



Truman State University
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REQUEST FOR PROPOSALS (RFP) – DECEMBER 17, 2024
PROJECT SP25-08 INDEPENDENT AUDITING SERVICES

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

<p>SUBMITTAL DEADLINE 2:00pm Central Time Thursday, January 16, 2025</p>	<p>SUBMIT One (1) Electronic copy via thumb drive or email to lthrasher@truman.edu</p>
<p>DELIVERY BY MAIL Truman State University Purchasing Buyer Laura Thrasher 100 East Normal Avenue Kirksville, MO 63501</p>	<p>DELIVERY BY HAND Truman State University Purchasing Department 106 McClain Hall (corner of Franklin and Normal)</p>

Truman State University (Truman) is requesting proposals from qualified firms to provide independent auditing services to Truman State University and associated entities. Proposals may be delivered to the Purchasing Department at Truman until 2:00 PM CT, January 16, 2025, at which time the names of those firms submitting proposals will be read aloud. No other public disclosure will be made until after an award of the contract.

RFP documents are available at <http://businessoffice.truman.edu/purchasing/bids/OpenBids.asp>. A notification of intent to respond to this RFP is located immediately below. This page 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. Truman offers numerous bachelors, masters, and minor degrees in addition to certificate programs. Truman is accredited by North Central Association of Colleges and Schools and The Higher Learning Commission. Truman has been recognized as the number one Midwest regional public university in U.S. News & World Report’s "Best Colleges" publication for more than twenty consecutive years. In addition to being recognized scholars, Truman students and alumni are known as contributors to their communities, creative problem solvers and goal-oriented professionals. More information about Truman is available at www.truman.edu.

PART II – SPECIFICATIONS AND REQUIREMENTS

Truman seeks a single professional firm to provide independent auditing services. This RFP contains specific information that must be addressed in the firm’s proposal response. This RFP, and any subsequent addenda, constitute the specifications and requirements for this project. Any and all communications regarding specifications and requirements should be directed to Truman’s Purchasing Buyer referenced on the first page of this RFP, and it is the firm’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 firm 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 firm’s proposal.

A. Audit Report Specifications

1. The selected auditing firm will prepare the following audit reports:
 - a. An annual audit report containing Truman State University’s financial statements. These financial statements represent a consolidated presentation comprised of both Truman State University’s and the Truman State University Foundation’s financial information (Truman Provided Exhibit A).
 - b. An annual uniform guidance single audit report for Truman State University in accordance with the compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement(s) (Truman Provided Exhibit B).
 - c. An annual audit report containing the Truman State University Foundation’s financial statements. The Truman State University Foundation requires separate audited financial statements apart from Truman State University (Truman Provided Exhibit C).
 - d. An annual audit report of the Truman State University Housing System Revenue Bond Fund. This audit report fulfills Truman State University’s revenue bond reporting requirements (Truman Provided Exhibit D).
 - e. An agreed upon procedures report for Truman’s NCAA Athletic operations completed every three (3) years (Truman Provided Exhibit E).

2. Audit work will be performed in accordance with generally accepted auditing standards, Government Accounting Standards Boards (GASB) audit requirements, the U.S. Office of Management and Budget Uniform Guidance, and any other applicable standards specific to higher education institutions and/or non-profit entities.
3. The selected auditing firm will submit its opinion concerning whether Truman's financial statements are presented fairly, in all material respects to the financial position, results of operations, and cash flows in conformity with generally accepted accounting principles.
4. The selected auditing firm will meet annually with both the Truman State University Board of Governors and the Truman State University Board of Directors in committee and general session before the audit commences to preview the audit process and after the audit process is complete to present results:
 - a. Preview for all audit reports: April Board and Committee Meetings.
 - b. University and Foundation reports: October Board and Committee Meetings.
 - c. Single, Housing System Revenue Bond Fund and NCAA reports: December Board and Committee Meetings.
5. Historically, the selected auditing firm has been actively engaged with Truman personnel for six (6) weeks per year. These dates during fiscal year 2024 were as follows: May 28 - June 6, August 12-30; and October 21-24. Generally, engagement dates will adhere to the following calendar:
 - a. Single Audit and Interim Procedures: Last week of May and first week of June.
 - b. Fiscal Year-End Fieldwork: Three (3) weeks in August.
 - c. Revenue Bond Procedures: One (1) week in October.

B. Tax Return Specifications

1. The selected auditing firm will prepare the following federal and state tax returns in accordance with federal and state filing instructions and deadlines:
 - a. An annual 990 and 990T return(s) for Truman State University.
 - b. An annual 990 and 990T return(s) for Truman State University Foundation.
 - c. An annual 990 return for the Truman State University National Alumni Association.
 - d. An annual 990 return for the Missouri Council of Public Higher Education.

C. Other Considerations and Requirements

1. Truman's fiscal year ends June 30.
2. Truman's audit team is comprised of a Comptroller, Assistant Comptroller, Accounts Payable and Grants Supervisor, Financial Aid Director, Student Accounts Supervisor and Human Resources Director.
3. Truman outsources the management of the University's and the Foundation's investment portfolios. The Foundation's investment portfolio contains certain alternative investments which require confirmation of custody values and may require tax returns to be filed in various states.
4. Most of Truman's financial information is maintained on Ellucian Banner modules which includes finance, student receivables, capital assets, payroll, student financial aid, contributions, and grants.
5. Truman provides prepared by client (PBC) schedules before and during fieldwork. Firms interested in receiving a listing of these specific PBC schedules should contact Truman's Purchasing Buyer referenced in this RFP.
6. Truman prepares draft financial statements with the exception of the cash flow statement(s). Historically, the selected firm has prepared the cash flow statement(s) and assisted in the preparation of the deposits and investments section included in the notes to the financial statements.
7. Historically, a draft Schedule of Expenditures for Federal Awards (SEFA) has been supplied to the audit firm in May. Interim procedures are performed during the May and June, and updates are made during fieldwork in August. From time-to-time, additional audits of major federal programs may be necessary as required by governmental regulations. The audit firm puts the SEFA in final form and uploads the annual uniform guidance single audit report to the Federal Audit Clearinghouse website by the deadline required under federal regulations.
8. The Truman State University Housing System Revenue Bond Fund audit report must be completed and submitted to the registries by 180 days after the completion of the fiscal year. Historically, the University has uploaded the required materials to the Electronic Municipal Market Access (EMMA) website.
9. From time-to-time Truman seeks training and educational resources pertaining to new and existing governmental accounting standards, federal and state tax codes, and other associated financial reporting guidance. These ancillary services may be delivered to Truman in various formats including, but not limited to, conferences, webinars, workshops, and periodic written updates.

PART III –PROPOSAL EVALUATION AND AWARD

A. Preparation of Proposals

1. It will be the firm's responsibility to ask questions, request changes or clarification, or otherwise advise Truman if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from proposing firms 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 firms 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 firm receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all firms will be advised, via the issuance of an addendum to the RFP, of relevant information related to the RFP.
2. Before submitting a proposal, firms 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 firm's risk. Such addenda will form a part of the RFP. It will be the firm'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 firm must include a signed RFP Proposal Certification executed by the firm'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 firm 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, January 16, 2024. Proposals may be emailed, mailed or delivered in person to the addresses outlined on the first page of this RFP.
4. All data required herein in order for the firm's proposal to be evaluated and considered for award must be submitted. Failure to submit such data will be deemed a cause for disqualification of a proposal from award consideration. Responses to this RFP should be submitted in the format specified. Proposals in any other format will be considered informal and may be rejected. Conditional proposals will not be considered.
5. Contents of any proposal, attachment, and explanation submitted in response to this RFP, except copyrighted material, will become the property of Truman. All copyrighted material must be clearly marked.
6. If your proposal contains any information you consider to be proprietary, you must place it in a separate envelope or file if e-mailed and mark it "Proprietary Information". Truman is the final authority as to the extent of material considered proprietary or confidential. Pricing information cannot be considered proprietary.
7. Truman reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when Truman determines that it is in their best interest to do so. Truman also reserves the right to hold all proposals for a period of up to three (3) months after the opening date.
8. After the initial screening process, those firms 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. Firms 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. Firms 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 firm's proposal response, question and answer conferences, references, or any other source, in the evaluation process. Truman reserves the right to take such steps as it deems necessary to determine the ability of a firm to perform the work,

and each firm 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 firm, does not satisfy Truman that the firm is qualified to properly carry out the terms of these specifications. It is the firm'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 firm's proposal response. Failure of the firm to submit such information may cause an adverse impact on the evaluation of the firm'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 firm whom has been selected to perform these services. Any award protest must be received within ten (10) days after the date of notification of award in accordance with the statute.

C. Proposal Opening

1. Proposal openings are public on the opening date and time specified on the RFP document. Only the names of the RFP respondents will be read at the opening. Proposal content will not be disclosed.
2. It is the firm'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 firm'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 firm 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 firm whose proposal complies with the requirements of the RFP as outlined in Part II, and is the lowest and the best proposal considering:
 - a. How the services offered will meet the requirements of this RFP (submit as Exhibit A: Description of Services). Address the following items:
 1. Key elements of the firm's audit approach, including pre-engagement planning
 2. Evaluation of internal controls
 3. Peer review and quality assurance
 4. Value added client services
 - b. Qualifications and demonstrated ability to meet the requirements of this RFP (submit the following items as Exhibit B: Qualifications). Address the following items:
 1. Provide a general overview of your firm, including parent and/or subsidiary companies.
 2. Describe the firm's experience in providing similar products and services to other clients.
 3. Provide the name, title, address, phone number and email address of the firm's primary contact.
 4. Provide the persons who may be assigned to manage Truman's account. Include background information as to their qualifications and expertise in auditing higher education institutions, federal funds and/or non-profit agencies.
 5. 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). Any pricing information submitted by a firm, but not reflected on the pricing page, will be subject to evaluation if deemed to be in Truman's best interest.
 - 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 firms 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 firms.
6. Any award of a contractual agreement will be made by written notification from Truman to the firm.
7. Truman reserves the right to request written clarification of any portion of a firm's response in order to verify intent. However, firms are cautioned their response may be accepted without further clarification.

8. Missouri Preference Executive Order: Proposals are being sought from Missouri and out-of-state companies. As a public institution, Truman must follow State of Missouri rules and regulations regarding the procurement of services. Executive Order 03-27 states Missouri state government agencies will purchase a Missouri product unless it is determined that the value (including, but not limited to price, performance and quality) of the Missouri product does not meet the needs of the user. In assessing value, Truman may consider the economic impact to the State of Missouri for Missouri products versus the economic impact if products generated from out of state. This economic impact may include the revenues returned to the state through tax revenue obligations. Firms 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 firm'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 firm must disclose such fact and provide details with their proposal.
9. Diversity Participation: Truman is committed to and supports diversity as an essential part of Truman's mission and core values. To qualify as a Diverse Contractor, the company must be at least 51% owned and controlled by someone in one of the recognized groups. These firms can be a sole proprietorship, partnership, joint venture or corporation. Diverse firms should be certified from a recognized certifying agency. Truman recognizes the following groups:
 - a. MBE (Minority Owned Business Enterprise)
 - b. WBE (Women Owned Business Enterprise)
 - c. DVBE (Service-Disabled Veteran Owned Business Enterprise)
 - d. VBE (Veteran Owned Business Enterprise)

Proposal evaluations will include the level of diversity participation. Proposals that do not meet the participation requirements for firm diversity will not receive any preference during proposal review. Truman may monitor a firm's compliance in meeting diversity participation levels committed to in the awarded proposal. In accordance with Executive Order 98-21, firms are encouraged to utilize certified minority and women-owned business in selecting other appropriate resources. Executive Order 98-21 directs state agencies to increase the participation of certified minority business enterprises (MBE) and women business enterprises (WBE) in state procurements. MBE/WBE certification issued by the Missouri Offices of Administration and Equal Opportunity is required to be considered an eligible MBE/WBE in meeting participation goals. If you qualify as a MBE or a WBE as defined in 37.020 RSMo, please outline your firm's qualification in the proposal response. Truman serves from time to time as a contractor for the United States government. Accordingly, the provider of goods and/or services will comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.

PART IV – CONTRACTUAL AGREEMENT

A. General Terms and Conditions

1. By submitting a proposal, the firm 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 firm will consist of (1) RFP and any addendums thereto, and (2) the proposal submitted by the firm in response to this RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the RFP will govern. However, Truman reserves the right to clarify any relationship in writing with the concurrence of the firm and such written clarification will govern in case of conflict with the applicable requirements stated in this RFP or the firm's proposal response. In all other matters not affected by the written clarification, if any, the RFP will govern. The firm 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 firm must receive a properly authorized contractual agreement and/or purchase order from Truman.
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 firm and Truman or by a contractual agreement change order prior to the effective date of such modification. The firm understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, will be used or construed as an addendum/change order to the contractual agreement.
5. The term of the contractual agreement will commence on April 1, 2025 and extend through March 31, 2030.
6. The firm 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 firm 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 firm 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 firm 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 firm 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 firm 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 firms 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 firm 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 firm 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 firm will comply with all applicable requirements of the Americans with Disabilities Act (ADA).
7. Anti-Discrimination Against Israel Act Requirements: If the firm meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the firm will not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.
8. All personnel employed by the firm to service Truman's account will abide by Truman's requirements that apply to all vendors performing services at any facility owned or operated by Truman. These requirements include:
 - 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. Firms 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. Firms further agree that no person having any such known interest will be employed, directly or indirectly, in the contractual agreement.
3. Firms 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. Firms 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 firm's default or breach of the contractual agreement.
2. The firm agrees and understands that the contractual agreement will constitute an assignment by the firm to Truman of all rights, title and interest in and to all causes of action that the firm 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 firm 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 after January 1, 2026 by giving the other party prior written notice of at least three hundred and sixty (360) days.
2. In the event of material breach of contractual obligations by the firm, Truman may cancel the contractual agreement. At its sole discretion, Truman may give the firm an opportunity to cure the breach or to explain how the breach will be cured. The cure must be completed within 10 working days from notification.
3. If the firm 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 firm for any costs incurred.
5. The firm 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 firm, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the firm must notify Truman immediately. Truman reserves the right to either cancel the contractual agreement or affirm the contractual agreement and hold the firm responsible for damages.

F. Invoicing and Payment

1. Upon receiving a request for payment, Truman will inspect for 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 firm, 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 firm'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 firm 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 firm at the firm's address listed in the contractual agreement.
2. Materials developed or acquired by the firm 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. Firm will deliver such records to Truman upon request.

PART V: TRUMAN STATE UNIVERSITY PROPOSAL CERTIFICATION

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

In submitting a response to Truman’s RFP, the firm 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 firm hereby affirms:

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

In compliance with this RFP document, Project No. SP25-08 Independent Auditing 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: TRUMAN PROVIDED EXHIBITS

The following exhibits are available for review at: <https://www.truman.edu/businessoffice/purchasing/open-bids/>

Exhibit A: Truman State University Audit Report

Exhibit B: Truman State University Uniform Guidance Single Audit Report

Exhibit C: Truman State University Foundation Audit Report

Exhibit D: Truman State University Housing System Revenue Bond Fund Audit Report

Exhibit E: Truman State University NCAA Agreed Upon Procedures Report

PART VII: AUDITING FIRM PREPARED EXHIBITS

Exhibit A: Independent Auditing Firm Prepared Description of Services

1. Key elements of the firm’s audit approach, including pre-engagement planning
2. Evaluation of internal controls
3. Peer review and quality assurance
4. Value added client services

Exhibit B: Independent Auditing Firm Prepared Qualifications

1. Provide a general overview of your firm, including parent and/or subsidiary companies.
2. Describe the firm’s experience in providing similar products and services to other clients.
3. Provide the name, title, address, phone number and email address of the firm’s primary contact.
4. Provide the persons who may be assigned to manage Truman’s account. Include background information as to their qualifications and expertise in auditing higher education institutions, federal funds and/or other not-for-profit agencies.
5. Provide no less than five (5) customer references with contact, position, phone number and e-mail.

Exhibit C: Independent Auditing Firm Prepared Pricing Schedule

1. General Audit of Truman State University	\$ _____
2. General Audit of the Truman State University Foundation	\$ _____
3. Single audit of Truman State University’s use of federal funds in accordance with OMB’s Uniform Guidance	\$ _____
4. Truman State University’s Housing System Revenue Bond Fund Audit Report	\$ _____
5. NCAA Agreed Upon Procedures Report	\$ _____
6. Preparation of the Truman State University 990 / 990T	\$ _____
7. Preparation of the Truman State University Foundation 990 / 990T	\$ _____
8. Preparation of the Truman State University National Alumni Association 990	\$ _____
9. Preparation of the Council on Public Higher Education 990	\$ _____
10. Tax & consultation services, submit as an average per hour rate	\$ _____
11. Other expenses (explain)	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
12. Total Annual Price	\$ _____