



Purchasing
Truman State University
McClain Hall 106
100 E. Normal Ave.
Kirksville, MO 63501
Phone: 660-785-4326
Fax: 660-785-7337

Email: lthrasher@truman.edu

Website: <http://www.truman.edu/businessoffice/purchasing/>

February 23, 2021

REQUEST FOR PROPOSALS (RFP)

PROJECT SP21-17 Miscellaneous Plumbing For the Campus of Truman State University

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

SUBMITTAL DEADLINE	SUBMIT
2:00 P.M. CDT Local Time, Tuesday, March 9, 2021	One (1) Original or One (1) Electronic copy via Email or Thumb Drive
DELIVERY BY MAIL	DELIVERY BY HAND
Truman State University Attn: Laura Thrasher, Buyer Purchasing Department 106 McClain Hall 100 E. Normal Ave. Kirksville, MO 63501	Truman State University Purchasing Department 106 McClain Hall Kirksville, MO 63501



PROPOSER REGISTRY FOR NOTIFICATION OF INTENT TO RESPOND

TRUMAN STATE UNIVERSITY

Project SP21-17

Miscellaneous Plumbing for the Campus of Truman State University

Please complete and submit this form prior to the submittal deadline as shown on the Request for Proposals document. Please fax to 660-785-7337 or email to lthrasher@truman.edu. This page is not part of the RFP package and must be submitted to notify TRUMAN STATE UNIVERSITY of your interest in this project and for TRUMAN to notify your organization of any addenda. These addenda are issued if there is a need to change the specifications or closing date/time of the request.

INTENT TO RESPOND STATEMENT

____ YES Our organization plans to submit a response to this solicitation for bids:

NO RESPONSE STATEMENT

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

We do not offer this commodity
and/or service or an
equivalent

Our schedule would not permit us
to perform

The project is too small

The project is too large

Insufficient time to respond to the
invitation to bid.

Cannot meet delivery
requirements

Licensing restrictions (please
explain)

Other reasons or additional
comments (please explain
below)

Name of Organization:

Contact Name:

Contact Address:

Contact Phone Number:

Fax Number:

Contact Email Address:

**REQUEST FOR PROPOSALS
FOR
Miscellaneous Plumbing for the Campus of
Truman State University**



Project No. SP21-17

**TRUMAN STATE UNIVERSITY
Kirksville, Missouri**

February 23, 2021

Proposal Opening Date: March 9, 2021

Time: 2:00 PM CDT

Request for Proposal – Notice to Vendors

Truman State University is requesting electronic proposals from qualified Contractors to provide miscellaneous plumbing in various locations and buildings located on the campus of Truman State University.

E-mailed proposals should be submitted as a single file or submit proposal via flash mailed or delivered to Truman State University. If submitted for this proposal, financials should be submitted as a separate file.

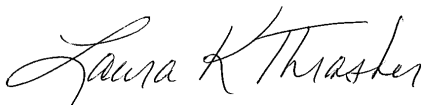
Proposals are to be addressed and delivered to the Purchasing Department, 106 McClain Hall, Truman State University, Kirksville, MO 63501 until 2:00 PM CDT, Tuesday, March 9, 2021, at which time the names of those Contractor or individuals submitting proposals will be read aloud. No other public disclosure will be made until after an award of the contract.

Request of Proposal documents are available from the University by contacting the below address or on the Purchasing Website at <http://businessoffice.truman.edu/purchasing/bids/OpenBids.asp>.

A one-page Proposer Registry for Notification of Intent to Respond to this RFP document is the second page of the RFP document. This form is required if you plan to submit a proposal and wish to receive any (1) RFP addenda and (2) answers to questions regarding the RFP or addenda that have, in the University's opinion, general applicability. If your Contractor chooses not to respond, we ask that you complete the bottom half of this page and return to us.

The University's delivery address is:

Truman State University
Purchasing Department
McClain Hall 106
100 East Normal
Kirksville, MO 63501



Laura Thrasher
Purchasing Buyer
Truman State University

**SPECIFICATIONS FOR
MISCELLANEOUS PLUMBING
FOR THE CAMPUS OF
TRUMAN STATE UNIVERSITY
KIRKSVILLE, MO**

Project No. SP21-17

**Truman State University
Kirksville, MO**

Services to be performed on an as-needed basis include the furnishing of all labor, materials, tools, equipment, supplies, services, tasks and incidental and customary work necessary to competently perform on-call plumbing maintenance and repair work at various Truman State University facilities. The work will include as needed maintenance and repair services consisting of a variety of tasks in repairing or opening drain lines including, but not limited to, laying out, installing, replacing, piping, and testing plumbing service, camera inspection, of plumbing systems and most components. Systems include drain line piping, but are not limited to domestic water, hot water, conditioned water systems, pool water, sanitary sewer, and storm water systems. As well as all other related components required for buildings and facilities. Services will include, but not be limited to repairing/ opening of the drain line piping to the following, commodes, urinals, drinking fountains, pools, water spray features, plus additional plumbing related issues as they arise. The scope and number of projects and tasks are unknown at the time of contract execution.

- I. TERM:** For the period beginning from March 1, 2021 through June 30, 2022. All labor, materials, services, equipment, etc. necessary to repair plumbing services as defined in the scope will be required of the selected Contractor. All work shall be subject to the terms and conditions of these documents.

- II. GENERAL CONDITIONS:** The selected Contractor shall conform to all requirements of these specifications. In case any point with regard to the true extent of these specifications are not fully understood by the vendor or if there is any doubt as to the items to be included in their proposal, the vendor shall contact the Physical Plant Director, or his designate, for such further instructions as may be necessary. In no case shall a proposal be submitted in uncertainty.

- III. EXAMINATIONS OF PREMISES:** Before submitting proposals for this RFP, each contractor shall examine, and satisfy themselves as to the existing conditions under which they will be obliged to operate, or that will in any manner affect the work under this contract. No allowances will be made for any error or negligence on the part of the selected Contractor for not examining the site for existing conditions.

All information is provided only for the assistance of the contractor and does not alleviate the contractor from thoroughly examining the site conditions. Failure of the vendors to review the site will not excuse vendors from performing the work as specified.

The Contractor awarded this contract will be given specific locations for the requested plumbing repair when areas “campus-wide” need to have services performed. At that time, the Contractor shall be require to respond to the specific locations as requested by the Truman State University, within an 8

hour time frame for non-emergency calls. Truman State University will be given priority service in the Contractor's response to all requests for repairs or unscheduled emergency repairs as required, 24 hours per day, 365 days per year, including holidays. All costs for labor and materials for these calls shall be included in the proposal. Response time by the Contractor shall be within four (4) hours of all emergency requests.

- IV. SPECIFICATIONS:** These specifications are intended to fully cover all phases of work required. Should a case arise in which they apparently do not, the Physical Plant Director, or his designate, shall decide such questions and the decision shall be final and binding on all parties. Notification of changes will be made in the form of a written addendum and forwarded to all vendors currently holding specifications for this project. Truman reserves the right to waive any technical specification of any single instance of the work required at the sole discretion of the Physical Plant Director or his designate.
- V. QUALITY AND WORKMANSHIP:** All labor, tools, materials and equipment necessary for the completion of all work required in these specifications shall be furnished at the selected Contractor's own expense. All materials used shall be new and both materials and workmanship shall be of the best quality and shall be subject to the approval of the Physical Plant Director, or his designate, who shall afford every facility for ascertaining and determining the skill and competency of such labor, and of examining, inspecting and testing such materials as may be deemed necessary.
- All labor shall be performed in a first-class, substantial, neat and workmanlike manner. All work shall be performed by workmen skilled in their trades and none but a first-class and complete job shall be accepted. It is implied that the selected Contractor shall, as part of this work, make all parts come together in a neat and finished manner, with minor work not mentioned but being required, also completed to make a first-class job.
- VI. PERMITS, LICENSES, AND SO FORTH:** The selected Contractor shall give the proper authorities all notices as required by law relative to the work in his charge, obtaining all official permits and paying for all legal fees that are necessary for the due and faithful performance of the work herein listed.
- VII. DEFECTIVE WORK:** No work will be considered accepted which may be considered defective or deficient in any of the requirements of these specifications and drawings. The selected Contractor will be required to correct any imperfect work whenever discovered within a one (1) year period of final acceptance.
- VIII. INSPECTION OF WORK:** All work performed by the selected Contractor shall be subject to the approval of the Physical Plant Director or his designate, at all times during the progress of the work.
- IX. PROTECTION OF WORK:** The Owner's property and the work performed, as well as the materials to be used, shall at all times be thoroughly protected from the weather and other causes, and all damage resulting from such neglect shall be made good by the selected Contractor at their own expense.

X. SPECIFICALLY:

A. General Scope:

1. It is the intent of these specifications to set forth the terms and conditions, of performing services to be “performed on an as-needed basis” include the furnishing of all labor, materials, tools, equipment, supplies, services, tasks and incidental and customary work necessary to competently perform on-call plumbing maintenance and repair work at various Truman State University facilities. The work will include as needed maintenance and repair services consisting of a variety of tasks in repairing or opening of drain lines including, but not limited to, laying out, installing, replacing, piping, and testing plumbing service, camera inspection of plumbing systems and most components. Systems include drain line piping, but are not limited to domestic water, hot water, conditioned water systems, pool water, sanitary sewer, and storm water systems. As well as all other related components required for buildings and facilities. Services will include, but not be limited to repairing or opening of the drain line piping to the following, commodes, urinals, drinking fountains, pools, water spray features, plus additional plumbing related issues as they arise. The scope and number of projects and tasks are unknown at the time of contract execution.
2. We are requesting the following Bid Schedule for Plumbing On-Call Maintenance Services at Truman State University. Name of Contractor: _____
 - a) Base Bid: Item #1 Item Hourly Rate (8:00 a.m. to 5:00 p.m.)
 - b) Base Bid: Item #2 Shop Rate for Plumbing Services (8:00 a.m. to 5:00 p.m.)
 - c) Base Bid: Item #3 Overtime Rate for Plumbing (5:00 p.m. to 8:00 a.m.)
 - d) Base Bid: Item #4 Saturday, Sunday and Holiday Rate
 - e) Base Bid: Item#5 Equipment Rate Schedule Describe Equipment & Hourly or Flat Rate.
3. Please answer the following: How many years has your company been in business under its present business name? _____. Describe your previous experience providing plumbing on-call services at like sized public agencies and/or private companies. _____

4. State any and all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Give names, street addresses, and phone numbers and explain the circumstances. _____

5. Assessment of Work Quality, Performance and Working Relationships with Current and Recent Clients:
 - a) List three (3) like-sized customers that you have provided ongoing services to within the last three (3) years.
 - b) Provide the following information for each contact:
 - c) Customer Name
 - d) Customer Contact Name
 - e) Phone Number
 - f) Number of years your firm has provided plumbing on-call services to Customer.
 - g) Names of facilities/locations where services have been provided.
6. Once awarded the contract, the selected Contractor will be notified by the Truman State University to either inspect a site that has plumbing work to be done or will be provided information over the phone. Then the selected Contractor will be required to work with Truman's staff to establish a scope for the service call, estimate arrival time day/date, and establish approximant time and materials needed, to compute cost.
7. **The work if not of an emergency nature will always requires a written quote, THE UNIVERSITY WILL ISSUE A PURCHASE ORDER TO COVER THE COST OF THE REQUESTED WORK. APPROVALS MUST BE GIVEN TO THE SELECTED CONTRACTOR PRIOR TO ANY WORK TO BEGIN.**
8. Major Plumbing Repair
9. In the event that a plumbing repair (between \$10,000 - \$25,000) is required for any location, the University reserves the right to follow the following procedure:
 - a) Ask the selected Contractor to provide a listing of materials including procedures (labor) anticipated to be required in the plumbing installation and/or repair.
 - b) Ask the selected Contractor to bid for the required materials and labor with a "not-to-exceed" price for the plumbing installation and/or repair.
 - c) The University may elect to take the selected Contractor's price for materials and labor for the plumbing installation and/or repair service or to seek other bids for those materials and the specific plumbing installation and/or repair.
 - d) In the event that a major plumbing installation and/or repair (over \$25,000) is required for any location, the University will solicit competitive proposals from Vendors

XI. SALES TAX EXEMPTION:

- A. The University will utilize its exemption from payment of sales tax. The proposals shall not include sales tax. The University's exercise of the rights under this paragraph shall not reduce the vendor's obligation to the University with respect to these specifications and drawings.
- B. The selected Contractor will be provided with the University Sales Tax Exemption Letter to be utilized for this project only.

XII. BIDDING PROCEDURES:

- A. Prices quoted shall include all aspects of the work specified.
- B. Contractors shall submit quotes for miscellaneous plumbing repair services in the following format:
 - 1. Hourly rate for hours to be worked. This rate shall cover hours from the time the selected Contractor's personnel arrive at the University to the time they leave the University.
 - 2. Contractors will be asked to quote an hourly rate for work to be performed during normal business hours Monday – Friday 8am to 5pm in addition to an hourly rate for weekends and holidays.
 - 3. Materials will be invoiced according to each location requested by the University to receive repair.
- C. Only one (1) contract will be awarded for the work.

XIII. GUARANTEE: The selected Contractor shall provide a (1) year warranty on workmanship and shall supply manufacturer's warranty on materials.

XIV. USE OF PREMISES: The selected contractor shall 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 the University.

XV. REMOVAL OF RUBBISH: The selected Contractor shall not allow any dirt or rubbish to accumulate in the buildings or on the grounds adjoining the buildings. The selected Contractor shall promptly remove all debris and properly dispose of it off-campus. This also includes removal of any item(s) associated with the project that are considered hazardous waste.

XVI. ACCEPTANCE: Upon inspection of all work for damage and quality, the University will provide written acceptance or list of requirements to make work acceptable.

XVII. CONTRACT PERIOD: Contract award shall be from March 1, 2021 through June 30, 2022. Upon mutual agreement of the University and the Selected Contractor, either party may cancel the contract for non-compliance of terms after providing written notice 30 days in advance.

This contract may be renewed for four (4) additional one (1) year periods ending June 30, 2026. The selected Contractor will be notified in writing to provide an hourly rate based on the wage rate that will be applicable for each renewal contract period starting July 1st of the contract year.

XVIII. GENERAL CONTRACTUAL REQUIREMENTS

- A. The contract between Truman and the selected Contractor shall consist of (1) RFP and any amendments thereto, and (2) the proposal submitted by the selected 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 shall govern. However, Truman reserves the right to clarify any contractual relationship in writing with the concurrence of the selected Contractor and such written clarification shall govern in case of conflict with the applicable requirements stated in this RFP or the selected Contractor's proposal response. In all other matters not affected by the written clarification, if any, the RFP shall govern. The Contractor is cautioned that its proposal shall be subject to acceptance by Truman without further clarification.
- B. Any change in the contract including the Scope of Services described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the selected Contractor and Truman. Any amendments to the contract shall (1) specify an effective date; (2) specify any increases or decreases in the amount of the selected Contractor's compensation, if applicable; (3) describe changes, if any, to the provisions of the contract; (4) be entitled as an "Amendment"; and (5) signed by the parties identified in the preceding sentence. The selected Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment to the contract.
- C. All reports, data and materials developed or acquired by the selected Contractor as a direct requirement specified in the contract/purchase order shall become the property of Truman. All reports, data or materials that may reveal names or identification numbers of individuals, employees, or corporate entities, if not returned to Truman, must be properly destroyed so as to keep such information confidential. No reports or materials prepared, as required by the contract/purchase order, shall be released to the public without the prior written consent of Truman.
- D. The selected Contractor shall not at any time sell, convey, transfer, mortgage or assign any interest in the contract/purchase order, either in whole or in part, nor any of its rights, title, interest or privilege hereunder whatsoever, in the contract/purchase order without the prior written consent of Truman.
- E. Contractor agree that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further agree that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract/purchase order.
- F. Contractor shall not provide any perquisites, favors, or gifts to any Truman employees which tend to curry favor with any specific persons or which incur expenses to be borne by Truman. Contractor shall not attempt to gain support and appreciation from any group of employees other than providing the high quality consulting services possible.

- G. Upon filing for any 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 benefits of creditors, the Contractor must notify Truman immediately. Upon learning of such actions, Truman reserves the right at its sole discretion to either cancel or reaffirm the contract.
- H. Truman may cancel the contract at any time for a material breach of any contractual obligation by providing the selected Contractor with a written notice of such cancellation. At its sole discretion, the University may give the Contractor an opportunity to cure the breach or to explain how the breach will be cured. If the Contractor fails to cure the breach, the University reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and charge the contractor for any additional costs incurred as a result. Should Truman exercise its right to cancel the contract/purchase order for such a reason, the cancellation shall become effective on the date as specified in the Notice of Cancellation sent to the selected Contractor.
- I. Truman reserves the right to terminate the contract at any time without penalty or recourse, by giving written notice to the Contractor at least 30 days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment and accomplishments prepared, furnished or completed by the Contractor pursuant to the terms of the contract shall, at the option of Truman, become the property of Truman. The Contractor shall be entitled to receive just and equitable compensation for that work completed pursuant to the contract prior to the effective date of termination.
- J. Any written notice of the Contractor shall be deemed sufficient when deposited in the United States mail, postage prepaid, and addressed to the Contractor or at its address as listed on the signature page of the contract, or as such address as the Contractor may have requested in writing.
- K. The contractor understands and agrees that monies required to fund the contract must be appropriated for each fiscal year included within the contract period (the University's fiscal year runs July 1 through June 30). The contract shall not be binding upon the University for any period in which funds have not been appropriated, and the University shall not be liable for any costs associated with termination caused by lack of appropriations.
- L. 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 Contractor who may want to do business with Truman without the prior written approval of the University's Purchasing Department. Any future business with Truman will be obtained through a proposal process.
- M. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.

- N. The Contractor represents himself/herself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of Truman. Therefore, the selected Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc. and agrees to indemnify, save and hold Truman, its officers, agents and employees, harmless from and against any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- O. The selected Contractor and all subcontracted Contractor doing business with Truman must agree not to discriminate on the basis of race, color, religion, national origin, sex, disability or veteran status. If discrimination by the selected Contractor or subcontracted Contractor is found to exist, Truman will take appropriate action which may include, but not be limited to, cancellation of the contract, removal from all bidders' lists until corrective action is made and ensured, and referral to the Attorney General's Office.

**TRUMAN STATE UNIVERSITY
PROPOSAL CERTIFICATION**

The Contractor certifies it is authorized to obligate the represented Contractor and further agrees with all terms, conditions, and requirements of the Truman's RFP.

The Contractor further certifies the responses and resulting proposal to Truman's Request for Proposal 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 contract 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 vendor of materials, supplies, equipment or services described in the RFP designed to limit independent bidding or competition;
- (3) That the contents of the proposal has 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 himself/herself regarding the accuracy of the statements made in their response.
- (5) The Contractor is registered with and maintains good standing with the Secretary of State of the State of Missouri, as may be required by law or regulation.
- (6) The undersigned certifies that their 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 the University 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. SP21-17, 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.

Telephone Number

Address

Fax Number