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**REQUEST FOR BID (RFB) – JUNE 2, 2026  
 PROJECT 2027-01 PAVILION**

<p align="center"><b>SUBMITTAL DEADLINE</b>          2:00pm Central Time          Thursday, July 2, 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          Attention: Sarah Jones, Purchasing Buyer          100 East Normal Avenue, McClain Hall 106          Kirksville, MO 63501</p>	<p align="center"><b>DELIVERY BY HAND</b>          Truman State University          Purchasing Department          McClain Hall Room 106          (corner of Franklin and Normal)</p>

Truman State University (Truman) is requesting bids from qualified contractors to provide and install a pavilion at the University Farm located in Kirksville, Missouri. Bids are to be delivered to the Purchasing Department at Truman by 2:00 PM CT, July 2, 2026, at which time the names of those contractors submitting bids will be read aloud. No other public disclosure will be made until after a 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. This form is also required if you wish to receive answers to questions regarding the RFB and any addenda. Addenda will be issued if there are changes to this RFB.

**INTENT TO RESPOND STATEMENT**

\_\_\_ YES      our organization plans to submit a bid in response to this solicitation.

**NO RESPONSE STATEMENT**

\_\_\_ NO      our organization is not submitting a bid 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 purchase is too small                 | <input type="checkbox"/> Licensing restrictions (please explain) |
| <input type="checkbox"/> The purchase 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](http://www.truman.edu).

### **PART II – SPECIFICATIONS AND REQUIREMENTS**

Truman seeks a qualified contractor to provide and install a pavilion at the University Farm located on West LaHarpe Street in Kirksville, Missouri. This RFB contains specific information that must be addressed in the contractor’s response. This RFB, and any subsequent addenda, constitute the specifications and requirements for this project. Any communications regarding specifications and requirements should be directed to Truman’s Purchasing Buyer referenced on the first page of this RFB, and it is the contractor’s responsibility to ensure any request for information is received by Truman’s Purchasing Buyer.

Before responding, contractor(s) will conduct an in-person inspection of the job site to satisfy themselves as to the existing conditions under which they will be obligated to perform. This mandatory inspection of the job site will be scheduled with Truman’s Purchasing Buyer referenced in this RFB. Information provided in this RFB is designed to assist responding contractors, and such information does not alleviate the contractor(s) from thoroughly examining the site conditions.

Unless specifically stated in the RFB, 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 in the contractor’s response.

#### **A. Scope of Work**

1. The purpose of these specifications is to obtain all labor, tools, materials, and equipment necessary for construction of the subgrade, slab, foundations, and pavilion.
2. The contractor shall construct a pre-engineered metal building that meets all applicable engineering codes and standards. The supplier will provide Truman two sets of construction plans and specifications. The building shall be constructed to the following minimum specifications:
  - a. Pavilion structure shall be at least twenty-four (24) feet wide.
  - b. Pavilion structure shall be at least thirty (30) feet in length.
  - c. Pavilion eave height shall be at least eight (8) feet tall.
  - d. The pavilion roof shall have a gable symmetry with a roof pitch of not less than a roof rises four inches (4”) vertically for every twelve inches (12”) of horizontal distance (4:12 pitch).
  - e. The pavilion roof shall have a snow load of not less than twenty (20) pounds per square foot (psf), and a wind load of at least one hundred (100) miles per hour (mph).
  - f. The pavilion roof panels shall be at least twenty-six (26) gauge painted steel, and such panel shall be installed on twenty-four (24) inch centers.
  - g. Truman shall select the roof panel color from manufacturer’s available options.
  - h. The pavilion roof panels shall be steel fastened with self-sealing wood grip screws.
  - i. The pavilion shall include seamless aluminum gutters and down spouts.

3. The contractor shall construct the foundation and support structure to meet or exceed applicable building codes.
4. The contractor shall construct a concrete floor which shall be three (3) inches above the surrounding grade and meet or exceed the specifications defined below.
  - a. The contractor shall place and compact a minimum eight (8") inch gravel base under the concrete floor, and such base shall be compacted.
  - b. The concrete mix shall be a five (5) bag mix.
  - c. The floors thickness/depth shall be a minimum of four (4) inches/ except where piers are needed.
  - d. All concrete areas shall have ten (10) gauge reinforcement wire. The reinforcement wire shall not rest on the compacted subgrade; it shall be elevated a minimum of one and one-half (1½") to two (2") inches above the subgrade to assure that concrete material surrounds the reinforcement wire.
  - e. The pavilion floor's finish shall be a "light" broom finish.
  - f. Expansion joints shall be cut into the floor within twelve (12) hours after the concrete is poured. The expansion joints shall be a minimum of one and one-half (1½") inches deep and spaced no more than ten (10') feet apart.
  - g. The concrete floor shall be at least two (2) feet wider than the drip line edge of the pavilion on all sides.
  - h. All concrete shall slope away from the middle of the pavilion outwards towards the prevailing ground slope.
5. The contractor shall rough in two (2) one (1") inch schedule forty (40) electrical conduits according to applicable codes and the following specifications so that electrical service may be brought to the pavilion at a later date.
  - a. Two (2) conduits shall be secured on opposing columns no less than five (5') feet up from the finished surface.
  - b. The conduits shall be placed directly in line with the column and extend outward from the column from under the finished concrete so that it may be accessed in the future.
  - c. The conduit shall be buried meeting local codes and extended one (1) foot beyond the finished concrete pad.
  - d. Both ends of the conduit shall be sealed with caps to prevent debris and water from entering.

**B. Other Project Requirements:**

1. The contractor will give the proper authorities all notices as required by law related to the work in its charge, obtaining all official permits and paying for all legal fees that are necessary for the performance of the work.
2. All labor, tools, materials and equipment necessary for the completion of all work included in these specifications will be furnished at the contractor's expense.
3. The contractor will confine his apparatus, the storage of materials, and the operation of his workmen to such places and within such limits as to cause the least inconvenience to Truman including, but not limited to, keeping driveways, loading areas, and entrances serving the premises clear and available to Truman. The contractor will only use parking areas designated by Truman.
4. All labor will be performed in a first-class, substantial, neat and workmanlike manner. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from the project site, and dispose of these materials and any other trash in campus trash receptacles.
5. Any and all damage caused by the contractor to Truman's existing facilities will be repaired at the contractor's expense, and everything left as it was prior to the project and complete in every respect.
6. All contractor work will be subject to Truman's approval at all times. No work will be considered acceptable, which may be considered defective or deficient in any of the requirements of these specifications.
7. Warranties:
  - a. A standard form in which the contractor agrees to correct work or parts that fail due to poor workmanship or faulty installation within the specified warranty period.
    - i. The contractor will warrant to Truman that all materials used in the completion of this project will be installed, implemented or operated in accordance with manufacturers' specifications.
    - ii. Steel roof panels will have not less than a twenty-five-year (25) manufacturer's warranty.
    - iii. Contractor will provide not less than a one (1) year warranty for all other pavilion construction elements.
8. All construction will be completed, and final billing submitted, on or before October 30, 2026.

**C. Subcontractor(s)**

1. Contractors are advised that any entity acting as a subcontractor must be acceptable to Truman.
2. Subcontractor payments will be the responsibility of the awarded primary contractor, not Truman. If the awarded primary contractor's subcontractor fails to perform in accordance with the terms of this RFB, then the awarded primary contractor 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

awarded primary contractor will be directly and wholly responsible for the nonperformance or noncompliance of its subcontractor and will bear all attributable costs.

#### **D. Insurance**

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 primary contractor, and any subcontractors, will provide Truman with certificates of insurance for all required policies within ten (10) days of award notification naming Truman State University as an additional insured party. Such certificates will provide that Truman be given at least 30 days prior written notice of any cancellation, intention to not renew, or material changes in these policies. Failure to provide, and continue in force, the insurance coverages required above will be deemed a material breach of the contractual agreement resulting in immediate termination of the contractual agreement. Presence of insurance coverage does not relieve the contractor of obligations assumed by the contractual agreement for which the contractor may be liable.

### **PART III – BID EVALUATION AND AWARD**

#### **A. Preparation of Bids**

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 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 contractors 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](mailto:sjones@truman.edu). Submission of questions and subsequent responses will be issued as an addendum to all prospective contractors on file. No addenda will be issued later than forty-eight (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 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, of relevant information related to the RFB.
2. Before submitting a bid, contractors should become thoroughly familiar with all conditions referred to in this document, along with any addendum issued, before the bid submission date. Failure to do so will be at the contractor's risk. Such an addenda will form a part of the RFB. It will be the contractor's responsibility to ascertain that the bid 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 thirty (30) days from the bid 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 and Award**

1. A contractor's submission must (a) include a signed bid certificate executed by the contractor'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. Contractor's submission will include a current IRS form W-9.
2. A bid may also be withdrawn or modified by the contractor provided requests are made in writing before the RFB opening date and time. Verbal requests to withdraw or modify a bid will not be honored.
3. Bids must be returned to Truman on or before 2:00 PM central time on Thursday, July 2, 2026. Bids 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 contractor's bid to be evaluated and considered for award must be submitted. Failure to submit such data will be deemed a cause for a bid's disqualification from award consideration. Responses to this RFB should be submitted in the format specified. Bids in any other format will be considered informal and may be rejected. Conditional bids will not be considered.
5. Contents of any bid, 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 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, or to accept any bid, or to withhold the award and to waive or decline to waive irregularities in any bid 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 contractor's bid 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 contractor to perform, and each contractor will furnish Truman information and data for this purpose upon request. Truman reserves the right to reject any bid 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 response. Failure of the contractor to submit such information may cause an adverse impact to the evaluation of the contractor's bid. Pursuant to Section 610.021 RSMo, bids will not be available for public review until after a contractual agreement is executed or all bids are rejected. Truman will notify respondents of the contractor selected. Any award protest must be received within ten (10) days after the date of notification of award in accordance with the statute.

### **C. Bid Opening**

1. Bid 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 contractor's responsibility to deliver the bid to Truman by the opening date and time.
3. Bids 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 bids 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 bid. 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 may be made to the contractor whose bid complies with the requirements of the RFB as outlined in Part II, and is the best and lowest bid considering:
  - a. A detailed description of all products and services proposed including, but not limited to itemized pricing, products specifications, applicable warranty(s) and completion date. (submit as Exhibit A: Contractor Prepared BID for Products and Services).
  - b. Contractor qualifications and experience successfully completing similar work outlined in this RFB.
  - c. All other evaluation criteria specified in the RFB and any subsequent negotiations.
3. In the event all 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 bids and to proceed with the evaluation.
4. Any award of a contractual agreement will be made by written notification from Truman to the contractor.
5. Truman reserves the right to waive any minor irregularity or technicality found in any individual bid.
6. Negotiations may be conducted with those contractors who submit potentially acceptable bids. Bid 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. 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 that their response may be accepted without further clarification.
8. Missouri Preference: Bids 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 bid 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; 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 contractor must disclose such fact and provide details with their bid.
9. Supplier Diversity: The State of Missouri is committed to fostering supplier diversity in state contracting. If a respondent is a 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),

The contractor may outline its qualifications in its response. Other respondents are encouraged to engage certified MBEs, WBEs, SDVBEs and VBEs in the performance of services for Truman, and bids 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 response. Truman may monitor a contractor's compliance in meeting diversity participation levels committed to in the awarded bid. 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 bid, the contractor agrees to furnish any and all products and/or services specified in the RFB, at the prices bid, pursuant to all requirements and specifications contained therein.
2. The contractual agreement between Truman and the contractor will consist of (1) RFB and any addendums thereto, and (2) the bid submitted by the contractor in response to this RFB. However, Truman reserves the right to clarify any relationship in writing with the concurrence of the contractor and such written clarification will govern in case of conflict with the applicable requirements stated in this RFB or the contractor's bid response. The contractor is cautioned that its bid 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 contractor 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 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.
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 contractor 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.

7. The contractor 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 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 bid 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. 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.
8. 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.
9. All personnel employed by the contractor will be expected to abide by Truman's requirements that apply to all parties 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. 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 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 people 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 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 contractor's default or 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. 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 (10) working days from notification.
2. 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.
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 contractor 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](mailto: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 contractor's expense.

**PART V: CONTRACTOR PREPARED EXHIBITS:**

**Exhibit A: Bid for Products and Services**

Attach a detailed bid of all products and services proposed in response to this RFB including, but not limited to itemized pricing, products specification, applicable warranty(s) and completion date.

**Exhibit B: Contractor Bid Certificate**

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

In submitting a response to Truman’s RFB, the contractor understands that Truman retains the right to reject any and all bids and to waive irregularities and informalities therein, and to award the contractual agreement in the best interests of Truman. It is also understood that bids may not be withdrawn for a period of 60 days after the date and time set for the receipt of bids. 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 bid 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 RFB designed to limit independent competition.
- (3) That the contents of the bid 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 bid, and will not be communicated to any such person prior to the official opening of the bid; 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 RFB document, Project Number 2027-01 Pavilion 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

\_\_\_\_\_  
Contractor Name / Company

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

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Email

\_\_\_\_\_  
Website

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