



# University of Missouri (UM) Procurement

**BID REQUEST NO.: 22124**  
**TITLE: Isotonic Beverages**  
**ISSUE DATE: May 6, 2022**

**SOURCING CONTACT: Kristine Schrimpf**  
**PHONE NO.: 573-884-8797**  
**E-MAIL: [schrimpfkr@umsystem.edu](mailto:schrimpfkr@umsystem.edu)**

**BID DUE DATE: May 17, 2022 AT 3:00 PM CST**

**MAILING INSTRUCTIONS:** Bids must be submitted in a PDF format electronically via email to [schrimpfkr@umsystem.edu](mailto:schrimpfkr@umsystem.edu) with the subject line labeled and identified as RFB #22124. Please allow transmittal time to ensure your bid is received no later than the time stated above. The University assumes no responsibility for any bidder's on-time receipt of their bid response.

You are invited to submit a bid on the items or services specified. All bids must be made on this form and shall be subject to the terms and conditions included herein. Bidder offers and agrees to furnish and deliver the items or perform the services upon which prices are quoted herein. Any quotations sent to the University of Missouri prior to this request for bid are void and will not be considered.

The bidder agrees the language of this bid document shall govern in the event of a conflict with supplier's bid response. The bidder further agrees that upon receipt of an authorized purchase order from the University of Missouri or when a Notice of Award is signed and issued by an authorized official of the University of Missouri, a binding contract shall exist between the bidder and The Curators of the University of Missouri.

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

Kristine Schrimpf, Strategic Sourcing Specialist  
University of Missouri Procurement  
2910 LeMone Industrial Blvd.  
Columbia, MO 65201  
[schrimpfkr@umsystem.edu](mailto:schrimpfkr@umsystem.edu)

**All questions regarding the RFB must be received no later than May 11, 2022 at 2:00 PM CST.**

The University reserves the right to waive any informalities in Request for Bids and to reject any or all bids.

**AUTHORIZED BIDDER 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 bid.**

## **BID REQUEST AND BID CONDITIONS**

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

- 1.** No oral explanation regarding the meaning of the specifications will be made, and no oral interpretation will be given before the award of the contract. If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of any part of the specifications or any other proposed contract documents, they may submit to the University a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made by addendum duly issued or delivered to each person receiving a set of such documents. The University will not be responsible for any other explanation or interpretations of the proposed documents.
- 2.** The University reserves the right to reject any and all bids and to waive any informality in bids.
- 3.** Whenever the name of a manufacturer or vendor is mentioned herein and words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designation unless the context specifies "no substitution". University assumes that items bid as equal are equal. University reserves the right to return at the bidder's expense all items that are furnished which are not acceptable as equals to items specified by the Bid Request and Specifications, and supplier agrees to replace such items with satisfactory items at the original bid price.
- 4.** Unless it is so noted on the bid it will be deemed that the article furnished is that designated. If the supplier proposes to furnish an item of a different manufacturer or supplier other than the one specified on the face hereof, the manufacturer or supplier of the substituted items shall be noted and complete descriptive literature describing the items to be substituted must accompany the bid.
- 5.** All items bid shall be new unless otherwise specified by the University.
- 6.** Bidder agrees to unconditionally guarantee all items bid upon against defects in material and workmanship for a period of one year from the date of acceptance by the University unless otherwise specified.
- 7.** Materials and services furnished the University are not subject to either Federal Excise Taxes or the Missouri Sales Tax. Exemption certificates will be furnished on request.
- 8.** Prices quoted are to be firm and final, and prices shall be stated in units of quantity specified with packing and drayage charges included.
- 9.** Shipments shall be marked as directed on the Purchase Order.
- 10.** All deliveries shall be made FOB Destination with freight charges fully included and prepaid. C.O.D. shipments will not be accepted. The seller must pay and bear all freight charges.
- 11.** The University will not be responsible for articles or services furnished without a Purchase Order.
- 12.** Risk of loss or damage to the goods prior to the time of their receipt and acceptance by the University is upon the supplier.
- 13.** All invoices and correspondence shall show the Purchase Order Number. All invoices must contain full descriptive information on items or service furnished. Separate invoices shall be rendered for each order and forwarded to the University.
- 14.** Supplier agrees to defend, protect, and save the University harmless from all claims and actions arising out of patent infringement.
- 15.** University reserves the right to cancel all or any part of orders if shipment is not made as promised. Supplier shall notify the University if shipment cannot be made as promised. Time of proposed delivery must be stated in definite terms in the space provided.
- 16.** The bidder hereby guarantees that no article listed herein is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act or an article which may not, under the provisions of Federal Law, be introduced into interstate commerce.
- 17.** Samples, when required, are to be furnished prior to the date specified for receipt of bids.
- 18.** In case of any doubt or difference of opinion as to the items to be furnished hereunder or the quality thereof, the decision of the UM Chief Procurement Officer shall be final and binding upon both parties.
- 19.** The University reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the University. If a split award is not acceptable to a bidder, it must be stated in the bid response.

- 20.** In awarding the contract, the University may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders; the amount of other work being carried on by the bidder; the quality, efficiency, and construction of the equipment proposed to be furnished; the period of time within which the equipment is to be furnished and delivered; and the necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirement mentioned above may be cause for rejection of his bid.
- 21.** In the event time and materials are a portion of this bid, the University reserves the right to audit supplier's records concerning this bid.
- 22.** All items or services to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Standard. All alleged violations and deviations from said State and Federal regulations or standards of the items of services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bid. Or if at any later date the items or services contained herein shall not meet all applicable state and federal requirements after the bidder is awarded the contract hereunder, the bidder must notify UM Procurement immediately in writing.
- 23.** The University serves from time to time as 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.
- 24.** As required by Section 508 of the Rehabilitation Act (36 C.F.R., Pt. 1194) and other state and federal laws, the University requires that all products provide equivalent ease of use for individuals with disabilities as for non-disabled individuals. To fulfill this obligations, Bidder shall: (1) ensure that all products comply with the Web Content Accessibility Guidelines (WCAG); (2) provide the University with an Accessibility Conformance Report; (3) respond promptly to accessibility complaints or reported deficiencies at no cost to the University; and (4) indemnify and hold the University harmless in the event of any claims arising from inaccessibility.
- 25.** Bidder 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).
- 26.** If this bid involves health care services or products, the Bidder agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Bidder with regard to patients of the University. All services provided pursuant to this bid 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 Administration. Bidder represents that Bidder is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Bidder agrees to notify the University of any imposed exclusions or sanctions covered by this representation.
- 27.** If the contract resulting from this bid involves the acquisition of disposal of services, supplies, information technology, or construction and has a total potential value of \$100,000 or more, and if awarded 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.
- 28.** Any contract issued as a result of this RFB shall be construed according to the laws of the State of Missouri. Additionally, the awarded 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.
- 29.** 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.
- 30.** In connection with the furnishing of equipment, supplies, and/or services as a result of this bid, 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.

- 31.** Due to the changing nature of the COVID-19 pandemic, awarded 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.
- 32.** Suppliers shall refrain in offering any offers of gifts to the University and all University of Missouri employees in accordance with University of Missouri Policy, #26301, Suppliers.
- 33.** The University reserves the right, in its best interest as determined by the University, to cancel the contract by giving written notice to the Supplier thirty (30) days prior to the effective date of such cancellation.
- 34.** 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. No additional fees shall be charged for the use of University credit cards.
- 35.** The intended coverage of this RFB, and any contract 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 bid available to other public entities and higher education institutions. Extension of the terms and prices to any or all other higher education institutions and public entities is at the discretion of bidders and shall not be considered in the award of this bid. The bidder 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 supplier by such entities, nor will the University be responsible for contract administration other institutions.

**UNIVERSITY OF MISSOURI  
SPECIAL CONDITIONS & DETAILED SPECIFICATIONS**

University of Missouri Procurement is requesting bids for the furnishing and delivery of **Isotonic Beverages** for University of Missouri – Columbia Athletic Department (Mizzou).

All quantities are estimated based upon anticipated needs. The University reserves the right to order more or less as needed. Instructions for ordering will be provided at time of notice of award and/or issuance of purchase order.

## **1. 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). Mizzou desires to partner with a nationally recognized supplier to provide isotonic beverages for Mizzou athletic functions and facilities, including the Intercollegiate Athletic Dining Hall.

This agreement will be exclusive to the Intercollegiate Athletic Department of the University of Missouri – Columbia, including but not limited to, Mizzou Arena, Memorial Stadium, Hearnes Center, Amphitheatre at Mizzou, Simmons Field, Walton Stadium, University Field, Green Tennis Center, training facilities, and locker rooms, and any other buildings, facilities or grounds which may be acquired or constructed during the term of this agreement and which are operated by or in conjunction with the Intercollegiate Athletic Operations. The AL Gustin Golf Course and the Student Recreation Center are not considered University of Missouri-Columbia Intercollegiate Athletic facilities, except when officially sanctioned athletic functions are held in these locations.

The objective of the partnership is to increase existing and generate additional revenue streams for the University. This will be accomplished by establishing a long-term relationship with a supplier that will be mutually beneficial to both parties. Opportunities to meet these objectives are available by establishing competitive prices for products, and supplier promotions in the form of athletic sponsorship and signage opportunities. The purpose of this Request for Bid is to establish a strategic alliance with a full-line nationally recognized supplier who can supply all the product categories list in this bid.

## **2. Definitions**

- "Athletic Facilities" means any University of Missouri-Columbia Intercollegiate Athletic Facility, including but not limited to Mizzou Arena, Memorial Stadium, Heanes Center, Amphitheater at Mizzou, Simmons Field, Walton Stadium, Green Tennis Center, training facilities, and locker rooms, and any and all other buildings, facilities, or grounds 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. The AL Gustin Golf Course and the Student Recreation Center are not considered University of Missouri-Columbia Intercollegiate Athletic facilities, except when officially sanctioned athletic functions are held in these locations.
  
- "Permitted Exceptions" would include any defined beverage categories that cannot be supplied by the Contractor or alternate requirements of other sponsored events as detailed in paragraph H below. Additionally, competitive product(s) may be allowed when an entertainer who has

contractually agreed to perform at one of the University Athletic facilities has requested such competitive product(s) for personal consumption. The University will follow SEC and/or NCAA guidelines with regards to visiting teams that may be contractually bound to a competitive beverage company.

### **3. Other Sponsored Events**

On occasion, the University may enter into an agreement to host an event, performance, or exhibition in a Mizzou Athletic facility, that is part of a national, regional or statewide tour, and such tour may be sponsored in whole or in part by a competitive beverage. In such cases, it will not be a violation of this Exclusive Beverage Agreement for the event, performance, or exhibition to acknowledge the sponsorship of a competitive beverage and the University. Likewise, other non-Athletic, University related activities, may be held in a Mizzou Athletic facility, (such as, but not limited to, Missouri High School Athletic Association Activities, Show-Me State Games, Special Olympics, etc.). In such cases, it will not be a violation of this Exclusive Beverage Agreement for these events to acknowledge the sponsorship of a competitive beverage.

### **4. Strategic Marketing Benefits**

As a partner of the University, the following amenities will be offered to the vendor.

- Tickets and Parking Passes
  - Four (4) season tickets for all Missouri home football games, including four (4) season tickets in premium location.
  - One (1) reserved parking pass for all Missouri home football games.
  - Four (4) season tickets for all Missouri home men's basketball games.
  - One (1) reserved parking pass for all Missouri home men's basketball games.
  - The option to purchase four (4) tickets to any post season games, including conference championship, bowl game or NCAA tournament in which Missouri participates.
- Social Media
  - Mutually agreed upon social media content campaign for isotonic beverages on Missouri social channels.

### **5. Isotonic Beverage Requirements**

#### Equipment

1. "Branded" sideline equipment (including, but not limited to, coolers, logo cups, squeeze bottle, carts, towels, etc.) must be supplied, installed and maintained by the Supplier, at no cost to the University. A non-inclusive list of existing equipment is included as Exhibit C.
2. Supplier shall work with the Athletic Training Staff to assess the needs of the training facilities for product dispensing equipment (visi-coolers, etc.) and will provide such equipment as needed, in mutually agreed upon locations.
3. All equipment must be new, or refurbished like new, state-of-the-art, and remain in that condition throughout the life of the contract.

#### Isotonic Packaged Products

1. The beverage Supplier will be required to provide its complete line of isotonic products including, but not limited to, individual packaged, pre-packaged and bulk products.
2. If and when the Supplier enters into new beverage categories, produces new beverage products, or makes changes to existing products, the University and Supplier will decide whether those products will be sold in Athletic facilities during the term of the agreement.

### Pricing

Pricing for each year of the contract, a year period beginning July 1 of the second year, shall be determined by using the US Department of Labor, US City Average, Consumer Price Index (CPI) - All Urban Consumers; Item: Food and Beverages category for the month of April. 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 Supplier is not required to raise prices; however, no price increase shall exceed the annual CPI increase. If there is an adjustment in pricing the Supplier must notify the University by June 1 for prices that will take effect on July 1.

### Delivery

Delivery Procedures - 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. The Supplier's delivery person will deliver and off-load all products to an area designated by each ordering unit. At no time may product be left unattended outside, on delivery docks, or in any unsecured area. The Supplier is responsible for any needed equipment to complete this process. 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. 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. Prospective Supplier shall outline in their bid their delivery and ordering process. Bidders are asked to include a page with the additional information and clearly identify it by referencing the associated section number.

### Guarantee

The Supplier shall guarantee the freshness and wholesomeness of all delivered products. All products need to be clearly, and individually, stamped with a code for date of consumption and/or expiration. 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

The Supplier shall make no substitutions without the approval of a representative from the ordering unit. The Supplier's delivery personnel shall communicate any shortages or substitutions to the ordering unit's personnel at the time of delivery, and indicate such shortages or substitutions on the respective invoice. If the Supplier is aware of any issues, such as production problems in a certain line that would cause shortages, they shall notify the University operation so they can make any necessary adjustments. Additionally, the Supplier shall inform the University of the anticipated delivery date of products reported as out of stock.

## **6. Usage Analysis**

See Excel Spreadsheet 22124 Isotonic Beverage Pricing for usage data.



## 7. Award

The award will be based on lowest bid meeting all specifications. The University reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the University.

**Note:** The University of Missouri reserves the right to negotiate best and final terms with the bidder selected.

## 8. Contract Term

This agreement shall be a three (3) year agreement, commencing on July 1, 2022 and terminating on June 30, 2025.

Each bidder 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 bids.

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.

## 9. 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.

## 10. Minimum equipment donation requirements

The following equipment is required to be furnished to Mizzou, as part of this agreement.

Quantity	Description	Location	Yearly OR 1 Time Delivery
4	Additional Sports Drink/water fountain dispenser w/ ice maker	Hearnes - Brand New BSB - Replacement BKB - Replacement	1 Time 1 Time 1 Time
500	Logo Squeeze bottles	MATC hallway - Replacement	1 Time
1	Large Logo Refrigerator	Sports Medicine	Yearly
1	Full Gameday Setup FB	MATC weight room	1 Time
1	Full Gameday Setup MBB/WBB	SEZ	Yearly
1	Customary Reasonable Yearly equipment needs	Arena	Yearly
1	60 qt Handle Rolling Coolers	SEZ	Yearly
10		SEZ	1 Time

**SPONSORSHIP AND PRICING:**

For the exclusive promotional rights and exclusive product availability at all Athletic facilities as defined in this bid for Isotonic Beverages, and other rights herein, Supplier agrees to provide the University \$225,000 in compensation and a minimum of \$450,000 of product, at the bid price, of the University's choice to be used throughout each athletic year for all products the Supplier carries or will carry throughout the life of the agreement.

Please state the amount of product credit offered:	\$450,000
Please state the amount of cash offered:	\$225,000
Annual installments	
Year 1	\$150,000 (Product) & \$75,000 (Cash)
Year 2	\$150,000 (Product) & \$75,000 (Cash)
Year 3	\$150,000 (Product) & \$75,000 (Cash)

Complete Excel Spreadsheet – Isotonic 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:

\_\_\_\_\_

**BY CHECKING THIS BOX THE BIDDER ACKNOWLEDGES ALL SPECIFICATIONS CAN BE MET AND ALL REQUESTED INFORMATION PERTAINING TO QUALIFICATIONS IS ACCURATE.**

**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 Minority and Diverse Owned companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms of the contract: Direct and Indirect.

- 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:
  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 Minority and Diverse owned Dollars \$: \$ 400,000
  5. University % Attributable Revenue: 1% (#4 divided by #2)

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

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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 Minority 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](mailto:vestt@umsystem.edu).

**ATTACHMENT B  
SUPPLIER REGISTRATION INFORMATION**

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

SMALL BUSINESS CONCERN:  Yes  No

NOTE: 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

NOTE: 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

NOTE: 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.

Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh

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.

Black - A U.S. citizen having origins in any of the Black racial groups of Africa.

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.

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.

VETERAN BUSINESS ENTERPRISE  Yes  No

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE  Yes  No

NOTE: 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.

MISSOURI FIRM:  Yes  No

NOTE: 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.

**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 Form: \_\_\_\_\_

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