



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

RFP NO.: B22-1215  
TITLE: CHARTER BUS SERVICES  
ISSUE DATE: April 29, 2022

REQ #: n/a  
BUYER: Michael Rothermich  
PHONE # (573) 681-5417  
E-MAIL: rothermichm@lincolnu.edu

**RETURN PROPOSAL NO LATER THAN: May 16, 2022 AT 2:00 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:** Contract will be effective from July 1, 2022, through June 30, 2024. The University shall have the right, at its sole option, to renew the contract for three (3) 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.

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 NUMBER		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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# INTRODUCTION AND GENERAL INFORMATION:

## 1. Introduction:

- 1.1 Lincoln University proposes to contract with an organization(s) (referred to as “Respondent”) to provide CHARTER BUS TRANSPORTATION SERVICES for Lincoln University (herein referred to as the University) programs including football, track/field, basketball, baseball, and softball teams. Additional programs within the University may also use transportation services under this contract but will not be required to use the resulting agreement. If additional University programs utilize services, all prices are to remain the same as noted in pricing sheet.

## 2. Background

- 2.1 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.

Lincoln University was founded in 1866 by the men of the 62<sup>nd</sup> and 65<sup>th</sup> United States Colored Infantries and their white officers, for the special benefit of freed African Americans. Today, Lincoln University’s role in the education of Missourians and others and its service to stakeholders throughout the state, the nation, and across the globe is well recognized. Lincoln University continues to serve the needs of its diverse student body through a tradition of offering innovative programs.

- 2.2 Supplier Diversity

Lincoln University is a diverse community and recognizes the importance of supplier 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.

## 3. Purpose:

- 3.1 Currently the University is participating in the Mid-America Intercollegiate Athletics Association (MIAA) comprised of Universities in Missouri, Nebraska, Oklahoma, and Kansas in all sports.
- 2.3 Athletics teams typically require buses ranging from 13-58 passenger buses with room to accommodate passengers and two bags each. The football team and band will use at least two 54/58 passenger buses. The men’s and women’s basketball teams will need 54/58 passenger for each team. Softball and track will need a 35/40 passenger bus. It is up to the respondent to review the University Athletics web page to gather information on the various teams and travel requirements including estimated miles. University athletics web page can be found here: <http://www.lubluetigers.com/index.aspx>

## 4. Chartered Bus History:

- 2.2 The following information is the total expenditures per fiscal year under the prior contract for Athletics ONLY.
  - July 1, 2015 to June 30, 2016: \$94,949.50 (FY16)

- July 1, 2016 to June 30, 2017: \$72,684.24 (FY17)
- July 1, 2017 to June 30, 2018: \$80,907.99 (FY18)
- July 1, 2018 to June 30, 2019: \$61,951.80 (FY19)
- July 1, 2019 to June 30, 2020: \$30,107.06 (FY20 *acquired 15 passenger buses and COVID*)
- July 1, 2020 to June 30, 2021: \$70,251.00 (FY21)
- July 1, 2021 to June 30, 2022: \$67,669.71 (FY22 *partial/encumbered as of Apr 4, 2022*)

### 3 Requirements:

- 3.1 The respondent(s) must be able to provide chartered bus transportation for events to be scheduled at a future date.
- 3.2 A properly licensed driver will be required for all trips. The driver must not have any DWI violations. Local transportation for University staff and players will be required while at away game locations. Driver will be required to stay with the bus and provide shuttle service as required.
- 3.3 Drivers shall be professional, courteous, and shall provide excellent customer service.
- 3.4 Overnight accommodations for the driver will be arranged and paid for by the University; however, meals and all other incidental costs will be the responsibility of the respondent. The University expects accommodations to be shared when feasible. (For example, if two drivers are required the University will only pay for a single room to be shared by the drivers. If individual rooms are desired, the respondent will be responsible for the second room.)
- 3.5 Changes in schedule may require respondent to have equipment and personnel available on short notice. Motor coaches shall report 30 minutes prior to departure unless specifically scheduled differently with user designee.
- 3.6 The respondent shall have five (5) consecutive years' experience providing the transportation needs of higher education establishments.
- 3.7 Per mile rates shall begin at the point of loading and shall terminate at final unloading. The University will not be responsible for miles driven from address of business to the University.

### 4 Fleet Requirements:

- 4.1 Respondent must own or have complete access to a minimum of five (5) 47-58 and a 35-40 passenger over-the-road motor coaches.
- 4.2 Buses shall be no more than five (5) years old or recently mechanically re-conditioned at time of awarded contract or renewal. If recently mechanically reconditioned, maintenance records must be provided at no charge upon request.
- 4.3 At least one or both 54-58 buses must be "wrapped" or "logoed" with a University approved Lincoln University design. The 35-40 passenger buses shall have a removeable magnetic decal that is put on when in use by softball and golf teams. This bus shall be available to the University for scheduled engagements. The University is open to various options for this requirement, such as:
  - 4.3.1 Strongly desire that two buses be wrapped or logoed.
  - 4.3.2 Options for a FULLY wrapped bus or buses

- 4.4 The University will have final approval on the design but will work with the designated designer for the wrap. Pricing for various options must be included with response.
- 4.5 At least two (2) buses must have
  - 4.5.1 500 cubic feet of storage space for trips with large equipment needs.
  - 4.5.2 Comfortable seating for athletes as is necessary for their intended activity or sport.
- 4.6 Respondent must demonstrate the ability to provide another coach in the event of mechanical malfunctions or breakdown within two (2) hours regardless of location. (i.e. bus rescue services).
- 4.7 **All motor coaches shall be equipped with the following:**
  - 4.7.1 Working air conditioning
  - 4.7.2 Air-ride suspension
  - 4.7.3 Clear sound system
  - 4.7.4 Intercom system
  - 4.7.5 Clean and comfortable seating that extend out and recline
  - 4.7.6 DVD system with multiple monitors in good working order
  - 4.7.7 Restrooms (clean and maintained)
  - 4.7.8 Window shades/curtains
  - 4.7.9 Individual interior lights and air vents
  - 4.7.10 Cell phone for emergencies
  - 4.7.11 Included WiFi/Internet compatibility
  - 4.7.12 Charging Ports/Stations for electronic devices

**5 Back-up Service:**

- 5.1 Should the respondent not be able to provide transportation for any scheduled trip, it will be the respondent’s responsibility to subcontract the trip through another carrier, making all arrangements, at the contracted price. The subcontracted carrier’s equipment must be equal to or better than the mandatory fleet requirements set-forth in this RFP. Lincoln University reserves the right to approve all subcontractors and may elect, at its own discretion, to contract directly with another carrier for said trip.

**6 Insurance Requirements:**

<b>Coverage</b>	<b>Minimum Limits</b>
Workers Compensation	Statutory
Employers Liability	\$500,000
Commercial General Liability (Comprehensive Form, Must include: Contractual coverage). Occurrence coverage is required.	\$5,000,000 Combined Single Limit, Per Occurrence
Vehicle Liability Coverage	\$5,000,000 Combined Single Limit, per Occurrence

- 6.1 Lincoln University, its officers, employees, and agents are to be Additional Named Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required must be provided 10 days prior to the inception date of the contract between the contractor and the University. The University must receive at least 10 days advance notice in the event of policy cancellation or material change to the policy.
- 6.2 The minimum coverages and limits stated herein will be attributable solely to Lincoln University and its users and shall not be reduced by insurance payments made on account of other persons or entities.
- 6.3 Failure to maintain the required insurance in force may be cause for contract termination. In the event the respondent fails to maintain and keep in force the required insurance, the University shall have the right to cancel and terminate the contract without notice.

## **7 Lincoln University responsibilities:**

- 7.1 University to contact awarded contractor(s) one (1) month prior event and/or athletic season for scheduling purposes.
- 7.2 University to inform awarded contractor(s) as soon as possible cancellations due to unforeseen events.
- 7.3 Purchase orders will be issued for confirmed trips.
- 7.4 The University reserves the right to use University owned transportation methods for events at their discretion.

## SPECIAL INSTRUCTIONS TO PROPOSER(S)

- Proposer(s) Contacts:** All questions regarding technical specifications, proposal process, etc., must be directed to Michael Rothermich, Buyer II at (573-681-5417) or by email at [rothermichm@lincolnu.edu](mailto:rothermichm@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).
- 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.
- Anticipated Schedule:** Lincoln University will strive to adhere to the following schedule in selecting a contractor for award of the contract to provide Chartered Bus Service for Lincoln University

Event	Responsibility	Date and Time
Issue RFP	Lincoln University	April 29, 2022
Submit Written Questions	Vendor	May 3, 2022 by 2:00 PM Central
Provide Response to Questions	Lincoln University	May 5, 2022 by 2:00 PM
Submit Proposals	Vendor	May 16, 2022 by 2:00 PM
Contract Award	Lincoln University	TBD

#### 4. Submission of Proposals:

- Proposals are to be priced, signed, and returned (with all necessary attachments) to the University by the date and time stated on page one.
- The proposer(s) must respond to this RFP by submitting all data required herein in order for his/her response to be evaluated and considered for award.
- Sealed proposals with one (1) bound copy, three (3) unbound redacted copies, and one (1) electronic copy on a flash/thumb driver no later than **2:00 p.m. Central Standard Time, May 16, 2022.** Any proposal received after that time will not be considered, unless the University has extended this deadline. Proposals shall be addressed to:

LINCOLN UNIVERSITY  
Attn. Mike Rothermich  
1002 CHESTNUT ST  
SHIPPING & RECEIVING BLDG  
JEFFERSON CITY MO 65101

Submitted sealed envelopes should be marked in lower left corner:  
RFP B22-1215 Chartered Bus Transportation  
Closing date and time (May 16, 2022 at 2:00 PM)

- 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.



6. **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.
7. **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) Cost .....35 Points
    - ii) Method of Performance .....20 Points
    - iii) Experience and Expertise ..... 30 Points
    - iv) Additional Qualifications ..... .10 Points
    - v) MBE/WBE.....5 Points
  - 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. 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.

## 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 in excess of the original contract period. The University shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event the University exercises such right, all terms, conditions, provisions of the contract 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 subproposer(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 of 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 a 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. **Personnel:**

- a) Respondent understands and agrees that
  - i) Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
  - ii) If Contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if Lincoln has reasonable cause to believe that Contractor has knowingly employed individuals who are not eligible to work in the United States, Lincoln shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. Lincoln may also withhold up to twenty-five percent of the total amount due to Contractor.
  - iii) Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
  - iv) Contractor shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.
- b) Subcontractors. Pursuant to RSMo 285.530 (1) no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with RSMo 285.525 to 285.550, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates RSMo 285.530 (1), if the contract binding the contractor and subcontractor affirmatively states that
  - i) the direct subcontractor is not knowingly in violation of RSMo 285.530 (1) and
  - ii) shall not henceforth be in such violation and
  - iii) the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- c) Affidavit of Work Authorization and Documentation. Pursuant to 285.530 RSMo, Contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by
  - i) **submitting a completed, notarized copy of ATTACHMENT 2, (note page 10) AFFIDAVIT OF WORK AUTHORIZATION and**
  - ii) **providing documentation affirming Contractor's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.**
- d) E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder/company name and 2) a valid copy of the signature page completed and signed by the bidder/an authorized representative of (company name), the Social Security Administration, and the Department of Homeland Security – Verification Division.

14. **Terms and Conditions:** The proposer(s) agrees to the attached the University Terms and Conditions, which, by this reference, are incorporated herein.

## PRICING PAGE

Prices shall include all costs, fees, licenses, equipment, drivers, services, insurance, fuel, tolls, etc. and shall have no hidden costs.

### 2022 Athletics Transportation as known at time of bid (does not include all sports):

Date	Location	Buses	Team	Cost
Aug. 31-Sept. 1	Topeka, KS	two 54/58	Football	\$
Sept. 23-Sept. 24	Tahlequah, OK	two 54/58	Football	\$
Oct. 8	Joplin, MO	two 54/58	Football	\$
Oct. 29	Warrensburg, MO	two 54/58	Football	\$
Nov. 12	St. Joseph, MO	two 54/58	Football	\$
January	Jefferson City	one 54/58	Football	\$
January	Jefferson City	one 54/58	Football	\$

Men's, Women's Basketball and Track: Each team will require a 54/58 passenger bus.

Men's and Women's Basketball Traveling partner locations:

- Missouri Western - St. Joseph, MO Northwest Missouri - Maryville, MO \$ \_\_\_\_\_
- Pittsburg State - Pittsburg, KS, Missouri Southern - Joplin, MO \$ \_\_\_\_\_
- Univ of Nebraska Kearney - Kearney, NE, Fort Hays State - Hays, KS \$ \_\_\_\_\_
- Univ of Central Oklahoma - Edmond, OK, Newman University - Wichita, KS \$ \_\_\_\_\_
- Rogers State - Claremore, OK, Northeastern State - Tahlequah, OK \$ \_\_\_\_\_
- Washburn University - Topeka, KS, Emporia State - Emporia, KS \$ \_\_\_\_\_

Softball and golf will require one 35/40 passenger bus on trips and traveling partners locations.

- Missouri Western - St. Joseph, MO Northwest Missouri - Maryville, MO \$ \_\_\_\_\_
- Pittsburg State - Pittsburg, KS, Missouri Southern - Joplin, MO \$ \_\_\_\_\_
- Univ of Nebraska Kearney - Kearney, NE, Fort Hays State - Hays, KS \$ \_\_\_\_\_
- Univ of Central Oklahoma - Edmond, OK, Newman University - Wichita, KS \$ \_\_\_\_\_
- Rogers State - Claremore, OK, Northeastern State - Tahlequah, OK \$ \_\_\_\_\_
- Washburn University - Topeka, KS, Emporia State - Emporia, KS \$ \_\_\_\_\_

**Inclement Weather:**

In the event of inclement weather, a game/event could be required to be scheduled on the following day, which would extend trips xx amount of days per the delays. Certain situations could call for rescheduling of games to be played at a later date. Please quote any additional costs that would be incurred as a result of an inclement weather extension.

- 1. \_\_\_\_\_, \$ \_\_\_\_\_
- 2. \_\_\_\_\_, \$ \_\_\_\_\_
- 3. \_\_\_\_\_, \$ \_\_\_\_\_

**DEAD HEAD FEES:**

Originating Kansas City Area: \$\_\_\_\_\_ per mile, total charge from vendor location \$\_\_\_\_\_

Originating St. Louis Area: \$\_\_\_\_\_ per mile, total charge from vendor location \$\_\_\_\_\_

Originating Jefferson City Area: No dead head fees are to be charged

**Costs for additional charter bus services:**

<b>Bus Passenger Size:</b>	<b>Cost</b>
13/van	\$ _____ per mile \$ _____ Minimum trip charge per trip
24 Passenger Bus	\$ _____ per mile \$ _____ Minimum trip charge per trip
36 Passenger Bus	\$ _____ per mile \$ _____ Minimum trip charge per trip
48 Passenger Bus	\$ _____ per mile \$ _____ Minimum trip charge per trip
54/58 Passenger Bus	\$ _____ per mile \$ _____ Minimum trip charge per trip
Other: _____	\$ _____ per mile \$ _____ Minimum trip charge per trip

**References:**

*At a minimum, provide Client, Contact Person, City/State, Email, Phone# for at least 3 higher education institutions*

<b>1.</b>		
<b>2.</b>		
<b>3.</b>		

Please confirm the following documents have been included with your proposal:

1. \_\_\_\_\_ **Completed, notarized copy of ATTACHMENT 2**
2. \_\_\_\_\_ **Documentation affirming Contractor’s enrollment and participation in a federal work authorization program**
3. \_\_\_\_\_ **Evidence of insurance coverage**
4. \_\_\_\_\_ **Evaluation Factors**

## Evaluation Factors

Please respond to the following. You may use additional sheets if needed, but for clarity please include the numbers below in any attached response.

1. Explain your **history** with this type of service for higher education:

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2. **Service:** Describe trip reservation process. Description should clearly identify when a trip is considered 'booked'.

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3. If issues arise regarding a confirmed/booked trip, how will this information be communicated and what **guarantees** does your firm offer?

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4. Has your firm ever had to **cancel** a confirmed/booked trip? If so, why?

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5. **Fleet:** Describe your fleet, including type, age, condition, amenities, # of buses, etc. available for use under this contract.

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6. Can your insurance company provide a certificate of **insurance** meeting the stated requirements?

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7. **Wrap/Logo:** Describe your vision for the wrap/logo on the buses, including pictures that may support your vision and how these buses would be utilized.

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7a. What is the cost for a full wrap per bus \$\_\_\_\_\_ and a cost for logoed buses per bus cost \$\_\_\_\_\_? If selected how long would it take to work with the University on getting a rendering of the wrap/logo to review and once a wrap/logo is fully approved how long would it take to get wrap/logo installed\_\_\_\_\_?



8. **Safety:** Describe your safety record.

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9. Explain your procedures in the event of **mechanical** malfunctions/breakdowns:

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10. What safety **equipment** is carried on your buses?

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11. **Moving Violations:** Provide a list of moving violations filed with DOT in the last 3 years:

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12. **Drivers:** Describe the drivers that would be available for use under this contract, including licensure, training, full or part time status, etc.

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13. **Pricing adjustments:** Describe the procedures that would be followed for any pricing change requests at the annual renewal, or should there be SIGNIFICANT pricing fluctuations related to fuel. Please remember that the prices bid should be held firm for the entire year of the contract and that minor, seasonal fuel price variation should be accounted for in the proposed price.

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**ATTACHMENT #2**

**AFFIDAVIT OF WORK AUTHORIZATION**

Comes now \_\_\_\_\_ as \_\_\_\_\_ first being duly  
(NAME) (OFFICE HELD)

sworn on my oath, affirm \_\_\_\_\_ is enrolled and will continue to  
(COMPANY NAME)

participate in a federal work authorization program in respect to employees that will work  
in connection with the contract services related to \_\_\_\_\_ for the duration of  
(BID NUMBER)

the contract, if awarded in accordance with RSMo Chapter 285.530 (2). I also affirm that

\_\_\_\_\_ does not and will not knowingly employ a person who is an  
(COMPANY NAME)

unauthorized alien in connection with the contracted services related to \_\_\_\_\_  
(BID NUMBER)

for the duration of the contract, if awarded.

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

\_\_\_\_\_  
Signature (person with authority) Printed Name

\_\_\_\_\_  
Title Date

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

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

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

\_\_\_\_\_  
Signature of Notary Date

**LINCOLN UNIVERSITY  
PURCHASING DEPARTMENT**

**TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

**1. TERMINOLOGY/DEFINITIONS**

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

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

**2. APPLICABLE LAWS AND REGULATIONS**

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

**3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT**

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

#### **4. PREPARATION OF PROPOSALS**

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

#### **5. SUBMISSION OF PROPOSALS**

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

#### **6. PROPOSAL OPENING**

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

#### **7. PREFERENCES**

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

#### **8. EVALUATION/AWARD**

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

for all offerors and to proceed with the evaluation. In addition, Lincoln University reserves the right to waive any minor irregularity or technicality found in any individual proposal.

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

## **9. CONTRACT/PURCHASE ORDER**

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

## **10. INVOICING AND PAYMENT**

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

## **11. DELIVERY**

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

## **12. INSPECTION AND ACCEPTANCE**

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

## **13. WARRANTY**

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

## **14. CONFLICT OF INTEREST**

- a. Officials and employees of Lincoln University, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any

actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

## **15. REMEDIES AND RIGHTS**

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

## **16. CANCELLATION OF CONTRACT**

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

## **17. COMMUNICATIONS AND NOTICES**

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

## **18. BANKRUPTCY OR INSOLVENCY**

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

## **19. INVENTIONS, PATENTS AND COPYRIGHTS**

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

## **20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

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

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

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

## **21. AMERICANS WITH DISABILITIES ACT**

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

## **22. TITLES**

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