



Truman State University
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REQUEST FOR BID (RFB) – SEPTEMBER 02, 2025
PROJECT 2026-02 TIMPANI DRUM SET

SUBMITTAL DEADLINE 2:00pm Central Time Thursday, September 25, 2025	SUBMIT One (1) Electronic copy via thumb drive or email to sjones@truman.edu
DELIVERY BY MAIL Truman State University Attention: Sarah Jones, Purchasing Buyer 100 East Normal Avenue, McClain Hall 106 Kirksville, MO 63501	DELIVERY BY HAND Truman State University Purchasing Department McClain Hall Room 106 (corner of Franklin and Normal)

Truman State University (Truman) is requesting bid proposals from qualified vendors to provide new Philharmonic Dresden Classic Timpani drums. Bid proposals are to be delivered to the Purchasing Department at Truman by 2:00 PM CT, September 25, 2025, at which time the names of those vendors submitting bid proposals will be read aloud. No other public disclosure will be made until after the contract award.

RFB documents are available at <https://www.truman.edu/businessoffice/purchasing/open-bids/>. A notification of intent to respond to this RFB is located immediately below. This page should be submitted to notify Truman of your interest in this project and your plan to submit a bid proposal. This form is also required if you wish to receive answers to questions regarding the RFB and any RFB addenda. Addenda will be issued if there are changes to this RFB.

INTENT TO RESPOND STATEMENT

____ YES our organization plans to submit a bid proposal response to this solicitation.

NO RESPONSE STATEMENT

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

- | | |
|--|--|
| ☐ Do not offer this commodity or equivalent | ☐ Insufficient time to respond |
| ☐ Schedule would not permit us to perform | ☐ Cannot meet delivery requirements |
| ☐ The purchase is too small | ☐ Licensing restrictions (please explain) |
| ☐ The purchase is too large | ☐ 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 primarily serves full-time undergraduate degree seeking students in a residential environment. Truman offers numerous bachelors, masters, and minor degrees in addition to certificate programs. Truman is accredited by the 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 more than twenty consecutive years. In addition to being recognized as scholars, Truman students and alumni are known as contributors to their communities, creative problem solvers and goal-oriented professionals. More information about Truman is available at www.truman.edu.

PART II – SPECIFICATIONS AND REQUIREMENTS

Truman seeks a single vendor to furnish one (1) set of four (4) Philharmonic Classic Timpani drums. The equipment will be new or nearly new exhibition instruments in the manufacturer's standard model in current production. The equipment will comply with all performance specifications; and include all standard functions, features as advertised or otherwise represented by the vendor and/or manufacturer. Truman reserves the right to purchase any quantity it desires, or none at all. Truman prefers a direct purchase, and it will not consider financing terms or a lease.

This RFB contains specific information that must be addressed in the vendor's response. This RFB, and any subsequent addenda, constitute the specifications and requirements for this project. Bid proposals will be reviewed for compliance with all requests and requirements. All communication regarding specifications and requirements should be directed to Truman's buyer referenced in this RFB, and it is the vendor's responsibility to ensure any request for information is received by Truman's buyer.

A. Specifications

The selected set of timpani drums will meet or exceed the minimum specifications and requirements noted below. Vendors may propose equivalent units provided any deviations do not affect the form or function of the equipment, and such determinations shall be made solely by Truman.

1. One (1) new or nearly new exhibition set of four (4) Adams Philharmonic Classic Timpani drums or Truman approved equivalent.
 - a. Drum Size Specifications
 - i. One (1) 23-inch Timpani drum
 - ii. One (1) 26-inch Timpani drum
 - iii. One (1) 29-inch Timpani drum
 - iv. One (1) 32-inch Timpani drum
 - b. Highlighted Features
 - i. Dresden Style Pedal Mechanism
 - ii. Copper Hammered and Cambered Bowls
 - iii. Split Rocker Arm for Super Smooth Silent Pedal Action
 - iv. Lightweight Design and Easily Moveable
 - v. Accurate Tuning Gauges
 - vi. Chrome Pated Counter Hoops, Tension Rods & Centering Devices
 - vii. Timpani Heads with Insert Rings.
2. Truman requires delivery no later than December 31, 2025.

B. Warranties and Service

1. Manufacturer's Standard Warranty:
 - a. Include warranty documentation specific to the warranted components.
2. All products provided by the vendor will always be subject to Truman's approval during the purchase. No product(s) or service(s) will be considered acceptable, which may be considered defective or deficient in any of the requirements of these specifications.

PART III –BID PROPOSAL EVALUATION AND AWARD

A. Preparation of Bid 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 RFB appears to be ambiguous, contradictory, and/or arbitrary, or appears to inadvertently restrict or limit the requirements stated in the RFB to a single source.
Any and all communication from vendors regarding specifications, requirements, competitive procurement process, etc. must be directed to Truman, as indicated on the first page of the RFB. All formal inquiries for significant or material clarification or interpretation, or notification to Truman of errors or omissions relating to this RFB document must be submitted in writing and emailed to Sarah Jones, Purchasing Buyer, at sjones@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 RFB. Every attempt will be made to ensure that the vendor receives an adequate and prompt response. However, to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an addendum, of relevant information related to the RFB.
2. Before submitting a bid proposal, vendors should become thoroughly familiar with all conditions referred to in this document, along with any addendum issued, before the bid proposal submission date. Failure to do so will be at the vendor's risk. Such an addenda will form a part of the RFB. It will be the vendor's responsibility to ascertain that the bid proposal includes all addenda issued prior to the submission date
3. Unless otherwise specifically stated in the RFB, or subsequent addenda, all specifications and requirements constitute minimum requirements.
4. Prices offered will remain valid for 60 days from the bid proposal opening date unless otherwise indicated.
5. Only Truman's written response(s) pertaining to this RFB, or an addendum, are valid.
6. Truman reserves the right to modify or cancel this RFB. Such action will be noted as an addendum.

B. Submission of Bid Proposal and Award

1. A vendor's submission must (a) include a signed bid proposal certificate executed by the vendor's duly authorized representative, (b) contain all information required by the RFB, and (c) be delivered to Truman no later than the exact opening time and date specified in the RFB. Vendor's submission will include a current IRS form W-9.
2. A bid proposal may also be withdrawn or modified by the vendor provided requests are made in writing before the RFB opening date and time. Verbal requests to withdraw or modify a bid proposal will not be honored.
3. Bid proposals must be returned to Truman on or before 2:00 PM central time on Thursday, September 25, 2025. Bid proposals may be emailed, mailed or delivered to the address on the first page of this RFB.
4. All data required herein in order for the vendor's bid proposal to be evaluated and considered for award must be submitted. Failure to submit such data will be deemed a cause for a bid proposal's disqualification from award consideration. Responses to this RFB should be submitted in the format specified. Bid proposals in any other format will be considered informal and may be rejected. Conditional bid proposals will not be considered.
5. Contents of any bid proposal, attachment, and explanation submitted in response to this RFB, except copyrighted material, will become the property of Truman. All copyrighted material must be clearly marked.
6. If your bid proposal contains any information you consider to be proprietary, you must place it in a separate envelope or e-mailed file 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 bid proposal, or to accept any bid proposal, or to withhold the award and to waive or decline to waive irregularities in any proposal when Truman determines it is in its best interest to do so.
8. Truman reserves the right to consider historical information and facts, whether gained from the vendor's bid 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, and each vendor will furnish Truman such information and data for this purpose as it may request. Truman reserves the right to reject any bid proposal 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 response. Failure of the vendor to submit such information may cause an adverse impact to the evaluation of the vendor's bid proposal. Pursuant to Section 610.021 RSMo, bid proposals will not be available for public review until after a contractual agreement is executed or all bid proposals are rejected. Truman will notify RFB respondents of the vendor selected to provide these good or services. Any award protest must be received within ten (10) days after the date of notification of award in accordance with the statute.

C. Bid Proposal Opening

1. Bid proposal openings are public on the opening date and time specified on the RFB document. Only the names of the respondents will be read at the opening. No other public disclosure will be made until after a contract award.
2. It is the vendor's responsibility to deliver the bid proposal to Truman by the opening date and time.
3. Bid 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 bid 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 bid 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. Awards will be made to the vendor whose bid proposal complies with the requirements of the RFB as outlined in Part II, and is the lowest and the best bid proposal considering:
 - a. The ability of the proposed product to meet the requirements of this RFB including, but not limited to, the product's technical specifications, the product's quality and features, warranty(s), and service center location (submit as Exhibit A: Product Description).
 - b. Pricing for all requirements specified in this RFB and timeframe for delivery (submit as Exhibit B: Vendor Bid Proposal Certificate).
 - c. All other evaluation criteria specified in the RFB and any subsequent negotiations.
3. In the event all RFB respondents fail to meet the same mandatory requirement in the RFB, Truman reserves the right, at its sole discretion, to waive that requirement for all bid proposals and to proceed with the evaluation.
4. Any award of a contractual agreement will be made by written notification from Truman to the vendor.
5. Truman reserves the right to waive any minor irregularity or technicality found in any individual bid proposal.
6. Negotiations may be conducted with those vendors who submit potentially acceptable bid proposals. Bid 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 to verify intent. However, vendors are cautioned that their response may be accepted without further clarification.
8. Missouri Preference Executive Order: Bid proposals are 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 RFB:
 - 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 RFB are being manufactured or performed at sites outside the continental United States, the vendor must disclose such fact and provide details with their bid 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 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)

Evaluations will include the level of diversity participation. Bid proposals that do not meet the participation requirements for diversity will not receive any preference during review. Truman may monitor a vendor's compliance in meeting diversity participation levels committed to in the awarded bid 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 bid 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 bid proposal, the vendor agrees to furnish any and all equipment, supplies and/or services specified in the RFB, 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) RFB and any addendums thereto, and (2) the bid proposal submitted by the vendor in response to this RFB. 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 RFB 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 RFB or the vendor's bid proposal response. In all other matters not affected by the written clarification, if any, the RFB will govern. The vendor is cautioned that its bid proposal will be subject to Truman's acceptance without clarification.
3. A notice of the 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. 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.
6. 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. Each party to this agreement is responsible for their own negligence.

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.
3. 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.
4. 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.

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 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 people 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 products and 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.

F. Invoicing and Payment

1. Invoice(s) will include a detailed description of the products and/or services provided. Truman prefers invoices be delivered by email to procurement@truman.edu.
2. Truman does not pay state or federal taxes unless otherwise required under law or regulation.
3. Payment for all equipment, supplies, and/or services required herein will be made in arrears or at the time of sale. Truman will not make any advance deposits unless specifically addressed in the contractual agreement.
4. 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.

PART V: VENDOR PREPARED EXHIBITS:

Exhibit A: Product Description

Attach a description of all products proposed in response to this RFB including, but not limited to, brand name, product data, technical specifications, and applicable warranties.

Exhibit B: Vendor Bid Proposal Certificate

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 bid proposal (RFB). The vendor further certifies the responses and resulting bid proposal to Truman's RFB are true and accurate.

In submitting a response to Truman's RFB, the vendor understands that Truman retains the right to reject any and all bid 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 bid proposals may not be withdrawn for a period of 60 days after the date and time set for the receipt of bid 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 bid 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 RFB designed to limit independent competition.
- (3) That the contents of the bid proposal have 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 bid proposal, and will not be communicated to any such person prior to the official opening of the bid 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 RFB document, Project Number 2026-02 Timpani Drum Set and after carefully reviewing all the terms, conditions, and requirements contained therein, the undersigned agrees to furnish such goods and services in accordance with the RFB specifications.

Print Name

Title

Vendor Name / Company

Federal Tax ID No.

Address

Telephone Number

Email

Website

All prices will be free on board (F.O.B.) freight or delivery prepaid to Truman State University, Kirksville, MO.

Total Proposed Price: \$ _____

Delivery Date: _____

Authorized Signature: _____

Date: _____

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