

7. Award of Contract:

Awards will be made to the bidder whose bid (1) complies with all mandatory specifications and requirement of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder and in the best interest of the University.

8. Price:

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

9. Freight, Shipping and Handling Charges:

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

Lincoln University of Missouri
Accounting Department
Room 204 Young Hall
PO Box 29
Jefferson City MO 65102-0029

10. Contractor Liability:

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

11. Replacement of Damaged Product:

The contractor shall be responsible for replacing any item received in damaged condition at no cost to the university. This includes all shipping costs for returning non-functional items to the contractor for replacement.

12. Substitutions:

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