proposer(s) of his/her employees arising of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the proposer(s), except as otherwise provided in the contract.
 - b) The proposer(s) shall be responsible for any and all injury or damage as a result of the proposer(s)'s negligence involving any equipment or service provided under the terms

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

- 6) Assignments:
 - a) The proposer(s) shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the University.
 - b) The proposer(s) shall agree and understand that, in the event the University consents to a financial assignment of the contract in whole or in part to a third party, any payments made by the University pursuant to the contract, including all those payments assigned to the third party, shall be contingent upon the performance of the prime proposer(s) in accordance with all terms, conditions, and provisions of the contract.
- 7) Right to Terminate Contract: The University reserves the right to terminate the contract at any time for the convenience of the University, without penalty or recourse by giving the proposer(s) a written notice of such termination at least thirty (30) calendar days prior to termination. The proposer(s) 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.
 - a) The University reserves the right to officially modify or cancel an RFP after issuance. Such a modification shall be identified as an amendment.
 - b) In the event that only one proposal 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 proposer(s)' proposal. In addition, as part of such negotiations, the University reserves the right to require supporting cost, pricing, and other data from the sole proposer(s) in order to determine the reasonableness and acceptability of the proposal.
 - c) The University reserves the right to accept or 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.
- 8) Independent Proposer(s): The proposer(s) represents himself or herself to be an independent proposer(s) offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the University, therefore, the proposer(s) 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 the 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) Coordination of Activities: The proposer(s) shall fully coordinate all contract activities with the University. As the work of the proposer(s) progresses, advice and information on matters covered by the contract shall be made available by the proposer(s) to the University throughout the effective period of the contract.
- 10) Property of Lincoln University: All reports, documentation, and material developed or acquired by the proposer(s) as a direct requirement specified in the contract shall become the property of the University. The proposer(s) shall agree and understand that all discussion with the proposer(s) and all information gained by the proposer(s) as a result of the proposer(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 anyone without the prior written consent of the University.
- 11) Substitution of Personnel: The proposer(s) agrees and understands that the 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 proposer(s) agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written consent of the University. The proposer(s) further agrees that any substitution made pursuant to this paragraph shall be by personnel of equal or better qualifications than originally proposed and that the University's approval of a substitute shall not be construed as an acceptance of the substitute's performance potential.
- 12) Insurance: The proposer(s) shall understand and agree that the University cannot save and hold harmless and/or indemnify the proposer(s) or its employees against and liability incurred or arising as a result of any activity set out in the contract or any activity of the proposer(s)'s employees related to the proposer(s)'s performance under the contract. The proposer(s) shall acquire and maintain adequate insurance in the form(s) and amount(s) sufficient to protect the University, its employees, and the general public against any such loss, injury, damage, and/or expense.
- 13) Terms and Conditions: The proposer(s) agrees to the attached the University Terms and Conditions, which, by this reference, are incorporated herein.

PRICING PAGE

Employee Health: PEPM

- Per employee, per month fee: \$ _____

Ancillary Services: % of premium

- Dental _____%
- Vision _____%
- Life Insurance (College University Retirement Plan Eligible) _____%
- Long Term Disability (CURP and Non MOSERS Eligible) _____%
- Other: _____%
- Other: _____%

Other/Value-Add Services:

- _____ % OR \$ _____
- _____ % OR \$ _____
- _____ % OR \$ _____
- _____ % OR \$ _____

References (Section 3.a.ii.):

Name, address, phone number, e-mail address, representative, dates of service, description.

Part 2: SCOPE OF WORK:

Full response to Part 2.2: SCOPE OF WORK included with response? ___ yes ___no

Full response to Part 2.3: SCOPE OF WORK included with response? ___ yes ___no

Full response to Part 2.4: SCOPE OF WORK included with response? ___ yes ___no

**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 an offeror but not reflected on the pricing page shall be subject to evaluation if deemed by Lincoln University to be in the best interests of Lincoln University.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit Lincoln University. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an 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.