



REQUEST FOR PROPOSAL RFP27-017

for

CONCRETE REPAIRS AND SEALING

Submission Deadline: October 20, 2026

2:00 p.m. CST

Questions and/or requests for clarification of this RFP should be submitted via email to the Purchasing Department at purchase@missouriwestern.edu. All questions and/or clarifications can be sent at any time regarding this RFP to the Purchasing Department until 9:00 a.m. CST on October 12, 2026. Questions received after this date may not be answered. Please reference RFP27-017 on all correspondence. It is the responsibility of all interested parties to read this information and return it as part of the RFP confirming receipt.

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Purpose

Missouri Western State University, MWSU, is seeking qualified contractors to provide asphalt pavement sealing and repair services at various campus locations. The scope of work outlined herein is intended to describe the general nature of the services required and the various components associated with the performance of the work.

Scope of Work

- Contractor shall provide and install temporary traffic control, specific to each location based on the type of method of repair. Contractor will be permitted to work at multiple locations at one time under the condition that the locations are approved in advance by MWSU and that the appropriate traffic controls are in place for each specific location. After the work has been completed, the contractor shall remove all traffic control devices.
- Crack seal repairs- Contractor shall sweep and clean surface within the specified area, clean out each individual crack, and fill with approved hot asphalt crack sealant or approved equivalent material.
- Sealing of all identified lots and roadways identified in this document and attached campus map. These areas will include Downs Drive, South East Drive, South West Drive, Ronald Reed Jr Way Drive, East University Drive, Lot L, and Lot A.
- All areas will be sealed with (2) coats of commercial grade asphalt sealer. Product shall be included in the pricing in Attachment A.
- After all repairs have been made and surfaces have been sealed, all traffic stripes and pavement markings shall be repainted.
- All work, striping, etc. shall meet or exceed industry standards.
- All ADA compliance regarding parking spaces as well as van accessibility spaces shall be followed in all areas.
- Contractors are responsible to verify all conditions including but not limited to actual square footage and ADA requirement spaces. Any inconsistencies shall be brought to the attention of the Director of Facilities prior to proceeding with any needed changes.
- All equipment, tools, personal protective equipment, manpower, will be the sole responsibility of the contractor.
- Clean up and haul away all debris.
- All work is subject to final inspection and acceptance by MWSU's Physical Plant Department. Payment shall not be issued until the work has been inspected, accepted, and approved.



Site Visit

Contractors may schedule a time to view the project by contacting the Physical Plant at 816-271-4417 between the hours of 8:00 a.m. and 3:00 p.m. from Wednesday September 29th through October 6th.

Schedule

Work shall commence after signed contract and issuance of a Purchase Order. Project must be completed between November 21, 2026 and November 28, 2026. Work must be performed when weather conditions are proper for sealing. If weather conditions are not proper for sealing during this time period, the project will be postponed until Spring when weather is proper for sealing or otherwise determined by MWSU.

Submission Deadline

Proposals must be submitted no later than October 20, 2026 2:00 p.m. CST to:

Missouri Western State University
Purchasing, Popplewell Hall 115
4525 Downs Drive St. Joseph, MO 64507

Written bid proposals must be signed and sealed in mailing envelopes with the Vendor's name and address clearly written on the outside. The RFP Number "RFP27-017" shall also be clearly marked on the outside of the envelope or package. Proposals may not be accepted if the RFP number is not on the outside of the envelope.

Electronic bid proposals are acceptable when emailed to purchase@missouriwestern.edu with the RFP Number "RFP27-017" in the subject line.

Faxed bid proposals will not be accepted.

Timeline

RFP Issued	September 25, 2026	
Deadline for Submission of Questions	October 12, 2026	9:00 a.m. CST
RFP Due Date	October 20, 2026	2:00 p.m. CST
RFP Award Notification (approximate)	November 5, 2026	



Proposal Instructions

All vendors must include the following in their proposal submission:

- **Attachment A** - Pricing
- **Attachment B** - Experience, Performance and References
- **Attachment C** - Response Cover Sheet
- **W-9**
 - Complete with current date and signature.
- **Addendum(s)**
 - Include any addendum(s) initialed for verification of receipt.
- **Affidavit of Work Authorization**
 - Bidders must submit a notarized Affidavit of Work Authorization and completed MOU signature pages. E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of completed copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at: <https://www.e-verify.gov/>



Attachment A: Pricing

IMPORTANT: This is part of the proposal and must be completed and submitted with the RFP. Any errors, omissions, or misrepresentation of information may be grounds to reject the proposal or cancel any RFP contract award.

Item	Description
Bid	Sealing and Repair services in accordance with the Scope of Work

Total Lump Sum Bid: \$ _____

Additional Information	
Sealer Manufacturer and Product Details	
Completion Time in Business Days	
Value-Added Services if Applicable (List Below)	

*Additional pages may be attached if needed.



Attachment B: Experience, Performance and References

1. Describe the Vendor's business and operations within the last 10 years.
City and State, Name of Business, Years in Business, Type of Business
2. Describe the warranty and/or included maintenance schedule for the product or service:
3. Describe the process and requirements for handling maintenance, troubleshooting or customer services that are not covered by the Vendor's standard maintenance program:
4. In the past 10 years, has the bidder or any of the bidder's owners, officers, or partners been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency? If yes, explain:
5. Explain the process for managing and resolving complaints for all parties involved:
6. Please list contact information for at least three organizations to which you have provided the product and related services. The Vendor authorizes MWSU to contact such clients regarding the delivery and execution of the product/service you provide.

References should include the following information:

- Business name and address
- Contact name and telephone number
- Description of project



Attachment C: Response Cover Sheet

RFP NO: RFP27-017
BUYER: MISSOURI WESTERN STATE UNIVERSITY
(purchase@missouriwestern.edu)
PHONE: (816) 271-4464

PROPOSALS MUST BE RECEIVED NO LATER THAN:

Date: October 20, 2026

Time 2:00 p.m. CST

RFP27-017 MUST BE CLEARLY IDENTIFIED

Return Proposals To: Missouri Western State University
Purchasing Department, Popplewell Hall, Room 115
4525 Downs Drive
St. Joseph, MO 64507
Purchase@missouriwestern.edu

All prospective applicants must submit this document along with their proposals.

By submitting this RFP and signing below, the vendor agrees to furnish or deliver the items or perform the services upon which prices are quoted herein. Subject to all terms and conditions contained in this RFP and in the manner and according to the schedule agreed to by the parties.

Bid Firm for 90 Days Unless Otherwise Stated:

Date of Submission_____ Minority Vendor _____Yes _____No

Vendor E-Mail Address

Company (Entity) Name

Vendor Telephone

Address

City/State

Zip

By (Signature of Authorized Agent)

Title

Printed Name

Unsigned Proposals May Be Considered Non-responsive



University Standard Terms and Conditions

This Proposal Request is made upon and subject to the following conditions, all of which are accepted by the Vendor. Upon acceptance by MWSU, this Bid Request, Bid and the Purchase Order issued thereon shall constitute the contract for furnishing the items described in the bid in strict conformity with the contract instruments.

1. **Right to Control RFP and Process:** MWSU reserves the right to accept or reject any submissions, in whole or in part, to advertise for new submissions, to abandon the need for services, and to cancel or amend this RFP at any time. MWSU reserves the right to reject any and all bids and to waive any informality in bids.
2. **Solicitation Caveat:** Vendor understands and agrees that MWSU shall have no financial responsibility for any costs incurred in responding to this RFP and shall not be liable for any costs until the Vendor has executed a contract with MWSU and has been authorized in writing to proceed. MWSU reserves the right to terminate this RFP. The submission of a proposal shall be conclusive evidence that the Vendor has investigated and understands, to its satisfaction, the conditions to be encountered, the character, quality, and scope of work to be performed the requirements of MWSU, and the applicable regulations as outlined in this RFP.
3. **Clarification.** No oral explanation in regards to the meaning of the specifications will be made, and no oral interpretation will be given before the award of the contract. If any person contemplating submitting a bid for the contract is in doubt as to the true meaning of any part of the specifications or any other proposed contract documents, he may submit to MWSU a written request for an interpretation thereof. Any interpretation of the proposed documents will be made by addendum duly issued or delivered to each person receiving a set of such documents. MWSU will not be responsible for any other explanation or interpretations of the proposed documents.
4. **Identification.** All invoices and correspondence shall show the Purchase Order Number. All invoices must be rendered containing full descriptive information on items or services furnished.
5. **Delivery.** For any exception to the delivery date as specified on this purchase order, the Vendor shall give prior notification and obtain approval thereto from MWSU's Purchasing Department.
6. **Shipping.** Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. Destination. Vendor agrees to prepay all shipping charges. MWSU reserves the right to refuse any C.O.D. shipments.
7. **Contract Price.** All prices and fees shall be firm, fixed for the term of the contract. MWSU shall not pay, nor be liable for, any other additional costs including, but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
8. **Taxes.** The Vendor shall assume and pay all taxes and contributions including, but not limited to, State, Federal and Municipal which are payable by virtue of the furnishing and delivery of items(s) specified herein. Materials and services furnished to MWSU are not subject to Federal Excise Taxes or Missouri State Tax.



9. **Performance Bond/Irrevocable Letter of Credit:** If a performance bond or irrevocable letter of credit is required the Vendor shall furnish to MWSU, along with their signed contract, a performance bond or unconditional, irrevocable letter of credit payable to MWSU in the face amount as surety for faithful performance under the terms and conditions of the contract.
10. **Applicable Laws and Regulations.** The contract shall be construed according to the laws of the State of Missouri. Additionally, the Vendor 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. MWSU may serve from time to time as a Vendor for the United States government. Accordingly, the provider of goods and/or services shall 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.
11. **Sovereign Immunity:** MWSU, due to its status as a state entity and its entitlement to sovereign immunity, cannot accept contract provisions that require MWSU to indemnify another party (§ 537.600, RSMo). Any indemnity language in the proposed terms and conditions will be modified to conform to the language that MWSU can accept.
12. **Appropriations:** MWSU is a public corporation and, as such, cannot create indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in § 172.250, RSMo. Therefore, if MWSU determines it has not received adequate, appropriate budget allocations or income to enable it to meet the terms of this contract, MWSU reserves the right to cancel any awarded contract with 30 days' notice.
13. **Changes.** No alteration in any of the terms, condition, delivery, price, quality, quantity or specifications of this order will be effective without the written consent of MWSU's Purchasing Office.
14. **Rejection.** MWSU reserves the right to reject at Vendor's risk and expense any and all goods resulting from nonconformity to the terms and specifications of the contract, whether held by Buyer or returned to Vendor.
15. **Warranty and Acceptance:** The Vendor expressly warrants that all equipment supplies and/or services provided shall: (1) conform to every specification, drawing, sample, or other description which was furnished or adopted by MWSU, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of suitable materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either because of MWSU's acceptance of or payment for such equipment, supplies, and or service. No equipment, supplies, and /or services received by MWSU pursuant to a contract shall be deemed accepted until MWSU has had a reasonable opportunity to inspect said equipment, supplies, and/or services. All equipment, supplies, and/or services that do not comply with specifications and/or requirements or are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services discovered to be faulty or which do not conform to the Vendor's warranty upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
16. **Insurance Requirements:** Vendor agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability, or Cross Liability; the Vendor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There shall be no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit



shall not be less than the highest “Each Occurrence” limit for either Commercial General Liability or Business Auto Liability. The Vendor agrees to endorse MWSU, its officers, employees, and agents as Additional Insured on the Umbrella or Excess Liability unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.

17. **Insurance Contract Language:** MWSU, its officers, employees, and agents are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days before the inception date of the contract between the Vendor and MWSU. Vendor is required to maintain coverages as stated and provide written notice of cancellation according to the policy provisions. MWSU reserves the right to request a copy of the policy. MWSU reserves the right to require higher limits on any contract provided notice of such requirement is stated in the proposal request.
18. **Payment, Cash Discount.** Payment in full will be made within forty-five (45) days after receiving invoices for goods (s)/services rendered as meeting all performance specifications. MWSU reserves the right to withhold a portion of the payment until the services have been completed. Any different payment terms desired by the Vendor must be clearly stated and may or may not be accepted by MWSU. MWSU may withhold payment or make such deductions as necessary to protect MWSU from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by MWSU and receipt of the correct invoice have occurred. Payment shall not be considered late if a check is available or mailed within the time specified.
19. **Award of Bid.** MWSU reserves the right to award an order to the lowest aggregate bidder for all items or on an item-by-item basis, or group of like items, whichever is found to be in the best interest of MWSU. If a split award is not acceptable to a bidder, it must be stated in the bid response.
20. **Preference for Missouri Firms:** In accordance with Mo. Rev. Stat. §§ 34.070 and 34.073, preference shall be given to Missouri products, materials, services and firms when the goods or services to be provided are equally or better suited for the intended purpose.
21. **Indemnification.** The Vendor agrees to defend, indemnify, and save harmless MWSU, their Officers, Agents, Employees, and Volunteers from and against all loss or expense from any cause of action arising from the Vendor’s operations. The Vendor agrees to investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Vendor, or at the option of MWSU, agrees to pay to or reimburse MWSU for the defense costs incurred by MWSU in connection with any such liability claims. The parties hereto understand and agree that MWSU is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri (as from time to time amended) or otherwise available to MWSU, or its officers, employees, agents or volunteers. Failure to maintain the required insurance in force may be cause for contract termination. If Vendor fails to maintain and enforce the necessary insurance or obtain coverage from its subcontractors, then MWSU shall have the right to cancel and terminate the contract without notice. The insurance required by the provisions of this article is required in the public interest, and MWSU does not assume any liability for acts of the Vendor and/or their employees, subcontractors, agents, or assigns in the performance of this contract.
22. **Bidders Tie.** In the event of a tie, the awarding of the bid will be at the sole discretion of the Director of Purchasing. If the vendor’s qualifications are such that no distinction can be made, the names of the bidders will be placed in a drawing and the firm’s name that is picked will be recommended as the lowest bidder.
23. **Contract Award and Assignment:** The successful Vendor shall, within ten (10) days after the receipt of formal notice of award of the contract, enter into a contract prepared by MWSU. The Contract Documents



shall include the Advertisement for Request for Proposals, Attachments, Request for Proposal Form, RFP#, Contract, Statement of Work, Letter of Award, Purchase Order, Payment and Performance Bond, if required. The contract to be awarded and any amount to be paid thereunder shall not be transferred, sublet, or assigned without the prior approval of MWSU.

24. **Termination of Contract.** In the event of a breach by Contractor of any of the provisions of any terms and conditions of this RFP or any provision of an agreement entered into pursuant to this RFP, MWSU reserves the right to cancel and terminate the agreement forthwith upon giving written notice to the Vendor. The Vendor shall be liable for damages suffered by MWSU resulting from the Vendor's breach of the agreement. Additionally, MWSU reserves the right, in its best interest as determined by MWSU, to cancel the contract by giving written notice to the Vendor thirty (30) days before the effective date of such cancellation.
25. **Notice Regarding Open Records Requests:** MWSU is a public governmental body subject to Missouri's Sunshine/Open Records law found at Mo. Rev. Stat. § 610.010 et seq. Generally, MWSU must disclose the entire contents of bids, proposals, and contracts submitted to or entered into with MWSU with regard to a particular bid/proposal/contract after an award. Limited exceptions to MWSU's disclosure obligations do exist, but most vendors should anticipate that the entire contents of their bid/proposal/contracts could be disclosed without notice pursuant to an open records request received by MWSU.
26. **Confidentiality of Information:** All records received from a Vendor will be deemed public records and presumed to be open. If the Vendor submits with the Request for Proposal any information claimed to be exempt under the Revised Statutes of Missouri, Chapter 610, this information must be placed in a separate envelope and marked with: "This data shall not be disclosed outside MWSU or be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the Request for Proposal." A basis for the exemption must be identified by Vendor, and ultimate discretion as to whether the exemption applies shall rest with MWSU. In any case, if a contract is awarded to this Vendor as a result of or in connection with the submission of such information, MWSU shall have the right to duplicate, use, or disclose this information to the extent provided in the contract. This restriction does not limit MWSU's right to use information obtained from another source.
27. **Campus Restrictions:** Vendor shall not permit tobacco, electronic cigarettes, alcohol, or illegal drugs to be used by any of its officers, agents' representatives, employees, subcontractors, licensees, partner organizations, guests or invitees while on the campus of MWSU. Vendor further agrees that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invites to bring any explosives, firearms or other weapons onto the campus of MWSU. Vendor shall not allow any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invites that are registered sex offenders to enter the campus of MWSU. Vendor agrees that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees who have been convicted of a felony involving force, violence, or possession or use of illegal drugs to work on this campus. Vendor will fully comply with all applicable MWSU policies, and federal, state and local laws, ordinances, and regulations.
28. **Equal Opportunity and Non-Discrimination:** In connection with the furnishing of equipment, supplies, and/or services under the contract, the Vendor and all subcontractors shall agree not to discriminate against any recipients of services, or employees or applicants for employment based on race, color, religion, national origin, sex, age, disability, or veteran status. The Vendor shall comply with federal laws, rules, and regulations applicable to subcontractors of government contracts, including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.



29. **Supplier Diversity Participation:** MWSU is committed to and supports supplier diversity as an essential part of MWSU's mission and core values. To qualify as a Diverse Supplier, the company must be at least 51% owned and controlled by someone in one of the recognized groups (see below). These firms can be sole proprietorships, partnerships, joint ventures, or corporations. Diverse suppliers should be certified by a recognized certifying agency.

MWSU recognizes the following groups:

- MBE (Minority Owned Business Enterprise): An independent business concern that is 51% owned and controlled by a minority group member.
 - African American
 - Asian American
 - Pacific Asian American
 - Subcontinent Asian American
 - Hispanic American
 - Native American
 - WBE (Women Owned Business Enterprise)
 - DVBE (Service-Disabled Veteran Owned Business Enterprise)
 - VBE (Veteran Owned Business Enterprise)
 - LGBT (Lesbian, Gay, Bisexual, Transgender)
 - DBE (Disadvantaged Business Enterprise)
30. **Unauthorized Employment of Illegal Aliens:** For contracts with a value in excess of \$5,000.00 and pursuant to Mo. Rev. Stat. § 285.530.2, the employment of unauthorized aliens in connection with the contract shall be strictly prohibited. Vendor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Vendor agrees that it will provide affidavits at MWSU's request that: (i) affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contract, and (ii) affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contract.
31. **No Boycott Against Israel:** For contracts with a value of \$100,000.00 or more, Vendor agrees that neither it nor any company affiliated with it boycotts Israel, and none will boycott Israel during the term of the contract. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Mo. Rev. Stat. § 34.600.

