



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

**RFP NO.:** B25-1234  
**TITLE:** BANKING SERVICES  
**ISSUE DATE:** MARCH 26, 2025

**REQ NO.:** n/a  
**BUYER:** DAMON C. NUNN  
**PHONE #:** (573) 681-5415  
**E-MAIL:** [nunnd@lincolnu.edu](mailto:nunnd@lincolnu.edu)

**RETURN PROPOSAL NO LATER THAN: APRIL 9th, 2025, AT 2 P.M. CENTRAL TIME**

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

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

**CONTRACT PERIOD:** **JULY 1, 2025 THROUGH JUNE 30, 2026, WITH THE OPTION TO RENEW THE CONTRACT FOR FOUR (4) ADDITIONAL ONE-YEAR PERIODS.**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 03/23/2025). 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

PART I – GENERAL INFORMATION.....	3
PART II - SPECIFIC REQUIREMENTS.....	4
A. Accounts.....	4
B. Collateral.....	5
C. Online Banking Services.....	5
D. Bank Statements and check reconciliation .....	5
E. Interest.....	6
F. Positive Pay and other Internal Controls.....	6
H. Automated Clearing House (ACH) .....	6
I. Wire Transfers .....	7
J. Collection and Deposit Services.....	7
K. Internet/Credit Card/Debit Card processing .....	8
L. Investment Services .....	8
M. Bank Service Charges.....	8
N. ATM.....	8
O. Other Services/Fees .....	8
P. Compensating Balances .....	9
Q. Implementation/Transition Process .....	9
R. Other Questions .....	9
S. Pricing.....	9
PART III – PROPOSING INSTITUTION QUALIFICATIONS.....	10
PART IV – PROPOSAL, EVALUATION & AWARD.....	12
PART V – PRICING PAGE .....	14
PART VI – CONTRACTUAL REQUIREMENTS .....	15
Attachment A – Historical Information .....	18
Attachment B – Affidavit of Work Authorization .....	20
Attachment C – Lincoln University Investment Policy .....	21
Attachment D - Lincoln University Terms and Conditions.....	22

## **PART I – GENERAL INFORMATION**

### **A. Introduction**

This document constitutes an invitation for sealed Request for Proposals (herein referred to as the RFP) for Banking Services from qualified, experienced, financially sound and responsible institutions. The University's goal is to partner with a financial institution that demonstrates quality and responsiveness in its customer service. The University has an excellent relationship with our current bank, but the contract has expired and ensuring good business practices requires the issuance of a request for proposal.

### **B. Background**

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 multi-cultural student body through a tradition of offering innovative programs.

Lincoln University of Missouri is located in Jefferson City, Missouri. Lincoln has an enrollment of approximately 2,054 as of fall 2024. The University's general and auxiliary operating budgets total \$44.8 million for FY25.

### **C. Purpose**

The purpose of the Request for Proposals (RFP) is to solicit proposals from qualified financial institutions that provide full banking services including but not limited to depository services, investment services and credit card processing to Lincoln University. The University requires that the financial institution have a local branch network in order to meet the organization's cash management and student and employee needs. Financial Institutions submitting a proposal must propose to provide all services as indicated in this RFP, unless the service is specifically noted as being optional. The University is also especially interested in knowing of services that are available from your institution that may not be presently in use by the University.

## PART II - SPECIFIC REQUIREMENTS

Respondents must address each of the following in their response in the order listed below.

### A. Accounts

The University has the following accounts. Awarded institution(s) must allow for these accounts at minimum.

#### **Bank Accounts**

General Fund

Restricted/Agency Fund (ZBA)

Payroll (ZBA)

Endowment:

- Title III Endowment
  - ❖ General Title III
  - ❖ Monk Title III

Student Account (ZBA)

Debt Service Payments

The University must have access to current and pending day information reporting on all listed funds. Currently, the University obtains this information through an online portal.

#### **General Fund:**

The General Fund handles all revenue deposits including cash, check and credit card payments; all checks written for accounts payable and student refund checks; incoming and outgoing ACH and wire transfers of the University. In addition, this account serves as the clearinghouse for all investment activity. Funds are transferred to and from other accounts, as needed, through this account.

#### **Restricted/Agency Funds:**

The Restricted/Agency fund is a zero-balance account. This account receives ACH and wire transfers for federal, state and local money that is restricted for specific programs. All balances are transferred to the General Fund account by the bank daily. No checks are written from this account.

#### **Payroll:**

The Payroll account is a zero balance account. All payrolls go through this account by check, credit (stop payment) or ACH. This account is funded via a transfer from the General Account prior to the funds being disbursed. Transfers to this account are automatic and coordinated by the banking institution.

#### **Endowment:**

The Endowment account holds the majority of the University Endowment funds. Funds are transferred to and from this account and the General Fund account. No checks are written from this account.

#### **Student Account:**

The Student Account is a zero-balance account. This account receives ACH and wire transfers. Funds are transferred to the General Fund account by the bank daily. No checks are written from this account.

Debt Service Payments:

The Debt Service Payments account is a holding account for scheduled payments to bondholders. It is an interest-bearing account. Funds for this account are transferred in from other accounts by the University. Disbursements are made by ACH.

**B. Collateral**

Responding institutions must keep the deposits of the University secured as provided by law as a depository of public funds. The rights and duties of the University and the selected Financial Institution will be governed by the applicable sections of Chapter 30 – State Treasurer, and Chapter 110 – Depositories for Public Funds, of the Revised Statutes of Missouri.

The checking accounts must be secured by a deposit of securities of the character prescribed in Section 30.270, Revised Statutes of Missouri, for the security of funds deposited by the State Treasurer. In addition to the requirements of Section 30.270, the securities must be limited to bonds or other obligations issued or guaranteed by the United States of America or bonds or other obligations issued by the State of Missouri or a political subdivision of the State of Missouri. The securities should be deposited by the Financial Institution with a disinterested financial institution or safe depository as trustee.

The responding financial institutions must explain the process used to secure and release collateral securities.

**C. Online Banking Services**

The University currently utilizes an online portal to access banking activity for each fund account. Banking activity includes, but not limited to, daily activity, bank statements, returned check reports, access to view cleared checks (including an image of front and back of check), investment activity, validate ACH files and creation of ACH, domestic wire transfers, international wire transfers, international ACHs, and inter-fund transfers. The online portal also allows access to check the current status of checks written, manually add a check to positive pay, process a stop pay or void a check.

Institutions should provide similar access. Respondents shall provide a detailed description of the online banking service and a list of all capabilities including reporting and internal controls.

**D. Bank Statements and check reconciliation**

The University currently receives all bank statements through the online portal. Bank statements shall be available to the University monthly within two (2) days of the end of the month. Bank statements shall cover a calendar month and shall include the amount of each deposit and each withdrawal for the particular account during the period covered by the respective statement.

The institution shall also provide a numeric listing of cancelled checks and an electronic text file of cancelled checks matching the cleared checks on the monthly statements. The electronic file must be made available to the University within two (2) of the end of the month. A CD or electronic file of all cleared checks (images of front and back) must be made available to the University on a monthly basis.

## **E. Interest**

Interest will be credited to each interest-bearing account monthly. The rate of interest earned on each account and balance upon which interest is calculated must be specified for each account (See pricing page). Provide the method of calculating interest and if accounts are swept each night and funds invested. A statement each month showing the amount of interest and how the interest was calculated will be required.

## **F. Positive Pay and other Internal Controls**

Lincoln University currently utilizes Positive Pay for check processing and is interested in Payee Positive Pay to control fraudulent activity. Outline the process and controls available to protect against fraud. Method should describe what information is checked (name, amount, signatures and validation of date), number of files that can be submitted per day, submission criteria and how files are submitted including cutoff timelines. Indicate the method of notification of fraudulent activity.

The University currently utilizes a secure email to send and receive communication with the banking institution. Please confirm that the institution will provide a secure method of communication.

The University wants to continue to utilize, at minimum, similar internal controls that protect the institution's resources. Institutions are encouraged to recommend arrangements to achieve greater resource controls.

## **G. Insufficient Funds payments**

Responding institutions should explain their process for returned checks, including insufficient checks and closed accounts, how many times the check is presented, in what format and all reports available to the University to monitor the status of each check.

## **H. Automated Clearing House (ACH)**

ACH is currently being used for the General Fund, Payroll, and Debt Service Fund. Data for the past calendar year follows (includes incoming and outgoing ACH by category). The Financial Institution must have a procedure in place to notify the University immediately of any ACH rejections or if an account number or routing number is incorrect.

The University requires all employees to use direct deposit for their paychecks. The University processes three payrolls per month, one payroll each for students and hourly employees on the 15<sup>th</sup> of each month and salaried employees on the last working day of each month.

Employees are required to receive all reimbursements by direct deposit. Some vendors are currently enrolled in direct deposit. The University plans to expand the enrollment of vendors in direct deposit in the future. Reimbursements and vendor payments are generally processed once per week but could increase in volume depending on circumstances.

Students are encouraged to participate in direct deposit for student account refunds. Student refunds are processed at a minimum, every two weeks.

Some employees or students may not have their own bank account. Please outline options for these employees or students to ensure payment can be made to them by stored value (pay card).

The Proposing Institution “institution” must respond to the following questions regarding ACH:

- a. How would ACH files be transmitted to the institution? Currently the University uses secure password protected File Transfer Protocol (FTP); access is made to the institution’s website, files are forwarded to the institution, the institution validates files sent and processes files daily.
- b. What is the processing time for received ACH files?
- c. What are the daily time cutoffs for ACH file processing?
- d. What are the institution’s procedures for correcting ACH items?
- e. What are the institution’s procedures for ACH recall (stop payment)?
- f. Does the institution require pre-notes? What options are available to test new setups?
- g. How long can stop payments remain effective on the institution’s system?
- h. For incoming ACH payments, is there access to online reports for additional information regarding the funds and/or sender?

#### **I. Wire Transfers**

Proposing Institutions must respond to the following:

1. Explain the process of sending wire transfers. If the process differs for international versus domestic wire transfers, explain both processes.
2. Is there an online service available to send wire transfers?
3. Are controls in place to require a secondary authorization for security?
4. What deadlines are maintained for outgoing wires?
5. What procedures are in place for international incoming wires and what is the supporting documentation to confirm receipt of incoming wires? Outgoing international wires?

#### **J. Collection and Deposit Services**

The Proposing Institutions must respond to the following:

1. List the available deposit locations in Jefferson City.
2. What hours are each location open to accept University deposits (inside and drive through)?
3. How are after hours deposits handled/night deposits?
4. What is the latest deadline for same day ledger credit?

5. Describe how foreign deposit items would be handled and any fees associated with the collection.
6. Describe the institutions procedure to notify Lincoln University of incoming wire, ACH and other non-university initiated deposits.

#### **K. Internet/Credit Card/Debit Card processing**

The University currently accepts credit/debit card payments (Mastercard, VISA, Discover and American Express) in person, through the web using Ellucian Colleague payment gateway, TouchNet/Heartland, and other solutions through Authorize.net. These merchant card services are handled through the current banking relationship.

Financial Institution proposals must explain how their institution handles credit/debit card processes. Fees for credit/debit card processing must be detailed in the pricing page of the RFP.

#### **L. Investment Services**

The University seeks an institution that provides an experienced investment team. Institutions must provide the name, location and credentials of the primary point of contact at the institution assigned to the account. Primary point of contact will be expected to provide suggestions on investment strategies and investment opportunities based on the university's cash flow needs as identified by the university. The institution investment policy is attached for reference.

#### **M. Bank Service Charges**

All fees associated with bank services must be identified on the pricing page. The banking institution must prepare monthly a detailed invoice defining all services and other costs incurred by the University. Charges must be consistent with those specified in the financial institution's proposal unless both parties mutually agree to a different fee in writing.

Bank Service charges may be on a direct fee method or a compensating balance method. Explain the proposed method and the details of each including how earnings credits are applied, as applicable.

#### **N. ATM**

The University does not currently have an ATM machine on campus but is interested in proposals for placement of machines on campus.

#### **O. Other Services/Fees**

Financial Institutions must describe how these services are provided. Please indicate any associated fees on the pricing page:

1. Stop payments: the university does all stop pays online.
2. Wire transfers, international and domestic, incoming and outgoing.
3. Coin wrappers and deposit bags: (at minimum 4 zippered bags and 11 lockable bags).
4. Orders for change and currency.



5. Travelers checks, bank drafts, bank money orders and Cashier's Checks as needed.
6. Online fund transfers within accounts
7. How does your Institution handle loose change? Does your Institution allow use of a loose coin counter for occasional coin deposits?
8. Check stock options: optional service – university currently has check stock printed externally.
9. Service charges.
10. Deposit slips.
11. Check cashing of University issued checks to faculty, staff and students and vendors.
12. Access to front and back images of cleared checks. The University expects to receive this access online and in electronic file format (CD or USB). Define how long cleared check data is available to the University.
13. Processing of electronic funds transfer. A report must be submitted to the University within 24 hours of the EFT receipt. Explain the process for receiving EFT information.
14. Online banking access.
15. Is there any fee or limit to the number of customer service phone calls that can be made to the institution?

The financial institution is not limited to the above services. Any additional services may be included or stated as an Addendum to the above referenced items. Any charges connected with additional services MUST be shown on the pricing page.

#### **P. Compensating Balances**

Please describe the institution's current policy concerning required balances. Institutions are encouraged to propose arrangements in this area. Please explain how the institution will maintain compliance with safekeeping requirements.

#### **Q. Implementation/Transition Process**

The Proposing Institutions must discuss implementation/transition procedures and time frame required assuming the institution is awarded the University's business.

#### **R. Other Questions**

Is the financial institution currently for sale or involved in any transaction to become acquired by another business entity? Are there any expansion plans that might affect the account?

#### **S. Pricing**

All fees must be reported on the pricing page.

## **PART III – PROPOSING INSTITUTION QUALIFICATIONS**

### **A. Minimum Requirements of Proposing Institution**

Failure to include these items may be grounds for rejection of your proposal.

1. The Proposing Institution shall present evidence that the institution or its officers have been engaged for at least the past five (5) years in providing services as listed in this RFP. Additional minimum qualifications for the banking portion of this RFP are as follows:
  - a. Be nationally or Missouri chartered, approved by the Missouri Banking Commission to conduct business in the State of Missouri, a member of the Federal Deposit Insurance Corporation, and have immediate access to the Federal Reserve wire transfer system.
  - b. Conform to the provisions of Chapter 30 – State Treasurer and Chapter 110 – Depositories for Public Funds, of the Revised Statutes of Missouri relating to the collateralization of public funds.
  - c. Include a description of any litigation in which Proposing Institution and/or its officers is currently involved, as well as indicating any potential conflict of interest and plans for avoiding the conflict.

### **B. Information to include in Qualifications of Institution**

1. General Institution Information:
  - a. Provide a general overview and a brief history of your institution, including parent and/or subsidiary companies and the number of employees.
  - b. Describe the experience of the financial institution in providing similar services for other colleges and universities or state entities.
  - c. Financial Strength:
    - 1) Capital ratios, asset quality, earnings, liquidity, sensitivity to market risk, deposits, and loans
    - 2) Audited financial statement for the most current quarter year-end and copy of its most recent "State of Condition" and those from year-end for the past five (5) years.
    - 3) Rating information from recognized bank rating agencies (e.g. Veribanc, Highline, Standard and Poor, Moody Investor Service, etc.)
    - 4) Confirmation from the institution that it will communicate to the University any changes in its credit rating or bank rating during the contract period.
  - d. Proof of current standing as an eligible public depository.
  - e. Community Reinvestment Act (CRA) rating and rating authority. Include information on the bank's CRA activity within the University's jurisdiction.
  - f. Institution locations (main office and branches near the University).

- g. Confirmation that the institution will adhere to the University's collateral and investment policy.
  - h. Institution's disaster recovery plan (back-up sites and system back-up process).
  - i. Description of the institution's dispute resolution and customer service/feedback process.
2. Personnel:
- a. Provide the name, title, institution address, phone number and email address of the primary contact person(s) assigned to this account.
  - b. Describe your institution's policy on changing the primary contact person on an account.
  - c. Provide name(s) and contact information of individual(s) who will work with the University on a day-to-day basis.
  - d. Will a specific customer service representative be assigned to handle day-to-day transactions for the University?
  - e. Will the institution provide dedicated IT liaison(s) to work on set-up, file transfer, testing and troubleshooting/issue resolution? During what hours is technical support available (specify time zones)?
  - f. Will a specific investment advisor be assigned for the University?
3. List any incentives offered by the institution for transition or retention including but not limited to scholarships and/or sponsorships and internship opportunities for Lincoln University students.

### **C. References**

- 1. Three (3) references (higher education or state entity, if possible) must be included stating the name, position, telephone number and email address of the contact person.

## PART IV –PROPOSAL, EVALUATION & AWARD

The selection committee will first determine if a proposal satisfies the mandatory requirements stated in this RFP. The award of a contract shall be based on the proposal most advantageous to the University taking into consideration price and the qualifications and services provided to the University. Criteria to be evaluated in the proposal are as follows:

### 1. **Proposer(s) Contacts:**

- a. All questions regarding technical specifications, proposal process, etc., must be directed to Damon C. Nunn by email at [nunnd@lincolnu.edu](mailto:nunnd@lincolnu.edu). Proposer(s) must not contact other employees of the University concerning this RFP while the proposal period and evaluation stage is in process. Failure to abide by this requirement may result in disqualification of the proposer(s).

### 2. **Clarification of Requirements:**

- a. 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.

### 3. **Submission of Proposals:**

- a. Proposals are to be priced, signed and returned (with all necessary attachments) to the University by the date and time stated on page one.
- b. The proposer(s) must respond to this RFP by submitting all data required herein in order for his/her response to be evaluated and considered for award.
- c. Proposals must be priced, signed and sealed, and received in the University's Purchasing Office by the closing date and time specified. Any proposal received by the Purchasing Office after the exact closing date and time specified will not be opened and will not be evaluated regardless of the reason(s) or mitigating circumstances related to its lateness or degree of lateness. A facsimile or email transmission is NOT an acceptable response to this RFP.
- d. **Copies of Proposals:** The proposer(s) is requested to submit an original signature proposal and four (4) complete copies of the original signature proposal. The **pricing should be redacted on the additional copies**, for a total of five (5) complete proposals. In addition, an electronic copy (USB drive) of the proposal should be provided as well.
- e. **Pricing:** Pricing shall be listed on the Pricing Page **ONLY**.

### 4. **Evaluation Process:**

- a. Any apparent clerical error may be corrected by the offeror before the contract award. Upon discovering an apparent clerical error, Lincoln University shall contact the offeror and request written clarification of the intended proposal. The correction shall be made in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

- b. Any pricing information submitted by an offeror must be disclosed on the pricing page(s) as designated in this RFP. Any pricing information which appears elsewhere in the offeror's proposal shall not be considered by Lincoln University.
- c. Awards shall only be made to the offeror(s) whose proposal(s) complies with all mandatory specifications and requirements of the RFP. Lincoln 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. After determining that a proposal satisfies the mandatory requirements stated in the RFP, the comparative assessment of the relative benefits and deficiencies of the proposal in relation to be published evaluation criteria shall be made. Lincoln University reserves the right to consider historic information and fact, whether gained from the offeror's proposal, question and answer conference, references, site visits or any other source, in the evaluation process. The award(s) of a contract resulting from this RFP shall be based on the lowest and best proposal received in accordance with the evaluation criteria stated below:

<b>Cost .....</b>	<b>35%</b>
<b>Proposed method of performance .....</b>	<b>20%</b>
<b>Experience and Reliability .....</b>	<b>20%</b>
<b>Expertise of personnel .....</b>	<b>20%</b>
<b>Other criteria.....</b>	<b>5%</b>

#### **5. Contract Award:**

- a. An award resulting from this request shall be awarded to the responsive and responsible offeror whose proposal is determined to be most advantageous to Lincoln 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, Lincoln University will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of this RFP.

## PART V – PRICING PAGE

#	Item description	Per transaction fee	Monthly	Quarterly	Annual	Other
1	Online banking access					
2	ACH - incoming					
3	ACH - outgoing					
4	Wire Transfer (domestic-incoming)					
5	Wire Transfer (international-incoming)					
6	Wire Transfer (domestic-outgoing)					
7	Wire Transfer (international-outgoing)					
8	Interbank transfers					
9	Stop Payments					
10	Void Check					
11	Postive Pay					
12	Payee Positive Pay					
13	CD of check images (front and back)					
14	Cancelled check file (monthly)					
15	Merchant Card fees (average rate)					
16	Cashiers Check					
17	Money Order					
18	ATM placement on campus					
19	Record research (per hour rate)					
20	Currency exchange					
21	Check orders					
22	Deposit Slip orders					
23	Coin Wrappers					
24	Credit Card Machines					
25	Bank bags (locked and zippered)					
26	Stored Value (paycard) option					
27	Account closing fee					
28	Representment of returned checks by customer					
29	Investment Division services					
30	Other					
31	Other					
32	Other					
33	Other					
34	Other					
35	Other					
36	Interest rate on interest bearing accounts (revenue)					

## **PART VI – CONTRACTUAL REQUIREMENTS**

1. Contract Period:
  - a. The contract period shall be as stated on page one (1) of the Request for Proposal (RFP). Except as provided herein, the contract shall not bind, nor purport to bind, the University for any contractual commitment in excess of the stated contract period.
  - b. Lincoln University shall have the right, at its sole option, to renew the contract for four (4) additional one (1) year periods, or any portion thereof. In the event Lincoln University exercises such right, all terms, conditions, and provisions of the contract shall remain the same and apply during the renewal period.
  - c. The initial contract period will be for July 1, 2025 through June 30, 2026
2. Contract Price:
  - a. All prices and percentages quoted by the contractor shall be firm and fixed for the contract period. The University shall neither pay, nor be liable for any other additional costs. All prices for the renewal period shall be in accordance with this document.
  - b. Any letters of engagement must reference this RFP.
3. Contract Document: The contract between Lincoln University and the contractor shall consist of: (1) the Request for Proposal (RFP), including the Terms and Conditions attached hereto, and (2) any amendment to the RFP, (3) the contractor's response to the RFP, and (4) any additional terms and conditions mutually agreed upon by the parties during the negotiation process. Lincoln University reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor and such written clarification shall govern in the event of a conflict with the applicable requirement(s) stated either in the RFP or the contractor's response. In all other matters not affected by the written clarification, if any, the RFP shall govern. The contractor is cautioned that his/her response shall be subject to acceptance without further clarification.
4. The University reserves the right to clarify any contractual relationship in writing with the concurrence of the vendor and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the vendor's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern. The University cautions the vendor that their proposal shall be subject to acceptance without further clarification.
5. All reports and materials developed or acquired by the selected vendor as a direct requirement specified in the contract shall become the property of the University. No reports or material prepared, as required by the contract, shall be released to the public without the prior written consent of the University.
6. The vendor agrees to keep all information about the University and its Financial Records, Contracts and other affairs in strict confidence. The vendor shall not assign any interest in the contract and shall not transfer any interest, whatsoever, in the contract without the prior written consent of the University.
7. The vendor covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The vendor further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

8. Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this contract are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.
9. Termination of Contract:
  - a. The University shall have the right to terminate this contract at any time in the event the selected firm files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against the selected firm and not discharged within 30 days; or if the selected firm becomes insolvent or makes an assignment for the benefit of its creditor or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for the selected firm or its business. The selected firm and the University agree that each party is responsible for its own negligence.
  - b. Lincoln University reserves the right to terminate the contract at any time for the convenience of the University, without penalty or recourse by giving the vendor a written notice of such termination at least thirty (30) calendar days prior to termination. The vendor shall be entitled to receive compensation according to the terms of the contract for that work completed pursuant to the contract prior to the effective date of termination.
10. In the event that only one bid is received in response to this RFP, the University reserves the right to negotiate the terms and conditions, including price, as proposed in the sole vendor's bid. In addition, as part of such negotiations, the University reserves the right to require supporting costs, pricing and other data from the sole vendor in order to determine the reasonableness and acceptability of the bid.
11. 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 the University has reasonable cause to believe that Contractor has knowingly employed individuals who are not eligible to work in the United States, the University 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. The University may also withhold up to twenty-five percent of the total amount due to Contractor.
    - iii. Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
    - iv. Contractor shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.
  - b. Subcontractors. Pursuant to RSMo 285.530 (1) no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with RSMo 285.525 to 285.550, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates RSMo 285.530 (1), if the contract binding the contractor and subcontractor affirmatively states that
    - i. the direct subcontractor is not knowingly in violation of RSMo 285.530 (1) and



- ii. shall not henceforth be in such violation and
  - iii. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- c. Affidavit of Work Authorization and Documentation. Pursuant to 285.530 RSMo, Contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by
  - i. submitting a completed, notarized copy of ATTACHED AFFIDAVIT OF WORK AUTHORIZATION and
  - ii. providing documentation affirming Contractor's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.
- d. E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder/company name and 2) a valid copy of the signature page completed and signed by the bidder/an authorized representative of (company name), the Social Security Administration, and the Department of Homeland Security – Verification Division.

#### 12. Bid Bond:

The bidder must furnish a bid bond in the form of a certified check, cashier's check, or a bank draft made payable to Lincoln University in the amount of 10% of the annual proposed contract price. The bid bond must accompany the bid. Personal or company checks shall not be accepted. The bid bond shall remain in force until such time as the contractor submits a performance bond. Failure to submit a performance bond in the time specified or failure to accept award of the contract shall be deemed sufficient cause to forfeit the bid bond. The bid bond submitted by the unsuccessful bidders will be returned immediately upon completion of the contract with the successful bidder.

#### 13. Performance Bond:

- a. The contractor must furnish to the Lincoln University Purchasing Department within fifteen (15) days after award of the contract and prior to the performance of any services required by the contract, a performance bond in the form of (1) an original bond issued by a surety company authorized to do business in the state of Missouri, (2) a certified check, (3) a cashier's check, or (4) a bank draft. No personal or company checks shall be accepted. The performance bond must be made payable to Lincoln University in the amount of at least 50% of the annual contract price. The contract number and dates of performance must be specified in the performance bond. The contractor must maintain the validity and enforcement of the bond throughout the effective period of the contract.
- b. In the event Lincoln University exercises an option to renew the contract for an additional period, the contractor shall be required to furnish the performance bond as provided above for any extended period under said option.
- c. The bid bond submitted by the contractor shall remain in force until such time as the contractor submits the required performance bond. Failure by the contractor to submit the performance bond within the time specified or failure to accept award of the contract shall be deemed sufficient cause to forfeit the bid bond.

## Attachment A – Historical Information

Total Deposits by Account							
	General	Restricted	Student	Endowment	Endowment Title III General	Endowment Title III Monk	Debt Service
Cashier deposits	\$ 3,644,162	\$ -	\$ -	\$ -	\$ -		\$ -
ACH deposits	\$ 41,429,320	\$ 37,746,026	\$ 393,879	\$ -	\$ -		\$ -
Credit Card deposits	\$ 3,576,865	\$ -	\$ -	\$ -	\$ -		\$ -
WT deposits	\$ 53,493	\$ -	\$ 6,833	\$ -	\$ -		\$ -
Interbank transfers	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 281,097
Total	\$ 48,703,840	\$ 37,746,026	\$ 400,713	\$ -	\$ -	\$ -	\$ 281,097

Number of Deposits by Account							
	General	Restricted	Student	Endowment	Endowment Title III General	Endowment Title III Monk	Debt Service
Cashier deposits	245	-	-	-	-		-
ACH deposits	506	195	57	-	-		-
Credit Card deposits	623	-	-	-	-		-
WT deposits	19	-	5	-	-		-
Interbank transfers	-	-	-	-	-		4
Total	1,393	195	62	-	-	-	4

Debt Service Payments				
Month	Checks Written		ACH processed	
	Number	Amount	Number	Amount
January 2024	0	\$ -	-	\$ -
February 2024	0	\$ -	1	\$ 261,561.82
March 2024	0	\$ -	-	\$ -
April 2024	0	\$ -	-	\$ -
May 2024	0	\$ -	1	\$ 5,898.28
June 2024	0	\$ -	-	\$ -
July 2024	0	\$ -	-	\$ -
August 2024	0	\$ -	1	\$ 6,029.35
September 2024	0	\$ -	-	\$ -
October 2024	0	\$ -	-	\$ -
November 2024	0	\$ -	1	\$ 6,029.35
December 2024	0	\$ -	-	\$ -
Total	0	\$ -	4	\$ 279,518.80

Payroll Fund				
	Checks Written		ACH processed	
Month	Number	Amount	Number	Amount
January 2024	31	\$ 21,519.01	590	\$ 1,526,194.44
February 2024	37	\$ 33,659.68	610	\$ 1,630,419.85
March 2024	56	\$ 48,861.17	670	\$ 1,711,367.76
April 2024	48	\$ 30,468.92	683	\$ 1,680,215.95
May 2024	53	\$ 34,248.57	700	\$ 1,741,965.23
June 2024	26	\$ 19,721.93	587	\$ 1,541,471.52
July 2024	34	\$ 37,112.39	568	\$ 1,590,143.25
August 2024	23	\$ 47,902.22	601	\$ 1,762,160.83
September 2024	49	\$ 66,819.25	626	\$ 1,756,148.99
October 2024	69	\$ 50,134.95	676	\$ 1,804,269.51
November 2024	66	\$ 56,190.17	707	\$ 1,883,385.14
December 2024	52	\$ 39,102.27	714	\$ 1,875,984.60
Total	544	\$ 485,740.53	7732	\$ 20,503,727.07

General Fund								
	Checks Written		ACH processed		Wire Transfer		Direct Payment ACH processed	
Month	Number	Amount	Number	Amount	Number	Amount	Number	Amount
January 2024	157	\$ 889,003.86	302	\$ 1,106,798.77	1	\$ 4,819.98	27	\$ 965,053.48
February 2024	338	\$ 1,255,133.60	612	\$ 2,630,692.60	0	\$ -	28	\$ 1,047,227.99
March 2024	224	\$ 880,810.37	403	\$ 2,937,276.95	1	\$ 12,000.00	24	\$ 1,041,316.98
April 2024	235	\$ 1,564,310.46	454	\$ 3,577,839.68	3	\$ 5,000.00	29	\$ 1,021,302.74
May 2024	233	\$ 2,972,743.60	449	\$ 3,958,172.07	1	\$ 119,982.49	30	\$ 1,036,985.69
June 2024	194	\$ 1,396,869.92	290	\$ 1,222,160.91	0	\$ -	29	\$ 965,840.75
July 2024	227	\$ 2,911,888.54	398	\$ 3,244,134.10	1	\$ 4,190,711.00	25	\$ 1,417,095.43
August 2024	239	\$ 2,697,310.24	382	\$ 2,623,160.90	1	\$ 119,982.48	32	\$ 1,114,376.17
September 2024	327	\$ 3,384,878.60	547	\$ 2,242,167.28	1	\$ 8,000.00	22	\$ 1,152,026.09
October 2024	462	\$ 2,616,666.02	750	\$ 4,247,541.32	1	\$ 11,849.50	33	\$ 1,137,804.30
November 2024	241	\$ 2,664,356.47	392	\$ 1,662,973.19	0	\$ -	27	\$ 1,195,125.80
December 2024	180	\$ 903,339.72	344	\$ 2,462,433.97	0	\$ -	28	\$ 1,188,139.47
Total	3,057	\$ 24,137,311.40	5,323	\$ 31,915,351.74	10	\$ 4,472,345.45	334	\$ 13,282,294.89
			8,380	\$ 56,052,663.14				
Excludes large print error runs on the following dates								
1/18/2024	24	\$ 402,217.34						
2/7/2024	80	\$ 608,120.76						
4/2/2024	24	\$ 25,208.88						
7/31/2024	10	\$ 13,074.23						
10/11/2024	6	\$ 3,425.84						
11/13/2024	29	\$ 41,237.82						
12/17/2024	12	\$ 15,951.58						
	185	\$ 1,109,236.45						
			8,565	\$ 57,161,899.59	Total from original file			
			185	\$ 1,109,236.45	less print error checks as noted above			
			8,380	\$ 56,052,663.14	Total			

## Attachment B – Affidavit of Work Authorization

### AFFIDAVIT OF WORK AUTHORIZATION

Comes now \_\_\_\_\_ as \_\_\_\_\_ first being duly sworn on my oath,

(NAME)

(OFFICE HELD)

affirm \_\_\_\_\_ is enrolled and will continue to participate in a federal work

(COMPANY NAME)

authorization program in respect to employees that will work in connection with the contract services related to

\_\_\_\_\_ for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2).

(BID NUMBER)

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 \_\_\_\_\_ for the duration of

(BID NUMBER)

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

## **Attachment C – Lincoln University Investment Policy**

### **5.10.5 LU Investment Policy**

To maintain investment objectives and parameters governing the type, quality, diversification, and term of investments, Lincoln University shall use the [Missouri State Treasurer's Investment Policy](#) and the [Missouri Public Fund Investment Guide](#) (available on the Missouri State Treasurer's Web site) as a policy guide for the institutional investments. The Office of the Vice President for Administration and Finance is responsible for developing procedures to implement this policy.

## Attachment D

### 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** mean 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. **Respondent** 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 respondent as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the respondent 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 respondents 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 respondent 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 respondent 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. Chapters 8 and 34 are the primary chapters 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. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the respondent'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 respondents 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.

Every attempt shall be made to ensure that the respondent receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all respondents will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, respondents 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.

- b. Respondents 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.
- c. Lincoln University monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among respondents, price-fixing by respondents, or any other anticompetitive conduct by respondents 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.

- d. The RFP is mailed to potential respondents at the current address maintained on the vendor registration file in Lincoln University's purchasing department. If any portion of the address is incorrect, the respondent must notify the buyer in writing upon receipt of the document. Any subsequent amendment to an RFP shall be mailed to the same address as the original RFP unless otherwise notified.
- e. Lincoln University reserves the right to officially modify or cancel an RFP after issuance. Such a modification shall be identified as an amendment.

### **3. PREPARATION OF PROPOSALS**

- a. Respondents **must** examine the entire RFP carefully. Failure to do so shall be at respondent'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 respondent 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 respondent 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 written 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 respondent is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a respondent 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 respondent, if such respondent 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 respondent 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, unless otherwise specified in the RFP.
- h. Prices offered 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.

### **4. SUBMISSION OF PROPOSALS**

- a. A proposal submitted by an respondent must (1) be signed by a duly authorized representative of the respondent'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 and officially clocked in 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 respondent 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. Respondents 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 respondent of all RFP terms and conditions. Failure to do so shall result in rejection of the proposal unless the respondent's full compliance with those documents is indicated elsewhere within the respondent's response.

### **5. FACSIMILE DOCUMENTS**

All responses to RFP's and amendments to RFP's, including "no bid" responses and requests to modify a proposal, must be delivered to the purchasing department at Lincoln University in a sealed envelope or container. Submission by unsealed facsimile, telegram or telephone is not acceptable. However, sealed proposals containing faxed pages are acceptable. In addition, requests to withdraw proposals may be submitted by facsimile but must be received by Lincoln University's purchasing department prior to the official opening date and time specified.

### **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. It is the respondent's responsibility to ensure that the proposal is delivered by the official opening date and time to the purchasing department at Lincoln University.
- c. 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 or the reason related thereto, including causes beyond the control of the respondent. Late proposals shall not be opened.

## **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. 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 25-18, contractors are encouraged to comply with the principles of equal protection found in the United States and Missouri Constitutions and ensure that all rules, policies, employment practices and actions treat all persons equally

## **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 respondent 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 respondent 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. Unless otherwise stated in the RFP, cash discounts for prompt payment of invoices shall not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- d. Awards shall be made to the respondent 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 respondent, and all other evaluation criteria specified in the RFP and any subsequent negotiations.
- e. In the event all respondents fail to meet the same mandatory requirement in an RFP, Lincoln University reserves the right, at its sole discretion, to waive that requirement for all respondents 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. When evaluating a proposal, Lincoln University reserves the right to consider relevant information and fact, whether gained from a proposal, from an respondent, from respondent's references, or from any other source.
- g. Negotiations may be conducted with those respondents 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 respondents.
- h. Any award of a contract shall be made by written notification from Lincoln University to the successful respondent. 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.
- i. 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.
- j. Lincoln University reserves the right to request written clarification of any portion of the respondent's response in order to verify the intent of the respondent. The respondent 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 respondent 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 amendments thereto, (2) the respondent'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/Contract Release Order to the terms of the contract without the official encumbrance of funds.
- 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, 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 purchase order change order prior to the effective date of such modification. The respondent 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 respondent shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of Lincoln University.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears. Lincoln University shall not make any advance deposits.
- 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 respondent'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.

#### **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 respondent 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 respondent'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 respondent 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. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri. The respondent 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 respondent and Lincoln University.
- c. The respondent 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 respondent 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.

#### **15. 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 respondent hereby covenants that at the time of the submission of the proposal the respondent has no other contractual relationships which would create any actual or perceived conflict of interest. The respondent further agrees that during the term of the contract neither the respondent nor any of its employees shall acquire any other contractual relationships which create such a conflict.

#### **16. 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 respondent agrees and understands that the contract shall constitute an assignment by the respondent 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 respondent in the fulfillment of the contract with Lincoln University.

#### **17. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the respondent, Lincoln University may cancel the contract. At its sole discretion, Lincoln University may give the respondent 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 respondent must provide Lincoln University within 10 working days from notification a written plan detailing how the respondent intends to cure the breach.
- b. If the respondent 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 respondent for any additional costs incurred thereby.
- d. The respondent 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.

#### **18. COMMUNICATIONS AND NOTICES**

Any written notice to the respondent shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, or hand-carried and presented to an authorized employee of the respondent at the respondent's address as listed in the contract.

#### **19. BANKRUPTCY OR INSOLVENCY**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the respondent, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the respondent 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 respondent responsible for damages.

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

The respondent 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.

#### **21. NON-DISCRIMINATION**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the respondent 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 discrimination by a respondent 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 respondent'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.

#### **22. AMERICANS WITH DISABILITIES ACT**

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

#### **23. 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.

**TERMS.RFP (Revised 3/25)**