LINCOLN UNIVERSITY
PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL (RFP)

RFP NO.: B13-0896
TITLE: PERIODICAL SUBSCRIPTION SERVICES AND DISCOVERY TOOL SERVICES
ISSUE DATE: August 9th, 2012

REQ NO.:
BUYER: Debra Kidwell
PHONE NO.: (573) 681-5415
E-MAIL: kidwelld@lincolnu.edu

RETURN PROPOSAL NO LATER THAN: AUGUST 30, 2012 AT 2 P.M. CENTRAL TIME

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

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

CONTRACT PERIOD: SEPTEMBER 1, 2012 OR DATE OF AWARD THROUGH JULY 31, 2013, WITH THE OPTION TO RENEW THE CONTRACT FOR FOUR (4) ADDITIONAL ONE -YEAR PERIODS OR ANY PORTION THEREOF.

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 04/23/2010). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from Lincoln University or when this RFP is countersigned by an authorized official of Lincoln University, a binding contract shall exist between the offeror and Lincoln University.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE	DATE	
PRINTED NAME	TITLE	
DOING BUSINESS AS (DBA) NAME	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID #	
MAILING ADDRESS	IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE	
VENDOR NO. (IF KNOWN)	TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ☐ FEIN or ☐ SSN
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ☐ Corporation ☐ Individual ☐ State/Local Government ☐ Partnership ☐ Sole Proprietor ☐ 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

1) INTRODUCTION 3
2) PERIODICAL SUBSCRIPTION SERVICES 3
3) DISCOVERY TOOL SERVICES 5
4) GENERAL CONTRACTUAL LANGUAGE 5
5) SPECIAL INSTRUCTIONS TO OFFERORS 6
6) EVALUATION AND AWARD OF CONTRACT 7
PRICING PAGE 8

1) INTRODUCTION

Lincoln University is requesting proposals for PERIODICAL SUBSCRIPTION SERVICES AND DISCOVERY TOOL SERVICES. These services must be priced as separate items. Proposers may offer an optional package covering both services, to be awarded at the University's sole discretion.

For both services, respondents should include a description of their proposed service, a description of training recommendations and offerings for that service, and any other information that might assist University staff in the evaluation of the proposal. This information can be in narrative, outline, and/or graph form.

2) PERIODICAL SUBSCRIPTION SERVICES

a) This document constitutes a request for sealed bids for the provision of Subscription Services for periodicals (magazines, newspapers and journals) for Lincoln University's Page Library.
b) The contractor shall provide an automated subscription service for periodicals on an as needed, if needed basis for Lincoln University's Page Library in accordance with the provisions and requirements stated herein.
c) The contractor should provide as part of their response an implementation plan and timeline.
d) The contractor should provide a large, varied electronic products line.
e) The contractor must be able to provide 95% of all subscriptions listed in the formats identified. A final list will be reviewed and approved prior to implementation.
f) Page Library's preference is that subscriptions be in an electronic format, except when (a) an electronic format is either not available or (b) an electronic format is not suitable, such as with many artistic subjects.
g) The contractor must provide uninterrupted services with the exception of publication delays.
h) Automated Services:
    i) The contractor must provide automated online order subscription service at no additional cost to Lincoln University.
    ii) The contractor must supply missing copies through the online service at no additional cost to Lincoln University. If missing copies are not replaced during the fiscal year, contractor agrees to provide full credit for missing issues.
    iii) All software necessary for the provision of this service shall be provided and maintained by the contractor.
i) The contractor must make training available to library staff. At least one on-site training session should be provided, and access should be available to online support throughout the life of the contract. Any costs for these services should be identified as part of the proposal response.
j) Refunds in the form of a credit must be given in the event a subscription is not received.
k) All materials shall be delivered directly to:
    i) Lincoln University, Inman E. Page Library, 712 Lee Drive, Jefferson City, MO 65101
l) The contractor shall submit itemized invoices to both:
    i) Lincoln University, Accounts Payable, PO Box 29, Jefferson City, MO 65101 ap@lincolnu.edu - REQUIRED
    ii) Inman E. Page Library, Lincoln University, 712 Lee Drive, Jefferson City, MO 65101 or electronically to offordj@lincolnu.edu – COURTESY COPY
m) The contractor should submit itemized holdings list to:
    i) Inman E. Page Library, Lincoln University, 712 Lee Drive, Jefferson City, MO 65101

n) SUBSCRIPTION LIST July 18, 2012 (p=print, e=electronic)

- Africa Today (p/e)
- African Affairs (p)
- Agribusiness (p/e)
- Agronomy Journal (p/e)
- American Association for State and Local History (p/e)
- American Biology Teacher (p/e)
- American Psychologist (p)
- Annals of the American Academy of Political & Social Science
- Atlanta Daily World (p)
- Black Enterprise (p)
- Black Issues in Higher Education
- Black Scholar (p/e)
- Bulletin of the Center for Children's Books (p/e)
- Callaloo (p/e)
- Careers & the Disabled (p)
- Challenge/Journal of Research on African American Men (p)
- Columbia Tribune (p)
- Consumer Reports
- CQ Researcher (p)
- Crisis (p)
- Detroit Free Press (p/e)
- Educational Administration Quarterly (p/e)
- ELH (p/e)
- Ebony
- Essence (p)
- Gateway Heritage (p)
- GRIOT
- Harvard Business Review (p)
- Howard Law Journal (p)
- JAMA: Journal of the American Medical Association (p/e)
- Jefferson City Post-Tribune (p/e)
- Jeune Afrique (p)
- Journal of African History for US Canada & Mexico (p/e)
- Journal of Animal Science (p)
- Journal of Black Psychology (p/e)
- Journal of Black Studies (p/e)
- Journal of Modern African Studies (p/e)
- Journal of Politics (p/e)
- Library Hi Tech News (p/e)
- Library Journal (p)
- Library Trends
- Midwest Quarterly (p)
- Missouri Historical Review
- Missouri Law Review
- Music Library Association Membership
- Musical Quarterly (p/e)
- NAFEO Inroads
- N ASP A Journal National Assn of Student Personnel
- National Business Education Association Membership (p)
- National Geographic (p)
- New England Journal of Medicine- US Ed (p/e)
- New Journal & Guide (p)
- New Pittsburgh Courier (p)
- New York Amsterdam News (p)
- Newsletter on Intellectual Freedom (p/e)
- Newsweek (p)
- Nurse Educator
- Nursing
- OECD In Figures (p)
- OECD Observer (p/e)
- Parents (p)
- Park Science (p)
- PLMA / Publications of the Modem Language Association of America (p/e)
- Race & Class (p)
- Research & Teaching in Developmental Education (p)
- Review of Black Political Economy (p/e)
- St. Louis Journalism Review
- Saint Louis Post Dispatch (p)
- School & Community (p/e)
- School Counselor
- State Historical Society of Missouri Membership (p)
- Time (p)
- Track & *Field* News (p)
- USA Today (p/e)
- Value Line Investment (p)
- Vital Issues (p)
- Wall Street Journal (p/e)
- Washington Afro American (p)
- The Washington Tribune (p)
- Western Humanities Review (p)
- Western Journal of Black Studies (p)

3) DISCOVERY TOOL SERVICES

a) This document constitutes a request for sealed bids for the provision of a discovery tool for Lincoln University's Inman E. Page Library.
b) The contractor shall provide a tool that will allow patrons to perform a single federated search that will draw information from all electronic resources held by or subscribed to by the library.
c) The Contractor must provide uninterrupted services.
d) The contractor shall provide a link resolver.
e) The discovery tool must provide access to and integrate with:
   i) Content from publishers.
   ii) Collections from providers such as EBSCO, H.W. Wilson, Gale, etc.
   iii) Records available in WorldCat.
   iv) eBook aggregators such as Overdrive, Springer, and Amazon.
   v) Large digital collections.
f) The discovery tool must integrate with Innovative Interfaces, specifically Millennium ILS and Sierra in 2013 and beyond.
g) All materials shall be delivered directly to:
   i) Lincoln University, Inman E. Page Library, 712 Lee Drive, Jefferson City, MO 65101
h) The contractor shall submit itemized invoices to both:
   i) Lincoln University, Accounts Payable, PO Box 29, Jefferson City, MO 65101 ap@lincolnu.edu - REQUIRED
   ii) Inman E. Page Library, Lincoln University, 712 Lee Drive, Jefferson City, MO 65101 or electronically to offordj@lincolnu.edu – COURTESY COPY

4) GENERAL CONTRACTUAL LANGUAGE

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 period. Lincoln University shall have the right, at its sole option, to renew the contract for FOUR (4) additional one-year periods, or any portion thereof. In the event Lincoln University exercises such rights, all terms, conditions, and provisions of the contract shall remain the same and apply during the renewal period.

Contract Price: All prices shall be as indicated on the pricing page. Lincoln University shall not pay nor be liable for any other additional costs including, but not limited to taxes, shipping charges, insurance, penalties, termination payments, attorney fees, and liquidated damages.

Contract Document: The contract between Lincoln University and the contractor shall consist of: (1) the Request for Proposal (RFP), and any amendments thereto, and (2) the contractor's response to the RFP. Lincoln University reserves the right to clarify any contract term in writing with the concurrence of the contractor prior to the award of contract, such written clarification shall govern in case of conflict with the applicable requirements stated 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.

To the extent that a provision of the contract is contrary to the Constitution of laws of the state of Missouri or the United States, the provision shall be void and unenforceable. However, the remainder of the contractor shall remain in full force and effect.

Amendments 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 contractor and Lincoln University and incorporated in a written amendment to the contract approved by Lincoln University.

Assignments: The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of Lincoln University.

The contractor 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 other contract, including all of those payment assigned to the third party, shall be contingent upon the performance of the prime contractor in accordance with all terms, conditions, and provisions of the contract.

Terms and Conditions: The contractor agrees to the attached Lincoln University Terms and Conditions, which, by reference, are incorporated herein.

5) SPECIAL INSTRUCTIONS TO OFFERORS

Contacts: All questions regarding technical specifications, RFP process, etc., must be directed to the Director of Purchasing, (573) 681-5415. Vendors may not be in contact with employees of Lincoln University concerning this procurement while the RFP and evaluation are in process.

Clarification of Requirements: It is the intent and purpose of Lincoln University that this request permits competitive bidding. It shall be the vendor'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 should be submitted in writing and received by Lincoln University not later than ten (10) days prior to the proposal closing date. A review of such notifications will be made.

Submission of Proposals:
Proposals must be priced, signed, sealed, and received (with all necessary attachments) in the University's Purchasing Office by the closing date and time specified. Any form containing a signature line must be manually signed and returned as part of the proposal. Any proposals received by the Purchasing Office after the exact closing date and time specified *shall not be opened and shall not be evaluated.* A facsimile or electronic mail (e-mail) transmission is ***NOT*** an acceptable response to this RFP and shall not be accepted.

The offeror must respond to this RFP by submitting all data required herein in order for his/her proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration for award of contract.

Copies of Proposals: The offeror is requested to submit an original signature proposal and one (1) copy of the original signature proposal, for a total of two (2) complete proposals. An additional electronic copy of the proposal on a CD or USB capable device would be appreciated but is not

required.

Official Position: The offeror is advised that the official position of the University is that position which is stated in writing and issued by the Purchasing Office as a Request for Proposal and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

6) EVALUATION AND AWARD OF CONTRACT

The contract shall be awarded to the "lowest and best" offer received in accordance with the evaluation criteria stated below. A contract award resulting from this request shall be made following the evaluation of all proposals which are responsive to the terms, conditions, and specifications of the RFP. After determining that the proposal satisfies the mandatory requirements stated in the RFP, the comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria shall be made by using subjective judgment. However, cost and rebate shall be evaluated objectively. Lincoln University reserves the right to evaluate other cost factors as deemed necessary.

Periodical Subscription Services Evaluation Criteria:

a. Cost, including rebates/commissions: 75%
b. Proposed Method of Performance: 25%

Discovery Tool Services Evaluation Criteria:

a. Cost, including rebates/commissions: 80%
b. Integration with electronic resources 20%

Lincoln University reserves the right to consider historic information and fact, whether gained from the offeror's proposal, question and answer conference, references, and any other source, in the evaluation process.

The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the University is under no obligation to solicit such information if it is not included with the offeror's proposal. Failure of the offeror to submit such information may cause an adverse impact on the evaluation of the offeror's proposal.

PRICING PAGE

Periodical Subscription Services: **$_____/year**

- Please indicate how pricing will be calculated for years 2-5:
  _____
  _____
  _____

- Implementation Plan and Timeline included? (y/n) _____

- Proposed Subscription List included? (y/n) _____

- Description of Training included? (y/n) _____
  Please note that if there are additional costs, those are to be provided on this page in the space following. If no costs are shown, training will be assumed to be available at no additional charge.
  _____
  _____
  _____

Discovery Tool Services: **$_____/year**

- Please indicate how pricing will be calculated for years 2-5:
  _____
  _____
  _____

- Description of Proposed solution included? (y/n) _____

- Description of initial training requirements included? (y/n) _____
  Please note that if there are additional costs, those are to be provided on this page in the space following. If no costs are shown, training will be assumed to be available at no additional charge.
  _____
  _____
  _____

OPTION: Periodical Subscription Services and Discovery Tool Services Package: **$_____/year**

- **Please indicate how pricing will be calculated for years 2-5:**
  _____
  _____
  _____

LINCOLN UNIVERSITY
PURCHASING DEPARTMENT

TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

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

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

2. APPLICABLE LAWS AND REGULATIONS

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

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

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

4. PREPARATION OF PROPOSALS

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

5. SUBMISSION OF PROPOSALS

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

6. PROPOSAL OPENING

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

7. PREFERENCES

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

8. EVALUATION/AWARD

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

with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.

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

9. CONTRACT/PURCHASE ORDER

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

10. INVOICING AND PAYMENT

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

11. DELIVERY

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

12. INSPECTION AND ACCEPTANCE

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

13. WARRANTY

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

14. CONFLICT OF INTEREST

a. Officials and employees of Lincoln University, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452

and 105.454 RSMo regarding conflict of interest.

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

15. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by Lincoln University of any existing or future right and/or remedy available by law in the event of any claim by the Lincoln University of the contractor's default or breach of contract.

b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to Lincoln University of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with Lincoln University.

16. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, Lincoln University may cancel the contract. At its sole discretion, Lincoln University may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide Lincoln University within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.

b. If the contractor fails to cure the breach or if circumstances demand immediate action, Lincoln University will issue a notice of cancellation terminating the contract immediately.

c. If Lincoln University cancels the contract for breach, Lincoln University reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as Lincoln University deems appropriate and charge the contractor for any additional costs incurred thereby.

d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon Lincoln University for any period in which funds have not been appropriated, and Lincoln University shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

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

18. BANKRUPTCY OR INSOLVENCY

a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify Lincoln University immediately.

b. Upon learning of any such actions, Lincoln University reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

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

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;

b. The identification of a person designated to handle affirmative action;

c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;

d. The exclusion of discrimination from all collective bargaining agreements; and

e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

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

21. AMERICANS WITH DISABILITIES ACT

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

22. TITLES

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