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REQUEST FOR PROPOSALS (RFP) – September 12, 2023

PROJECT SP24-02 CAMPUS FOOD SERVICES

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

SUBMITTAL DEADLINE 2:00pm Central Time Tuesday, November 28, 2023	SUBMIT One (1) electronic copy via thumb drive or email to lthrasher@truman.edu and/or sjones@truman.edu
DELIVERY BY MAIL Truman State University Attn: Laura Thrasher and Sarah Jones 100 East Normal Ave Kirksville, MO 63501	DELIVERY BY HAND Truman State University Purchasing Department 106 McClain Hall (corner of Franklin and Normal)

Truman State University (Truman) is requesting proposals from qualified contractors to provide campus food services. Proposals are to be delivered to the Purchasing Department at Truman until 2:00 PM CT, November 28, 2023, at which time the names of those contractors 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 page must be submitted to notify Truman of your interest in this project and your plan to submit a proposal. This form is also required if you wish to receive (1) answers to questions regarding the RFP and (2) any RFP addenda. RFP addenda will be issued if there is a change to the specifications or closing date/time of this RFP.

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):

- | | |
|--|--|
| <input type="checkbox"/> Do not offer this commodity or equivalent | <input type="checkbox"/> Insufficient time to respond |
| <input type="checkbox"/> Schedule would not permit us to perform | <input type="checkbox"/> Cannot meet delivery requirements |
| <input type="checkbox"/> The project is too small | <input type="checkbox"/> Licensing restrictions (please explain) |
| <input type="checkbox"/> The project is too large | <input type="checkbox"/> Other reasons |

Name of Organization: _____

Contact Name: _____

Contact Address: _____

Contact Phone Number: _____

Contact Email Address: _____

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PART I – GENERAL INFORMATION

A. Overview

Founded in 1867, Truman is Missouri’s selective public liberal arts and sciences university. Truman offers 48 bachelor degree programs, 11 master degree programs, 68 minor degree programs and 4 certificate programs. Truman is accredited by North Central Association of Colleges and Schools and The Higher Learning Commission. Truman has been recognized as the number one Midwest Regional public university in U.S. News & World Report’s "Best Colleges" publication for 25 consecutive years.

Truman primarily serves full-time undergraduate degree seeking students in a residential environment. Over 85% are Missouri residents with the balance coming from other states and countries. Truman’s academic profile reflects talented scholars with 24 to 30 mid-range ACT composite scores, a high school grade point average of 3.75 and impressive extracurricular records. Over 90% of new freshmen graduated with a 3.25 grade point average and more than 75% ranked in the top 20% of their high school graduating class. In addition to being known as scholars, Truman students and alumni are known as contributors in their communities, creative problem solvers and goal-oriented professionals. More information about Truman is available at the following website: www.truman.edu.

Truman is soliciting proposals from qualified contractors to provide food services at Truman’s campus in Kirksville, Missouri. Current food service dining operations include two (2) residential dining facilities, one (1) centralized retail food court with multiple dining options, one (1) retail outlet in Truman’s library and two (2) convenience stores. The current locations provide various food service options for residential and commuting students, faculty and staff, and catering services for both institutional and external customers. Truman serves approximately 3,500 students, employs nearly 600 people and hosts over 100 constituent groups – including student organizations, alumni and retirees, and various community partners. Truman’s campus currently houses approximately 1,300 students in residential facilities. Over the last three fiscal years, the food services operation generated an average of \$5.8M in annual revenue.

The successful contractor will provide a food service operation where quality of service and operational efficiency are the primary considerations. In addition, a reasonable financial return to Truman will be required to provide appropriate maintenance and enhancement of equipment, facilities and campus programs. The successful proposal will illustrate how the contractor will enable Truman to meet the following goals:

- Provide exceptional dining experiences that promote student engagement and success.
- Provide flexible meal plans that offer diverse dining experiences.
- Provide catering that satisfies a broad range of client needs.
- Ensure high levels of satisfaction of Truman’s students, faculty, staff and guests.
- Improve campus food service volume, increase student retention and encourage on-campus residency.

Truman believes dining services are an integral part of the institution. Recognizing that a successful food services operation is dependent on an effective contractor relationship, Truman will work closely with the selected contractor to develop a program that meets the needs of Truman students, faculty, staff and guests. Since 1993, Truman has contracted with Sodexo Management, Inc. for its food service operations. The current contract with Sodexo Management Inc. expires May 15, 2024.

B. Truman’s Role in the Campus Food Services Operation

1. Truman will collect board charges and reimburse the contractor by a method and schedule agreed to by both parties.

2. Truman will provide the service areas indicated in Exhibit A: Food Service Locations at no charge to the contractor.
3. Truman will allow the contractor to use its telephone system as required to conduct food service operations on campus. Any contractor requests for additional lines and/or telephone equipment must be approved by Truman.
4. Truman will provide reasonable use of the campus mailroom. The contractor will reimburse Truman for postage.
5. Truman will be responsible for providing electricity, gas, water, sewer service and heating/air conditioning for the food service operations. Truman will not guarantee an uninterrupted supply of water, steam, electricity, gas, heat and/or air conditioning. However, Truman will be diligent in restoring service following an interruption. Truman will not be liable for any product loss which may result from the interruption or failure of any such utility services.
6. Truman will provide ample campus parking for the contractor's employees.
7. Truman will be responsible for assuring the proper operation of any fire alarm systems and equipment located in the food service facilities. Truman will furnish and maintain fire extinguishers.
8. Truman will provide security personnel, equipment and facility access in a manner judged sufficient by Truman to ensure safety.
9. Truman will be responsible for the cleaning, maintenance and repair of the following items:
 - a. Structural Repairs
 - b. Electrical (including light fixtures and existing utility connections)
 - c. Mechanicals (including heating, air conditioning, plumbing and elevators)
 - d. Hood vents, plenums, and related vents and fans
 - e. Painting and carpentry
10. Housekeeping Services. Truman will provide the following housekeeping services to the contractor:
 - a. Removal of trash from the designated collection site and the cost of said removal
 - b. Cleaning of restrooms and corridors adjacent to food service areas
 - c. Cleaning of walls, ceilings, and corridors adjacent to dining and retail operations.
 - d. Deep cleaning of cafeteria floors (not routine sweeping and mopping).
 - e. Set-up and removal of furniture for special functions and catered events held on Truman's campus.
11. Truman will be responsible for all insect and pest control costs in assigned food service areas. A schedule of frequency of pest control services will be provided to the contractor upon request.
12. Truman will be responsible for providing an initial level of small-ware deemed adequate by Truman to support the food service operation. Generally, small-ware will consist of the following items: glassware, flatware, dinnerware, pots and pans, table top items, food preparation utensils and tools, storage supplies, service items and small appliances. At the beginning of the contractual agreement, Truman and the contractor will conduct a joint physical verification of the then current small-ware inventory. At that time, Truman will determine the extent of the required replacements, and Truman will be responsible for purchasing replacement items. At the conclusion of each academic year during the term of the contractual agreement, Truman and the contractor will conduct a joint inspection of the small-ware inventory. Truman will be responsible for replacing any small-ware required to bring the inventory back to its initial level, regardless of the cause for the required replacement. Upon termination or expiration of the contractual agreement, Truman and the contractor will conduct a joint inspection of the small-ware inventory. Truman will retain ownership of the remaining small-ware inventory.
13. Truman will be responsible for providing an initial level of non-expendable food service equipment deemed adequate by Truman to support the food service operation. At the beginning of the contractual agreement, Truman and the contractor will conduct a joint physical verification of all non-expendable food service equipment. If it is determined by both parties that additional non-expendable equipment is required to support the proposed food service operation, then Truman at its discretion may purchase additional equipment. Additional non-expendable equipment or replacement equipment will be acquired in accordance with Truman's policies and procedures. Truman will not be held financially responsible for any non-expendable equipment purchased by the contractor without Truman's written authorization. At the conclusion of each academic year, Truman and the contractor will conduct a joint inspection of all non-expendable food service equipment. Additional non-expendable equipment or replacement equipment as determined by both parties will be purchased by Truman. Upon termination or expiration of the contractual agreement, Truman and the contractor will conduct a joint inspection of non-expendable equipment. Truman will retain ownership of all nonexpendable food service equipment, and non-expendable food service equipment will not be removed from Truman's campus without Truman's prior written approval.
14. Truman will maintain property insurance coverage on campus food service facilities owned by Truman.

PART II – SPECIFICATIONS AND CONTRACTOR REQUIREMENTS

This RFP contains specific information that must be addressed in the contractor's proposal response. These specifications will ensure the contractor furnishes the highest quality personnel, products, and service to Truman's campus community. This RFP, and any subsequent addenda, constitute the complete set of specification and contractor requirements. Any and all communications regarding specifications and requirements should be directed to Truman's buyer referenced in this RFP. It is the contractor's responsibility to ensure any request for information is received by Truman's buyer.

Unless specifically stated in the RFP, all specifications constitute minimum requirements. All proposals must meet or exceed the stated specifications or requirements. Unless specifically stated and allowed, all pricing submitted in response to this RFP is firm and fixed. The contractor should outline a scope of services (submit as Exhibit B: Contractor Prepared Proposal) to meet the following minimum service requirements. Contractors may also propose options in addition to these minimum service requirements that may enhance the quality and/or efficiency of Truman's food service operation.

A. Contractor Obligations

1. The contractor will maintain an adequate staff of employees for the timely preparation and prompt service of food. The contractor will provide adequate administrative, dietetic, hygienic and personal supervision. All food service workers will be the employees and responsibility of the contractor. Student workers may be utilized when possible.
2. Due to the food service operation's proximity to students, the contractor's staff will complete a state and federal criminal records check and drug testing. The parameters of such testing will be acceptable to Truman. The contractor will also ensure all of its employees assigned to work at Truman's campus meet all applicable medical requirements of all governmental entities.
3. The contractor will employ an onsite Director to enforce regulations, address problems, and generally establish rapport with patrons.
4. Any Director assigned by the contractor to Truman's food service operation must be interviewed and accepted by Truman prior to assuming the responsibilities for the Truman account. The Director will not have responsibilities for any other dining services operations. The Director will continue to serve at Truman only so long as his or her work is acceptable to Truman and will not be transferred from Truman's account to another contractor-owned facility unless Truman approves. Truman reserves the right to make recommendations to the Director concerning the hiring, transfer, and discharge of contacted personnel including management.
5. Any problems related to the Director will be directed to the contractor for correction. If after due notice of problems to the contractor about the Director corrective action is not successfully undertaken, the contractor will provide an acceptable replacement. In the event of an absence of a Director, the contractor will provide a well-qualified interim Director, subject to Truman's approval.
6. In addition to the Director, the contractor will employ a training manager at Truman's campus or at the contractor's corporate headquarters, who will develop and implement a written training program for food service employees. The intent of such a training program is to provide instruction in such areas as basic microbiological hazards and what their consequences can be for food service operations; fire safety, fire prevention, handling potentially hazardous conditions, and responses to fire and other emergencies; ways and means available to develop and improve positive customer relations; methods available to create better merchandising techniques; and, generally to develop programs designed to improve overall operational effectiveness.
7. The contractor will employ a dietitian at Truman's campus or at the contractor's corporate headquarters. At least once per calendar quarter, the dietitian will be available to meet with Truman's representatives to discuss dietetic concerns and programs that might benefit Truman's campus community.
8. The contractor will ensure that a member of its management team is present in each facility during normal meal serving hours. In addition, a member of the contractor's management team must be present during food service operations and when food service employees are present on campus.
9. The contractor will be an equal opportunity employer. The contractor will not engage in discrimination or harassment on the basis of race, color, national origin, gender, age, religion, ancestry, disability, veteran status or sexual orientation in accordance with all applicable federal, state and local laws.
10. The contractor will establish and maintain a written sexual harassment policy and will inform employees of the policy. The policy must contain a notice that harassment will not be tolerated and will result in disciplinary action.
11. All personnel employed by the contractor will be expected to abide by Truman's requirements that apply to all vendors performing services at any facility owned or operated by Truman. These requirements are as follows:
 - a. General Conduct and Harassment Policy: As an educational institution and as an employer, Truman is committed to an environment where all individuals are treated with respect and dignity. Truman requires relationships including vendor relationships, to be free of bias, prejudice, and harassment.

- b. Drug and Alcohol Policy: Truman prohibits the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance. Violators may be subject to disciplinary action up to and including contract termination. Alcohol may not be consumed in public areas, and no employee or contractor personnel will report to work while under the influence of alcohol, marijuana, or illicit drugs. Smoking, including tobacco, marijuana, and e-cigarettes, is not allowed on Truman's campus.
 - c. Safety and Security Policies: Truman maintains a zero tolerance for any type of workplace violence. The contractor is prohibited from making threats, threatening conduct or any acts of aggression or violence. The use or possession of firearms or any other weapon is prohibited. The contractor will not enter private areas such as offices or dormitory floors without the presence of an authorized Truman employee.
12. Nondiscrimination and Equal Employment Opportunity: The contractor shall comply with all federal and state statutes, regulations, and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to the following:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act that prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - b. Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. Section 206(d));
 - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) that prohibits discrimination on the basis of sex;
 - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and Americans with Disabilities Act Amendments Act of 2008 (Public Law 110-325, "ADAAA") which prohibit discrimination on the basis of disabilities;
 - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) that prohibits discrimination on the basis of age;
 - f. Genetic Information Non-Discrimination Act (GINA); and
 - g. The requirements of any other nondiscrimination federal and state statutes, regulations, and executive orders that may apply to the services provided via the contract.
 13. Anti-Discrimination Against Israel Act Contractor Requirements: If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.
 14. The contractor, at its own expense, will outfit all of its employees in food service uniforms, acceptable to Truman.
 15. The contractor will be responsible for all direct and indirect operating expenses of the food service operations, such as labor, goods, maintenance, repair and operations (MRO) supplies, and advertising and promotions (including menu board and accessories in support of retail operations).
 16. A mutually agreed upon dining services calendar will be developed at the beginning of each fiscal year (the first day of July) by both the contractor and Truman. The contractor will adhere to this dining services calendar and to any subsequent modifications to this calendar.
 17. The contractor will prepare menus for the residence hall cafeterias. These menus will be presented to Truman for approval sixty (60) days prior to the beginning of each academic term. Truman reserves the right to require alterations to any proposed menu when such alterations are in the best interest of Truman's campus community.
 18. The contractor will prepare menus with an emphasis on individualized dietary restrictions, allergen safe or allergen free options, and variety of offerings to successfully support Truman's diverse campus community. The contractor will provide an allergen free production and service platform that, at a minimum, avoids gluten, lactose, nuts, soybeans, dairy, fish, and shellfish. Each meal will include a sufficient variety of low calorie, low fat, and low cholesterol foods so an individual can maintain a low fat/cholesterol diet without requesting special accommodations.
 19. Purchase and transport of food:
 - a. The contractor will be responsible for all food and beverage costs associated with Truman's food services. Rates and increases must be approved by Truman on a regularly scheduled annual basis.
 - b. Truman is engaged in a separate exclusive pouring rights contract for athletic events that requires specific products be sold to customers in all of Truman's athletic related venues. The contractor is required to honor this agreement and any future pouring rights obligations in the provision of all beverage services at Truman's athletic events.

- c. The contractor will maintain any necessary liquor licenses and permits in the exclusive right to sell and serve alcoholic beverages, and to provide licensed bartenders for Truman's events that include alcoholic beverages.
 - d. The contractor will procure and prepare raw ingredients that are of high quality and nutrient value. This requirement is demonstrated in the following examples of minimum specifications, which may be reviewed by a qualified expert of Truman's choice:
 - i. Beef and Veal - USDA Choice, except for meat used in extended dishes that may be USDA Standard
 - ii. Pork and Lamb - USDA Grade A (#1) Poultry - USDA Grade A
 - iii. Seafood - USDA Grade A
 - iv. Eggs - USDA Grade A (Large or Medium) Dairy Products - USDA Grade A
 - v. Frozen Foods - USDA Grade A Fancy Fresh Produce - USDA #1 Quality
 - vi. Canned Foods - USDA Grade "A", except Choice may be used for cooking; fruits packed in light syrups.
 - vii. Cheeses such as Cheddar, Swiss and Monterey Jack will be all natural, non-processed, when served as a prime ingredient in an entree, a sandwich ingredient, and sandwich spreads. American Process Cheese may also be served as a sandwich ingredient. In addition, processed cheese may be used in some cooking or as a less expensive alternative for some non-entree foods.
 - viii. USDA Standard or better, ground beef and patties will be 100% beef, and fat content will not exceed 20%.
 - ix. Veal and Pork steaks will be solid portions, un-breaded and not pre-formed from chopped or ground meat.
 - x. Must use zero transfer oils with no partially hydrogenated vegetable oils.
 - xi. Produce – USDA Grade #1 or higher
 - xii. Whole meat, vegetarian, and vegan proteins and primary entrée choices will be provided at every meal, without over-reliance on processed foods, frozen foods, or carbohydrate-based entrees.
 - e. The contractor is responsible for providing, maintaining and using sufficiently maintained and insured motor vehicle(s) suitable for transporting food and beverage items as required by this RFP.
- 20. The contractor will be responsible for the payment of all taxes, license and permit fees now in existence which may be incurred due to contractual relationship with Truman.
 - 21. The contractor will be responsible for reimbursing Truman for the use of certain communication costs, as defined by the agreement which could include telephone system, including all local, long-distance, and any additional communication line charges, use of the campus mailroom postage, etc.
 - 22. The contractor will establish its own network connectivity, security protocols, and internet access on Truman's campus. Truman will not provide internet access to contractor. Reasonable access to Truman's telecommunications system will be provided so the contractor may install its own dedicated high speed connectivity.
 - 23. The contractor will provide all the point of sale (POS) hardware, software and support to process its own credit card payments and receipts. When necessary, the contractor's POS system will successfully interact with Truman's enterprise resource planning (ERP) system(s) to provide a seamless interface for Truman's customers. The contractor's POS system will be approved by Truman's Information Technology Services prior to use.
 - 24. Housekeeping: The contractor will provide housekeeping in all food service areas during the hours of food service operations such that all food service areas are thoroughly clean and presentable each day.
 - a. Housekeeping will be conducted in a manner satisfactory to regulatory agencies and Truman which may be above and beyond health department criteria.
 - b. The contractor will be responsible for all routine cleaning and sanitization of the food service facilities.
 - c. Floors of kitchens, dish rooms, serving, and dining areas should be cleaned daily and should be kept free from debris and spills throughout the day.
 - d. All trash cans used in food service areas will be lined with plastic liners and should be emptied at least daily or as needed to prevent overflows.
 - e. The contractor will transport garbage at least daily to the designated campus trash collection sites.
 - f. Serving and seating areas in the cafeteria are to be cleaned after each meal and are to be monitored regularly throughout each meal served. Monitoring includes clearing and wiping all tables and seats; vacuuming/sweeping of carpet areas; emptying trash; wiping equipment and serving stations and refilling dispensers.
 - g. No cooking grease, oils or fats are to be disposed into the sewer system or refuse disposal. Disposition must be handled by a qualified rendering company or other approved method at the contractor's expense. The contractor will bear the expense for the cleaning and repair of sewer lines and traps if grease is improperly disposed of.
 - h. The contractor will leave areas under its control in a clean and ready condition when kitchens and dining facilities are closed in accordance with Truman's schedules, and those areas will be openly accessible to Truman personnel.

- i. The contractor will be responsible for cleaning areas frequented by the food service staff such as hallways, loading docks, storage areas, elevators, and changing areas. This cleaning will include equipment, floors, walls, and ceilings. The contractor will be responsible for keeping loading docks clean and free of debris.
 - j. The contractor will be responsible for daily spot cleaning of interior windows, food service metal and glass doors.
 - k. The contractor is responsible for complying with any applicable federal, state and local laws, codes or regulations applicable to food service operations, including those relating to customer health, sanitation, etc.
 - l. A copy of all Health Department inspection reports will be provided to Truman on a timely basis.
 - m. Truman will have the right at all times to determine by inspection that facility maintenance is satisfactory and in accordance with health standards.
 - n. The contractor will develop, implement and update the cleaning schedule for all equipment and food service facilities in each unit under its control. The schedule will be posted and implemented within thirty (30) days after the effective date of the agreement. The schedule will be submitted to Truman for review and approval.
25. Health Department Requirements:
- a. The contractor must comply with all applicable health codes.
 - b. The contractor is responsible for establishing policies to guarantee sanitary working and eating areas.
 - c. The contractor will require all food handlers to follow established personal hygiene practices including daily bathing, wearing clean uniforms, keeping fingernails short and clean, restraining hair in an appropriate manner, and washing hands after using the restroom, handling raw meat, etc.
 - d. Dishwashing techniques will adhere to public sanitation codes. Dishes, glassware, utensils, etc., will be stored to prevent contamination.
 - e. The contractor shall be responsible for supplying and maintaining first aid equipment and supplies in all production and service areas
26. Food Safety and Quality Control:
- a. The contractor will follow stringent food safety standards, including the deployment of a food safety program and process that incorporates HACCP (Hazard Analysis, Critical Control Point) monitoring, testing and recording of storage, production and serving temperatures. The HACCP plan is subject to Truman's review and approval.
 - b. All foods must be stored, prepared and served at industry standards and government regulation temperatures to ensure safe food handling.
 - c. Stored food products, including leftovers, must be properly wrapped, clearly labeled and dated.
 - d. In the event of an outbreak of food borne illness and/or foreign objects found in food, the contractor will immediately notify Truman and apply all its corporate and onsite resources to the immediate identification and remediation of the event.
27. Maintenance and Repair of Food Service Equipment: The contractor will be required to keep food service facilities and equipment in proper working condition and to replace all loss and breakage due to negligence of the contractor's employees. At the expiration of the agreement, the contractor must surrender same to Truman in as good condition as said facilities and equipment were at the commencement of the agreement, ordinary wear and tear expected.
- a. Throughout the term of the contractual food service agreement, the contractor is responsible for implementing and paying for annual maintenance of all of Truman's nonexpendable equipment.
 - b. The procedure for performing repairs of Truman owned equipment is as follows: Truman obtains an estimate to have the equipment repaired and provides the information to the contractor's on-campus Director. Additional estimates may be sought at Truman's discretion. Truman will pay for repairs in excess of \$1,000 and the equipment will be repaired if deemed to be in Truman's best interests. Contractor will pay for repairs of all Truman owned nonexpendable equipment where the estimated cost of repair services is less than \$1,000.
 - c. Notwithstanding the above, if it is determined that required repairs are the result of contractor's negligence, the cost of said repair or necessary replacement will become the contractor's sole responsibility. For the purposes of the food service agreement, negligence includes failure to initiate and execute routine equipment maintenance; failure to follow manufacturers' operating guidelines; and blatant misuse of equipment.
28. The contractor assumes the risk of loss or damage to owned inventory or other property while in transit to or from Truman's campus or while at campus.
29. The contractor will immediately report fires, unsafe conditions and security hazards to Truman. The contractor will immediately correct any issues within its control and report any citations for unsafe conditions to Truman.
30. The contractor will regularly employ advertising and promotional efforts to further the visibility and image of foodservice operations. All advertising and promotional efforts will be approved by Truman. Meal plan information

will be available for Truman to distribute to potential and incoming students at least four (4) months prior to the academic semester to which the information will apply.

31. Sustainability Plan: The contractor will follow governmental standards and fully cooperate with Truman's Sustainability Committee to facilitate a comprehensive sustainability program.
 - a. The contractor will work with the Sustainability Committee to minimize the environmental impact of the food service operation through the effective use of ecologically sustainable growing techniques, integration of seasonally available local foods, and the efficient use of energy. When required by Truman, the contractor will:
 - i. use organic foods when economically reasonable and available;
 - ii. use locally grown foods (grown within 250 miles of Kirksville) when economically reasonable and available;
 - iii. participate in Truman's Farm-to-Table Program utilizing fresh produce items grown at the University Farm;
 - iv. deploy resource saving practices to ensure energy efficiency.
 - b. The contractor will minimize food waste. Truman currently composts approximately three hundred (300) pounds of food waste per day. The standard for all disposable service ware will be compostable or recyclable, and service ware is subject to Truman's approval. Styrofoam and other non-recyclable containers are not permitted except with Truman's prior approval. The contractor will minimize food waste by:
 - i. using ecologically sensitive packaging;
 - ii. weighing pre-consumer and post-consumer waste;
 - iii. using recycling, composting and other efficient waste disposal mechanisms;
 - iv. donating perishable food items to local food banks during extended periods of non-operation.
32. The contractor will submit to Truman monthly client operating statements for each business segment (residential cafeterias, retail dining locations, and catering) and must include budgeted and actual revenue and expense figures for the monthly period as well as year-to-date period, within agreed upon categories, labeling, and terminology.
33. The contractor will prepare and submit to Truman monthly and year to date operating metrics for the residential, retail and catering programs, including at a minimum: customer counts, dining hall meals served, participation rates, average check (retail), labor costs, average sales per labor hour, and food cost metrics. The contractor will develop an annual summary and initiate a meeting between the contractor's district/regional management and Truman to review all financial, program indicators. This will automatically include a review of: sales, expenditures, participation rates, counts and check averages as well as any repair or development issues.
34. All responding contractors will attend a mandatory tour of Truman's current campus food service operation(s) on Tuesday, October 24, 2023 at Truman's campus located in Kirksville, Missouri. Contractors are required to notify Truman's Purchasing Buyers by email at lthrasher@truman.edu or sjones@truman.edu of the contractor's intention to participate in the tour. The purpose of the tour is to allow potential contractors the opportunity to inspect the area where the contractors will be expected to perform. Contractors are solely responsible for a complete inspection, examination and assessment of the work site condition, facilities and/or any other existing condition(s), factor or item that may impact performance. Contractors will not be relieved of performance responsibilities under the contract for any reason, including but not limited to the contractor's failure to observe existing conditions.

B. Dining Plans

1. Dining plans will be available for a minimum of 260 days of operation, encompassing the full academic year in as many food service outlets as Truman deems necessary.
2. Dining plans will offer an all-you-care-to-eat format for meals served in residence hall cafeterias.
3. Each residence hall cafeteria will include allergen-free areas.
4. Resident student meal plans will be based on the number of weekly meals for a single, specific academic term. Dining plans will include the following options for students residing in Truman's resident halls:
 - a. 21 weekly meal plan with additional vouchers for discretionary purchases in retail food service locations
 - b. 18 weekly meal plan with additional vouchers for discretionary purchases in retail food service locations
 - c. 15 weekly meal plan with additional vouchers for discretionary purchases in retail food service locations
 - d. 12 weekly meal plan with additional vouchers for discretionary purchases in retail food service locations
5. Non-resident and commuter plans will be based on meal quantities for a single, specific academic term and will represent taxable sales in the State of Missouri. Dining plans will also include the following meal options for students not residing in Truman's residence halls:
 - a. 150 meals per academic term with additional vouchers for discretionary purchases in retail food service locations
 - b. 75 meals per academic term with additional vouchers for discretionary purchases in retail food service locations
 - c. 50 meals per academic term with additional vouchers for discretionary purchases in retail food service locations

- d. other voucher option(s) for discretionary purchases in retail food service locations
- 6. Dining plans will include option(s) for faculty and staff. All employee plans will be based on an account balance for a single, specific academic term and will represent taxable sales in the State of Missouri.
- 7. Dining plan balances will be transferable between residence hall cafeterias and campus retail food service outlets (including convenience stores). The contractor will offer a daily exchange rate to students in lieu of cafeteria based meals. The exchange rate between cafeteria based meals and other retail food service locations will be established at the end of each academic year for the following academic year, and the exchange rate will be mutually agreed to by the contractor and Truman.

C. Catering

- 1. Catering is a significant function of Truman's food services operation. Catering requests will be scheduled on an as-needed basis by Truman in a format and time frame acceptable to both Truman and the contractor.
- 2. Truman will permit the food services contractor to cater other community events outside of campus to the extent other offsite events do not conflict with Truman food service operations.
- 3. Exceptional customer service is mandated for all catering functions. Catering events will likely require additional expertise for a successful completion of such events.
- 4. The contractor will provide and supervise sufficient staff for all catering engagements. Servers and waiters will wear appropriate attire.
- 5. Truman hosts student orientations, campus showcases and other recruiting events. Truman may provide meals at these events. There are some events where the attendees pay for meals on their own. For these events, the contractor will be requested to charge either Truman or its guests at a rate equivalent to prices offered to Truman's employees.
- 6. The contractor will be required to provide catering services daily from 8am to 7pm central time. For events outside normal operating hours, and during periods when Truman classes are in recess, the contractor will work with Truman on an approval process prior to commitments being made.
- 7. The contractor will perform its own billing for catered food service. All billing and collection procedures will be subject to Truman's approval. The contractor will be solely responsible for its uncollected accounts receivable, other than those receivables owed by Truman.
- 8. Truman reserves the right to review and approve rates charged to Truman for catered events. Any stipulations regarding annual rate increases will be applicable to catering charges.

D. Pricing and Financial Return(s)

- 1. The contractor will provide competitive and affordable pricing for meeting the requirements of this RFP.
- 2. The contractor will also pay Truman a commission on gross retail and catering sales less applicable sales taxes. The commission will be based on sales revenue generated from campus retail locations and any catering events. Student dining plan board receipts and any transferable meal plan balances (as defined in Part II - Specifications and Contractor Requirements, section B. Dining Plans, subsection 7) will not be considered commissionable gross retail sales:
 - a. The contractor will maintain records of retail and catering sales. The contractor will provide reports at the end of each calendar month in a manner satisfactory to Truman.
 - b. Commissions will be paid to Truman for the period they are billed by the fifteenth (15th) calendar day of the following month. The contractor will not be reimbursed for commissions paid on uncollected accounts.
 - c. The sum of the contractor's annual commission payments to Truman for gross retail and catering sales will be subject to an annual minimum of \$150,000 for each year of the contractual agreement.
 - d. If a contractual agreement is terminated prior to the end of a contractual period for any reason, then the contractor will provide a year-to-date commission calculation to Truman, and the contractor will pay Truman any commission owed no later than thirty (30) days following the termination of the contractual agreement.
- 3. The contractor may propose other financial returns to Truman, but Truman will prefer contractor proposals which include superior prices for the services being required in this RFP. Other financial returns may include, but are not limited to: capital contributions, profit sharing, commissions, or other incentives.

E. Insurance and Indemnity

- 1. The contractor will maintain, at its sole expense, at all times during the life of any resulting contractual agreement insurance coverages, including the limits and endorsements as described herein. The requirements contained herein, as well as Truman's review or acceptance of insurance maintained by the contractor is not intended to and will not

in any manner limit or qualify the liabilities or obligations assumed by the contractor under any resulting contract. Insurance coverage will be underwritten by a carrier with an A.M. Best minimum rating of B++.

2. The contractor agrees to maintain commercial general liability at a limit of not less than \$1,000,000 per each occurrence, and \$5,000,000 per annual aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting product/completed operations, contractual liability or cross liability.
3. The contractor may satisfy the minimum liability limits required for commercial general liability or business auto liability under an umbrella or excess liability policy. The annual aggregate limit will not be less than the highest "each occurrence" limit for either commercial general liability or business auto liability. The contractor agrees to endorse Truman State University, its Board of Governors, employees and agents as additional insured parties on the umbrella or excess liability policy(s).
4. Contractors who serve alcoholic beverages on Truman's campus when contracted for service at Truman sponsored events must also provide liquor liability coverage. This coverage should be written on an "occurrence basis" and have limits not less than \$1,000,000 each claim or each common cause and at least a \$5,000,000 aggregate. The insurance carrier, policy number, effective date and limits should be shown on an insurance certificate provided to Truman State University, its Board of Governors, officers, employees and agents endorsed as additional insured on such policy and a copy of the endorsement should be provided along with the certificate of insurance.
5. The contractor will maintain workers' compensation insurance coverage in accordance with State of Missouri statutes or provide evidence of monopolistic state coverage. Employers' liability will include the minimum coverage limit of \$500,000 for each accident or disease per each employee.
6. Truman State University, its Board of Governors, its officers, employees and agents will be listed as additional insured parties with respect to the contractual agreement to which these insurance requirements pertain. A certificate of insurance evidencing all coverage will be required at least fifteen (15) days prior to the inception date of any contractual agreement between the contractor and Truman.
7. The contractor will be required to maintain coverages as stated and be required to provide written notice of cancellation according to the policy provisions. Truman reserves the right to request a copy of the policy.
8. The contractor will agree to indemnify and save harmless Truman State University, its Board of Governors, officers, employees and agents against all loss or expense from any cause of action arising from the contractor's operations. The contractor agrees to investigate, address, respond to and provide defense for and defend against any such liability, claims, and demands at the contractor's sole expense, or at Truman's option, agrees to pay to or reimburse Truman for defense costs incurred by Truman in connection with any such liability claims, or demands.
9. The contractor understands and agrees that Truman is relying on, and does not waive or intend to waive by any provision of a contractual agreement 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 Truman.
10. Failure to maintain the required insurance in force will be cause for contract termination. In the event the contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, Truman will have the right to cancel and terminate any contractual agreement without notice.
11. The insurance required by the provisions of this article is required in the public interest, and Truman does not assume any liability for acts of the contractor and/or its employees and/or its subcontractors.

PART III –PROPOSAL INFORMATION, EVALUATION & AWARD

A. Preparation of Proposals

1. It will be the contractor's responsibility to ask questions, request changes or clarification, or advise Truman if any specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently limit the requirements stated in the RFP to a single source. Any communication from proposing contractors regarding specifications, requirements, competitive procurement process, etc. must be directed to Truman, as indicated on the first page of the RFP. All formal inquiries for significant or material clarification or interpretation, or notification to Truman of errors or omissions related to this RFP must be submitted in writing and emailed to Purchasing Buyers Laura Thrasher at lthrasher@truman.edu or Sarah Jones at sjones@truman.edu. Submission of questions and subsequent responses will be issued as an addendum to all prospective contractors. No addenda will be issued later than 48 hours prior to the time and date scheduled for the receipt of responses except an addendum postponing or withdrawing the RFP. Every attempt will be made to ensure that the contractor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all contractors will be advised, via the issuance of an addendum to the RFP, of relevant information related to the RFP.
2. Before submitting a proposal, contractors should become thoroughly familiar with all conditions referred to in this document, and any addenda issued before the proposal submission date. Failure to do so will be at the contractor's

risk. Such addenda will form a part of the RFP. It will be the contractor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date

3. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
4. If the proposal is accepted, prices will be affirmed for the specified contractual agreement period.
5. Only Truman's written response(s) pertaining to this RFP, or an addendum, are valid.
6. Truman reserves the right to modify or cancel this RFP. Such action will be noted as an addendum.

B. Submission of Proposal and Award

1. A proposal submitted by a contractor must (a) include a signed RFP Proposal Certification executed by the contractor's duly authorized representative, (b) contain all information required by this RFP, (c) and be delivered to Truman no later than the exact opening time and date specified in this RFP.
2. A proposal may also be withdrawn or modified by the contractor provided requests are made in writing before the RFP opening date and time. Verbal requests to withdraw or modify a proposal will not be honored.
3. Proposal responses will be returned to Truman on or before 2:00 PM central time on Tuesday, November 28, 2023. Proposals may be emailed, mailed or otherwise delivered to the addresses outlined on the first page of this RFP.
4. All data required herein in order for the contractor's proposal to be evaluated and considered for award must be submitted. Failure to submit such data will be deemed a cause for disqualification of a proposal from award consideration. Responses to this RFP should be submitted in the format specified. Proposals in any other format will be considered informal and may be rejected. Conditional proposals will not be considered.
5. Contents of any proposal, attachment, and explanation submitted in response to this RFP, except copyrighted material, will become the property of Truman. All copyrighted material must be clearly marked.
6. If your proposal contains any information you consider to be proprietary, you must place it in a separate envelope or file if e-mailed and mark it "Proprietary Information". Truman is the final authority as to the extent of material considered proprietary or confidential. Pricing information cannot be considered proprietary.
7. Truman reserves the right to reject or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline irregularities in any proposal when Truman determines that it is in its best interest to do so.
8. After the initial screening process, those contractors whose proposals are selected for further consideration may be requested to make a presentation to Truman's selection committee to address questions in advance of the final selection. Contractors selected to make a presentation will be contacted to schedule a presentation. The person who will be directly responsible for servicing the account will be present at this presentation. Contractors are cautioned not to contact Truman employees concerning this RFP during the evaluation process.
9. Truman reserves the right to consider historic information and fact, whether gained from the contractor's proposal response, question and answer conferences, references, or any other source, in the evaluation process. Truman reserves the right to take such steps as it deems necessary to determine the ability of a contractor to perform the work, and each contractor will furnish to Truman such information and data for this purpose as it may request. Truman reserves the right to reject any proposal response where an investigation, or consideration of the information submitted by such contractor, does not satisfy Truman that the contractor is qualified to properly carry out the terms of these specifications. It is the contractor's sole responsibility to submit information related to the evaluation categories, and Truman is under no obligation to solicit such information if it is not included with the proposal response. Failure of the contractor to submit such information may cause an adverse impact on the evaluation of the contractor's proposal. Pursuant to Section 610.021 RSMo, proposals will not be available for public review until after a contractual agreement is executed or all proposals are rejected. Truman will notify RFP respondents of the contractor whom has been selected to perform these services. Any award protest must be received within 10 days after the date of notification of award in accordance with the statute.

C. Proposal Opening.

1. Proposal openings are public on the opening date and time specified on the RFP document. Only the names of the RFP respondents will be read at the opening. Proposal content will not be disclosed.
2. It is the contractor's responsibility to deliver the proposal to Truman by the opening date and time.
3. Proposals not received by Truman by the opening date and time will be late. Regardless of the degree of lateness or the reason, including causes beyond the contractor's control, late proposals will not be opened.

D. Evaluation / Award

1. Any clerical error, apparent on its face, may be corrected by Truman before the contractual agreement award. Upon discovering an apparent clerical error, Truman will contact the contractor and request written clarification of the

- intended proposal. The correction will be made in the notice of award. Examples of apparent clerical errors are: (a) misplacement of a decimal point and (b) obvious mistake in designation of unit.
2. Awards will be made to the contractor whose proposal complies with the requirements of the RFP as outlined in Part II, and is the lowest and the best proposal considering:
 - a. The contractor's proposal for service (submit as Exhibit B: Contractor Prepared Proposal). Exhibit B will:
 - i. provide an overview of the contractor's organization, including parent and/or subsidiary companies;
 - ii. outline a scope of services to meet the minimum service requirements included in this RFP;
 - iii. provide the name, title, address, phone number and email address of the contractor's primary contact person.
 - b. The contractor's qualifications (submit as Exhibit C: Contractor Prepared Qualifications). Exhibit C will:
 - i. describe the contractor's experience in providing the requested services to clients similar to Truman;
 - ii. include at least five (5) current institutional or commercial customer references with contact name, position, phone number and e-mail address;
 - iii. provide copies of current and applicable food services licenses;
 - iv. provide at least two (2) years of current audited financial statements (or other applicable financial documents acceptable to Truman) as evidence that the contractor possesses the financial resources to complete the terms outlined in this RFP.
 - c. Pricing for all requirements specified in this RFP (submit as Exhibit D: Contractor Prepared Pricing Schedule).
 - i. All pricing submitted in response to this RFP will be firm and fixed while proposals are being evaluated.
 - d. All other evaluation criteria specified in the RFP and any subsequent negotiations.
 3. In the event all RFP respondents fail to meet the same mandatory requirement in an RFP, Truman reserves the right, at its sole discretion, to waive that requirement for all proposals and to proceed with the evaluation.
 4. Truman reserves the right to waive any minor irregularity or technicality found in any individual proposal.
 5. Negotiations may be conducted with those contractors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there will be no disclosure of any information submitted by competing contractors.
 6. Any award of a contractual agreement will be made by written notification from Truman to the contractor. Truman also reserves the right to make multiple awards.
 7. Truman reserves the right to request written clarification of any portion of a contractor's response in order to verify intent. However, contractors are cautioned their response may be accepted without further clarification.
 8. Missouri Preference Executive Order: Proposals are being sought from Missouri and out-of-state companies. In accordance with Truman's 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 contractor 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. As a public institution, Truman must follow State of Missouri rules and regulations regarding the procurement of services. 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 if products generated from out of state. This economic impact may include the revenues returned to the state through tax revenue obligations. Contractors must provide the following information as it relates to this RFP:
 - 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 contractor's economic presence with the State of Missouri (e.g., type of facilities: sales office; 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 contractor must disclose such fact and provide details with their proposal.
 9. Contractor Diversity Participation: Truman is committed to and supports contractor diversity as an essential part of the University's mission and core values. To qualify as a Diverse Contractor, the company must be at least 51% owned and controlled by someone in one of the recognized groups. These firms can be a sole proprietorship, partnership, joint venture or corporation. Diverse contractors should be certified from a recognized certifying agency. Truman recognizes the following groups:
 - a. MBE (Minority Owned Business Enterprise)

- b. WBE (Women Owned Business Enterprise)
- c. DVBE (Service-Disabled Veteran Owned Business Enterprise)
- d. VBE (Veteran Owned Business Enterprise)

Proposal evaluations will include the level of diversity participation. Proposals that do not meet the participation requirements for contractor diversity will not receive any preference during proposal review. Truman may monitor a contractor's compliance in meeting diversity participation levels committed to in the awarded proposal. In accordance with Executive Order 98-21, contractors are encouraged 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 issued by the Missouri Offices of Administration and 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 outline your contractor's qualification in the proposal response. Truman 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. Applicable Digital Accessibility Laws and Regulations: Truman 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. Truman has adopted the Web Content Accessibility Guidelines (WCAG). Contractors will: (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 Truman 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 Truman with resolving any accessibility complaints and requests for accommodation from users with disabilities resulting from contractor'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 contractor 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 contractor agrees to work with Truman 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.

PART IV – CONTRACTUAL AGREEMENT

A. General Terms and Conditions

1. By submitting a proposal, the contractor agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
2. The contractual agreement between Truman and the contractor will consist of (1) RFP and any addendums thereto, and (2) the proposal submitted by the contractor in response to this RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the RFP will govern. However, Truman reserves the right to clarify any relationship in writing with the concurrence of the contractor and such written clarification will govern in case of conflict with the applicable requirements stated in this RFP or the contractor's proposal response. In all other matters not affected by the written clarification, if any, the RFP will govern. The contractor is cautioned that its proposal may be accepted without clarification.
3. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized contractual agreement and/or purchase order.

4. The contractual agreement expresses the complete agreement of the parties and performance will be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal addendum signed and approved by and between the duly authorized representatives of the contractor and Truman or by a contractual agreement change order prior to the effective date of such modification. The contractor understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, will be used or construed as an addendum/change order to the contractual agreement.
5. The initial term of the contractual agreement will commence on May 16, 2024 and extend through May 15, 2029, and the contractor will provide a functional food service operation upon commencement of the contract. The contractual agreement will have renewal options for five (5) additional one (1) year periods, with the last available renewal period commencing on May 16, 2033 and ending on May 15, 2034. Either party to the contractual agreement may choose to not exercise a renewal term by giving the other party written notice at least three hundred and sixty (360) days prior to the end of the current contractual term.
6. The contractor will not sell, convey, transfer, mortgage or assign any interest in the contractual agreement, either in whole or in part, nor any of its rights, title, interest or privilege without Truman's prior written consent.
7. Neither party will be held responsible for any losses resulting if the fulfillment of any terms or provisions of this agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.
8. The parties to this agreement stipulate that Truman State University and Truman State University Foundation, their departments, agencies, boards and commissions will be indemnified and held harmless by the contractor for the vicarious liability of Truman as a result of entering into this agreement. However, the parties further agree that Truman, its departments, agencies, boards and commissions will be responsible for their own negligence. Each party to this agreement is responsible for their own negligence.
9. The contractor represents itself to be an independent contractor offering such services to the general public and will not represent itself or its employees to be an employee of Truman. The contractor will assume legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc. and agrees to indemnify Truman against all loss; cost (including attorney fees); and damage of any kind related to such matters.

B. Applicable Laws and Regulations

1. The contractual agreement will be construed according to the laws of the State of Missouri. The contractor will comply with all local, state, and federal laws and regulations related to the performance of the agreement.
2. To the extent that a provision of the contractual agreement is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions will be void and unenforceable. The balance of the contractual agreement will remain in force unless terminated by consent of both the contractor and Truman.
3. As a public institution, Truman must follow State of Missouri rules and regulations regarding the procurement of services. Data obtained through this contracted relationship must be handled as confidential and may not be shared with other contractors who may want to do business with Truman without Truman's prior written approval. Any future business with Truman will be obtained through a proposal process.
4. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
5. The contractor will 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. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
6. In connection with the furnishing of equipment, supplies, and/or services under the contractual agreement, the contractor will comply with all applicable requirements of the Americans with Disabilities Act (ADA).

C. Conflict of Interest

1. Truman's officials and employees, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
2. The contractor agrees that it presently has no interest, directly or indirectly, in Truman which would conflict in any manner with the performance of the services hereunder. The contractor further agrees that no person having any such known interest will be employed, directly or indirectly, in the contractual agreement.

3. Contractors will not provide any pre-requisites, favors, or gifts to Truman employees intended to curry favor with specific persons or which incur expenses to be borne by Truman. Contractors will not attempt to gain appreciation from any group of employees other than providing the highest quality services possible.
4. Contractors will refrain in offering any gifts to Truman, in accordance with Truman's policies. The contractor will also not solicit any gifts from suppliers or vendors providing goods or services to the contractor to be used specifically for Truman's food services operation.

D. Remedies and Rights

1. No provision in the contractual agreement will be construed as a waiver by Truman of any existing or future right and/or remedy available by law in the event of any claim by Truman of the contractor's default or breach of the contractual agreement.
2. The contractor agrees and understands that the contractual agreement will constitute an assignment by the contractor to Truman of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contractual agreement with Truman.

E. Cancellation

1. In the event of material breach of contractual obligations by the contractor, Truman may cancel the contractual agreement. At its sole discretion, Truman may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The cure must be completed within ten (10) working days from notification.
2. If the contractor fails to cure the breach, or if circumstances demand immediate action, Truman will issue a notice of cancellation terminating the contractual agreement immediately.
3. If Truman cancels the contractual agreement for breach, Truman reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contractual agreement from other sources and upon such terms and in such manner as Truman deems appropriate and charge the contractor for any costs incurred.
4. The contractor agrees that funds required to fulfill the contractual agreement must be appropriated by the Missouri General Assembly for each fiscal year included in the contractual agreement term. The contractual agreement will not be binding on Truman for any period in which funds have not been appropriated, and Truman will not be liable for any costs associated with termination caused by lack of appropriations.
5. Upon filing for bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify Truman immediately. Truman reserves the right to either cancel the contractual agreement or affirm the contractual agreement and hold the contractor responsible for damages.
6. Contract Termination for Convenience: Truman reserves the right, in its best interest as determined by Truman, to cancel the contract agreement by giving written notice to the contractor thirty (30) days prior to the effective date of such cancellation.

F. Invoicing and Payment

1. Truman prefers invoices be delivered by email to procurement@truman.edu.
2. Truman does not pay state or federal taxes unless otherwise required under law or regulation.
3. Truman will not make any advance deposits unless specifically addressed in the contractual agreement.
4. Invoices for services purchased by Truman will be subject to late charges provided in Section 34.055 RSMo unless specifically addressed in the contractual agreement.

G. Communication, Notices and Documentation

1. Any written notice to the contractor will be deemed sufficient when deposited in the United States mail postage prepaid, emailed by an authorized Truman representative, or hand-carried and presented to an authorized employee of the contractor at the contractor's address listed in the contractual agreement.
2. Materials developed or acquired by the contractor as a requirement specified in the contractual agreement will become Truman property. Materials that may reveal names or identification numbers of individuals or corporate entities, if not returned to Truman, must be destroyed to keep such information confidential. No materials prepared, as required by the contractual agreement, will be released to the public without Truman's written consent.
3. All books, accounts, reports, and other reports relating to this agreement will be subject to inspection and audit by the Truman State University Board of Governors or Truman's external auditor for five (5) years after completion of this agreement. Contractor will deliver such records to Truman upon request.

PART V: TRUMAN STATE UNIVERSITY PROPOSAL CERTIFICATION

The contractor certifies it is authorized to obligate the represented contractor and further agrees with all terms, conditions, and requirements of Truman's request for proposal (RFP). The contractor further certifies the responses and resulting proposal to Truman's RFP are true and accurate.

In submitting a response to Truman's RFP, the contractor understands that Truman retains the right to reject any and all proposals and to waive irregularities and informalities therein, and to award the contractual agreement in the best interests of Truman. It is also understood that proposals may not be withdrawn for a period of 30 days after the date and time set for the receipt of proposals. The contractor hereby affirms:

- (1) That I am the contractor (if the contractor is an individual), a partner in the contractor (if the contractor is a partnership), or an officer or employee of the contractor having authority to sign on its behalf (if the contractor is a corporation);
- (2) That the proposal has been arrived at by the contractor independently, and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other contractor of materials, supplies, equipment or services described in the RFP designed to limit independent competition;
- (3) That the contents of the proposal has not been communicated by the contractor or its employees or agents to any person not an employee or agent of the contractor or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and
- (4) That the contractor has fully informed itself regarding the accuracy of the statements made in their/its response.
- (5) If required by regulation, the contractor is registered with and maintains good standing with the Secretary of State of Missouri.
- (6) The undersigned certifies that the contractor (check one) _____ IS or _____ IS NOT currently debarred, suspended, or proposed for debarment by any federal or state entity. The undersigned agrees to notify Truman of any change in this status, should one occur, until such time as an award has been made under this procurement action.

In compliance with this RFP document, Project No. SP24-02 Campus Food Services, and after carefully reviewing all the terms, conditions, and requirements contained therein, the undersigned agrees to furnish such services in accordance with the specifications of this RFP.

Authorized Signature

Date

Print Name

Title

Company

Federal Tax ID No.

Address

Telephone Number

Email

Website

PART VI: EXHIBITS

Exhibit A: Truman Prepared Schedule of Food Service Locations

Name	Type	Location	Sq Ft	Capacity
Chick-fil-A	Retail Outlet	Student Union Building, 901 S Franklin	950	Walk Up
Dobson Hall C-Store	Convenience Store	Dobson Hall, 1111 S Mulanix	560	Walk Up
Einstein Bros. Bagels	Retail Outlet	Student Union Building, 901 S Franklin	300	Walk Up
Food Service Operation	Administrative Offices	Student Union Building, 901 S Franklin	870	10
Main Street Market	Retail Dining Room & Kitchen	Student Union Building, 901 S Franklin	5,640	150
Mein Bowl	Retail Outlet	Student Union Building, 901 S Franklin	240	Walk Up
Missouri Hall Cafeteria	Residence Hall Cafeteria	Missouri Hall, 809 S Mulanix	7,192	240
Ryle Hall Cafeteria	Residence Hall Cafeteria	Ryle Hall, 1211 S Florence	10,330	425
Simply To Go	Retail Outlet	Student Union Building, 901 S Franklin	60	Walk Up
Sizzlin' Salad & Spuds	Retail Outlet	Student Union Building, 901 S Franklin	145	Walk Up
Starbucks	Retail Outlet	Pickler Memorial Library, 100 E Normal	860	Walk Up
West Campus Suites C-Store	Convenience Store	West Campus Suites, 215 W Normal	790	Walk Up
Wholly Habaneros	Retail Outlet	Student Union Building, 901 S Franklin	230	Walk Up

Exhibit B: Contractor Prepared Proposal

Exhibit C: Contractor Prepared Qualifications

Exhibit D: Contractor Prepared Pricing Schedule

1. Schedules should include the following items as a minimum:
 - a. Price per meal for all campus dining plans specified by breakfast, lunch, and dinner.
 - b. Revision to retail prices for all retail outlets if applicable.
 - c. Revision to retail prices for all convenience stores if applicable.
 - d. Commission rate for all retail sales at campus retail outlets and convenience stores.
 - e. Commission rate for all catered events whether on or off campus.
 - f. Other payments to include, but not limited to: capital contributions, profit sharing, commissions, or other incentives.