



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

RFP NO.: B25-1246

TITLE: COMMERCIAL CARD SERVICES

ISSUE DATE: JANUARY 8, 2026

BUYER: DAMON C. NUNN

PHONE NO.: (573) 681-5415

E-MAIL: nunnd@lincolnu.edu

RETURN PROPOSAL NO LATER THAN: FEBRUARY 12, 2026 AT 2 P.M. CST

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: **FEBRUARY 27, 2026 THROUGH FEBRUARY 26, 2027 WITH THE OPTION FOR LINCOLN UNIVERSITY 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 attached hereto (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 NUMBER		FAX NUMBER	

NOTICE OF AWARD (LINCOLN UNIVERSITY ONLY)

ACCEPTED BY LINCOLN UNIVERSITY AS FOLLOWS:		
CONTRACT NO.		CONTRACT PERIOD
BUYER	DATE	PURCHASING DIRECTOR

This document, referred to as a Request for Proposal (RFP), is divided into the following parts for the convenience of the proposer:

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Attachment# B: Anti-Discrimination Against Israel Certification

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PART ONE: INTRODUCTION AND GENERAL INFORMATION

1. **Introduction:** This document constitutes a request for competitive sealed proposals from qualified individuals and organizations to provide Commercial Card Services for Lincoln University (herein referred to as "Lincoln University") in accordance with the requirements, terms and conditions of this Request for Proposal (RFP).
2. **Purpose/Objective:** The purpose of this RFP is to establish a contract with qualified individual(s) or firms to provide Commercial Card Services to support Lincoln University travel and procurement purchases that require credit card as a means of payment.
3. **Background:** Lincoln University currently utilizes UMB bank as its current Commercial Card services provider. The Lincoln University's purchasing card program currently supports travel and small dollar supply purchases for main campus operations, Cooperative Extension/Research locations (Kansas City, Missouri office; St. Louis, Missouri office; Charleston, Sikeston and Caruthersville), and Farm locations (Carver farm and Busby farm).
4. **About Lincoln**
 - a. Lincoln University (www.lincolnu.edu) is a state and federally funded higher education institution with over 2,000 students and over 400 employees. Students include international students from over 34 different countries.
 - b. Lincoln University was founded in 1866 by men of the 62nd and 65th United States Colored Infantries and their white officers, for the special benefit of freed African Americans. Today, Lincoln University's role in the education of Missourians and others and its service to stakeholders throughout the state, the nation, and across the globe is well recognized. Lincoln University continues to serve the needs of its diverse student body through a tradition of offering innovative programs that makes the college experience special.
 - c. Mission Statement: Lincoln University of Missouri, a historically black, 1890 land-grant, public, comprehensive institution, provides a diverse population access to educational opportunities through teaching, research, and extension services within a nurturing, student-centered environment.
5. **Lincoln University's Office of Administration and Finance:**

The Lincoln University Office of Administration and Finance is responsible for overseeing the university's financial and administrative operations. This office provides strategic direction and management in areas such as financial planning and analysis, budgeting, accounting, business operations, compliance and reporting, sponsored programs, risk management, insurance, procurement and contracts.

PART TWO: SCOPE OF WORK

1. **Goals:** The proposer(s) submitting a proposal to provide Commercial Card Services shall perform all duties and responsibilities necessary to provide Lincoln University with a high level of quality of services under the requirements of this RFP.
2. **Deliverables**
 - a. Proposer(s) will make available the types of controls and features for Lincoln University's Commercial Card Program which are generally accepted as the banking "industry standard" for Commercial and Corporate Cards. Such controls and features may include, but are not limited to, the following:
 - i) Single dollar transaction limitations for each card
 - ii) Transaction authorizations per transaction limit for each card
 - iii) Transaction authorizations per cycle limit for each card
 - iv) Total transaction dollars per cycle limit for each card
 - v) Vendor category (SIC/MCC) blocking/de-blocking for each card
 - vi) Ability to support both purchasing and travel card options in a one card and separate card options
 - vii) No issuance of any card without the approval of Lincoln University card management team, with exceptions made for replacement cards associated with expiration, fraud, or lost/stolen activity.
 - viii) Cash advance prohibition
 - ix) Individual and Consolidated Billing Statements
 - x) Optional personal computer-based management reporting
 - xi) Administrator portal management of individual cardholder accounts
 - xii) Training documents and online training options for cardholders and administrators
 - xiii) Provide a competitive rebate on the pricing page based on a percentage of expenditures
 - xiv) Online allocation of individual cardholder expenditures, with the ability to assign each cardholder with unique Lincoln University assigned expense codes
 - xv) Online system capable of providing cardholders the ability to upload receipts or documents referencing expenditures (*these documents should be visible to individually assigned cardholder approvers, and Lincoln University accounting team members supporting the reconciliation process*)
 - xvi) An acceptable and agreed upon monthly credit limit that will support the proposed program
 - b. Proposer will provide and adhere to a proposed timeline for full implementation of new card program, no greater than 90 days after the date of award of contract. Implementation shall include, but not limited to the following elements:
 - i) Training provided to Lincoln University implementation team, administrators and accounting team on usage of portal and/or proposed online system
 - ii) Training shall be available online as well as provided in proposer(s) branded documents for reference Lincoln University's administration and card team
 - iii) Assurance of and adherence to prioritization of implementation process for the benefit of Lincoln University team (for example, do not send documents in lieu of training)
 - iv) Provide Card administration team with a process for receiving newly issued cards for card holders
 - v) Create a template sample for implementation team review with Lincoln University branded logos or images (branding must be reviewed and approved by Lincoln University's Marketing team)

c. Proposer will provide Lincoln University cardholders, administrators and accounting team members with 24 hours a day, 7-days a week customer service support in cases of:

- i) lost or stolen cards
- ii) fraudulent activity and fraud support
- iii) card declines in reference to travel and/or emergency purchases

PART THREE: GENERAL PROPOSAL REQUIREMENTS

1. **Proposer's Contacts:** All questions regarding technical specifications, bid process, etc., must be directed to the Director of Purchasing, Damon C. Nunn by email to nunnd@lincolnu.edu.
2. **Clarification of Requirements:** It is the intent and purpose of Lincoln University that this request permits a competitive process. It shall be the proposer's responsibility to advise Lincoln University, at the address noted on page one of the RFP, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification shall be submitted in writing and received by Lincoln University's Purchasing Department and Buyer of record, Damon C. Nunn at nunnd@lincolnu.edu no later than ten (10) days prior to the closing date. A review of such notifications will be made.
3. **Submission of Proposals:**
 - a. Proposals are to be priced, signed, sealed and returned (with all necessary attachments) to **Lincoln University's Purchasing department located at the Shipping and Receiving Building, 1002 Chestnut Street, Jefferson City, MO 65101** by the closing date and time as stated on page one. Any form containing a signature line must be manually signed and returned as part of the proposal. Any proposal received by the Purchasing Department after the exact closing date and time specified shall not be opened and shall not be evaluated regardless of the reason and mitigating circumstances related to its lateness or degree of lateness. A facsimile transmission or electronic transmission is not an acceptable response to this RFP and shall not be accepted. **Proposers shall submit five (5) total proposals to include one (1) original and four (4) copies, along with one (1) USB storage device with an electronic copy of the proposal stored on the device.**
 - b. Lincoln University does not plan to have a pre-submission conference; however, for questions and/or clarifications, submit requests to nunnd@lincolnu.edu. **All inquiries must reach Lincoln University's purchasing department and Buyer of record, Damon C. Nunn at nunnd@lincolnu.edu no later than January 16, 2026 by close of business at 5 p.m.**
 - c. The proposer 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 proposer is cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories and that Lincoln University is under no obligation to solicit such information if it is not included with the submission. The proposer's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
 - d. Any apparent clerical error may be corrected by the proposer before the contract award. Upon discovering an apparent clerical error, Lincoln University shall contact the proposer 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.
 - e. Any pricing information submitted by a proposer must be disclosed on the pricing page(s) as designated in this RFP. Any pricing information which appears elsewhere in the submitted proposal shall not be considered by Lincoln University.
4. **Evaluation Process:**
 - a. Awards shall only be made to the proposer(s) whose proposal(s) complies with all mandatory specifications and requirements of the RFP. Lincoln University reserves

the right to evaluate all proposals and based upon that evaluation to limit the number of contract awards or reject all proposals.

- b. 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 the published evaluation criteria shall be made. Lincoln University reserves the right to consider historical information and fact, whether gained from the received proposal, question and answer conference, references, site visits, prior experience with the proposer, 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:

Cost: 30 points

Proposed Method of Performance: 25 points

- Evidence of a concrete plan of action presented in the submission that describes a logical, timely, and technically sound method for performing the work as specified in the RFP.
- Documentation of a proposed implementation process that describes a logical, timely and effective method of implementation
- Evidence that the proposed tasks and sub-tasks of the performance methodology are sound, feasible, and necessary.
- Determining what the contractor plans can actually be accomplished.
- Identification of how and by what method the contractor plans to coordinate the performance of tasks for a successful outcome.
- Evidence that ample and reasonable manpower and time is included for any and all required tasks.
- Ascertaining by whom, when, where, why, how, and to what extent the tasks will be performed.
- Identification of organizational charts, staffing patterns, lines of authority, etc., depicting managerial control, quality assurance, timely work completion, etc.

Experience and Reliability: 25 points

- Length of time the contractor has been in operation and performing services for private industry and/or government customers.
- The type, number, and duration of current and previous contracts.
- The type and kind of environment in which the experience occurred, including the complexity of the activities or services involved, etc.
- The outcomes of contractual activities previously performed.
- Other historical information related to past performance.

Expertise of Personnel: 20 points

- Educational levels of proposed staff.
- Experience of proposed staff.
- Overall qualifications of the proposed staff.
- Job descriptions and qualifications that may be required for any proposed and unidentified staff.
- Evidence of individual staff members' technical expertise in relationship to proposed work assignment.

5. Contract Award:

- a. Any award resulting from this request shall be awarded to the responsive and responsible proposer whose proposal is determined to be most advantageous to Lincoln University, based upon costs and evaluation criteria set forth herein. However, Lincoln University reserves the right to reject any and all proposals received, and, in all cases, Lincoln University will be the sole judge as to whether a proposal received has or has not satisfactorily met the requirements in this RFP.
- b. **BEST AND FINAL OFFER (BAFO):** Lincoln University has the option to determine if a BAFO is necessary. If Lincoln University determines a BAFO is necessary, it shall request one from the Offeror(s) and provide a deadline for submission of the BAFO. The Offeror shall submit its BAFO in accordance with instructions, and any BAFO received after the deadline or not received shall not be considered.
 - i. **Proposals may be accepted on evaluation without discussion.** However, if deemed necessary by Lincoln University, prior to entering discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated by Lincoln University. The priority list may be limited to a minimum of three responsible Offerors who submitted the highest-ranked proposals. If applicable, Lincoln University may conduct discussions with the Offeror(s) on such list prior to the submission deadline of the BAFO. The objective of these discussions is to clarify issues regarding the Offeror(s) proposal(s) before the BAFO is tendered.
 - ii. If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to the priority listed Offerors who submit acceptable or potentially acceptable proposals
 - iii. Following any discussions, priority listed Offerors will be invited to submit their BAFO, if required. The Procurement Officer or an evaluation committee reserves the right to have additional rounds of discussions with the top priority listed Offerors prior to the submission of the BAFO.
 - iv. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer shall be construed as its BAFO.
 - v. After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in this RFP, the Procurement Officer or an evaluation committee will make its recommendation. The Procurement Officer will award the contract to the Offeror whose proposal is determined to be the most advantageous to Lincoln University, taking into consideration price and evaluation factors, as set forth in this RFP.

6. Proposal Inquiry: Proposers are requested to submit questions or clarifications on the attached Proposal Inquiry Form no later than **January 16, 2025 by 5:00 p.m.** All questions and inquiries in reference to this RFP are to be directed to the Buyer of record, **Damon C. Nunn** at nunnd@lincolnu.edu.**7. Proposed Timeline:**

RFP Issued:	Jan. 8, 2026
Proposals Received:	Feb. 12, 2026 by 2p.m. CST
Proposal Evaluation:	Feb. 20, 2026 - TBD
Potential Award date:	Feb. 27, 2026

PART FOUR: GENERAL CONTRACTUAL LANGUAGE

- 1. Contract Period:** The original contract period shall be as stated on the first page of this document. Except as provided herein, the contract shall not bind, nor purport to bind, Lincoln University for any contractual commitment in excess of the original contract period. Lincoln University shall have the right, at its sole option, to renew the contract for four additional one-year periods, or any portion thereof. In the event Lincoln University exercises such right, all terms, conditions, provisions of the contract, shall remain the same and apply during the renewal period.
- 2. Contract Price:** All prices shall be as stated in the contract. Lincoln University shall neither pay nor be liable for costs not specifically identified in the contract. Increases in contract prices for any subsequent period during which the contract is effective shall be limited to the maximum percentage of increase stated in the contract for that period.
- 3. Contract Documents:**
 - a. The contract between Lincoln University and the contractor shall consist of: (1) the Request for Proposal (RFP), including the Terms and Conditions attached hereto, (2) any amendments to the RFP, (3) the contractor's response to the RFP, and (4) any additional terms and conditions mutually agreed upon by the parties during the negotiation process. Lincoln University reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarifications shall govern in case of a conflict with the applicable requirement(s) stated in either the RFP or the contractor's response. In all other matters not affected by the written clarification, if any, the RFP shall govern. The contractor is cautioned that his/her response shall be subject to acceptance without further clarification.
 - b. To the extent that a provision of the contract is contrary to the Constitution or laws of this state or of the United States, the provision shall be void and unenforceable. However, the remainder of the contract shall remain in full force and effect.
 - c. The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive an official letter or official authorized purchase order from the Director of Purchasing.
 - d. The contract expresses the complete agreement of the parties and performances shall be governed solely by the specifications and requirements contained therein.
- 4. Amendment to Contract:** No modification of any provision in the contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the proposer and Lincoln University and incorporated in a written amendment to the contract approved by Lincoln University.
- 5. Proposer Liabilities; Sovereign Immunity:**
 - a. The proposer agrees that Lincoln University shall not be liable for any damages or costs, or injury incurred by the proposer or their employees arising of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the proposer

- b. The proposer shall be responsible for any and all injury or damage as a result of the proposer's negligence involving any equipment or service provided under the terms and conditions of the contract. In addition to the liability requirements, on account of personal injury (including death), or property damage suffered as a result of the proposer's negligence, the proposer 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 proposer 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 proposer under the terms of the contract and indemnifies Lincoln University for all costs, expenses (including attorney fees), damages and payment.
- c. Lincoln University, due to its status as a state entity and entitlement to sovereign immunity, is unable to accept contract provisions which require it to indemnify another party.

6. Assignments:

- a. The proposer shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of Lincoln University.
- b. The proposer shall agree and understand that, in the event Lincoln University consents to a financial assignment of the contract in whole or in part to a third party, any payments made by Lincoln University pursuant to the contract, including all of those payments assigned to the third party, shall be contingent upon the performance of the prime proposer in accordance with all terms, conditions, and provisions of the contract.

7. Certification: Proposers must certify in writing, per State of Missouri Chapter 34, Citation of Law, 34.600 under the "Anti-Discrimination Against Israel Act", that proposer "is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel." (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) See Attachment #B.**8. Right to Terminate Contract:** Lincoln University reserves the right to terminate the contract at any time for the convenience of Lincoln University, without penalty or recourse by giving the proposer a written notice of such termination at least thirty (30) calendar days prior to termination. The proposer shall be entitled to receive compensation according to the terms of the contract for that work completed pursuant to the contract prior to the effective date of termination.

- a. Lincoln University reserves the right to officially modify or cancel an RFP after issuance. Such a modification shall be identified as an amendment.
- b. In the event that only one proposal is received in response to this RFP, Lincoln University reserves the right to negotiate the terms and conditions, including the price, as proposed in the proposer's proposal. In addition, as part of such negotiations, Lincoln University reserves the right to require supporting cost, pricing and other data from the sole proposer in order to determine the reasonableness and acceptability of the proposal.
- c. Lincoln University reserves the right to accept or reject any and all proposals without any statement or reason thereof. Final acceptance shall be subject to the parties entering into a written agreement including the terms thereof.

9. **Independent Contractor:** The proposer represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of Lincoln University, therefore, the proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee health insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold Lincoln University, its officers, agents, employees, and assigns, harmless from and against any and all loss; cost; (including attorney fees); and damage related to such matters.
10. **Substitution of Personnel:** The proposer agrees and understands that Lincoln University's decision to enter into the contract is predicated in part on the utilization of the specific individual(s) identified in the proposal. **Therefore, the proposer agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written consent of Lincoln University.** The proposer further agrees that any substitution made pursuant to this paragraph shall be by personnel of equal or better qualifications than originally proposed and that Lincoln University's approval of a substitute shall not be construed as an acceptance of the substitute's performance potential.
11. **Insurance:** The proposer shall understand and agree that Lincoln University cannot save and hold harmless and/or indemnify the proposer or its employees against any liability incurred or arising as a result of any activity set out in the contract or any activity of the proposer's employees related to the proposer's performance under the contract. Lincoln University does not purchase liability insurance and it is not self-insured, but is instead covered by the State Legal Expense Fund, RSMo. 105.711. The proposer shall acquire and maintain adequate insurance in the form(s) and amount(s) sufficient to protect Lincoln University, its employees, and the general public against any such loss, injury, damage, and/or expense. Minimum required coverage levels are below:

Commercial General Liability Coverage Comparable to Comprehensive General Liability coverage to defend Lincoln University, and any parties performing work covered by this RFP and contract from claims of damages for personal injury, bodily injury (including wrongful death), and from claims for property damage which may arise from the operation under the agreement. The coverage will provide protection for all operations by the proposer or by anyone directly or indirectly employed by the proposer. The amount of the insurance shall not be less than a minimum of \$1,000,000 combined single limit per occurrence, and \$3,000,000 aggregate, for both bodily injury and property damage combined.

Worker's Compensation and Employer's Liability Coverage Worker's compensation coverage in accordance with Missouri Law and employers liability coverage with the following limits: \$500,000 each accident, disease each employee and disease policy limit

Data Breach If capturing, transmitting or accessing to Personally Identifiable Information, Protected Health Information, or Payment Card Information, Data Breach coverage of \$3,000,000 per occurrence.

Performance Bond If required by Lincoln University in the contract, 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 no less than 10% of the total annual contract price of the submitted bid from proposer. 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.

- a. In the event Lincoln University exercises an option to renew the contract for an additional period, at the option of Lincoln University, the contractor shall be required to furnish the performance bond as provided above for any extended period under said option.

12. Additional Liability:

Lincoln University shall not accept liability for account numbers which are fraudulently used and cards which are lost or stolen beyond a maximum limit of fifty dollars (\$50). Lincoln University shall not accept liability beyond a maximum time period of 24 hours after the Contractor is notified of a lost or stolen card that an unauthorized person has used a card.

13. Information Technology Security Controls:

The contractor shall: (a) ensure network security by implementing firewalls, IDS/IPS and secure configurations; (b) manage access through role based access control and multi-factor authentication for administrative accounts; (c) ensure end to end encryption for sensitive data in transit and at rest; and (d) maintain patching schedules and anti-malware protections. The contractor shall continuously monitor for unauthorized access and provide regular reports of same, have a documented incident response plan and disaster recovery and business continuity plans tested annually.

The contractor shall comply with digital accessibility requirements, including Section 508 standards, and provide accessibility conformance reports (VPAT or equivalent) and ongoing accessibility. All of contractor's web-based components (websites, portals, PDFs and multimedia content) must comply with WCAG 2.1 Level AA (preferably WCAG 2.2 AA). Contractor shall confirm compliance with WCAG 2.1 Level AA and provide VPAT documentation and also shall describe compatibility with assistive technologies and the process used to verify compliance. Contractor must include the following in its proposal: PCI DSS attestation of compliance, incident response and business continuity plan, VPAT or Accessibility Conformance Report, Accessibility testing methodology and results, timeline for deployment and ongoing compliance monitoring approach.

14. Terms and Conditions; Attachments: The contractor agrees to the attached Lincoln University Terms and Conditions, which, by this reference, are incorporated herein. The contractor shall execute and deliver Attachments B and C to Lincoln University.

PRICING PAGE

Proposer(s) should submit all pricing information in accordance with the specifications, and scope provided in this RFP. Proposer(s) may submit any and all pricing structured to support the proposed Commercial Card Program.

PRICING PAGE CONT.

Alternative Cost: Proposer may provide alternative costs on its pricing page, based on average usage of credit, if applicable.

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Attachment# A

PROPOSAL INQUIRY FORM

B25-1246 COMMERCIAL CARD SERVICES RFP Proposers Questions Company

Business Name:

Representative Name:

Questions:

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

Exceptions: The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Company - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Boycott Israel and Boycott of the State of Israel - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Certification: The Contractor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

BOX A:	To be completed by a Contractor that <u>does not meet the definition of “company”</u> above, hereinafter referred to as “Non-Company.”
BOX B:	To be completed by a Contractor that meets the definition of “Company” but has <u>less than ten employees</u> .
BOX C:	To be completed by a Contractor that <u>meets the definition of “Company”</u> and <u>has ten or more employees</u> .

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Client at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Client at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION: The contractor must certify their current business status by completing either Box A or Box B on this Exhibit.

BOX A: To be completed by a non-business entity as defined below.

BOX B: To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <http://www.dhs.gov/how-do-i/verify-employment-eligibility-e-verify>

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business includes Missouri schools, Missouri universities, out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT** **CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

I am a self-employed individual with no employees: **OR**

The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (Bid/Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide Lincoln University with all documentation required in Box B of this exhibit.

Authorized Representative's Name

Authorized Representative's Signature

Company Name (if applicable)

Date

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that. _____
(Business Entity Name)

MEETS the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Authorized Representative's Name _____

Authorized Representative's Signature _____

Business Entity Name _____

Date _____

E-Mail Address _____

As a business entity, the bidder/contractor must perform/provide the following. The bidder/contractor should check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.dhs.gov/how-do-i/verify-employment-eligibility-e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed, at minimum, by the bidder/contractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the bidder's/contractor's name, then no additional pages of the MOU must be submitted); AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

AFFIDAVIT OF WORK AUTHORIZATION

The contractor who meets section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now, _____
(Name of Business Entity Authorized Representative)

as _____
(Position/Title)

first being duly sworn on my oath, affirm _____
(Business Entity Name)

is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that. _____
(Business Entity Name)

does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), 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.)

Authorized Representative's Signature

Print Name

Title

Date

E-Mail Address

E-Verify Company ID Number

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

(NAME OF STATE) and my commission expires on _____.
(DATE)

Signature of Notary

Date

**LINCOLN UNIVERSITY
PURCHASING DEPARTMENT**

TERMS AND CONDITIONS

REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

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

- a. **Agency and/or State Agency** 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 a 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.