

## REQUEST FOR PROPOSAL

### RFP COVER SHEET

Administrative Information:

<b>TITLE OF RFP:</b>	Cafeteria Services at the Capitol Building	<b>RFP Number:</b>	CC-2015
<b>Agency:</b>	Iowa General Assembly		
<b>State seeks to purchase:</b>	Service Provider	<b>Available to political subdivisions?</b>	None
<b>Number of mos. or yrs. of the initial term of the contract:</b>	2 Years	<b>Number of possible annual extensions:</b>	Annually thereafter, at the discretion of the Agency
<b>Initial contract term:</b>	Date: November 1, 2015	<b>Ending:</b>	Date: October 31, 2017
<b>State issuing officer:</b>			
Name: Mark Willemsen			
Phone: 515-281-5119			
E-mail: mark.willemsen@legis.iowa.gov			
Mailing Address: 1007 E Grand Ave. State Capitol, Room G01 Des Moines, IA 50319			
<b>PROCUREMENT TIMETABLE — Event or Action:</b>		<b>Date/Time (Central Time):</b>	
State posts notice of RFP on legislative website		September 4, 2015	
State issues RFP		September 4, 2015	
Pre-proposal conference location and address: Ground floor cafeteria of the Capitol Building, 1007 E Grand Ave., Des Moines, Iowa		September 14, 2015, 11:00 a.m.	
Questions and answers from pre-proposal conference will be posted by: September 18, 2015.			
RFP written questions, requests for clarification, and suggested changes from Vendors due:		September 21, 2015	
Agency's written response to RFP questions, requests for clarifications, and suggested changes due:		September 25, 2015	
Proposal due date:		October 2, 2015	

Anticipated date to issue notice of intent to award :	October 12, 2015
Anticipated date to execute contract:	November 1,2015
Internet website where RFP and addenda to this RFP will be posted:	<a href="https://www.legis.iowa.gov/agencies/careers/rfps">https://www.legis.iowa.gov/agencies/careers/rfps</a>
Internet website to register to do business with the State of Iowa:	<a href="https://das.iowa.gov/procurement/vendors/how-do-business">https://das.iowa.gov/procurement/vendors/how-do-business</a>
Number of copies of proposals required to be submitted:	1 - Original 2 - Copies 1 - Electronic
Firm proposal terms: Per Section 3 of the RFP, the minimum number of days following the deadline for submitting proposals that the Vendor guarantees all proposal terms will remain firm:	120 Days

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## SECTION 1 INTRODUCTION

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### 1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from responsible Vendors to manage and operate the cafeteria at the Capitol Building and provide catering if requested on the Capitol Complex. The Iowa General Assembly intends to award the contract beginning November 1, 2015, with the services beginning on December 1, 2015, and ending on October 31, 2017. The General Assembly may extend the contract annually thereafter. Any contract resulting from this RFP shall not be an exclusive contract.

### 1.2 Definitions

For the purposes of this RFP and the resulting contract, the following terms shall mean:

- 1.2.1 **“Proposal”** means the Vendor’s Proposal submitted in response to the RFP.
- 1.2.2 **“Contract”** means the contract entered into with the successful Vendor as described in Section 6.1 of this RFP.
- 1.2.3 **“Vendor”** means a Vendor submitting Proposals in response to this RFP.
- 1.2.4 **“Agency”** means the agency identified on the RFP cover sheet that is issuing the RFP.
- 1.2.5 **“Responsible Vendor”** means a Vendor that has the capability in all respects to perform the requirements of the Contract. In determining whether a Vendor is a Responsible Vendor, the Agency may consider various factors including, but not limited to, the Vendor’s competence and qualifications to provide the goods or services requested, the Vendor’s integrity and reliability, the past performance of the Vendor, and the best interest of the Agency and the State.
- 1.2.6 **“Responsive Proposal”** means a Proposal that complies with the material provisions of this RFP.
- 1.2.7 **“RFP”** means this Request for Proposals and any attachments, exhibits, schedules, or addenda hereto.

### 1.3 Overview of the RFP Process

Vendors will be required to submit their Proposals in hard copy and on CD-ROM. It is the Agency’s intention to evaluate Proposals from all Responsible Vendors that submit timely Responsive Proposals, and award the Contract in accordance with Section 5 of this RFP, Evaluation and Selection.

#### **1.4 Background Information**

This RFP is designed to provide Vendors with the information necessary for the preparation of competitive Proposals. The RFP intends to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Vendor is responsible for determining all factors necessary for submission of a comprehensive Proposal.

It is the Agency's intent to receive sealed proposals from qualified Vendors demonstrating the ability to manage and operate the cafeteria in the Capitol Building and offer a catering service on the Capitol Complex when requested.

The State of Iowa will provide a serving area, kitchen, and storage area, totaling approximately 3,320 square feet.

During the legislative session, the Capitol cafeteria serves an average of 550 customers per day, and during the legislative interim serves an average of 45 customers per day.

The kitchen equipment listed on Attachment #4 will be available to the Vendor that is awarded the contract for operation of the Capitol cafeteria. This is the only equipment that is guaranteed to be present when the awarded Vendor occupies the space. The State of Iowa retains ownership of all equipment. The Vendor will evaluate the conditions of all equipment and provide a quarterly report to the Agency. The Vendor will be allowed to provide additional equipment with approval from the Agency. This equipment will remain under the ownership of the Vendor and the Vendor will be responsible for any expenses incurred in repairs, installation, or removal of such equipment.

An inventory will be taken at the beginning of the contract period and at the end of the contract period. Changes must be provided to the Agency.

At a minimum, the cafeteria needs to be open from one week before the start of the legislative session each January to two weeks after the expected end of the legislative session each year. Hours for the cafeteria during the legislative session shall be Monday through Friday, 7:00 a.m. to 2:00 p.m. Bidders may propose to be open for longer or shorter periods, including during the legislative interim, and will be evaluated according to availability. The cafeteria will be closed on Saturdays, Sundays, and state holidays. During the legislative sessions, there will be an opportunity on certain days for the cafeteria to remain open later with a limited menu until both chambers have adjourned. The Vendor may also offer a limited menu during the legislative interim if it proposes to remain open during that time.

Employee parking is available on the Capitol Complex on a first-come-first-served basis. This parking information is tentative and subject to change over the life to the agreement due to changes in usage, need, and space requirements.

It is the responsibility of the Vendor to provide a variety of quality prepared foods, in accordance with industry trends, industry standard practices and the industry's latest concepts. The Vendor shall offer food that increases the offering of healthy and sustainable food and beverage choices, while reducing trans-fats and decreasing the sodium content in available foods.

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## **SECTION 2 — ADMINISTRATIVE INFORMATION**

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### **2.1 Issuing Officer**

The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Contract is issued.

### **2.2 Restriction on Communication**

From the issue date of this **RFP** until a Notice of Intent to Award the Contract is issued, Vendors may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2 of this RFP. Oral questions related to the interpretation of this RFP will not be accepted. Vendors may be disqualified if they contact any State employee other than the Issuing Officer about the RFP, except that Vendors may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

### **2.3 Downloading the RFP from the Internet**

The RFP and any addenda to the RFP will be posted at <https://www.legis.iowa.gov/agencies/careers/rfps>. The Vendor is advised to check the website periodically for addenda to this RFP, particularly if the Vendor downloaded the RFP from the Internet, as the Vendor may not automatically receive addenda. It is the Vendor's sole responsibility to check daily for addenda to posted documents.

### **2.4 Procurement Timetable**

The dates provided in the procurement timetable on the RFP cover sheet are provided for informational and planning purposes. The Agency reserves the right to change the dates. If the Agency changes any of the deadlines for Vendor submissions, the Agency will issue an addendum to the RFP.

## **2.5 Pre-Proposal Conference**

If the RFP cover sheet indicates a pre-proposal conference will be held in conjunction with this RFP, it will be held at the date, time, and location listed on the RFP cover sheet. The purpose of the pre-proposal conference is to discuss with prospective Vendors the work to be performed and allow prospective Vendors an opportunity to ask questions regarding the RFP. Oral discussions at the pre-proposal conference shall not be considered part of the RFP unless confirmed in writing by the Agency and incorporated into this RFP. The conference may be recorded. Questions asked at the conference that cannot be adequately answered during the conference may be deferred. A copy of the questions and answers will be sent to Vendors who submit a letter of intent to bid and will be posted in the form of an addendum at <https://www.legis.iowa.gov/agencies/careers/rfps>

## **2.6 Questions, Requests for Clarification, and Suggested Changes**

Vendors are invited to submit written questions and requests for clarifications regarding the RFP. Vendors may also submit suggestions for changes to the requirements of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of this RFP, the Vendor shall reference the page and section numbers. The Agency will send written responses to questions, requests for clarifications, or suggestions. The Agency's written responses will become an addendum to the RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an addendum to the RFP.

The Agency assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP through an addendum.

## **2.7 Amendment to the RFP**

The Agency reserves the right to amend the RFP at any time using an addendum. The Vendor shall acknowledge receipt of all addenda in its Proposal. If the Agency issues an addendum after the due date for receipt of Proposals, the Agency may, in its sole discretion, allow Vendors to amend their Proposals in response to the addendum.

## **2.8 Amendment and Withdrawal of Proposal**

The Vendor may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The amendment must be in writing, signed by the Vendor, and received by the time set for the receipt of Proposals. Electronic mail and faxed amendments will not be accepted. Vendors must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

## **2.9 Submission of Proposals**

The Agency must receive the Proposal at the Issuing Officer's address identified on the RFP cover sheet before the "Proposals Due" date listed on the RFP cover sheet. This is a mandatory requirement and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and returned unopened to the Vendor. Vendors mailing Proposals must allow ample mail delivery time to ensure timely receipt of their Proposals. It is the Vendor's responsibility to ensure that the Proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Proposal. Electronic mail and faxed Proposals will not be accepted.

Vendors must furnish all information necessary to enable the Agency to evaluate the Proposal. Proposals that fail to meet the mandatory requirements of the RFP will be rejected. Oral information provided by the Vendor shall not be considered part of the Vendor's Proposal unless it is reduced to writing.

## **2.10 Proposal Opening**

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the evaluation committee has reviewed all of the Proposals submitted in response to this RFP and the Agency has issued a Notice of Intent to Award a Contract (see *Iowa Code Section 72.3*). However, the names of Vendors who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Vendors who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

## **2.11 Costs of Preparing the Proposal**

The costs of preparation and delivery of the Proposal are solely the responsibility of the Vendor.

## **2.12 No Commitment to Contract**

The Agency reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by the Agency to award a contract.

## **2.13 Rejection of Proposals**

The Agency may reject outright and not evaluate a Proposal for business reasons, including but not limited to, the following:

- 2.13.1 The Vendor acknowledges that a mandatory requirement of the RFP cannot be met.
- 2.13.2 The Vendor's Proposal changes a material requirement of the RFP or the Proposal is not compliant with the mandatory requirements of the RFP.

- 2.13.3 The Vendor's Proposal limits the rights of the Agency.
- 2.13.4 The Vendor fails to include information necessary to substantiate that it will be able to meet a requirement of the RFP as provided in Section 3 of this RFP.
- 2.13.5 The Vendor fails to timely respond to the Agency's request for information, documents, or references.
- 2.13.6 The Vendor fails to include any signature, certification, authorization, stipulation, disclosure, or guarantee as provided in Section 3 of this RFP.
- 2.13.7 The Vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the requirements of this RFP.
- 2.13.8 The Vendor initiates unauthorized contact regarding the RFP with state employees.
- 2.13.9 The Vendor provides misleading or inaccurate responses.
- 2.13.10 The Vendor's Proposal is materially unbalanced.
- 2.13.11 There is insufficient evidence (including evidence submitted by the Vendor and evidence obtained by the Agency from other sources) to satisfy the Agency that the Vendor is a Responsible Vendor.
- 2.13.12 The Vendor alters the language in Attachment 1, Certification Letter, or Attachment 2, Authorization to Release Information Letter.

#### **2.14 Nonmaterial Variances**

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to: minor failures to comply that do not affect overall responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Vendors, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the requirements of the RFP. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Vendor from full compliance with RFP specifications or other Contract requirements if the Vendor is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

### **2.15 Reference Checks**

The Agency reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal, and to discuss the Vendor's qualifications and the qualifications of any subcontractor identified in the Proposal.

### **2.16 Information from Other Sources**

The Agency reserves the right to obtain and consider information from other sources concerning a Vendor, such as the Vendor's capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the Vendor's financial stability, past or pending litigation, and other publicly available information.

### **2.17 Verification of Proposal Contents**

The content of a Proposal submitted by a Vendor is subject to verification. If the Agency determines, in its sole discretion, that the content is in any way misleading or inaccurate, the Agency may reject the Proposal.

### **2.18 Proposal Clarification Process**

The Agency reserves the right to contact a Vendor after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the Vendor has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Vendor's Proposal. The Agency will not consider information received from or through a Vendor if the information materially alters the content of the Proposal or the type of goods and/or services the Vendor is offering to the Agency. An individual authorized to legally bind the Vendor shall sign responses to any request for clarification. Responses shall be submitted to the Agency within the time specified in the Agency's request. Failure to comply with requests for additional information may result in the rejection of the Proposal.

### **2.19 Disposition of Proposals**

All Proposals become the property of the State and shall not be returned to the Vendor. Once the Agency issues a Notice of Intent to Award the Contract, the contents of all Proposals will be in the public domain and be available for inspection by interested parties, except for information for which Vendor properly requests confidential treatment or according to exceptions provided in *Iowa Code Chapter 22* or other applicable law.

### **2.20 Public Records and Requests for Confidential Treatment**

The Agency will treat all information submitted by a Vendor as public records unless the Vendor properly requests that specific parts of the Proposal be treated as confidential at the time of submitting the Proposal. The Agency's release of public records with regard to this RFP will follow the provisions of *Iowa Code Chapter 22*. Vendors are encouraged to familiarize themselves with *Chapter 22* before submitting a Proposal.

Any request for confidential treatment of specific information must be included in the transmittal letter with the Vendor's Proposal. In addition, the Vendor must enumerate the specific grounds in *Iowa Code Chapter 22* or other applicable law that support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. Pricing information cannot be considered confidential information. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the Vendor to respond to any inquiries by the Agency concerning the confidential status of the materials.

Any Proposal submitted that contains information for which a Vendor is requesting Confidential treatment must be conspicuously marked by the Vendor on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. **Failure to properly identify specific information as confidential shall relieve the Agency or State personnel from any responsibility if confidential information is viewed by the public or a competitor or is in any way released. If a Vendor identifies its entire Proposal as confidential, the Agency may reject the Proposal as non-responsive.**

If the Agency receives a request for information that includes information a Vendor has marked as confidential, the Agency will give written notice to the Vendor at least seven calendar days prior to the release of the information to allow the Vendor to seek injunctive relief pursuant to *Section 22.8* of the *Iowa Code*. After seven calendar days, the Agency will release the information marked confidential unless a court of competent jurisdiction determines the information is confidential under *Iowa Code Chapter 22* or other applicable law.

A Vendor's failure to request confidential treatment of material will be deemed a waiver of any right to confidentiality that may have existed.

## **2.21 Copyright Permission**

By submitting a Proposal, the Vendor agrees that the Agency may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Vendor consents to such copying and warrants that such copying will not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

## **2.22 Release of Claims**

By submitting a Proposal, the Vendor agrees that it will not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided in the RFP or concerning the Agency's failure, by negligence or otherwise, to provide the Vendor with pertinent information in this RFP.

## **2.23 Evaluation of Proposals Submitted**

Proposals that are timely submitted and are not rejected will be reviewed in accordance with Section 5 of this RFP. The Agency will not necessarily award a contract resulting from this RFP to the Vendor offering the lowest cost. Instead, the Agency will award the Contract to the Responsible Vendor whose Responsive Proposal the agency believes will provide the best value to the Agency and the State.

## **2.24 Award Notice and Acceptance Period**

Notice of Intent to Award the Contract will be sent to all Vendors submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and execution of the Contract shall be completed no later than 30 days from the date of the Notice of Intent to Award or such other time as designated by Agency. If the successful Vendor fails to negotiate and deliver an executed Contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to a Vendor the Agency believes will provide the best value to the State.

## **2.25 No Contract Rights until Execution**

No Vendor shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Vendor and the Agency.

## **2.26 Choice of Law and Forum**

This RFP and the Contract shall be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Vendors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

## **2.27 Restrictions on Gifts and Activities**

*Iowa Code Chapter 68B* restricts gifts that may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Vendors are responsible to determine the applicability of *Iowa Code Chapter 68B* to their activities and to comply with its requirements. In addition, pursuant to *Iowa Code Section 722.1*, it is a felony offense to bribe or attempt to bribe a public official.

## **2.28 No Minimum Guaranteed**

The Agency does not guarantee any minimum level of purchases under the Contract.

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## **SECTION 3 — FORM AND CONTENT OF PROPOSALS**

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### **3.1. Instructions**

These instructions prescribe the format and content of a Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the Proposal format may result in the rejection of a Proposal.

- 3.1.1. The Proposal shall be typewritten on 8.5" x 11" paper and sent in a sealed envelope.

**RFP Number: RFPCC-2015**

**RFP Title: Cafeteria Services at the State Capitol Building**

**Mark Willemsen**

1007 E. Grand Avenue

State Capitol, Room G01

Des Moines, IA 50310

***[Vendor's Name and Address]***

The Agency shall not be responsible for misdirected packages or premature opening of Proposals if a Proposal is not properly labeled.

- 3.1.2. One (1) original and two (2) copies of the Proposal in a sealed envelope shall be timely submitted to the Issuing Officer, plus one (1) electronic copy.
- 3.1.3. Proposals shall not contain promotional or display materials.
- 3.1.4. Attachments shall be referenced in the Proposal.
- 3.1.5. If a Vendor proposes more than one solution to the RFP requirements, each shall be labeled and submitted separately and each will be evaluated separately.

### **3.2. Proposal Format**

The following documents and responses shall be included in the Proposal in the order given below:

3.2.1 Transmittal Letter (Required)

An individual authorized to legally bind the Vendor shall sign the transmittal letter. The letter shall include the Vendor's mailing address, electronic mail address, fax number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of Section 2 of this RFP.

### 3.2.2 Specifications and Technical Requirements

The Vendor shall answer whether or not it will comply with each requirement in Section 4 of this RFP. Where the context requires more than a “yes” or “no” answer or the specific requirement so indicates, the Vendor shall explain how it will comply with the requirement. Merely repeating the RFP Section 4 requirements may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the requirements of the RFP or requirements the Vendor cannot satisfy. If the Vendor deviates from or cannot satisfy the requirements of this section, the Agency may reject the Proposal.

### 3.2.3 Vendor Background Information

The Vendor shall provide the following general background information:

- 3.2.3.1 Name, address, telephone number, fax number, and e-mail address of the Vendor including all “doing business as” or assumed names or other operating names of the Vendor and any local addresses and phone numbers.
- 3.2.3.2 Form of business entity, for example, corporation, partnership, proprietorship, or limited liability company.
- 3.2.3.3 State of incorporation, state of formation, or state of organization.
- 3.2.3.4 The locations, including addresses and telephone numbers, of the offices and other facilities that relate to the Vendor’s performance under the terms of this RFP.
- 3.2.3.5 Number of employees.
- 3.2.3.6 Type of business.
- 3.2.3.7 Name, address, and telephone number of the Vendor’s representative to contact regarding all contractual and technical matters concerning the Proposal.
- 3.2.3.8 Name, address, and telephone number of the Vendor’s representative to contact regarding scheduling and other arrangements.
- 3.2.3.9 Name, contact information, and qualifications of any subcontractor who will be involved with this project that the Vendor proposes to use, and the nature of the goods and/or services the subcontractor would perform.
- 3.2.3.10 Vendor’s accounting firm.

3.2.3.11 The successful Vendor will be required to register to do business in Iowa before payments can be made. For Vendor registration documents, go to <https://das.iowa.gov/procurement/vendors/how-do-business>.

**3.2.4 Acceptance of Terms and Conditions**

The Vendor shall specifically agree that by submitting a Proposal, the Vendor is accepting all terms and conditions stated in the RFP. However, if the Vendor objects to any term or condition, the Vendor must specifically refer to the RFP page and section number and provide the reason for the objection. Objections or responses that materially alter the RFP may be deemed non-responsive and may result in the rejection of the Proposal.

**3.2.5 Certification Letter**

The Vendor shall sign and submit with the Proposal, the document included as Attachment #1 (Certification Letter) in which the Vendor shall make the certifications included in Attachment #1.

**3.2.6 Authorization to Release Information**

The Vendor shall sign and submit with the Proposal, the document included as Attachment #2 (Authorization to Release Information Letter) in which the Vendor authorizes the release of information to the Agency.

**3.2.7 Firm Proposal Terms**

The Vendor shall guarantee in writing that the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm 120 days following the deadline for submitting Proposals.

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**SECTION 4 — SPECIFICATIONS AND TECHNICAL REQUIREMENTS**

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**4.1 Overview**

The successful Vendor shall provide the goods and/or services discussed below, in accordance with the specifications and technical requirements provided in this section. The Vendor shall address each requirement in this section and indicate whether or not it will comply with the requirement. If the context requires more than a “yes” or “no” answer or the section *specifically* indicates, the Vendor shall explain how it will comply with the requirement. Proposals must address each requirement. Merely repeating the requirements may be considered non-responsive and may disqualify the Vendor. Proposals must identify any deviations from the requirements of this RFP or requirements the Vendor cannot satisfy. If the Vendor deviates from or cannot satisfy the requirements of this section, the Agency may reject the Proposal.

## **4.2 Mandatory Requirements**

All items listed in this section are Mandatory Requirements. A Vendor must be able to satisfy all these requirements to be deemed a Responsible Vendor. Proposals that demonstrate satisfaction of these requirements will be reviewed by the evaluation committee and scored in accordance with the evaluation criteria described in Section 5 of this RFP.

Initially, a pass/fail evaluation will be utilized for these requirements. Vendors must mark either "yes" or "no" to each requirement in their Proposals. By indicating "yes", a Vendor agrees that it shall comply with that requirement throughout the full term of the Contract, if the Vendor is successful. In addition, if specified by the requirements or if the context otherwise requires, the Vendor shall provide references and/or supportive materials to verify the Vendor's compliance with the requirement. The Agency shall have the right to determine whether the supportive information and materials submitted by the Vendor demonstrate the Vendor will be able to comply with the Mandatory Requirements. If the Agency determines the responses and supportive materials do not demonstrate the Vendor will be able to comply with the Mandatory Requirements, the Agency may reject the Proposal.

### **4.2.1 Basic Business Requirements**

The Vendor will be responsible for the following:

Cleaning and upkeep of all equipment provided by State of Iowa

Natural gas

Trash removal from the Capitol Cafeteria to state-provided dumpsters

Paper supplies

Janitorial and custodial service

Phone service

Point-of-sale connection service

Cleaning interior windows within the Cafeteria

The Vendor's own equipment

Insurance of inventory and equipment provided by the Vendor

Employee insurance

Insurance to cover liability and damage to facilities

The Vendor's employees

License or permits required to operate a food service operation

Fire suppression system inspections (The Vendor will be required to provide documentation to certify service has been performed semi-annually)

Hood/Exhaust systems cleaned and certified (The Vendor will be required to provide documentation to certify service has been performed semi-annually)

Regular maintenance and cleaning of grease traps (The Vendor will be required to provide documentation to certify service has been performed semi-annually) and compliance with the City of Des Moines' Fats, Oil, and Grease (FOG) Ordinance.

#### **4.2.2 Supervisory Requirements**

The Vendor shall supervise and be responsible for all methods, technique sequences, and procedures for coordinating all portions of the contract.

The Vendor will operate the establishment with minimal interruptions to the food service operations.

The Vendor will provide a supervisor who is ServSafe certified and will maintain the sanitation needs of the kitchen areas.

The Vendor shall be responsible for the acts and omissions of all the Vendor's employees and all subcontractors. Incompetent or incorrigible employees or subcontractors shall be dismissed by the Vendor, when so determined by the Agency, and such persons shall be prohibited from carrying out the work of the Contract without the written consent of the Agency.

#### **4.2.3 Customer Service**

All foods and beverages sold in the cafeteria must have price labels on them or posted on a nearby sign.

Prices are to be competitive for similar products at nearby commercial operations.

Management must be present in the cafeteria (at least one manager or supervisor) at all times.

Management will continually monitor the operations, resolve issues in service, food outages, or customer requests, and manage the flow of customers in the cafeteria.

#### **4.2.4 Food Variety and Nutrition Standards**

Menus are to be interesting and innovative, providing a wide variety of food and beverages to meet customer preferences.

Daily, weekly, seasonal, and holiday special menu items and promotions should be scheduled, discounted, and bundled, and special prices offered.

Salad bars shall have a minimum of four fresh-cut fruits, six fresh-cut vegetable toppings, assorted salads and other toppings, a minimum of four regular salad dressings, and two low-fat salad dressings.

Soups offered daily must include broth- or cream-based, including a low-sodium option.

Low-fat milk, skim milk, and 100% fruit juice must be available daily.

Drinking water, preferably chilled tap, must be offered at no charge at all meal service events.

Menu items must have a mix of made-to-order and pre-made “grab and go” choices.

Vendors must also comply with the following requirements related to specific food categories:

1. Fruits
  - a. All canned or frozen fruit must be packaged in 100% water or its own juice, with no added sweeteners.
  - b. Offer at least three whole or sliced fruits daily.
  - c. Offer a variety, including seasonal fruits.
2. Vegetables
  - a. Offer daily, at least one raw, salad-type vegetable and at least one steamed, baked or grilled vegetable seasoned without fat or oil.
  - b. Offer a variety, including seasonal vegetables.
3. Cereals or Grains
  - a. When a bread or pasta is offered, a whole grain option (50% or more whole grains by weight or having whole grains as the first ingredient) should be offered for that item as a standard choice.
  - b. At least 50% of cereals must have  $\geq 3$ g of fiber and  $\leq 10$ g total sugars per serving.

4. Dairy/yogurt/cheese/fluid milk
  - a. If milk is offered as a beverage, only offer 2%, 1%, and non-fat fluid milk. Whole milk can be offered as a choice for a coffee whitener.
  - b. If cottage cheese items are offered, only offer low-fat or non-fat (2% or less) items.
  - c. Only offer 2%, 1%, or non-fat yogurt.
  - d. If yogurt is offered, yogurt with no added caloric sweeteners should be a choice.
  - e. If yogurt is offered, offer yogurts labeled as reduced or less sugar according to FDA labeling standards.
  
5. Protein Foods
  - a. Offer lean meat, poultry, fish, or low-fat vegetarian choices daily.
  - b. At least twice per week, offer an entree with a vegetarian protein source.
  
6. Beverages
  - a. At least 50% of available beverage choices (other than 100% juice and milk) must be  $\leq 40$  kcal/serving.
  - b. Only offer 100% fruit juice or juice with added water and no added caloric sweeteners.
  - c. Offer drinking water and ice at no charge.

#### **4.2.5 Food Quality**

Foods are to be wholesome, freshly prepared, and served with attractive presentations.

Food temperatures will be maintained at safe temperatures and not held in a serving area for more than four hours. Hot foods are to be held at the temperatures in accordance with ServSafe guidelines. Temperatures will be regularly checked and logged on a temperature log located at each storage location.

Foods are to be cooked by a variety of methods that may include baked, steamed, grilled (charbroiled and/or griddle), fried, or microwaved.

Standardized recipes will be used to ensure consistent products and fulfillment of nutritional requirements.

The Vendor will meet with the Agency on a quarterly basis to discuss food quality.

#### **4.2.6 Safety**

The Vendor shall take all necessary precautions for the safety of and shall provide all necessary protection to prevent damage, injury, or loss to:

All employees and employees of subcontractors

Property and equipment of the Agency located in the facilities

#### **4.2.7 Care and Condition of Facility**

The facility and equipment furnished to the Vendor shall be maintained in the condition it was in when the contract period began. Allowances for age of equipment and facility will be taken into account. The Agency reserves the right to inspect the facility and equipment and make suggestions to the Vendor. Upon reasonable notice, the Agency or its representative may enter the premises at any reasonable time for the purpose of inspecting the premises or for the servicing of any utilities.

The facility will maintain a clean and orderly food preparation area and implement a clean-as-you-go policy.

#### **4.2.8 Vendor's Duty of Care and Maintenance**

The Vendor shall, after taking possession of facilities and until the termination of the contract, at the Vendor's expense, care for and maintain the facility in a reasonably safe and serviceable condition, except for structural parts of the building. The Vendor will not permit or allow the facilities to be damaged or depreciated in value by any act of negligence.

The Vendor agrees to keep faucets closed to prevent waste of water and flooding of facilities and promptly take care of any leakage or stoppage in any of the water, gas, or gray-water pipes. The Vendor shall make no structural alterations or improvements without the written approval of the Agency, which approval shall not be unreasonably withheld.

The Vendor is responsible for securing all doors within and on its contracted facilities and shall exert diligence in keeping building and facility entrances locked after normal business hours.

The Vendor will make no unlawful use of said facilities and agrees to comply with all applicable valid regulations of the Iowa Board of Health, any applicable city ordinances, the laws of the State of Iowa, and the federal government, but this provision shall not be construed as creating any duty by the Vendor to members of the general public.

#### 4.2.9 **Outside Advertising Restriction**

Exterior advertising logos or signage will not be allowed without prior approval of the Secretary of the Senate and the Chief Clerk of the House.

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### **SECTION 5 — EVALUATION AND SELECTION**

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#### **5.1 Introduction**

This section describes the evaluation process that will be used to determine which Proposal provides the greatest benefit to the State. The Agency will not necessarily award the Contract to the Vendor offering the lowest cost to the Agency. Instead, the Agency will award the contract to the Vendor whose responsive proposal the Agency believes will provide the best value to the State.

#### **5.2 Evaluation Committee**

The Agency intends to conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. The Agency will use an evaluation committee to review and evaluate the Proposals.

#### **5.3 Overview of Evaluation**

All Proposals will be first evaluated to determine if they comply with the Mandatory Requirements described in Section 4 of this RFP. The evaluation committee will fully evaluate and score all Responsive Proposals submitted by Responsible Vendors in accordance with this section. To be deemed a Responsible Vendor and a Responsive Proposal, the Proposal must answer “yes” to all parts of Section 4.2 of this RFP and include supportive materials as required to demonstrate the Vendor will be able to comply with the Mandatory Requirements in Section 4 of this RFP.

#### **5.4 Evaluation Criteria**

Evaluation of Proposals will be based on the following criteria, which are not listed in any particular order of importance.

- 5.4.1 State your proposed staffing plan for running the cafeteria, including total number of employees needed, staff makeup (employees and management), operating crew size, and the like.
- 5.4.2 Describe relevant experience of main staff or include résumés (for example, for the manager and caterer).
- 5.4.3 Describe the plans for promotion of the cafeteria.
- 5.4.4 Describe the proposed hours of operation.
- 5.4.5 The Vendor will include a plan for startup of the operation and a timeline to include moving in inventory and equipment, hiring and training staff, and the like.

- 5.4.6 The Vendor will address any facility issues that it believes are not covered in the RFP Pre-Proposal Conference and suggest how the issues should be resolved.
- 5.4.7 The Vendor will provide evidence of any major fines or violations to like operations that have occurred in the last five years.
- 5.4.8 The awarded Vendor will be required to submit a certificate of insurance prior to occupying the facilities.
- 5.4.9 The Vendor will include a separate listing of the types of items with prices that it proposes to offer as menu items for the facilities. Vendor will submit a monthly cycle menu plan that meets the nutrition requirements listed in Section 4.2 of this RFP, including pricing.
- 5.4.10 The Vendor will describe its experience with catering and propose how it can work with other catering services (for example, local restaurants, grocery delis, and the like) to provide catering services.
- 5.4.11 Cost of goods and services.
- 5.4.12 Satisfactory performance on previous and present contracts similar in scope to the subject of this RFP.
- 5.4.13 Financial stability of the Vendor.
- 5.4.14 Compliance with RFP and contract terms, conditions, and Proposal format.
- 5.4.15 Demonstrated quality of proposed services and products.
- 5.4.16 Plans for assurance of high quality service.

## 5.5 **Tied Proposals**

An award shall be determined by a drawing when responses are received that are equal in all respects. Whenever it is practical to do so, the drawing will be held in the presence of the Vendors who are tied. Otherwise the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.

Notwithstanding the foregoing, if a tied bid involves an Iowa Vendor and a Vendor outside the State of Iowa, the Iowa Vendor will receive preference. If a tied bid involves one or more Iowa Vendors and one or more Vendors outside the state of Iowa, a drawing will be held among the Iowa Vendors only.

In the event of a tied bid between Iowa Vendors, the department shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the Vendors have complied with ESGR standards. Preference, in the case of a tied bid, shall be given to Iowa Vendors complying with ESGR standards.

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## SECTION 6 — CONTRACTUAL TERMS AND CONDITIONS

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### 6.1 **Contract Terms and Conditions**

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms, and conditions of the RFP, written clarifications or changes made in accordance with the provisions of the RFP, the contract terms and conditions contained at the web address indicated on the RFP cover sheet, the offer of the successful Vendor contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Vendor to the provisions or terms and conditions of the RFP shall be incorporated into the Contract unless the Agency has explicitly accepted the Vendor's objection or amendment in writing.

The contract terms and conditions contained at the web address indicated on the RFP cover sheet will be incorporated into the Contract. The contract terms and conditions may be supplemented at the time of contract execution and are provided to enable Vendors to better evaluate the costs associated with the RFP requirements and the Contract. All costs associated with complying with these requirements should be included in any pricing quoted by the Vendor.

**By submitting a Proposal, each Vendor acknowledges its acceptance of the RFP specifications and the contract terms and conditions without change except as otherwise expressly stated in its Proposal. If a Vendor takes exception to a provision, it must state the reason for the exception and set forth in its Proposal the specific RFP language or contract language it proposes to include in place of the provision. Exceptions that materially change the contract terms and conditions or the requirements of the RFP may be deemed non-responsive by the Agency, in its sole discretion, resulting in the possible rejection of the Proposal.** The Agency reserves the right to either award a Contract without further negotiation with the successful Vendor or to negotiate Contract terms with the successful Vendor if the best interests of the State would be served.

### 6.2 **Contract Length**

The term of the Contract will begin and end on the dates indicated on the RFP cover sheet. The Agency shall have the sole option to renew the Contract upon the same or more favorable terms and conditions for up to the number of annual extensions identified on the RFP cover sheet.

### 6.3 **Insurance**

The Contract will require the successful Vendor to maintain insurance coverages of the types and in the minimum amounts set forth below.

The Vendor shall, at its sole expense, maintain in full force and effect, with insurance companies admitted to do business in the State of Iowa and acceptable to the Agency, insurance covering its work of the types and in the amounts required by this Contract. The Vendor's insurance shall, among other things, insure against any loss or damage resulting from or related to Vendor's performance of this Contract regardless of the date the claim is filed or expiration of the policy. All insurance policies required by this Contract shall: (i) be subject to the approval of the Agency; (ii) remain in full force and effect for the entire term of this Contract; and (iii) not be canceled, reduced, or changed without the Agency's prior written consent. The State of Iowa and the Agency shall be named as additional insured on all such policies, and all such policies shall include the following endorsement: "It is hereby agreed and understood that the State of Iowa and the Iowa General Assembly are named as additional insured, and that the coverage afforded to the State of Iowa and the Iowa General Assembly under this policy shall be primary insurance. If the State of Iowa or the Iowa General Assembly has other insurance which is applicable to a loss, such other insurance shall be on an excess, secondary, or contingent basis. The amount of the insurer's liability under this policy shall not be reduced by the existence of such other insurance." Unless otherwise requested by the Agency, the Vendor shall cause to be issued insurance policies with the coverage set forth below.

**6.3.1 Type of Insurance**

Type of Insurance	LIMIT	AMOUNT
General liability (including contractual liability) written on an occurrence basis	General aggregate	\$2 million
	Products	
	comp/op	\$1 million
	Aggregate	\$1 million
Automobile liability (including contractual liability) written on an occurrence basis	Personal injury	\$1 million
	each occurrence	\$1 million
Excess liability, umbrella form	Combined single limit	\$1 million
Errors and omissions insurance	Each occurrence	\$1 million
	Aggregate	\$1 million
Property damage	Each occurrence	\$1 million
Workers' compensation and employer liability	Aggregate	\$1 million
	As required by Iowa law	As required by Iowa law

- 6.3.2 **Claims Provision.** All insurance policies required by the Contract must provide coverage on an “occurrence basis” for all claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy.
- 6.3.3 **Certificates of Coverage.** At the time of execution of this Contract, the Vendor shall deliver to the Agency certificates of insurance certifying the types and the amounts of coverage, certifying that said insurance is in force before the Vendor starts work, certifying that said insurance applies to, among other things, the work, activities, products, and liability of the Vendor related to this Contract, certifying that the State of Iowa and the Iowa General Assembly are named as additional insured on the policies of insurance by endorsement as required herein, and certifying that no cancellation or modification of the insurance will be made without at least 30 days’ prior written notice to the Agency. All certificates of insurance shall be subject to approval by the Agency. The Vendor shall simultaneously with the delivery of the certificates deliver to the Agency one duplicate original of each insurance policy.
- 6.3.4 **Liability of Vendor.** Acceptance of the insurance certificates by the Agency shall not act to relieve the Vendor of any obligation under the Contract. It shall be the responsibility of the Vendor to keep the respective insurance policies and coverage current and in force during the life of the Contract. Vendor shall be responsible for all premiums, deductibles, and for any inadequacy, absence, or limitation of coverage, and the Vendor shall have no claim or other recourse against the State or the Agency for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Vendor. Notwithstanding any other provision of the Contract, the Vendor shall be fully responsible and liable for meeting and fulfilling all of its obligations under Section 6 of this RFP.
- 6.3.5 **Waiver of Subrogation Rights.** The Vendor shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the Agency or the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the Agency.
- 6.3.6 **Filing of Claims.** In the event either the Agency or the State suffers a loss and is unable to file a claim under any policy of insurance required under this Contract, the Vendor shall, at the Agency’s request, immediately file a proper claim under such policy. The Vendor will provide the Agency with proof of filing of any such claim and keep the Agency fully informed about the status of the claim. In addition, the Vendor agrees to use its best efforts to pursue any such claim, to provide information and documentation requested by any insurer providing insurance required hereunder, and to cooperate with the Agency and the State. The Vendor shall pay to the Agency and the State any insurance proceeds or payments it receives in connection with any such claim immediately upon the Vendor’s receipt of such proceeds or payments.

**6.3.7 Proceeds.** In the event the Agency or the State suffers a loss that may be covered under any of the insurance policies required under Section 6 of this RFP, neither the Vendor nor any subsidiary or affiliate thereof shall have any right to receive or recover any payments or proceeds that may be made or payable under such policies until the Agency and/or the State have fully recovered any losses, damages, or expenses sustained or incurred by it (subject to applicable policy limits), and the Vendor hereby assigns to the Agency and the State all of its rights in and to any and all payments and proceeds that may be made or payable under each policy of insurance required under this Contract.

**6.4 Surrender of Facilities at the End of Term**

The Vendor agrees that upon the termination of the Contract, it will surrender, yield up, and deliver the premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of the Vendor. The Vendor will return all keys to the Agency.

The Vendor may, at the expiration of the term of the Contract, or renewal, if the Vendor is not in default hereunder, remove any fixtures or equipment which said the Vendor has installed in the facilities, providing the Vendor repairs any and all damages caused by removal.

The Vendor assumes responsibility and agrees to pay for any and all property losses or personal injuries arising out of the use and occupancy of the facilities that are incurred by reason of the negligence of the Vendor or its employees or agents to the full extent permitted by *Chapter 669, Code of Iowa*, and pursuant to the procedures set forth therein.

Upon termination under any condition, the Vendor shall have the cafeteria area, including the kitchen, equipment, and all utensils professionally cleaned. Agency shall inspect the cafeteria area and equipment prior to the Vendor vacating the premises. The Parties shall work together to establish a time for the inspection at a mutually convenient date and time.

Additionally, the Vendor shall return all keys, badges, and other items provided by the Agency prior to vacating the premises. The Agency shall provide a list of all items that need to be returned, and shall review the inventory list with the Vendor to ensure that all items provided to the Vendor are returned in good working order.

**Attachment #1**  
**Certification Letter**

Alterations to this document are prohibited under Section 2.13.12 of this RFP.

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

Mark Willemsen

Re: Request for Proposal Number RFPCC-2015 PROPOSAL CERTIFICATIONS

Dear Mr. Willemsen:

I certify that the contents of the Proposal submitted on behalf of \_\_\_\_\_ (Vendor) in response to Request for Proposal for food services at the Capitol Building are true and accurate. I also certify that Vendor has not knowingly made any false statements in its Proposal.

**Certification of Independence**

I certify that I am a representative of Vendor expressly authorized to make the following certifications on behalf of Vendor. By submitting a Proposal in response to the RFP, I certify on behalf of the Vendor the following:

1. The Proposal has been developed independently, without consultation, communication, or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.
2. The Proposal has been developed independently, without consultation, communication, or agreement with any other Vendor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly, prior to Agency's issuance of the Notice of Intent to Award the Contract.
4. No attempt has been made or will be made by Vendor to induce any other Vendor to submit or not to submit a Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Vendor and the Agency or any other state agency that interferes with fair competition or constitutes a conflict of interest.

## **Certification Regarding Debarment**

6. I certify that, to the best of my knowledge, neither Vendor nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three-year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three-year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Vendor knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

## **Certification Regarding Registration, Collection, and Remission of Sales and Use Tax**

7. Pursuant to *Iowa Code Sections 423.2(10) and 423.5(4)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code Chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Vendors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Proposal in response to the (RFP), the Vendor certifies the following: (check the applicable box)

- Vendor is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 423*; or
- Vendor is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code sections 423.1(47) and (48)*.

Vendor also acknowledges that the Agency may declare the Vendor's Proposal or resulting contract void if the above certification is false. The Vendor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract in addition to other remedies available to Agency.

Sincerely,

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**[Name and Title]**

**Attachment #2**  
**Authorization to Release Information Letter**

Alterations to this document are prohibited under Section 2.13.12 of this RFP.

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

Mark Willemsen

Re: Request for Proposal Number RFPC-2015 AUTHORIZATION TO RELEASE INFORMATION

Dear Mr. Willemsen:

\_\_\_\_\_ (Vendor) hereby authorizes the Iowa General Assembly (“Agency”) or a member of the evaluation committee to obtain information regarding its performance on other contracts, agreements, or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Vendor in response to Request for Proposal Number RFPC-2015.

The Vendor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Vendor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Vendor is willing to take that risk.

The Vendor hereby releases, acquits, and forever discharges the State of Iowa, the Agency, their officers, directors, employees, and agents from any and all liability whatsoever, including all claims, demands, and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency or the evaluation committee in the evaluation and selection of a successful Vendor in response to the RFP.

The Vendor authorizes representatives of the Agency or the evaluation committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Vendor’s Proposal submitted in response to RFP.

The Vendor further authorizes any and all persons and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, its business reputation, and any other matter pertinent to the evaluation of the Vendor’s Proposal. The Vendor hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees, and agents from any and all liability whatsoever, including all claims, demands, and causes of action of every nature and kind affecting the Vendor that it may

have or ever claim to have relating to information, data, opinions, and references supplied to the Agency or the evaluation committee in the evaluation and selection of a successful Vendor in response to RFPCC-2015.

A photocopy or facsimile of this signed authorization is as valid as an original.

Sincerely,

\_\_\_\_\_  
**[Printed Name of Vendor Organization]**

\_\_\_\_\_  
**[Name and Title of Authorized Representative]**

\_\_\_\_\_  
**[Date]**

**Attachment #3  
Vendor Requirement Checklist**

RFP REFERENCE SECTION	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
Vendor's Proposal 1-Original 2-Copies 1-Electronic			
Certification Letter (Attachment 1)			
Authorization to Release Information (Attachment 2)			

**Attachment #4**  
**Equipment List for**  
**State Capitol Cafeteria**

Item	Quantity	Description
1	1	Walk-in Cooler/Freezer Model No. Kolpack
2	1	Walk-in, Water-Cooled Remote Indoor System, Omni Temp Refrigeration Model No. WH-WC-V-503
3	6	Shelving, Wire, Metro Model No. 2442NK3
4	20	Shelving, Wire, Metro Model No 2436NK3
5	5	Shelving, Wire, Metro Model No 1860NC
6	4	Sink, Hand, Eagle Group Model No HAS-10-FDPS
7	1	Pizza Prep Table Refrigerated Randell Model No 8260N
8	2	Shelf, Wall-Mounted, 14 GA 304 SS, 12; W x 5' long Model No 8260N
9	1	Food Mixer 40 Qt Model No Hobart D340-6009
10	1	Work Table, 108" long, Eagle Group Model No T30108STE
11	2	Shelf, Wall-Mounted, 14 Ga 304 SS 12" W x 6' long, Eagle Group Model No WS1272-14/3
12	1	Work Table, 96" long, Eagle Group Model No T3069STEM-BS
13	1	Food Slicer, Hobart Model No 2712-1
14	1	Tilting Kettle, Gas, Cleveland Range, Inc. Model No KGL-40-T
15	1	Q-Matic Model No 20E
16	1	Refrigerator, Undercounter, True Food Service Model No TUC-72
17	1	Vent Master Model No CM-X-B
18	1	Steamer, Convection Countertop, Cleveland Range Model No 21CGA5

19	1	Range, Gas, Heavy-Duty, 34" Garland/IS Range Model No M44R
20	1	Convection Oven, Gas, Garland/US Range Model No MCO-GS-20-S
21	1	Vent Master Model No M-X-B
22	1	Ansul Fire Protection Model No PIRANHA
23	1	Ice maker, Cube-Style Manitowoc Model No SD-1003W
24	1	Ice Bin, Follett Corporation, Model No SG1010-48
25	1	Floor Trough IMC/Teddy Model No CFT-1260
26	1	Work Table, 96" long, Eagle Group Model No T3096STEM-BS
27	2	Shelf, wall-mounted, 12" W x 8' Long, Eagle Group Model WS1296-14-3
28	1	Refrigerator, Roll-in, True Food Service, Model No TA1RR1-1S
29	1	Roll-In Refrigerator Rack, CresCor Model No 207-1811-D
30	2	Flatware Cart, Kevry
31	1	Snack Shelf, NIC
32	1	Refrigerated Counter, Sand. Top Randell Model No 9230-32-7
33	1	Food Warmer, Drop-in Elec Wells Model No MOD-500TDM
34	1	Hot Food Display Case Countertop, Hatco Model No FSDT-2
35	1	Heated Cabinet, Mobile, Half Height Metro Model No C190
36	1	Popcorn Popper Gold Medal Products Model No 2022EN
37	1	Heated Cabinet, Mobile, Half Height, Hatco Model No FSHC-7-2
38	1	Paper cup dispenser, Dispense Rite Model No BFL-R-3BB
39	1	Refrigerate/Freezer, Reach-in Traulsen Model No RDT132DUT-HHS
40	1	Fryer, Multiple Deep Fat, Gas Pitco Frialator Model No 2-SG14S-FD
41	1	Griddle, Counter Unit, Gas Keating Model No 30X30FT-G

42	1	Char Broiler, Gas, Counter Model Garland/US Range Model No GXRN30
43	1	Vent Master Model No H-CM-X-B
44	1	Tea Brewer, FETCO Corp, Model No TBS-21A
45	1	Coffee Brewer for Satellites FETCO Corp., Model No CBS-52-H-15
46	1	Dispenser, Packet, Server Products Model No 85140
47	3	Condiment Dispenser, Pump-Style Server Products Model No 07030
48	1	Sink, Three Compartment Eagle Group Model No FN2060-3-24-14/3
49	1	Shelf with Pot Rack, 12" x 96" Eagle Group Model No WSP1296
50	1	Dish table, soiled, Eagle Group Model No SDTR-60-14/3
51	1	Disposer, InSinkErator Model No SS-300-12A-AS101
52	1	Dishwasher, door type, Hobart Model No AM15F-BUILDUP
53	1	Dishtable, clean, Eagle Group Model No DCTL-60-14/3
54	4	Shelving, Louvered/Slotted, Metro Model No 246OHLs
55	3	Trash Container, Rubbermaid, Model No 2643
56	2	Trash Container, Rubbermaid, Model No 3554
57	1	Pot Rack, Table Mounted, Eagle Group, Model No TM72PR
58	2	Toaster, Pop-Up Toastermaster Waring
59	1	Microwave Oven, Amana Comm Products, Model No RCS10MPA
60	2	Food Warmer, Drop-In Electric Wells Model No SS-8ULTD
61	1	Refrigerated Counter, Griddle Stand Delfield Model No F2862
62	1	Food Warmer, Drop-In Electric Wells Model No SS-10ULTD
63	1	Food Warmer, Drop-In Electric Wells Model No SS-10ULTD
64	1	Food Shield Kevry Model No DECO-200

65	1	Rack, shelves, 21" x 42" slanted Eagle Group Model No 606642
66	1	Mop Holder, three pole, Eagle Model No 312688