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**REQUEST FOR PROPOSALS (RFP) – MARCH 19, 2024**  
**PROJECT SP24-09 WATER TREATMENT SERVICES**

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

<p align="center"><b>SUBMITTAL DEADLINE</b>          2:00pm Central Time          Thursday, April 4, 2024</p>	<p align="center"><b>SUBMIT</b>          One (1) Electronic copy via thumb drive          or email to <a href="mailto:lthrasher@truman.edu">lthrasher@truman.edu</a></p>
<p align="center"><b>DELIVERY BY MAIL</b>          Truman State University          Attn: Laura Thrasher, 106 McClain Hall          100 East Normal Ave          Kirksville, MO 63501</p>	<p align="center"><b>DELIVERY BY HAND</b>          Truman State University          Purchasing Department          106 McClain Hall          (corner of Franklin and Normal)</p>

Truman State University (Truman) is requesting proposals from qualified vendors to provide a full service, comprehensive water treatment program for Truman’s heating, ventilation, and air conditioning (HVAC) systems located on its campus in Kirksville, Missouri. Proposals are to be delivered to the Purchasing Department at Truman until 2:00 PM CT, April 4, 2024, at which time the names of those vendors 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 selective public liberal arts and sciences university. Truman offers 48 bachelor degree programs, 11 master degree programs, 68 minor degree programs and 4 certificate programs. Truman is accredited by North Central Association of Colleges and Schools and The Higher Learning Commission. Truman has been recognized as the number one Midwest Regional public university in U.S. News & World Report’s "Best Colleges" publication for 25 consecutive years.

Truman primarily serves full-time undergraduate degree seeking students in a residential environment. Over 85% 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 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](http://www.truman.edu).

### PART II – SPECIFICATIONS AND VENDOR REQUIREMENTS

Truman seeks a single vendor to provide a full service, comprehensive water treatment program for the HVAC systems located on Truman’s campus. This RFP contains specific information that must be addressed in the vendor’s proposal response. These specifications will ensure the vendor furnishes the highest quality personnel, products, and service to Truman’s campus community. This RFP, and any subsequent addenda, constitute the complete set of service requirements. Any communications regarding service requirements should be directed to Truman’s buyer referenced in this RFP. It is the vendor’s responsibility to ensure any request for information is received by Truman’s buyer.

Unless specifically stated in the RFP, all specifications constitute minimum requirements. All proposals must meet or exceed the stated service requirements. Unless specifically stated and allowed, all pricing submitted in response to this RFP is firm and fixed. Before submitting a proposal, vendors are required to examine the site(s) to satisfy themselves as to the existing conditions under which they will be obliged to perform. No allowances will be made for any error or negligence on the part of the selected vendor for not examining the site for existing conditions. Failure to review the site will not excuse the vendor from performing the work as specified. Vendors may schedule an appointment to inspect the site(s) by contacting the Physical Plant office at (660) 785-4204.

#### A. Testing and Reporting

At the conclusion of each monthly service visit, the vendor will submit an electronic report via email to a designated Truman staff member. Acceptable control parameters for condenser water, spray water and chilled/hot water systems will be established by the service report and/or testing laboratory report for each visit that will at a minimum include:

1. Control Range of all treatment chemicals
2. Each systems potential of hydrogen (pH), makeup water pH and recommended control range of pH.
3. Each system’s conductivity, makeup water conductivity and recommended control range conductivity.
4. Makeup water total alkalinity.
5. Cooling tower / spray water total hardness, makeup water total hardness.
6. Water softener effluent total hardness.
7. Water softener and makeup water chlorides.
8. Corrosion and/or Scale inhibitor concentration and recommended control range for each system consistent with manufacturer’s recommendations.

9. Any additional on-site analysis.
10. Samples submitted for laboratory testing.
11. Provisions for laboratory reference reporting.
12. Treatment equipment condition and any repairs made or necessary.
13. Treatments applications performed.
14. Signature of on-site log by both the vendor and a Truman Physical Plant representative.

**B. Performance**

The vendor will advise Truman when annual inspections are made of condensers and spray water systems. The vendor’s program must deliver adequate corrosion inhibition for all treated systems and relevant metals. The vendor will maintain the existing corrosion coupon racks, changing the relevant coupons on 90-day intervals during the operational periods of the systems. The vendor will maintain the following minimum corrosion protection:

System	Metal	Maximum Corrosion Rate in mils per year
Cooling Towers	Mild Steel	2
	Copper	0.5
	Galvanized Steel	3
Closed Loops	Mild Steel	0.75
	Copper	0.1
Steam Boilers	Steel (Tubes, not coupons)	No observable pitting

The vendor’s antimicrobial products must maintain the cooling tower and closed systems free of microbial growth as periodically identified by visual inspection and culturing. Cooling tower testing, adjusting and balancing (TAB) must not exceed 10<sup>3</sup> colony forming unit per milliliter (CFU/mL). At no time will there be excessive visible algae growth in the towers, as evaluated by Truman staff.

If Truman observes any problems with the water treatment equipment between normal service inspections, Truman will notify the vendor. The vendor will send a service technician to correct the problem at no additional expense to Truman.

The vendor must provide documentation that chemical treatments are approved and as applicable registered by appropriate regulatory agencies. The vendor will make all such notifications to Truman in writing. There will be no violation of disposal into sewer systems.

**C. Equipment**

Truman currently owns all of the treatment related equipment at each location. Should this equipment not meet the requirements of the awarded vendor, the proposal should include the cost of replacement equipment as a separate cost. Any new equipment installed by the selected vendor will become the property of Truman.

Should any treatment related equipment fail or require repair, the repair or replacement of the equipment as well replacement loop filters will be quoted by the vendor at an additional charge to Truman. All repair or replacement of the equipment, as well replacement loop filters, must be approved by the Physical Plant Director prior to repair or replacement. Should any equipment be found not functional at the time of service, it will be the vendor’s obligation to either make repairs immediately or to provide temporary equipment to properly maintain treatment while the repairs are made or until the equipment is replaced. At no time will any system on the campus be operated without proper chemical feed and conductivity control. Should any repair require the shutdown of a system, the vendor must coordinate the shutdown with the Physical Plant Director.

**D. Condenser Water and Spray Water Systems**

The vendor will provide an effective chemical program to control corrosion, prevent scale formation and prevent microbiological growth. The microbiological program will consist of three distinct micro biocides to be added alternately in slug dosage or via biocide feed systems.

### E. Biocides

As a minimum, the antimicrobial program will include:

1. Multifunction Bio dispersant.
2. A stabilized bromine at least 7% active.

**\*NO CHLORINE, HYPOCHLORITE OR GLUTERALDEHYDE WILL BE USED AS BIOCIDES\***

### F. Condenser Scale and Corrosion Inhibitor

The cooling tower / condenser scale and corrosion inhibitor will be at least a phosphonate, and polyacrylate blend with azole. This program will be inorganic phosphate free.

Parameter	Control Limit
Cycles of Concentration, as control by Conductivity with Hard Water Makeup	4 -5.5 cycles 800 - 1200 micro Siemens Maximum Total Hardness: 550
Phosphonate	5-10 parts per million (ppm)
Triazole	2-4 ppm

### G. Chilled/Hot Water Boiler Systems

The vendor will provide suitable scale and corrosion inhibitors to provide protection of iron, steel, copper and brass. Closed chill water scale and corrosion inhibitor will be a nitrite / triazole blend. Product must have the following minimum characteristics:

Parameter	Control Range
Nitrite	1000 – 1400 ppm
pH	9.5 - 11
triazole	10-20 ppm

Closed loop systems will be periodically cultured for bacterial contamination. It will be standard practice that any time a loop requires the addition of inhibitor, biocide at the appropriate dosage will be added as well.

### H. Steam Boiler Systems

The water treatment service vendor will provide suitable scale and corrosion protection for the steam boilers and their related condensate and feed water systems. In any location wherein steam is used for direct injected humidification, appropriate measures will be taken to provide adequate pH control while maintaining the concentration of amine in the humidification steam. The treatment will be at a minimum based on the following parameters:

Parameter	Control Limit
Cycles of Concentration, as control by Conductivity with Hard Water Makeup	9-15 Makeup water cycles, 3000 – 4500 micro Siemens
P-Alkalinity	300 – 600 ppm
Sulfite	40 – 60 ppm
Polyacrylate Dispersant, as part of internal treatment blend	15 – 30 ppm active polymer
Condensate pH	8 – 9

### I. Offline System Storage

Steam boiler systems that are shut down for the duration of the cooling season are to be wet stored by the vendor. The vendor must utilize either a vapor phase storage inhibitor package or high dosages of conventional treatment products. Any boilers stored using conventional treatment will be fired once every four to six weeks by Truman and will then be sampled and tested by the vendor. Any adjustments to the storage chemistry will be made at this time. Boilers stored using a vapor phase inhibitor will not require periodic firing, but still must be tested at a minimum of two times during the storage period.

Condensers that will not be operated during the heating season will also be stored. The vendor must coordinate with Truman staff so that the proper storage dosages of inhibitor can be added to the condenser when it is taken offline. The condenser must be completely filled at this time to ensure complete and proper protection. Truman may remove the end plate/ bells of the condenser and allow it to stand dry and empty until needed. If this is the case, no action on the part of the vendor will be required. This will be done solely at Truman's discretion.

#### **J. Servicing Requirements**

All treated cooling tower systems will be tested once per month and treated accordingly during the cooling season. All cooling towers that are not drained for winter will require at least once per month service to prevent a void in treatment during warmer winter periods. All closed systems will be tested and treated at least once per month. All steam/hot water boiler systems will be tested and treated at least once per month. All water softener systems will be tested at least once per month.

All systems will be tested on the job site and the necessary treatments made at that time. Failure To Inspect Each Facility According To Schedule And / Or Failure To Timely Report Same Will Constitute Breach Of Contract.

#### **K. Qualifications:**

The vendor must be active in the field of on-site full service programs as defined by the scope of the specifications and in documentation that it has operated a full service program no less than ten (10) years. A minimum of five (5) references currently operating under a full service program are required. Truman reserves the right to check additional customers and past customers, whether provided as references or not, in order to obtain a complete profile of the vendor's ability to provide the specified services and their reliability in providing these services.

The vendor must operate a qualified laboratory equipped with the instrumentation for water analysis and have qualified personnel who are experienced specifically under the guidelines of the Environmental Protection Agency. Further, the vendor must be able to provide, from the laboratory, information regarding what Quality Assurance and Quality Control programs are in effect.

The vendor will designate one individual as the primary contact for service and consulting needs. The primary contact and/or their direct supervisor must have at least ten (10) years' experience in industrial / commercial water treatment. The site-level service technician must also have at least five (5) years of water treatment experience.

Only qualified service personnel will inspect, analyze and service all systems. The vendor will provide all labor, chemicals, and adequate testing to properly treat and verify treatment of all systems. The vendor will be responsible for the installation, adjustment and maintenance support for all of the Truman's chemical feeding equipment. Product Specifications And Material Safety Data Sheets Must Be Posted At Each Installation Site.

Truman will not accept any proposal wherein Truman is required to handle or order any treatment chemicals in any quantity or packaging. Furthermore, Truman personnel will not be required to sample, test or treat any of the systems under this contract. The vendor, without exception, will perform all delivery, handling, application, sampling and testing. Truman reserves the right to sample, test or treat any of the systems under this contract, if it is beneficial to continued operation and protection of our equipment and/or water systems.

Absolutely no containers of chemical not currently being used, except chemicals under the feed pumps, are to be delivered, received or stored within any of the facilities of the Truman. This means that treatment service person must anticipate need and replenish supply as required when on-site to ensure no void in treatment schedule. Overflow or spillage must be cleaned from tank, pumps, floors, etc. immediately as occurring and trash or waste properly disposed of by the vendor.

Vendors must submit the following information as evidence of their qualifications to deliver the projects required by this RFP (submit as Exhibit A: Vendor Qualifications):

1. Provide the name, title, address, phone number and email address of the vendor's primary contact.
2. Provide five (5) customer references with contact, position, phone number and e-mail.

#### **L. Insurance Requirements**

The vendor 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 vendor will provide Truman with certificates of insurance for all required policies within ten (10) days of award notification naming Truman 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 vendor of responsibilities or obligations assumed by the contractual agreement for which the vendor may be liable.

## **PART III –PROPOSAL, EVALUATION & AWARD**

### **A. Preparation of Proposals**

1. It will be the firm'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 firms 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](mailto:lthrasher@truman.edu). Submission of questions and subsequent responses will be issued as an addendum to all prospective firms 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 firm receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all firms will be advised, via the issuance of an addendum to the RFP, of relevant information related to the RFP.
2. Before submitting a proposal, firms 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 firm's risk. Such addenda will form a part of the RFP. It will be the firm'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 vendor must (a) include a signed RFP Proposal Certification executed by The vendor'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 vendor 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, April 4, 2024. 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 vendor'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 vendors 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. Vendors 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. Vendors 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 vendor'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 vendor to perform the work, and each vendor 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 vendor, does not satisfy Truman that the vendor is qualified to properly carry out the terms of these specifications. It is the vendor'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 vendor's proposal response. Failure of The vendor to submit such information may cause an adverse impact on the evaluation of the vendor'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 vendor 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 vendor'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 vendor'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 vendor 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 Vendor, 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 vendor whose proposal complies with the requirements of the RFP as outlined in Part II, and is the lowest and the best proposal considering:
  - a. Vendor qualifications including prior experience, demonstrated ability, performance record, quality of work, and five (5) customer references and recommendations based on similar engagements (submit as Exhibit A: Qualifications).
  - b. Pricing for all aspects of the requirements specified in this RFP (submit as Exhibit B: Pricing).
  - c. 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 vendors 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 vendors.
7. Any award of a contractual agreement will be made by written notification from Truman to The vendor. Truman also reserves the right to make multiple awards.
8. Truman reserves the right to request written clarification of any portion of a Vendor's response in order to verify intent. However, vendors 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 vendors. 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. Vendors 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 vendor'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 vendor must disclose such fact and provide details with their proposal.
  - e. MBE/WBE Certification. In accordance with Executive Order 98-21, vendors 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 vendor's qualification in the proposal response.

## **PART IV – CONTRACTUAL AGREEMENT**

### **A. General Terms and Conditions**

1. By submitting a proposal, the vendor 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 vendor will consist of (1) RFP and any addendums thereto, and (2) the proposal submitted by the 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 relationship in writing with the concurrence of the vendor and such written clarification will govern in case of conflict with the applicable requirements stated in this RFP or The vendor's proposal response. In all other matters not affected by the written clarification, if any, the RFP will govern. The vendor 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 vendor 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 vendor and Truman or by a contractual agreement change order prior to the effective date of such modification. The vendor 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 initial term of the contractual agreement will commence on July 1, 2024 and extend through June 30, 2025. The contractual agreement will have renewal options for five (4) additional one (1) year periods, with the last available renewal period commencing on July, 1, 2028 and ending on June 30, 2029. Either party to the contractual agreement may choose to not exercise a renewal term by giving the other party written notice at least sixty (60) days prior to the end of the current contractual term
6. The vendor 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 written consent.
7. 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.



8. 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 vendor 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.
9. The vendor 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 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 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 vendor 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 vendor 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 vendors 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 vendor 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 vendor 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 vendor 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 vendor 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. 30, Section 001, Adair County, Annual Incremental Wage Increase](#), effective June 13, 2023, 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 vendor. Vendor 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 vendor. Vendor 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. Vendors 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. Vendors further agree that no person having any such known interest will be employed, directly or indirectly, in the contractual agreement.
3. Vendors 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. Vendors 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 vendor's or breach of the contractual agreement.
2. The vendor agrees and understands that the contractual agreement will constitute an assignment by The vendor to Truman of all rights, title and interest in and to all causes of action that The vendor 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 vendor in the fulfillment of the contractual agreement with Truman.

#### **E. Cancellation**

1. In the event of material breach of contractual obligations by the vendor, Truman may cancel the contractual agreement. At its sole discretion, Truman may give the vendor 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 vendor 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 vendor for any costs incurred.
4. The vendor 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 vendor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the vendor must notify Truman immediately. Truman reserves the right to either cancel the contractual agreement or affirm the contractual agreement and hold the vendor 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](mailto:procurement@truman.edu). Subcontractor payments will be the responsibility of the vendor, 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 vendor'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 vendor 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 vendor at the vendor's address listed in the contractual agreement.
2. Materials developed or acquired by the vendor 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. Vendor will deliver such records to Truman upon request.

**PART V: TRUMAN STATE UNIVERSITY PROPOSAL CERTIFICATION**

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

In submitting a response to Truman’s RFP, The vendor 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 vendor hereby affirms:

- (1) That I am The vendor (if The vendor is an individual), a partner in The vendor (if The vendor is a partnership), or an officer or employee of The vendor having authority to sign on its behalf (if The vendor r is a corporation);
- (2) That the proposal has been arrived at by The vendor independently, and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other Vendor 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 vendor or its employees or agents to any person not an employee or agent of The vendor 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 vendor has fully informed itself regarding the accuracy of the statements made in their/its response.
- (5) The vendor 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 vendor (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. SP24-09 Water Treatment Service, 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

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
Federal Tax ID No.

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Website

**EXHIBIT A: QUALIFICATIONS**

1. Provide the name, title, address, phone number and email address of the vendor's primary contact.
2. Provide 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.