

**REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
BEVERAGE SERVICES
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF
UNIVERSITY OF MISSOURI – COLUMBIA
AND
UNIVERSITY OF MISSOURI HEALTHCARE
RFP # 22074
DUE DATE: MARCH 14, 2022
TIME: 3:00 P.M. CDT**

THE CURATORS OF THE UNIVERSITY OF MISSOURI

Prepared by:
Kristine Schrimpf
Strategic Sourcing Specialist
University of Missouri Procurement
2910 LeMone Industrial Blvd
Columbia, MO 65201

Date Issued: February 16, 2022

RFP # 22074

BEVERAGE SERVICES

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NOTICE TO RESPONDENTS

The University of Missouri requests proposals for the Furnishing and Delivery of Beverage Services, **RFP #22074** which will be received by the undersigned at University of Missouri Procurement, until **March 14, 2022 at 3:00 p.m.** **The University assumes no responsibility for any supplier's on-time receipt at the designated location for proposal opening.**

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

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

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

All questions regarding the RFP must be received no later than 3:00 p.m. CT on February 24, 2022.

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

THE CURATORS OF THE UNIVERSITY OF MISSOURI

Prepared by:

Kristine Schrimpf

Strategic Sourcing Specialist

University of Missouri Procurement

2910 LeMone Industrial Blvd

Columbia, MO 65201

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

A. General Terms and Conditions

1. **Purpose:** The purpose of these specifications is to require the furnishing of the highest quality equipment, supplies, material and/or service in accordance with the specifications. These documents, and any subsequent addenda, constitute the complete set of specification requirements and proposal response forms.
2. **Governing Laws and Regulations:** Any contract issued as a result of this RFP shall be construed according to the laws of the State of Missouri. Additionally, the supplier shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
3. **Taxes:** The supplier shall assume and pay all taxes and contributions including, but not limited to, State, Federal and Municipal which are payable by virtue of the furnishing and delivery of item(s) specified herein. Materials and services furnished the University are not subject to either Federal Excise Taxes or Missouri Sales Tax.
4. **Sovereign Immunity:** The Curators of the University of Missouri, due to its status as a state entity and its entitlement to sovereign immunity, is unable to accept contract provisions, which require The Curators to indemnify another party (537.600, RSMo). Any indemnity language in proposed terms and conditions will be modified to conform to language that The Curators are able to accept.
5. **Preference for Missouri Firms:** In accordance with University policy, preference shall be given to Missouri products, materials, services, and firms when the goods or services to be provided are equally or better suited for the intended purpose. In assessing overall value, consideration will be given to the extent to which proximity or Missouri preference of the supplier provides potential advantages or reduction of risks. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.
6. **Appropriation:** The Curators of the University of Missouri is a public corporation and, as such, cannot create indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in 172.250, RSMo. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with 30 days' notice.

7. **Equal Opportunity and Non-Discrimination:** In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. The contractor shall comply with federal laws, rules, and regulations applicable to subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.
8. **Supplier Diversity Participation:** The University of Missouri System is committed to and supports supplier diversity as an essential part of the University's mission and core values. To qualify as a Diverse Supplier, the company must be at least 51% owned and controlled by someone in one of the recognized groups (see below). These firms can be a sole proprietorship, partnership, joint venture or corporation. Diverse suppliers should be certified from a recognized certifying agency.

The University of Missouri recognizes the following groups:

- MBE (Minority Owned Business Enterprise)
 - African American
 - Asian American (including Pacific Asian and Subcontinent Asian)
 - Hispanic American
 - Native American
- WBE (Women Owned Business Enterprise)
- DVBE (Service-Disabled Veteran Owned Business Enterprise)
- VBE (Veteran Owned Business Enterprise)
- LGBT (Lesbian, Gay, Bisexual, Transgender)
- DBE (Disadvantaged Business Enterprise)

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

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

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

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

9. **Applicable Laws and Regulations:** The University serves from time to time as a contractor for the United States government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.
10. **Anti-Discrimination Against Israel Act:** If this Contract involves the acquisition or disposal of services, supplies, information technology, or construction and has a total potential value of \$100,000 or more, and if Supplier is a company with ten (10) or more employees, then Supplier certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Contract. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.
11. **Applicable Digital Accessibility Laws and Regulations:** The University affords equal opportunity to individuals with disabilities in its employment, services, programs and activities in accordance with federal and state laws, including Section 508 of the Rehabilitation Act, 36 C.F.R., Pt. 1194. This includes effective communication and access to electronic and information communication technology resources, and the University expects that all products will, to the greatest extent possible, provide equivalent ease of use for individuals with disabilities as for non-disabled individuals. The University of Missouri has adopted the Web Content Accessibility Guidelines (WCAG), as specified by the University of Missouri Digital Accessibility Policy.

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

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

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

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

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

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

13. Compliance with CDC Guidelines: (If Applicable)

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

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

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

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

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

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

B. Instructions to Respondents

- 1. Request for Proposal (RFP) Document:** Respondents are expected to examine the complete RFP document and all attachments including drawings, specifications, and instructions. Failure to do so is at Respondents' risk. It is the Respondents' responsibility to ask questions, request changes or clarifications, or otherwise advise the University if any language, specifications or requirements of the RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

Any and all communications from Respondents regarding specifications, requirements, competitive Request for Proposal process, etc., should be directed to the University buyer of record referenced in this RFP. It is the responsibility of the person or organization communicating the request to ensure that it is received.

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

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

2. **Preparation of Request for Proposals:** All Request for Proposals must be submitted in the format and number of copies as specified in the detailed specifications and must be enclosed in a sealed envelope plainly marked: **Request for Proposal #22074 for Beverage Services, mailed and/or delivered to University of Missouri Procurement, 2910 LeMone Industrial Blvd, Columbia, MO 65201, ATTN: Kristine Schrimpf.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The contract to be awarded and any amount to be paid thereunder shall not be transferred, sublet, or assigned without the prior approval of the University.

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

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

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

9. **Payment:** Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 30 after the date of invoice. Payment terms associated with settlement by check will be net 30 days. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.

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

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

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

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

UNIVERSITY OF MISSOURI
DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS

1. OBJECTIVE

The Curators of the University of Missouri, a public organization, propose to contract on behalf of University of Missouri Columbia (MU) and University of Missouri Healthcare (MUHC) (hereinafter referred to as "University") with an organization (hereinafter referred to as "Supplier"), to provide **Beverage Services** as described herein.

2. SCOPE

University of Missouri Columbia (MU) and University of Missouri Healthcare (MUHC) are seeking proposals from qualified professional firms interested in providing the following: Beverages Services including fountain drinks, retail services, packaged beverages and pouring rights. This RFP does not include beverage vending services.

MU and MUHC desires to contract with a nationally recognized supplier for beverages. The goal of the contract is to improve beverage services and increase net revenues by maximizing the availability of product and by developing creative strategies that benefit the University and the Supplier.

As an element of this long-term agreement the University's goal is to increase revenues and profits through state-of-the-art facilities, increased beverage distribution, and competitive pricing.

This agreement will include the campus of the University of Missouri-Columbia and University of Missouri Health Care, and will exclude A.L. Gustin Golf Course, and the Intercollegiate Athletic facilities, including but not limited to, Mizzou Arena, Memorial Stadium, Hearn Center, Simmons Field, Walton Stadium, training facilities, and locker rooms, and any other buildings or facilities which may be acquired or constructed during the term of this agreement and which are operated by or in conjunction with the Intercollegiate Athletic operation. If an officially sanctioned MU Athletic event is held in a campus facility (i.e. Recreational Services facility) it may be excluded from this contract.

The operations listed below will utilize the Supplier's services at the inception of the contract. The University reserves the right to modify the number and location of delivery points and operations using the contract as needs warrant.

Campus Dining Services (CDS)

Campus Dining Services offers state of the art, comprehensive food service operations, including all you care to eat, take out, residential, retail/food court, and convenience store locations with over 2.5 million transactions annually. Operations within CDS that will access this beverage agreement include:

- Five residential dining facilities
 - Restaurants at Southwest
 - Sabai
 - Mark Twain Market
 - Plaza 900
 - Rollins
- Two convenience stores
 - Mizzou Market- Hitt Street
 - Mizzou Market – Southwest
- 5 retail operations
 - Bookmark Café
 - Student Center Dining
 - Catalyst Café
 - Wheatstone Bistro
 - Potential Energy Café

University of Missouri – Columbia Health Care Columbia, MO locations

- University Hospital
 - Patient Kitchen
 - WCH Patient Kitchen
 - Grill Café
 - WCH Oasis
 - MOI
 - NextGen Café
 - DNS Catering
 - South Providence Medical Building
 - Medtique Gift Shop
- Quarterdeck Building

Other University operations (located in Columbia, MO) that will access this beverage agreement shall include, but not limited to:

- Bucks Ice Cream Shop
- General Stores Warehouse

Definitions

1. "Fountain Beverage or Beverages" means all cold carbonated or non-carbonated, non-alcoholic, naturally and/or artificially flavored, natural and/or artificially sweetened drinks for independent consumption. Beverages include sodas, teas, mineral and/or spring waters, hypertonic, isotonic, and hypotonic (sports drinks, energy drinks, and fluid replacements).

2. "Retail/Packaged Beverage or Beverages (ready-to-drink and for retail sales, bottles, cans, boxes)" means all cold carbonated or non-carbonated, non-alcoholic, naturally and/or artificially flavored, natural and/or artificially sweetened drinks for independent consumption. Beverages include sodas, teas, mineral and/or spring waters, fruit or vegetable juices; hypertonic, isotonic, and hypotonic (sports drinks, energy drinks, and fluid replacements).
3. "Excluded Fountain or Retail/Packaged Beverages" shall include freshly brewed coffees or teas; coffee or coffee based drinks; hot chocolate; milk, flavored milk or milk based products; bulk juice from a dispenser; juice squeezed fresh on the premises; fruit or vegetable based smoothies; and tap water drawn and/or treated from public water supply.
4. "Campus" means the 1348 acres of the central campus of the University of Missouri-Columbia, including but not limited to all administrative offices; student facilities (including residence halls, classrooms, restaurants, private clubs, snack bars, bookstores, convenience stores, and residential dining facilities); University of Missouri Health Care facilities (including Missouri Rehabilitation Center at Mt. Vernon, MO, and all local hospitals and clinics); and any and all other buildings or facilities which currently comprise the central campus of the University or which may be acquired or constructed during the term of this agreement and which are operated by or in conjunction with the University central campus.
5. The exception is that the defined "campus" will not include any vending machines on campus nor A. L. Austin Golf Course and the Intercollegiate Athletic Facilities, including but not limited to Mizzou Arena, Memorial Stadium, Hearn Center, Simmons Field, Walton Stadium, training facilities, and locker rooms, and any and all other buildings or facilities which may be acquired or constructed during the term of this agreement and which are operated by or in conjunction with the Intercollegiate Athletic operation. If an officially sanctioned MU Athletic event is held in a campus facility (i.e. Recreational Services facility) it may be excluded from this contract.
6. "Full Exclusivity for Fountain Beverage or Beverages" means the successful Supplier shall have the exclusive right to supply fountain beverages on the campus. The University and the Supplier agree that beverage products in the product line and such other beverage products as the Supplier and University shall mutually designate shall be the exclusive beverages sold at all locations on the campus as defined above. University agrees that unless otherwise agreed to by Supplier the University shall purchase all fountain beverage products from Supplier provided that Supplier is able to supply any product or similar product which the University desires to purchase. If the Supplier cannot supply the product or similar product, then the University may purchase such products from another source.

7. "Partial Exclusivity for Retail/Packaged Beverage or Beverages" means the successful Supplier shall have a partial exclusive right to supply beverages on campus. The University and Supplier agree that retail operations offering
8. Retail/packaged beverages will offer for sale 75% of the number of the retail operation's SKU's in the successful Supplier's brands. The University and Supplier agree that the University will be allowed to offer competing brands and products for sale in the remaining 25 % of the retail operations SKU' s.
9. "Permitted Exceptions" -The University shall have the right to serve, sell or dispense "signature" beverages required by any branded operations (e.g.,Starbuck's Frappuccinos). Competitive products used for academic research or medically-related patient care will be permitted as an exception. Other permitted exceptions would include any defined beverage categories that cannot be supplied by the Supplier.

3. REQUIREMENTS

Fountain/Retail Sales – Fountain Dispensing Equipment:

1. Dispensing equipment must be supplied, installed, and maintained by the Supplier at no cost to the University throughout the life of the contract.
2. All equipment must be new, or refurbished like new, and state-of-the-art, and remain in that condition throughout the life of the contract. The equipment needs to be state-of-the-art to better serve customer needs and to increase business at these locations. The Supplier shall recommend and provide equipment upgrades at no cost to the University throughout the life of the contract.
3. Supplier shall supply portable pre-mix units and dispensing trucks and trailers as requested for large picnics and/or special events.
4. All dispensers must be equipped with filters, locks and/or shut off devices at no cost to the University throughout the life of the contract.
5. All dispensers must be equipped with separate water supply shut off.
6. All dispensers must have separate valves for self-service still or soda water if requested by the operation.
7. The syrup must be either 3 or 5 gallon bag-in-the-box containers.
8. Where no ice makers are atop the soda dispenser, the Supplier must provide ice dispensers and filters throughout the life of the contract.

Finished Product

9. The Supplier must be able to provide a full line of carbonated and non-carbonated beverage products at all fountain locations as reasonably determined by both parties.
10. If and when the Supplier enters new beverage categories, produces new beverage products or makes changes to existing products, the University and the Supplier shall decide whether those beverage products will be sold on campus during the term of the agreement.

Pricing

11. Prices shall be “delivered” costs and no fuel surcharges will be allowed.
12. Pricing for each year of the contract, a year period beginning August 1 of the second year, shall be determined by using the US Department of Labor, Consumer Price Index (CPI), for the month of March, not seasonally adjusted, are: US City Average, Item: Food away from home, Deried ID: CUUR0000DEFV. Using the first year firm prices as the base year, if there is an increase in the CPI from the previous year for that category for that month, the successful supplier is not required to raise prices; however, no price increase shall exceed the annual CPI increase or 3%.
13. If there is an adjustment in pricing the Supplier must notify the University by June 1 for new pricing that will take effect on August 1.

Special Fountain Requirements

14. The Supplier must provide equipment service or repair free of charge, seven days a week with a guaranteed 4 hour response time, all parts included throughout the life of the contract.
15. The Supplier shall provide an equipment replacement guarantee for any equipment that cannot be brought up to full working capacity in less than 48 hours throughout the life of the contract.
16. CO2 necessary for dispensing syrup must be supplied to the University as part of the bid at no cost. Depending on the operation, CO2 will need to be provided in either standard 20 pound tanks or bulk tanks. All empty 20 lb tanks must be removed at time of delivery of full tanks. In some operations the Supplier will be required to supply CO2 to bulk storage tanks and service and/or maintain the bulk systems. The University may opt for bulk storage systems and the tanks, including installation and all connections, would need to be provided by the Supplier.
17. Semester Breaks - During designated semester breaks, the residential dining facilities are closed for an extended period of time. The University requires that the Supplier

flush the bulk soda lines and brix all the dispensers after extended breaks. The University will notify the Supplier of the timing of these breaks.

Fountain Usage Analysis

See attachment D for usage analysis.

Fountain/Retail Sales Retail/Packaged Beverages:

Retail Equipment

1. All retail equipment (glass door merchandisers, insulated canned/bottled beverage bins, etc.) must be supplied, installed and maintained by the Supplier, at no cost to the University throughout the life of the contract. Equipment chosen needs to best meet the service needs of the operation (e.g. rear-loaded, countertop, open front, and well-styled coolers).
2. All retail equipment must be new, or refurbished like new, state-of-the-art, and remain in that condition throughout the life of the contract.

Retail/Packaged Products

3. The beverage Supplier must be able to provide a full line of carbonated and non-carbonated retail/packaged products including, but not limited to sodas, teas, mineral and/or spring waters, fruit or vegetable juices; hypertonic, isotonic, and hypotonic (sports drinks, energy drinks, and fluid replacements) at all retail locations as reasonably determined by both parties. Special packaging sizes may be needed for some retail operations. If the required sizes cannot be met by the Supplier, the University reserves the right to purchase products through alternative vendors.
4. The University Hospitals and Clinics have special packaging requirements for patient feeding programs, including 8 oz. soda packaging. If the required special packaging cannot be met by the Supplier, the University reserves the right to purchase the products through alternate vendors.
5. If and when the Supplier enters new beverage categories, produces new beverage products, or makes changes to existing products, the University and Supplier shall decide whether those products will be sold on campus during the term of the agreement.

Pricing

6. Prices shall be “delivered” costs and no fuel surcharges will be allowed.

7. Pricing for each year of the contract, a year period beginning August 1 of the second year, shall be determined by using the US Department of Labor, Consumer Price Index (CPI), for the month of March, not seasonally adjusted, are: US City Average, Item: Food away from home, Deried ID: CUUR0000DEFV. Using the first year firm prices as the base year, if there is an increase in the CPI from the previous year for that category for that month, the successful supplier is not required to raise prices; however, no price increase shall exceed the annual CPI increase, or 3%.
8. If there is an adjustment in pricing the Supplier must notify the University by July 1 for new pricing that will take effect on August 1.

Retail/Packaged Usage Analysis

See attachment D for retail analysis.

Ordering/Delivery Conditions

Food Service Type Operations

1. University representatives from each operation will place orders using the designated ordering method before a pre-determined cut off time each day. The cut off time shall be no earlier than noon the day before delivery. All orders received prior to the pre-determined cut off time will be delivered the next day.
2. Deliveries will be based on a mutually agreed upon delivery schedule taking into account time constraints that exist for some operations. The number of deliveries to each operation will be determined by the needs of each facility. Deliveries will be available Monday through Friday.
3. If due to unforeseen circumstances, a scheduled delivery will be delivered late, the Supplier shall notify the operation(s) receiving delivery the day and prior to the expected time of arrival. If due to unforeseen circumstances there is a delivery failure, the Supplier shall make corrective action by delivering the needed product the following day.

Retail Type Operations

1. In convenience and retail type stores the operation's management will determine the product mix and "set" including the number of product facings and their locations.
2. In convenience and retail type stores the Supplier's sales representative will be responsible for the "management" of the retail sales space. The Supplier's sales representative would survey the available inventory, complete the order process, and

maintain an acceptable level of inventory to optimize sales and ensure customer satisfaction.

3. The Supplier's representative will maintain a "fresh" inventory by checking code dates of products and giving credit for any expired products.
4. The number of delivery days will be determined by the needs of each operation and will be available Monday through Friday. If there are any "special" needs over and above the normal par levels, the University's retail operation will notify the Supplier within forty-eight (48) hours in advance of delivery.

BulkCO2

1. Bulk CO2 shall be delivered based on a mutually agreed upon delivery schedule taking into account time constraints that exist for some operations.
2. The number of deliveries to each operation will be determined by the needs of each facility so as to maintain a continuous supply of bulk CO2.

Delivery Procedures

1. All products shall be maintained at the proper temperature throughout their staging, loading, and transportation. All of the Supplier's facilities and delivery vehicles must conform to local, state, and federal rules and regulations regarding sanitation.
2. All of the Supplier's facilities and delivery vehicles must conform to local, state and federal rules and regulations regarding sanitation, and are subject to inspections by University or other officials at the discretion of the University.
3. The Supplier's delivery person will deliver and off-load all products to an area designated by each operation. At no time may product be left unattended outside, on delivery docks, or in any unsecured area.
4. The Supplier is responsible for any needed equipment to complete the delivery process. All equipment used (delivery crates), which hold product, should be visibly clean and maintained by the Supplier. The Supplier is responsible for removing all packaging and waste from the delivery area, including the gathering and removal of empty plastic delivery crates. No deposit is required for delivery crates or other equipment.
5. The Supplier's delivery personnel must have a designated University employee sign the delivery invoice. This signature will indicate that the order has been reconciled to the actual items delivered.
6. All Supplier's delivery personnel shall observe good practices of personal hygiene when handling product and must conduct business with University personnel in a competent, courteous and professional manner.

7. In retail convenience store operations, the Supplier's delivery personnel may be expected to sign in at the operation's office before unloading the order.

Guarantee

1. The Supplier shall guarantee the freshness and wholesomeness of all delivered products and all products delivered shall have a "reasonable" shell life.
2. All products need to be clearly, and individually, stamped with a code for date of consumption and/or expiration.
3. Damaged, inferior, or incorrect deliveries are to be returned at the time of delivery or if discovered post-delivery, picked up and credited on the next scheduled delivery day.

Substitutions and Shortages

1. Unless a variation is noted, it is assumed that the Supplier can supply the bid products Monday through Friday.
2. The Supplier shall make no substitutions without the approval of a representative from the operation.
3. The Supplier's delivery personnel shall communicate any shortages or substitutions to the operation at the time of delivery.
4. Shortages or substitutions shall be clearly indicated on the invoice.
5. If the Supplier is aware of any issues, such as production problems in a certain line that would cause shortages, it shall notify the University operation so any necessary adjustments can be made. Additionally, the Supplier shall inform the University of the anticipated delivery date of products reported as out of stock.
6. If an out of stock situation occurs and new product is delivered to replenish the void, it is the University's expectation that the operation's retail display space be stocked as well as any back stock.

Miscellaneous Requirement Items

- Invoices: An itemized invoice, including the operation name and operation number, delivery date, item name, purchase unit, actual unit cost, extension and total charges shall accompany all deliveries.
- Nutritional Information: If nutritional information for each beverage is not already printed on the packaging, it must be provided after bid award.

- As needed the Supplier will provide electronic usage reports for each operation detailing how many of each product has been purchased on a monthly and/or annual basis including extended costs, as directed by the University.
- The Supplier shall have one or more account representatives assigned to the University operations. This person will be expected to handle any University complaints or inquiries regarding: the order/delivery schedule; accounting concerns; product quality; delivery procedures; and general oversight of the entire process to maintain a smooth and efficient partnership between the University and the Supplier.
- The Supplier must have a representative available who can be reached for emergency needs. This person must be available by phone, cell phone or other means so that they can be easily contacted. The representative must respond to emergency requests within two (2) hours during normal business hours.
- The Supplier and its Account Representatives will be required to participate in an annual business review meeting with representatives of the University operations as requested. This will include a review of current beverage service, contract terms and compliance issues, overall management of the contract as well as any changes and issues that have arisen since the previous annual review. In addition, product/equipment changes and advances and market trends, or future opportunities will be reviewed annually to determine needed updates. This process will allow both the University and its Supplier the opportunity to maintain the highest standards expected and will enhance the University/Supplier strategic alliance.
- The Supplier must have an established system in place to quickly communicate any product recalls if they occur. Notification shall be made immediately to each of the operations that order the product being recalled.
- Emergency Support: Many of the University food service operations are considered essential services and do not often close. In the case of an emergency, including severe weather, strike, earthquake, or other act of nature, the Supplier shall assist the University by maintaining relatively normal delivery schedule or by facilitating deliveries from an alternate supplier.

4. BACKGROUND UNIVERSITY INFORMATION

The University of Missouri has provided teaching, research and service to Missouri since 1839. It was the first publicly supported institution of higher education established in the Louisiana Purchase territory. Today, the University of Missouri is one of the nation's largest higher education institutions with more than 68,000 students, 22,000 faculty and staff on four campuses, an extension program with activities in every county of the state, comprehensive distance learning services and an extensive health care network.

The University of Missouri – Columbia is the flagship campus of the University of Missouri System and is Missouri’s largest and most comprehensive university. The central campus area is comprised of 1,348 acres. MU has more than 275 degree programs through 19 colleges and schools, and is one of only six public institutions nationwide that can claim a medical school, college of veterinary medicine, college of engineering and a law school on the same campus. In its capacity as a land-grant institution, MU provides information to more than 5 million Missouri citizens each year, through extension programs that promote health and success for youth, families and businesses.

University of Missouri Health Care is an academic health system with a mission to save and improve lives. Caring for patients from each of Missouri’s 114 counties, MU Health Care specialists treat the simplest and most complex medical conditions, discover breakthroughs and train the next generation of doctors to do the same. Committed to collaboration, research and innovation, MU Health Care has more than 6,000 physicians, nurses and health care professionals in over 80 specialties working together to give patients seamless care with the most advanced treatments and safest procedures. Serving more than 240,000 patients each year, MU Health Care facilities include Capital Region Medical Center, Children’s Hospital, Ellis Fischel Cancer Center, the Missouri Orthopaedic Institute, Missouri Psychiatric Center, University Hospital, and Women’s Hospital, as well as multiple quick care, urgent care, primary care, specialty and affiliate locations. For more information, visit <http://muhealth.org>.

5. SITE TOUR

A tour to view the site has been scheduled for February 24, 2022 at 9:00 a.m. Please meet at the MU Campus at Plaza 900, located at 900 Virginia Ave. If you desire to tour the site, please notify Kristine Schrimpf at schrimpfkr@umsystem.edu no later than (February 22, 2022).

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

6. TIMELINE

Release of RFP: February 16, 2022

Site Visit: February 23, 2022

Submission of Questions Regarding RFP: February 24, 2022

UM posts answers to questions: February 28, 2022

RFP response due: March 14, 2022

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

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

7. CONTRACT PERIOD

The contract period shall be from the date of award for one (5) year with the option to renew for two (5) five-year periods.

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

The Curators of the University of Missouri is a public corporation and, as such, cannot create an indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in Section 172.250 RS MO. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with thirty (30) days' notice.

8. INSTRUCTIONS FOR PROPOSAL RESPONSE

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

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

Volume I – Functional section **MUST** be submitted in a sealed envelope with seven (7) paper copies and one (1) electronic copy via a non-password protected flash drive in PDF format and must contain **in this order:**

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

Volume II – Financial Section MUST be submitted in a separately sealed envelope with seven (7) paper copies and one (1) electronic copy via a non-password protected flash drive in PDF format and contain **in this order**:

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

Respondent must complete and return the University Proposal Form with proposal response. Supplier quote sheets are not acceptable forms of bidding and could cause rejection of response. **All proposals must be plainly marked: Request for Proposal #22074 for Beverage Pouring Rights, mailed and/or hand delivered to University of Missouri Procurement, 2910 LeMone Industrial Blvd., Columbia, MO 65201, Attn: Kristine Schrimpf. Please allow transmittal time to ensure your response is received no later than the time stated on the RFP cover page.**

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

Confidentiality of Information:

All records received from a Supplier will be deemed public records and presumed to be open. If the supplier submits with the Request for Proposal any information claimed to be exempt under the Revised Statutes of Missouri, Chapter 610, this information must be placed in a separate envelope and marked with:

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

9. EVALUATION AND CRITERIA FOR AWARD OF PROPOSAL

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

are met as provided in responses. The University could elect to not award to a potential respondent if site visits/presentations revealed compliance inconsistency.

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

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

10. INSURANCE REQUIREMENTS

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

Commercial General Liability Contractor agrees to maintain Commercial General Liability at a limit of not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse The Curators of the University of Missouri, its officers, employees and agents as Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

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

Contract Language

The Curators of the University of Missouri, its officers, employees and agents are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the inception date of the contract between the contractor and the University. Contractor/Party is required to maintain coverages as stated and required to provide written notice of cancellation according to the policy provisions. The University reserves the right to request a copy of the policy. The University

reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

Indemnification

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

The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the University shall have the right to cancel and terminate the contract without notice.

The insurance required by the provisions of this article is required in the public interest and the University does not assume any liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

11. MANDATORY CRITERIA

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

11.1 Demonstrated and proven success in providing beverage services in a college or university environment for no less than 10 years.

Yes _____ No _____

11.2 Awarded supplier will have the ability to easily fulfill the demand requested by MU and MUHC operations.

Yes _____ No _____

11.3 Awarded supplier will offer for sale like or equal flavors currently being purchased by the University. See Attachment D for usage and product offerings. The supplier must be able to bid upon and supply at least 75% of like items and flavors listed on the exhibit to be considered for an award.

Yes _____ No _____

11.4 The University and Supplier agree that the University will be allowed to offer competing brands and products for sale in the remaining 25 % of the retail operations SKU's.

Yes _____ No _____

11.5 The awarded supplier understands and will comply with the requirements listed herein.

Yes _____ No _____

12. 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.

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

12.2 Business Review: Describe your process for reviewing the current beverage contract. How do you stay on top of business and market trends and determine future needs.

12.3 Menu/product offerings: Include details on all your product offerings, including nutritional value.

12.4 Innovation and creativity: Describe your qualifications and capabilities of being innovative in the beverage field. Outline your history and successes with proposing new concepts and implementing initiatives which lead to long term success.

12.5 Delivery/Ordering: Describe the ordering and delivery process. Include cut-off time to order and receive the product the following day. Describe your communication regarding out of stock items, product shortage and availability issues.

12.6 Implementation time frame: Explain the time frame and process for beginning service.

REQUEST FOR PROPOSAL FORM

**REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
BEVERAGE SERVICES
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF
UNIVERSITY OF MISSOURI-COLUMBIA
AND
UNIVERSITY OF MISSOURI HEALTHCARE
RFP # 22074
DUE DATE: March 14, 2022
TIME: 3:00 P.M., CDT**

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

Complete Excel Spreadsheet – Beverage Pricing Sheet and include a full list of the flavors and sizes you can offer.

State any applicable maximum price increases for renewal years:

AUTHORIZED RESPONDENT REPRESENTATION

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

This signature sheet must be returned with your proposal.

ATTACHMENT A
SUPPLIER DIVERSITY PARTICIPATION FORM

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

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

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

- Indirect dollars - based on a percentage of revenue the University represents to the supplier. An example is as follows:

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

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

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

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

Supplier Name	% of Contract	Specify Direct or Indirect

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

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

ATTACHMENT B
SUPPLIER REGISTRATION INFORMATION

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

SMALL BUSINESS CONCERN: ☐ Yes ☐ No

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

WOMAN OWNED BUSINESS (WBE): ☐ Yes ☐ No

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

MINORITY BUSINESS ENTERPRISE (MBE): ☐ Yes ☐ No

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

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

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

VETERAN BUSINESS ENTERPRISE ☐ Yes ☐ No

SERVICE DISABLED VETERAN BUSINESS ENTERPRISE ☐ Yes ☐ No

MISSOURI FIRM: ☐ Yes ☐ No

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

BUSINESS TYPE:

Manufacturer	<input type="checkbox"/> (M)
Distributor/Wholesaler	<input type="checkbox"/> (D)
Manufacturer's Representative	<input type="checkbox"/> (F)
Service	<input type="checkbox"/> (S)
Retail	<input type="checkbox"/> (R)
Contractor	<input type="checkbox"/> (C)
Other	<input type="checkbox"/> (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: _____

ATTACHMENT C - MUHC VENDOR VETTING REQUIREMENTS AND VENDOR REPRESENTATIVE CHECK-IN REQUIREMENTS

MUHC uses a vendor registration company, “Reptrax” to track required vendor and vendors’ representative credentials. Vendors must complete an on-line registration and receive notification of an “approved” vendor status before visiting any department or location outside of the check-in area. It is the vendor’s responsibility to make sure that the registration is completed and current with Reptrax at all times.

All vendor representatives calling on site must be registered and approved through Reptrax on-line, check in software. Unless a contractor I.D. badge has been issued by MUHC and vetting performed by Human Resources, check-in is required each time a representative is on site. Kiosks are located at various MUHC sites near the general entrances for this purpose.

BACKGROUND AND HEALTH SCREENING REQUIREMENTS ON SITE, NON-CLINICAL CONTRACT PERSONNEL UNIVERSITY OF MISSOURI HEALTH CARE

The following terms and conditions apply to any “Vendor” providing non-clinical services within University of Missouri Health Care (customer) and their personnel, when the work assignment period is thirty days or longer. Vendors’ assigned personnel, hereinafter referred to as “Staff” must comply with minimum requirements in order to work on site. University of Missouri Health Care reserves the sole discretion to waive or modify any requirements detailed below.

Indemnification of Customer.

Vendor agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, its Officers, Agents, Employees, and Volunteers (Customer) from and against all loss or expense from any cause of action arising from Vendor’s operations. Vendor agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Vendor, or at the option of the Customer, agrees to pay to or reimburse the Customer for the defense costs incurred by the Customer in Connection any such liability claims, or demands.

The parties hereto understand and agree that the Customer is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the Customer, or its officers, employees, agents, or volunteers.

Vendor and Vendor’s Staff

Before any Staff may perform any Services, in the discretion of the Customer, Vendor must thoroughly investigate the Staff’s background and work history at no additional charge. At a minimum, Vendor must:

- a. Investigate whether staff has any criminal record in each county in which staff resided or worked within the seven years immediately preceding the staffing assignment. Investigation must include a verification of U.S. General Service Administration (GSA) - System for Award Management (SAM). Vendor must provide Customer with results dated within thirty (30) days of staffing assignment start date;
- b. Investigate whether staff is a registered sex offender through a national search, all results must be dated within thirty (30) days of assignment start date;
- c. Perform and provide satisfactory result of the following background checks on staff assigned to Customer. The checks must be performed on an annual basis and always current, having been checked within previous thirty (30) days.

**Office of Inspector General – Exclusion and Debarment Listing
Employee Disqualification Listing
Missouri Department of Health and Senior Services**

- d. Acknowledge and agree that Customer may additionally perform background screenings for those individuals. If the employee has a criminal record, Customer will decide if the convictions are relevant to the position for which they are being considered and either accept or deny assignment.
- e. Administer an 8-panel drug screen within thirty (30) days of staffing assignment start date. Agency must provide Customer with results prior to assignment start date; Vendor acknowledges that MUHC has implemented a policy requiring an **eight-panel** drug and alcohol test for all staff (1) initially, at the time that the staff member is conditionally offered employment as a member of the workforce of MUHC; and (2) when there is reasonable cause to believe that a member of staff is under the influence of such substances while on MUHC premises.

In accordance with this policy, Vendor agrees that prior to placing any staff for assignment at MUHC, the Vendor shall advise the staff member(s) of the existence of MUHC's policy and that the staff member (1) will be required to submit to a **eight panel** drug and alcohol testing at the time of the assignment to MUHC; and (2) when there is reasonable cause to believe that a staff member is under the influence of such substances while on MUHC premises, the staff member will be required to submit to a **eight panel** drug and alcohol testing. Vendor agrees to bear the total expense of the initial testing of their staff members and any subsequent testing that may be required by the University as stipulated in (2) above. Any failure on behalf of the Vendor or Vendor's staff to comply with the policy will result in immediate removal of staff member from MUHC and may result in immediate cancellation of the contract.

- f. Obtain and provide to customer at least two performance references from the staff's

most recent employment (no older than 12 months). The reference must be from an actual work supervisor or manager and that person must indicate that staff would be eligible for re-hire by them;

- g. Complete and maintain all I-9 Employment Eligibility Verification Form documentation for the staff and any other work permit documentation for the staff as required by federal law or regulation. Copies of actual documentation must be provided to customer prior to staffing assignment start date;
- h. Verify staff's identity by examining staff's current photo identification or a copy of current photo identification and provide this to customer; photos should be ideally be in a .jpeg format and taken in front of a neutral background, shoulders and above.
- i. Verify the staff's current resume or application and ensure it contains all work history and personal contact information, resume must be provided to customer prior to placing any staff for assignment at UMHC.
- j. Ensure that a copy of the staff's current job description and staff have completed the appropriate skills checklists and those are provided to customer prior to interview;
- k. Ensure that staff have completed and signed Customer Access and Confidentiality Agreement, Culture of Yes Agreement, and ID Badge Authorization Form and those are provided to Customer;
- l. If needed to perform job requirements Customer must obtain primary source verification of licensure, registration, certification, and/or education;
- m. Staff must complete the Non-Clinical Courtesy Appointment Orientation Form. Form should be returned within 10 days to Human Resources for inclusion in Staff member's file;
- n. Vendor must complete the health and background screening attestation to this Agreement warranting that: (a) Vendor has completed a background check and health screening for each Staff in accordance with the requirements set forth in this agreement; (b) there has been no break in service of the Staff with the Vendor since conducting these background checks and health screening; and (c) the background check revealed no issues likely to either (i) render staff unacceptable to Customer under this Agreement; or (ii) otherwise impact patient health or safety.

Immunizations and Health Screening Requirements

Immunizations and Tuberculosis (Tb) skin tests are requirements for working at University of Missouri Healthcare (MUHC). Agencies, independent contractors, and Contractors with patient contact are required to provide documents to MUHC Staff Health Services showing the

following immunizations and Tb screening(s) prior to starting their work assignment at MUHC. For individuals from these groups, the records must be accessible to MUHC Staff Health Services prior to starting work. Records must be available within twenty-four hours of formal requests **any time** during the assignment if not given by Staff Health Services.

Requirements:

- a. Documentation of immunity to Measles (also known as Rubeola), by **two** doses of live Measles vaccine after the first birthday, or a blood test record showing Measles disease history. Any person born before 1957 with a documented history of disease will receive a blood test to confirm protection from previous disease.
- b. Documentation of immunity to Mumps by **two** doses of live Mumps vaccine or a blood test showing Mumps disease history. Those born before 1957 with a documented history of disease will receive a blood test to confirm protection from previous disease.
- c. Documentation of Rubella immunity by **one** vaccination or blood test showing disease history.
- d. MMR administered **twice** after 1st Birthday, at least 28 days apart and at least once after 1980.
- e. Documentation of immunity to Chickenpox (also known as Varicella), by **two** vaccinations or a blood test showing Chickenpox disease history.
- f. Documentation of two Tb skin tests, with one in the past twenty-four months, and a second one within **three** months of starting your MUHC assignment.
- g. If no records are available for the Tb testing, a 2-step Tb skin test or QFT (at nurse's discretion) is required.
- h. Annually, during your birth month, Tb testing must be updated (1 or 2-step skin test or QFT, at nurse's discretion).
- i. Each fall between October 1st and mid-November, a flu vaccine is required. This can be completed at a Staff Health Services Flu Shot Clinic or elsewhere. If completed elsewhere, it is the staff member's responsibility to provide documentation to Staff Health Services.
- j. Acceptable immunizations/tests documentation could include:
 1. A copy of immunization booklets signed by a physician.
 2. A copy of records from a physician's office, hospital, county health department, or school, showing dates of immunizations, blood tests, or Tb skin test results.
- k. Documentation of COVID-19 vaccination. Either one dose of the Johnson and Johnson vaccination, or two doses of the Pfizer or Moderna vaccination. Vaccination from another manufacturer will be evaluated by our Staff Health Services Department.

If agency, Contractor, or contract staff have not completed their immunizations/testing or cannot provide proper documents, they will be required to have their vaccinations/testing completed at MUHC Staff Health Services. The agency, Contractor, or independent contractor agrees to pay MUHC the following amounts if vaccinations/testing of these individuals occurs at MUHC Staff Health Services. Immunizations and testing records received at outside medical facilities must be available on hire and within twenty- four hours anytime during the assignment.

The **current** costs of Tb skin tests, vaccinations, and testing at MUHC Staff Health are listed below.

<u>*VACCINATIONS</u>	<u>COST</u>
MMR (series of 2 vaccines)	\$65.00/each
Tuberculin (TB Skin test)	\$5.00/each test
QFT (TB blood test)	\$26.00/each test
Chickenpox (series of 2 vaccines)	\$110.00/each
Hepatitis B (series of 3 vaccines)	\$55.00/each
Tetanus/diphtheria/pertussis (one vaccine)	\$50.00/each
Annual Flu vaccine	\$00.00/each

<u>*BLOOD VERIFICATION OF DISEASE</u>	<u>COST</u>
Chickenpox titer	\$25.00
Measles titer	\$20.00
Mumps titer	\$15.00
Rubella titer	\$15.00
Quantitative Hepatitis B antibody	\$15.00

Performed only for those with positive Tb skin tests:

*Chest x-ray (confirms no active Tb)	\$296.00
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*Costs are subject to market changes without prior notice.

An updated staff roster form the Contractor must be provided to the Manager of the Contract on a monthly, no exceptions basis.