



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

RFP NO.: B22-1216
TITLE: Dairy Analyzer
ISSUE DATE: April 26, 2022

REQ NO.: 136507
BUYER: Michael Rothermich
PHONE NO.: (573) 681-5417
E-MAIL: rothermichm@lincolnu.edu

RETURN PROPOSAL NO LATER THAN: May 11, 2022 AT 2 P.M. CENTRAL TIME

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

RETURN PROPOSAL TO: **LINCOLN UNIVERSITY
1002 CHESTNUT ST
SHIPPING & RECEIVING BLDG
JEFFERSON CITY MO 65101**

CONTRACT PERIOD: N/A

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

Table of Contents

- GENERAL REQUIREMENTS** 3
 - 1. PURPOSE 3
 - 2. COMMUNICATION..... 3
 - 3. RFP SCHEDULE** 3
 - 4. PRICE 3
 - 5. QUANTITIES 3
 - 6. BUSINESS COMPLIANCE**..... 3
 - 7. PROPOSAL DUE DATE:**..... 4
 - 8. PROPOSAL EVALUATION 4
 - 9. Contractual Requirements: 5
 - 10. Clarification of Requirements: 5
 - 11. Submission of Proposals: 5
 - 12. Award of Contract: 5
 - 13. Price:..... 6
 - 14. Freight, Shipping and Handling Charges: 6
 - 15. Contractor Liability: 6
 - 16. Replacement of Damaged Product: 6
 - 17. Substitutions: 7
 - 18. Preprinted Marketing Materials:..... 7
 - 19. Description of the Product: 7
 - 20. Open Competition:..... 7
 - 21. Warranty 8
- Specific Requirements**..... 9
 - 1. Scope..... 9
 - 2. Warranty 9
 - 3. Delivery/Installation and Training of Researchers 9
- TECHNICAL SPECIFICATIONS** 10
- Pricing Sheet and Supporting Documentation 12

GENERAL REQUIREMENTS

1. PURPOSE

1.1. This Request for Proposal (herein referred to as an RFP) is a request for competitive, sealed bids from qualified vendors to provide a fully automated Dairy Analyzer.

1.2. 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.

2. COMMUNICATION

2.1. Any and all communications from bidders regarding specifications, requirements, competitive bid process, etc., related to the bid document must be referred to the Buyer of Record identified on the first page of this document.

2.2. Such communications should be received in writing (by email to the address on the first page of this document) with specific references to the relevant RFP section and submitted by the date and time listed in RFP Schedule (May 3, 2022 at 2:00 PM)

2.3. Submission questions and subsequent responses will be issued as an addendum to all prospective vendors. Requests for clarification received after the deadline will not be considered, and the University is under no obligation to address them.

3. RFP SCHEDULE

3.1. The table below shows the intended schedule for this RFP.

Event	Responsibility	Date and Time
Issue RFP	Lincoln University	April 26, 2022
Submit Written Questions	Vendor	May 3, 2022 at 2:00 PM
Provide Response to Questions	Lincoln University	May 5, 2022 at 11:00 AM
Submit Proposals	Vendor	May 11, 2022 at 2:00 PM
Contract Award	Lincoln University	TBD

4. PRICE

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

5. QUANTITIES

5.1. The quantities, when required, are estimates only. Lincoln University does not guarantee quantities.

6. BUSINESS COMPLIANCE

6.1. The Offeror must be in compliance with laws regarding conducting business in the State of Missouri. The Offeror certifies by signing the signature page of this original document and any

amendment signature page(s) that the Offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance upon request by University. The compliance to conduct business in the state shall include, but not be limited to:

- 6.1.1.1. Registration of business name (if applicable)
- 6.1.1.2. Certificate of authority to transact business/certificate of good standing (if applicable)
- 6.1.1.3. Taxes (e.g. city/county/state/federal)
- 6.1.1.4. State and local certifications (e.g. professions/occupations/activities)
- 6.1.1.5. Licenses and permits (e.g. city, county licenses, sales permits)
- 6.1.1.6. Insurance (e.g. worker's compensation/unemployment compensation)

7. PROPOSAL DUE DATE:

- 7.1. 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 11, 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
rothermichm@lincolnu.edu
1002 CHESTNUT ST
SHIPPING & RECEIVING BLDG
JEFFERSON CITY MO 65101

Submitted sealed envelopes should be marked in lower left corner:
RFP B22-1216 Dairy Analyzer
Closing date and time (May 11, 2022 at 2:00 PM)

8. PROPOSAL EVALUATION

- 8.1. All responsive and responsible proposals will be subjected to a comparative assessment of the published evaluation criteria. The award of a contract/purchase order will be based on the best proposal response in accordance with the evaluation criteria listed below:
- 8.1.1.1. Method of Operation/Specifications
 - 8.1.1.2. Vendor Support/Warranty
 - 8.1.1.3. Higher Education/Lab Client References
 - 8.1.1.4. Delivery/Installation and Training for researchers
 - 8.1.1.5. MBE/WBE
 - 8.1.1.6. Cost
- 8.2. The University reserves the right to make an award to the responsive and responsible vendor whose service meets the terms, conditions and specifications of the RFP and whose proposal is considered to best serve the University's interests. Award of the contract will be made to the vendor who provides the best combination of services, cost and value as determined by Lincoln University.
- 8.3. Lincoln University reserves the right to consider the value of money and any other economic impact factors as deemed appropriate and in the best interest of the University.
- 8.4. After the initial screening process, a vendor may be required to provide a demonstration of its proposed vehicle at a site that the vendor deems appropriate and that is reasonably accessible for the University evaluation committee. The demonstration should be construed to both clarify and verify the vendor's proposed vehicle(s).

9. Contractual Requirements:

- 9.1. A binding contract shall consist of: (1) the Request for Proposal, (RFP), and any attachments thereto, (2) the bidder's response (bid) to the RFP, (3) clarification of the bid/proposal, if any, and (4) Lincoln University acceptance of the bid by "notice of award" or by "purchase order. All exhibits and attachments included in the RFP shall be incorporated into the contract by reference.
- 9.2. The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive an official letter or an official authorized, signed purchase order from the Director of Purchasing.
- 9.3. The contract expresses the complete agreement of the parties and performances shall be governed solely by the specifications and requirements contained therein.
- 9.4. Any changes to the contract, whether by modification and/or supplementation, must be accompanied by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the university or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the university, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. Clarification of Requirements:

It is the intent and purpose of the University that this request permits competitive bidding. It shall be the bidder's responsibility to advise the University, at the address noted on page one of this 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's Purchasing Department not later than five (5) days prior to the bid closing date.

11. 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 bidder must respond to this RFP by submitting all data required herein in order for his/her response to be evaluated and considered for award. The bidder is cautioned that it is the bidder's sole responsibility to submit information related the evaluation categories and that the University is under no obligation to solicit such information if it is not included with the bid. The bidder's failure to submit such information may cause an adverse impact on the evaluation of the bid.

12. Award of Contract:

Award of the contract will be made to the vendor who provides the best combination of services, cost and value as determined by Lincoln University.

13. Price:

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

14. Freight, Shipping and Handling Charges:

- 14.1. All prices shall include all packing, handling, shipping and freight charges, **FOB Destination**, Freight Prepaid and Allowed. The University shall not make additional payments or pay add-on charges for freight or shipping unless specifically described and priced in the bid, or as otherwise specifically stated and allowed by the RFP.
- 14.2. The contractor shall be paid in approximately thirty (30) days from receipt of the equipment and valid invoice(s). The contractor shall submit all invoices to:

Lincoln University of Missouri
Accounting Department
Room 204 Young Hall
820 Chestnut Street
Jefferson City MO 65102-0029

15. Contractor Liability:

- 15.1. The contractor agrees that Lincoln University shall not be liable for any damages or costs or injury incurred by the contractor of his/her employees arising of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.
- 15.2. The contractor shall be responsible for any and injury or damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions of the contract. In addition to the liability imposed upon the contractor on account of personal injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor assumes the obligation to save Lincoln University, including its agents, employees, and assigns, from every expense (including attorney fees), liability, or payment arising out of such negligent act. The contractor also agrees to hold Lincoln University, including its agents, employees, and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract and indemnifies Lincoln University for all costs, expenses (including attorney fees), damages and payment.

16. Replacement of Damaged Product:

The contractor shall be responsible for replacing any item received in damaged condition at

no cost to the university. This includes all shipping costs for returning non-functional items to the contractor for replacement.

17. Substitutions:

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

18. Preprinted Marketing Materials:

- 18.1. The bidder may submit preprinted marketing materials with the bid. However, the bidder is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the bidder. The bidder is strongly discouraged from relying on such materials in presenting products and services for consideration by the university.
- 18.2. It is the bidder's responsibility to provide detailed information about how the item bid meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the bidder should provide detailed information to assure that the product meets the university's mandatory requirements. In the event this information is not submitted with the bid, the buyer may, but is not required to, seek written clarification from the bidder to provide assurances that the product bid meets specifications.

19. Description of the Product:

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

20. Open Competition:

- 20.1. Any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirements are for informational purposes only and are not intended to limit competition.
- 20.2. The bidder may offer any brand of product which meets or exceeds the specifications. In addition to identifying the manufacture's name and model number, the bidder must explain in detail how their product meets or exceeds the specifications. Proposals which do not comply with the requirements and the specifications, are subject to rejection without clarification.

21. Warranty

- 21.1. 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 to that of the specifications.
- 21.2. 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.

Specific Requirements

1. Scope

- 1.1. Bidders shall provide a new turn-key benchtop system composed of a fully automatic Dairy Analyzer, for specific detection of various properties in Milk and Cream products. Analyzer should be able to detect (Fat, Protein, Lactose, etc.) in raw and homogenized in cows, sheep, and goats' milk and cream.
- 1.2. Instrument will be utilized through several different departments analyzing various types of samples from:
 - 1.2.1. Small Ruminant Research Program
 - 1.2.2. Various Milk Animal Samples
 - 1.2.3. Small Ruminant Extension Program

2. Warranty

- 2.1. Bidders shall provide a 2-year warranty/service as a separate price item to cover labor and parts needed for preventative maintenance.
 - 2.1.1. Warranty shall also cover two (2) PM visits to include labor and parts for the components of the Dairy Analyzer.
 - 2.1.2. Must include a service and application support via a 1-800 number.
- 2.2. A complete comprehensive instruction and maintenance manual shall be provided. The manual shall include operating instructions, routine preventative maintenance instructions, etc.
- 2.3. Warranty period to commence on the anniversary date from when the Dairy Analyzer was installed.

3. Delivery/Installation and Training of Researchers

- 3.1. Vendors to provide installation and training to researcher(s) once Dairy Analyzer is installed.

TECHNICAL SPECIFICATIONS

Offerer Directions: Offeror shall indicate if they comply (YES) or do not comply (NO) with each specification line item as noted. The offeror shall also write in the description what will be supplied. Failure to follow any of these directions may deem the bid non-responsive and the bid may be rejected.

Line Item	Specifications	Comply (Yes/No)	Enter Specifications
	Instrument must be Benchtop model		
	Touch screen capable		
	Is instrument pre calibrated for milk and cream		
	Does the machine follow ISO guidelines?		
	What type of technology is used for analysis		
	Is instrument equipped for remote monitoring		
	Instrument should operate in an ambient lab temperature environment approximately (59 to 95 °F).		
	Instrument(s) must be able to work in a nearly dust free lab.		
	Can data be exported, and if so, what type of format		
	Software must fully control all Analyzer components		
	Can software email the results		
	Instrument software must allow for the acquisition and processing of data at the same time		
	Instrument software will allow for stand-alone data processing		
	Can instrument be moved from one location to the next without making adjustments?		
	Bidder to provide a 1-day training after instrument is installed		

What are the parameter range in percent for Milk? _____

Fat _____

Protein _____

Lactose _____

Solids _____

Solid not Fat (SNF) _____

Freezing Point Depression FPD _____

What other properties are detected in Milk and their parameter range?

What are the parameter range in percent for Cream? _____

Fat _____

Protein _____

Lactose _____

Solids _____

Solid not Fat (SNF) _____

What other properties are detected in Cream and their parameter range?

How is the instrument cleaned after use each time? _____

How long does it take to analyze a sample? _____

What is the accuracy range for the Coefficient of Variation (CV)?

What is the repeatability range for the CV? _____

What other dairy products can this instrument analyze?

How long will it take to ship the analyzer after receipt of Purchase Order? _____

How long does it take to schedule an installation date and training? _____

Pricing Sheet and Supporting Documentation

The following documentation shall be provided with the bid. Failure to provide the proper documentation will deem your bid non-responsive.

Comply
Yes / No

_____ Dairy Analyzer Specifications

_____ Method of Operation in Analyzing data

_____ A complete comprehensive instruction and maintenance manual shall be provided. The manual shall include operating instructions, routine preventative maintenance instructions, etc.

_____ 2-year warranty/service as a separate price item to cover labor and parts needed for repairs. Warranty shall also cover two (2) PM visits to include labor and parts for the Dairy Analyzer. Must include a service and application support via a 1-800 number.

_____ List of references from Higher Education/ Lab clients

\$ _____ PRICE FOR DAIRY ANALYZER

\$ _____ PRICE FOR ADDITIONAL 2-YEAR WARRANTY/SERVICE

\$ _____ INSTALLATION AND TRAINING

\$ _____ TOTAL BID PRICE FOR TURN-KEY Dairy Analyzer

Date: _____

Company: _____

Phone #: _____

Authorized Signature: _____

Fax #: _____

Address: _____

City/State/Zip: _____

**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 offeror 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 a 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.