

REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
BEVERAGE VENDING SERVICES & POURING RIGHTS
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF
UNIVERSITY OF MISSOURI – ST. LOUIS
RFP # 21091
DUE DATE: JUNE 7, 2021
TIME: 3:00 P.M. CDT

THE CURATORS OF THE UNIVERSITY OF MISSOURI

Prepared by:

Kristine Schrimpf

Strategic Sourcing Specialist

University of Missouri Procurement

2910 LeMone Industrial Blvd

Columbia, MO 65201

Date Issued: May 11, 2021

RFP # 21091

BEVERAGE VENDING SERVICES & POURING RIGHTS

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NOTICE TO RESPONDENTS

The University of Missouri requests proposals for the Furnishing and Delivery of Beverage Vending Services and Pouring Rights, **RFP #21091** which will be received by the undersigned at University of Missouri Procurement, until **June 7, 2021 at 3:00 p.m.** **The University assumes no responsibility for any supplier's on-time receipt at the designated location for proposal opening.**

In the event a Respondent chooses to use the Word version of the RFP to aid in preparation of its response, the Respondent should only complete the response information. Any modification by the Respondent of the specifications provided will be ignored, and the original wording of the RFP shall be the prevailing document.

If you have any questions regarding the RFP, please send them to:

*Kristine Schrimpf
University of Missouri Procurement
2910 LeMone Industrial Blvd
Columbia, Missouri 65201
schrimpfkr@umsystem.edu*

All questions regarding the RFP must be received no later than 12:00 on May 21, 2021.

The University reserves the right to waive any informality in Request for Proposals and to reject any or all Request for Proposals.

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Prepared by:
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Columbia, MO 65201

**UNIVERSITY OF MISSOURI
REQUEST FOR PROPOSAL (RFP)
GENERAL TERMS AND CONDITIONS
&
INSTRUCTIONS TO RESPONDENTS**

A. General Terms and Conditions

1. **Purpose:** The purpose of these specifications is to require the furnishing of the highest quality equipment, supplies, material and/or service in accordance with the specifications. These documents, and any subsequent addenda, constitute the complete set of specification requirements and proposal response forms.
2. **Governing Laws and Regulations:** Any contract issued as a result of this RFP shall be construed according to the laws of the State of Missouri. Additionally, the supplier 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.
3. **Taxes:** The supplier 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 item(s) specified herein. Materials and services furnished the University are not subject to either Federal Excise Taxes or Missouri Sales Tax.
4. **Sovereign Immunity:** The Curators of the University of Missouri, due to its status as a state entity and its entitlement to sovereign immunity, is unable to accept contract provisions, which require The Curators to indemnify another party (537.600, RSMo). Any indemnity language in proposed terms and conditions will be modified to conform to language that The Curators are able to accept.
5. **Preference for Missouri Firms:** In accordance with University policy, 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. In assessing overall value, consideration will be given to the extent to which proximity or Missouri preference of the supplier provides potential advantages or reduction of risks. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.
6. **Appropriation:** The Curators of the University of Missouri 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 the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with 30 days' notice.

7. **Equal Opportunity and Non-Discrimination:** In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. The contractor 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.
8. **Supplier Diversity Participation:** The University of Missouri System is committed to and supports supplier diversity as an essential part of the University'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 a sole proprietorship, partnership, joint venture or corporation. Diverse suppliers should be certified from a recognized certifying agency.

The University of Missouri recognizes the following groups:

- MBE (Minority Owned Business Enterprise)
 - African American
 - Asian American (including Pacific Asian and Subcontinent Asian)
 - 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)

Tier 2 Diverse Supplier Spending and Reporting: The University strongly encourages Supplier Diversity participation in all contracts for goods and services. Tier 2 spend is spend reported by primary (non-diverse) suppliers of the University of Missouri who subcontract work to or make purchases from a diverse supplier. Depending upon the contract, primary (non-diverse) suppliers may be asked to submit Tier 2 information with Women and Diverse Owned Companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms on the contract: Direct and Indirect. Definitions and further explanation of these options is included in the Supplier Diversity Participation Form attached hereto.

Supplier Diversity Participation Form: If a respondent will be utilizing a diverse supplier as part of this contract, they must indicate their Supplier Diversity participation levels on the Supplier Diversity Participation Form included in this RFP (see Attachment A). The Respondent must describe what suppliers and/or how the Respondent will achieve the Supplier Diversity goals. Evaluation of proposals shall include the proposed level of Supplier Diversity participation. Proposals that do not meet the participation requirements for Supplier Diversity will not receive any of the points during proposal review.

Suppliers will be responsible for reporting Tier 2 diverse supplier participation on an agreed upon timing (e.g. quarterly, annually) when business is awarded.

The University may monitor the supplier's compliance in meeting the Supplier Diversity participation levels committed to in the awarded proposal. If the supplier's payments to participating diverse suppliers are less than the amount committed to in the contract, the University reserves the right to cancel the contract, suspend and/or debar the supplier from participating in future contracts.

9. **Applicable Laws and Regulations:** The University serves from time to time as a contractor 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.
10. **Anti-Discrimination Against Israel Act:** If this Contract involves the acquisition or disposal of services, supplies, information technology, or construction and has a total potential value of \$100,000 or more, and if Supplier is a company with ten (10) or more employees, then Supplier certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Contract. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.
11. **Applicable Digital Accessibility Laws and Regulations:** The University affords equal opportunity to individuals with disabilities in its employment, services, programs and activities in accordance with federal and state laws, including Section 508 of the Rehabilitation Act, 36 C.F.R., Pt. 1194. This includes effective communication and access to electronic and information communication technology resources, and the University expects that all products will, to the greatest extent possible, provide equivalent ease of use for individuals with disabilities as for non-disabled individuals. The University of Missouri has adopted the Web Content Accessibility Guidelines (WCAG), as specified by the University of Missouri Digital Accessibility Policy.

Supplier shall: (1) deliver all applicable services and products in reasonable compliance with University standards (Web Content Accessibility Guidelines 2.0, Level AA or above); (2) provide the University with an Accessibility Conformance Report detailing the product's current accessibility according to WCAG standards using the latest version of the Voluntary Product Accessibility Template (VPAT); (3) if accessibility issues exist, provide a "roadmap" plan for remedying those deficiencies on a reasonable timeline to be approved by the University; (4) promptly respond to assist the University with resolving any accessibility complaints and requests for accommodation from users with disabilities resulting from supplier's failure to meet

WCAG guidelines at no cost to the University; and (5) indemnify and hold the University harmless in the event of any claims arising from inaccessibility.

When installation, configuration, integration, updates, or maintenance are provided, the supplier must ensure these processes are completed in a way that does not reduce the original level of WCAG conformance. If at any point after procurement it is determined that accessibility improvements need to be made in order to comply with the WCAG standards, the supplier agrees to work with the University to remedy the non-compliance by submitting a roadmap detailing a plan for improvement on a reasonable timeline. Resolution of reported accessibility issue(s) that may arise should be addressed as high priority, and failure to make satisfactory progress towards compliance with WCAG, as agreed to in the roadmap, shall constitute a breach of contract and be grounds for termination or non-renewal of the agreement.

- 12. Applicable Health Related Laws and Regulations:** If these specifications or any resulting contract involves health care services or products, the Supplier agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Supplier with regard to patients of the University. All services provided pursuant to this contract shall be provided in accordance with all applicable federal and state laws including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264 (the Administrative Simplification sections) and the regulations promulgated pursuant thereto and regulations of the Joint Commission on Accreditation of Healthcare Organization and The Centers for Medicare & Medicaid Services (CMS).

Respondents understand and agree that the Curators of the University of Missouri, in the operation of MU Health Care, is regulated under federal or state laws with regard to contracting with suppliers. The Respondent represents that it is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Respondent agrees to notify the University of any imposed exclusions or sanctions covered by this representation.

The University will regularly check the "List of Excluded Individuals/Entities" (LEIE), maintained by the Office of Inspector General, United States Department of Health and Human Services ("OIG") to determine if any Respondents have been excluded from participation in federal health care programs, as that term is defined in 42 U.S.C. §1320a-7b(f). The University reserves the sole right to reject any respondents who are excluded by the OIG, who have been debarred by the federal government, or who have otherwise committed any act that could furnish a basis for such exclusion or debarment.

13. Compliance with CDC Guidelines: (If Applicable)

Due to the changing nature of the COVID-19 pandemic, successful Supplier will monitor and comply with CDC and other federal, state, and local guidance; modifications to University operating procedures; and directives of University relating to protection of the health and safety of the University community.

NOTIFICATION TO UNIVERSITY IN EVENT OF POSITIVE COVID-19 CASE:

In the event any of the successful Contractor's personnel who have or are presently performing services for the University of Missouri (a) tests positive for COVID-19, or (b) has been in close contact with someone that tests positive for COVID-19, the successful Contractor shall immediately notify the University designated contact, and take immediate action to quarantine such person and any other Contractor Personnel who may have come in contact with the person testing positive for COVID-19, and assist University in identifying any other persons on the University campus who may have come in contact with such person. Contractor must clean and disinfect all areas any infected person may have contacted on University's campus, and any cleaning or sanitation costs resulting from a positive COVID-19 test of Contractor personnel are the sole cost and responsibility of Contractor.

14. **Inventions, Patents, and Copyrights:** The Contractor shall pay for all royalties, license fees, patent or invention rights, or copyrights and defend all suits or claims for infringements of any patent or invention right or copyrights involved in the items furnished hereunder. The Contractor shall defend, protect, and hold harmless the University its officers, agents, servants and employees against all suits of law or in equity resulting from patent and or copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

Copyrights for any item developed for the University shall be the property of the University and inure to its benefit and the Contractor shall execute such documents as the University may require for the perfection thereof.

15. **Contractor Gifts:** The contractor shall refrain in offering any offers of gifts to the University, and all University of Missouri employee's, in accordance with University of Missouri Policy #26301, Suppliers.

B. Instructions to Respondents

1. **Request for Proposal (RFP) Document:** Respondents are expected to examine the complete RFP document and all attachments including drawings, specifications, and instructions. Failure to do so is at Respondents' risk. It is the Respondents' responsibility to ask questions, request changes or clarifications, or otherwise advise the University if any language, specifications or requirements of the 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 communications from Respondents regarding specifications, requirements, competitive Request for Proposal process, etc., should be directed to the University buyer of record referenced in this RFP. It is the responsibility of the person or organization communicating the request to ensure that it is received.

The RFP document and any attachments constitute the complete set of specifications and Request for Proposal response forms. No verbal or written information that is obtained other

than through this RFP or its addenda shall be binding on the University. No employee of the University is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document. In case of any doubt or difference of opinion as to the true intent of the RFP, the decision of the University's Chief Procurement Officer shall be final and binding on all parties.

2. **Preparation of Request for Proposals:** All Request for Proposals must be submitted in the format and number of copies as specified in the detailed specifications and must be enclosed in a sealed envelope plainly marked: **Request for Proposal #21091 for Beverage Vending Services, mailed and/or delivered to University of Missouri Procurement, 2910 LeMone Industrial Blvd, Columbia, MO 65201, ATTN: Kristine Schrimpf.**

To receive consideration, Request for Proposals must be received, prior to the Proposal due date and time stated in this RFP. It is the respondent's full responsibility for the actual delivery of Proposals

Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All Requests for Proposals must meet or exceed the stated specifications or requirements. All equipment and supplies offered must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered. Unless specifically stated and allowed in the Detailed Specifications and Special Conditions, all pricing submitted in response to this RFP is firm and fixed.

Whenever the name of a manufacturer, trade name, brand name, or model and catalog numbers followed by the words "or equal" or "approved equal" are used in the specifications, it is for the purpose of item identification and to establish standards of quality, style, and features. Proposals on equivalent items of the same quality are invited. However, to receive consideration, such equivalent proposals must be accompanied by sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation. The University will be the sole judge of equality and suitability. Whenever the name of a manufacturer is mentioned in the specifications and the words "or equal" do not follow, it shall be deemed that the words "or equal" follow unless the context specifies "no substitution." Unless noted on the Request for Proposal form, it will be deemed that the article furnished is that designated by the specifications. The University reserves the right to return, at contractor's expense, all items that are furnished which are not acceptable as equals to items specified and contractor agrees to replace such items with satisfactory items at the original proposal price.

Time will be of the essence for any orders placed as a result of this RFP. The University reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the respondents Proposal and accepted by the University. Unless otherwise specified in the Detailed Specifications and Special Conditions, all proposals shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed.

3. **Submission of Proposals:** Respondent shall furnish information required by the solicitation in the form requested. The University reserves the right to reject proposals with incomplete information or which are presented on a different form. All proposals shall be signed, in the appropriate location, by a duly authorized representative of the Respondent's organization. Signature on the proposal certifies that the Respondent has read and fully understands all RFP specifications, plans, and terms and conditions.

By submitting a proposal, the Respondent agrees to provide the specified equipment, supplies and/or services in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, the Respondent certifies that: (1) the proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, or corporation; (2) the Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham proposal; (3) the Respondent has not solicited or induced any person, firm, or corporation to refrain from responding; (4) the Respondent has not sought by collusion or otherwise to obtain any advantage over any other Respondent or over the University.

Modifications or erasures made before proposal submission must be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing prior to the exact date and time set for the RFP closing. Any such modifications shall be prepared on company letterhead, signed by a duly authorized representative, and state the new document supersedes or modifies the prior proposal. The modification must be submitted marked "Proposal Modification" and clearly identifying the RFP title, RFP number and closing date and time. Proposals may not be modified after the RFP closing date and time. Telephone and facsimile modifications are not permitted.

Proposals may be withdrawn in writing, on company letterhead, signed by a duly authorized representative and received at the designated location prior to the date and time set for RFP closing. Proposals may be withdrawn in person before the RFP closing upon presentation of proper identification. Proposals may not be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of proposals.

All proposals, information, and materials received by the University in connection with an RFP response shall be deemed open records pursuant to 610.021 RSMo. If a Respondent believes any of the information contained in the Respondent's response is exempt from 610.021 RSMo, the Respondent's response must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption; otherwise, the University will treat all materials received as open records. The University shall make the final determination as to what materials are or are not exempt

4. **Evaluation and Award:** Any clerical errors, apparent on its face, may be corrected by the Buyer before contract award. Upon discovering an apparent clerical error, the Buyer shall contact the Respondent and request clarification of the intended proposal. The correction shall be

incorporated in the notice of award. The University reserves the right to request clarification of any portion of the Respondent's response in order to verify the intent. The Respondent is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

The University reserves the right to make an award to the responsive and responsible Respondent whose product or service meets the terms, conditions, and specifications of the RFP and whose proposal is considered to best serve the University's interest. In determining responsiveness and the responsibility of the Respondent, the following shall be considered when applicable: the ability, capacity, and skill of the respondent to perform as required; whether the respondent can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the respondent; the quality of past performance by the Respondent; the previous and existing compliance by the Respondent with related laws and regulations; the sufficiency of the Respondent's financial resources; the availability, quality and adaptability of the Respondents equipment, supplies and/or services to the required use; the ability of the respondent to provide future maintenance, service and parts.

The University has established formal protest procedures. For more information about these procedures, contact the Buyer of Record.

In case of any doubt or difference of opinion as to the items and/or services to be furnished hereunder, the decision of the Assistant Vice President Management Services, UM System shall be final and binding upon all parties.

The University reserves the right to accept or reject any or all proposals and to waive any technicality or informality.

5. **Contract Award and Assignment:** The successful Respondent(s) shall enter into a contract prepared by the University. The Contract Documents shall include the Advertisement for Request for Proposals, Specifications and Addenda, Exhibits, Request for Proposal Form, Form of Contract, Statement of Work, Letter of Award, University Purchase Order, and Form of 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 the University.

6. **Contract Termination for Cause:** In the event the Contractor violates any provisions of the contract, the University may serve written notice upon Contractor and Surety setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the University may terminate the contract by serving written notice upon the Contractor; but the liability of Contractor and Surety for such violation; and for any and all damages resulting there from, as well as from such termination, shall not be affected by any such termination.

7. **Contract Termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the contract by given written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
8. **Warranty and Acceptance:** The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by the University, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment for such equipment, supplies, and/or services.

No equipment, supplies, and/or services received by the University pursuant to a contract shall be deemed accepted until the University has had a reasonable opportunity to inspect said equipment, supplies and/or services. All equipment, supplies, and/or services which do not comply with specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

9. **Payment:** Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 30 after the date of invoice. Payment terms associated with settlement by check will be net 30 days. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University 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 the University and receipt of correct invoice have occurred.

For consulting services and/or contract labor services performed for MU Health Care, the hourly rate and the number of hours worked must be included in the agreement and/or on the invoice submitted. Payment may not occur unless this information has been provided.

The University encourages suppliers to opt into its Single-Use Account (SUA) credit card program for payment of invoices. The SUA is an electronic, credit card-based payment solution that acts like a check. It provides a single 16-digit virtual account number for each payment. Similar to a check, the credit limit on each SUA is set to the specific payment amount. Payment terms for Suppliers who participate in the SUA program are Net 0 as opposed to the standard Net 30 terms.

10. **Accounting Practices:** The Contractor shall maintain, during the term of the contract, all books of account, reports, and records in accordance with generally accepted accounting practices and standard for records directly related to this contract. The Contractor agrees to make available to the University, during normal business hours, all book of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
11. **Debarment and Suspension Certification:** The Contractor certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).
12. **Cooperative Purchasing:** The intended coverage of this RFP, and any Agreement resulting from this solicitation, shall be for the use by all faculty, staff, students, departments, locations, and affiliates of the University of Missouri, including MU Health Care.

The University of Missouri System seeks to make the terms and prices of this contract available to other higher education institutions and public entities in the State of Missouri. Extension of the terms and prices to any or all other Missouri higher education institutions and public entities is at the discretion of respondents and shall not be considered in the award of this contract. The contractor shall further understand and agree that participation by other higher education institutions and public entities is discretionary on the part of these institutions, and the University of Missouri System bears no financial responsibility for any payments due the contractor by such entities, nor will the University be responsible for contract administration for other institutions.

UNIVERSITY OF MISSOURI
DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS

1. OBJECTIVE

The Curators of the University of Missouri, a public organization, propose to contract on behalf of University of Missouri St. Louis (hereinafter referred to as "University") with an organization (hereinafter referred to as "Supplier"), to provide **Beverage Vending Services and Pouring Rights** as described herein.

2. SCOPE

University of Missouri St. Louis is seeking proposals from qualified professional firms interested in providing the following: Beverage Vending Services and Pouring Rights.

The University of Missouri – St. Louis (UMSL) desires to partner with a nationally recognized Beverage Supplier to enhance current operations and service levels while maximizing the University’s revenues. This partnership will create new opportunities to provide substantial benefits for the University and its beverage supply partner.

The objective of this partnership is to maintain existing, and generate additional, revenue streams for the University. This will be accomplished by establishing a long-term relationship with a Beverage Supplier that will be mutually beneficial to both parties. Opportunities to meet these objectives are available by establishing competitive prices for products and Supplier promotions in the form of University and Athletic sponsorship and signage options.

The University values energized, collaborative communities and desires to create a win-win relationship that will assist us in providing a vibrant campus life experiences, meeting campus needs and creating the greatest benefit to the University by offering an advantageous balance of income and service levels.

The University’s goal is to meet or exceed the following objectives:

- Maintain Current Levels of Sponsorship: The University offers various sponsorship deliverables, that it will provide to the Supplier, in return for financial compensation and non-monetary support through a mutually profitable beverage agreement.
- Increase Beverage Revenues: As an element of an exclusive, long-term agreement, the University wishes to increase revenues through increase beverage distribution and competitive pricing and commissions.
- Maintain Exceptional Services Levels: The University desires for Supplier to provide a continual program for providing exceptional service levels, by providing on-site staff during select (as called for) events, providing superior equipment service and responding to University requests in the most timely and efficient manner possible. The selected firm will provide a first-rate management structure for beverage operations.

Exclusivity

The successful offeror shall have the exclusive right to make beverages for sale on the campus. The University and the successful offeror shall agree that beverage products in the product line and such other beverage products as the successful offeror and University shall mutually designate, shall be the exclusive beverages sold at all locations on the St. Louis Campus. University agrees that unless otherwise agreed to by successful offeror, the University shall purchase all beverage products for the campus from the successful offeror provided that the successful offeror is able to supply any product or similar product which the University desires to purchase. If the successful offeror cannot supply the product or similar product, then the University may purchase such products from another source.

Permitted Exceptions

“Beverage” or “Beverages” shall not include milk, flavored milk, beer (alcoholic, low alcoholic, non alcoholic), freshly brewed coffee, freshly brewed tea, hot chocolate, all juice squeezed fresh on the campus. Competitive products used for academic research or medically related patient care will be permitted as an exception. Water drawn from the public water supply is a permitted exception; provided, however, that the exclusions contained herein shall not apply to any products manufactured, licensed or distributed by competitor or any affiliate or joint venture thereof.

It is understood that the University owns and operates public radio stations. This exclusive agreement will not affect programming, marketing, or community support related activities of these entities.

Exceptions will include any defined beverage categories that cannot be supplied by the Offeror or alternate requirements of other sponsored events. Additionally, competitive product(s) may be allowed when an entertainer who has contractually agreed to perform at one of the University/Athletic facilities has requested such competitive product(s) for personal consumption. The University will follow SEC, Great Lakes Valley Conference and/or NCAA guidelines with regards to visiting teams that may be contractually bound to a competitive beverage company.

Campus

“Campus” means the land under ownership and control of the University which has been designated by the Board of Curators as within campus boundaries, including but not limited to any and all athletic facilities (including, without limitation, all locker rooms and players’ benches), business offices, student facilities including dormitories, classrooms, restaurants private clubs, concession stands, snack bars, bookstores, convenience stores, and dining halls, and any and all other buildings and facilities which currently comprise the campus of UM-St. Louis, or which may be acquired or constructed during the term of this agreement and which are operated by or in conjunction with University campuses.

Dispensing Equipment

Dispensing equipment must be supplied, installed, and frequently maintained by the vendor at no cost to the University of Missouri – St. Louis. This includes, but is not limited to, sports drinks for the Athletic training room. All equipment must be new, or refurbished like new, state of the art, and remain in that condition throughout the life the contract.

All dispensers must be equipped with separate water shut off.

All dispensers must be 5 gallon bag in the box. Appropriate alternatives (i.e. “syrup tank”) are acceptable where division management approves. Syrup tanks must be five (5) gallon stainless steel tank that must be capped for sanitary purposes.

CO2 tanks must be twenty (20) lb. capacity with capped faucet for sanitary purposes.

Finished Product

The beverage supplier will be required to provide its complete line of carbonated and non-carbonated beverage products, including but not limited to, juice, punch, tea, and isotonic products at all fountain locations.

If and when the supplier enters new beverage categories, produces new beverage products, or makes changes to existing products, University of Missouri – St. Louis and the supplier will decide whether those beverage products will be sold on campus during the terms of the agreement.

Supplier will provide Dr. Pepper and Diet Dr. Pepper in Bag in the Box for fountain units. Competitive brands, if applicable, may be provided in both bottles and cans in locations where fountain units are not available. The placement of these brands will be mutually agreed on by both the University and the supplier.

Fountain Product Pricing

For each proposal, the prospective supplier is to provide the University of Missouri – St. Louis with a complete listing for all syrup and concentrate prices (per gallon) for all flavors, for the first year of the contract. The specific brands being proposed and the dilution ratio are to be identified also. (For proposal purposes, the highest quality and best known product lines shall be proposed.)

Pricing for each year of the contract shall be determined by the U.S. Department of Labor, Consumer Price Index, All Urban Consumers, U.S. City Average, using the first year firm prices as the base year, i.e. non-alcoholic beverages, carbonated drinks, and non-carbonated drinks. If there is an increase in CPI pricing, the successful respondent is not required to raise their prices; however, no price shall exceed the annual CPI increase.

Rates and increases must be approved by the University on a regularly scheduled annual basis.

Other products, beyond those listed on the aforementioned pricing pages, may be desired by the University. As part of their proposal, the prospective supplier should list and price other products for the University's consideration.

Special Fountain Requirements

Service/Repairs: Suppliers to provide equipment service or repair free of charge, seven days a week within 24-hour time limit, and all parts included. Note: awarded contractor must commit to early response times and establish an emergency plan.

Rental Equipment

Rental equipment (coolers, frozen drink equipment, freezer or refrigerator for use in Athletics to dispense products, etc.) must be supplied, installed and maintained by the successful supplier, at no cost to the University. NOTE: awarded contractor must commit to early response times and establish an emergency plan.

All rental equipment must be new, or refurbished like new, state of the art, and remain in that condition throughout the life of the contract.

Other Products

Other products, beyond those listed on the aforementioned pricing pages, may be desired by the University. As part of their offers, the prospective suppliers should list and price other products for the University's consideration. If and when the supplier enters new beverage categories, produces new beverage products, or makes changes to existing products, the University of Missouri – St. Louis will decide whether those products will be vended during the terms of the agreement.

Vending Equipment

Vending equipment must be supplied, installed, and maintained by beverage supplier at no cost to the University of Missouri – St. Louis. NOTE: awarded contractor must commit to early response times and establish an emergency plan.

The University believes opportunities exist in the vending area, and expects the successful respondent to analyze, with the help of University officials, the current vending operations, and recommend/implement any necessary changes after the award. Placement, removal, or expansion of vending locations will be determined by mutual agreement.

The successful offeror is expected to provide repair service seven days a week, within a 24-hour time limit, all parts included. All vending machines shall meet the United State Department of Health, Education and Welfare Sanitation Code for "The Vending of Foods and Beverages."

Vending Product

The successful respondent will be required to provide its complete line of carbonated and non-carbonated vended products, including but not limited to, juice, punch, tea, and isotonic products at all vending locations.

If and when the supplier enters new beverage categories, produces new beverage products, or makes changes to existing products, the campus and the successful respondent will decide whether those products will be vended on campus during the term of the agreement.

Vend rates will be reviewed annually by the supplier and the University and may be increased if mutually agreed upon by both the University and the supplier.

Electronic Ordering/Accounting

The University desires the awarded contractor to have a web-based ordering system to avoid delays for product deliveries. NOTE: the awarded contractor must establish a set schedule for multiple-date deliveries and not just a once per week delivery. In addition, the offerors must submit an emergency plan for weekday and weekend repairs. The offerors must detail the formula for vending commission payment and percentages for the complete line of beverages.

Appropriate accounting and inventory systems shall be maintained to assure the University complete accountability of all financial transactions. The right to review and audit is reserved by the campus and can be requested monthly, quarterly, or annually.

Sponsorship Package

Academics/Campus Life: The University of Missouri – St. Louis is continually striving to support and enhance its academic and campus life offerings. To this end, The University encourages programs that lend themselves to student participation and the general enrichment of the campus experience. A basic challenge facing the University is how to best utilize the resources existing at the University in order to maximize the opportunities offered to students inside as well as outside the classroom. The University believes assistance from its corporate partners provide opportunities to engage students and, therefore, funding for student aid, scholarships, activities, programs, and/or facilities is essential in this partnership.

1. The Successful offeror will have exclusive opportunity to present and market their products to the campus faculty, staff, and student population of UMSL and visitors. Visitors will include potential college students and parents, high school students for special events and the general public at large for sporting events, concerts and family shows, trade shows, conventions, conferences and meetings, including men's and women's sports events and many other activities and events.
2. The successful offeror will have the exclusive potential for international exposure to more than 65 different nations.
3. The successful offeror will have the exclusive opportunity to present and market their products to campus, faculty, staff, students and visitors with six residential and retail dining locations across campus.

Signage/Sponsorship/Grant Programs

1. Signage: The successful suppliers' name and/or log will receive extensive visibility at University athletic venues, with exact locations of supplier's name and logo to be mutually agreeable.

Primary signage locations, seating capacity and number of events are as follows:

There is one scoreboard on the ceiling of the Mark Twain gymnasium. The gym is used for a variety of spectator events during the year, in addition, large crowds attend UM-St.

Louis commencements; high school, sport camps, graduations and rentals, etc. The gym's seating capacity is 4,786.

2. Program Sponsorship: Successful supplier will receive mention as "Official Sponsor" in all athletic appropriate venues as defined by both University and Contractor.
3. Scholarships, Internships, and Grant Programs: Successful supplier should indicate any non-monetary programs that would allow outstanding students opportunities to earn internships and/or scholarships through the selected firm's company or community outreach programs. In addition, any grants in the form of monetary compensation for education purposes for outstanding students.

UMSL will promote the use of the beverage provider's logo when deemed appropriate through media and print. Beverage provider logo usage will be pre-approved by said vendor to ensure brand standards are met.

3. BACKGROUND UNIVERSITY INFORMATION

The University of Missouri has provided teaching, research and service to Missouri since 1839. It was the first publicly supported institution of higher education established in the Louisiana Purchase territory. Today, the University of Missouri is one of the nation's largest higher education institutions with more than 73,000 students, 24,000 faculty and staff on four campuses, an extension program with activities in every county of the state, comprehensive distance learning services and an extensive health care network.

The University of Missouri-St. Louis is one of four campuses within the University of Missouri System. UMSL is a public, metropolitan research university located in Missouri's most populous and economically important region. The main UMSL campus is located at 1 University Boulevard with satellite operations at Grand Center located at 3651 Olive Street and the Computer Teaching and Education Center at 12837 Flushing Meadows Drive. The University serves approximately 16,000 students, employs 1,932 people (of which 65% are full-time), and hosts more than 250 unique constituent groups – including alumni, retirees, and community partners – in support of our mission. As part of a vibrant campus experience, UMSL has more than 100 student organizations, 1,013 students living in our residential facilities, and Division II Athletics in the Great Lakes Valley Conference.

Additional demographics include:

- Approximately 12,000 students enrolled at UMSL for Spring 2021 – excludes Dual Credit High School
- 8,932 (77%) are on-campus
- More than 1,000 students live in on-campus housing. Of those, 35% are required to have one of the University's meal plans.
- Undergraduate students: 6,109 (50.9%)
- Graduate students: 2,649 (22%)

Sodexo presently operates campus Dining Services. The current contract expires June 30, 2022.

UMSL Athletics offers young men and women outstanding learning and competitive experiences, and our student-athletes provide fans of the UMSL Tritons with an exciting brand of intercollegiate athletics. Named for the mythological Greek god and messenger of the deep, the Tritons compete in the Great Lakes Valley Conference at the NCAA Division II level. The university fields 19 athletic teams and offers scholarships in each sport. Men's sports are baseball, basketball, cross country, golf, soccer, swimming, tennis, and track and field. Women's sports are basketball, cross country, golf, soccer, softball, swimming, tennis, track and field, and volleyball. And our student-athletes are not students in name only. The Tritons have a graduation rate that consistently ranks higher than the entire student population at UMSL and has established a cumulative grade point average of a 3.0.

4. CONTRACT PERIOD

The contract period shall be a five (5) year agreement, commencing on August 1, 2021 with the option to renew for five (5) additional one-year periods, with mutual consent of both parties.

Each respondent is required to state their maximum percent increase for items awarded for the successive annual renewal periods, if applicable. The percent increase shall be a percentage change in the unit prices and shall not exceed that percent. The percent increase will be considered when evaluating the financial proposals.

The Curators of the University of Missouri is a public corporation and, as such, cannot create an 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 Section 172.250 RS MO. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with thirty (30) days' notice.

5. INSTRUCTIONS FOR PROPOSAL RESPONSE

Responses should be enumerated in the same order and fashion of the Mandatory and Desirable Specifications outlined within. Respondents are required to **fully** respond with compliance statements to each of the mandatory specifications. Respondents are required to fully respond with description of ability and how to meet the evaluation questions.

Respondents must be clear and concise in responses in order to be fully credited in the evaluation. Attach and reference any relevant documentation that would ensure the evaluating committee both Mandatory and Desirable specifications are met. If “no response” or insufficient response to substantiate compliance is provided, the University reserves the sole right to reject supplier’s proposal from further consideration. Do not include responses that are superfluous or irrelevant to the specific question asked and do not include large graphics. These are not valuable in the volume of information the various evaluating teams must review.

Volume I – Functional section **MUST** be submitted in a sealed envelope with three (3) paper copies and one (1) electronic copy via a non-password protected flash drive in PDF format and must contain **in this order**:

- Response to Information for Respondents and General Conditions,
- Mandatory Specifications and supplier responses,
- Desirable Specifications and supplier responses,
- If there is a supplier related contract that must be signed as part of doing business, it should also be included in this section.

Volume II – Financial Section **MUST** be submitted in a separately sealed envelope with three (3) paper copies and one (1) electronic copy via a non-password protected flash drive in PDF format and contain **in this order**:

- Request for Proposal Form with any supplemental pricing schedules, if applicable.
- Authorized Respondent Representation.
- Financial Summary including additional costs, if any, for Desirable Specification Compliance, functional or technical.
- Attachment A - Supplier Diversity Participation Form.
- Attachment B – Supplier Registration Information.

Respondent must complete and return the University Proposal Form with proposal response. Supplier quote sheets are not acceptable forms of bidding and could cause rejection of response. **All proposals must be plainly marked: Request for Proposal #21101 for Beverage Vending Services and Pouring Rights, mailed and/or hand delivered to University of Missouri Procurement, 21091 LeMone Industrial Blvd., Columbia, MO 65201, Attn: Kristine Schrimpf. Please allow transmittal time to ensure your response is received no later than the time stated on the RFP cover page.**

Note: Any Respondent's Request for Proposal that makes material modifications to the University's Terms and Conditions may be found non-responsive, as solely determined by the University.

Confidentiality of Information:

All records received from a Supplier will be deemed public records and presumed to be open. If the supplier 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 the University or be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the Request for Proposal; however, if a contract is awarded to this Supplier as a result of or in connection with the submission of such information, the University shall have the right to duplicate, use, or disclose this information to the extent provided in the contract. This restriction does not limit the University's right to use information contained herein if it is obtained from another source."

6. EVALUATION AND CRITERIA FOR AWARD OF PROPOSAL

Respondents must meet the mandatory/limiting criteria to be "qualified" for scoring. If requirements are not met, the respondents are disqualified from further evaluation/award. Qualified remaining respondents will be scored on their ability to meet scored desirable criteria, which includes qualitatively, how specifications are met. A team of University individuals will evaluate and assign points to suppliers' responses to the evaluation questions. At the sole option of the University, the functional/technical review team may decide to go on a site visit, at their expense, or request suppliers to perform a presentation/demonstration to confirm specifications are met as provided in responses. The University could elect to not award to a potential respondent if site visits/presentations revealed compliance inconsistency.

The University may request suppliers selected as finalists to come onsite to the University, at the supplier's expense, for presentations as part of the RFP selection.

Proposals will be awarded based upon the functional and financial evaluation.

7. INSURANCE REQUIREMENTS

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the University's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

Commercial General Liability Contractor agrees to maintain Commercial General Liability 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.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is 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. Contractor agrees to endorse The Curators of the University of Missouri, its officers, employees and agents as Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Workers' Compensation & Employers Liability Contractor agrees to maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

Data Breach Refer to Risk & Insurance Management for review, but at a minimum for low risk contracts only: If capturing, transmitting or access to PII, PHI or PCI then coverage must also include Data Breach coverage of \$1,000,000 per occurrence.

Contract Language

The Curators of the University of Missouri, 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 prior to the inception date of the contract between the contractor and the University. Contractor/Party is required to maintain coverages as stated and required to provide written notice of cancellation according to the policy provisions. The University reserves the right to request a copy of the policy. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

Indemnification

The Contractor agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, their Officers, Agents, Employees and Volunteers, from and against all loss or expense from any cause of action arising from the Contractor's operations. The contractor 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 Contractor or at the option of the University, agrees to pay to or reimburse the University for the Defense Costs incurred by the University in connection with any such liability claims, or demands.

The parties hereto understand and agree that the University 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 the University, or its officers, employees, agents or volunteers.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the University 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 the University does not assume any liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

8. SECURITY REQUIREMENTS FOR INFORMTION TECHNOLOGY PURCHASES

The University assigns data classification levels (DCL) for all University owned or hosted IT-based systems. **This system will have a DCL level of 4.** Security requirements for all DCS levels can be found at: <https://www.umssystem.edu/ums/is/infosec/classification-device-guidelines>. The University of Missouri reserves the right to periodically audit any or all hardware and/or software infrastructure provided by the supplier to ensure compliance with industry standards and best practices, as well as the requirements of the University's DCS. When applicable, the University of Missouri requires compliance with the Health Insurance Portability and Accountability Act (HIPAA), FERPA, GLBA, PCI specifications, and all other applicable state, local and federal laws and regulations.

9. MANDATORY CRITERIA

Respondents must meet all mandatory requirements in this section in order to continue with a response to this RFP. Any Respondent that does not meet all the following requirements will be removed from further consideration. Respondents must provide a written, affirmative response to each of the criteria stated below and provide substantiating information to support your answer.

9.1 Respondent must have demonstrated and proven success in providing beverage services in a college or university environment for a period of no less than 10 years.

Confirm and provide information to support your answer. Yes _____ No _____

9.2 The successful vendor will utilize cellular data with their vending machines, and not utilize the campus network.

Confirm and provide information to support your answer. Yes _____ No _____

9.3 The successful vendor will honor the below minimum requirements as a part of their athletic sponsorship:

Athletic Sponsorship:

- Soda Beverage Company to have Scoreboard signage placement at baseball field and basketball gymnasium and all concession outlets.
- Soda Beverage Company to receive 3x7 banner placement at each home event held at the Don Dallas Soccer Field and Mark Twain Gym for Men & Women's Soccer, Men and Women Basketball, and Volleyball
- Soda Beverage Company web link on www.umsltritons.com (120,000 visitors over the past 12 months)
- Soda Beverage Company to receive two (2) in game public address announcement during all home men's/women's basketball games.
- Soda Beverage Company to receive (3) commercial reads per streamed UMSL Home event on the GLVCSN. (Over 25,000 viewers across a range of 75-100 streamed events)
- UMSL to promote Soda Beverage Company as the official drink of UMSL Athletics. All beverages consumed and sold at all home athletic events and outside rentals of the Department of Athletics exclusive to this company. (80,000 annual traffic throughout the venues)
- Soda Beverage Company ad on schedule cards / ticket backs / game day program, where applicable.

- Airing of Soda Beverage Company produced commercials to be shown during GLVC Sports Network broadcasts of UMSL Athletic home contests, as selected by UMSL Athletics. (30-60 second commercial slots running at least 3 times per event, spanning over on average 75-100 events)
- Soda Beverage Company has the opportunity to become the primary sponsor of any basketball tournament hosted by UMSL Athletics each year of the contract
- UMSL Athletics to give out Soda Beverage Company branded materials (coupons, gift cards, promotional items) in (4) events throughout the year, as provided by the Company.
- Retail equipment (coolers, drink carts, refrigerators to dispense products, etc.) must be supplied, installed, and maintained by the successful supplier. All equipment must be new or refurbished like new, state-of-the-art, and remain in that condition throughout the life of the contract.
- Soda Beverage Company shall propose a sponsorship plan that will benefit the Department of Athletics in both a non-monetary form and commissions. Suggestions of such in-kind gifting, free products may include the following items, but items may be interchanged up to the total sum amount of the following items:
 - Annually, 20 cases of electrolyte, non-carbonated beverage product. Product shall be in powder packet form and each packet shall make six (6) gallons of flavored product.
 - Annually, (250) 32 ounce squeeze bottles
 - Annually, (6) squeeze bottle carriers.
 - Annually, 10 cases of logo cups – eight or six ounce cups, approximately 2500 to a case
 - Annually, 100 towels to be used for indoor intercollegiate events, courtside.
 - Annually – (12) ten gallon coolers and (8) forty-eight gallon coolers.
- Complimentary product – 100 cases annually, choice of Department of Athletics
- Has the opportunity to become the Title Sponsor of any fundraising event/alumni event held by the UMSL Department of Athletics.
- Department of Athletics to purchase product at the same rate that is provided to all University vending and sales.
- Department of Athletics to provide space for (1) Soda Beverage Company vending machine.
- Soda Beverage Company to provide (3) samplings on campus of new products.
- Minimum of \$37,500 cash for the first year, escalating to \$43,500 for the remaining years.

If Soda Beverage Company fails to provide materials (e.g signage, banners, commercials, etc.), preventing UMSL Athletics from performing its obligations under the Agreement, it is acknowledged and agreed the Sponsorship Fee shall not be reduced or eliminated.

Confirm and provide information to support your answer. Yes _____ No _____

9.4 The successful vendor will honor the below minimum requirements as a part of their campus sponsorship:

- 250 cases of free product for campus programming
- Minimum of \$5,000 in programming sponsorship to support student organization events
- Free cases of product and/or giveaways to the University
- Beverage Company to provide samplings on campus of new products
- Minimum of \$50,000 cash for each year of the contract with the use to be determined by the University and used for indoor and outdoor events.

Confirm and provide information to support your answer. Yes _____ No _____

10. DESIRABLE CRITERIA

It is the Respondent's responsibility to supply sufficient and complete information for a full evaluation of all items in this section, including detailed explanations.

10.1 Company experience: Describe your current ability to provide professional beverage vending services and pouring rights to the University. How large is your staff or approximately how many staff will be assigned to this account? Describe the experience of your site managers and other primary team members.

10.2 Innovation & Creativity: The respondent shall demonstrate their qualifications and capabilities of being innovative in their field. Outline your history and successes with proposing new concepts and implementing initiatives which lead to long term success in helping a community increase their campus residential life.

10.3 Sponsorships: The respondent shall describe the type and level of sponsorships they propose, both in campus programming and athletics, in addition to the minimum requirements listed in Section 9.3 and 9.4. Suggestions of such in-kind gifting, or free products may include:

- Annually providing squeeze bottles, carriers, cups, towels and beverage product to be used.
- Sponsorship for golf tournaments
- Provide samplings of new products on campus
- Provide beverage products for welcome picnics
- Programming sponsorship for student organizations

10.4 Implementation time frame. Explain the time frame and process for beginning service. Include how long it will take to secure proper vending machines.

10.5 Vending Machines: Describe and provide specifications for the machines you propose for this contract. Including:

- Describe your proposed methodology for product selection, stocking, product rotation, etc.
- What criteria apply to requests for placing a new vending machine? Explain placement requirements as well as clearly define any costs associated with placing and new machine and who is responsible for costs.
- Describe how you will respond to issues such as malfunctioning machines and improper change issues. What is your guaranteed response time once called about a service issue. How will you communicate back to the University to verify a service is addressed or corrected?
- Explain your pricing methodology for vended items.

REQUEST FOR PROPOSAL FORM

REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
BEVERAGE VENDING SERVICES AND POURING RIGHTS
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF
UNIVERSITY OF MISSOURI – ST. LOUIS
RFP # 21091
DUE DATE: JUNE 7, 2021, 2021
TIME: 3:00 P.M., CDT

The undersigned proposes to furnish the following items and/or services in accordance with all requirements and specifications contained within this Request for Proposal issued by the University of Missouri.

Propose all pricing and sponsorship fees in the Excel Spreadsheet “21091 Beverage Vending Services and Pouring Rights pricing analysis”.

State any applicable maximum price increases for renewal years:

AUTHORIZED RESPONDENT REPRESENTATION

Authorized Signature		Date	
Printed Name		Title	
Company Name			
Mailing Address			
City, State, Zip			
Phone No.		Federal Employer ID No.	
Fax No.		E-Mail Address	
Number of calendar days delivery after receipt of order: _____		Payment Terms: _____ Note: Net 30 is default. Early pay discounts encouraged.	
Select Payment Method: SUA ACH Check			
Circle one: Individual Partnership Corporation			
If a corporation, incorporated under the laws of the State of _____			
Licensed to do business in the State of Missouri? ___yes ___no			
Maintain a regular place of business in the State of Missouri? ___yes ___no			

This signature sheet must be returned with your proposal.

**ATTACHMENT A
SUPPLIER DIVERSITY PARTICIPATION FORM**

The University of Missouri System is committed to and supports supplier diversity as an essential part of the University’s mission and core values. The University’s Supplier Diversity efforts reflect this mission.

Tier 2 Supplier Diversity Information - The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. Tier 2 Spend is spend reported by primary (non-diverse) suppliers of the University of Missouri who subcontract work to, or make purchases from a diverse supplier. Depending upon the contract, primary (non-diverse) suppliers will be asked to submit Tier 2 information with Women and Diverse Owned companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms of the contract: Direct and Indirect. Awarded suppliers may be asked to utilize CVM Solutions for reporting Tier 2 spend.

- Direct dollars - those dollars directly spent with Women and Diverse Owned suppliers in the fulfillment of the contract.

- Indirect dollars - based on a percentage of revenue the University represents to the supplier. An example is as follows:
 - Supplier's Total Revenues: \$10,000,000
 - Revenues from University \$: \$ 4,000,000
 - University % of Total Revenues: 40% (#2 divided by #1)
 - Total MBE Dollars \$: \$ 150,000
 - Total WBE Dollars \$: \$ 150,000
 - Total University Attributable MBE \$: \$ 60,000 (#3 multiplied by #4)
 - Total University Attributable WBE \$: \$ 60,000 (#3 multiplied by #5)
 - Total University Attributable MWBE \$: \$ 120,000 (Sum of #6 and #7)
 - University % Attributable Revenue: 3% (#8 divided by #2)

1. Does your company have a Supplier Diversity Program? If so, describe efforts your company has made to increase business with Women and Diverse Owned businesses (i.e. does your company have a policy statement, participate in outreach activities, promote diverse firm subcontracting, publicize contract opportunities, provide certification assistance, etc.?) Please provide examples (use additional pages if needed): _____

2. If you are a non-diverse owned company, what percentage of your company's total contracting and procurement spend for the prior year was with Women and Diverse Owned businesses? Are you able to provide this information specific to University of Missouri business?

3. If you are a non-diverse owned company, complete the following table indicating the percentage your company will subcontract with certified Women and Diverse Owned businesses should your company be the successful bidder. Note: If your company does not plan to use Women and Diverse Owned businesses to fulfill your contract obligations, please explain why not.

Supplier Name	% of Contract	Specify Direct or Indirect

If there are questions regarding supplier diversity at the University, contact Teresa Vest, vestt@umsystem.edu.

-----THIS FORM MUST BE SUBMITTED WITH THE RESPONSE-----

**ATTACHMENT B
SUPPLIER REGISTRATION INFORMATION**

Completion of this section is strongly encouraged. Please review and check ALL applicable boxes.

SMALL BUSINESS CONCERN: Yes No

The term "small business concern" shall mean a business as defined pursuant to Section 3 of the Small Business Act and relevant regulations issued pursuant thereto. Generally, this means a small business concern organized for profit, which is independently owned and operated, is not dominant in the field of operations in which it is bidding. We would consider any firm with 500 employees or less a "small business concern".

WOMAN OWNED BUSINESS (WBE): Yes No

A woman owned business is defined as an organization that is 51% owned, controlled and/or managed, by a woman. The determination of WBE status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 106-554 for more detail.

MINORITY BUSINESS ENTERPRISE (MBE): Yes No

A minority business is defined as an organization that is 51% owned, controlled and/or managed by minority group members. The determination of minority status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 95-507 for more detail. Place an X by the appropriate space below.

1. Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh (A)
2. Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas. (P)
3. Black - A U.S. citizen having origins in any of the Black racial groups of Africa. (B)
4. Hispanic - A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas Mexico, Central America, South America and the Caribbean Basin only. (H)
5. Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part. (N)

A Veteran or Service Disabled Veteran business is defined as an organization that is 51% owned, controlled and/or managed by Veterans. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 109-461 for more detail.

VETERAN BUSINESS ENTERPRISE Yes No

SERVICE DISABLED VETERAN BUSINESS ENTERPRISE Yes No

MISSOURI FIRM: Yes No

A Missouri Firm is defined as an organization which has and maintains within the State of Missouri a regular place of business for the transaction of their business.

BUSINESS TYPE:

- Manufacturer (M)
- Distributor/Wholesaler (D)
- Manufacturer's Representative (F)
- Service (S)
- Retail (R)
- Contractor (C)
- Other (O)

SOLE PROPRIETORSHIP: Yes No

SUPPLIER'S CERTIFICATION:

The undersigned hereby certifies that the foregoing information is a true and correct statement of the facts and agrees to abide by the laws of the State of Missouri and the rules and regulations of the University of Missouri System now in effect including any subsequent revisions thereof. Supplier acknowledges that it is his/her responsibility to keep the information current by notifying the University of Missouri of any changes.

Signature of Person Authorized to Sign this Supplier Registration Information Form

Title: _____

Date: _____