LINCOLN UNIVERSITY
PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL (RFP)

REQ NO.: n/a
RFP NO.: B13-0934
BUYER: Debra Kidwell
TITLE: INTERCOLLEGIATE ATHLETIC INSURANCE
PHONE NO.: (573) 681-5415
ISSUE DATE: APRIL 4, 2013
E-MAIL: kidwelld@lincolnu.edu

RETURN PROPOSAL NO LATER THAN: APRIL 23, 2013 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: The policy is to be effective in August of 2013 for a period of one year. The University shall have the sole option to extend the Contract for four (4) additional one-year periods.

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

INTRODUCTION AND GENERAL INFORMATION

INTRODUCTION

Lincoln University (the University) in Jefferson City, Missouri is requesting proposals for Lincoln University (the University) in Jefferson City, Missouri for our Intercollegiate Athletic insurance policy.

OBJECTIVE

As medical expenses continue to rise, the University is looking for an administrator that will assist them in containing the rising cost. The University has taken steps to curtail the rising costs: the University currently has two athletic trainers on staff and the majority of the therapies are done in-house. The administrator must have on-line capabilities, such as on-line claims forms and the University must have access to all athletic claims information. This would include, but not be limited to on-line EOBs and electronic submission of claim paperwork by insurance providers to claims processors.

BACKGROUND

Lincoln University has had an Intercollegiate Athletic policy in place for many years. Currently, the policy is administered by Borden-Perlman. The current athletic policy has the following benefits, Expanded Medical Coverage, HMO / PPO Denial Coverage, Pre-Existing Conditions, Heart / Circulatory Benefit. There is a $500 disappearing deductible. Please refer to the Exhibits for premium and claims experience.

GENERAL CONTRACTUAL REQUIREMENTS

CONTRACT PERIOD

The policy is to be effective in August of 2013 for a period of one year. The University shall have the sole option to extend the Contract for four (4) additional one-year periods. In the event the University exercises its option, all terms, conditions, and provisions of the original Contract shall remain the same and apply during the extension period. The Contractor shall provide extension premium information via an offer of a formal amendment to the Contract to be presented to the University's Purchasing Office for approval. Any request for a premium increase must be submitted to University's Purchasing Office, and must include documented justification supporting an increase, including documentation of adverse claims experience and/or other such justification. In addition, such prices shall be subject to negotiation between the University's Purchasing Office and the Contractor.

AMENDMENTS TO CONTRACT

Any change in the Contract must be accomplished by a formal Contract Amendment signed and approved by and between the duly authorized representatives of the University, and the Contractor. Any Amendment to the Contract shall (1) specify an effective date, (2) specify any increases or decreases in the amount of premiums, if applicable, (3) describe changes, if any, to the provisions of Contract, (4) be entitled as an "Amendment", and (5) be signed by the parties identified in the preceding sentence. 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 to the contract. The underwriter may not be changed during a contract period.

APPLICABLE STATE LAWS

The Contract shall be construed according to the laws of the State of Missouri. The Contractor 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. Violation of any local, state or federal law and/or regulation shall be considered a material breach of the Contract. The Contractor must be registered with 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 regulation. All benefits now mandated by the State of Missouri must be included in the contract at no additional cost.

<u>Please include in your bid a copy of your Privacy Statement as it relates to HIPAA requirements.</u>

BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding 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 Aon and the University Purchasing Office immediately. Upon learning of the actions herein identified, the Purchasing Office reserves the right at its sole discretion to either cancel the Contract or affirm the Contract and hold you responsible for damages.

PAYMENT

The Contractor agrees and understands that any payment due under the terms of the Contract will be submitted by Lincoln University directly to the contractor at the beginning of the policy period

Unless specifically stated otherwise in the Contract, any and all materials, reports, etc. required under the Contract shall be delivered FOB destination to the University. Payment will be made to the name and address identified in the Contract as the "Contractor" unless (1) the Contractor has authorized a different name and mailing address in writing, or (2) unless a court of law specified otherwise.

CANCELLATION FOR BREACH

The University may cancel the Contract at any time for a breach of any contractual obligation by providing the Contractor with a written notice of such cancellation. Prior to issuing such a notice, the University will, if appropriate, provide the Contractor with an opportunity to cure the breach within a reasonable period of time. Should the University exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.

RIGHT TO TERMINATE CONTRACT

The University reserves the right to terminate the Contract for the convenience of the University without penalty or recourse by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, and accomplishments prepared, furnished or completed by the Contractor pursuant to the terms of the Contract shall, at the option of the Purchasing Office, become property of the University. The Contractor shall be entitled to receive just and equitable compensation for that work completed pursuant to the contract prior to the effective date of termination.

COMMUNICATIONS AND NOTICES

Any written notice to the Contractor shall be deemed sufficient when deposited in the United States mail, postage prepaid, and addressed to the Contractor at its address and/or carried and presented to an authorized employee of the Contractor at its address.

TECHNICAL SPECIFICATIONS

GENERAL SPECIFICATIONS

The Contractor shall submit formal proposals to the University for the University's Intercollegiate Athletic Insurance plan according to the specifications outlined on the Exhibit C attached. The Contractor and the Contractor's insuring company must both be licensed and authorized by the Missouri Division of Insurance to transact business in the State of Missouri, and must also operate in accordance with any/all other applicable state laws and regulations, as well as complying with all Missouri-mandated benefits. The Contract will comply with any changes in current regulations governing the insurance industry. The Contractor's insuring company must have as a minimum a policyholder rating of "A" and a financial rating of "V" as shown in the most recent issue of Best's Key Rating Guide.

The Contractor shall agree and understand that the named insured shall be the student requesting coverage.

COVERAGE SPECIFICATIONS

The Contractor shall provide Intercollegiate Athletic Insurance coverage for all athletes, trainers, administrative staff, coaches, and cheerleaders for the plan selected after all proposals have been presented and the decision made as to the plan being implemented on the requested effective date.

Medical Expenses covered by this plan will be coordinated with any other valid and collectible accident or health insurance or other medical benefit.

There shall be a two year payout window past the date of injury.

CONTRACTOR SERVICE SPECIFICATIONS

The University shall be responsible for the completion of the claim forms for the injured athletes.

The Contractor shall accept the University's Athletic Injury Report/Treatment Authorized Form as proof of claim that an athletic injury has occurred.

The Contractor must issue a duplicate Explanation of Benefits with the copy being sent directly to Lincoln University's Athletic department, or provide on-line access to EOBs.

The Contractor shall provide claim status reports on a monthly basis or provide on-line access to this type of report.

BID SUBMISSION INFORMATION

SUBMISSION OF PROPOSALS

Proposals must be returned to Debra Kidwell, with all necessary attachments, by the Proposal Due Date specified on the first page of the RFP. In addition to the original bid, the bidder should include three (3) copies of the bid. The bidder must submit the original of the proposals, as fax machine copies will not be acceptable. All data requested must be submitted. Failure to submit such data as requested shall be deemed sufficient cause for disqualification of a bid from further consideration for award.

Bidders are strongly encouraged to read the requirements for this RFP carefully prior to the submission of a bid. The bidder must comply with all requirements stated in the RFP.

Any and all questions regarding specifications, requirements, etc., must be directed to Debra Kidwell as indicated on the first page of this RFP.

EVALUATION PROCESS

The award of the contract resulting from this Request for Proposal shall be based on Cost, Experience, Reliability and Stability of the bidding company, and their Insuring Approach, including Underwriting and Policy/Customer Services. The University reserves the right to consider historic information and fact, whether gained from the bid submitted, references, or any other source, in the evaluation process. Experience, reliability, and stability of the bidder's agency, brokerage firm and/or insurance company are considered in the evaluation process. Therefore, the bidder is advised to submit any information that documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP, as well as documentation of a stable organization.

The bidder is cautioned that it is the bidder'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 bid. Failure of the bidder to submit such information may cause an adverse impact on the evaluation of the bid.

The bidder must be willing to participate in a finalist meeting to be held at Lincoln University if requested.

CONTRACT AWARD

Any award of a contract resulting from this RFP will be made only by written authorization from the Purchasing Office of Lincoln University.

COST

The bidder must state a firm, fixed total premium price for the coverage stated herein. The bidder's firm, fixed price must be clearly stated on Exhibit C attached for each requested plan.

All costs for proposal submission and finalist presentation are solely the responsibility of the bidder.

INSURING APPROACH (UNDERWRITING AND POLICY/CONSUMER SERVICES)

The insuring approach including, but not limited to, underwriting and policy service(s), will be considered in the evaluation process. Therefore, the bidder should provide a detailed description of what is proposed in terms of claims service. In particular, the bidder should identify the firm and principal that will handle claims, how claims will be handled, the availability of toll-free telephone access to claim processors and/or on-line claims processing, the "turnaround" time for the handling of claims, and review procedures available in the event of a disputed claim. The bidder should include samples of claim reports that will be furnished to the University.

The bidder should describe insuring approach as it relates to pre-existing conditions and chronic conditions that continue past the policy year.

The bidder should provide information and/or examples regarding the history of responsiveness to client needs, including evidence of improving benefits while undergoing contract renewal.

The bidder should detail any innovative service, coverage, benefit, program, etc. to be provided which exceeds the required minimums of this RFP.

The bidder should define the basis used for determining Usual and Customary such as 90th percentile of Medical Data Research, Inc. In addition, the bidder should describe the process for application.

QUESTIONNAIRE

The purpose of this Questionnaire is to provide Lincoln University with the appropriate information in relation to your organization and administration of claims. Please respond to each question as thoroughly as possible and in the same order in which they appear below. **Feel free to add information that you believe would be relevant to the review process.**

1. The University requests the prospective contractor must have a minimum of 5 years' experience with University level athletic insurance. Please indicate a minimum of three (3) references that have been with your company for over 5 years.

2. Describe your "on-line" capabilities and the information the University would have access to, including Explanation of Benefits.

3. Describe your "Electronic Claims filing" capabilities.

4. Describe and provide samples of monthly detailed claims reports to which the University will have access.

5. The University requests quotes for a Primary athletic insurance provider for students that are on the University student policy that does not have an athletic benefit. Refer to Exhibit C, Option 4.

6. The University requests a separate quote for Cheerleading coverage; refer to Exhibit C, Option 3.

7. The University requires all student athletes to sign a release form. Please indicate that if selected; you will accept this form as a legal document and the University will have all rights to all student athlete claims information. A copy of this form is attached.

8. Indicate your claims processing procedures and your turn around time for payment of claims to providers.

9. Please describe whether the University athletes are required to use network providers. The University prefers that there is no network for this policy.

10. Confirm that payment to the University Physician, Dr Bradley Sloan will be paid at 100% of incurred claims. Address is 1505 Southwest Blvd. Jefferson City, MO 65101(573) 632-5544.

11. Verify that insurance cards/individual identification of student-athletes will be sent within 30 days of receiving rosters. Is there a performance guarantee if these criteria are not met?

12. Identify the specific claims specialist that will be assigned to Lincoln University and describe the team that will be assigned to the University. List the experience of all the individuals on the team.

13. In the case of appeals from athletes or the University, what is your company's position regarding flexibility and willingness to find an agreeable resolution to problems on a case-by-case basis?

14. Please describe any performance guarantees available to Lincoln University.

15. Define 'pre-existing' condition as your company defines it in relationship to student-athlete insurance.

EXHIBIT A

CLAIMS EXPERIENCE

INTERCOLLEGIATE ATHLETIC

Policy Year	**Lincoln 2010-2011 Paid Claims as of 3-5-2013**	**Lincoln 2011-2012 Paid Claims as of 3-5-2013**	**Lincoln 2012-2013 Paid Claims as of 3-5-2013**
Underwriting Company	**Chubb**	**Chubb**	**Arch**
Deductible	$500	$500	$500
Premium	$161,334	$172,680	$182,495
Claims	$107,482	$90,730	$44,890
Loss Ratio	66.62%	52.54%	24.60%

EXHIBIT B

INTERCOLLEGIATE ATHLETIC

SPORTS CENSUS

Men's Sports

Sport	# of Participants
Baseball	34
Basketball	15
Football	94
Golf	11
Track & Field	24

Women's Sports

Sport	# of Participants
Basketball	11
Cross Country	Included with Track
Golf	5
Softball	17
Track & Field	23
Tennis	6

Cheerleaders - 14

EXHIBIT C

PRICING PAGE

INTERCOLLEGIATE ATHLETIC

The bidder must state a firm, fixed total premium price to provide insurance coverage for the plan outlined in the Request for Proposal, as follows, in accordance with the provisions and requirements herein.

Option 1: Duplicate Current Plan, Claims paid at 90th percentile of Usual and Customary, $500 deductible	$_____
Option 2: Claims paid at 100% of incurred expenses, $500 deductible	$_____
Option 3: Claims paid at 90th percentile of Usual and Customary, $0 deductible	$_____
Option 4: Claims paid at 100% of incurred expenses, $0 deductible	$_____
Option 5: Additional Premium amount that would cover cheerleaders that participate in camps, clinics and national competitions. This coverage would also cover cheerleaders that participate in fundraisers or alumni events at Lincoln University.	$_____
Option 6: Student Athletic Primary Coverage. This would provide coverage for athletes that are covered under the University's student plan that does not cover athletic injuries.	$_____

Rate Guarantee

1) 2014-2015 _____

2) 2015-2016 _____

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 offerer is an agency of Lincoln University or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such an offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between Lincoln University and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
f. All equipment and supplies offered in a proposal must be new and of current production and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.
i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

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

6. PROPOSAL OPENING

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

7. PREFERENCES

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

8. EVALUATION/AWARD

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

e. In the event all offerors fail to meet the same mandatory requirement in a RFP, Lincoln University reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, Lincoln University reserves the right to waive any minor irregularity or technicality found in any individual proposal.
f. Lincoln University reserves the right to reject any and all proposals.
g. When evaluating a proposal, Lincoln University reserves the right to consider relevant information and fact, whether gained from a proposal, from 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.