

REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
FOOD SERVICE, CATERING AND NON-BEVERAGE VENDING
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF
THE UNIVERSITY OF MISSOURI – KANSAS CITY
AND
THE UNIVERSITY OF MISSOURI – ST LOUIS
RFP # 22076
DUE DATE: MARCH 16, 2022
TIME: 3:00 P.M. CDT

THE CURATORS OF THE UNIVERSITY OF MISSOURI

Prepared by:
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University of Missouri Procurement
2910 LeMone Industrial Blvd
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Date Issued: February 16, 2022

RFP # 22076

FOOD SERVICE, CATERING AND NON-BEVERAGE VENDING

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NOTICE TO RESPONDENTS

The University of Missouri requests proposals for the Furnishing and Delivery of Food Service, Catering and non-beverage vending, **RFP #22076** which will be received by the undersigned at University of Missouri Procurement, until **March 16, 2022 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 4:00 p.m. CDT on February 28, 2022.

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

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

**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 #22076, 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 – Kansas City (UMKC) and the University of Missouri – St. Louis (UMSL) (hereinafter referred to as “University”) with an organization (hereinafter referred to as "Supplier"), to provide **Food Service, Catering and Non-Beverage Vending Services** as described herein.

This RFP may be awarded to multiple suppliers at the sole discretion of the University.

2. SCOPE

The Curators of the University of Missouri is soliciting proposals from qualified firms to act as its partner in managing the Dining Services Program, Catering Services and Non-Beverage Vending for the University of Missouri – Kansas City (UMKC) and the University of Missouri – St. Louis (UMSL) Campus. The successful contractor shall be a strategic programmatic and financial partner to advance the strategic initiatives of the University, to operate and manage a comprehensive food service program that will meet the diverse needs of our campus communities now and in the future. It is important that prospective providers strategically engage with the University on the campus Strategic Plans, the Campus Master Plans, and the UMKC Forward initiative.

Current dining operations include a central Residential Dining Facility, retail locations, various meal plans for residential students, commuting students, faculty and staff, catering services that includes servicing student organizations, University departments, and external community partners utilizing campus facilities. Non-Beverage Vending Services is also desired and will be bid as a separate service within this proposal. The University reserves the right to award the proposal as a whole, or in two parts, whichever option is deemed in the University’s best interest.

An optional service being requested for UMKC is athletics concession services may awarded as part of the dining and catering portion. The decision to award athletic concessions will be at the sole discretion of the University. Information on UMKC Athletics can be found at <https://www.umkc.edu/athletics/index.html>. This includes concession service for Durwood Stadium and Swinney Center.

The successful contractor shall provide a continuing food service operation wherein the quality, quantity and type of food, the manner of service and the economy of price to the consumer are the primary considerations. In addition, a reasonable financial return is required to provide appropriate maintenance and enhancement of equipment and facilities, as well as programs that support student organizations, campus programs, and the strategic initiatives of the institutions.

In summary, the successful proposal will illustrate high value and recognition of the University’s character and mission. The intent of the University is that the food service management and operation will reflect the following philosophical and program intention goals:

Philosophical Goals

- To promote safe and healthy gathering spaces for students and the campus community.
- To provide exceptional dining experiences that promote student engagement and success.
- To foster a culture of caring and service that impacts the success, retention, persistence, and completion rates for our student community.
- To partner with the University in showcasing the campus and campus programs to our community and guests.
- To treat everyone with respect and fairness.
- To be committed to shared values in creating a great university, a vibrant community, and a better world.
- To champion environmental responsibility and employ sustainable practices.
- To lead in creativity and ingenuity to foster meaningful engagement with student and campus community needs.
- To teach, and provide resources for, nutritional development and comprehensive well-being.
- When appropriate, to respond to the challenges and opportunities of a dynamic, urban-serving University.

Program Intention Goals

- Improve student retention
- Partner with the University to achieve shared goals
- Compliment and encourage on-campus living
- Be distinguished by very high satisfaction of students, faculty, staff and the University's guests
- Increase volume of food service business on campus
- Provide options for evening and weekend students, faculty, staff and visitors
- Provide convenient grab-and-go options at various locations that meet busy and varied schedules
- Provide flexible meal plans that offer diverse dining experiences to students
- Provide a financially stable base on which to build an improved program with greater flexibility and responsiveness
- Provide catering that satisfies a broad range of client needs
- Recognize and use local producers and suppliers
- Provide a comprehensive marketing plan specific to the University

Respondents are encouraged to include creative and innovative ideas that may not be specified in this Request for Proposal.

2.1 INTRODUCTION

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 – Kansas City (UMKC) is one of four campuses within the University of Missouri System. UMKC is a comprehensive research institution in the heart of an urban metropolitan area and is Kansas City's university. The institution hosts two campuses, the Volker Campus located at 5100 Rockhill Road and the Health Sciences Campus located at 25th Street and Holmes Road. The University serves over 16,000 students, employs nearly 2,358 people and hosts over 200 constituent groups – including alumni, retirees, and community partners in support of our mission. As part of a vibrant campus life experience, UMKC has over 300 student organizations, a capacity of 880 students living in campus residential facilities and participates in NCAA Division I Intercollegiate Athletics. Our campus presents many unique opportunities for partnerships related to marketing, vending, and meal plans, and catering in programmatic and financial partnerships.

UMKC Mission

As an urban research university, our mission at the University of Missouri-Kansas City is to promote learning through the discovery, preservation and dissemination of knowledge of public value across a broad spectrum of disciplines and fields of study. UMKC celebrates the individual and embodies diversity and inclusion by intertwining these goals with innovation to enable transformational impact aimed at bringing cultural, social, health and economic prosperity to the metropolitan, regional and global communities we serve.

UMKC Vision

UMKC aspires to be an exemplary public urban research university of the 21st Century, pursuing excellence as a human-centric learning and discovery community, fostering equity, diversity and inclusion to enrich the lives of the people and regions we serve.

UMKC Values

- Accountability
- Learning
- Respect
- Diversity
- Collaboration
- Integrity

The UMKC Strategic Plan is the road map that we will follow on our journey to deliver these commitments. The foundation of the plan is the [Missouri Compacts](#), unifying principles developed by the University of Missouri System to guide strategic planning at all four System universities. The plan is also based on a single foundational commitment: Changing the world starts here.

The five pillars of the Strategic Plan through which our campus will achieve transformation are:

1. Provide exceptional student learning, success and experience
2. Become a thriving discovery enterprise
3. Transform our community and region with impactful engagement
4. Foster and environment of invigorating multiculturalism, globalism, diversity and inclusion
5. Develop a strong and resilient people, process and physical infrastructure

The full strategic plan may be viewed at <https://www.umkc.edu/about/strategic-plan.html>.

As a student-centered urban university, serving our mission of learning, discovery, research and service, the 2021 Master Plan responds to and reflects the goals of the 2018-2028 UMKC Strategic Plan. Five planning principles have emerged from a large cross-section of stakeholder engagement sessions to create a vision for UMKC's campus that will support its students, faculty, staff, alumni and the large Kansas City community.

- Student Success: Promote professional and social mobility for all learners
- Resiliency and Stewardship: Ensure stewardship of UMKC's mission, facilities and campus community
- Identity and Connectivity: Celebrate UMKC's unique identity and role as an anchor institution in Kansas City
- Physical Environment: Elevate the quality and condition of buildings, landscape and streetscape
- Impactful Engagement: Advance engagement for the benefit of the community and the university

More information can be found at <https://www.umkc.edu/chancellor/initiatives/master-plan.html>.

UMKC Forward, in an effort to meet the needs of Kansas City, the State of Missouri and the world in a post-COVID age, has challenged the campus to reimagine our future in innovative and creative ways that would grow our excellence and financial stability.

Full information can be found at <https://www.umkc.edu/chancellor/initiatives/umkc-forward.html>.

The University of Missouri-St. Louis (UMSL) 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 NCAA Division II Athletics in the Great Lakes Valley Conference.

UMSL Mission

We transform lives.

UMSL Vision

The University of Missouri–St. Louis will be a beacon of hope, a force for good, and a leader in the pursuit of excellence in education, impactful research and community service. We boldly assert that education is for everyone who is willing and able to seek it out. We honor the duties inherent in our land-grant beginnings by positioning ourselves as partners in the search for knowledge, progress and positive change for ourselves, our communities, our world.

UMSL Values

- Integrity
- Inclusion
- Innovation
- Access
- Success
- Engagement

The University of Missouri–St. Louis is the region's premier public research university — one that is a beacon of hope, a force for good and a powerful agent of change in Missouri and beyond. With a goal of becoming the nation's top urban, metropolitan public research university, the UMSL community is actively engaged in ongoing strategic planning efforts to ensure that we continue to live out our mission to transform lives. This includes outlining measures and investments to support enrollment growth, enhance student success outcomes, strengthen research and creative works, engage in community engagement and economic development, build inclusive excellence, and to shape our campus and community environment through focused planning, operations and stewardship.

The foundation of the plan is the [Missouri Compacts](#), unifying principles developed by the University of Missouri System to guide strategic planning at all four System universities. The plan is also based on a single foundational commitment: Changing the world starts here.

The five pillars of the Strategic Plan through which our campus will achieve transformation are:

1. **Excellence in Student Success:** UMSL is committed to offering qualified students access to quality academic programs, support services and other resources that prepare them for success in the classroom and beyond as they become leaders of our economy and communities.
2. **Excellence in Research and Creative Works:** As the only public research university in eastern Missouri, UMSL has a responsibility to initiate and support innovative research, scholarship and creative works that enhance educational success and economic activities

as well as lead to a better understanding of the human condition.

3. **Excellence in Community Engagement and Economic Development:** UMSL will engage its students, employees and resources in partnerships/projects to further enhance the well-being and trust of the people, communities and businesses of Missouri.
4. **Inclusive Excellence:** UMSL is committed to actions to recruit and retain diverse students and employees and promote activities that encourage civil and constructive discourse, reasoned thought and sustained dialogue in an environment of inclusion, respect and appreciation.
5. **Excellence in Planning, Operations, and Stewardship:** UMSL seeks to operate in a manner that supports efforts to maintain public trust and achieve operational excellence and efficiency through internal and cooperative planning and restructuring.

The full strategic plan may be viewed at <https://www.umsl.edu/stratplan/stratplan-home.html>.

The UMSL 2021 Campus Plan establishes a vision for the physical transformation of the campus and establishes a comprehensive implementation strategy to realize it over time. The Campus Plan positions UMSL to take advantage of development opportunities, create a more connected mobility network, improve the natural landscape and open spaces, enliven the campus and improve the student experience.

More information can be found at <https://www.umsl.edu/stratplan/campusplanning.html>.

2.2 Dining Services

Dining Services is committed to designing and delivering a full complement of excellent food services that is customized to UMKC and UMSL unique higher education communities. The quality and character of the dining experience will reflect the culture of the campus and active health lifestyle of students, faculty, and staff.

Campus dining provides a comprehensive portfolio of services for resident and non-resident students, faculty, staff and campus guests. The University seeks a partner with demonstrated expertise to develop and successfully manage residential meal plans and cutting-edge retail formats in a variety of campus locations.

The University is continuously seeking ways to improve dining operations in a perpetually changing university environment. Building ongoing partnerships with campus constituents and providing timely response to changing needs and institutional priorities is vital to a successful program. The University seeks a business partner that shares these values.

Key interests:

- Food Service – Residential Dining
 - Innovative meal plan structures and service delivery formats that match the vision and direction of the institutions set forth in the Strategic Plans and the Campus Master Plans.
 - Particular emphasis on individualized dietary restrictions, allergen safe or allergen free options, and variety of offerings to successfully support the diverse student population of the campus.
 - Best Practices in sustainability principles within the dining program, to include healthier selections, partnerships with local farmer or vendors, organic food purchases, robust composting, organic materials and packaging, recycling participation, and educational programming. Participation in the Food Recovery Network and campus initiatives related to food insecurity.
- Retail Service
 - Competitively priced offerings that expand the dining experience and supplement the Residential Dining Program, while creating and fostering informal engagement opportunities for the students and the campus community.
 - Thoughtful, strategic placement of such offerings to support the Campus Master Plans and the strategic initiatives of the institutions.
 - Best Practices in sustainability principles within the dining program, to include healthier selections, partnerships with local farmer or vendors, organic food purchases, robust composting, organic materials and packaging, recycling participation, and educational programming. Participation in the Food Recovery Network and campus initiatives related to food insecurity.

See **Exhibit C** for residential dining service information.

UMKC CURRENT FOOD SERVICE LOCATION INFORMATON

BOARD RATES for 2022-2023

UMKC:

The Curators of the University of Missouri has set board rate increases for the UMKC Campus at 4.7% for the 2022-2023 academic year. Residential Meal Plan pricing will range from a low of \$3,653 annual cost to a high of \$4,090 annual cost. Options for Commuter Meal Plans cannot exceed 4.7% in increased pricing, with a range from a low of \$399 to a high of \$912. Faculty/Staff Plans may be flexible but should not increase more than 4.7%. Both Commuter Meal Plans and Faculty/Staff Plans are taxable by the law of the State of Missouri.

UMSL:

Residential Meal Plan pricing will range from a low of \$3,924 annual cost to a high of \$4,531 annual cost. Red and Gold Meal Plan, a dining dollars-only plan, is not subject to increase during the 2022-2020 academic year. No commuter or faculty/staff-specific meal plans currently exist at UMSL.

Retail Dining Locations

Retail venues feature comfortable gathering places, high quality services, and a variety of menu options that encourage and support the ongoing interaction of the campus community and guests. Customers include students, faculty, staff and guest cash customers and those using declining balance cards and or/purchased debit cards.

Retail outlets should present a degree of consistency in format and presentation while allowing for some individuality of specific units. While national brands and formats may be appropriate in selected retail units, the University reserves the right to accept or reject any or all venues. If accepted, approved formats would have consistent visual images, appropriate lighting, brand marks and displays. Any “exclusive rights” pertaining to location, equipment, signage, lighting, in order to be considered, must have offsetting benefits and be approved by the University.

See **Exhibit C** for retail locations and a summary of retail sales.

Point of Sale System

UMKC - The University previously owned and administered a MICROS Point of Sale System that consists of the appropriate numbers of point-of -sale devices, system CPU’s, printers, and licensed software for point of sale as well as declining balance meal plans. The successful contractor will be required to own, administer, and maintain their own point of sale system that must have an interface with the CBORD GSGold product with approval from Information Services.

The University utilizes a Campus One Card program. This program is designed for students to pay for all their campus needs with one solution. This includes library services, bookstore needs, food service and vending needs. The selected Contractor must agree to purchase any equipment required to support food service operations in conjunction with the campus card program, maintain said equipment, and be fully integrated and compliant with the current system.

The successful Contractor will also be required to pay a general maintenance fee for use of campus point of sale system.

UMSL - The current contractor owns and administers a Point of Sale System that consists of the appropriate numbers of point of sale devices, system CPU’s, printers, and licensed software for point of sale as well as declining balance meal plans. Successful contractor is required to maintain their own point of sale system with approval from University Information and Technology Support. The Point of Sale system will need to interact with TransactCampus, our third party meal plan provider for board plans.

The University utilizes a partial Campus One Card program with potential to expand. This program is designed for students to pay for all their campus needs with one solution. This currently includes library services, bookstore needs and food service needs. The selected Contractor must agree to purchase any equipment required to support food service operations in conjunction with the

campus card program, maintain said equipment, and be fully integrated and compliant with the current system.

CURRENT RESIDENTIAL DINING HALL INFORMATION AND RESIDENT REQUIREMENT

UMKC:

- All-You-Care-to-Eat Format.
- Operates a minimum of 224 days, encompassing the full academic year.
- Includes allergen-free area.
- Resident Dining Plans are required for students living in Oak Street Hall and Johnson Hall as part of the residence hall contract. Plans are currently semester-based:
 - 12 meals per week with \$175.00 flex dollars – \$3,489 (\$1,744.50 per semester)
 - 15 meals per week with \$125.00 flex dollars – \$3,645 (\$1,822.50 per semester)
 - Block 280 Plan – 140 meals per semester with \$300.00 flex dollars – \$3,906 (\$1,953 per semester)
 - Block 320 Plan – 160 meals per semester with \$200.00 flex dollars – \$3,626 (\$1,813 per semester)
 - Block 360 Plan – 180 meals per semester with \$175.00 flex dollars – \$3,626 (\$1,813 per semester)

Commuter Plans

Available to all students not living in the Residence Halls and can be purchased in the Roo Card Office. All commuter plan prices are taxable sales in the State of Missouri.

- Best Value Plan – 50 meals – \$381 + TAX
- Value Plus Plan – 25 meals with \$150.00 flex dollars – \$417 + TAX
- Advantage Plan – 75 meals with \$200.00 flex dollars – \$871 + TAX

Faculty/Staff Plans

- Available only to UMKC employees with a Faculty/Staff designation on their Roo Card and can be purchased in the Roo Card Office. All faculty/staff plan prices are taxable sales in the State of Missouri.
 - 5 meals – \$25 + TAX
 - 10 meals – \$45 + TAX
 - 25 meals – \$100 + TAX

UMSL:

- All-You-Care-to-Eat Format.
- Operates a minimum of 220 days, encompassing the full academic year.
- Resident Dining Plans are required for students living in Oak Hall as part of the residence hall contract. Plans are currently semester-based:
 - 100 block with \$350.00 declining dollars – \$3,748 (\$1,874 per semester)
 - 150 block with \$250.00 declining dollars – \$4,070 (\$2,035 per semester)

- 200 block with \$150.00 declining dollars – \$4,328 (\$2,164 per semester)
- \$1,820.50 declining dollars – \$3,768 (\$1,884 per semester)

Red & Gold Meal Plan

Available to all students not living in the Residence Hall and can be purchased through the Division of Student Affairs. Red & Gold Meal Plans may be purchased during the first six weeks of the semester and may be charged to a student’s University account.

- \$150 declining dollars – \$150 + \$10 administrative fee
- \$250 declining dollars – \$250 + \$10 administrative fee
- \$350 declining dollars – \$350 + \$10 administrative fee
- \$450 declining dollars – \$450 + \$10 administrative fee

Summary of residential dining sales and faculty/staff plans included in Exhibit C.

2.3 Catering Services

1. **General Requirements.** Catering is a critical strategic function of food services at the University. Requests will be on an as-needed basis by the University community in a format and time frame acceptable to both the University and the Contractor.
2. **Service Requirements.** Exceptional levels of courtesy and customer service are expected at all catering functions. Selected special catering events will likely require additional corporate expertise/personnel for a successful completion of such events. Attendance at these functions will vary, depending upon the event. It is essential that the food service program at the University be managed with maximum sensitivity to the needs and concerns of the students, faculty, staff and University guests. In this regard, the staffing of the management team, particularly the on-site Director of Dining Services and the professional corporate support available to the Director is considered a high priority factor in the evaluation of the proposal. It is expected that servers and waiters wear appropriate attire and not be dressed as they would to work in the cafeteria.
3. **Student Orientation and Prospective Student Visit Days.** The University Admissions department hosts Student Orientation days, Campus Visit days, UM-System lunches, Community College Lunches and other recruiting events. In most cases the University pays for the breakfast and/or lunch served at these events. There are some events where the attendees pay for meals on their own. For these events the Contractor will be requested to charge the University and its patrons a rate equivalent to the discounted rate offered to the university employees.
4. **Student Special Events.** The University requests opportunities for recognized student organizations to prepare and showcase ethnic food items in the sharing of cultural experiences and promotion of diversity. International Food and Culture Night is a traditional annual event that allows students to prepare their own dishes, have limited access to the use of the serving area, and utilize auxiliary facilities to see and serve their dishes as part of an admission price. (This has traditionally been the only occasion in which groups are allowed to sell food items as part of the program.) In addition to the benchmark

event, the University request programs that would allow individual student groups to showcase their culture in conjunction with a sharing of cultures or celebration of an ethnic holiday.

5. Locations Served. Catering events for UMKC will take place on the Volker and Hospital Hill Campuses. This also includes the Diastole Center located on the Hospital Hill Campus. Catering events can take place anywhere on the UMSL campus.
6. Hours of Operation. Contractor will be required to provide catering services daily 8am-8pm. For events outside normal operating hours and during school breaks, Contractor will work with University on approval process prior to commitments being made.
7. Rates Charged. The University reserves the right to review and approve rates charged to the University community for catered events. Note that any stipulations regarding annual rate increases listed below under "Financial Return" will be applicable to catering charges.
8. Catering Waiver: UMKC and UMSL would like to have the flexibility to utilize any caterer for events \$500 or less.
9. Financial Return to the University. A financial return is required to provide for coordination, planning, maintenance, improvement of facilities, and any equipment replacement. Contractor must return a portion of all catering gross sales to the University. The financial return must be in the form of a graduated or straight commission based on the total gross sales.
10. The Courtside Club in Swinney Center is a pre-game and half-time hospitality area located on the court level behind the bleachers on the west side. Courtside Club is available for volleyball, men's basketball and women's basketball games.

An upscale buffet, hors d'oeuvre and traditional tailgate fare include sliders, popcorn, desserts and soft drinks which are provided at each home game as part of your Courtside Club membership. Prior to each conference game, a coach chalk talk will be held in the Courtside Club. Each member will also receive two complimentary drink tickets for wine/spirits. The Courtside Club is a great place to enjoy unlimited food in the company of other dedicated Roo fans.

The Courtside Club includes the following:

- Pre-game gourmet buffet meal including drinks and desserts
- Pre-game Chalk Talk with an Assistant Coach
- Half-time game day fare and refreshments
- Opens 1 hour before men's home game

2.4 UMKC Athletic Concession Services.

An optional service being requested for UMKC is athletics concession services may awarded as part of the dining and catering portion. The decision to award athletic concessions will be at the sole discretion of the University. Information on UMKC Athletics can be found at <https://www.umkc.edu/athletics/index.html>. This includes concession service for Durwood Stadium and Swinney Center.

Concession Service for Durwood Stadium and Swinney Center

- Durwood Stadium
 - Men's Soccer
 - Women's Soccer
 - Most reported cycle - 15 outdoor events hosted at Durwood Stadium.
 - Estimated gross sales at \$4,600 over the 15 events.

- Swinney Center
 - Volleyball
 - Men's Basketball
 - Women's Basketball
 - Most reported cycle - 37 indoor events hosted at Swinney Center.
 - Estimated gross sales at \$29,000 over the 37 events.

**Alcohol sales in concessions for Men's and Women's Basketball games ONLY per current license.

2.5 Contractor & University Responsibilities

UNIVERSITY OBLIGATIONS

1. **Service Areas.** The University will provide the service areas indicated (Food Service Operation Space) for use in the Contractor's food service operation at no charge to the Contractor.
2. **Telephone System.** The University will allow the Contractor to use its telephone system as required to conduct food service operations on campus with the following limitation: Any requests for additional lines and/or telephone equipment must be requested in writing to the Student Auxiliary Services office, for submission to the IS department. Costs associated with additional lines and/or equipment will be the responsibility of the Contractor. The University also agrees to allow the Contractor to use the University's internal network and internet service provider as required to conduct operations on campus.
3. **Mailroom.** The University agrees to allow the Contractor use of its mailroom with the understanding by both parties that the Contractor will reimburse the University for postage in the amounts specified on the monthly invoice generated by the Office Services Department.
4. **Utilities** The University agrees to allow the Contractor use of its facilities with the understanding by both parties that the Contractor will reimburse the University for utility usage in the amounts specified by agreement of the parties.
Utilities
 - a. The University shall be responsible for providing electricity, gas, water, sewer service and heating/air conditioning, where available, for the food service operations.Utility Service Interruptions

- b. The University shall not guarantee an uninterrupted supply of water, steam, electricity, gas, heat and/or air conditioning. However, it shall be diligent in restoring service following an interruption. The University shall not be liable for any product loss which may result from the interruption or failure of any such utility services.
5. **Maintenance.** The University will be responsible for the maintenance and repair of the following items:
- Electrical Equipment
 - Lighting
 - Heating and Air Conditioning
 - Structural Repairs
 - Existing Utility Connections
 - Painting
 - Carpentry
5. **Fire Alarm System.** The University will be responsible for assuring the proper operation of any fire alarm systems and equipment located in the food service facilities.
- Accident Prevention
- a. An aggressive program of accident prevention and safety education shall be used by Contractor. Proper instructions on the use of equipment and food handling techniques shall be provided in the promotion of a safe and accident free environment.
- Reporting Incidents
- a. Contractor shall immediately report fires, unsafe conditions and security hazards to the University. Contractor shall immediately correct any issues within its control and report any citations for unsafe conditions to the University.
- Fire Extinguishers
- a. The University shall furnish and maintain fire extinguisher equipment and supplies, and Contractor shall notify the University immediately after every use.
6. **Security.** The University will be responsible for providing security equipment and security personnel in a manner judged sufficient by the University to ensure safety.
- Campus Facilities:
- The University shall provide general security to the campus locations occupied by Contractor. It is agreed that the campus locations assigned to the Contractor are for use solely to fulfill Contractor's duties and that Contractor shall at all times keep University facilities secured. Contractor is responsible for maintaining the University's standard of security during those times the University's portion of the facility is closed. Contractor shall be responsible for any theft or loss of University property that occurs as a result of the Contractor's failure to provide adequate security under these circumstances.
- Keys and/or Key Cards
- Contractor shall be responsible for any keys or key cards or locking devices provided to Contractor at the onset of the contract. Contractor shall be responsible for the cost of replacement of lost keys, and if the University

determines that keys lost by Contractor could compromise campus security, Contractor shall be responsible for all costs associated with re-keying or re-securing designated locations. The University at its own expense has re-keyed the facilities at commencement of the Contract. Should Contractor request the University to re-key the facilities at any time during the duration of the contract, any costs of such re-keying shall be the sole responsibility of Contractor.

Reporting

- Contractor shall be responsible for immediately reporting to the University, via the Office of University Police and to the direct appointed University contact, any known facts related to losses incurred as a result of break-ins to the premises or the rest of the facilities.
- Contractor shall be responsible for reporting to the University any accidents involving staff and customers or adverse behavioral incidents involving staff or patrons which occur in or around the premises.

7. **Housekeeping Services.** The University will provide the following housekeeping services to the Contractor:

- a. Removal of trash from the designated collection site and the cost of said removal
- b. Cleaning of restrooms and corridors adjacent to food service areas
- c. Cleaning of walls, ceilings, and corridors adjacent to dining and retail operations.
- d. Deep cleaning of cafeteria carpeting (not routine sweeping)
- e. Set-up and removal of furniture for special functions, catered events, etc.

8. **Pest Control**

- a. The University shall be responsible for all costs and maintenance of insect and pest control in all assigned areas for production, service and storage. A schedule of frequency of service shall be provided to Contractor upon request. It is expected that the Contractor contribute to the maintenance fund to help offset the pest control costs.
- b. Failure by Contractor to maintain appropriate sanitation levels or standards that are linked to the presence of pests, shall be the financial responsibility of Contractor. Contractor will initiate a request within 24 hours for on-call pest control.

9. **Smallwares.** The University shall be responsible for providing an initial level of small-wares deemed adequate by the University to support food service operations.

At the beginning of the contract, the University and the Contractor shall conduct a joint physical verification of the smallwares inventory. At that time the University will determine the extent of the required replacement and will be responsible for purchasing replacement items. The Contractor will pay for any new smallwares believed necessary beyond the University's determination.

Ownership of smallwares shall remain with the University and shall not be loaned or removed from the University without its prior written approval. The Contractor shall take such measures as may be reasonably required by the University for the protection against loss by pilferage or destruction.

At the conclusion of each spring session during the term of the agreement, the University and Contractor shall conduct a joint inspection of the smallwares inventory. Contractor will be responsible for replacing any smallwares required to bring the inventory to its initial level, regardless of the cause for the required replacement.

On termination or expiration of the food service agreement, the University and Contractor will conduct a joint inspection of the smallwares inventory. Contractor will be responsible for replacing any smallwares required to bring the inventory to its initial level, regardless of the cause for the required replacement.

11. **Food Service Nonexpendable Equipment.** The University shall be responsible for providing an initial level of nonexpendable food service equipment deemed adequate by the University to support food service operations as specified herein.

At the beginning of the contract, the University and the Contractor shall conduct a joint physical verification of the nonexpendable equipment inventory. If it is determined by both parties that additional nonexpendable equipment is required to support the level of food service operations specified herein, the University will have the option of purchasing the equipment outright or requesting that the Contractor purchase the equipment and amortize the cost over the duration of the food service agreement. Additional nonexpendable equipment or replacement equipment will be acquired through the appropriate purchasing authority and in accordance with the University purchasing policies and procedures, regardless of which party initially pays for said equipment. It is understood by both parties that the University will not be held financially responsible for any nonexpendable equipment purchased by the Contractor without the express, written authorization of the University.

Ownership of nonexpendable equipment shall remain with the University and shall not be loaned or removed from the University without its prior written approval. The Contractor shall take such measures as may be reasonably required by the University for the protection against loss by pilferage or destruction.

At the conclusion of each spring session during the term of the agreement, the University and Contractor shall conduct a joint inspection of the nonexpendable equipment inventory. Additional nonexpendable equipment or replacement equipment as determined by both parties will be treated as indicated above.

On termination or expiration of the food service agreement, the University and Contractor will conduct a joint inspection of nonexpendable equipment. The University will be responsible for replacing nonexpendable equipment required to bring the inventory to its initial level.

Regardless of the responsibilities listed above, if it is determined that repairs or replacements are due to contractor's negligence, such as failure to initiate and execute

routine maintenance plans on equipment purchased during the life of this agreement or follow manufacturer's guides to proper operation of equipment, such repairs and replacements will become the responsibility of the Contractor.

CONTRACTORS OBLIGATIONS

A. Personnel

The Contractor will at all times maintain an adequate staff of employees on duty for the timely preparation and prompt service of food, and will provide adequate administrative, dietetic, hygienic and personal supervision. All food service workers will be the employees and responsibility of the Contractor. Student workers shall be utilized when possible.

Contractor shall insure that all of its employees assigned to work at the University meet all applicable medical requirements of all governmental entities prior to the commencement of work. A criminal background is mandatory due to proximity of the employee to students.

Management staff shall enforce regulations, handle problems, and generally establish rapport with patrons. A manager shall be present in each facility during normal meal serving hours. In addition, a manager must be present in the evenings and on Saturdays during the academic year.

In addition to its other management staff, the Contractor will employ a training manager, either employed at this location or at the company's corporate headquarters, who will develop and implement a written training program for food service employees. The intent of such a program is to provide instruction in such areas as basic microbiological hazards and what their consequences can be for food service operations; fire safety, fire prevention, handling potentially hazardous conditions, and responses to fire and other emergencies; ways and means available to develop and improve positive customer relations; methods available to create better merchandising techniques; and, generally to develop programs designed to improve overall operational effectiveness.

The Contractor shall have a full-time dietitian on its staff, either employed at this location or at the company's corporate headquarters. At least once a quarter, the dietitian shall be available to meet with representatives of the University to discuss dietetic concerns and programs that might benefit the University community.

Any Director assigned by the Contractor to this operation must be interviewed and accepted by the University prior to assuming the responsibilities for the University account. The Director shall not have responsibilities for any other dining services operations. The Director shall continue service at the University only so long as his or her work is acceptable to the University and shall not be transferred from this assignment to another Contractor-owned facility unless the University gives approval. The University reserves the right to make recommendations to the Director concerning the hiring, transfer, and discharge of Contractor personnel including the Assistant Director(s), Training Manager, Catering Manager, and Unit Managers.

Any problems related to the Food Service Director will be directed to the Contractor for correction. If after due notice of problems to the Contractor about the Food Service Director corrective action is not successfully undertaken, the Contractor shall provide an acceptable replacement. In the event of an absence of a Director, the Contractor will provide a well-qualified Interim Director, subject to the approval of the Vice Provost for Student Affairs/Dean of Students or designee, until the vacancy is filled.

The Contractor is required to be certified as an equal opportunity employer. Contractor prohibits and will not engage in discrimination or harassment on the basis of race, color, national origin, gender, age, religion, ancestry, disability, veteran status or sexual orientation in accordance with all applicable federal, state and local laws.

Contractor shall establish and maintain a written sexual harassment policy and shall inform employees of the policy. The policy must contain a notice that harassment will not be tolerated and will result in disciplinary action.

All personnel employed by the Contractor will be expected to abide by vendor requirements that apply to all vendors performing services at any facility owned or operated by UMKC and UMSL. These requirements are as follows:
General Conduct and Harassment Policy. As an educational institution and as an employer, The University is committed to an environment in which all individuals are treated with respect and dignity. The University expects all relationships including vendor relationships to be free of bias, prejudice, and harassment. All relationships with faculty, staff and students should be respectful and courteous.

Drug and Alcohol Policy. The University prohibits the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance. Violators may be subject to disciplinary action up to and including contract termination. Alcohol may not be consumed in public areas of the University, and no employee or contractor personnel shall report to work while under the influence of alcohol or illicit drugs.

Safety and Security Policies. The University maintains a zero tolerance for any type of workplace violence. Employees and vendors are prohibited from making threats, threatening conduct or any acts of aggression or violence. The use or possession of firearms or any other weapon is prohibited. Vendors may not enter private areas such as offices or dormitory floors without the presence of an authorized University employee. Tobacco-free (beginning August 1, 2014). Smoking is not allowed on the campuses.

Contractor's employees will be subject to a State and Federal Criminal Records Check and drug testing at University's discretion and the Contractor's expense.

The Contractor, at its own expense, will be required to outfit all of its employees in food service uniforms, acceptable to the University. Catering uniforms shall be different from regular work uniforms.

B. Operational Expenses

The Contractor will be responsible for all direct and indirect operating expenses of the food service operations, such as labor, goods, MRO supplies, advertising and promotions, and the like, including menu board and accessories in support of retail operations.

The Contractor will be responsible for the payment of all taxes and all license and permit fees now in existence of which may be incurred due to this Agreement or the services being provided hereunder.

The Contractor will be responsible for reimbursing the University for use of utilities, as defined by the agreement which could include telephone system, including all local, long-distance, and any additional line charges and use of the network and Internet Service Provider.

The Contractor will be responsible for reimbursing the University for use of its mailroom facilities, including all postage fees.

C. Housekeeping

1. The Contractor shall provide for housekeeping in all food service areas during hours of food service operation such that all food service areas are thoroughly clean and presentable throughout the hours of food service business each day.
2. Housekeeping will be conducted in a manner satisfactory to regulatory agencies and the University which may be above and beyond health department criteria and will include the following minimal, acceptable criteria:
 - a. The Contractor shall be responsible for all routine cleaning of the food service facilities including carpets (sweeping), hard surface floors, walls, ceilings, fans, and light fixtures.
 - b. Food service areas, serving lines, food service equipment, etc., will be cleaned and sanitized daily.
 - c. Floors of kitchens, dish rooms, serving, and dining areas should be cleaned daily and should be kept free from debris and spills throughout the day.
 - d. All trash cans used in food service areas will be lined with plastic liners and should be emptied at least daily or as needed to prevent overflows.
 - e. Garbage is to be taken at least daily to the designated trash collection site. The University pays for trash removal from the collection site.
 - f. Serving and seating areas in the cafeteria are to be cleaned after each meal and are to be policed continuously throughout each meal served. Policing includes clearing and wiping all tables and seats; vacuuming/sweeping of carpet areas; emptying trash; wiping equipment and serving stations and refilling dispensers.

- g. No cooking grease, oils or fats are to be disposed or dumped into the sewer system or refuse disposal. Disposition must be handled by a qualified rendering company or other approved method at the Contractor's expense. The Contractor shall bear the expense for the cleaning and repair of sewer lines and traps if grease is improperly disposed of.
- h. Prior to the beginning of each semester, the carpeting and tile located in the seating area of the Dining Hall will be cleaned as determined by the University and will be paid for by the University.
- i. The Contractor shall leave all areas under its assigned control in a clean and ready condition when kitchens and dining facilities are closed in accordance with University schedules, and those areas shall be openly accessible to personnel designated by the University.
- j. The Contractor will be responsible for cleaning miscellaneous areas that are frequented by the food service staff such as hallways, loading docks, storage areas, elevators, and changing areas. This cleaning shall include equipment, floors, walls, and ceilings. The Contractor shall also be responsible for keeping the loading dock and loading dock walls at each dining facility clean and free of debris.
- k. The Contractor shall be responsible for daily spot cleaning of interior windows food service metal and glass doors.
- l. Contractor is responsible for complying with any applicable federal, state and local laws, codes or regulations applicable to food service operations, including those relating to customer health, sanitation, etc. Food borne illnesses should be reported by each party within four hours of notification and/or occurrence. Notification to the applicable health officials and communication to the University community will be the responsibility of the University.
- m. A copy of all Health Department inspection reports will be provided to the University on a timely basis.
- n. The University shall have the right at all times to determine by inspection that facility maintenance is satisfactory to the University and in accordance with health standards.
- o. The Contractor shall develop, implement and keep updated the cleaning and sanitation schedule for all equipment and food service facilities in each unit under his control. The schedule shall be posted and implemented within thirty (30) days after the effective date of the agreement. The schedule shall be submitted to the University for review and approval.

D. Sanitation and Health Department Requirements

- 1. The Contractor must comply with all applicable health codes.
- 2. The Contractor is responsible for establishing policies to guarantee sanitary working and eating areas.
- 3. The Contractor shall require all food handlers to follow established personal hygiene practices including daily bathing, wearing clean uniforms, keeping

fingernails short and clean, restraining hair in an appropriate manner, and washing hands after using the restroom, handling raw meat, etc.

- a. Proper dishwashing techniques will be followed according to sanitation codes. All clean dishes, glassware, utensils, etc., will be stored to prevent contamination.

E. Maintenance of Food Service Equipment

1. Throughout the term of the food service agreement, the Contractor is responsible for implementing and paying for annual maintenance of all nonexpendable equipment obtained during the life of the food service agreement.

F. Repair of Food Service Equipment

1. The Contractor will be responsible for the repair of all University owned nonexpendable equipment where the estimate for said repair is less than \$1000. The procedure for performing repair of University owned equipment is as follows: The University obtains an estimate to have the equipment repaired and provides the information to the Director of Dining Services. Additional estimates may be sought at the Procurement Manager's discretion. The University will pay for repairs in excess of \$1000 or the equipment will be replaced if deemed to be in the University's best interests.
2. Notwithstanding the above, if it is determined that required repairs are the result of Contractor's negligence, the cost of said repair or necessary replacement will become the Contractor's responsibility. For the purposes of the food service agreement, negligence includes failure to initiate and execute routine equipment maintenance; failure to follow manufacturers' operating and usage guidelines; and blatant misuse of equipment.

G. University Property

1. The Contractor will be required to keep food service facilities and equipment used by the Contractor in proper condition and replaces all loss and breakage due to negligence of the Contractor's employees. At the expiration of the agreement, the Contractor must surrender same to the University in as good condition as said facilities and equipment were at the commencement of the agreement, ordinary wear and tear or damage by acts of God excepted.

H. Contractor's Property

1. Contractor assumes the risk of loss or damage to owned inventory or other property while in transit to or from the University or while in the University. Such risk of loss includes but is not limited to loss of money, checks, credit card collections, inventory, supplies, or other property.

I. Advertising

1. The contractor shall regularly employ advertising and promotional efforts to further the visibility and image of foodservice operations. All Advertising and promotional efforts shall be approved by the Vice Provost for Student Affairs/Dean of Students or designee. Meal plan information should be ready for Student Services to distribute to potential and incoming students at least four months prior to the fall semester to which the information will apply.

SUSTAINABILITY

The University expects the Successful Vendor to implement current sustainable practices equaling or exceeding campus standards, to include a fully implemented composting program.

RECYCLING: The Successful Vendor must participate in the University's recycling program and work with the Sustainability Coordinator to enhance the recycling programs in the Food Service facilities as the program evolves and expands.

FOOD INSECURITY SUPPORT: The Successful Vendor must participate in initiatives in support of students with food insecurity issues, including but not limited to pantry support and shared card swipe programs.

PURCHASE AND TRANSPORT OF FOOD: Suppliers must minimize their environmental impact through the effective use of ecologically sustainable techniques.

INNOVATION AND EDUCATION: Successful Vendor will continually evaluate and update sustainability practices. Campus dining is situated as an innovator in food service sustainability, and programs should be put in place to educate the customer/student body about innovations and reasons for operations decisions in food service.

OPERATIONS

FOOD AND BEVERAGE COSTS: The Successful Vendor is responsible for all food and beverage costs associated with University dining services. Rates and increases must be approved by the University on a regularly scheduled annual basis.

EXCLUSIVE POURING RIGHTS

The University is engaging in a separate exclusive pouring rights contract that requires specific products be sold to customers in all University venues. The Successful Vendor is required to honor these and any current and future pouring rights obligations in the provision of all services to the campus.

ALCOHOL LICENSE AND POURING RIGHTS

- Obtain and maintain any necessary liquor licenses and permits in the exclusive right to sell and serve alcoholic beverages. This includes in the Swinney Center and Durwood Stadium for intercollegiate athletics contest at UMKC and for any events held on the UMSL campus.
- Provide licensed bartenders and pourers for University special events that include alcoholic beverages.

RAW INGREDIENT STANDARDS

The Successful Vendor shall procure and prepare raw ingredients that are of high quality and nutrient value. This requirement is demonstrated in the following examples of minimum specifications, which will be reviewed by a qualified expert of the University's choice:

- Beef and Veal - USDA Choice, except for meat used in extended dishes that may be USDA Standard
- Pork and Lamb - USDA Grade A (#1) Poultry - USDA Grade A
- Seafood - USDA Grade A
- Eggs - USDA Grade A (Large or Medium) Dairy Products - USDA Grade A
- Frozen Foods - USDA Grade A Fancy Fresh Produce - USDA #1 Quality

- Canned Foods - USDA Grade "A" Fancy, except Choice may be used for cooking purposes; fruits should be packed in light syrups.
- Cheeses such as Cheddar, Swiss and Monterey Jack shall be all natural, non-processed, when served as a prime ingredient in an entree, a sandwich ingredient, and sandwich spreads. American Process Cheese may also be served as a sandwich ingredient. In addition, processed cheese may be used in some cooking or as a less expensive alternative for some non-entree foods.
- USDA Standard or better, ground beef and beef patties shall be 100% all beef and fat content shall not exceed 20%.
- Veal and Pork steaks shall be solid meat portions – un-breaded and not pre-formed from chopped or ground meat.
- Must use zero transfer oils with no partially hydrogenated vegetable oils.

DINING SERVICES CALENDAR

The University will provide a dining services calendar for the guidance of the Successful Vendor at the beginning of each fiscal year (July 1) which shall be subject to modification by mutual agreement

COLLECTION OF BOARD CHARGES AND PAYMENT

The University shall collect board charges and reimburse the successful vendor by a method and schedule agreed upon by both parties.

OPERATING STATEMENTS AND PERFORMANCE EVALUATION

The Successful Vendor shall submit to the University monthly client operating statements for each business segment (Residential Dining, Retail Dining by location, and Catering) and must include budgeted and actual revenue and expense figures for the monthly period as well as year-to-date period, within agreed upon categories, labeling, and terminology.

The Successful Vendor shall prepare and submit to the University monthly and year to date operating metrics for the residential, retail and catering programs, including at a minimum: Customer counts, dining hall meals served, participation rates, average check (retail), labor hours worked, average sales per labor hour, and food cost metrics.

Successful Vendor will develop an annual summary and initiate a meeting between District/Regional supervisor and the University to review all financial, program indicators. This will automatically include a review of: sales, expenditures, participation rates, counts and check averages as well as any repair or development issues.

2.6 NON-BEVERAGE VENDING

GENERAL TERMS AND CONDITIONS

Non-Beverage Vending Services is also desired but will be bid as a separate service within this proposal. The University reserves the right to award the proposal as a whole, or in two parts, whichever option is deemed in the University's best interest. Vending requirements consist of

snacks need only. Beverage vending will be contracted separately, as a larger campus agreement. See Exhibit D for the current machine types and their locations. Successful contractor will be required to provide replacement equipment (including condiment stands, microwaves, and other equipment for food preparation, etc.) for all equipment owned by current provider. The goal of this RFP is to maintain the highest quality of service for the University's students, faculty and staff while maximizing the revenue stream from snack vending related sales. The University's intent is to design a mutually beneficial relationship with a snack vending company that enriches the image of the Contractor as well as the University and aligns with the University's vision, mission, values and goals. The Contractor will be authorized to enter the designated premises at all reasonable times during the regularly scheduled business hours to gain access to its equipment for the purpose of installation, normal maintenance and other incidental services. Collections are to be made within regular University business hours, which are defined at 8:00 am to 5:00 pm, Monday-Friday. The Contractor is not to change selling prices or products or add or delete from the number of machines agreed upon without prior knowledge and written approval of the University's designated representative. The proposer shall submit a complete price list, including portion size, with their proposal, of all items to be offered for sale.

VENDING EQUIPMENT

The Contractor will display a University extension on each machine that may be used for inquiries or reporting maintenance matters, as well as refund management. The Contractor shall provide identification labels for each machine. The Contractor agrees to install said equipment and will service and maintain the same in proper working order. Any machine that cannot be repaired on the premises, or that cannot be repaired in 48 hours of the report of its malfunction, shall be removed from the premises and suitable replacement equipment shall be furnished, installed and set back in operation. All vending machines and equipment shall be new or in like-new condition. A listing of the machines to be installed, indicating the make, year and model shall be furnished by the Contractor to the designated University official at the start of the contract period.

Collaborative work with ID Card Office to engage with the CBORD/UGRYD Roo Buck card system at UMKC to designated machines in areas throughout campus for direct student use. All machines shall be equipped so as to provide thermal overload protection. In addition, all machines shall be equipped with all necessary safety devices, which shall be maintained in operating conditional at all times.

If any machines are to be found unprofitable, the parties agree to negotiate changing location or removing said machine. If any machine is to be removed or relocated, it shall be done at the Contractor's expense and only with the approval of the University. The University assumes no responsibility for any losses the Contractor may incur due to damage to equipment arising from any cause except an act or omission of the part of the University. The University assumes no responsibility for the protection of the Contractor's property against loss arising from vandalism, theft, or other causes.

The Contractor shall be responsible for the cleaning and sanitation of its equipment. This includes any surrounding areas that are directly affected by the operation of the machines. This also includes clean up after a repair of malfunction of the machines. Cartons or trash generated by the

Contractor must be disposed by utilizing the campus trash hauling system. In addition the Contractor must participate in the Campus recycling program, by disposing of appropriate materials in campus provided containers, as called for by the program. The Contractor shall establish and abide by a preventative maintenance program for all its equipment covered under this proposal.

All machines shall be equipped with a recording counter or meter to provide for recording sales of each machine.

All storage and handling of supplies and product must be handled off-site. The University does not provide storage space in support of non-beverage vending.

- A. Refunds: A voucher refund system shall be required and shall involve dispersing of funds through representatives of the University. The voucher system shall include a form supplied by the Contractor and approved by the University to be filled out by the person making the refund claim.
- B. Product Offerings and Freshness
 - Snack: Products dispensed from machines must be fresh (no stale-dated merchandise), top grade and known to the general public by brand name of manufacturer. The Contractor is expected to provide a variety of snacks, including healthy snacks, for our student, faculty and staff population. Visual markers should be used to identify the health snack items.
 - Contractor with engage with the University to conduct semi-annual surveys informally and formally with the Students to determine satisfaction with variety of products offered. It is expected that the Contractor will make appropriate offering changes to meet the requests of the survey results.
- C. Vending Personnel
Personnel operating on campus must be dressed in clean, distinctive uniforms which will readily identify them as Contractor's personnel. Personnel are expected to conduct operations in an orderly manner so as not to annoy, disturb or be offensive to customers. The University reserves the right to require a change of personnel servicing the University community.
- D. Working Relationship
The Contractor shall meet at least quarterly with the University assigned designee, to analyze adjustments in equipment, operations, policies and products. Contractor shall cooperate at all times to maintain maximum efficiency and service to the University community.
- E. Financial Return to the University
A financial return is required to provide for coordination, planning, maintenance, improvement of facilities, and any equipment replacement. Contractor must return a portion of total vending gross sales to the University. The financial return must be in the form of a graduated or straight commission based on the total gross sales.

Non-Beverage Vending sales summary contained in **Exhibit C**.

3. SITE TOUR

A tour to view the site has been scheduled for February 24, 2022 at 10:00 at UMKC - please meet at Room 238 of the Atterbury Student Success Center, 5000 Rockhill Road, Kansas City and February 25, 2022 at 9:00 at UMSL please meet at the Millennium Student Center. If you desire to tour the site, please notify Kristine Schrimpf at schrimpfkr@umsystem.edu to confirm your attendance.

The purpose of the tour is to allow potential respondents the opportunity to inspect the area. Each respondent is solely responsible for a prudent and complete personal inspection, examination and assessment of the work site condition, facilities and/or any other existing condition, factor or item that may affect or impact performance. The respondent shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including but not limited to the respondent's failure to observe existing conditions, etc.

4. TIMELINE

Release of RFP: February 16, 2022

Site Visit: February 24, 2022, at UMKC and February 25, 2022, at UMSL

Submission of Questions Regarding RFP: February 28, 2022

UM posts answers to questions: March 2, 2022

RFP response due: March 16, 2022

Finalist Presentations: Bidder may be required to provide an oral presentation of their response to the University. Presentation may be the week of April 4 or April 11, 2022

Notice of award: Week of May 2, 2022 with contract to be in place by July 1, 2022.

5. CONTRACT PERIOD

The contract period shall be from July 1, 2022 for five (5) years with the option to renew for five (5) one-year periods.

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.

6. 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.

Proposals must be submitted in the number and manner as specified below:

Volume I – Functional section **MUST** be submitted in a sealed envelope with six (6) 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.
- Financial statements, if required.

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 #22076, mailed and/or hand delivered to University of Missouri Procurement, 2910 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."

7. 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.

8. 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.

Note: Anyone who serves alcoholic beverages on a University of Missouri Campus or when contracted for service at a UM event must also provide liquor liability coverage. This should be written on an "occurrence basis" and have limits not less than \$1,000,000 each claim or each common cause and at least a \$1,000,000 aggregate. The insurance carrier, policy number, effective date and limits should be shown on an insurance certificate provided to the University of Missouri. The Curators of the University of Missouri, its officers, employees and agents endorsed as Additional Insured on such policy and a copy of the endorsement should be provided along with the certificate of insurance.

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.

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.

9. MANDATORY CRITERIA – FOOD AND CATERING SERVICES

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 food services and catering in a college or university residential/urban environment for a period of no less than 10 years. Such campus experience should include similar complexities and dollar volumes as UMKC and UMSL food service and catering operations.

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

9.2 Respondent currently operates a Dining Service Program Management account at a 4-year higher education institution in the mid-west (MO, IL, IN, AR, KS, IA).

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

9.3 Respondent provides a Dining Service Program Management to Higher Education clients through a separate division (resources and reporting) than K-12 Dining Management, sports/Entertainment Dining Management and Healthcare Dining Management.

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

9.4 The respondent has the ability to provide district/regional resource offices (District/Regional Manager's office, accounting, marketing) residing within 250 miles of Kansas City and St. Louis, MO.

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

9.5 Company provides on-going training for their employees in the following areas: diversity and multicultural awareness, knowledge and skills; customer service standards of excellence; food preparation methods, including handling known allergen inducing foods; food safety; blood borne pathogens; sanitation standards; dress and identification; personal habits and hygiene; cleaning and sanitation procedures; life safety, equipment operation; University protocol for addressing bias incidents; University sexual harassment, Violence Against Woman Act, and discrimination/Title IX policies; conduct when working with minors; and premise-specific policies (i.e. access, etc.).

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

9.6 Company has an operation policies and procedures manuals for all aspects of operating a Dining Services Program. This includes but is not limited to purchasing, food preparation and production, accounting/cash handling, human resources, customer service, facility operations and emergency preparedness.

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

9.7 Respondent understands and will adhere to the Curators of the University of Missouri approved board rates set annually.

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

9.8 Contractor will provide all the Point of Sale hardware, software and support for all hardware and software, and their own credit card validation support. The University provides the network which the contractor will use to manage their hardware behind their own firewall device.

Contractor's POS would need to interact with TransactCampus, our third party meal plan provider for board plans for UMSL and interface with the CBORD GSGold product on the UMKC campus.

The Point of Sale System will be required to have approval from The University IT Department.

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

9.9 Respondent understands and will comply with all Contractor responsibilities listed herein.

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

10. DESIRABLE CRITERIA – FOOD AND CATERING SERVICES

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 History and University Connections.

1. Summarize your company's industry experience and provide factors that set your company apart from your competition.
2. Describe why you believe your company will be a good fit for the University.
3. What do you see as the determining factors for a model campus account operation?
4. How does your company define partnerships? Provide executed examples.

10.2 Service

1. Describe how your company manages multiple locations on a campus including hours of operation at these venues.
2. Explain how your company handles special events. Include details on how your company would partner with the University for these types of events.
3. Describe in detail how your company would manage the food services for the academic calendar for residential and commuter students both day and evening.
4. Describe your company's philosophy related to summer camps and conferences. Provide details on providing summer camp and adult conferences food, including menus, portion sizes and daily pricing.
5. What methods do you use to assess not only satisfaction related to quality of food, but also to satisfactory completion of contractual obligations.
6. Explain how your company handles and stays abreast on special dietary needs. Provide examples.
7. Provide your wellness program for the dining services program. Including
 - a. What healthy food choices should the University consider providing on campus and why/how will that benefit the wellbeing of the student population and campus community?
 - b. What elements in the environment increase the likelihood that people will make healthy choices when choosing what to eat?
8. Provide your sustainability plan for the dining services program that will be in place at UMSL and UMKC; including:
 - a. Commitment to continuous improvement in purchasing agricultural products grown or processed in Missouri
 - b. Recycle cardboard, paper, plastic, glass
 - c. Reusable to go container programs
 - d. Waste reduction practices.
9. Describe any capital investments you foresee providing, both short term (kitchen equipment) and long term (facility, design) and amortization schedule.

10.3 Catering

The University's needs include a wide range of catered events daily and throughout the year, at varying levels of service and pricing. Additionally, the University would like to have an online ordering and invoicing/payment capabilities for catering events.

1. Describe all aspects of your catering capabilities. Provide executed examples.
2. Describe your operating standards for event planning, food quality, delivery, set-up, presentation, staffing, and clean up for events. In particular, describe the techniques you use to ensure that the quality of service for catered events will meet or exceed the expectations of customers.
3. Submit sample menus for the following types of catering, including pricing and key portion size:
 - Premium catering menus
 - Everyday catering menus
 - Conference services
 - Student catering
 - Seasonal menus.
4. Submit your sample catering menu for the following events including price, per person for each of the following catered menus. Include staffing levels for each type of catering function.
 - Sample Menu A – Luncheon for ten (10)
 - Sample Menu B – Breakfast buffet for twenty (20)
 - Sample Menu C – Cocktails and sit down/dinner served for thirty (30)
 - Sample Menu D – Afternoon Special event, using china, silver and linen as appropriate, stand up reception for one hundred (100)
 - Sample Menu E – Reception and dinner for five hundred (500), including beer, wine and non-alcoholic beverages
 - Sample Menu F – Barbecue dinner for five hundred (500) students

10.4 Marketing

1. How does your company propose to promote new ideas, services, etc.? Provide examples.
2. Describe your campus specific marketing plan to maintain and increase a healthy, thriving business enterprise. Provide examples, if applicable.
3. Describe how you measure success in marketing plans, along with specific performance measures that will be utilized.

10.5 Contract Administration

1. Provide detailed resumes for your proposed on-site management team.
2. Describe a continuous improvement program you propose for the dining services program, designed to support innovation as well as measure and report progress toward University objectives. The plan should include key performance objectives, process for identifying improvement needs and remedying deficiencies.
3. Describe how your company manages the meal plan, catering, retail rate setting as well as additional service requests.

4. Explain your company's philosophy on maintaining satisfactory levels of food service operation. Provide executed examples on how it is measured.
5. Do you offer opportunities for outside vendors to cater on campus? If so, describe the nature of these caterings exclusions and how, if at all, it affects the overall contract.
6. Explain your company's philosophy related to financial returns and your fiscal year schedule.
7. What challenges, if any, do you see to success at the University? Explain those challenges and how you would meet them.
8. Describe any partnerships you have had with other food service providers (for example national chains such as Pizza Hut). Was this partnership on a university or college campus? If so, describe how the partnership enhanced or detracted from your service levels. Indicate if partnerships of this nature are your preferred method of providing food service with a collegiate client.
9. Describe your process for resolving contract or service problems.
10. Describe the payment options you have used on college campuses. Describe any limitations you have with any of these methods of payment.

10.6 Staffing and Training

1. Describe your organizational structure and how this facilitates open communication with the client.
2. Describe your company's philosophy and the types of both food service and customer service training your employees receive.
3. What are your companies hiring policies?
4. Describe your cleaning procedures in all food service areas, including equipment.

10.7 Point of Sale System

1. Describe your proposed Point of Sale System – including the details on integration and features.

10.8 Transition Plan

1. Provide a detailed transition plan that describes your process for transition and start up.
2. Provide a list of all tasks involved in the form of a critical path schedule and timeline
3. Identify members of the start-up team, their backgrounds, and roles/responsibilities with regard to the transition.

10.9 References

1. Provide at least three references from colleges or universities where you currently are the primary food service vendor. References are to include the person's title, address, telephone number, email address, enrollment details and number of years you worked with this institution.

10.10 UMKC Concessions Services - The decision to award athletic concessions will be at the sole discretion of the University. This service may or may not be awarded as part of the dining and catering sales.

1. **Menus:** The University strives to create an optimal environment for the health and well-being of their students, faculty, staff, and guests, while being conscious of price, quality, and service standards. Menus presented should complement current athletic facilities' food offerings and support the University's initiative to provide healthy food options.
2. **Customer Experience:** Provide a description of concepts or mechanisms that would enhance the customer experience at the University's athletic venues while maximizing Gross Receipts
3. **Personnel:** It is imperative the Contractor provide outstanding service and convenience for guests at the Facilities. Respondent shall outline their recommended staffing guidelines for each job.
4. **Reporting:** Provide samples of event information recaps, daily and monthly statements, etc. that will be furnished to the University during the term of this Contract.

11. MANDATORY CRITERIA – NON-BEVERAGE VENDING

Indicate your intent to provide service to UMKC, UMSL, or both.

UMKC

UMSL

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.

11.1 Respondent must have demonstrated and proven success in providing non-beverage vending services in a college or university environment for a period of less than 10 years. Such campus experience should include similar complexities and dollar volume and UMKC and UMSL vending services.

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

11.2 Respondent understands and will comply with all Contractors responsibilities and requirements listed herein.

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

12. DESIRABLE CRITERIA – NON BEVERAGE VENDING

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.

12.1 Industry experience: Provide background information on your company's experience including qualification and capabilities for providing non-beverage vending services in a residential/urban college of university environment.

12.2 Equipment: Provide details on your approach to preventative maintenance and regular replacement of worn and/or malfunctioning of equipment. What is your proposed schedule for stocking the vending machines? Can the vending machines accept credit cards, and if so, does it utilize a cellular connection? Can your equipment accept campus card transactions – for example UMKC Roo Bucks and can you accommodate iClass cards which is used through the CBORD system.

12.3 Product offering: Identify the types of healthy items you would include in your vending machines and how you would notify customers that these are healthy selections. Describe your process for inventory rotation. Explain how you will analyze the food is stocked in the vending machines and how you will replace those items that are not selling well and replace with other items that may increase sales.

12.4 Innovation/Creativity: Provide details on being innovative in the non-beverage vending field. Outline successes with proposing new concepts and implementing initiatives which lead to long term success in helping a community increase their campus residential life.

REQUEST FOR PROPOSAL FORM

REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
FOOD SERVICE, CATERING AND NON-BEVERAGE VENDING
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF
THE UNIVERISTY OF MISSOURI KANSAS CITY
AND
THE UNIVERSITY OF MISSOURI ST LOUIS
RFP # 22076
DUE DATE: MARCH 16, 2022
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.

Please complete Exhibit D for your financial proposal. Note there are three tabs to be completed. Failure to complete all three will consider your proposal non-compliant. Respondents should define the frequency and percentage or fixed amounts. Capital improvement fund proposal should include detailed recommendations. All projects are subject to University approval.

For the commission and investment structure tabs, there are a two options to complete. Option 1 is based on the University awarding to different suppliers for UMKC or UMSL. Option 2 is based on the University awarding to the same supplier for both UMKC and UMSL.

The decision to award to one supplier for both campuses or different suppliers for each campus will be made at the sole discretion of the University as deemed to be in the best interest of the campuses.

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)

