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**REQUEST FOR PROPOSALS (RFP) – MARCH 27, 2026**  
**PROJECT SP26-07 REPLACEMENT SOCCER FIELD SCOREBOARD**  
 Submittals from minority, women and disadvantaged business enterprises are encouraged.

<p align="center"><b>SUBMITTAL DEADLINE</b>          2:00pm Central Time          Thursday, April 16, 2026</p>	<p align="center"><b>SUBMIT</b>          One (1) Electronic copy via thumb drive          or email to <a href="mailto:sjones@truman.edu">sjones@truman.edu</a></p>
<p align="center"><b>DELIVERY BY MAIL</b>          Truman State University          Attn: Sarah Jones          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 and install a replacement soccer field scoreboard. Proposals are to be delivered to the Purchasing Department at Truman until 2:00 PM CT, April 16, 2026, at which time the names of those vendors submitting proposals will be read aloud. No other public disclosure will be made until after the 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 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 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 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](http://www.truman.edu).

## PART II – SPECIFICATIONS AND REQUIREMENTS

Truman seeks a single vendor to provide and install a replacement scoreboard on Truman’s soccer field in Kirksville, Missouri. The selected vendor will be required to provide a new and current model scoreboard complete with control consoles, all wiring, mounting materials, installation, training and warranty service.

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 products and service. This RFP, and any subsequent addenda, constitute the specifications and requirements for this project. Any and 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. The vendor may suggest additions or enhancements to the following requirements. Additions or enhancements, along with their associated costs, should be clearly delineated as optional in the vendor’s proposal. The following specifications constitute the minimum requirements for this project:

### A. Replacement Scoreboard Specification and Requirements

1. The scoreboard will have a totally enclosed case constructed of the following materials:
  - a. case will be corrosion resistance aluminum sheet of at least .050 minimum thickness
  - b. case will have steel reinforcement
  - c. case will have steel mounting brackets top and bottom
2. The scoreboard will have the following approximate dimensions:
  - a. Height: five feet, six inches (5’6”)
  - b. Width: sixteen feet (16’)
  - c. Depth: eight inches (8”)
3. The scoreboard will have the following appearance:
  - a. purple in color with white outlines or trim
  - b. Truman identification and athletics logo to be included on the top of the scoreboard
  - c. light-emitting diode (LED) display will be either amber or white in color
  - d. decorative arch at the top of the scoreboard (16’W x 4’H) with two (2) logos (3’W x 3’H) as illustrated in Exhibit A on page 12 of this RFP.
  - e. all colors or logos must adhere to Truman’s [brand standards guide](#)
4. The replacement scoreboard will include the following features:
  - a. a brand-new complete unit that has not been previously billed or sold
  - b. overall wireless controls.

- c. a long-lasting light-emitting diode (LED) display(s) that are weather resistant
- d. digits between fourteen inches (14”) and eighteen inches (18”) that may be viewed at distance
- e. captions between eight inches (8”) and fifteen inches (15”) that may be viewed at distance
- f. the scoreboard must be able to withstand wind load speeds of at least one hundred fifty (150) mile per hour when properly installed
- g. the scoreboard will include electronic visiting team names in place of static names
- h. the scoreboard will display and/or track the following metrics for both home and guest teams:
  - i. game clock
  - ii. team score
  - iii. period
  - iv. shots on goal
- 5. The scoreboard, and all associated components, will have the following minimum warranties:
  - a. A comprehensive and full warranty of not less than two (2) years on parts and labor
- 6. For solicitation purposes, Truman is referencing a Daktronics model number SO-2008-W-PV-F as a scoreboard that may have the features Truman is seeking. Such reference(s) are not intended to be restrictive. Vendors will submit product data with their proposals, and upon receipt of illustrated literature and supporting specifications, Truman may consider any brand or model equivalent to the scoreboard(s) referenced with approximate dimensions, characteristics, or features. A demonstration of the proposed comparable scoreboards may be required by Truman.

**B. Shipping and Storage of Replacement Scoreboard**

- 1. The vendor will make provision to deliver products to Truman’s campus.
- 2. If the vendor has scoreboard shipped directly to Truman’s campus, the vendor must make arrangements to accept the scoreboard equipment on Truman’s campus and inspect all products for damage.
- 3. The vendor will store and protect all products, and any damage to the replacement scoreboard or any associated equipment prior to, and during installation will be the financial responsibility of the vendor.
- 4. Truman will not be responsible for storage of the scoreboard unless prior arrangements have been made with the Athletic Director and a storage facility is available.

**C. Removal of Existing Scoreboard and Installation of Replacement Scoreboard**

- 1. The replacement scoreboard will be installed in the same location as the existing scoreboard. Vendors may inspect the existing Truman soccer field and scoreboard. The inspection is intended to allow all vendors to respond with accurate proposals and to satisfy themselves as to the existing conditions where they will be obligated to perform. Responding vendors may arrange an inspection of the job site Monday through Friday during normal business days from 7:00 AM to 4:00 PM central time. Appointments may be scheduled by contacting Truman’s Purchasing Buyer referenced on the first page of this RFP. No allowance will be made for any vendor error or negligence as a result of not inspecting the existing facilities. If alterations to Truman’s facilities are necessary to support the vendor’s proposal(s), then those alterations will be noted as part of the vendor’s submission.
- 2. All labor, tools, and materials necessary for the completion of all work included in these specifications will be furnished by the vendor at its own expense. All labor shall be performed in a first-class, substantial, neat and workmanlike manner. All damage to Truman’s property will be repaired, and Truman’s facilities will be left complete in every respect.
- 3. The vendor must locate and mark all utilities within proximity of the project and avoid damage to facilities.
- 4. The vendor will be required to remove and dispose of the existing scoreboard.
- 5. The vendor will install the new replacement scoreboard system in accordance with the manufacturer’s instructions.
- 6. The vendor will protect scoreboard finishes from other construction operations and will assume responsibility for any damage to the replacement scoreboard equipment during installation. The vendor will correct any deficiencies and clean all exposed surfaces.
- 7. The vendor will rigidly mount scoreboard and accessories level and plumb by attaching the replacement scoreboard to support framing with brackets, bolts, washers, and self-locking units.
- 8. The replacement scoreboard, and other electrical components, will be electrically grounded in accordance with National Electrical Code (NEC), Article 600.
- 9. The vendor will keep the premises clean and orderly at all times. The installation site will be left clear of clutter and trash at the end of each work day. Any trash should be disposed of in Truman’s receptacles.

10. After installation, the vendor will conduct field test(s) of the replacement scoreboard and all associated equipment to ensure proper function.
11. The vendor will be required to provide data for scoreboards, controls and accessories, including descriptions of control functions, shop drawings showing locations, face layout, dimensions, construction, electrical wiring diagrams, interface with structural supports and method of attachment.
12. The vendor will provide onsite training and ongoing support to Truman's employees on the proper usage and maintenance of the replacement scoreboard system.

#### **D. Subcontractors**

Vendors are advised that any person, firm, or other party whom it is proposed to award a subcontract under this contract must be acceptable to Truman. Subcontractor payments will be the responsibility of the vendor, not Truman. If a vendor's subcontractor fails to perform in accordance under the terms of this RFP, then the vendor will complete or pay to have completed the work which the subcontractor failed to complete at no additional cost to Truman. In the event of any nonperformance or noncompliance by any subcontractor, the vendor will be directly and wholly responsible for the nonperformance or noncompliance of its subcontractor and will bear all attributable costs.

#### **E. Scheduling Requirements**

Truman requires the project be complete and the products fully functional no later than August 1, 2026.

#### **F. Insurance Requirements**

The vendor, and any subcontractors, will purchase and maintain the following insurance policies:

1. 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.
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 State University as an additional insured party. Such certificates will provide that Truman be given at least thirty (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 Sarah Jones, Purchasing Buyer, at [sjones@truman.edu](mailto: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 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 sixty (60) 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 16, 2026. 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 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 best and lowest 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 use 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, including parent and/or subsidiary companies.
    - ii. Describe the vendor's experience in providing similar products and services to other clients.
    - iii. Provide the name, title, address, phone number and email address of the vendor's primary contact.
    - iv. 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.
7. Any award of a contractual agreement will be made by written notification from Truman to the vendor.
8. Truman reserves the right to request written clarification of any portion of a vendor's response to verify intent. However, vendors are cautioned their response may be accepted without further clarification.
9. Missouri Preference: Proposals are being sought from Missouri and out-of-state companies. As a public institution, Truman must follow State of Missouri laws and regulations regarding the procurement of services. Section 34.073 RSMo states that Missouri state government agencies shall give preference to contractors, corporations, or individuals doing business as Missouri contractors, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less. In assessing value, Truman may consider the economic impact to the State of Missouri for Missouri contractors or products versus the economic impact of services or 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.
10. Supplier Diversity: The State of Missouri is committed to fostering supplier diversity in state contracting. If a respondent is certified:
  - a. Minority Owned Business Enterprise (MBE) under § 37.020(3) RSMo,
  - b. Women Owned Business Enterprise (WBE) under § 37.020(6) RSMo,
  - c. Service-Disabled Veteran Owned Business Enterprise (SDVBE) under § 34.074 RSMo, or
  - d. Veteran Owned Business Enterprise (VBE),

Vendors may outline your qualification in the proposal response. Other bidders are encouraged to engage certified MBEs, WBEs, SDVBEs and VBEs in the performance of services for Truman, and proposals may include a diversity participation plan (maximum 2 pages) detailing: (1) proposed certified M/WBE/SDVBE/VBE contractors, their roles, and estimated contract value percentage; (2) evidence of outreach to certified contractors; and (3) strategies for meaningful involvement. However, the absence of such documentation will not disqualify a bid. Truman may monitor a vendor's compliance in meeting diversity participation levels committed to in the awarded proposal. 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 non-discrimination in employment (e.g. Title VII and ADEA), employment of persons with disabilities (ADA, 29 U.S.C. § 706 and Executive Order 11758) and certain veterans (38 U.S.C. § 4212), and contracting with small disadvantaged business concerns (Pub. L. No. 95-507, codified at 15 U.S.C. §§ 631 *et seq.*). 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 the project will exceed \$75,000, the contractor agrees to comply with Chapter 290, Revised Statutes of Missouri, which concerns the payment of prevailing wages on public works. The State of Missouri, Division of Labor Standards Annual Wage Order No. 32, Section 001, Adair County, Annual Incremental Wage Increase, effective June 26, 2025, will be part of any contractual agreement. Not less than the prevailing hourly rate of wages determined by the Division will be paid by the contractor. The contractor will forfeit a penalty to the Owner One Hundred Dollars (\$100) per day (or portion of a day) for each worker that is paid less than the prevailing rate for work done under the contractual agreement by the contractor. The contractor will provide Truman with certified payroll records and a prevailing wage affidavit prior to or with an approved invoice for work performed.
7. 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 will 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:
8. 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. Vendors are 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. Vendors 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 ten (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. 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. SP26-07 Replacement Soccer Field Scoreboard, and after carefully reviewing all the terms, conditions, and requirements contained therein, the undersigned agrees to furnish such services in accordance with the specifications of this RFP.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Email

\_\_\_\_\_  
Website

**Exhibit A: Truman's Soccer Field Scoreboard**

**A. Location:** 1600 Block of South Florence Street, Kirksville, Missouri 63501



**B. Decorative Arch and Logos**



## **VENDOR PREPARED EXHIBITS:**

### **Exhibit B: Product Description**

### **Exhibit C: Vendor Qualifications**

1. Provide a general overview of your organization, including parent and/or subsidiary companies.
2. Describe the vendor's experience in providing similar products and services to other clients.
3. Provide the name, title, address, phone number and email address of the vendor's primary contact.
4. Provide no less than three (3) customer references with contact, position, phone number and e-mail.

### **Exhibit D: Vendor Pricing**

1. Pricing for all aspects of the requirements specified in this RFP.
2. Description of all products used in the completion of the project(s) specified in this RFP including, but not limited to, brand name, technical specifications and applicable warranties.