



Truman State University
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REQUEST FOR PROPOSALS (RFP) – NOVEMBER 8, 2022
PROJECT SP23-21 COOLING TOWER MAINTENANCE

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

<p>SUBMITTAL DEADLINE 2:00pm Central Time Thursday, December 1, 2022</p>	<p>SUBMIT One (1) Electronic copy via thumb drive or email to lthrasher@truman.edu</p>
<p>DELIVERY BY MAIL Truman State University Attn: Laura Thrasher, 106 McClain Hall 100 East Normal Ave Kirksville, MO 63501</p>	<p>DELIVERY BY HAND Truman State University Purchasing Department 106 McClain Hall (corner of Franklin and Normal)</p>

Truman State University (Truman) is requesting proposals from qualified contractors to repair and maintain cooling towers located on its campus in Kirksville, Missouri. Proposals are to be delivered to the Purchasing Department at Truman until 2:00 PM CT, December 1, 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.

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 page must be submitted to notify Truman of your interest in this project and your plan to submit a proposal. This form is also required if you wish to receive (1) answers to questions regarding the RFP and (2) any RFP addenda. RFP addenda will be issued if there is a change to the specifications or closing date/time of this RFP.

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: _____

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PART I – OVERVIEW

Founded in 1867, Truman is Missouri’s only selective public liberal arts and sciences university. Truman’s Carnegie classification is Master’s Colleges and Universities (medium programs), and it offers 50 bachelor degree programs, 11 master degree programs and 67 minor programs. Truman is accredited by North Central Association of Colleges and Schools and The Higher Learning Commission. For the 25th year in a row, Truman was recognized as the number one public university in the Midwest Regional category in U.S. News & World Report’s "Best Colleges 2021".

Truman primarily serves full-time undergraduate degree seeking students in a residential environment. Over 86% are Missouri residents with the balance coming from other states and countries. Truman’s academic profile reflects talented scholars with 24 to 30 mid-range ACT composite scores, a high school grade point average of 3.75 and impressive extracurricular records. Over 90% of new freshmen graduated with a 3.25 grade point average and more than 75% ranked in the top 20% of their high school graduating class. In addition to being known as exemplary scholars, Truman students and alumni are known as contributors in their communities, creative problem solvers and goal-oriented professionals. More information about Truman is available at the following website: www.truman.edu. This RFP contains specific information that must be included in proposal responses.

PART II – SPECIFICATIONS AND CONTRACTOR REQUIREMENTS

Truman seeks a single contractor to provide all material, labor, tools, equipment, and services necessary to maintain and repair existing cooling towers associated with its chilled water cooling system. All work will be subject to the terms and conditions of these project documents. Truman will not be liable for any other additional costs including, but not limited to, taxes, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, or other charges associated with this project.

Before submitting a proposal, contractors are required to examine the site to 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 contractual agreement. No allowances will be made for any error or negligence on the part of the selected Contractor for not examining the site for existing conditions. Contractors can arrange an inspection of the job site Monday through Friday during normal University business days from 7:00 AM to 3:30 PM central time. All information is provided only for the assistance of the contractors and does not alleviate contractors from thoroughly examining the site conditions. Failure to review the site will not excuse the Contractor from performing the work as specified. No allowance will be made for any error or negligence on the part of the contractor for not inspecting the campus for existing conditions. If alterations to Truman’s facilities are necessary to support the contractor’s proposal(s), then those alterations should be recommended as part of the contractor’s submission. Appointments will be scheduled by calling the Physical Plant office at (660) 785-4200.

A. Project Requirements

The contractor will be required to adhere to the following project requirements:

1. Anticipated scope of work for Ophelia Parrish facility:
 - a. perform lock-out / tag-out safety procedures
 - b. replace the vibration switch in both cells
 - c. remove existing hanging sheet fill media, hangers, and supports in both cells
 - d. install new fiberglass fill supports in the cold water basin in both cells
 - e. install new 15mil PVC pack fill media with integral louvers and drift eliminators in both cells
 - f. replace the galvanized steel balance chamber in two (2) cells
 - g. remove locks and return cooling tower to owner for start-up

2. Anticipated scope of work for Magruder Hall facility:
 - a. perform lock-out / tag-out safety procedures
 - b. replace the vibration switch in both cells
 - c. remove existing hanging sheet fill media, hangers, and supports in both cells
 - d. install new fiberglass fill supports in the cold water basin in both cells
 - e. install new 15mil PVC pack fill media with integral louvers and drift eliminators in both cells
 - f. install new 15mil PVC pack separate drift eliminators in both cells
 - g. replace basin heaters and hubs with a quantity of two (2) 14kW heaters in each cell and confirm function
 - h. inspect fan shaft bearings and replace as needed
 - i. install new harness support system for tower ladders as needed
 - j. remove locks and return cooling tower to owner for start-up
3. All labor, tools, and materials necessary for the completion of the project will be furnished by the Contractor. All materials used will be new unless otherwise specified. Both materials and workmanship will be of the best quality and will be subject to the approval of the Physical Plant Director. All labor will be performed in a first-class, substantial, neat and workmanlike manner. All damage related to this project will be repaired by the Contractor, including any building damage, glass breakage, exterior and interior walls, floors and surrounding grounds. It is implied that the selected Contractor will make all parts come together in a neat and finished manner. The selected Contractor may contact the Physical Plant Director for additional details.
4. Warranty all products, materials, repairs and workmanship for not less than one (1) year.

B. Contractor Qualifications:

A contractual agreement will be awarded to a responsible contractor capable of performing the required work. Before award of a contractual agreement, a contractor must show it has the necessary equipment, facilities, experience, abilities, and financial resources to perform the work as specified. Contractors must submit the following information as evidence of their qualifications to deliver the projects required by this RFP (submit as Exhibit A: Contractor Qualifications):

1. Describe the contractor's experience in providing similar products and services to other clients.
2. Provide the name, title, address, phone number and email address of the contractor's primary contact.
3. Provide no less than five (5) customer references with contact, position, phone number and e-mail.

C. Scheduling Requirements

Work will begin upon award and an executed contractual agreement. Contractor will coordinate and schedule its work with Truman. Work will be completed by April 15, 2023.

D. Security for Faithful Performance

With the delivery of an executed contractual agreement, the contractor will furnish a surety bond or bonds as security for faithful performance of the contractual agreement and for the payment of all persons performing labor and furnishing materials in connection with the contractual agreement. The surety on such bond, or bonds, will be by duly authorized surety company satisfactory to Truman.

The bond will be in the amount of 100% of the contracted amount or in the amount of 25% of the contracted amount if in the form of an acceptable money order or cashier's check made payable to Truman State University. The performance security will be delivered to Truman along with the signed contractual agreement.

The performance bond is required as a guarantee that the contractor will fully and faithfully perform the work required by the contractual agreement. If the work is properly and punctually performed to Truman's satisfaction, then the full amount of the performance bond will be refunded to the contractor. If the work is not properly and punctually performed, then the amount of damages sustained by Truman will be retained, and the balance of the performance bond will be refunded to the contractor. In the event the amount of damages sustained by the Truman exceeds the amount of the performance bond, then the contractor will be liable to Truman for the excess amount.

E. Insurance Requirements

The contractor will purchase and maintain the following insurance policies:

1. Comprehensive General Liability: A broad form comprehensive general liability endorsement, or its equivalent, with a minimum limit of \$2,000,000 per occurrence.
2. Worker's compensation insurance as prescribed by the laws of the State of Missouri.

The contractor will provide Truman with certificates of insurance for all required policies within ten (10) days of award notification naming Truman State University as an additional insured party. Such certificates will provide that Truman be given at least 30 days prior written notice of any cancellation, intention to not renew, or material changes in these policies. Failure to provide, and continue in force, the insurance coverages required above will be deemed a material breach of the contractual agreement resulting in immediate termination of the contractual agreement. Presence of insurance coverage does not relieve the contractor of responsibilities or obligations assumed by the contractual agreement for which the contractor may be liable.

PART III –PROPOSAL, EVALUATION & AWARD

A. Preparation of Proposals

1. It will be the contractor's responsibility to ask questions, request changes or clarification, or otherwise advise Truman 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 proposing contractors regarding specifications, requirements, competitive procurement process, etc. must be directed to Truman, as indicated on the first page of the RFP. All formal inquiries for significant or material clarification or interpretation, or notification to Truman of errors or omissions relating to this RFP document must be submitted in writing and emailed to Laura Thrasher, Purchasing Buyer, at lthrasher@truman.edu. Submission of questions and subsequent responses will be issued as an addendum to all prospective contractors on file. No addenda will be issued later than 48 hours prior to the time and date scheduled for the receipt of responses except an addendum postponing or withdrawing the RFP. Every attempt will be made to ensure that the contractor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all contractors will be advised, via the issuance of an addendum to the RFP, of relevant information related to the RFP.
2. Before submitting a proposal, contractors should become thoroughly familiar with all conditions referred to in this document, and any addenda issued before the proposal submission date. Failure to do so will be at the contractor's risk. Such addenda will form a part of the RFP. It will be the contractor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date
3. 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.
4. Prices offered will remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices will be affirmed for the specified service agreement period.
5. Only Truman's written response(s) pertaining to this RFP, or an addendum, are valid.
6. Truman reserves the right to modify or cancel this RFP. Such action will be noted as an addendum.

B. Submission of Proposal and Award

1. A proposal submitted by a contractor must (a) include a signed RFP Proposal Certification executed by the contractor's duly authorized representative, (b) contain all information required by the RFP, (c) and be delivered to Truman no later than the exact opening time and date specified in the RFP.
2. A proposal may also be withdrawn or modified by the contractor provided requests are made in writing before the RFP opening date and time. Verbal requests to withdraw or modify a proposal will not be honored.
3. Proposal responses must be returned (with all necessary attachments) to Truman on or before 2:00 PM on Thursday, December 1, 2022. Proposals may be emailed, mailed or delivered in person to the addresses outlined on the first page of this RFP.
4. All data required herein in order for the contractor's proposal to be evaluated and considered for award must be submitted. Failure to submit such data will be deemed a cause for disqualification of a proposal from award consideration. Responses to this RFP should be submitted in the format specified. Proposals in any other format will be considered informal and may be rejected. Conditional proposals will not be considered.
5. Contents of any proposal, attachment, and explanation submitted in response to this RFP, except copyrighted material, will become the property of Truman. All copyrighted material must be clearly marked.
6. If your proposal contains any information you consider to be proprietary, you must place it in a separate envelope or file if e-mailed and mark it "Proprietary Information". Truman is the final authority as to the extent of material considered proprietary or confidential. Pricing information cannot be considered proprietary.
7. Truman reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when Truman

determines that it is in their best interest to do so. Truman also reserves the right to hold all proposals for a period of up to three (3) months after the opening date.

8. After the initial screening process, those contractors whose proposals are selected for further consideration may be asked to make a presentation to Truman's selection committee to answer questions in advance of the final selection. Contractors selected to make a presentation will be contacted to schedule a presentation. The person who will be directly responsible for servicing the account will be present at this presentation. Contractors are cautioned not to contact Truman employees concerning this RFP during the evaluation process.
9. Truman reserves the right to consider historic information and fact, whether gained from the contractor's proposal response, question and answer conferences, references, or any other source, in the evaluation process. Truman reserves the right to take such steps as it deems necessary to determine the ability of a contractor to perform the work, and each contractor will furnish to Truman such information and data for this purpose as it may request. Truman reserves the right to reject any proposal response where an investigation, or consideration of the information submitted by such contractor, does not satisfy Truman that the contractor is qualified to properly carry out the terms of these specifications. It is the contractor's sole responsibility to submit information related to the evaluation categories, and Truman is under no obligation to solicit such information if it is not included with the contractor's proposal response. Failure of the contractor to submit such information may cause an adverse impact on the evaluation of the contractor's proposal. Pursuant to Section 610.021 RSMo, proposals will not be available for public review until after a contractual agreement is executed or all proposals are rejected. Truman will notify RFP respondents of the contractor whom has been selected to perform these services. Any award protest must be received within 10 days after the date of notification of award in accordance with the statute.

D. Proposal Opening

1. Proposal openings are public on the opening date and time specified on the RFP document. Only the names of the RFP respondents will be read at the opening. Proposal content will not be disclosed.
2. It is the contractor's responsibility to deliver the proposal to Truman by the opening date and time.
3. Proposals not received by Truman by the opening date and time will be late. Regardless of the degree of lateness or the reason, including causes beyond the contractor's control, late proposals will not be opened.

F. Evaluation / Award

1. Any clerical error, apparent on its face, may be corrected by Truman before the contractual agreement award. Upon discovering an apparent clerical error, Truman will contact the contractor and request written clarification of the intended proposal. The correction will be made in the notice of award. Examples of apparent clerical errors are: (a) misplacement of a decimal point and (b) obvious mistake in designation of unit.
2. Any pricing information submitted by a contractor, but not reflected on the pricing page, will be subject to evaluation if deemed to be in Truman's best interest.
3. Awards will be made to the contractor whose proposal complies with the requirements of the RFP as outlined in Part II, and is the lowest and the best proposal considering:
 - a. Contractor qualifications, prior experience and demonstrated ability, performance record and quality of work.
 - b. Customer references and recommendations based on similar engagements.
 - c. Pricing for all aspects of the requirements specified in this RFP (submit as Exhibit B: Pricing).
 - d. All other evaluation criteria specified in the RFP and any subsequent negotiations.
4. In the event all RFP respondents fail to meet the same mandatory requirement in an RFP, Truman reserves the right, at its sole discretion, to waive that requirement for all proposals and to proceed with the evaluation.
5. Truman reserves the right to waive any minor irregularity or technicality found in any individual proposal.
6. Negotiations may be conducted with those contractors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there will be no disclosure of any information submitted by competing contractors.
7. Any award of a contractual agreement will be made by written notification from Truman to the contractor. Truman also reserves the right to make multiple awards.
8. Truman reserves the right to request written clarification of any portion of a contractor's response in order to verify intent. However, contractors are cautioned their response may be accepted without further clarification.
9. Missouri Preference Executive Order: Proposals are being sought from Missouri and out-of-state companies. As a public institution, Truman must follow State of Missouri rules and regulations regarding the procurement of services. Executive Order 03-27 states Missouri state government agencies will 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 if products generated from out of state. This economic impact may include the revenues returned to the state through tax revenue obligations. Contractors must provide the following information as it relates to this RFP:

- a. 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.
- b. A description of the economic impact returned to the State of Missouri through tax revenue obligations.
- c. A description of the contractor's economic presence with the State of Missouri (e.g., type of facilities: sales office; sales outlets; divisions; manufacturing; warehouse; other including Missouri employee statistics).
- d. If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the contractor must disclose such fact and provide details with their proposal.
- e. MBE/WBE Certification. In accordance with Executive Order 98-21, contractors are encouraged 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 issued by the Missouri Offices of Administration and 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 outline your contractor's qualification in the proposal response.

PART IV – CONTRACTUAL AGREEMENT

A. General Terms and Conditions

1. By submitting a proposal, the contractor 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.
2. The contractual agreement between Truman and the contractor will consist of (1) RFP and any addendums thereto, and (2) the proposal submitted by the contractor 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 relationship in writing with the concurrence of the contractor and such written clarification will govern in case of conflict with the applicable requirements stated in this RFP or the contractor's proposal response. In all other matters not affected by the written clarification, if any, the RFP will govern. The contractor is cautioned that its proposal will be subject to acceptance by Truman without clarification.
3. 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 contractual agreement and/or purchase order.
4. The contractual agreement expresses the complete agreement of the parties and performance will be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal addendum signed and approved by and between the duly authorized representatives of the contractor and Truman or by a contractual agreement change order prior to the effective date of such modification. The contractor 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 addendum/change order to the contractual agreement.
5. The contractor will not sell, convey, transfer, mortgage or assign any interest in the contractual agreement, either in whole or in part, nor any of its rights, title, interest or privilege without Truman's prior written consent.
6. Neither party will be held responsible for any losses resulting if the fulfillment of any terms or provisions of this agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.
7. The parties to this agreement stipulate that Truman State University and Truman State University Foundation, their departments, agencies, boards and commissions will be indemnified and held harmless by the contractor for the vicarious liability of Truman as a result of entering into this agreement. However, the parties further agree that Truman, its departments, agencies, boards and commissions will be responsible for their own negligence. Each party to this agreement is responsible for their own negligence.
8. The contractor represents itself to be an independent contractor offering such services to the general public and will not represent itself or its employees to be an employee of Truman. The contractor 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 Truman against all loss; cost (including attorney fees); and damage of any kind related to such matters.

B. Applicable Laws and Regulations

1. The contractual agreement will be construed according to the laws of the State of Missouri. The contractor will comply with all local, state, and federal laws and regulations related to the performance of the agreement.
2. To the extent that a provision of the contractual agreement is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions will be void and unenforceable. The balance of the contractual agreement will remain in force unless terminated by consent of both the contractor and Truman.
3. As a public institution, Truman must follow State of Missouri rules and regulations regarding the procurement of services. Data obtained through this consulting process must be handled as confidential and may not be shared with other contractors who may want to do business with Truman without Truman's prior written approval. Any future business with Truman will be obtained through a proposal process.
4. 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.
5. 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.
6. In connection with the furnishing of equipment, supplies, and/or services under the contractual agreement, the contractor will comply with all applicable requirements of the Americans with Disabilities Act (ADA).
7. 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 contractor agrees to comply with Chapter 290, Revised Statutes of Missouri, which concerns the payment of prevailing wages on public works. [The State of Missouri, Division of Labor Standards Annual Wage Order No. 29, Section 001, Adair County, Annual Incremental Wage Increase](#), effective June 13, 2022, will be part of any contractual agreement. Not less than the prevailing hourly rate of wages determined by the Division will be paid by the contractor. 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 contractual agreement by the contractor. Contractor will provide Truman with certified payroll records and a prevailing wage affidavit prior to or with an approved invoice for work performed.

C. Conflict of Interest

1. Truman's officials and employees, 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.
2. Contractors agree they presently have no interest and will not acquire any interest, directly or indirectly, which would conflict in any manner with the performance of the services hereunder. Contractors further agree that no person having any such known interest will be employed, directly or indirectly, in the contractual agreement.
3. Contractors will not provide any pre-requisites, favors, or gifts to Truman employees intended to curry favor with specific persons or which incur expenses to be borne by Truman. Contractors will not attempt to gain appreciation from any group of employees other than providing the highest quality services possible.

D. Remedies and Rights

1. No provision in the contractual agreement will be construed as a waiver by Truman of any existing or future right and/or remedy available by law in the event of any claim by Truman of the contractor's default or breach of the contractual agreement.
2. The contractor agrees and understands that the contractual agreement will constitute an assignment by the contractor to Truman 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 contractual agreement with Truman.

E. Cancellation

1. In the event of material breach of contractual obligations by the contractor, Truman may cancel the contractual agreement. At its sole discretion, Truman may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The cure must be completed within 10 working days from notification.
2. If the contractor fails to cure the breach, or if circumstances demand immediate action, Truman will issue a notice of cancellation terminating the contractual agreement immediately.

3. If Truman cancels the contractual agreement for breach, Truman reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contractual agreement from other sources and upon such terms and in such manner as Truman deems appropriate and charge the contractor for any costs incurred.
4. The contractor agrees that funds required to fulfill the contractual agreement must be appropriated by the Missouri General Assembly for each fiscal year included in the contractual agreement term. The contractual agreement will not be binding on Truman for any period in which funds have not been appropriated, and Truman will not be liable for any costs associated with termination caused by lack of appropriations.
5. Upon filing for 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 Truman immediately. Truman reserves the right to either cancel the contractual agreement or affirm the contractual agreement and hold the contractor responsible for damages.

F. Invoicing and Payment

1. Upon receiving a request for payment, Truman will inspect for quality of work and damage to facilities. Truman will provide written acceptance or list of requirements to make work acceptable prior to payment.
2. Each invoice will include a detailed description of the products and/or services provided. In the event the project is subject to Missouri Prevailing Wage Law (HB 1729), then a payroll report detailing labor costs by employee must be submitted with each invoice where labor costs are included. Truman prefers invoices be delivered by email to procurement@truman.edu. Subcontractor payments will be the responsibility of the contractor, not Truman.
3. Truman does not pay state or federal taxes unless otherwise required under law or regulation.
4. Payment for all equipment, supplies, and/or services required herein will be made in arrears. Truman will not make any advance deposits unless specifically addressed in the contractual agreement.
5. Truman assumes no obligation for equipment and/or services provided in excess of the quantity ordered. Any unauthorized quantity is subject to Truman's rejection and will be returned at the contractor's expense.
6. Verbal change orders will not be acknowledged. All change orders will be performed in writing to Truman.
7. Invoices for services purchased by Truman will be subject to late charges provided in Section 34.055 RSMo.

G. Communication, Notices and Documentation

1. Any written notice to the contractor will be deemed sufficient when deposited in the United States mail postage prepaid, emailed by an authorized Truman representative, or hand-carried and presented to an authorized employee of the contractor at the contractor's address listed in the contractual agreement.
2. Materials developed or acquired by the contractor as a requirement specified in the contractual agreement will become Truman property. Materials that may reveal names or identification numbers of individuals or corporate entities, if not returned to Truman, must be destroyed to keep such information confidential. No materials prepared, as required by the contractual agreement, will be released to the public without Truman's written consent.
3. All books, accounts, reports, and other reports relating to this agreement will be subject to inspection and audit by the Truman State University Board of Governors or Truman's external auditor for five (5) years after completion of this agreement. Contractor will deliver such records to Truman upon request.

PART V: TRUMAN STATE UNIVERSITY PROPOSAL CERTIFICATION

The contractor certifies it is authorized to obligate the represented contractor and further agrees with all terms, conditions, and requirements of Truman’s request for proposal (RFP). The contractor further certifies the responses and resulting proposal to Truman’s RFP are true and accurate.

In submitting a response to Truman’s RFP, the contractor understands that Truman retains the right to reject any and all proposals and to waive irregularities and informalities therein, and to award the contractual agreement in the best interests of Truman. It is also understood that proposals may not be withdrawn for a period of 30 days after the date and time set for the receipt of proposals. The contractor hereby affirms:

- (1) That I am the contractor (if the contractor is an individual), a partner in the contractor (if the contractor is a partnership), or an officer or employee of the contractor having authority to sign on its behalf (if the contractor is a corporation);
- (2) 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 RFP designed to limit independent competition;
- (3) That the contents of the proposal has not been communicated by the contractor or its employees or agents to any person not an employee or agent of the contractor or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and
- (4) That the contractor has fully informed itself regarding the accuracy of the statements made in their/its response.
- (5) The contractor is registered with and maintains good standing with the Secretary of State of Missouri, as may be required by law or regulation.
- (6) The undersigned certifies that the contractor (check one) _____ IS or _____ IS NOT currently debarred, suspended, or proposed for debarment by any federal or state entity. The undersigned agrees to notify Truman of any change in this status, should one occur, until such time as an award has been made under this procurement action.

In compliance with this RFP document, Project No. SP23-21 Cooling Tower Maintenance, and after carefully reviewing all the terms, conditions, and requirements contained therein, the undersigned agrees to furnish such services in accordance with the specifications of this RFP.

Authorized Signature

Date

Print Name

Title

Company

Federal Tax ID No.

Address

Telephone Number

Email

Website

EXHIBIT A: CONTRACTOR QUALIFICATIONS

1. Describe the contractor's experience in providing similar products and services to other clients.
2. Provide the name, title, address, phone number and email address of the contractor's primary contact.
3. Provide no less than five (5) customer references with contact, position, phone number and e-mail.

EXHIBIT B: PRICING

1. Provide a written and detailed price quote for all aspects of the requirements specified in this RFP.
2. The aforementioned quote should contain a description the products used in the completion of the project(s) specified in this RFP including, but not limited to, brand name, technical specifications and any applicable warranties.