



Truman State University
McClain Hall 100
100 E. Normal Ave.
Kirksville, MO 63501
Phone: 660-785-7226
Email: ishook@truman.edu

REQUEST FOR PROPOSALS (RFP) - FEBRUARY 24, 2022
PROJECT CP2022-005 VIOLETTE HALL FLOORING

Submittals from minority, women and disadvantaged business enterprises are encouraged.

SUBMITTAL DEADLINE	SUBMIT
2:00pm Central Time Tuesday, March, 15, 2022	One (1) Electronic copy via Email or Thumb Drive
DELIVERY BY MAIL	DELIVERY BY HAND
Truman State University Attn: Lori Shook 100 McClain Hall	Truman State University Purchasing Department 106 McClain Hall (corner of Franklin and Normal)

Truman State University (Truman) is requesting proposals from qualified Contractors to provide labor and materials for flooring work in Violette Hall (VH) per the project documents dated Feb. 24, 2022. Proposals are to be delivered to the Purchasing Department at Truman until 2:00 PM CT, March 15, 2022, at which time the names of those Contractors submitting proposals will be read aloud. No other public disclosure will be made until after an award of the contract. There is a **mandatory** examination of the project site scheduled for Tuesday, March 8, 2022 at 3:30 pm.

RFP documents are available at <http://businessoffice.truman.edu/purchasing/bids/OpenBids.asp>. A notification of intent to respond to this RFP is located immediately below. This form is required if you plan to submit a proposal and wish to receive any (1) RFP addenda and (2) answers to questions regarding the RFP. Please complete and submit this form prior to the submittal deadline as shown on the Request for Proposals document. This page is not part of the RFP package and must be submitted to notify Truman of your interest in this project and to notify your organization of any addenda. These addenda are issued if there is a change to the specifications or closing date/time of the request.

INTENT TO RESPOND STATEMENT

___ YES our organization plans to submit a response to this solicitation for proposals:

NO RESPONSE STATEMENT

___ NO our organization is not submitting a response for the following reason(s):

- | | |
|--|--|
| <input type="checkbox"/> Do not offer this commodity or equivalent | <input type="checkbox"/> Insufficient time to respond |
| <input type="checkbox"/> Schedule would not permit us to perform | <input type="checkbox"/> Cannot meet delivery requirements |
| <input type="checkbox"/> The project is too small | <input type="checkbox"/> Licensing restrictions (please explain) |
| <input type="checkbox"/> The project is too large | <input type="checkbox"/> Other reasons |

Name of Organization: _____

Contact Name: _____

Contact Address: _____

Contact Phone Number: _____

Contact Email Address: _____

TRUMAN STATE UNIVERSITY PROPOSAL CERTIFICATION

Contractor certifies that it is authorized to obligate the represented Contractor and further agrees with all terms, conditions, and requirements of the Truman's request for proposal. Contractor further certifies the responses and resulting proposal to Truman's request for proposal are true and accurate. In submitting a response to Truman's request for proposal, the Contractor understands:

- (1) That Truman retains the right to reject any and all proposals and to waive irregularities and informalities therein, and to award the contract in the best interests of Truman.
- (2) Truman will first determine if a proposal satisfies the mandatory requirements stated in this request for proposal.
- (3) The award will be based on the best proposal. Truman will consider all available information including, but not limited to, a Contractor's qualifications, reputation, financial position, references, available equipment, etc., when determining the best proposal.
- (4) It is also understood that proposals may not be withdrawn for a period of 60 days after the date and time set for the receipt of proposals.

The Contractor hereby affirms:

- (1) That the proposal has been arrived at by the Contractor independently, and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the request for proposal designed to limit independent proposals or competition;
- (2) That the Contractor has fully informed itself regarding the accuracy of the statements made in their response. Each bidder must inform themselves fully of the conditions relating to the construction of the project and employment of labor thereon. Failure to do so will not relieve the successful bidder of their obligation to furnish all materials and labor necessary to carry out the provisions of the contract.

Bid Procedures:

- (1) Each proposal must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and in case of any discrepancy, the words shall govern.
- (2) Prices quoted shall include all aspects of the work specified with materials and labor quoted separately.
- (3) All bids must provide that they remain open for a period of not less than sixty (60) calendar days after the date of the bid opening.
- (4) Only one (1) contract will be awarded for the work.
- (5) Provide a Bidder's Qualifications Statement with the proposal form.

No interpretation of the meaning of the plans, general requirements, specifications, or other pre-bid documents will be made to any bidder orally.

- (1) Every request for such interpretation should be in writing addressed to the University's Purchasing Department, 106 McClain Hall, Kirksville, MO 63501 and to be given consideration must be received at least five working days prior to the date fixed for the opening of bids.
- (2) Any and all such interpretations and any supplemental instructions will be in form of written addenda to the project manual which, if issued, will be posted on the Purchasing Open Bids webpage at <https://www.truman.edu/businessoffice/purchasing/open-bids/> and an email sent to all prospective Bidders (at the respective email addresses furnished for such purposes), not later than three working days prior to the date fixed for the opening of bids.
- (3) Failure of any Bidder to receive such addendum or interpretation shall not relieve such Bidder from any obligations under their bid as submitted. It is advisable that Contractors occasionally check the website for addendums unless you have provided an email for our files.
- (4) All addenda so issued shall become part of the contract.

Enclosed are the following documents for Project CP2022-005:

Request for Proposals

Material Specifications

General Requirements of Truman State University

Proposal Form

VH Floor Plan

**MATERIAL SPECIFICATIONS FOR
FLOORING IN SELECTED AREAS OF VIOLETTE HALL
ON THE CAMPUS OF TRUMAN STATE UNIVERSITY
KIRKSVILLE, MO**

Project No. CP2022-005

Proposals due Tuesday, March 15, 2022 at 2:00 pm

I. SCOPE OF WORK: Work covered by these specifications includes the furnishing of all materials, labor, tools, equipment, services, etc., necessary for removal and installation of flooring and wall base in selected spaces in Violette Hall (VH). Adjacent spaces may be occupied at the time of installation. The University will be coordinating furniture moves. The installation will be scheduled in phases and dates as agreed upon by the University and selected contractor. Refer to section XXII for important dates.

II. GENERAL CONDITIONS: The selected Contractor shall conform to all requirements of these specifications and drawings. The drawings provided are not to scale, not as-built, and all areas are to be verified in the field. In case any point with regard to the true extent of these specifications and drawings are not fully understood by the bidder or if there is any doubt as to the items to be included in their bid, the bidder shall contact Campus Planning for such further instructions as may be necessary. In no case shall a bid be submitted in uncertainty.

III. MANDATORY EXAMINATION OF PREMISES: Before submitting bids for this work, each bidder shall examine the predetermined sites and satisfy themselves as to the existing conditions under which they will be obliged to operate, or that will in any manner affect the work under this contract. Inspection of the predetermined job site will be Tuesday, March 8, 2022 at 3:30 pm. Please meet at the VH west side parking lot entrance. If you have any questions contact Lori Shook at 660.785.7226 or email lushook@truman.edu.

A. All information is provided only for the assistance of the bidders and does not alleviate the bidder from thoroughly examining the site conditions. Be advised that floor grinding, leveling and/or patching may be required.

IV. SPECIFICATIONS: These specifications are intended to fully cover all phases of work involved. Should a case arise in which they apparently do not, Lori Shook with Campus Planning shall decide such questions and the decision shall be final and binding on all parties. Notification of changes will be made in the form of a written addendum and forwarded to all bidders currently holding specifications for this project. All work necessary for a professional and complete installation must be done without extra charge.

V. QUALITY AND WORKMANSHIP: All labor, tools, materials and equipment necessary for the completion of all work included in these specifications shall be furnished at the selected Contractor's own expense. All materials used shall be new and fresh unless otherwise specified and both materials and workmanship shall be of the best quality and shall be subject to the approval of Campus Planning.

A. All labor shall be performed in a first-class, substantial, neat and workmanlike manner. All damage shall be repaired, including any building damage, glass breakage, exterior and interior walls, floors, all patching done, all broken materials, and everything left as it was or better and complete in every respect.

VI. REQUIRED PRECONSTRUCTION MEETING: The selected contractor is required to schedule a Preconstruction Meeting before starting installation, at a time convenient to the Owner, to discuss phasing and any items that could impact progress.

VII. PERMITS, LICENSES, AND SO FORTH: The selected Contractor shall give the proper authorities all notices as required by law relative to the work in his charge, obtaining all official permits and paying for all legal fees that are necessary for the due and faithful performance of the work herein listed. This also includes notification of Division of Labor Standards by the selected Contractor of a prevailing wage project award.

VIII. INSPECTION OF WORK: All work performed by the selected Contractor shall be subject to the approval of Campus Planning at all times during the progress of the work. No work will be considered accepted which may be considered defective or deficient in any of the requirements of these specifications and drawings.

IX. PROTECTION OF WORK: The Owner's property and the work performed, as well as the materials to be used, shall at all times be thoroughly protected from the weather and other causes, and all damage resulting from such neglect shall be made good by the selected Contractor at their own expense.

X. SPECIFICALLY:

A. General Scope:

1. The purpose of these specifications is to obtain all labor, tools, materials, and equipment necessary for carpet, wall base, and associated transition strips for the following rooms and corridors noted on the floor plan of the lower level of VH. VH includes 1140, 1142, 1144, 1146, 1148, all 1240 corridors, 1204, 1208, 1212, 1216, 1220, 1224, 1228, 1232, 1308, 1310, and 1420. Any fixed furniture will remain in place.
2. The project scope includes the following elements: Removal and disposal of existing flooring and wall base, preparation of all existing surfaces, procurement of proposed materials and installation of materials. All floor mounted items including but not limited to door stops and drain covers are to be removed and reinstalled by the flooring contractor. All installation is to be per the manufacturer's written recommendations. Instructions are to be seen on site.
3. Some walls in VH will require patch and paint coordination with the University following removal of the wall base, due to floor settling. Truman to remove wall base and provide patch and paint in rooms 1220, 1224, 1228, 1308, and 1310 ahead of this project.
4. Phasing of installation will be coordinated with the University.
5. Extend flooring into door reveals, open-bottomed obstructions, removable flanges, alcoves and similar openings. Coordinate access to locked rooms with University.
6. Allow flooring and wall base to acclimate to conditions of installation. Examine substrates for conditions under which flooring is to be installed. Subfloors must be dry, smooth, and free from dust, solvent, paint, wax, grease, oil, asphalt sealing compounds and other extraneous materials. Beginning of installation means acceptance by the installer of existing conditions.

B. Material Specifications:

1. **Carpet:** Tarkett modular carpet Square Up 04990, Plum Alley 71619. Install vertical ashlar.
2. Backing specific adhesives as recommended by the manufacturers.
3. Provide and apply leveler to the subfloor as needed and as recommended by the manufacturer.
4. Provide and apply sealer to the subfloor as needed and as recommended by the manufacturer.
5. **Warranty:** Provide manufacturer's standard warranties. Provide documentation.
6. **Extra Materials:** Full-size units equal to 5 percent of amount installed, but not less than 10 sq. yd. (8.3 sq. m.). Round up to nearest carton. Full size units for wall base equal to 5 percent of amount installed.
7. **Wall Base:** Tarkett, or equal, Moon Rock 29, 4" rubber cove base in coils. Provide pre-formed corners where appropriate.
8. **Transitions:** Provide rubber transitions at existing flooring as appropriate between dissimilar flooring materials; Tarkett, or equal, Moon Rock 29. Low profile; meet ADA requirements.
9. **Adhesive for Rubber:** Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicate.

XI. GUARANTEE: The selected Contractor shall provide a (1) year warranty on workmanship and shall supply manufacturer's warranty on materials. The installation provider must be directly responsible for the quality of the completed floorcovering installation, including both the quality of the materials and labor used in the installation. The installation provider must directly warrant to owner that all products, materials and services relate to the floorcovering installation (including any floorcoverings, adhesives and/or other products or materials used in the installation) will meet specifications set forth herein. The product warranty required herein must be provided directly by the flooring manufacturer.

XII. USE OF PREMISES: The selected contractor shall confine his apparatus, the storage of materials, and the operation of his workmen to such places and within such limits as to cause the least inconvenience to the University. Areas of work are to be sectioned off as needed to reroute building occupants.

XIII. REMOVAL OF RUBBISH: The selected Contractor shall not allow any dirt or rubbish to accumulate in the buildings or on the grounds adjoining the buildings. The selected Contractor shall promptly remove all debris. This also includes removal of any item(s) associated with the project that are considered hazardous waste.

XIV. ACCEPTANCE: Upon inspection of all work for damage and quality, the University will provide written acceptance or list of requirements to make work acceptable.

A. Submit manual of flooring manufacturer's recommendations for the general care, cleaning, stain removal and maintenance of products.

B. Submit installation procedures used including adhesive types.

C. Submit written warranties for all products as well as performance testing results on all items.

XV. COMPLETION OF WORK: Work shall commence upon receipt of an Agreement and Purchase Order from the University Purchasing Agent. Orders for materials must be placed in time for installation to begin. A schedule of work will need to be provided for the occupants of the building. The selected contractor and the University need to agree on the final schedule prior to beginning work.

Summer break begins May 9 and work is to be complete by August 9, 2022.

Campus will be closed on May 30 and July 4. Summer Orientation events occur on the following June dates: 1, 6, 9, 14, 16, 22, 27 and 30. The Joseph Baldwin Academy (JBA) will be on campus during June and July. These events bring more visitors to campus.

End of Material Specifications

XVI. GENERAL REQUIREMENTS OF TRUMAN STATE UNIVERSITY

- A.** The purchase contract between Truman and the selected Vendor will consist of (1) RFP and any amendments thereto, and (2) the proposal submitted by the selected Vendor in response to this RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the RFP will govern. However, Truman reserves the right to clarify any contractual relationship in writing with the concurrence of the selected Vendor and such written clarification will govern in case of conflict with the applicable requirements stated in this RFP or the selected Vendor's proposal response. In all other matters not affected by written clarification, if any, the RFP will govern. The Vendor is cautioned that its proposal will be subject to acceptance by Truman without further clarification.
- B.** Any change to the contract including the specifications described herein must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the selected Vendor and Truman. Any amendments to the contract will (1) specify an effective date; (2) specify any increases or decreases in the amount of the selected Vendor's compensation, if applicable; (3) describe changes, if any, to the provisions of the contract; (4) be entitled as an "Amendment"; and (5) signed by the parties identified in the preceding sentence. The selected Vendor 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, will be used or construed as an amendment to the contract.
- C.** All reports, data and materials developed or acquired by the selected Vendor as a direct requirement specified in the contract/purchase order will become the property of Truman. All reports, data or materials that may reveal names or identification numbers of individuals, employees, or corporate entities, if not returned to Truman, must be properly destroyed so as to keep such information confidential. No reports or materials prepared, as required by the contract/purchase order, will be released to the public without the prior written consent of Truman.
- D.** The selected Vendor will not at any time sell, convey, transfer, mortgage or assign any interest in the contract/purchase order, either in whole or in part, nor any of its rights, title, interest or privilege hereunder whatsoever, in the contract/purchase order.
- E.** Vendor agrees that they presently have no interest and will not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. Vendor further agrees that no person having any such known interest will be employed or conveyed an interest, directly or indirectly, in the contract/purchase order.
- F.** Vendor will not provide any perquisites, favors, or gifts to any Truman employees which tend to curry favor with any specific persons or which incur expenses to be borne by Truman. Vendor will not attempt to gain support and appreciation from any group of employees other than providing the highest quality services possible.
- G.** Upon filing for any bankruptcy or insolvency proceeding by or against the Vendor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee or assignee for the benefits of creditors, the Vendor must notify Truman immediately. Upon learning of such actions, Truman reserves the right at its sole discretion to either cancel or reaffirm the contract.

H. Truman may cancel the contract at any time for a material breach of any contractual obligation by providing the selected Vendor with a written notice cancellation. At its sole discretion, Truman may give the Vendor an opportunity to cure the breach or to explain how the breach will be cured. If the Vendor fails to cure the breach, the University reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and charge the Vendor for any additional costs incurred as a result. Should Truman exercise its right to cancel the contract/purchase order for such a reason, the cancellation will become effective on the date as specified in the Notice of Cancellation sent to the selected Vendor.

I. Any written notice of the Vendor will be deemed sufficient when deposited in the United States mail, postage prepaid, and addressed to the Vendor or at its address as listed on the signature page of the contract, or at such address as the Vendor may have requested in writing.

J. The Vendor understands and agrees that monies required to fund the contract must be appropriated for each fiscal year included within the contract period (Truman's fiscal year runs July 1 through June 30). The contract will not be binding upon Truman for any period in which funds have not been appropriated, and Truman will not be liable for costs associated with termination caused by lack of appropriations.

K. As a public institution, Truman must follow State of Missouri rules and regulations regarding the procurement of goods and services. Data obtained through this consulting process must be handled as confidential and may not be shared with other Vendors who may want to do business with Truman without the prior written approval of the University's Purchasing Department. Any future business with Truman will be obtained through a proposal process.

L. The contract will be construed according to the laws of the State of Missouri. The Vendor will 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.

M. The Vendor represents himself/herself to be an independent Vendor offering such product and services to the general public and will not represent itself or its employees to be an employee of Truman. Therefore, the selected Vendor will assume legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc. and agrees to indemnify, save and hold Truman, its officers, agents and employees, harmless from and against any loss; cost (including attorney fees); and damages.

N. The bidder is advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the University.

O. The Contractor shall be responsible for the general care, control, and order of all operations carried on and about the premises during the continuance and until the completion and acceptance of the work herein specified.

P. The selected Vendor will provide Workman's Compensation Insurance for all workers involved with this project. The selected Vendor will also carry commercial liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in aggregate. The selected Vendor will provide certificates of insurance prior to the commencement of the project naming Truman State University as a certificate holder. The successful Bidder shall use the insurance industry standard ACCORD form, or other adequate proof of such insurance.

Q. Alcohol and Illegal Drugs. Possession and/or use of alcohol or illegal drugs are prohibited on the Owner's campus. The Owner's published rules regarding this matter shall apply to **ALL** workers related to the particular project.

R. Parking Regulations. The successful Bidder agrees to comply with the Owner's published rules and regulations regarding vehicles and campus parking. All motor vehicles parked on the Owner's property must be identified with a properly displayed permit. Service vehicles are non-university vehicles which conduct university business or services on a regular basis. Loading and unloading zones are provided for the successful Bidder to use. It shall be further understood that driving on the Owner's sidewalks is not permitted. The successful Bidder will be responsible for their motorized vehicles and all violations identified to their vehicles. Any exigent circumstances are to be directed to the Department of Public Safety, Parking Services, 660.785.7400.

S. Cleaning. The selected Contractor shall keep the premises clean and orderly at all times, and upon leaving the job site, shall thoroughly clean the premises. The job site shall be left clear of clutter such as food bags, soda cans, or soda cups at the end of each work day. This includes both the work area and any break areas. Any trash should be left in building centralized trash receptacles.

T. Prior to the completion of the project, the selected Contractor shall also remove any material considered a hazardous waste material or materials that would incur a fee to analyze and determine the method for disposal. The Owner's Environmental Safety Specialist, or his designate, shall be contacted to inspect the job site to verify no such materials are left present prior to final payment being released to the selected Contractor

U. If the Vendor's proposal contains any information deemed to be a trade secret or proprietary, this information must be identified. This information will not be disclosed outside Truman or duplicated other than to evaluate the Vendor's proposal. This restriction will not include price information.

V. The selected Vendor will be given a Missouri State 5060 Tax Exemption form to use during the project for any parts or materials that need to be purchased for this project.

W. The selected Vendor, and all subcontracted Vendors, doing business with Truman must agree not to discriminate on the basis of race, color, religion, national origin, sex, disability or veteran status. If discrimination by the selected Vendor or subcontracted Vendor is found to exist, Truman will take appropriate action which may include, but not be limited to, cancellation of the contract, removal from all Respondents' lists until corrective action is made and ensured, and referral to the Attorney General's Office.

X. The selected contractor shall have thorough and complete knowledge of the Americans with Disabilities Act of 1990 and agrees to provide complete capabilities to meet or exceed all requirements required of this Act for the project awarded.

Y. Buy American – Domestic Products Procurement Act. The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency or used or supplied in the construction, alteration, repair, or maintenance of any public works must be manufactured or produced in the United States unless such purchase would increase the cost of the contract by more than ten percent (10%) or would contravene any existing treaty, law, agreement, or regulation of the United States. As defined in 34.350 RSMo, United States means the United State of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. In order to receive preference for providing products, which meet the requirements outlined in the Missouri Domestic Products Procurement Act, the bidder must complete, sign and return the form provided with this packet with their bid. If this form is not completed, signed, and returned, the items bid will not be considered to meet the requirements for preference.

Z. In accordance with the State of Missouri (HB 1729) legislation passed and signed by the Governor of Missouri, public works projects valued \$75,000 or less are not subject to the Prevailing Wage Law. If labor will exceed \$75,000, the selected Bidder agrees to comply with Chapter 290, Revised Statutes of Missouri, which concerns the payment of prevailing wages on public works. A link to the State of Missouri, Division of Labor Standards Annual Wage Order No. 28, Section 001, Adair County, Annual Incremental Wage Increase, effective April 25, 2018 (Last updated May 12, 2021) is included hereto and is a part of the contract.

<https://laborwebapps.mo.gov/dls/prevailingwage> Not less than the prevailing hourly rate of wages determined by the Division shall be paid by a contractor or subcontractor. Contractor will forfeit a penalty to the Owner One Hundred Dollars (\$100) per day (or portion of a day) for each worker that is paid less than the prevailing rate for work done under the contract by the Contractor or by any Subcontractor under them. Contractor will provide the University Certified Payroll Records and a Prevailing Wage Affidavit prior to or with an approved invoice for work performed.

AA. Executive Order 03-27: Executive Order 03-27 states Missouri state government agencies shall purchase a Missouri product unless it is determined that the value (including, but not limited to price, performance and quality) of the Missouri product does not meet the needs of the user. In assessing value, Truman may consider the economic impact to the State of Missouri for Missouri products versus the economic impact of products generated from out of state. This economic impact may include the revenues returned to the state through tax revenue obligations. In addition to the above, Vendors must provide the following information:

1. A description of the proposed services that will be performed and /or the proposed products that will be provided by Missourians and/or Missouri products.
2. A description of the economic impact returned to the State of Missouri through tax revenue obligations.
3. A description of the Vendor's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other including Missouri employee statistics).
4. If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the Vendor must disclose such fact and provide details with their proposal.
5. MBE/WBE Certification. In accordance with Executive Order 98-21, Vendors are encouraged and may be required per the RFP to utilize certified minority and women-owned business in selecting other appropriate resources. Executive Order 98-21 directs state agencies to increase the participation of certified minority business enterprises (MBE) and women business enterprises (WBE) in state procurements. MBE/WBE certification by the State of Missouri, Office of Administration, and Office of Equal Opportunity is required to be considered an eligible MBE/WBE in meeting participation goals. If you qualify as a MBE or a WBE as defined in 37.020 RSMo, please mark the appropriate blank below. To obtain an application for certification, go to the <https://oeo.mo.gov/>.

(1) _____ MBE _____ WBE _____ Both

In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Vendors should apply the same preferences in selecting other appropriate resources. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preferences shall be given when quality is equal or better and delivered price is the same or less.

Truman reserves the right to consider historic information and fact, whether gained from the Vendor's proposal response, question and answer conferences, references, or any other source, in the evaluation process. The final determination of award shall be made by Truman. 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. Truman will notify all Vendors responding to this RFP the Vendor whom has been selected to perform these services. Any proposal award protest must be received within 20 days after the date of award.

BB. Materials and/or products of approved equal:

1. Where materials and/or products are specified by name of manufacturer, brand, trade name, or catalog number, only such specified items may be used in the Base Bid. Where two or more materials and/or products are named as equals, the choice of the listed equals shall be optional with the successful Bidder.
2. The first named manufacturer's equipment has been used to determine space requirements. Should another manufacturer's equipment be used in preparing proposals Bidder shall be responsible for determining and coordinating that said equipment will fit space allocated prior to shop drawing submittal.
3. When several manufacturers are named in the project specifications, the corresponding product and models made by the specified manufacturers will be accepted and the bid may be based on any one of the products. However, if the bid is based on the products other than first name specified, it shall be understood that there will be no extra cost involved whatsoever, and the cost effect on other trades has been included in the proposal.
4. If a Bidder desired to substitute any other material and/or product as an approved equal, they must obtain approval at least five days prior to the date set for opening of the bids. The request by a Bidder for an approved equal must be accompanied by data substantiating the claim that the material or products are comparable to those specified, and the request must be submitted by the Bidder sufficiently far in advance for the Owner to make an informal decision prior to the opening of bids. Approval of the substitute shall be by Addendum sent to all Bidders.
5. Previous approval by the Owner of materials and products for other projects does not constitute approval for this project.

End of General Requirements

PROPOSAL FORM

Proposal of _____
(hereafter referred to as Bidder)

TO: Truman State University
Campus Planning
100 McClain Hall
Kirksville, MO 63501

FOR: **Violette Hall Flooring Project**

The undersigned Bidder hereby proposes and agrees to furnish all material, labor, tools, appliances, equipment, services, etc., necessary for removal and installation of flooring and wall base in selected spaces in the lower floor of VH as specified herein on the University's campus as set forth in the Specifications and General Requirements for the Violette Hall Flooring Project No. CP2022-005 dated February 24, 2022.

BASE BID: University to pay Bidder the sum of

Dollars (\$_____)

Breakdown:

a. Materials _____

b. Labor _____

Contractor Viewed Site: _____

Date Contractor May Begin Work: _____

Bidder hereby certifies that the following subcontractors, suppliers, and/or manufacturers will be used in the performance of the work:

Work Performed

Subcontractor Name & Address

Bidder hereby certifies that:

- a. Bidder has read and understands the Bidding Documents, and this Bid is made in accordance therewith;
- b. Bidder has visited the site, has familiarized themselves with the local conditions under which the Work is to be performed and has correlated its observations with the requirements of the proposed Contract Documents;
- c. Bid is based upon the information for materials, labor, services, etc. required by the Bidding Documents without exception;
- d. Bidder will not later request and will not later expect to receive additional payment for work related to conditions which can be determined by examination of the site and the Bidding Documents;
- e. Bid is genuine and is not made in the interest of or on behalf of an undisclosed person, firm or corporation;
- f. Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal;
- g. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding;
- h. Bidder understands Work may commence upon acceptance of a Purchase Order/Contract from the University. The work is to be done during the University's summer break beginning May 9, 2022. The completion date for this project must be by August 9, 2022.

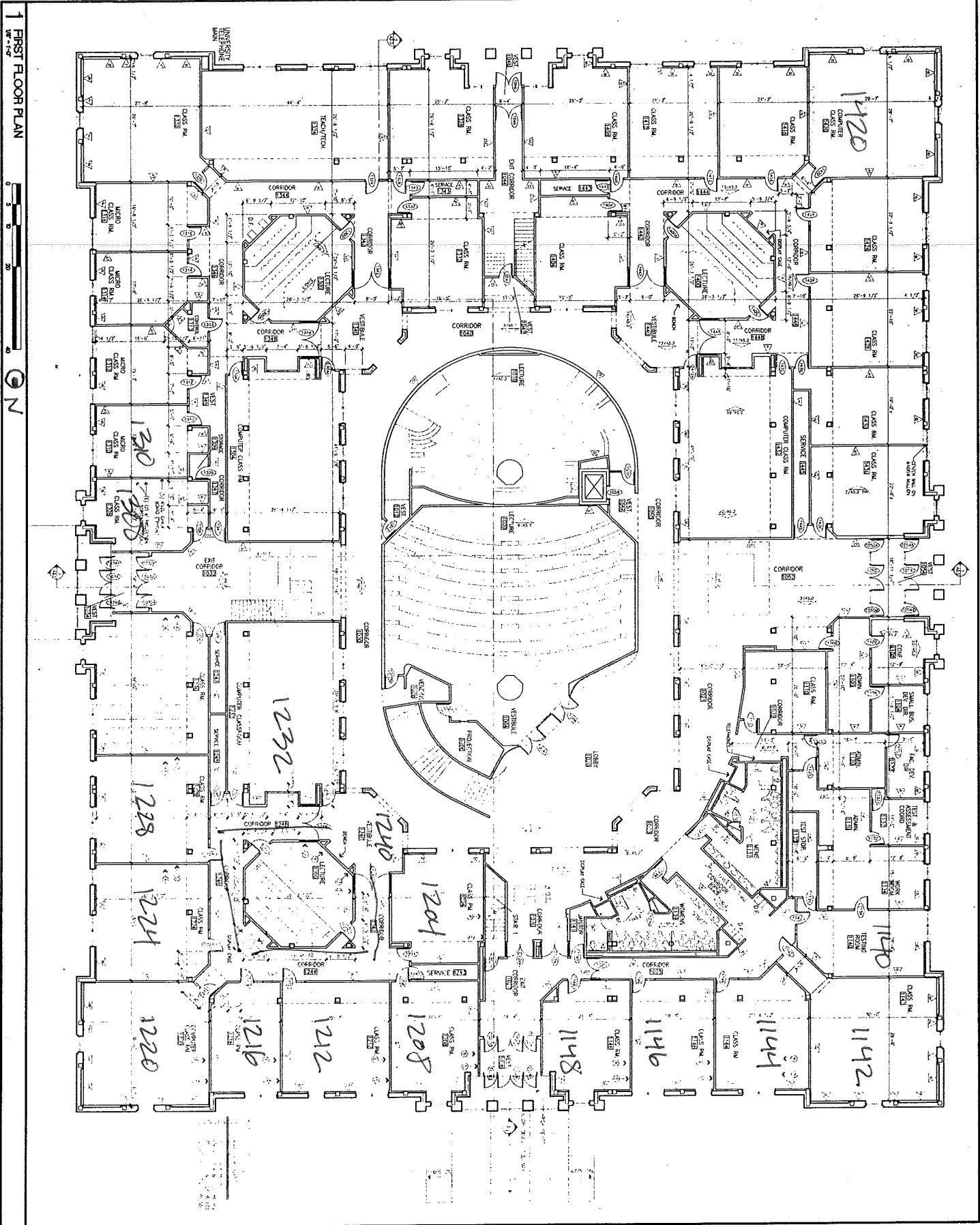
Bidder acknowledges receipt of the following addenda:

ADDENDUM No. _____ DATED _____

ADDENDUM No. _____ DATED _____

ADDENDUM No. _____ DATED _____

End of Proposal Form



1 FIRST FLOOR PLAN

