Truman State University
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http://www.truman.edu/businessoffice/purchasing/

REQUEST FOR PROPOSAL (RFP) – DECEMBER 16, 2021
PROJECT SP23-02 EXCLUSIVE CONCESSIONS BEVERAGE POURING RIGHTS FOR SPECIFIC ATHLETIC EVENTS

Submittals from minority, women and disadvantaged business enterprises are encouraged.

SUBMITTAL DEADLINE	SUBMIT
2:00 P.M. Central Time Thursday, January 20, 2022	One (1) Electronic copy via Email or Thumb Drive
DELIVERY BY MAIL	**DELIVERY BY HAND**
Truman State University Attn: Laura Thrasher 106 McClain Hall 100 E. Normal Ave. Kirksville, MO 63501	Truman State University Purchasing Department 106 McClain Hall Kirksville, MO 63501

Truman State University (Truman) is requesting proposals from qualified Vendors to provide beverage product in concession areas during specific athletic events held at Truman. Proposals are to be delivered to Truman's Purchasing Department until 2:00 PM CT, January 20, 2022, at which time the names of those Vendors submitting proposals will be read aloud. No other public disclosure will be made until after an award of the contract.

RFP documents are available at http://businessoffice.truman.edu/purchasing/bids/OpenBids.asp. A notification of intent to respond to this RFP is located immediately below. This form is required if you plan to submit a proposal and wish to receive any (1) RFP addenda and (2) answers to questions regarding the RFP. Please complete and submit this form prior to the submittal deadline as shown on the Request for Proposals document. This page is not part of the RFP package and must be submitted to notify Truman of your interest in this project and to notify your organization of any addenda. These addenda are issued if there is a change to the specifications or closing date/time of the request.

INTENT TO RESPOND STATEMENT

____ YES Our organization plans to submit a response to this solicitation for proposals:

NO RESPONSE STATEMENT

_____NO Our organization is not submitting a response for the following reason(s):

- ☐ Do not offer this commodity or equivalent
- ☐ Schedule would not permit us to perform
- ☐ The project is too small
- ☐ The project is too large
- ☐ Insufficient time to respond
- ☐ Cannot meet delivery requirements
- ☐ Licensing restrictions (please explain)
- ☐ Other reasons

Name of Organization: _____

Contact Name: _____

Contact Address: _____

_____

Contact Phone Number: _____

Contact Email Address: _____

Background and Introduction

Truman is a selective four year public university designated as Missouri's only statewide liberal arts and sciences institution. Truman's mission includes providing high quality undergraduate and graduate programs for approximately 4000 students. Truman's Carnegie Classification is Master's Colleges and Universities (medium programs) and Truman offers 48 baccalaureate degree programs and 10 master's degree programs. Truman is accredited by North Central Association of Colleges and Schools and The Higher Learning Commission.

Truman is seeking the services of a Vendor to provide beverage products in concession areas during specific athletic events. Truman's specific athletic events will consist of football, men and women's basketball, men and women's soccer, men's and women's track, baseball, softball, and volleyball. Truman also currently hosts the high school basketball playoffs consisting of two events per year. Exhibit A outlines Truman's home athletic events.

Delta Sigma Pi professional fraternity currently holds the concession service contract for Truman athletic events. This group is responsible for the operation of the concessions facilities. Exhibit B outlines product usage history since 2018.

Scope of Project

Truman seeks to establish a contract for exclusive beverage pouring rights in concession areas during specific athletic events. The scope of this contract excludes the operations of any and all vending machines located on Truman's campus. The selected Vendor will be responsible for the following:

1. The Vendor will provide pricing for carbonated and non-carbonated beverages intended for resale through concessions at specific athletic events. The Vendor will provide pricing for 20 oz. plastic bottled products. Products offered will be for carbonated and non-carbonated non-alcoholic beverages and may include soda, sports drinks and water. Vendors should provide a list of beverage varieties that will be offered.
2. The Vendor will be required to provide glass door merchandisers with locking mechanisms for storage and serving of 20 oz. plastic bottled products for each concession area. All units must be in good working order and remain in that condition throughout the term of the contract. Glass door merchandisers must be of an appropriate size and capacity for the concession areas are located in Pershing Arena and Stokes Stadium. Merchandiser units must be able to accommodate the projected sales of any specific athletic event held in both locations. See Exhibit B for historical product usage.
3. Truman's concessions contractor will purchase all beverage products, except the equipment referred to in item 2 immediately above. Delivery of products will be coordinated with Truman's concessions contractor.
4. Truman will be responsible for providing the utilities to operate all equipment provided by the selected Vendor. Equipment maintenance and repair will be the sole responsibility of the selected Vendor, and all equipment issues will be remedied within 24 hours of Truman's notification to the Vendor.

Examination of Premises

Before submitting a response for this RFP, each Vendor should examine the respective concession sites and satisfy themselves as to the existing conditions under which they will be obligated to operate. This includes verifying measurements for location of the glass door merchandisers or visi-coolers in each concession area. A site inspection may be scheduled between 10:00 AM to 3:00 PM on normal business days when the campus is open. Appointments can be scheduled by contacting Jerry Wollmering, Athletic Director, at (660) 341-8933. All information is provided only for the assistance of the Vendors and does not alleviate the Vendor from thoroughly examining the site conditions. Failure of the Vendor to review the site will not excuse the selected Vendor from performing the work as specified.

Sponsorship

The selected Vendor will be granted scoreboard signage. As part of this agreement, signage placement opportunities will be available for the selected Vendor to display its logo, name, and/or advertising message. The selected Vendor may provide up to three-color artwork. Truman will review and approve all artwork, and Truman reserves the right to reject any artwork it finds unacceptable or offensive. An opportunity to the following signage areas include:

1. One permanent panel on the football scoreboard at Stokes Stadium measuring 3 feet high by 6 feet wide. Two additional panels will be made available to other sponsors (non-beverage).
2. Rotating signage on LED Video Board on south end and LED scorer's table. Additional signage will be made available to other sponsors (non-beverage).
3. One permanent panel on each of the north and south end scoreboards in Pershing Arena. Each panel measures 20" high by 22" wide. Two additional panels on each end will be made available to other sponsors (non-beverage).
4. One permanent panel on the baseball scoreboard measuring 2 feet high by 8 feet wide. One additional panel will be made available to another sponsor (non-beverage).
5. One permanent panel on the softball scoreboard measuring 2 feet high by 8 feet wide. One additional panel will be made available to another sponsor (non-beverage).

As a sponsor, the contracted Vendor will receive the following:

1. Twelve season tickets for all home football and basketball games.
2. Six parking passes in the Stokes Stadium lot for home football games.
3. Limited public announcement recognition during all home games.
4. Sponsor recognition on Truman's athletic website.

Exclusivity

Truman recognizes the benefit of extending an exclusive beverage pouring rights for certain athletic events contract to a single prospective Vendor. In consideration of this exclusive commitment, Truman requests appropriate compensation. Vendors will provide proposed annual payment schedule for this exclusive right.

Vendor Qualifications

Vendors responding to this RFP must be primarily engaged in the beverage services business for a period of not less than two years. No contract will be awarded except to a responsible Vendor capable of performing the class of services outlined in this RFP. Truman reserves the right to inspect the Vendor's facility as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of this contract.

Vendors will submit with their proposal at least three professional references from current commercial customers. References from educational institutions are preferred, although other business references will be considered. The references will be submitted on company letterhead and will contain the following information:

1. Company Name/Address
2. Contracting Officer/Telephone Number
3. Description and Duration of Service Provided

Failure to provide references may be cause for rejection of a Vendor's proposal. Truman reserves the right to communicate with all references and will consider their response in awarding a contract.

Evaluation Process/Award of Contract

Truman's selection committee will first determine if a proposal satisfies the requirements stated in this RFP. The award of contract will be based on the best proposal response received in accordance (1) beverage pricing (2) sponsorship payments and (3) experience / professional references.

It is the Vendor's responsibility to make sure all proposals are adequately described. Truman reserves the right to reject any proposal that is unclear or undefined. The Vendor understands that services may only commence upon acceptance of a Purchase Order/Contract from Truman. The contract will be construed under the laws of the State of Missouri. The selected Vendor will not assign the contract, or any portion thereof, except with Truman's written permission.

Truman reserves the right to consider historic information and fact, whether gained from the Vendor's proposal response, question and answer conferences, references, or any other source, in the evaluation process. The final determination of award will be made by Truman. Pursuant to Section 610.021 RSMo, proposals and related documents will not be available for public review until after a contract is executed or all proposals are rejected. Any proposal award protest must be received within 20 days after the date of award.

Contract Term

The term of this agreement will be for five (5) years beginning July 1, 2022 and ending August 31, 2027. The agreement will become effective after approval and proper execution of contract documents. Truman and the selected Vendor will mutually agree to review and adjust the product pricing on an annual basis beginning with the second year of the contract.

Either party may terminate the contract without cause by giving 90 days written notice to the other party. Failure on the part of the selected Vendor to fulfill contractual obligations will be considered just cause for termination of the contract. When the selected Vendor has not performed, or has unsatisfactorily performed, Truman may terminate the contract for default with 30 days written notice.

Responsibility and Indemnity

1. The contracted Vendor will be required to indemnify and hold Truman harmless against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person, arising out of or attributable to the Vendor's performance of the awarded contract.
2. Any equipment provided by the selected Vendor under this contract will remain at the Vendor's risk. The Vendor will replace, at their expense, all equipment damaged or destroyed by any cause whatsoever.
3. The selected Vendor will carry commercial liability insurance in an amount not less than $1,000,000 per occurrence and $3,000,000 in aggregate. The selected Vendor will provide certificates of insurance prior to the commencement of the project naming Truman State University as a certificate holder.

General Requirements

1. The selected Vendor, and all subcontracted Vendors, doing business with Truman must agree not to discriminate on the basis of race, color, religion, national origin, sex, disability or veteran status. If discrimination by the selected Vendor or subcontracted Vendor is found to exist, Truman will take appropriate action which may include, but not be limited to, cancellation of the contract, removal from all Respondents' lists until corrective action is made and ensured, and referral to the Attorney General's Office.
2. Buy American – Domestics Products Procurement Act. The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of $25,000 or more, the goods or commodities purchased by any public agency or used or supplied in the construction, alteration, repair, or maintenance of any public works must be manufactured or produced in the United States unless such purchase would

increase the cost of the contract by more than ten percent (10%) or would contravene any existing treaty, law, agreement, or regulation of the United Stated. As defined in 34.350 RSMo, United States means the United State of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. In order to receive preference for providing products, which meet the requirements outlined in the Missouri Domestic Products Procurement Act, the bidder must complete, sign and return the form provided with this packet with their bid. If this form is not completed, signed, and returned, the items bid will not be considered to meet the requirements for preference.

3. Executive Order 03-27: Executive Order 03-27 states Missouri state government agencies will purchase a Missouri product unless it is determined that the value (including, but not limited to price, performance and quality) of the Missouri product does not meet the needs of the user. In assessing value, Truman may consider the economic impact to the State of Missouri for Missouri products versus the economic impact of products generated from out of state. This economic impact may include the revenues returned to the state through tax revenue obligations. In addition to the above, Vendors must provide the following information:

   a) A description of the proposed services that will be performed and /or the proposed products that will be provided by Missourians and/or Missouri products.
   b) A description of the economic impact returned to the State of Missouri through tax revenue obligations.
   c) A description of the Vendor's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other including Missouri employee statistics).
   d) If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the Vendor must disclose such fact and provide details with their proposal.
   e) MBE/WBE Certification. In accordance with Executive Order 98-21, Vendors are encouraged and may be required per the RFP to utilize certified minority and women-owned business in selecting other appropriate resources. Executive Order 98-21 directs state agencies to increase the participation of certified minority business enterprises (MBE) and women business enterprises (WBE) in state procurements. MBE/WBE certification by the State of Missouri, Office of Administration, and Office of Equal Opportunity is required to be considered an eligible MBE/WBE in meeting participation goals. If you qualify as a MBE or a WBE as defined in 37.020 RSMo, please mark the appropriate blank below. To obtain an application for certification, go to the https://oeo.mo.gov/.

   _____ MBE _____ WBE _____ Both

   In the evaluation of proposals, preferences will be applied in accordance with Chapter 34 RSMo. Vendors should apply the same preferences in selecting other appropriate resources. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preferences will be given when quality is equal or better and delivered price is the same or less.

TRUMAN STATE UNIVERSITY PROPOSAL CERTIFICATION

Vendor certifies it is authorized to obligate the represented Vendor and further agrees with all terms, conditions, and requirements of the Truman's request for proposal. Vendor further certifies the responses and resulting proposal to Truman's request for proposal are true and accurate. In submitting a response to Truman's request for proposal, the Vendor understands:

(1) That Truman retains the right to reject any and all proposals and to waive irregularities and informalities therein, and to award the contract in the best interests of Truman.

(2) Truman will first determine if a proposal satisfies the mandatory requirements stated in this request for proposal

(3) The award will be based on the best proposal. Truman will consider all available information including, but not limited to, a Vendor's qualifications, reputation, financial position, references, available equipment, etc., when determining the best proposal.

(4) It is also understood that proposals may not be withdrawn for a period of 60 days after the date and time set for the receipt of proposals.

The Vendor hereby affirms:

(1) That I am the Vendor (if the Vendor is an individual), a partner in the Vendor (if the Vendor is a partnership), or an officer or employee of the Vendor having authority to sign on its behalf (if the Vendor is a corporation);

(2) That the proposal has been arrived at by the Vendor independently, and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the request for proposal designed to limit independent proposals or competition;

(3) That the Vendor has fully informed itself regarding the accuracy of the statements made in their response.

(4) The Vendor certifies that it (check one) _____ IS or _____ IS NOT currently debarred, suspended, or proposed for debarment by any federal or state entity. The Vendor agrees to notify Truman of changes to this status, until an award has been made under this procurement action.

In compliance with this request for proposal, Project SP23-02 Exclusive Concessions Beverage Pouring Rights for Specific Athletic Events, and after reviewing all the terms, conditions, and requirements contained therein, the Vendor agrees to furnish such services in accordance with the specifications.

_____	_____
Authorized Signature	Date
_____	_____
Print Name	Title
_____	_____
Company	Federal Tax ID No.
_____	_____
Address	Telephone Number

Exhibit A

Truman State University Athletics
2021-2022 Athletic Events

Sport	Number of Events	Time Frame
Football	5 - 6 Games	September - November
Volleyball	9 - 10 Matches	September - November
Soccer	9 - 11 Matches 7 Conference Matches - Men's/Women's Doubleheaders 1 - 2 Men's Only 1 - 2 Women's Only	September - November
Basketball	12 - 15 Games 9 Conference Games - Men's/Women's Doubleheaders 2 - 3 Men's Only 2 - 3 Women's Only	November - February
Baseball	10 - 13 Games	March - April
Softball	9 - 12 Games	March - April
Track & Field	1 Meet	
	High School Events	
District Basketball	1 - 2 Postseason Games	
Track	1 High School Meet	

Exhibit B

Product Purchase History

20 oz Bottles (Cabonated Beverages)

	Jan	Feb	Mar	Mar Returns	Apr	Apr Returns	May	May Returns	Jun	Jul	Aug	Sept	Oct	Nov	Nov Returns	Dec	Dec Returns	TOTAL
2018	1	19	7		10			-8			70	43	2			14	-14	144
2019	16		8		10		7	-12			18	93	34			16	-104	86
2020	15	13	4	-3														29
2021												93	41	6	-56			84

Unit is per 24 bottle cases / 20 oz per bottle

20 oz Bottles (Sports Drinks)

	Jan	Feb	Mar	Mar Returns	Apr	Apr Returns	May	May Returns	Jun	Jul	Aug	Sept	Oct	Nov	Nov Returns	Dec	Dec Returns	TOTAL
2018	2	6	2		7			-6			21	14		1		6	-7	46
2019	7		3		4		4	-4			6	29	2			2	-31	22
2020	34	19	2	-25		-2												28
2021												42	6	2	-12			38

Unit is per 24 bottle cases / 20 oz per bottle

20 oz Bottles (Water)

	Jan	Feb	Mar	Mar Returns	Apr	Apr Returns	May	May Returns	Jun	Jul	Aug	Sept	Oct	Nov	Nov Returns	Dec	Dec Returns	TOTAL
2018		15	4		2			-2			26	17	8	8		8	-1	85
2019	8		1		6			-1			3	21	26			8	-8	64
2020	10	11	1															22
2021												38	27	9	-18			56

Unit is per 24 bottle cases / 20 oz per bottle

Exhibit B - Cont.

Product Usage History* *Per program used for sales

20 oz Bottles (Carbonated and Sports Drinks)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	TOTAL	TOTAL BTLS
2018	0.7083	5.375	0	0	0	0	0	2.375	20	34.333	27.4583	13.5833	103.8329	2491.99
2019	30.3333	10.125	12.125	13.083	3.833	0	0	0	45.4167	31.5	16.9167	3	166.3327	3991.985
2020	24.2083	27.0417	0	0	0	0	0	0	0	0	0	0	51.25	1230
2021	0	0	0	0	0	0	0	0	11.208	49.4167	6.9167		67.5414	1620.994
Unit is per 24 bottle cases / 20 oz per bottle														

20 oz Bottles (Water)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	TOTAL	TOTAL BTLS
2018	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2019	0	0	0	0	1.875	0	0	0	23.5417	11.4167	4.333	1.4167	42.5831	1021.994
2020	10.833	12.833	0	0	0	0	0	0	0	0	0	0	23.666	567.984
2021	0	0	0	0	0	0	0	0	10.29167	33.5833	2.333		46.20797	1108.991
Unit is per 24 bottle cases / 20 oz per bottle														

Jan 2018 - April 2019 water is included in drinks calculations. In May 2019, we added Water as a new item.

PROPOSAL PRICING PAGE

EXCLUSIVE CONCESSIONS BEVERAGE POURING RIGHTS SERVICES FORSPECIFIC ATHLETIC EVENTS PROJECT NO. SP23-02

We, the undersigned, agree to furnish and deliver the above titled services in accordance with the specifications issued for same, and subject to all terms, conditions and requirements provided therein, and in the various RFP documents, at the following prices:

Product Pricing

1. Price per case for 20 oz. Bottled Product:
   24/case

   Carbonated Beverages $_____
   List variety of 20 oz bottled product to be offered: _____
   _____

   Sports Drinks $_____
   List variety of 20 oz bottled product to be offered: _____
   _____

   Bottled Water $_____
   List variety of 20 oz bottled product to be offered: _____
   _____

2. The selected vendor shall be required to provide glass door merchandisers with locking mechanisms for storage and serving of 20 oz bottled product for each concession area.
   List number of units per location, model number(s) and capacity of each unit:

Location	Number of Units	Model Number	Capacity
Pershing Arena	_____	_____	_____
Stokes Stadium	_____	_____	_____

Sponsorship

The selected vendor will pay Truman State University the amount of _____
_____($_____)

DOLLARS per year for the exclusive right to promote its sponsorship on the signage as outlined in the RFP documents and for this exclusive concessions beverage pouring rights services for specific athletic events.
Annual payments for the sponsorship rights will be made as follows:
_____
_____

_____
Vendor Name

_____
Address

_____

_____
City/State/Zip

_____ _____
Telephone Number/Fax Number Federal Tax Identification No.

_____ _____
Authorized Signature Date

_____
Print Name/Title