**REQUEST FOR PROPOSALS**

**FOR**

**FURNISHING AND DELIVERY**

**OF**

**FOOD AND BEVERAGE SERVICES AT ATHLETIC VENUES**

**FOR**

**THE CURATORS OF THE UNIVERSITY OF MISSOURI**

**ON BEHALF OF**

**THE UNIVERSITY OF MISSOURI-COLUMBIA**

**RFP # 20-7006-DS-C**

**DUE DATE: March 31, 2020**

**TIME: 3:00 CENTRAL TIME**

Pre-Proposal Game FEBRUAry 18, 2020 7:30 pm

PRE-PROPOSAL MEETING FEBRUARY 19, 2020 10:00 am

THE CURATORS OF THE UNIVERSITY OF MISSOURI

Prepared by:

David Silvey

University of Missouri Procurement

2910 LeMone Industrial Blvd

Columbia, MO 65201

Date Issued: February 12, 2020

**RFP # 20-7006-DS-C**

**FOOD AND BEVERAGE SERVICES AT ATHLETIC VENUES**

**FOR THE UNIVERSITY OF MISSOURI-COLUMBIA**

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tHIS COPYRIGHTED REQUEST FOR PROPOSALS DOCUMENT HAS BEEN PREPARED BY THE BIGELOW COMPANIES, inc. FOR THE SOLE USE OF THE UNIVERSITY OF MISSOURI IN SECURING A FOODSERVICE CONTRACTOR FOR THE UNIVERSITY OF MISSOURI ATHLETIC FACILITIES. INFORMATION CONTAINED IN THIS DOCUMENT IS CONFIDENTIAL AND MAY NOT BE DUPICATED, COPIED, SHARED OR IN ANY WAY PROVIDED TO ANY INDIVIDUAL, COMPANY, CORPORATION OR PARTY OTHER THAN THOSE PARTIES IDENTIFIED BY the UNIVERSITY OF MISSOURI AS POTENTIAL FOODSERVICE CONTRACTORS. IF SUCH CONTRACTOR MUST UTILIZE THE SERVICES OF AN OUTSIDE FIRM IN PREPARATION OF THEIR PROPOSAL, AND THAT OUTSIDE FIRM REQUIRES ANY INFORMATION FROM THIS DOCUMENT, SUCH OUTSIDE FIRM MUST FIRST BE APPROVED BY the UNIVERSITY OF MISSOURI.

**NOTICE TO RESPONDENTS**

The University of Missouri requests proposals for the Furnishing and Delivery of FOOD AND BEVERAGE SERVICES AT ATHLETIC VENUES FOR THE UNIVERSITY OF MISSOURI-COLUMBIA, **RFP #20-7006-DS-C** which will be received by the undersigned at University of Missouri Procurement, until March 31, 2020 **at 3:00 p.m.** **The University assumes no responsibility for any vendor’s on-time receipt at the designated location for proposal opening. Faxed or emailed responses will not be considered.**

Specifications and the conditions of Request for Proposal together with the printed form on which Request for Proposals must be made may be obtained by accessing the following website: <http://www.umsystem.edu/ums/fa/procurement/bids> or from the Strategic Sourcing Specialist identified within this document.

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 by email or delivered mail to:

*David Silvey*

*University of Missouri Procurement*

*2910 LeMone Industrial Blvd*

*Columbia, Missouri 65201*

*SILVEYD@MISSOURI.EDU*

**All questions regarding the RFP must be received in writing via email no later than 3:00 p.m. March 10, 2020.**

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:

David Silvey, 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**

1. **General Terms and Conditions**
2. **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.
3. **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 contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
4. **Taxes:** The contractor 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.
5. **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.
6. **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. As long as quality is equal, preference by a differential not to exceed 5% shall be given. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.
7. **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.
8. **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 Sates Government in such circumstances are incorporated herein by reference.
9. **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
      * Pacific Asian American
      * Subcontinent Asian American
    - Hispanic American
    - Native American
  + WBE (Women Owned Business Enterprise)
  + DVBE (Service Disabled Veteran Owned Business Enterprise)
  + VBE (Veteran Owned Business Enterprise)
  + LGBT (Lesbian, Gay, Bisexual, Transgender)
  + DBE (Disadvantaged Business Enterprise)

Tier 2 Diverse Supplier Spending and Reporting: 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 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.

* Direct dollars – dollars directly spent with Women and Diverse Owned suppliers in the fulfillment of the contract.
* Indirect dollars – dollars based on a percentage of revenue the University represents to the supplier. An example is as follows:

1. Supplier’s Total Revenues: $10,000,000
2. Revenues from University $: $4,000,000
3. University % of Total Revenues: 40% (#2 divided by #1)
4. Total MBE Dollars: $150,000
5. Total WBE Dollars: $150,000
6. Total University Attributable MBE $: $60,000 (#3 multiplied by #4)
7. Total University Attributable WBE $: $60,000 (#3 multiplied by #5)
8. Total University Attributable MWBE $: $120,000 (Sum of #6 and #7)
9. University % Attributable Revenue: 3% (#8 divided by #2)

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/contractors 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 will monitor the supplier/contractor’s compliance in meeting the Supplier Diversity participation levels committed to in the awarded proposal. If the supplier/ contractor’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/contractor from participating in future contracts.

1. **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.
2. **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.

1. **Applicable Health Related Laws and Regulations:** If these specifications or any resulting contract involves health care services or products, the Contractor agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Contractor 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 vendors. The Contractor 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. Contractor 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.

1. **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.

1. **Insurance:** The Contractor shall purchase and maintain such insurance as will protect the Contractor and the University against any and all claims and demands arising from the execution of the contract. Further, when stated in the Detailed Specifications and Special Conditions, the Contractor shall be required to procure and maintain the types and limits of insurance as specified.
2. **Vendor 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.
3. **Instructions to Respondents**
4. **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 #20-7006-DS-C for FOOD AND BEVERAGE SERVICES AT ATHLETIC VENUES FOR THE UNIVERSITY OF MISSOURI-COLUMBIA**, **mailed and/or delivered to University of Missouri Procurement, 2910 LeMone Industrial Blvd, Columbia, MO 65201, ATTN: David Silvey.**

To receive consideration, Request for Proposals must be received, at the above address, 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 during business hours at the specified address.

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 in a sealed envelope 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, within ten (10) days after the receipt of formal notice of award of the contract, 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. **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.

1. **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).
2. **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 THE UNIVERSITY OF MISSOURI-COLUMBIA (hereinafter referred to as “University”) with an organization (hereinafter referred to as "Supplier"), to provide **FOOD AND BEVERAGE SERVICES AT ATHLETIC VENUES FOR THE UNIVERSITY OF MISSOURI-COLUMBIA** as described herein.

1. **DEFINITIONS**
2. "Accounting Period" shall refer to the Contractor's four or five week fiscal periods of which there must be twelve within each calendar year.
3. "Alcoholic Beverages" shall refer to all alcoholic drinks, beers and wines, regardless of where they are provided, in what packaging or format, or to whom they are provided.
4. "Branded Products" shall refer to those Contractor items which are advertised, marketed and sold as part of a franchise or license agreement and with respect to which Contractor is required to pay royalty fees and/or shared advertising costs to the franchiser in consideration of the right to sell such items in the Facilities.
5. Capital Improvement Accrual Fund” shall refer to one percent (1%) of Gross Receipts that will be set aside in a special accrual account for the purpose of replacing current equipment or purchasing new equipment as determined jointly by the Contractor and the University.
6. "Catering Sales" shall refer to any pre-arranged food and beverage function for a gathering of multiple customers, such as weddings, hospitality tents and team banquets, etc., where payment for the entire function rests with one individual or company.
7. “Club Sales” shall refer to all non-Concession food and beverage sales occurring in the Clinton Club at Mizzou Arena and on the Club Level of Memorial Stadium.
8. “Commission” shall refer to the applicable percentage commission rate paid to the University by Contractor based on Gross Receipts of a particular category (e.g., Concession Sales, Club Sales, etc.).
9. "Concession Sales" shall refer to all sales of Contractor sold from permanent or portable concession stands or roving vendors to individual customers.
10. “Contract" shall refer to the contract executed between the Contractor and the Curators of the University of Missouri, in accordance with these specifications and the Contractor's proposal submitted and accepted by the Curators of the University of Missouri, all of which will be incorporated into the Contract.
11. "Contract Year" shall refer to the period between July 1, 2020 and June 30, 2021, and every July 1st through June 30th for every year thereafter until the Contract terminates, whichever is earlier.
12. "Contractor" shall refer to that party or parties selected by the University to provide the services set forth herein.
13. "Consultant" shall refer to Chris Bigelow, President, The Bigelow Companies, 6501 E. Commerce Avenue, Suite 120, Kansas City, MO 64120; Phone (816) 483-5553, FAX (816) 483-5510, Email [chrisbigelow@bigelowcompanies.com](mailto:chrisbigelow@bigelowcompanies.com).
14. “Direct Operating Costs” are the actual out-of-pocket costs of the Foodservice operation incurred at the Facilities and paid for by the Contractor. These costs include the actual expense of the product including corporate rebates, on-site payroll, payroll taxes, fringe benefits and other operating expenses, such as repairs and maintenance, credit card expenses, cleaning and office supplies. Direct Operating Costs do not include any corporate overhead, corporate administrative expenses, corporate allocations or Late Fees unless approved in writing by the University.
15. “EHS” shall refer to the University of Missouri Environmental Health and Safety, the organization responsible for monitoring all health code compliance on campus
16. "Equipment" shall refer to all Foodservice furniture and machinery, except Smallwares and Leasehold Improvements, used for the receiving, storing, transportation, preparation, merchandising, selling and accounting of product, excluding the POS system. Equipment shall not be affixed to the building except by electrical or gas connections.
17. “Event” shall refer to any public ticketed sporting, entertainment or other performance or activity at the Facilities.
18. "Facilities" shall refer to the intercollegiate athletic venues at the University of Missouri on the Columbia Campus including: Mizzou Arena (men’s and women’s basketball), Memorial Stadium/Faurot Field (football), Hearnes Center (volleyball, wrestling, gymnastics, and track and field), Taylor Stadium (baseball), Audrey J. Walton Track/Soccer Field/Stadium (soccer and track and field), Mizzou Softball Stadium (softball), and Green Tennis Center (tennis). See Excel attachment named 20-7006-DS-C University of Missouri Athletics FB RFP Exhibits 2-03-2020.
19. "Foodservice" shall refer to all food and beverage sales and operations at the Facilities, whether Alcoholic Beverages, Branded Products, Concession Sales, Club Sales, and Suites Sales
20. "Gross Receipts" shall refer to the total amount of money, gratuities, administrative fees, service fees and rental charges and/or other consideration received or charged by the Contractor, any agent, any employee of any subcontractor of the Contractor for all Foodservice sales, cash or credit (whether collected or not), made as a result of the service rights granted under the Contract, excluding only applicable sales taxes, discounted sales, payments retained by any University-approved subcontractor, license fees or royalties for University-approved Branded Products, Catering reimbursed by the University and/or reduced priced Foodservice sold directly to the University. Bad debts unless incurred as a result of a University requirement to extend credit to a customer, cash shortages, administrative fees, service charges and credit card fees may not be deducted from the calculation of Gross Receipts.
21. "Late Fee" is the charge assessed to any payments due the University from the Contractor after the specified date in the Contract. Late Fees shall be pro-rated daily based on an annual rate of eighteen percent (18%).
22. "Leasehold Improvements" shall refer to all Equipment, fixtures, furnishings, finishes and construction affixed to the building, by more than an electrical or gas connection.
23. “Merchandise” shall refer to all non-edible souvenirs, novelties and team publications at the Facilities, all of which are specifically excluded from this Contract.
24. “Non-Event” shall refer to any private non-ticketed functions at the Facilities.
25. “PCI” shall refer to the Payment Card Industry data security standards.
26. "Pre-opening Expense" shall refer to the Direct Operating Costs incurred by the Contractor between execution of the Contract and the first Accounting Period with Gross Receipts.
27. “Renter” shall refer to any person or entity that contracts with the University for non-ticketed events to use the Facilities for a specific event or events.
28. “Respondent” shall refer to any person or entity submitting a proposal to provide the services as defined by and in accordance with this Request for Proposal.
29. “Smallwares” shall refer to the serviceware, utensils, crockery, glassware, dishware and cutlery used in the Contractor operation.
30. "Specifications" shall refer to this Request for Proposals.
31. “Subcontractor Gross Sales” shall refer to the gross sales of subcontractors to individual customers.
32. “Subcontractor Income” shall refer to the commission or royalty income received by the Contractor from subcontractors.
33. “Suite Sales” shall refer to all food and beverage sales originating in private suites.
34. “University” shall refer to The Curators of the University of Missouri on behalf of the University of Missouri, or its’ Athletic Department.
35. **PROJECT OVERVIEW**

The University of Missouri was established in 1839 in Columbia, Missouri. Mizzou is the flagship campus of the four-campus University of Missouri system. There are 30,000 students and 3,000 faculty members at the Columbia campus. The sports teams participate in the NCAA Football Bowl Subdivision and the Southeastern Conference (SEC).

1. This Contract is for Foodservices at the Athletic Facilities at the University of Missouri. Specifically, the Contract will provide for the exclusive rights and obligations for Concessions; Suite and Club sales; the non-exclusive opportunity to provide Catering services at the following venues:

* Audrey J. Walton Track/Soccer Field/Stadium
* Green Tennis Center
* Hearnes Center
* Memorial Stadium/Faurot Field
* Mizzou Arena
* Mizzou Softball Stadium
* Taylor Stadium/Simmons Field
* Tailgating events

More specific information regarding each venue is in Facilities Description.

1. The University is committed to providing quality food and beverage options for all students and patrons in attendance at the Facilities. This will be accomplished by ensuring all health codes are strictly adhered to; utilizing only top quality, fresh products; and designing menus for optimum execution and delivery.
2. The Contract will be a Commission Contract. The Contractor will pay a monthly Commission based on a percentage of Gross Receipts from Concession Sales, Suite Sales, Club Sales, Catering Sales and Subcontractor Income. The term of the Contract will be for one five (5) year period with the option to renew for a second five (5) year period, or five additional one (1) year periods, whichever is determined to be in the best interest of the University of Missouri System.
3. Catering or other Foodservices in the offices, locker rooms, back-stage dressing rooms or in any area of the Facilities during Non-Events, are non-exclusive services and any related services are to be coordinated on an individually negotiated basis. The University reserves the right to utilize outside caterers for University hosted areas and internal events, training table for student-athletes, and other hosting activities.
4. Vending Machine Sales, Merchandise, souvenirs and any other non-consumables with the exception of such containers as used in the sale or delivery of Foodservice products, are excluded from this Contract.
5. The Contract will consist of this RFP document, the Respondents proposal and any negotiated items and will detail the standards of performance for the Contractor based on the Contractor’s proposal, generally accepted Foodservices Contract standards and the University’s rules and regulations. Respondents shall submit any additional information they want the University to review.
6. Contractor will be provided all existing Equipment on site, but must provide the required investment in additional Equipment, Smallwares, uniforms, POS systems, and inventory, including purchasing all of the University’s current food and beverage inventory at cost, that is in saleable condition. At the time of publication, the inventory was not complete. When the inventory amount is available, the University will issue an Addenda to this Request for Proposals.
7. The existing food and beverage employees are not currently covered by collective bargaining agreement.
8. The University or its designee (e.g., Learfield Sports) has the exclusive rights to sell vending rights to suppliers and contractors and to retain any vendor placement fees. Any vendor under such an arrangement (bottled water, pizza, carbonated beverages, hot dogs, etc.) will be required to provide national market pricing to the Contractor for related products or services.
9. The University shall retain the rights for any sponsorship of beverage cups or other materials used in the delivery of Foodservices. The University shall specify the design for souvenir beverage cups and Contractor will be responsible for all costs for the manufacture and acquisition of the cups from a licensed manufacturer.
10. **PROJECT TIMELINE**

The University desires to have a new Contractor in place before the beginning of the Fall sports season. To meet this goal, the process for selection is estimated to follow the timeline below:

* + February 19, 2020 – Pre-proposal Meetings and Site Tour
  + March 10, 2020 – Questions related to the RFP due
  + March 31, 2020 – RFP responses due
* Week of 04/13 or 4/20 - UM System invites selected parties to meet in person
  + May 1, 2020 - Notice of Intent to Award - University selects Final Candidate and begins contracting process
  + July 1, 2020 – New Contract commences

The dates in the timeline are estimated and subject to change at the sole discretion of the University.

1. **CONTRACT PERIOD**

The contract period shall be from July 1, 2020 (or date of award) and continue for one five (5) year period with the option to renew for a second five (5) year period, or five (5) additional one (1) year periods, whichever is determined to be in the best interest of the University of Missouri System.

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.

1. **FINANCIAL TERMS**
2. This Contract will be a Commission Contract. The Respondent will propose their Financial Terms in Exhibit A, Projected Sales in Exhibit B and Capital Investment in Exhibit C.
3. At the termination of this Contract, for any reason, the University will purchase or cause to be purchased the Contractor's approved investment then book value. The Contractor will amortize their investment as follow and ensure that there is no book value of any initial investment at the natural end of the Contract:
   1. Equipment including POS systems - 60 or 120 months, straight line method
   2. Leasehold Improvements - 60 or 120 months, straight line method, whichever is greater
   3. Uniforms and Smallwares - 60 months, straight line method
   4. Pre-opening Expenses - 36 months, straight line method
   5. All “Capital” expenditures must be mutually agreed to, and related amortization schedule shall be mutually agreed to as well.
4. The Contractor will provide all working capital and inventory necessary to effectively manage the Foodservices.
5. The Contractor will prepare a Commission statement, in a format directed by the University, for each Accounting Period and submit same with the Commissions and the accounting of income, expenses and account balance of the Capital Improvement Accrual Fund, no later than 20 days following the close of the preceding Accounting Period.
6. The Contractor shall provide food and beverage service to the following boxes at Memorial Stadium and Mizzou Arena on a 50% of retail cost basis to the University. This list is not inclusive, locations could be added or deleted, based on University needs. If desired, the University reserves the right to allow outside caterers to provide services in these locations.

|  |  |  |
| --- | --- | --- |
| Spaces | Memorial Stadium Capacity | Mizzou Arena Capacity |
| President’s Box | 40 | 36 |
| Chancellor’s Box | 40 | 18 |
| Development Office | N/A | 18 |
| AD Box | 24 | 24 |
| Visiting AD Box | 10 | N/A |
| Coach’s Box | 14 | 16 |
| Donor’s Box | N/A | 30 |

1. The Contractor shall provide refreshments to credentialed media personnel at the Stadium, Mizzou Arena, and the Hearnes Center and for assigned personnel at concerts at 50% of retail price to the University. If the University decides to charge media for “box lunches”, the Contractor shall agree to serve at a transfer price to be mutually agreed to in advance. The Contractor will charge 50% of retail price to the University for all non-exclusive catering, and concert sales.
2. **PERSONNEL**
3. Caterer shall employ the necessary personnel to conduct the operations at the Facilities in accordance with the terms and conditions of this RFP and the Contract.
4. All Contractor employees are employees of the Contractor and not the University. The Contractor shall at all times be an independent contractor, and the Contract shall not in any way create or form a partnership or joint venture with the University. No agent, servant, or employee of the Contractor shall under any circumstances be deemed an agent, servant, or employee of the University.
5. Accurate records must be kept of the names, addresses and other legal identification of those to whom badges are issued to assure proper identification and legal working status of employees at any time required by the University or any other proper agency. Upon request by the University, the Contractor shall immediately dismiss, from the Facilities, any employee deemed unsuitable for any reason by the University. Any employee so dismissed shall never again be employed at the Facilities without the prior written consent of the University.
6. Contractor's minimum full-time management staff shall include a General Manager, Concessions Manager, Premium Suite/Club Manager, Executive Chef, and a Warehouse Manager (collectively referred to as the "Management").
7. The University shall approve Contractor's proposed on-site Management throughout the term of the Contract. Contractor's on-site Management shall have no job-related responsibilities at other venues and must have a full-time office at the University. If the University requests a replacement for the on-site Management or any of the staff, Contractor shall have five (5) days to provide a temporary replacement approved by the University, and fifteen (15) days to provide the University with at least three (3) resumes of suitable candidates for such purpose.
8. Contractor’s General Manager or a University-approved replacement will be at the Facilities during all major events and during reasonable business hours, regardless of the event schedule, during all applicable University events at the Facilities.
9. Contractor must conduct regularly scheduled training sessions, as approved by the University, throughout the year, for all personnel. At a minimum, the training will consist of Customer Service and Skills Training for each Position. Service employees must attend mandatory orientation training specific to the University. No employee will be allowed to serve the public until at least a minimum of two (2) hours of training, including orientation, have been completed.
10. Contractor’s training will incorporate University’s customer service, quality control programs, systems and management.
11. Contractor's employees and volunteers shall be at all times neatly and cleanly uniformed in University-approved uniforms and must meet grooming guidelines and appearance standards prescribed for such employee.
12. Contractor will provide University employees in uniform, discounted (50%) on limited items of concession foods, from designated Concession Stands during events. Sales exclude all Alcoholic Beverages. Such sales are non-commissionable.
13. There is free remote parking available for Contractor’s event employees. Full-time employees may park at the Facilities at a cost of ~$18 per month, or current rate.
14. **QUALITY OF SERVICES AND PRODUCTS**
15. Contractor shall conduct all their operations in a first-class, professional, businesslike, and efficient manner consistent with a premier University.
16. The University shall have the final approval on what suppliers, portions and brands are used by the Contractor, and at no time will Contractor offer an exclusive to any supplier without the prior written approval of the University.
17. The University shall decide any and all questions which may arise as to the acceptability of services rendered, number of service areas required, levels of staffing by area, prices, portions, products, manner of performance, questions which arise as to the interpretation of the terms and conditions of this RFP, and all questions as to the acceptable fulfillment of the Contract.
18. All foods, drinks, beverages, confectionery, refreshments, and the like sold or kept for sale, shall be of first quality, wholesome, and pure and shall conform in all respects to the federal, state, municipal and University food and other laws, ordinances, and regulations. No imitation, adulterated, or misbranded article shall be sold or kept for sale, and all product kept on hand shall be stored and handled with due regard for sanitation. Leftover perishable product shall not be sold at any time.
19. 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.
20. All products kept for sale shall be subject to inspection and approved by the University. Rejected product shall be immediately removed from the Facilities and shall not be returned for sale.
21. It is the intent of the University to utilize Branded Products and serving items, whenever it is in the best interest of the University.
22. All Concessions Sales will utilize disposable plates, cutlery and cups.
23. Club and Suite Sales will utilize high quality disposable plates, cutlery and cups, however the University reserves the right to require china and glassware, such as it does in the Donor Suite.
24. Catering Sales may require permanent Smallwares, dishes, glassware and placesettings.
25. Contractor must work with local not-for-profit organizations, such as food banks to reduce product waste.
26. Contractor must provide a sustainability plan.
27. The University requires the Contractor to identify local products and vendors to utilize throughout the Facilities, whenever appropriate and in coordination with IMG/Learfield.
28. The Contractor is responsible for complying with all recycling rules, regulations and laws of the University, the State of Missouri, and/or appropriate governmental bodies.
29. **ALCOHOLIC BEVERAGES**
30. Alcohol (Beer and Wine) is sold in the Premium and General seating areas of the Venues. Liquor is also available in Premium areas. The final decision, as to whether or not Alcoholic Beverages may be sold at an event, or in any designated area of the Facilities, shall be the sole responsibility of the University. Alcohol sales are prohibited entirely during Missouri State High School Activity Association events.
31. If Alcoholic Beverages are approved by the University at certain functions, they are to be offered for sale by the Contractor to the extent permitted by applicable state and local laws, and subject to regulations established by the University. The decision to serve or refuse service of Alcoholic Beverages to any individual shall be the sole responsibility of the Contractor.
32. All licenses and permits required for the sale of Alcoholic Beverages at the Facilities shall be held in the name of the Contractor. The Contractor shall keep the permits in full force and effect and neither party shall take any action which would impair the Contractor's ability to hold the permits. The Contractor shall prepare, file, and process all applications for renewals of the permits.
33. **OPERATING REQUIREMENTS**
34. The University shall issue reasonable rules and regulations for the operation of the Foodservices, and the Contractor shall operate the Foodservices in accordance with such rules and regulations. The Contractor shall be subject to EHS (Environmental Health and Safety) sanitation rules and inspections and shall pay fees associated with such.
35. The University shall decide any and all questions which may arise as to the acceptability of services rendered, levels of staffing, and manner of performance, questions which arise as to the interpretation of the conditions and specifications, and all questions as to acceptable fulfillment of the Contract.
36. No off-site or sub contracted sales are permitted from the Facilities unless approved by the University.
37. At the termination of the Contract, Contractor will assign all Catering contracts and Catering deposits, for events that are scheduled to occur after the effective date of termination, to the succeeding Contractor.
38. The Contractor will be required to provide or modify operations upon the request of any Renter, when it has been approved by the University, as in the best interest of the University or is necessary to comply with the terms of the contract between the University and said Renter, provided that none of the Contractor's equipment is utilized when Contractor is excluded from selling. The selling of specialty ethnic foods sold by local charitable organizations at community festivals, the selling of Cotton Candy and Sno-Kones at any Feld Production event or other specialty items at a touring event are excluded from this Contract.
39. In the event that the University shall seek to bring a major political convention, NCAA tournament or other similar national or international events, Contractor will make such modifications to the Contract that are required for the University to obtain any such event.
40. The University shall have the final approval on what suppliers, prices, portions and brands are used, and at no time will Contractor offer an exclusive to any supplier.
41. The University, or its partners such as Learfield, may sell advertising and sponsorship packages for the Facilities. Therefore, the University reserves the final right of approval of Contractor's sources of product supply. This includes but is not limited to items such as food and beverage products, printing companies, exterminators, florists, cleaners, laundries, insurance vendors, business machine and office supply vendors. The Contractor, however, will not be required to purchase from suppliers whose level of quality, service, and/or prices are not competitive with the marketplace. Contractor retains no advertising rights in this Contract. Current sponsorship items are for example Coca-Cola:
42. The Contractor must procure and keep in force during the entire period of the Contract all permits and licenses required, including Alcoholic Beverage Licenses, by all laws and regulations of the State of Missouri, County of Boone and City of Columbia.
43. The Contractor shall collect and promptly disburse all taxes required by federal, state and local authorities, and shall pay any applicable taxes relating to Contractor sales, operations, Equipment, or inventory, as a Direct Operating Cost.
44. Contractor shall use computerized cash or point-of-sale registers at all sales locations or an approved manual inventory control system. This includes portable and permanent concession locations including roving vendors and all electronic records produced by these systems will be transmitted to the University at the same time they are transmitted to the Contractor.
45. Contractor must accept credit and debit cards at all points of sale regardless of whether there is an electronic cash register or not. This includes portable and permanent Concession stands, and for all Club, Catering, and Suite billing. Acceptance of student meal cards may be required in the future.
46. Contractor must provide electronic and printed menus approved by the University, utilizing the University’s logos, used exclusively for the Facilities, in sufficient quantities for use by the University’s and the Contractor’s marketing staffs.
47. Contractor must provide suite menus and on-line ordering capability for all suite holders.
48. Contractor may be required to support and participate in the student debit card program.
49. Contractor shall at all times comply with all applicable laws, rules, regulations and orders of the Federal Government, State of Missouri, County of Boone, and City of Columbia, and also shall abide by all rules, regulations and directives prescribed by the University.
50. Nothing herein contained shall be held to limit or qualify the right of the University to a free and unobstructed use, occupation and control of the Facilities and ingress and egress for itself, its Renters and the public.
51. Representatives of the University shall have the right to enter upon and have access to all spaces occupied by the Contractor during the time events are in operation and all times when Contractor employees are present.
52. The Contractor shall set up Equipment and Smallwares for all Contractor-served events. Contractor shall be responsible for setting up and tearing down all portable Equipment, including any work tables, if any, supplied by the University.
53. The location of all Contractor areas, whether temporary, portable or permanent shall be designated by the University. The Contractor shall acquire no right to any location once assigned and the University reserves the right to require the Contractor to move such operations and Equipment to facilitate the needs of events.
54. Contractor’s Management will be required to attend specific University event planning meetings, as determined at the University’s sole discretion, including with limitation:
    1. Weekly Event Review Meeting
    2. Management Team Meetings as determined by the University
55. **RECORD KEEPING AND ACCOUNTABILITY**
56. Contractor shall maintain all accounting records for the Facilities in a format approved by the University at the on-site office. The accounting records shall be available for audit by the University at any time throughout the term of the Contract at the on-site office, and for three years following the term of the Contract at the Contractor's main office.
57. Contractor shall maintain all sales tax licenses and operating permits necessary for the Foodservices, including Alcoholic Beverage licenses if applicable.
58. Contractor shall collect and promptly disburse all taxes required by federal, state, and local authorities, and shall pay any and all applicable taxes relating to their operations, employees, equipment, inventory or permits.
59. Contractor shall use University-approved hardware, software and University-approved accounting software, for all Contractors records, proposals, contracts, invoices, and all accounting functions.
60. Contractor shall submit, for University approval, in a format approved by the University, a budget for their operation four months prior to the beginning of each Contract Year, for every year during the term of the Contract.
61. Contractor shall provide the University with a preliminary sales report by 12 noon, Central Time, on the next business day following each event. Contractor shall provide to the University, in a format directed by the University, a written summary of each event within 72 hours of that event, indicating where appropriate, customer pricing, guarantees, sales by location, total inventory sales, total register sales, and cash overages and shortages. Contractor shall attach the corresponding deposit ticket and credit card transmission reports to all daily sales reports.
62. Contractor shall provide the University a summary of sales for each venue within 60 days of the close of the season for that venue and also by sport.
63. Contractor shall maintain a separate commercial bank account at a bank approved by the University for all sales deposits.
64. The University shall have access to all Contractor sales and management reports relating to the Facilities.
65. Catering bad debts, unless University required Contractor to extend credit, may not be deducted from Gross Receipts.
66. Contractor is required to provide electronic POS systems that accepts credit and debit cards at all sales locations, including portables, and may be required to accept student meal cards at a future date. The University shall have access to all such sales and management reports.
67. The Contractor shall have no rights to Automatic Teller Machines (ATM), which may be placed in the Facilities at the discretion of the University.
68. In the event the University is not satisfied with the statements submitted by the Contractor, as provided for herein, the University shall have the right to make a special audit by auditors selected by the University, of the books and records required to be made and preserved, including all sales and expenses, by the Contractor. If such audit shall show a deficiency in payments by the Contractor for any Accounting Period covered, in excess of one percent (1%) of the amount thereof, the amount owed and the Late Fees from the date the error took place and the cost of the audit, shall be paid promptly by Contractor to the University and not absorbed as a Direct Operating Cost.
69. The Contractor and the University shall inventory all Equipment, Leasehold Improvements, uniforms and Smallwares on an annual basis to determine what replacements and repairs are required, and to adjust the depreciation schedule accordingly.
70. **SANITATION AND EQUIPMENT MAINTENANCE**
71. Contractor must, in accordance with all applicable laws, ordinances, rules, and regulations, maintain, as a Direct Operating Cost, all assigned areas of the Facilities, including the space within a 25 foot radius of each area, including, but not limited to, kitchens, cafeterias, concession stands, bars, buffets, pantries, Vending areas, condiment stands, storage and prep areas in a clean, sanitary, and orderly fashion,
72. Contractor must provide adequate pest control licensed by the state and approved by the University for each assigned area.
73. Contractor will be subject to all rules and regulations of EHS.
74. Contractor is responsible for maintaining all grease traps, exhaust hoods, exhaust ductwork and roof fans and the regularly scheduled cleaning of those systems.
75. Contractor shall maintain University-approved, par levels of all Equipment, Leasehold Improvements, uniforms and Smallwares.
76. Contractor shall maintain all Equipment, Leasehold Improvements, uniforms and Smallwares used in performance of its duties, including rolling stock, in a good state of repair, including maintenance, replacement or repair necessitated by ordinary wear and tear.
77. Contractor will assume control of all existing Foodservice Equipment at the Facilities, currently owned by the University. The Contractor is responsible for all repair, maintenance and replacement of the Equipment.
78. Contractor shall pay for all preventative maintenance plans for all Foodservice Equipment required and approved by the University from their Accrual account.
79. The University may require the use of their in-house maintenance staff for the repairs and maintenance, if it is in the University’s best interest.
80. **UTILITIES**
81. The University shall pay for the usage of HVAC, electricity, gas, and water service for the Contractor's operation. Contractor will utilize prudent energy management and make reasonable efforts to control energy costs per University’s requests and parameters.
82. The current cost of telephone service and data port charges, provided to a vendor approved by the University, shall be the responsibility of the Contractor. Currently about $800.00/month.
83. The Contractor will be responsible for bringing their trash and garbage from all Contractor areas to the designated dumpster or recycling areas. The removal of the dumpster and recyclables from the Facilities will be paid for by the University.
84. The Contractor will be responsible for breakdown and recycling of all cardboard boxes.
85. The cost to repair or replace any utility service or lines due to Contractor's negligence shall be the Contractor's expense. Contractor's sewer lines shall be self-maintained by the Contractor and shall be maintained to the satisfaction of the University. Contractor shall take all precautionary measures necessary to assure that grease is not discharged into the sewers.
86. The Contractor is responsible for complying with all recycling rules, regulations and laws of the University and/or appropriate governmental bodies.
87. The University shall not be liable or responsible for any failure to furnish services, such as electricity, gas, water, or drainage service, which failure is caused or brought about in any manner by strike, act of God or other work stoppage, federal, state, or local government action, the breakdown or failure of apparatus, equipment, or machinery employed in its supply of said services, any temporary stoppage for the repair, improvement, or enlargement thereof, or any act or condition beyond its reasonable control. Further, the University shall not be liable or responsible for any consequential economic or property loss or damage caused or brought about by any such occurrence.
88. The University shall not be responsible for any goods, merchandise or Equipment stored at the Facilities nor will it be responsible for damage resulting from a power failure, flood, fire, explosion and/or other causes
89. **PROPOSAL PROCESS**
90. Before, during and after the pre-proposal meeting **ALL** questions concerning this RFP must be submitted in writing to David Silvey, CPPB, Strategic Sourcing Specialist, UM System Supply Chain; 2910 LeMone Industrial Blvd, N20, Columbia, Missouri 65201; Phone 573-884-1431; e-mail SilveyD@umsystem.edu. All questions will be answered in writing to all of the pre-proposal attendees. **Questions must be submitted no later than March 10th, 2020 3:00 p.m. CDT.**
91. Each Respondent shall carefully examine all proposal documents and any and all Addenda or other revisions, and thoroughly familiarize themselves with all requirements prior to submitting a proposal. Should a Respondent find discrepancies or ambiguities in, or omissions from the proposal documents, or should the Respondent be in doubt as to their meaning, Respondent shall at once and in any event, not later than ten (10) days prior to proposal date, submit to the University a written request for interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the RFP will be made only by written Addenda to all persons who have attended the pre-proposal meeting. No allowance will be made after proposals are received for oversight, omission, error, or mistake by Respondent.
92. Before submitting a proposal, each Respondent shall make all investigations and examinations necessary to ascertain conditions and requirements affecting operation of the proposed services. Failure to make such investigations and examinations shall not relieve the successful Respondent from the obligation to comply, in every detail, with all provisions and requirements, nor shall it be a basis for any claim whatsoever for alteration in any term of or payment required by a Contract.
93. Three (3) copies of the proposals, (original plus 2) and (1) electronic copy on a jump drive which is not password protected are **due by 3:00 p.m. on March 31, 2020** in the office of David Silvey, Strategic Sourcing Specialist, UM System Supply Chain; 2910 LeMone Industrial Blvd, N20, Columbia, Missouri 65201. Telephone 573-884-1431. No proposals will be accepted after that time.
94. The expense of developing and presenting the proposal is the sole expense of the Respondent, regardless of the results of the subsequent selection process of Contractor.

1. **INSTRUCTIONS FOR PROPOSAL RESPONSE**

Respondents are required to fully respond with compliance statements to each of the mandatory specifications. 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 that specifications are met. If “no response” or insufficient response to substantiate compliance is provided, the University reserves the sole right to reject vendor’s proposal from further consideration. Do not include responses that are superfluous or irrelevant to the specific question asked. 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 is to be submitted with three (3) copies of the proposals, (original plus 2) and (1) electronic copy on a jump drive which is not password protected in PDF format and must contain:

* Response to Information for Respondents and General Conditions,
* Mandatory Specifications and vendor responses,
* Desirable Specifications and vendor responses.
* If there is any vendor related contract that must be signed as part of doing business, it should also be included in this section.
* Information Technology Standards and Requirements Questionnaire (ITSRQ)

NOTE: This section includes all response information, except pricing information and Supplier Diversity Participation Form.

**Volume II –** Financial Section must be submitted in a separately sealed envelope in three (3) copies, (original plus 2) and (1) electronic copy on a jump drive which is not password protected and contain:

* Proposal Form with any supplemental pricing schedules, if applicable,
* Financial Summary including additional costs, if any, for Desirable Specification Compliance, functional or technical.
* Supplier Diversity Participation Form. Financial statements that may be required are also to be included in this section.

Respondent must complete and return the University Proposal Form with proposal response.

**All proposals must be enclosed in a sealed envelope/box plainly marked: Request for Proposal #20-7006-DS-C for FOOD AND BEVERAGE SERVICES AT ATHLETIC VENUES FOR THE UNIVERSITY OF MISSOURI-COLUMBIA, mailed and/or delivered to University of Missouri Procurement, 2910 LeMone Industrial Blvd., Columbia, MO 65201, Attn: David Silvey.**

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 Statues 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."

1. **EVALUATION AND CRITERIA FOR AWARD OF PROPOSAL**
2. Respondents must meet the mandatory/limiting criteria to be “qualified” for scoring. If requirements are not met, the respondents are qualified 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. The University may thereafter select those Respondents which, in the judgment of the Review Committee, qualify as finalists and request those Respondents to make oral presentations to the University and Review Committee, prior to the final selection of the Contractor. It is anticipated that those **presentations would occur on or around the week of April 15, 2020** and subject to a weighted review scale to be determined by the University. Selected finalists invited to come onsite to the University for presentations will do so at the vendor’s expense.
3. Respondents are advised that the University intends to select the Contractor that the University determines is the most responsive and responsible and will provide the University with the highest quality products and efficient services and highest revenue.
4. Proposals will be awarded based upon the functional and financial evaluation. In order to determine this, the University will consider the following factors, none of which will, standing alone, be conclusive:
5. Creativity reflected in the proposal for unique operational plans, point of sale areas, menu, personnel training, uniforms, and related marketing and promotional ideas.
6. The experience, training, and past performance of those persons designated by the Respondent as proposed management personnel.
7. The Respondent's performance at other facilities, as shown by contacts with representatives of those facilities by phone or mail which have been or may be made by the University.
8. Respondent's general reputation for performance and service.
9. Respondent's financial return to the University.
10. The quality and scope of the Respondent's investment.
11. The University reserves the right, at its discretion:
12. To reject proposals that contain omissions or otherwise fail to comply with these specifications.
13. To reject all proposals when the University reasonably determines that such a procedure would be in the best interest of the University.
14. To waive technical or insubstantial irregularities in the proposal of any Respondent, when not shown to have resulted in any unfair advantage to any Respondent.
15. To reject proposals that contain any conditions and/or contingencies which, in the University's judgment, make the proposal indefinite or incomplete.
16. To negotiate with companies that did not submit proposals and to operate all or part of the Foodservices themselves.
17. **EVALUATION CRITERIA:**

**A. REQUIRED SUBMITTALS:**

1. Exhibit A: Proposed Financial Offer, which includes both standard pricing and fan-friendly pricing. Have you completed and returned Exhibit A? Yes\_\_\_\_\_ No \_\_\_\_\_
2. Exhibit B: Respondents Projected Sales. Have you completed and returned Exhibit B? Yes\_\_\_\_\_ No \_\_\_\_\_
3. Exhibit C: Proposed Capital Improvements. The University shall have final approval of what items will be purchased as part of the capital investment program. Have you completed and returned Exhibit C? Yes\_\_\_\_\_ No \_\_\_\_\_
4. Financial Statement: A current audited financial statement, for the two most recent fiscal years of the Respondent, including balance sheet and profit and loss statements, prepared and certified by an independent Certified Public Accountant. The statement should also indicate the source and amount of financing required to fulfill the terms and conditions of this Contract or satisfactory evidence to perform the proposed services. A Financial Statement is included? Yes\_\_\_\_\_ No \_\_\_\_\_
5. List of Corporate Officers: Provide a list of the Contractor’s corporate officers and their experience in the industry. A List of Corporate Officers is included? Yes\_\_\_\_\_ No \_\_\_\_\_
6. The proposal must be signed by a person(s) authorized to legally bind the Respondent and must contain a statement that this proposal and the fixed price contained therein shall remain firm for a period of 180 days from the receipt of best and final offers. Proposal Form has been duly signed and submitted. Yes\_\_\_\_\_ No \_\_\_\_\_
7. List of Clients: A list of other clients similar to the University that Respondent serves or has served in the past five (5) years MUST be provided. Please provide detailed information, (name, address, and telephone number of the Client, contact name, length of time, size of Client, number and type of events, annual sales and attendance). Indicate what services are provided at these locations, i.e., Catering, Concessions). Yes\_\_\_\_\_ No \_\_\_\_\_

**B. MANDATORY/LIMITING CRITERIA:** Respondents must meet all mandatory requirements in this section in order to continue with a response to this RFP. Respondents that do not meet all of 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. Failure to do so may be is cause for immediate rejection. Please indicate if you have provided each by checking Yes\_\_\_\_ or No \_\_\_\_ after each.

1. Club and Catering Experience: Respondent must indicate their experience in serving similar Foodservice facilities to those unique Club and Catering facilities as available at the University. And should demonstrate experience in arenas and stadiums.

Requested information has been provided. Yes\_\_\_\_\_ No \_\_\_\_\_

1. Quality Control: Because the highest level of culinary quality and service is imperative for this Facility to be successful in its marketplace, Respondent must have sanitation and food operation management that complies with the EHS’ inspections and requirements. The Respondent must propose an impartial quantitative mechanism to evaluate its level of services, menu and overall quality. At a minimum, Contractor must maintain an 80% favorable rating or better in the aggregate on all customer surveys, focus groups or other testing methods used. Failure on the part of the Contractor to reach that University-approved level of customer satisfaction will allow the University to terminate the Contract.

Requested information has been provided. Yes\_\_\_\_\_ No \_\_\_\_\_

1. Provide in detail a time line of how the Contractor will create a seamless transition to the customer, from the existing Contractor to the new Contractor.

Requested information has been provided. Yes\_\_\_\_\_ No \_\_\_\_\_

1. Provide samples of event information recaps, daily and monthly statements, etc. that will be furnished to the University during the term of this Contract. Include forms from computerized cash registers.

Requested information has been provided. Yes\_\_\_\_\_ No \_\_\_\_\_

1. **DESIRABLE CRITERIA:** It is the Respondent’s responsibility to supply sufficient and complete information for a full evaluation of all items in this section, including detailed explanations of how goals will be achieved. You will be graded and scored on these sections so be clear and complete in your response.
2. **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.

Contractor should demonstrate a plan that emphasizes and utilizes a simple, consistent menu with staple items at affordable price points. **Provide a brief description of your current concepts, menus, portions, prices, and service levels. Please highlight all “healthy” dining options that your company offers.**

**Provide proposed menus for all Foodservices, showing portion sizes and proposed selling prices in 2020 dollars.** Pricing must be competitive with similar facilities in the region. Menus should be designed to meet current trends, tastes and demands while incorporating local and regional flavors unique to Missouri and the region. **Include multiple price points including fan-friendly pricing options including the core Concession menu items and the Suites Alcoholic beverages including wine**. Menus should be designed to enhance efficiencies and cost control.

Contractor should demonstrate a plan and history of creative approaches to promotions, including but not limited to the use of reduced price and/or street priced events. Said plan/s should promote ticket sales and increased attendance.

1. **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 (e.g., providing foodservice within seating bowl, or concourses by “hawking”, etc.) Provide your experience with and recommendations for vending/hawking based on experience at similar facilities for basketball and football and Courtside service for basketball.
2. **Branded and other Subcontracted Products:** Describe how Branded Products and local Subcontractors should be handled and how they will impact Gross Receipts and Commissions. Detail other Facilities where Contractor uses Branded Products and/or local Subcontractors and any unique financial arrangements with these Brands and Subcontractors.
3. **Partners and Rightsholders:** Describe how you will work with the University’s current partners and rightsholders, such as Learfield Communications, and how you have worked with such partners at other venues.
4. **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**; (i.e., 1 concession server per 100 seats, etc). **Indicate proposed pay scales and service charge/gratuity allocation for all hourly employees.**

**Provide ~~a~~ detailed staffing charts** for typical events at the University, including a sellout football game and a sellout basketball game. Include back-of-the-house and front-of-the-house employees for all areas, i.e., kitchen, commissary, suite pantries, Concession stands, vendors, suites, clubs, etc. **Provide a plan that outlines ways to successfully manage~~s~~ concession lines and wait times.**

**Provide an organizational chart** showing all full-time and hourly positions. A resume including client references of the experience, education, and performance record in the Foodservice business of three proposed full-time general managers and one proposed candidate for all other management positions for the Facilities for whom the University will have the right of approval. Respondent must have their choice of the general manager at any oral presentation required by the University for selection of the Contractor. The general manager candidate may be interviewed privately prior to the Respondent’s presentation.

**Provide a copy of the employee training manual, employee handbook, and drug-use policy**. Describe all of Respondent’s available training programs including Respondents' current Alcohol Management and Customer Service Training Programs that are regularly used at other accounts. **Include all specific training programs and manual for Not-For-Profit Group Labor.** Indicate the proposed general manager’s experience in administering these training programs.

1. **Creative Design Concepts**: Respondents should indicate their proposed design concepts for the Foodservice areas. Respondents should include any equipment, decor or uniform literature or brochures and any other information that indicates their unique approach to this project. Include suggestions for improved signage above the Concession stands at Memorial Stadium. **Renderings or brochures of proposed Foodservice areas, menu boards, portable carts and uniforms shall be provided, including not for profit group~~’s~~ uniforms.**
2. **Financial Return:** Contractor should demonstrate a plan that optimizes the financial return to the University and will help grow food and beverage sales at events. **Provide a proposed plan for increasing the sales return to the University.**
3. **INSURANCE/IDEMNIFICATION**

Contractor shall not commence any work under the Contract until they have obtained all of the prescribed insurance, and such insurance has been approved by the University.

Umbrella or Excess Liability: additional $10,000,000. Coverage is to apply to excess of Comprehensive General, Employer’s, Alcoholic Beverage and Automobile Liability policies

**Insurance Requirements**

Respondent 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 Respondent is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Respondent under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

Professional Liability (Insurance Consultants, Agents Errors and Omissions)

Respondent agrees to maintain Professional Liability at a limit of not less than $10,000,000 per occurrence

Commercial General Liability

Respondent agrees to maintain Commercial General Liability at a limit of not less than $5,000,000 Each Occurrence, $5,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Respondent may satisfy the minimum liability limits required for Commercial General 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. Respondent agrees to endorse the University as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.

Workers’ Compensation & Employers Liability

Respondent 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.

Commercial General Liability

Insurance (including contractual, products and liquor liability) and automobile Liability coverage (owned, non-owned and hired coverages) with minimum limits of $1,000,000 per occurrence, and $2,000,000 in the aggregate. The insurance must protect the Contractor and the University from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the performance of Contractor’s services hereunder or from or out of any negligent act or omission of Contractor, its officers, directors, agents or employees. Limit requirements may be met by combining primary and excess/umbrella policies if necessary.

## Liquor Liability

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 should be named as Additional Insured on such policy and a copy of the endorsement should be provided along with the certificate of insurance.

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 Respondent and the University. Respondent is required to maintain coverages as stated and required to notify the University of a Carrier Change or cancellation within 2 business days. 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.

Not later than thirty (30) days prior to the date on which coverage is to be provided hereunder, the Contractor shall furnish to the University a certificate evidencing the required coverage.

**Mutual Waiver of Subrogation:** Neither the University nor the Contractor shall be liable to the other party hereto or to any insurance company (by way of subrogation or otherwise) insuring the other party hereto for any loss or damage to any building, structure, or other tangible property, or any resulting loss of income, or losses under workers' compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees; provided, however, that this limitation of liability shall only be applicable to the extent of insurance proceeds paid where such loss or damage is covered by insurance benefiting the party suffering such loss or damage.

Said mutual limitation shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in any other related agreement with respect to any claim of the University or the Contractor. Inasmuch as the said limitation of liability will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), the University and the Contractor agree to give to each insurance company which has issued to it, policies of liability insurance, written notice of the terms of said mutual limitation of liability, and to have such insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said limitation of liability.

**Indemnification:** Contractor shall defend, (if required by the University) indemnify and hold the University, and its officers, directors agents, employees and assigns of each, harmless from and against any and all claims, demands, losses, or expenses, of any nature whatsoever, including attorneys' fees, arising directly or indirectly from or out of any negligent act, error, or omission of Contractor, its officers, directors, agents, subcontractors, invitees or employees; and/or any occupational injury or illness sustained by an employee or agent of the Contractor in furtherance of Contractor’s services hereunder, and/or any failure of Contractor to perform its services hereunder in accordance with the highest generally accepted professional standards, and/or any breach of Contractor’s representations as set forth herein, and/or any other failure of Contractor to comply with the obligation on its part to be performed hereunder.

1. **DEFAULT**
2. The Contract shall contain appropriate provisions defining events of default by the Contractor including, but not limited to, the following. In the event that the Contractor shall fail to perform, keep and observe any of the terms, covenants and conditions of the Contract to be performed, kept or observed, such as failing to pay the correct amount of moneys due the University, the University shall give the Contractor written notice of such default. In the event such default is not remedied or steps taken to remedy default to the satisfaction and approval of the university within fifteen (15) days of receipt of such notice by the Contractor, the Contractor may be declared in default, and all of their rights under the Contract shall terminate. At the direction of the University, the Contractor shall vacate the Facilities and shall have no right to further operate under the Contract.
3. In the event that the Contractor shall fail to correct any potentially hazardous condition, the University shall give written notice of such default. In the event such default is not remedied to the satisfaction and approval of the University within twenty-four (24) hours of receipt of such notice by the Contractor, the Contractor may be declared in default, and all of their rights under the Contract shall terminate.
4. Should the Contractor be placed into bankruptcy either voluntarily or by the courts, or should the Contractor become financially insolvent and unable to perform its duties under the Contract, the University may immediately place the Contractor in default, terminate the Contract, and assume the Foodservice operation of the Facilities under the Contract.
5. Should the Contractor fail to obtain or maintain the necessary licenses and permits, including the Alcoholic Beverage Licenses, the University may place the Contractor in default.
6. The University may terminate this Contract if the Contractor allows a lien to be placed on the Facilities for any work approved by or administered by the Contractor.
7. The University shall retain the right to terminate the Contract if the University is generally dissatisfied regarding Contractor's uncured performance or unsatisfactory product and/or service quality, based on customer surveys. Contractor must maintain a quality rating of 80% good or better in these customer surveys.
8. The University shall retain the right to terminate the Contract if the Contractor repeatedly fails to work cooperatively with the University or its Renters and/or subcontractors.
9. Any termination of the Contract is subject to the buyout provision of the Contractor's University-approved investment.
10. **SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY**

As part of the selection process, Respondents must demonstrate compliance with the security criteria listed in the categories stated on the attached “University of Missouri Information Security Requirements” (ITSQ) spreadsheet (Excel Attachment) by responding in writing to every statement and question. 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. Validation of the answers provided by the respondent may be conducted during the review/assessment process. Any erroneous information could limit the respondent’s ability to finalize implementation of the proposed solution. Please include any security white papers, technical documents, or policies that are applicable. Failure to provide the necessary information to meet the requirements in this section could lead to disqualification.

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

Please see the separate **IT Standards and Requirements Questionnaire (ITSRQ)** excel spreadsheet.  Respondents may not embed formulas, white pages, add or delete sections/tabs within the spreadsheet but shall ***simply state Yes (Y), No (N), Alternate (ALT), or Not Applicable (NA) in the designated sections, and provide narrative comments in the designated sections.***  Respondents MUST complete ALL sections/tabs listed in the ITSQR spreadsheet and may be disqualified for failure to do so.

***The IT Security (Limiting Criteria) and Accessibility tabs to be completed if there is an online ordering option.***

* + - **Instructions**
    - **IT Security (Limiting Criteria)**
    - **Accessibility**
    - **PCI**

A. If the Respondent is the merchant of record, the following must be submitted with the RFP response:

1. Signed and completed SAQ that was completed within the last calendar year to satisfy PCI 12.8.4
   1. *Maintain a program to monitor service providers’ PCI DSS compliance status at least annually*
2. Written acknowledgment to satisfy PCI 12.8.2
   1. *Maintain a written agreement that includes an acknowledgement that the service providers are responsible for the security of cardholder data the service providers possess or otherwise store, process or transmit on behalf of the customer, or to the extent that they could impact the security of the customer’s cardholder data environment.*

B. If the University is the merchant of record, the service provider checklist the 3rd Party Checklist must be completed and submitted with their RFP response.

The successful respondent agrees to submit their current PCI compliance documents to [PCI@missouri.edu](mailto:PCI@missouri.edu) annually after award for the life of the contract.

**REQUEST FOR PROPOSAL FORM**

**FOR**

**FOOD AND BEVERAGE SERVICES AT ATHLETIC VENUES**

**FOR THE**

**UNIVERSITY OF MISSOURI-COLUMBIA**

**FOR THE**

**CURATORS OF THE UNIVERSITY OF MISSOURI**

**ON BEHALF OF**

**THE UNIVERSITY OF MISSOURI-COLUMBIA**

**RFP # 20-7006-DS-C**

**DUE DATE: March 31st, 2020**

**TIME: 3:00 p.m. CDST**

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

**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): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. 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? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. 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](mailto: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)

1. 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)
2. Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part. \_\_\_\_\_\_\_ (N)

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

VETERAN BUSINESS ENTERPRISE \_\_\_\_\_Yes \_\_\_\_\_\_No

SERVICE DISABLED VETERAN BUSINESS ENTERPRISE \_\_\_\_\_Yes \_\_\_\_\_No

MISSOURI FIRM: \_\_\_\_\_Yes \_\_\_\_\_No

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

BUSINESS TYPE:

Manufacturer \_\_\_\_\_ (M)

Distributor/Wholesaler \_\_\_\_\_ (D)

Manufacturer’s Representative \_\_\_\_\_ (F)

Service \_\_\_\_\_ (S)

Retail \_\_\_\_\_ (R)

Contractor \_\_\_\_\_ (C)

Other \_\_\_\_\_ (O)

SOLE PROPRIETORSHIP: \_\_\_\_\_Yes \_\_\_\_\_No

SUPPLIER’S CERTIFICATION:

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

Signature of Person Authorized to Sign this Supplier Registration Information Form

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PCI 3rd Party Service Provider Check List**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Items that need to be completed** | **Description** | **Completed** | | | | | |
| * IT SRQ | Custom built for each new 3rd party |  | YES |  | NO |  |  |
| * Acknowledgement from 3rd party per **PCI DSS 12.8.2** | 3rd party must present us their acknowledgment or they need to sign our [3rd party agreement](http://umurl.us/hbw5p) |  | YES |  | NO |  |  |
| * Attestation of Compliance (AOC) or other PCI compliance review per **PCI DSS 12.8.4** | See [University Credit Card Policy](http://umurl.us/7Fk) under *3rd Party Service Providers* |  | YES |  | NO |  |  |
| * Maintain information about which PCI DSS requirements are managed by each service provider, and which are managed by the entity per **PCI DSS 12.8.5** |  |  | YES |  | NO |  |  |
| * Add service provider to master list per **PCI DSS 12.8.1** |  |  | YES |  | NO |  |  |
| * TLS 1.1 or greater? | TLS 1.1 is ok until June 30, 2018. Then must enable TLS 1.2 at minimum |  | YES |  | NO |  |  |
| * Contract review by procurement |  |  | YES |  | NO |  |  |
| * Contract review by legal counsel |  |  | YES |  | NO |  |  |
| * Add [PCI Indemnification language](http://umurl.us/6e6O) to contract |  |  | YES |  | NO |  | N/A |
| * Review of payment application (may not be required for all 3rd parties) | Is it listed on the PCI council’s website as a [validated PA-DSS payment application](https://www.pcisecuritystandards.org/approved_companies_providers/validated_payment_applications.php?agree=true)? |  | YES |  | NO |  | N/A |
| * PA-DSS implementation guide or PIM (P2PE Instruction Manual) (may not be required for all 3rd parties) | Guide has been received and reviewed |  | YES |  | NO |  | N/A |
| * Review of swipe devices (may not be required for all 3rd parties) | Is it listed on the PCI council’s website as an [approved PTS (Pin Transaction Security) Device?](https://www.pcisecuritystandards.org/approved_companies_providers/approved_pin_transaction_security.php) |  | YES |  | NO |  | N/A |
| * Dataflow Diagram | See [Diagram Guidance](http://umurl.us/CgTA3) |  | YES |  | NO |  |  |
| * Network Diagram | See [Diagram Guidance](http://umurl.us/8O1Y) |  | YES |  | NO |  | N/A |
| * Connectivity Diagram | See [Diagram Guidance](http://umurl.us/8O1Y) |  | YES |  | NO |  | N/A |
| * Proper due diligence per **PCI DSS 12.8.3** | Has all of the above been completed? |  | YES |  | NO |  |  |

**ATTACHMENT A. FACILITIES DESCRIPTION**

The Athletic Facilities include:

**Audrey J. Walton Track/Soccer Field/Stadium:**

* Opened in 1996 with seating renovation in 1998 bringing the complex capacity to 2500
* Has been host to five conference championships and five NCAA soccer tournaments # of Concession stands (2) and POS (4)

**Green Tennis Center:**

* No permanent Foodservice facilities

**Hearnes Center:**

* Opened in 1972
* Former home of MU basketball
* Capacity of 13,611
* Home to MU Volleyball, Wrestling and Gymnastics teams, as well as indoor track and field facility
* Host to many high school competition events including wrestling and cheerleading
* 5 permanent concession stands with 13 POS
* 1 ice cream portable with 1 POS
* Fountain beverages being used. Bottles could also be sold. Either is fine.

**Memorial Stadium/Faurot Field:**

* Opened in 1926
* Seating capacity of 61,620 5 total clubs and 50 suites. 2 clubs and 32 suites on the west, 1 club and 2 suites on the east and 2 clubs and 16 suites on the south.
* 24 permanent concession stands with 136 POS and 84 Coke fountains
* See Exhibit G for list of stands and POS
* South End Zone Facility opened in 2019
  + 16 suites
  + 750 person field-level club
  + 1,254-seat indoor club area with foodservice
  + General seating for 1,324

**Mizzou Arena:**

* Opened in 2004 with seating capacity of 15,061
* Home of MU men’s and women’s basketball teams and host to concerts, family shows and other events
* 12 permanent concession stands with 44 Tangent POS; 6 are cooking stands
* 6 of the stands have 11 digital menu boards in total
* Courtside Café with 5 Tangent POS
* Clinton Club Bar with 2 Tangent POS
* Club Bar and Grill with 2 Tangent POS; hood and vent
* 27 suites

**Mizzou Softball Stadium:**

* Opened in 2017
* Over 700 chairback seats, bleachers and spacious outfield berm, can accommodate 2,500 fans.
* 2 permanent concession stands (5) POS

**Taylor Stadium/Simmons Field**

* Home of MU baseball team
* Capacity of 3,031
* Opened in 2000 with updates in 2014 and 2017
* Break Time Lounge down the left field line is a premier, luxury seating area with beer available for purchase and specialty menu items, 2 POS
* 2 permanent stands with 2 Coke fountain machines, 4 POS
* 2 portables with 2 POS

In addition to the above, there are trailers and portables available for the Contractor’s use.