



Truman State University
Attention: Laura Thrasher, Buyer
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REQUEST FOR PROPOSALS (RFP) – MARCH 28, 2024
PROJECT SP24-16 PERSHING BUILDING REPLACEMENT GYMANSIUM FLOOR

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

SUBMITTAL DEADLINE 2:00pm Central Time Thursday, April 18, 2024	SUBMIT One (1) Electronic copy via thumb drive or email to lthrasher@truman.edu
DELIVERY BY MAIL Truman State University Attn: Laura Thrasher, Buyer 100 East Normal Ave Kirksville, MO 63501	DELIVERY BY HAND Truman State University Purchasing Department 106 McClain Hall (corner of Franklin and Normal)

Truman State University (Truman) is requesting proposals from qualified vendors to provide a replacement gymnasium floor on Truman's campus. Proposals are to be delivered to the Purchasing Department at Truman until 2:00 PM CT, April 18, 2024, at which time the names of those vendors 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: _____

TABLE OF CONTENTS

Intent to Respond	1
Part I – Overview	2
Part II – Specifications, Requirements and Options	2
Part III – Proposal Evaluation and Award	5
Part IV – Contractual Agreement.....	8
Part V – Truman State University Proposal Certification.....	11
Part VI - Exhibits:	
A: Truman’s Gymnasium & Location	12
B: Vendor Prepared Product Description	15
C: Vendor Prepared Qualifications.....	15
D: Vendor Prepared Pricing Schedule	15

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.

PART II – SPECIFICATIONS, REQUIREMENTS AND OPTIONS

Truman seeks a single vendor to furnish all materials, labor, tools, equipment, and service necessary for the replacement of gymnasium flooring and wall base located in the Pershing Building on Truman’s campus in Kirksville, Missouri. This RFP contains specific information that must be addressed in the vendor’s proposal response. This RFP, and any subsequent addenda, constitute the specifications and requirements for this project. Before submitting proposals, each vendor is encouraged to examine the job site to satisfy themselves as to the existing conditions under which they will be obligated to perform. Inspection of the job site may be scheduled by contacting Truman’s buyer referenced on the first page of this RFP. In addition, all communications regarding specifications and requirements should be directed to Truman’s buyer referenced in this RFP, and it is the vendor’s responsibility to ensure any request for information is received by Truman’s buyer. All information is provided only for the assistance of responding vendors and does not alleviate the vendor from thoroughly examining the site conditions.

A. General Scope:

1. 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 installation is to be performed per the manufacturer’s written recommendations. Instructions are to be seen on site.
2. Refer to Exhibit A: Truman’s Gymnasium & Location for approximate dimensions, site pictures and location.
3. The selected vendor is required to schedule a preconstruction meeting before starting installation, at a time convenient to Truman, to discuss any issues that could impact progress, access to the area, and scheduling.

B. Required Specifications

Unless specifically stated in the RFP, the following specifications constitute the minimum requirements for this project. Additions or enhancements, along with their associated costs, should be clearly delineated as optional in the vendor’s proposal:

1. Project Schedule:
 - a. Estimated Project Start Date: May 20, 2024
 - b. Required Project Completion Date: July, 30, 2024

2. Demolition:
 - a. Demolish and remove existing gymnasium floor and subfloor only to the extent required for new construction.
 - b. Comply with hauling and disposal regulations of authorities having jurisdiction.
 - c. Maintain existing utilities and protect them against damage during demolition.
 - d. Schedule demolition so as not to interfere with Truman's operations.
 - e. Provide temporary barriers to protect against injury and damage to the construction area.
3. Replacement Flooring:
 - a. Resilient Athletic and Sports Flooring
 - i. Samples for verification: For each type, color, and pattern of flooring indicated, provide samples of same thickness and material indicated for the work.
 - ii. Where material options exist, Truman reserves the right to make final materials selections.
 - b. Materials:
 - i. Athletic flooring: Rubber wear layer, shock-absorbent layer. All materials used will be new and fresh, and both materials and workmanship will be of the best quality.
 - ii. Field constructed products will not be accepted.
 - iii. Manufacturer will be the International Organization for Standardization (ISO) 9001 and ISO 14001 certified to assure proper quality and environmental control.
 - iv. Thickness: Minimum 8 millimeters (mm) total.
 - v. Color and Pattern: As selected by Truman from manufacturer's standard samples.
 - vi. Provide information to show conformance to standards including, by not limited to, the standard antifungal product test (ASTM G21) for determining fungal resistance of plastics and polymeric materials.
 - vii. Underlayment as recommended by resilient athletic flooring manufacturer.
 - viii. Game Line Paint and Primer: As approved by the resilient athletic flooring manufacturer.
 - c. Accessories:
 - i. For each type of product indicated. Include resilient floor base and accessories.
 - ii. Leveling and Patching Compound: Latex-modified, hydraulic-cement based formulation approved by flooring manufacturer.
 - iii. Adhesives: Water resistance type recommended by manufacturer for existing substrate and conditions.
 - iv. Perimeter wall base: Install a rubber cove wall base appropriate to flooring selected, adhesives as recommended by manufacturer (minimum 4 inch height; 6 inch height preferred).
 - v. Evaluate existing equipment sleeves and cover plates. Provide separate pricing to provide and install new sleeves and cover plates as necessary.
4. Shipping and Delivery:
 - a. The vendor will deliver material in original packages and containers, with seals unbroken, bearing manufacturer's labels indicating brand name.
 - b. The vendor will store materials to according to the manufacturer's instructions to prevent deterioration.
 - c. The vendor will make provision to deliver the flooring and all associated hardware to Truman's campus.
 - d. Flooring components will be delivered by truck to a location nearest to the site accessible by roads. Hauling permits and freight charges are the responsibility of the vendor.
 - e. The vendor will notify Truman in advance of the flooring components expected arrival.
 - f. Truman will not be responsible for lost or damaged materials or components during transportation.
5. Installation:
 - a. Examination:
 - i. It is the vendor's responsibility to ensure the site conditions are acceptable for the installation of the indoor resilient athletic flooring. Beginning installation means acceptance by the vendor of existing conditions.
 - ii. The vendor will examine substrates for compliance with requirements for installation tolerances, moisture content, and other conditions affecting performance of the work.
 - iii. The vendor will verify that finishes of substrates comply with tolerances and other requirements specified and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
 - iv. Proceed with installation only after unsatisfactory condition have been corrected.

- b. Preparation:
 - i. Prepare substrates according to manufacturer's written recommendations to ensure adhesion of flooring.
 - ii. Verify that substrates are dry and free of curing compounds, sealants, and hardeners.
 - iii. Perform potential of hydrogen (pH) testing according to American Society for Testing and Materials (ASTM) F 710. Proceed with installation only if pH readings are not less than 7.0 and not greater than 8.5.
 - iv. Moisture Testing: Perform anhydrous calcium chloride test, ASTM F1869. Proceed with installation only after substrates have maximum moisture-vapor emission rate of three pounds (3lbs) of water/1000 square feet (1.36 kilogram of water/92.9 square meter) in 24 hours.
 - v. Perform tests so that each test area does not exceed 200 square feet (18.6 square meters, and perform no fewer than two (2) tests in each installation area.
 - vi. Report all field tests results in writing to owner prior to installation
 - vii. Remove substrate coating and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using methods recommended by the product manufacturer.
 - viii. Use leveling and patching compound to fill cracks, holes, and depressions in substrates.
 - ix. Move flooring and installation materials into spaces where they will be installed at least 48 hours in advance of installation unless manufacturer recommends a longer period in writing.
 - x. Do not install flooring until they are same temperature as space where they are to be installed.
 - xi. Sweep and vacuum clean substrates to be covered by flooring immediately before installation.
 - c. Flooring Installation:
 - i. Comply with manufacturer's written installation instructions.
 - ii. Scribe, cut, and fit flooring to butt neatly and tightly to vertical surfaces, equipment anchors, floor outlets, and other interruptions of floor surface.
 - iii. Extend flooring into toe spaces, door reveals, closets, and similar openings unless otherwise indicated. Install thresholds in three (3) door openings.
 - iv. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating subfloor marking on flooring. Use nonpermanent, non-staining marking device.
 - v. Sheet Flooring: Maintain uniformity of flooring direction. Minimize number of seams; place in inconspicuous and low-traffic areas, at least six inches (6") (150 mm) away from parallel joints in flooring substrates. Match edges of flooring for color shading at seams. All seams shall be welded to create a monolithic and impermeable surface. Comply with ASTM F 1516.
 - vi. Adhered Flooring: Adhere products to substrates using a full spread of adhesive applied to substrate to comply with adhesive and floor manufacturer's written instructions.
 - vii. Install appropriate threshold plates or transitions strips where necessary.
 - viii. Paint game lines using approved game line paint primer and game line paint in strict accordance with the game line paint manufacturer's instructions.
 - ix. Include volleyball court markings per NCAA regulations. Other existing court striping and graphics will be reproduced on the new floor. The vendor will coordinate any striping and graphics with Truman.
6. Warranties:
 - a. Manufacturer's standard form in which manufacturer agrees to repair or replace flooring that fails within specified warranty period.
 - i. Failures include, but are not limited to, material manufacturing defects, surface wear and deterioration to the point of wear-through.
 - ii. Manufacturer's Warranty Period: Minimum ten (10) years from date of completion.
 - b. Installer's standard form in which vendor agrees to repair or replace sports flooring that fails due to poor workmanship or faulty installation within the specified warranty period.
 - i. The vendor will warrant to Truman that installation of all products and materials related to the flooring (including any floor coverings, adhesives and/or other products or materials used in the installation) will meet manufacturer's specifications.
 - ii. Installation Warranty Period: Minimum one (1) year from date of completion.
 7. The vendor will provide written inspection and maintenance procedures to be followed by Truman.
 8. All labor, tools, materials and equipment necessary for the completion of all work included in these specifications will be furnished at the vendor's expense.

9. All labor will be performed in a first-class, substantial, neat and workmanlike manner. All damage will 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.
10. The vendor will 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.
11. All work performed by the vendor will be subject to Truman's approval 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.

C. Security for Faithful Performance

1. With the delivery of an executed contractual agreement, the vendor 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.
2. The performance security will be delivered to Truman along with the signed contractual agreement. The performance bond is required as a guarantee that the vendor 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 vendor. 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 vendor.
3. In the event the amount of damages sustained by the Truman exceeds the amount of the performance bond, then the vendor be liable to Truman for the excess amount.

D. Insurance

1. The vendor, and any subcontractors, will maintain the following insurance policies:
 - a. Comprehensive General Liability: Coverage (including products/completed operations liability insurance and broad form comprehensive general liability endorsement or its equivalent) will have minimum limits of \$1,000,000 per occurrence and \$3,000,000 in aggregate.
 - b. Worker's compensation insurance as prescribed by the laws of the State of Missouri.
 - c. The vendor, and any subcontractors, 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 vendor of responsibilities or obligations assumed by the contractual agreement for which the vendor may be liable.

PART III –PROPOSAL EVALUATION AND AWARD

A. Preparation of Proposals

1. It will be the vendor'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 vendors 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 vendors 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 vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an addendum to the RFP, of relevant information related to the RFP.
2. Before submitting a proposal, vendors 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 vendor's

risk. Such addenda will form a part of the RFP. It will be the vendor'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 18, 2024. Proposals may be emailed, mailed or delivered to the addresses 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 whom has been selected to perform these services. Any award protest must be received within ten (10) days after the date of notification of award in accordance with the statute.

C. 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.

D. 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) a misplacement of a decimal point and/or (b) an 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. The ability of the proposed product to meet the requirements of this RFP including, but not limited to, the product's quality, features, ease of assembly, timeframe for delivery and/or assembly, and warranty (submit as Exhibit B: Product Description).
 - b. Vendor qualifications and demonstrated ability to meet the requirements of this RFP (submit the following items as Exhibit C: Vendor Qualifications):
 - i. Provide a general overview of your organization, and describe the vendor's experience in providing similar products and services to other clients. Truman will consider experienced vendors who are acceptable to the product manufacturer, whose work has resulted in installations with a record of successful in-service performance, and who have performed installations of the same scale in the last three (3) years.
 - ii. Provide the name, title, address, phone number and email address of the vendor's primary contact.
 - iii. Provide no less than three (3) customer references with contact, position, phone number and e-mail.
 - c. Pricing for all aspects of the requirements specified in this RFP (submit as Exhibit D: 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 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. Any award of a contractual agreement will be made by written notification from Truman to the vendor.
7. 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.
8. 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. 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.
9. Diversity Participation: Truman is committed to and supports diversity as an essential part of the University's mission and core values. To qualify as a Diverse, the vendor must be at least 51% owned and controlled by someone in one of the recognized groups. These firms can be a sole proprietorship, partnership, joint venture or corporation. Diverse vendors should be certified from a recognized certifying agency. Truman recognizes the following groups:
 - a. MBE (Minority Owned Business Enterprise)
 - b. WBE (Women Owned Business Enterprise)

- c. DVBE (Service-Disabled Veteran Owned Business Enterprise)
- d. VBE (Veteran Owned Business Enterprise)

Proposal evaluations will include the level of diversity participation. Proposals that do not meet the participation requirements for diversity will not receive any preference during proposal review. Truman may monitor a vendor's compliance in meeting diversity participation levels committed to in the awarded proposal. 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 qualification in the proposal response. Truman serves from time to time as a contractor for the United States government. Accordingly, the provider of goods and/or services will comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.

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 Truman's acceptance 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 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 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 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.
8. 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 file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax on a timely basis.
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.
8. Anti-Discrimination Against Israel Act Requirements: If the vendor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the vendor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.
9. All personnel employed by the vendor will be expected to abide by Truman's requirements that apply to all vendors performing services at any facility owned or operated by Truman. These requirements are as follows:
 - a. General Conduct and Harassment Policy: As an educational institution and as an employer, Truman is committed to an environment where all individuals are treated with respect and dignity. Truman requires relationships including contracted relationships, to be free of bias, prejudice, and harassment.
 - b. Drug and Alcohol Policy: Truman prohibits the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance. Violators may be subject to disciplinary action up to and including contract termination. Alcohol may not be consumed in public areas, and no employee or vendor personnel will report to work while under the influence of alcohol, marijuana, or illicit drugs. Smoking, including tobacco, marijuana, and e-cigarettes, is not allowed on Truman's campus.
 - c. Safety and Security Policies: Truman maintains a zero tolerance for any type of workplace violence. The vendor is prohibited from making threats, threatening conduct or any acts of aggression or violence. The use or possession of firearms or any other weapon is prohibited. The vendor will not enter private areas such as offices or dormitory floors without the presence of an authorized Truman employee.

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 default 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. 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. 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 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. SP24-16 Pershing Building Replacement Gymnasium Floor, 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

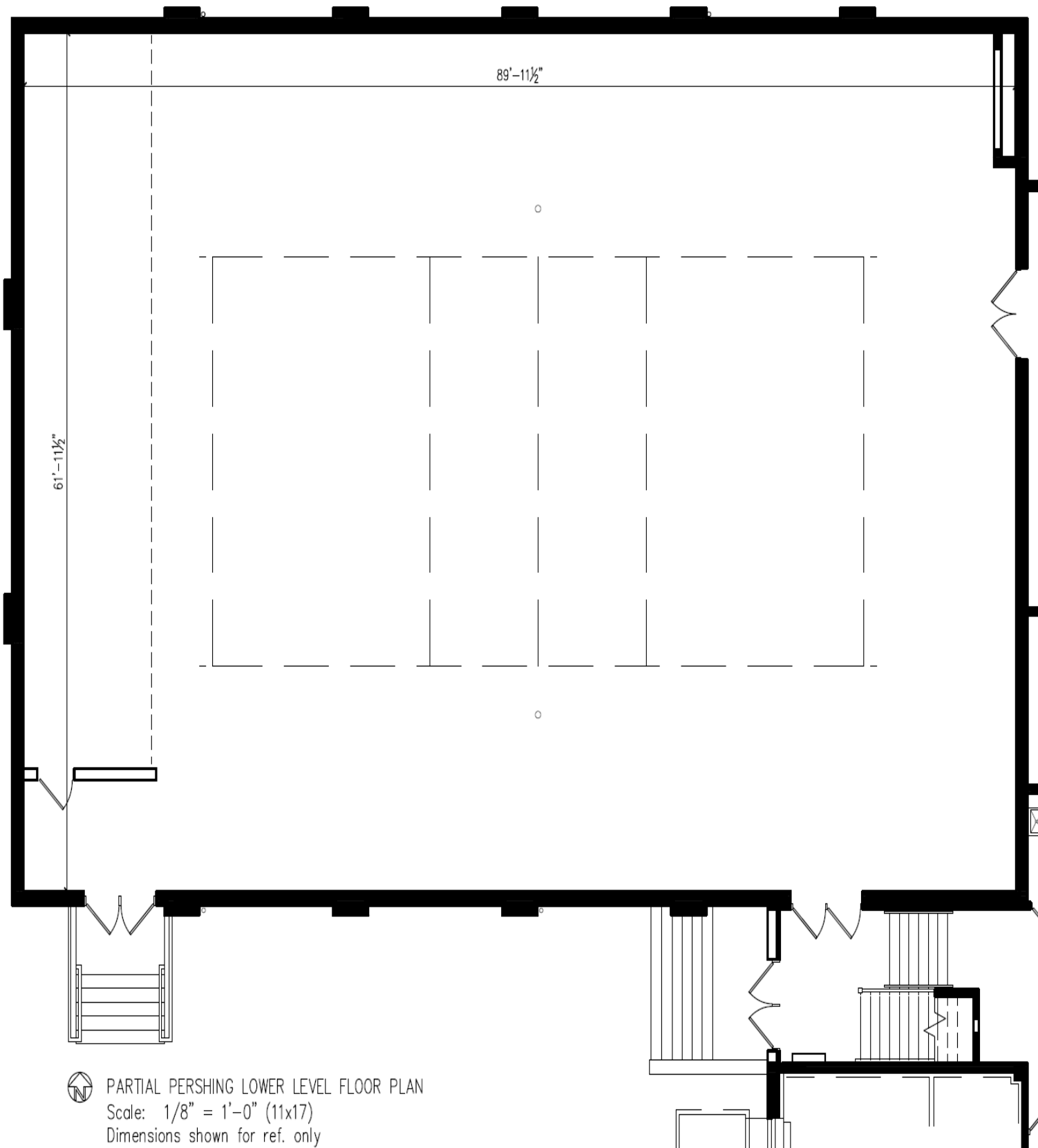
Email

Website

PART VI: EXHIBITS

Exhibit A: Truman's Gymnasium and Location

A. Gymnasium Floorplan and Dimensions



B. Existing Gymnasium Images



C. Location: South Franklin Street, Kirksville, Missouri 63501



VENDOR PREPARED EXHIBITS:

Exhibit B: Product Description

1. Description of all products used in the completion of the project(s) specified in this RFP including, but not limited to, brand name, product data, technical specifications, engineering documentation and applicable warranties.

Exhibit C: Vendor Qualifications

1. Provide a general vendor overview and describe the vendor's experience in providing similar products to other clients.
2. Provide the name, title, address, phone number and email address of the vendor's primary contact.
3. Provide no less than three (3) customer references with contact, position, phone number and e-mail.

Exhibit D: Vendor Pricing

1. Detailed pricing for all aspects of the requirements specified in this RFP.