



Truman State University
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REQUEST FOR PROPOSALS (RFP) – APRIL 24, 2026
PROJECT SP26-04 CUSTOMER RELATIONSHIP MANAGEMENT SYSTEM SERVICES

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

<p align="center">SUBMITTAL DEADLINE 2:00pm Central Time Thursday, May 28, 2026</p>	<p align="center">SUBMIT One (1) Electronic copy via thumb drive or email to sjones@truman.edu</p>
<p align="center">DELIVERY BY MAIL Truman State University Purchasing Buyer Sarah Jones 100 East Normal Avenue Kirksville, MO 63501</p>	<p align="center">DELIVERY BY HAND Truman State University Purchasing Department 106 McClain Hall (corner of Franklin and Normal)</p>

Truman State University (Truman) is accepting proposals from qualified contractors with significant higher education experience in the design, development and maintenance of the Technolutions Slate (Slate) Customer Relationship Management Systems for admission and advancement. Truman seeks to (1) engage with a contractor to facilitate an upgrade of the Slate admission system utilizing current best practices including artificial intelligence (AI), and to (2) establish a pre-qualified contractor pool to provide ongoing consulting and assistance with future development projects for both the Slate admission and advancement systems.

Prospective contractors may submit proposals for one or both activities. All proposals may be delivered to the Purchasing Department at Truman until 2:00 PM CT, May 28, 2026, at which time the names of those contractors submitting proposals will be read aloud. No other public disclosure will be made until after contract award(s).

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 should 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 answers to questions regarding the RFP and any RFP addenda. RFP addenda will be issued if there are changes to 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 and offers numerous bachelors, masters, and minor degrees in addition to certificate programs. 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.

PART II – SPECIFICATIONS AND REQUIREMENTS

This RFP contains specific information that must be addressed in the contractor’s proposal response. This RFP, and any subsequent addenda, constitute the specifications and requirements for this project. All communications regarding specifications and requirements should be directed to Truman’s Purchasing Buyer referenced on the first page of this RFP, and it is the contractor’s responsibility to ensure any request for information is received by Truman’s Purchasing Buyer.

Unless specifically stated in the RFP, the following specifications constitute the minimum requirements for this project. The contractor 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 contractor’s proposal.

Truman is currently utilizing Slate’s admission and advancement products. Both systems have been live in production for several years (Slate Admission since 2016, and Slate Advancement since 2021), and Truman is looking for external consulting expertise to help support these enterprise systems.

Truman seeks professional contractors for two (2) development projects, and contractors may submit proposals for one or both projects.

A. Specifications

Project #1 – Utilizing current best practices, help develop and guide Truman’s functional and technical staff in the upgrade and refresh of Truman’s Slate Admission System, including the appropriate implementation of Slate’s AI features.

Portions of Truman’s Slate Admission System date back to when it was first implemented in 2016. While some modules of the system have been maintained, (i.e., application processing), others require modernization. Truman intends to rebuild the system in a test instance, retaining effective components while aligning others to current best practices (including the appropriate use of AI features). Three (3) years of application data will need to be migrated as part of this effort. Truman anticipates playing a primary role in rebuilding the system and seeks a contractor to serve as an expert advisor and implementation guide throughout this process.

To assist respondents in completing the Response Framework below, this project will include configuration and customization of the Slate Admission system to align with Truman’s processes and workflows for admission, financial aid, and student records. This configuration includes application groups for undergraduate and graduate domestic and international students – and includes support for prospect management, admissions communication, event management, online forms for prospects and event registration), travel and territory management, reporting analytics (ad-hoc, dashboards, and campaign tracking), and records management. The successful contractor will collaborate with key stakeholders to understand Truman’s business processes and desired outcomes and help analyze how the Slate product meets the identified requirements in order to implement best practices.

The contractor should have the experience to assist with the development of a comprehensive plan to complete the activities that fulfill the functional and technical requirements listed above, ensuring a strategic portion of the system refresh is completed by November 1st, 2026.

Response Framework (Required for Project #1)

To ensure consistency in evaluation, contractors must structure their response using the following format:

1. Understanding of Truman's Current Environment

- Describe how you would gain an understanding of Truman's current Slate environment, challenges, and goals, identifying any key risks or opportunities based on the information provided.

2. Proposed Approach to System Refresh

- Describe your approach to rebuilding Slate in a test instance.
- How would you determine what to retain vs. redesign?
- How do you ensure alignment with current best practices?

3. Implementation Strategy by Functional Area

For each of the following areas, describe your approach and methodology (not just capabilities):

a. System Configuration and Optimization

- Admissions workflows (undergraduate, graduate, domestic/international)
- Prospect management, communications, events, forms
- Territory management
- Reporting and analytics
- Records management

b. Data Conversion

- Approach to migrating three (3) years of application data
- Data validation and integrity processes

c. Integrations

- Integrating with Banner, single sign-on (SSO), and Pathify
- Approach to ensuring stability and scalability

d. AI Utilization

- Where and how AI features should be implemented
- Examples of use cases relevant to Truman

e. Security and Compliance

- Adhering to state and federal compliance requirements, including the Family Educational Rights and Privacy Act (FERPA), and Web Content Accessibility Guidelines (WCAG) 2.1 AA
- Data governance and auditing practices

4. Change Management and Training

- Approach to stakeholder engagement and adoption
- Training strategy for end users and technical/development staff
- Documentation and knowledge transfer

5. Project Plan and Timeline

- Proposed phases and milestones
- Path to achieving a strategic portion of the system refresh by November 1, 2026
- Key dependencies and risks

6. Best Practices and Recommendations

- What would you recommend beyond what is outlined in this RFP?

7. Relevant Experience

- Examples of similar Slate implementations or rebuilds
- Outcomes achieved
- Lessons learned

Scope of Work (Reference Requirements)

Contractors should demonstrate experience and capability in the following areas, which should be addressed within the framework above:

- Testing and quality assurance
- Go-live and post-implementation support
- Training and documentation
- Portal and user experience (UX) improvements
- Cascading Style Sheets (CSS) and form design
- Rules and joins optimization
- Dashboard creation
- Email and mobile optimization
- Filing structure improvements

Project #2 – Serve as a pre-qualified contractor for development, consulting and training services in support of the Slate Admission and/or Slate Advancement Systems.

Truman desires to establish a pool of pre-qualified contractors to provide services on an as-needed, on-demand basis. Selection to this pool does not guarantee any minimum volume of work, but does allow Truman, at Truman's discretion, to engage a contractor in the future. Work will be assigned through individual task orders that define scope, deliverables, timeline, and pricing, and would be agreed upon in advance of the work between Truman and the contractor. At its discretion, Truman may solicit proposals from one or more pre-qualified contractors for each task order.

To be considered as a pre-qualified contractor for development, consulting or training services, the contractor should provide the following:

- Schedule of rates by labor category, and any other pricing considerations. These rates will serve as the basis for pricing future task orders. The rates should be outlined for a five-year period.
- Contractor Master Agreement
- Respond to the requirements outlined in Part III, Section D
- Outline the guidelines for how the contractor manages staff assignments
- Describe the capabilities of the contractor with regard to on-demand support for the Slate systems. For example, what services (development, training, consulting, support) can be offered by the contractor? In addition, which system(s) will be supported by the contractor (Admission and/or Advancement)?

B. Requirements

1. The awarded primary contractor, 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 \$2,000,000 in aggregate.
 - b. Worker's compensation insurance as prescribed by the laws of the State of Missouri.
 - c. The awarded contractor(s), and any subcontractor(s), will provide Truman with certificates of insurance for all required policies within ten (10) days of award notification naming Truman State University as an additional insured party. Such certificates will provide that Truman be given at least 30 days prior written notice of any cancellation, intention to not renew, or material changes in these policies. Failure to provide, and continue in force, the insurance coverages required above will be deemed a material breach of the contractual agreement resulting in immediate termination of the contractual agreement. Presence of insurance coverage does not relieve the contractor of responsibilities or obligations assumed by the contractual agreement for which the contractor may be liable.

PART III –PROPOSAL EVALUATION AND AWARD

A. Preparation of Proposals

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

B. Submission of Proposal and Award

1. A proposal submitted by a contractor must include a signed RFP Proposal Certification executed by the contractor's duly authorized representative, contain all information required by the RFP, and be delivered to Truman no later than the exact opening time and date specified in the RFP.
2. A proposal may also be withdrawn or modified by the contractor provided requests are made in writing before the RFP opening date and time. Verbal requests to withdraw or modify a proposal will not be honored.
3. Proposal responses must be returned (with all necessary attachments) to Truman on or before 2:00 PM on Thursday, May 28, 2026. Proposals may be emailed, mailed or delivered in person to the addresses outlined on the first page of this RFP.
4. For the contractor's proposal to be evaluated and considered for an award, all information required herein must be submitted. Failure to submit such data will be deemed a cause for disqualification of a proposal from award consideration. Responses to this RFP should be submitted in the format specified. Proposals in any other format will be considered informal and may be rejected. Conditional proposals will not be considered.
5. Contents of any proposal, attachment, and explanation submitted in response to this RFP, except copyrighted material, will become the property of Truman. All copyrighted material must be clearly marked.
6. If your proposal contains any information you consider to be proprietary, you must place it in a separate envelope or file if e-mailed and mark it "Proprietary Information." Truman is the final authority as to the extent of material considered proprietary or confidential. Pricing information cannot be considered proprietary.
7. Truman reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when Truman determines that it is in their best interest to do so. Truman also reserves the right to hold all proposals for a period of up to three (3) months after the opening date.
8. After the initial screening process, those contractors whose proposals are selected for further consideration may be requested to provide a presentation to Truman's selection committee to answer questions in advance of the final selection. Contractors selected to make a presentation will be contacted to schedule a presentation. The person who will be directly responsible for servicing Truman's account will be present at this presentation. Contractors are cautioned not to contact Truman employees concerning this RFP during the evaluation process.
9. Truman reserves the right to consider historic information and fact, whether gained from the contractor's proposal response, conferences, references, or any other source, in the evaluation process. Truman reserves the right to take such steps as it deems necessary to determine the ability of a contractor to perform the work, and each contractor

will furnish to Truman such information and data for this purpose as it may request. Truman reserves the right to reject any proposal response where an investigation, or consideration of the information submitted by such contractor, does not satisfy Truman that the contractor is qualified to properly carry out the terms of these specifications. It is the contractor's sole responsibility to submit information related to the evaluation categories, and Truman is under no obligation to solicit such information if it is not included with the contractor's proposal response. Failure of the contractor to submit such information may cause an adverse impact on the evaluation of the contractor's proposal. Pursuant to Section 610.021 RSMo, proposals will not be available for public review until after a contractual agreement is executed or all proposals are rejected. Truman will notify RFP respondents of the contractor(s) 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 contractor's responsibility to deliver the proposal to Truman by the opening date and time.
3. Proposals not received by Truman by the opening date and time will be late. Regardless of the degree of lateness or the reason, including causes beyond the contractor's control, late proposals will not be opened.

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 contractor and request written clarification of the intended proposal. The correction will be made in the notice of award. Examples of apparent clerical errors are a misplacement of a decimal point and/or an obvious mistake in the designation of a unit.
2. Awards will be made to the contractor whose proposal complies with the requirements of the RFP as outlined in Part II, and is the best and the lowest proposal considering:
 - a. Describe how the contractor will meet the "Specifications and Requirements" of this RFP (submit as Exhibit A: Description of Products and Services). Please indicate if responding to Project 1, Project 2, or both.
 - b. Qualifications and demonstrated ability to meet the requirements of this RFP (submit the following items as Exhibit B: Qualifications).
 1. Provide a general overview of your firm, including parent and/or subsidiary companies.
 2. Outline contractor's qualifications and experience providing similar services to higher education institutions.
 3. Provide the name, title, address, phone number and email address of the contractor's primary contact.
 4. Provide no less than five (5) customer references with contact person, position, phone number and e-mail.
 - c. Pricing for all aspects of the requirements specified in this RFP (submit as Exhibit C: Pricing). If the contractor proposes additional services, then the contractor will itemize the costs for those additional services. Any pricing information submitted by a contractor, but not reflected in the pricing proposal, will be subject to evaluation if deemed to be in Truman's best interest. Please indicate pricing associated with Project 1, Project 2, or both.
 - d. All other evaluation criteria specified in the RFP and any subsequent negotiations.
3. 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.
4. Truman reserves the right to waive any minor irregularity or technicality found in any individual proposal.
5. Negotiations may be conducted with those contractors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there will be no disclosure of any information submitted by competing contractors.
6. Any award of a contractual agreement will be made by written notification from Truman to the contractor.
7. Truman reserves the right to request written clarification of any portion of a contractor's response to verify intent. However, contractors are cautioned their response may be accepted without further clarification.
8. 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. Contractors must provide the following information as it relates to this RFP:

- a. A description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - b. A description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - c. A description of the contractor's economic presence with the State of Missouri (e.g., type of facilities: sales office; sales outlets; divisions; manufacturing; warehouse; others including Missouri employee statistics).
 - d. If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the contractor must disclose such fact and provide details with their proposal.
9. 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),

Contractors 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 contractor'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 contractor agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
2. The contractual agreement between Truman and the contractor will consist of (1) RFP and any addendums thereto, and (2) the proposal submitted by the contractor in response to this RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the RFP will govern. However, Truman reserves the right to clarify any relationship in writing with the contractor, and such written clarification will govern in case of conflict with the applicable requirements stated in this RFP or the contractor's proposal response. In all other matters not affected by the written clarification, any, the RFP will govern. The contractor 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 contractor must receive a properly authorized contractual agreement and/or purchase order from Truman.
4. The initial contract period will begin on or near July 1, 2026 and continue through June 30, 2027. Truman reserves the option to extend the contract period for five (5) additional one (1) year periods to a potential contract end date of June 30, 2032.
5. The contractual agreement expresses the complete agreement of the parties and performance will be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal addendum signed and approved by and between the duly authorized representatives of the contractor and Truman or by a contractual agreement change order prior to the effective date of such modification. The contractor understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, will be used or construed as an addendum/change order to the contractual agreement.

6. The contractor will not sell, convey, transfer, mortgage or assign any interest in the contractual agreement, either in whole or in part, nor any of its rights, title, interest or privilege without Truman's prior written consent.
7. Neither party will be held responsible for any losses resulting if the fulfillment of any terms or provisions of this agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.
8. The parties to this agreement stipulate that Truman State University, its employees, students, departments, agencies, boards, commissions and foundation will be indemnified and held harmless by the contractor for the vicarious liability of Truman as a result of entering into this agreement. However, each party to this agreement is responsible for their own negligence.
9. The contractor represents itself to be an independent contractor offering such services to the general public and will not represent itself or its employees as an employee of Truman. The contractor will assume legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc. and agrees to indemnify Truman against all loss; cost (including attorney fees); and damage of any kind related to such matters.

B. Applicable Laws and Regulations

1. The contractual agreement will be construed according to the laws of the State of Missouri. The contractor will comply with all local, state, and federal laws and regulations related to the performance of the agreement.
2. To the extent that a provision of the contractual agreement is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions will be void and unenforceable. The balance of the contractual agreement will remain in force unless terminated by consent of both the contractor and Truman.
3. As a public institution, Truman must follow State of Missouri rules and regulations regarding the procurement of services. Data obtained through this procurement process must be handled as confidential and may not be shared with other contractors who may want to do business with Truman without Truman's prior written approval. Any future business with Truman will be obtained through a proposal process.
4. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
5. The contractor must 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 contractor will comply with all applicable requirements of the Americans with Disabilities Act (ADA).
7. Anti-Discrimination Against Israel Act Requirements: If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor 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.

C. Conflict of Interest

1. Truman's officials and employees, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
2. Contractors agree they presently have no interest and will not acquire any interest, directly or indirectly, which would conflict in any manner with the performance of the services hereunder. Contractors further agree that no person having any such known interest will be employed, directly or indirectly, in the contractual agreement.
3. Contractors will not provide any pre-requisites, favors, or gifts to Truman employees intended to curry favor with specific persons or which incur expenses to be borne by Truman. Contractors will not attempt to gain appreciation from any group of employees other than providing the highest quality services possible.

D. Remedies and Rights

1. No provision in the contractual agreement will be construed as a waiver by Truman of any right and/or remedy available by law in the event of any claim by Truman of the contractor's breach of the contractual agreement.
2. The contractor agrees and understands that the contractual agreement will constitute an assignment by the contractor to Truman of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contractual agreement with Truman.

E. Cancellation

1. Either party to the contractual agreement may choose to cancel the agreement without cause by giving the other party prior written notice of at least ninety (90) days.
2. In the event of material breach of contractual obligations by the contractor, Truman may cancel the contractual agreement. At its sole discretion, Truman may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The cure must be completed within ten working days from notification.
3. If the contractor fails to cure the breach, or if circumstances demand immediate action, Truman will issue a notice of cancellation terminating the contractual agreement immediately.
4. If Truman cancels the contractual agreement for breach, Truman reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contractual agreement from other sources and upon such terms and in such manner as Truman deems appropriate and charge the contractor for any costs incurred.
5. The contractor agrees that funds required to fulfill the contractual agreement must be appropriated by the Missouri General Assembly for each fiscal year included in the contractual agreement term. The contractual agreement will not be binding on Truman for any period in which funds have not been appropriated, and Truman will not be liable for any costs associated with termination caused by lack of appropriations.
6. Upon filing for bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify Truman immediately. Truman reserves the right to either cancel the contractual agreement or affirm the contractual agreement and hold the contractor responsible for damages.

F. Invoicing and Payment

1. Upon receiving a request for payment, Truman will inspect the quality of services rendered. Truman will provide written acceptance or list of requirements to make the quality of services acceptable prior to payment.
2. Truman prefers invoices be delivered by email to procurement@truman.edu. Subcontractor payments will be the responsibility of the contractor, not Truman.
3. Truman does not pay state or federal taxes unless otherwise required under law or regulation.
4. Payment for all equipment, supplies, and/or services required herein will be made in arrears. Truman will not make any advance deposits unless specifically addressed in a contractual agreement.
5. Truman assumes no obligation for equipment and/or services provided in excess of the quantity ordered. Any unauthorized quantity is subject to Truman's rejection and will be returned at the contractor's expense.
6. Invoices for Truman purchased goods or services will be subject to late charges provided in Section 34.055 RSMo.

G. Communication, Notices and Documentation

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

PART V: TRUMAN STATE UNIVERSITY PROPOSAL CERTIFICATION

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

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

- (1) That I am the contractor (if the contractor is an individual), a partner in the contractor (if the contractor is a partnership), or an officer or employee of the contractor having authority to sign on its behalf (if the contractor is a corporation);
- (2) That the proposal has been arrived at by the contractor independently, and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other contractor of materials, supplies, equipment or services described in the RFP designed to limit independent competition.
- (3) That the contents of the proposal have not been communicated by the contractor or its employees or agents to any person not an employee or agent of the contractor or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and
- (4) That the contractor has fully informed itself regarding the accuracy of the statements made in their/its response.
- (5) The contractor is registered with and maintains good standing with the Secretary of State of Missouri, as may be required by law or regulation.
- (6) The undersigned certifies that the contractor (check one) _____ IS or _____ IS NOT currently debarred, suspended, or proposed for debarment by any federal or state entity. The undersigned agrees to notify Truman of any change in this status should one occur, until such time as an award has been made under this procurement action.

In compliance with this RFP document, Project SP26-04 Customer Relationship Management System Services, 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: CONTRACTOR PREPARED EXHIBITS

- Exhibit A: Description of Services
- Exhibit B: Qualifications
- Exhibit C: Pricing