# REQUEST FOR PROPOSAL

## Administrative Information

<table>
<thead>
<tr>
<th>RFP Number</th>
<th>Title of RFP</th>
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<tbody>
<tr>
<td>RFP0517005043</td>
<td>Food Service at the Lucas State Office Building</td>
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<tr>
<th>Agency</th>
<th>Iowa Department of Administrative Services (DAS)</th>
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<tr>
<th>Number of years of the initial term of the contract</th>
<th>Number of possible annual extensions</th>
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<tbody>
<tr>
<td>2</td>
<td>4</td>
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**State Issuing Officer:**
- Randy Bennett
- Phone: 515-725-2925
- E-mail: randy.bennett@iowa.gov

**Mailing Address:**
- Iowa Department of Administrative Services
- Hoover State Office Building, Level 3
- 1305 East Walnut Street
- Des Moines, IA 50319-0105

## PROCUREMENT TIMETABLE—Event or Action | Date/Time (Central Time)

- State Posts Notice of RFP on TSB website: October 10, 2016
- State Issues RFP: October 13, 2016
- **Mandatory Site Visit Location and Address:**
  - Lucas State Office Building – 6th Floor
  - 321 E. 12th Street
  - Des Moines, Iowa 50319
  - October 20, 2016 @ 11:00 A.M., CST.
- Follow-up RFP written questions, requests for clarification, and suggested changes from Respondents due (no questions accepted or responded to after this date): October 26, 2016 @ 2:00 P.M., CST
- Proposals Due: November 14, 2016 @ 2:00 P.M., CST

**Relevant Websites**
- Internet website where Addenda to this RFP will be posted: [http://bidopportunities.iowa.gov](http://bidopportunities.iowa.gov)
- Internet website where contract terms and conditions are posted: [https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf](https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf)

**Number of Copies of Proposals Required to be Submitted:**
- 1 Original, 3 Copies, and 1 Digital

**Firm Proposal Terms**
- The minimum number of days following the deadline for submitting proposals the Respondent guarantees all proposal terms, including price, will remain firm is 120 Days.
SECTION 1 INTRODUCTION

1.1 Purpose
The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Respondents to provide the food services identified on the RFP cover sheet and further described in Section 4 of this RFP to the Agency identified on the RFP cover sheet. The Agency intends to award a Contract(s) for the initial period identified on the RFP cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

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

“Agency” means the agency identified on the RFP cover sheet is issuing the RFP and any other agency which purchases from the Contract.

“Contract” means the contract(s) entered into with the successful Contractor(s) as described in Section 6.

“Contractor” means the awarded business/person to provide the contractual services agreed upon.

“General Terms and Conditions” shall mean the General Terms and Conditions for Services Contracts as referenced on the RFP cover page.

“Proposal” means the Respondent’s proposal submitted in response to the RFP.

“Respondent” means the company, organization or other business entity submitting a proposal in response to this RFP.

“Responsible Respondent” means a Respondent who has the capability in all material respects to perform the specifications of the Contract. In determining whether a Respondent is a Responsible Respondent, the Agency may consider various factors including, but not limited to, the Respondent’s competence and qualifications to provide the goods or services requested, the Respondent’s integrity and reliability, the past performance of the Respondent and the best interest of the Agency and the State.

“Responsive Proposal” means a Proposal which complies with the material provisions of this RFP.

“RFP” means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.

“State” means the State of Iowa, the Agency identified on the RFP Cover Page, and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.
1.3 **Overview of the RFP Process**

This RFP is designed to provide Respondents with the information necessary for the preparation of competitive Proposals. The RFP process is for the Agency’s benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Respondent is responsible for determining all factors necessary for submission of a comprehensive Proposal.

Respondents will be required to submit their Proposals in hardcopy and on digital media (i.e. CD, USB drive, etc.). It is the Agency’s intention to evaluate Proposals from all Respondents which submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 6, Evaluation and Selection.

1.4 **Background Information**

The State of Iowa is seeking proposals regarding the provision of Food Services to State employees and to the general public at the Lucas State Office Building, optional food delivery services to other State office buildings, and optional food catering services to State agencies. Per the Code of Iowa, vending machine services at the Lucas State Building are managed by the Iowa Department for the Blind. The Lucas State Office Building is located on the Capitol Complex. Attached to this request is a map of the Capitol Complex (Attachment #4), layout of the Lucas Building Food Service Space (Attachment #5), a current list of food service equipment (Attachment #6) available to the Respondent, and a recent count of employees occupying State office buildings on the Capitol Complex during the work week (Attachment #7).

1.4.1 The State will provide for Contractor’s use in performing services under the Contract and **At No Cost to the Contractor:**

- Food service space which includes preparation, serving, storage, dining, and office areas. The dining space is used for dining, meetings, etc.
- Electricity
- Heat
- Air Conditioning
- Water
- Sewer
- Dumpster Services
- Snow removal of parking lot, building entrance, and building sidewalks
- Lawn Service
- Snow and ice maintenance of Contractor delivery area
- Building access and food service area access
- Dining area furniture which includes chairs and tables
- Contractor staff parking permits.
- Initial cleaning of equipment identified for use by Contractor.

**NOTE:** The State does not warrant the working condition of any State-owned equipment.

1.4.2 Contractor is responsible for all other costs of providing food services including, but not limited to:

- Food products, tableware, and supplies.
- Food service space renovation, subject to prior approval by the Agency.
• Maintenance or replacement of existing State-owned equipment, subject to prior approval by the Agency.
• Maintenance of Contractor-owned equipment.
• Required food service licenses.
• Required insurance.
• Custodial and maintenance services for food service area space (preparation, serving, and office) if used and bus services in dining area.
• Pest control for food service area space, subject to prior approval by the Agency.
• Contractor’s personnel expenses.
• Communication connections
• Equipment or software required by Contractor to conduct business

1.4.3 The Contractor is responsible for providing a variety of quality foods. The Contractor shall offer food items including healthy food and beverage choices which are consistent with the current Dietary Guidelines for Americans (https://health.gov/dietaryguidelines/2015/guidelines/executive-summary/)
SECTION 2 ADMINISTRATIVE INFORMATION

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, Respondents 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 2.6. Oral questions related to the interpretation of this RFP will not be accepted. Respondents may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except Respondents may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

2.3 Anonymous Respondent Communications
Please note the Respondent’s sole point of contact regarding this RFP is the Issuing Officer. After contacting the Issuing Officer, if a Respondent has concerns which may not have been adequately addressed, a Respondent may contact a DAS Internal Auditor and remain anonymous. The DAS Internal Auditors are independent third parties separate from the Issuing Officer.

The Internal Auditors may be reached at DAS.internalauditor@iowa.gov or confidential letters may be mailed to:

DAS Internal Auditor
Hoover Building, Third Floor
1305 E. Walnut
Des Moines, IA 50319-0105

2.4 Downloading the RFP from the Internet
The RFP and any addenda to the RFP will be posted at http://bidopportunities.iowa.gov/. The Respondent is advised to check the website periodically for addenda to this RFP, particularly if the Respondent downloaded the RFP from the Internet as the Respondent may not automatically receive addenda. It is the Respondent's sole responsibility to check daily for addenda to posted documents.

2.5 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 Respondent submissions, the Agency will issue an addendum to the RFP.

2.6 Questions, Requests for Clarification, and Suggested Changes
Respondents are invited to submit written questions and requests for clarifications regarding the RFP. Respondents may also submit suggestions for changes to the specifications 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 the RFP, Respondent shall reference the page and section number(s). The Agency will post written responses to questions, requests for clarifications, or suggestions received from Respondents. The Agency’s written responses will become an addendum to the RFP. If the Agency decides to adopt a suggestion which 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 **Mandatory Site Visit**
Respondents who fail to attend the Mandatory Site Visit at the date, time, and location specified on the RFP cover sheet will be disqualified. Questions asked at the Mandatory Site Visit which cannot be answered during the conference may be deferred. A copy of all questions and answers will be posted in the form of an addendum at: [http://bidopportunities.iowa.gov/](http://bidopportunities.iowa.gov/).

2.8 **Amendment to the RFP**
The Agency reserves the right to amend the RFP at any time using an addendum. The Respondent 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 Respondents to amend their Proposals in response to the addendum.

2.9 **Amendment and Withdrawal of Proposal**
The Respondent 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 Respondent and received by the time set for the receipt of Proposals. Electronic mail and faxed amendments will not be accepted. Respondents must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

2.10 **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 specification and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and returned unopened to the Respondent.** Respondents mailing Proposals must allow ample mail delivery time to ensure timely receipt of their Proposals. It is the Respondent’s responsibility to ensure 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.

Respondents must furnish all information necessary to enable the Agency to evaluate the Proposal. Oral information provided by the Respondent shall not be considered part of the Respondent's Proposal unless it is reduced to writing.
2.11 **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 Respondents who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Respondents who timely submitted Proposals does not mean an individual Proposal has been deemed technically compliant or accepted for evaluation.

2.12 **Costs of Preparing the Proposal**
The costs of preparation and delivery of the Proposal are solely the responsibility of the Respondent.

2.13 **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.

2.14 **Rejection of Proposals**
The Agency may reject outright and not evaluate a Proposal for reasons including without limitation:

- **2.14.1** The Respondent acknowledges a mandatory specification of the RFP cannot be met.
- **2.14.2** The Respondent’s Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specification of the RFP.
- **2.14.3** The Respondent’s Proposal limits the rights of the Agency.
- **2.14.4** The Respondent fails to include information necessary to substantiate it will be able to meet a specification of the RFP as provided in Section 4 of the RFP.
- **2.14.5** The Respondent fails to timely respond to the Agency’s request for information, documents, or references.
- **2.14.6** The Respondent fails to include proposal security, if required.
- **2.14.7** The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 4 of this RFP.
- **2.14.8** The Respondent presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- **2.14.9** The Respondent initiates unauthorized contact regarding the RFP with state employees.
- **2.14.10** The Respondent provides misleading or inaccurate responses.
2.14.11 The Respondent’s Proposal is materially unbalanced.

2.14.12 There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency the Respondent is a Responsible Respondent.

2.14.13 The Respondent alters the language in Attachment #1, Certification Letter or Attachment #2, Authorization to Release Information letter.

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

2.16 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 Respondent’s qualifications and the qualifications of any subcontractor identified in the Proposal.

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

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

2.19 Proposal Clarification Process
The Agency reserves the right to contact a Respondent 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 Respondent has provided food services to the State or any other political subdivision wherever located, or requests for corrective pages in the Respondent’s Proposal. The Agency will not consider information received from or through Respondent if the information materially alters the content of the Proposal or the type of food services the Respondent is offering to the Agency. An individual authorized to legally bind the Respondent 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 rejection of the Proposal.

2.20 Disposition of Proposals
All Proposals become the property of the State and shall not be returned to the Respondent. 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 Respondent properly requests confidential treatment according to exceptions provided in Iowa Code Chapter 22 or other applicable law.

2.21 Public Records and Requests for Confidential Treatment
The Agency's release of public records is governed by Iowa Code Chapter 22. Respondents are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Respondent as non-confidential records unless Respondent requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein AND the information is confidential under Iowa or other applicable law.

A Respondent requesting confidential treatment of specific information must: (1) fully complete Form 22, (2) identify the request in the transmittal letter with the Respondent’s Proposal, (3) conspicuously mark the outside of its Proposal as containing confidential information, (4) mark each page upon which confidential information appears, and (5) submit a “Public Copy” from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Respondent: (1) enumerates the specific grounds in Iowa Code Chapter 22 or other applicable law which supports treatment of the material as confidential, (2) justifies why the material should be maintained in confidence, (3) explains why disclosure of the material would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Respondent to respond to inquiries by the Agency concerning the confidential status of such material.

The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible.

Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Respondents may not request confidential treatment with respect to pricing information and transmittal letters. A Respondent’s request for confidentiality which does not comply with this section or a Respondent’s request for confidentiality on information or material which cannot be held in confidence as set forth herein are grounds for rejecting Respondent’s Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.
If Agency receives a request for information which the Respondent has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such material, Respondent shall, at its sole expense, appear in such action and defend its request for confidentiality. If Respondent fails to do so, Agency may release the information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Respondent fails to comply with the request process set forth herein, if Respondent’s request for confidentiality is unreasonable, or if Respondent rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

2.22 Copyright Permission
By submitting a Proposal, the Respondent agrees 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 Respondent consents to such copying and warrants such copying will not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas which are presented in Proposals.

2.23 Release of Claims
By submitting a Proposal, the Respondent agrees 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, negligent or otherwise, to provide the Respondent with pertinent information in this RFP.

2.24 Respondent Presentations
Respondents may be required to make a presentation. The determination as to need for presentations, and the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Respondent to illustrate the Respondent’s Proposal. The presentation shall not materially change the information contained in the Proposal.

2.25 Evaluation of Proposals Submitted
Proposals which are timely submitted and are not rejected will be reviewed in accordance with Section 5 of the RFP. The Agency will award the Contract(s) to the Responsible Respondent(s) whose Responsive Proposal the Agency believes will provide the best food service.

2.26 Award Notice and Acceptance Period
Notice of Intent to Award the Contract(s) will be sent to all Respondents submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by Agency. If the successful Respondent fails to negotiate and deliver an executed Contract by such date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Respondent the Agency believes will provide the best value to the State.
2.27 **No Contract Rights until Execution**
No Respondent shall acquire any legal or equitable rights regarding the Respondent unless and until the Contract has been fully executed by the successful Respondent and the Agency.

2.28 **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. Respondents 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.

2.29 **Preference**
By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 117.6(1)-(2).

2.30 **Restrictions on Gifts and Activities**
*Iowa Code Chapter 68B* restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Respondents are responsible to determine the applicability of this 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.

2.31 **No Minimum Guaranteed**
The Agency does not guarantee any minimum level of purchases under the Contract.

2.32 **Appeals**
A Respondent whose proposal has been timely filed and who is aggrieved by the award of the Agency may appeal the decision by filing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the Issuing Officer. The notice must be filed within five days of the date of the Intent to Award notice issued by the Agency, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.2064. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Respondent unless the appealing Respondent properly requests and obtains a stay pursuant to 11 IAC 117.20(3).
SECTION 3  FORM AND CONTENT OF PROPOSALS

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

3.1.1  The Proposal shall be typewritten on 8.5" x 11" paper and sent in sealed envelope. The envelope shall be labeled with the following information:

RFP Number: RFP0517005043
RFP Title: Food Services at the Lucas State Office Building
Randy Bennett
Iowa Department of Administrative Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, IA 50319-0105

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

3.1.2  1 Original, 3 copies, and 1 digital copy, of the Proposal shall be timely submitted to the Issuing Officer in a sealed envelope.

Proposal Envelope Contents
1 Original Proposal (hard copy) and
3 copies (hard copies) and
1 Original Proposal (digital media)

3.1.3  If the Respondent designates any information in its Proposal as confidential pursuant to Section 2.21, the Respondent must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked “Public Copy”.

3.1.4  Attachments shall be referenced in the Proposal.

3.1.5  If a Respondent proposes more than one solution to the RFP specifications, each shall be labeled and submitted separately and each will be evaluated separately.

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

Exhibit 1 - Transmittal Letter (Required)
An individual authorized to legally bind the Respondent shall sign the transmittal letter. The letter shall include the Respondent’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 2.21.

**Exhibit 2 - Executive Summary**
The Respondent shall prepare an executive summary and overview of the food services it is proposing to offer, including all of the following information:
- Statements which demonstrate the Respondent has read and understands the terms and conditions of the RFP including the contract provisions in Section 6.
- An overview of the Respondent’s plans for complying with the specifications of this RFP.
- Any other summary information the Respondent deems to be pertinent.

**Exhibit 3 - Firm Proposal Terms**
The Respondent shall guarantee in writing the goods and/or services offered in the Proposal are currently available and all Proposal terms, including price, will remain firm 120 days following the deadline for submitting Proposals.

**Exhibit 4 - Respondent Information**
The Respondent shall provide the following general background information:
- Does your state have a preference for instate Contractors? Yes or No. If yes, please include the details of the preference.
- Name, address, telephone number, fax number and e-mail address of the Respondent including all d/b/a’s or assumed names or other operating names of the Respondent and any local addresses and phone numbers.
- Form of business entity, i.e., corporation, partnership, proprietorship, or LLC.
- Copy of W-9.
- State of incorporation, state of formation, or state of organization.
- The location(s) including address and telephone numbers of the offices and other facilities which relate to the Respondent’s performance under the terms of this RFP.
- Number of employees.
- Type of business.
- Name, address and telephone number of the Respondent’s representative to contact regarding all contractual and technical matters concerning the Proposal.
- Name, contact information and qualifications of any subcontractors who will be involved with this project the Respondent proposes to use and the nature of the goods and/or services the subcontractor would perform.
- Respondent’s accounting firm.
- Awarded Respondent will be required to register to do business in Iowa before payments can be made.
- For registration documents, go to: https://das.iowa.gov/procurement/vendors/how-do-business

**Exhibit 5 - Acceptance of Terms and Conditions**
By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the
provision. If Respondent's exceptions or responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

**Exhibit 6 - Termination, Litigation, Debarment**
The Respondent must provide the following information for the past five (5) years:
- Describe any penalties, suspensions, revocations and other enforcement actions related to food licensing, permitting, or registration by Federal, state, and local agencies during the past five years including the jurisdiction issuing the suspension, revocation and other enforcement actions; description of the action taking; and how the Respondent responded including corrective actions.
- Has the Respondent had a contract for services terminated for any reason? If so, provide full details regarding the termination.
- Describe any damages or penalties assessed against or dispute resolution settlements entered into by Respondent under any existing or past contracts for services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.
- A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Contractor or its officers have been a party.
- Failure to disclose these matters may result in rejection of the Proposal or termination of any subsequent Contract. The above disclosures are a continuing requirement of the Respondent. Respondent shall provide written notification to the Agency of any such matter commencing or occurring after submission or occurring after submission of a Proposal, and with respect to the successful Respondent, following execution of the Contract.

**Exhibit 7 - Certification Letter**
The Respondent shall sign and submit with the Proposal, the document included as Attachment #1 (Certification Letter) in which the Respondent shall make the certifications included in Attachment #1.

**Exhibit 8 - Authorization to Release Information**
The Respondent shall sign and submit with the Proposal the document included as Attachment #2 (Authorization to Release Information Letter) in which the Respondent authorizes the release of information to the Agency.

**Exhibit 9 - Mandatory Specifications**
The Respondent shall answer whether or not it will comply with each specification in Section 4.1 of the RFP. Where the context requires more than a yes or no answer or the specific specifications so indicates, Respondent shall explain how it will comply with the specification. **Merely repeating the Section 4.1 specifications may be considered non-responsive and result in the rejection of the Proposal.** Proposals must identify any deviations from the specifications of the RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

**Exhibit 10 – Experience**
Response to Technical Specification 4.2.1 should be included in Exhibit 10.
Exhibit 11 – Proposed Model
Response to Technical Specification 4.2.2 should be included in Exhibit 11.

Exhibit 12 - Food Items and Pricing
Response to Technical Specification 4.2.3 should be included in Exhibit 12.

Exhibit 13 – Marketing Plan
Response to Technical Specification 4.2.4 should be included in Exhibit 13.

Exhibit 14 - Implementation Plan
Response to Technical Specification 4.2.5 should be included in Exhibit 14.

Exhibit 15 - Operation Plan
Response to Technical Specification 4.2.6 should be included in Exhibit 15.

Exhibit 16 – Staffing Plan
Response to Technical Specification 4.2.7 should be included in Exhibit 16.

Exhibit 17 - Customer Service Plan
Response to Technical Specification 4.2.8 should be included in Exhibit 17.

Exhibit 18 – Optional Services
Response to Section 4.3 Optional Services should be included in Exhibit 18.

Exhibit 19 - Addendums
Provide signed copy of posted RFP addendums.

Exhibit 20 - Request for Confidentiality
If deemed necessary by the Respondent, the Respondent shall sign and submit with the Proposal the document included as Attachment #3 Form 22 – Request for Confidentiality.
Overview
The successful Respondent shall provide food services to the State in accordance with the mandatory specifications and scored technical specifications as provided in this Section. The Respondent shall address each specification in this Section and indicate whether or not it will comply with the specification. If the context requires more than a yes or no answer or the section specifically indicates, Respondent shall explain how it will comply with the specification. Proposals must address each specification. Merely repeating the specifications may be considered non-responsive and may disqualify the Respondent. Proposals must identify any deviations from the specifications of this RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

All items listed in this section are Mandatory Specifications. Respondents must indicate either “yes” or “no” to each specification in their Proposals and provide an explanation as to how the specification is met. By indicating “yes” a Respondent agrees it shall comply with the specification throughout the full term of the Contract, if the Respondent is successful. In addition, the Respondent shall provide references and/or supportive materials to verify the Respondent’s compliance with the specification. The Agency shall have the right to determine whether the supportive information and materials submitted by the Respondent demonstrate the Respondent will be able to comply with the Mandatory Specifications. If the Agency determines the responses and supportive materials do not demonstrate the Supplier will be able to comply with the Mandatory Specifications, the Agency may reject the Proposal.

4.1 Mandatory Specifications

4.1.1 The Respondent must provide food services with minimal unscheduled interruptions.

4.1.2 The Respondent must have a minimum of one certified food protection manager with day-to-day management responsibility for the operation and staff.

4.1.3 The Respondent must be responsible for the acts and omission of all the Respondent’s employees and all sub-contractors.

4.1.4 The Respondent must obtain the appropriate food license(s) from the Iowa Department of Inspections and Appeals prior to opening.

4.1.5 The Respondent must maintain the equipment it uses. This includes equipment requiring inspection.

4.1.6 The Respondent must follow scope of work as defined in final Contract.

4.2 Scored Technical Specifications
All items listed below are Scored Technical Specifications. All specifications will be evaluated and scored by the evaluation committee.
4.2.1 Experience
Respondent must have experience providing food service similar to the services proposed in this RFP. The Respondent must provide the following information regarding its experience:

4.2.1.1 Number of years in business.

4.2.1.2 Number of years of experience with providing the types of services sought by the RFP.

4.2.1.3 The Respondent will describe its experience with previous and present contracts within the scope of the subject of the RFP.

4.2.1.4 A list of all food services similar to those sought by this RFP which the Respondent has provided to other businesses or governmental entities.

4.2.1.5 Letters of reference from three (3) previous or current customers or clients knowledgeable of the Respondent’s performance in providing food services similar to the food services described in this RFP and a contact person, telephone number, and email address for each reference. The State, at its discretion, reserves the right to contact references.

4.2.2 Proposed Food Service Model
Respondent must have healthy and traditional food item selections on the menu items.

4.2.2.1 Provide an overall “conceptual” vision (what and how) for the provision of food services at the Lucas Building Food Service Site.

4.2.2.2 Describe the quality of proposed services.

4.2.3 Food Items and Pricing
The Respondent must provide a separate listing of the types of traditional and healthy food and beverage items, with prices, it proposes to offer.

4.2.4 Marketing Plan
Respondent must provide and maintain a promotion plan.

4.2.4.1 Describe proposed plan to promote the Lucas Building Food Service Site operation.

4.2.4.2 Describe proposed pricing models which are competitive with similar products in nearby commercial food service locations.

4.2.4.3 Describe how you will display product pricing.

4.2.5 Implementation Plan
Respondent must provide a start-up plan including timelines for the operation of the Lucas Building Food Service Site.
4.2.5.1 Respondent must identify start-up activities, responsibilities, and dates.

4.2.5.2 Describe recommended implementation strategy including on-site coordination and support services.

4.2.5.3 Identify any third party contractors involved in Respondent’s implementation strategy and describe these relationships.

4.2.5.4 Describe Respondent’s experience with installations similar in size.

4.2.6 Operations Plan
Respondent must provide and maintain a plan of operation.

4.2.6.1 Provide a detailed description regarding how you intend to operate the Lucas Building Food Service Site.

4.2.6.2 Provide suggested operating hours.

4.2.7 Staffing Plan
Respondent must provide and maintain a staffing plan.

4.2.7.1 Describe a comprehensive staffing plan for managing the Lucas Building Food Service Site.

4.2.7.2 Describe relevant experience of Respondent food service management staff and include resumes (e.g., manager, caterer).

4.2.8 Customer Service Plan
Respondent must provide high levels of customer service and maintain a food service quality control plan. Respondent should provide a plan for assurance of high quality customer service. Describe how food service quality control is performed.

4.3 Optional Services
The State may be interested in having the Contractor provide food delivery to other State office buildings and/or food catering services to other State agencies in the future. Indicate Respondent’s ability, capacity and a plan to provide such services, if so requested by the State.
5.1 **Introduction**
This section describes the evaluation process utilized to determine which Proposal provides the best food services and value to the State.

5.2 **Evaluation Committee**
The Agency will use an evaluation committee to conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. The evaluation committee will recommend an award based upon the results of their evaluation to the Agency or to such other person or entity which must approve the recommendation.

5.3 **Proposal Evaluation and Scoring**
The evaluation committee will fully evaluate and score all Responsive Proposals submitted by Responsible Respondents in accordance with this Section. All Proposals first will be evaluated to determine if they comply with the Mandatory Specifications. In addition to other RFP requirements, to be deemed a Responsive Proposal, the Proposal must:

- Answer “Yes” to all parts of Section 4.1 and include supportive materials as required to demonstrate the Respondent will be able to comply with the Mandatory Specifications and
- Obtain the minimum score for the Scored Technical Specifications.

5.4 **Tied Bids and Preferences**
An award shall be determined by a drawing when responses are received which are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the Respondents who are tied in price. 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-based Respondent or products produced within the State of Iowa and a Respondent based or products produced outside the State of Iowa, the Iowa Respondent will receive preference. If a tied bid involves one or more Iowa Respondents and one or more Respondents outside the State of Iowa, a drawing will be held among the Iowa Respondents only.

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

Second preference in tied bids will be given to Respondents based in the United States or products produced in the United States over Respondents based or products produced outside the United States.

Preferences required by applicable statute or rule shall also be applied, where appropriate.
6.1 Contract Terms and Conditions
The Contract 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 General Terms and Conditions, the offer of the successful Respondent contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Respondent to the provisions or terms and conditions of the RFP or the General Terms and Conditions shall be incorporated into the Contract unless the Agency has explicitly accepted the Respondent’s objection or amendment in writing.

The General Terms and Conditions will be incorporated into the Contract. The General Terms and Conditions may be supplemented at the time of Contract execution and are provided to enable Respondents to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with these specifications should be included in any pricing quoted by the Respondent.

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision. If Respondent’s exceptions or proposed responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Respondent or to negotiate Contract terms with the successful Respondent if the best interests of the State would be served.

6.2 Contract Length
The term of the Contract will begin upon execution of the Contract. 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 Contractor to maintain insurance coverage(s) in accordance with the insurance provisions of the General Terms and Conditions and of the type and in the minimum amounts set forth below, unless otherwise required by the Agency.
### 6.4 Additional Terms
The Contract awarded as a result of this RFP will include, but not limited to, the following:

**6.4.1 Food Quality**
The Contractor shall provide a variety of quality foods. Foods shall be wholesome, freshly prepared, and served with attractive presentations.

**6.4.1.1** Contractor shall maintain food at safe temperatures and shall not hold food in serving area for more than four hours. Contractor shall hold hot and cold foods at the temperatures in accordance with applicable laws and regulations. Contractor shall check temperatures regularly and log them on a temperature log located at each storage location.

**6.4.1.2** Contractor shall ensure consistent product and fulfillment of nutritional requirements.

**6.4.1.3** The Contractor will meet with the Agency on a quarterly basis and as requested by the Agency to discuss any and all aspects of the food service operation.

**6.4.2 Food Variety, Nutrition Standards, and Sustainability**
Contractor shall offer food items including healthy food and beverage choices which are consistent with the current Dietary Guidelines for Americans (https://health.gov/dietaryguidelines/2015/guidelines/executive-summary/).

The Contractor is encouraged to use the current United States General Service Administration and Health and Human Services Guidelines for Federal Concessions (http://www.gsa.gov/portal/content/104429) in determining product offerings, food and beverage promotions and menu/recipe development as applicable.
6.4.3 **Safety**
The Contractor shall provide all necessary protections to prevent damage, injury, or loss to:
- All customers, Contractor employees, and employees of sub-contractors
- Property and equipment at the Lucas Building Food Service Site

6.4.4 **Care and Condition of Facility and Equipment**
The Contractor shall maintain a clean and orderly food service site at all times.

6.4.4.1 Contractor shall maintain the facility and equipment furnished to the Contractor by the State.

6.4.4.2 The Agency reserves the right to inspect the facility and equipment and make recommendations to the Contractor.

6.4.4.3 The Agency or its authorized representative may enter the premises at any reasonable time for the purpose of inspecting the premises or for the servicing of any utilities.

6.4.5 **Contractor’s Duty of Care and Maintenance of Food Service Site**

6.4.5.1 The Contractor shall, after taking possession of facilities and until the expiration or earlier termination of the Contract, at its sole expense, care for and maintain the facility in a reasonable safe and serviceable condition, except for structural parts of the building. The Contractor shall not cause or allow the facilities to be damaged or depreciated in value.

6.4.5.2 The Contractor 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.

6.4.5.3 The Contractor shall make no structural alterations or improvements to the premises without the prior written approval of DAS.

6.4.5.4 The Contractor shall secure all doors within and on its contracted facilities.

6.4.5.5 The Contractor shall make no unlawful use of facilities and shall comply with all applicable regulations of the Board of Health, any applicable City Ordinances, the laws of the State of Iowa, and the Federal government.

6.4.6 **Post-Termination Obligations of Contractor**

6.4.6.1 Upon the expiration or earlier termination of the Contract, Contractor shall 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 Contractor.
6.4.6.2 The Contractor may, at the expiration or earlier termination of the Contract, and provided the Contractor is not in default hereunder, remove any fixtures or equipment which said Contractor has installed in the facilities, provided the Contractor repairs any and all damages caused by removal.

6.4.6.3 The Contractor shall be liable for any and all property losses or personal injuries arising out of its use and occupancy of the facilities and the performance of its services hereunder, which are directly or indirectly caused by the Contractor, its employees, subcontractors or agents.

6.4.6.4 Upon expiration or earlier termination of the Contract, Contractor shall have the food service site, premises, equipment, etc., professionally cleaned. The Agency shall inspect the food service site and equipment, etc. prior to the Contractor vacating the premises. The parties shall work together to establish a time for the inspection at a mutually convenient date and time.

6.4.6.5 Contractor shall return all keys, access badges, and other items provided by the State of Iowa prior to vacating the premises. The Agency shall provide a list of all items which need to be returned by Contractor, and shall review the inventory list with the Contractor to ensure all items provided to Contractor by the State are returned in good working order.
Attachment #1
Certification Letter

(Date) __________

Randy Bennett, Issuing Officer
Iowa Department of Administrative Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, IA 50319-0105

Re: RFP0517005043 - PROPOSAL CERTIFICATIONS

Dear Randy:

I certify the contents of the Proposal submitted on behalf of (Name of Respondent) in response to Iowa Department of Administrative Services for RFP0517005043 for Food Services at the Lucas State Office Building are true and accurate. I also certify Respondent has not knowingly made any false statements in its Proposal.

Certification of Independence
I certify I am a representative of Respondent expressly authorized to make the following certifications on behalf of Respondent. By submitting a Proposal in response to the RFP, I certify on behalf of the Respondent 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 Respondent 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 Respondent to induce any other Respondent 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 Respondent and the Agency or any other State agency which interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment
I certify, to the best of my knowledge, neither Respondent 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 five 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 Respondent 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
Pursuant to Iowa Code sections 423.2(10) and 423.5(8) (2016) a retailer in Iowa or a retailer maintaining a business in Iowa which 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 Contractors 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 Respondent certifies the following: (check the applicable box)

☐ Respondent is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 423; or
☐ Respondent is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(47) and (48)(2016).

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

Sincerely,

____________________________________
Signature

____________________________________
Name and Title of Authorized Representative    Date
Attachment #2
Authorization to Release Information Letter

(Date) ____________

Randy Bennett, Issuing Officer
Iowa Department of Administrative Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, IA 50319-0105

RFP0517005043 - AUTHORIZATION TO RELEASE INFORMATION

Dear Randy:

(Name of Respondent) hereby authorizes the Iowa Department of Administrative Services ("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 Respondent in response to RFP0517005043.

The Respondent acknowledges it may not agree with the information and opinions given by such person or entity in response to a reference request. The Respondent acknowledges 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 Respondent is willing to take such risk.

The Respondent 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 which 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 Respondent in response to the RFP.

The Respondent 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 Respondent’s Proposal submitted in response to RFP.

The Respondent 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, business reputation, and any other matter pertinent to the evaluation of the Respondent’s Proposal. The Respondent 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 Respondent which 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 Respondent in response to RFP.

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

Sincerely,

____________________________________
Signature

____________________________________
Name and Title of Authorized Representative

Date
Per section 2.21 of the Request for Proposal (RFP), a Respondent requesting portions of its Proposal be maintained in confidence must complete this form and submit it with its Proposal. Respondent’s should read and familiarize themselves with chapter 22 of the Iowa Code regarding release of public records before completing this form. Section 2.21 of the RFP provides the Respondent instructions regarding how to request confidential treatment of portions of its Proposal.

NOTE: Completion of this Form is the sole means of requesting confidential treatment. Completion of the form and agency’s acceptance of Respondent’s submission does not guarantee the agency will grant Respondent’s request for confidentiality. The agency may reject Respondent’s Proposal entirely in the event Respondent requests confidentiality and does submit a fully completed Form or requests confidentiality for portions of its Proposal which are improper under the RFP.

To request confidentiality, Respondent must provide the following information:

1. [ ] Respondent must present its request for confidentiality in the transmittal letter of its proposal. **Check box when completed.**

2. [ ] Respondent must conspicuously mark confidential material in its proposal in accordance with section 2.21 Public Records and Requests for Confidential Treatment. **Check box when completed.**

3. Respondent must specifically identify and list the proposal section(s) for which it seeks confidentiality and answer the following questions for each section listed:

   3.1 Explain the specific grounds in **Iowa Code Chapter 22** or other applicable law which support treatment of the material as confidential.

   3.2 Justify why the material should be kept in confidence.

   3.3 Explain why disclosure of the material would not be in the best interest of the public.

   3.4 Provide the name, address, telephone, and email for the person at Respondent’s organization authorized to respond to inquiries by the Agency concerning the status of confidential materials.
Please provide the information in the table below. Respondent may add additional lines if necessary or add additional pages using the same format as the table below.

<table>
<thead>
<tr>
<th>RFP Section:</th>
<th>Respondent must cite the specific grounds in Iowa Code Chapter 22 or other applicable law which supports treatment of the material as confidential.</th>
<th>Respondent must justify why the material should be kept in confidence</th>
<th>Respondent must explain why disclosure of the material would not be in the best interest of the public.</th>
<th>Respondent must provide the name, address, telephone, and email for the person at Respondent’s organization authorized to respond to inquiries by the Agency concerning the status of confidential materials.</th>
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</table>

4 ☐ Respondent must submit a Public Copy of the Proposal from which the confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible. **Check box when completed.**

This form must be signed by the individual who signed the Respondent’s Proposal. The Respondent shall place this Form 22 completed and signed in its Proposal immediately following the transmittal letter. A copy of this document shall be placed in all Proposals submitted including the Public Copy.  
*Failure to provide the information required in this form may result in rejection of Respondent’s request for confidentiality or rejection of the Proposal as being non-responsive.*

________________________________________  __________________________________________
Signature                                      Date

________________________________________
Title
Department of Administrative Services – Central Procurement Bureau Review
(for agency use only)

☐ Respondent’s Proposal is rejected as non-compliant because one of more of the following reasons:

☐ Respondent requested confidentiality without submitting a fully completed Form 22.

☐ Respondent requested confidentiality without presenting its request in the transmittal letter of its Proposal.

☐ Respondent requested confidentiality and failed to conspicuously mark such material as confidential within its Proposal in accordance with the RFP.

☐ Respondent requested confidentiality without submitting a public copy of its Proposal with the confidential information redacted.

☐ Respondent requested confidentiality on material in contravention of the RFP.

☐ Other: ____________________________.

☐ Respondent’s submission is accepted.*

________________________________________ ________________________
Purchasing Agent Signature Date

*Agency’s acceptance of Respondent’s submission should not be construed as Agency’s approval of Respondent’s request for confidentiality. Instead, acceptance of Respondent’s submission simply means Agency believes Respondent’s Form 22 appears fully completed in accordance with the RFP.
### Dining Area

<table>
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<th>Item</th>
<th>Quantity</th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>150</td>
<td>Dining Chairs</td>
</tr>
<tr>
<td>2</td>
<td>8</td>
<td>48” Circular Tables</td>
</tr>
<tr>
<td>3</td>
<td>3</td>
<td>30” Circular Tables</td>
</tr>
<tr>
<td>4</td>
<td>12</td>
<td>30”x60” Rectangular Tables</td>
</tr>
<tr>
<td>5</td>
<td>17</td>
<td>36”x36” Square Tables</td>
</tr>
<tr>
<td>6</td>
<td>1</td>
<td>Amana Microwave</td>
</tr>
<tr>
<td>7</td>
<td>1</td>
<td>Sharp Microwave</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>Oval Serving Counter w/4 cabinets</td>
</tr>
<tr>
<td>9</td>
<td>3</td>
<td>Wood/Formica Trash Receptacles</td>
</tr>
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</table>

### Serving Area

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>Bunn Coffee Maker</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>Manitowoc Double Door Refrigerator (Under Knight Display Cabinet)</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>12x96 Stainless Steel Shelf</td>
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<tr>
<td>4</td>
<td>1</td>
<td>Nitro Power Cooker</td>
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<tr>
<td>5</td>
<td>1</td>
<td>Panasonic Microwave</td>
</tr>
<tr>
<td>6</td>
<td>1</td>
<td>Knight Stainless Steel Refrigerated Display Cabinet</td>
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<td>7</td>
<td>1</td>
<td>Hatco Stainless Steel Hot Food w/7 Wells</td>
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<td>8</td>
<td>1</td>
<td>Secotauner Convection Oven - 6</td>
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<tr>
<td>9</td>
<td>1</td>
<td>Soup and Salad Bar with cold pan and sneeze guard</td>
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<tr>
<td>10</td>
<td>4</td>
<td>30”x66” Stainless Steel Floor Counter Cabinets with double doors</td>
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<td>11</td>
<td>1</td>
<td>Knight 2-door refrigerator w/Refrigerated Prep Case attached</td>
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<td>12</td>
<td>1</td>
<td>Popcorn Popper w/Floor Cabinet/Cart for Popcorn Maker</td>
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<td>13</td>
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<td>U-Shaped Stainless Steel Counter w/shelving below</td>
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<td>14</td>
<td>1</td>
<td>Cash Register Cabinet w/Tray Slides</td>
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<td>15</td>
<td>2</td>
<td>Cash Registers w/Scales</td>
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<td>Stainless Steel Tray and Silverware Carts w/wheels</td>
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<td>17</td>
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<td>Stainless Steel Wall Shelf</td>
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<td>Hatco Food Display Warmer</td>
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<td>Item</td>
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<td>------</td>
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<td>19</td>
<td>1</td>
<td>Follet Icemaker and Pop Dispenser</td>
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<td>20</td>
<td>1</td>
<td>Iced Tea Dispenser (coca cola)</td>
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<tr>
<td>21</td>
<td>1</td>
<td>Plastic – 3-shelf Display Case (cookies/donuts/etc.)</td>
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### Kitchen Area

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<th>Quantity</th>
<th>Description</th>
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<td>2</td>
<td>2</td>
<td>Manitowoc Double Door Refrigerators</td>
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<td>3</td>
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<td>Manitowoc Double Door Refrigerator w/prep refrigerated area above</td>
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<td>4</td>
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<td>Norlak Walk in Cooler</td>
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<td>Nolak Walk In Freezer</td>
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<td>6</td>
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<td>Hood/Fire Suppression System</td>
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<td>7</td>
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<td>Vulcan Double Stack Convection Oven</td>
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<td>8</td>
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<td>Hobart Dish Machine</td>
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<td>9</td>
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<td>Cleavland Steamer</td>
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<td>10</td>
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<td>Frymaster Fryer Double</td>
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<td>11</td>
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<td>Vulcan Griddle</td>
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<tr>
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<td>Blodgett-Combo Commercial Oven</td>
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<td>Groen Tilt Skillet</td>
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<td>14</td>
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<td>McCall 4 Door Freezer</td>
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<tr>
<td>15</td>
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<td>Cres-Cor Proof Hot Cabinet</td>
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<td>16</td>
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<td>Yamoto Accuway Scale</td>
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<td>17</td>
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<td>2 Burner Vulcan Range</td>
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<td>18</td>
<td>1</td>
<td>30”x48” Stainless Steel Counter w/shelf below</td>
</tr>
<tr>
<td>19</td>
<td>1</td>
<td>160”x28” Stainless Steel Counter w/double sink &amp; 3 drawers</td>
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<tr>
<td>20</td>
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<td>160”x12” Stainless Steel Shelf</td>
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<tr>
<td>21</td>
<td>1</td>
<td>30”x96” Stainless Steel Counter w/sink &amp; 2 drawers</td>
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<td>22</td>
<td>2</td>
<td>72”x34” Stainless Steel prep counter w/shelving below</td>
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<td>23</td>
<td>1</td>
<td>Peligro Deep Fryer</td>
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<tr>
<td>24</td>
<td>4</td>
<td>Metal Racks – 5 shelves – 48” w x 80” H</td>
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<tr>
<td>25</td>
<td>1</td>
<td>Metal Cart Mobile – 3 shelves – 48” w x 80” H</td>
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<tr>
<td>26</td>
<td>1</td>
<td>Hatco Toast Quick bagel/bun toaster</td>
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Office Area

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<tr>
<th>Item</th>
<th>Quantity</th>
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<tr>
<td>1</td>
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<td>Gardall Safe</td>
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<td>2</td>
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<td>2 Drawer File cabinet</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>4 Drawer File cabinet</td>
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<tr>
<td>4</td>
<td>1</td>
<td>Desk Unit</td>
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<td>5</td>
<td>2</td>
<td>Metal Wire Racks – 24”x48”x80” - Mobile</td>
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<td>6</td>
<td>2</td>
<td>Metal Wire Racks – 18”x42”x76”</td>
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<tr>
<td>7</td>
<td>2</td>
<td>Metal Wire Racks – 24”x48”x76”</td>
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<td>8</td>
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<td>Metal Wire Racks – 24”x48”x37” - Mobile</td>
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### Capitol Complex Employee Counts

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<thead>
<tr>
<th>Building</th>
<th>Address of Bldg.</th>
<th># Employees</th>
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<tbody>
<tr>
<td>Grimes</td>
<td>400 E. 14th St.</td>
<td>356</td>
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<tr>
<td>Hoover</td>
<td>1305 E. Walnut St.</td>
<td>930</td>
</tr>
<tr>
<td>Lucas</td>
<td>321 E. 12th St.</td>
<td>742</td>
</tr>
<tr>
<td>Judicial</td>
<td>1111 E. Court Ave.</td>
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</tr>
<tr>
<td>Wallace</td>
<td>502 E. 9th St.</td>
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</tr>
<tr>
<td>Facility Management Center</td>
<td>109 SE 13th St.</td>
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</tr>
<tr>
<td>Jessie Parker</td>
<td>510 E. 12th St.</td>
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<tr>
<td>*Capitol</td>
<td>1007 E. Grand Ave.</td>
<td>551</td>
</tr>
<tr>
<td>Central Energy Plant</td>
<td>110 SE 13th St.</td>
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</tr>
<tr>
<td>Oran Pape</td>
<td>301 E. 7th St.</td>
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<td>Iowa Utilities Board/Office of Consumer Advocate</td>
<td>1370 E. Court Ave.</td>
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<td>Workforce Development</td>
<td>1000 E. Grand Ave.</td>
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<td>Historical Building</td>
<td>600 E. Locust St.</td>
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<tr>
<td>Ola Babcock Miller</td>
<td>1112 E. Grand Ave.</td>
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<td>Vehicle Dispatch</td>
<td>301 E. 7th St.</td>
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<td>Workforce Development</td>
<td>150 Des Moines St.</td>
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<tr>
<td><strong>Total CC Employees</strong></td>
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<td><strong>4,192</strong></td>
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* Capitol Building count is during session - after session approximately 75-100 employees so deduct 451 from total.
## Attachment #8
### Response Check List

<table>
<thead>
<tr>
<th>RFP REFERENCE SECTION</th>
<th>RESPONSE INCLUDED</th>
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<tbody>
<tr>
<td>One (1) original, three (3) copies of the Bid Proposal and One (1) electronic copy on digital media.</td>
<td></td>
</tr>
<tr>
<td>One (1) Public Copy with Confidential Information Excised (optional)</td>
<td></td>
</tr>
<tr>
<td><strong>Technical Proposal</strong></td>
<td></td>
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<tr>
<td>Exhibit 1 - Transmittal Letter</td>
<td></td>
</tr>
<tr>
<td>Exhibit 2 - Executive Summary</td>
<td></td>
</tr>
<tr>
<td>Exhibit 3 - Firm Proposal Terms</td>
<td></td>
</tr>
<tr>
<td>Exhibit 4 - Respondent Information</td>
<td></td>
</tr>
<tr>
<td>Exhibit 5 - Acceptance of Terms and Conditions</td>
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<tr>
<td>Exhibit 6 - Termination, Litigation, and Debarment</td>
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<tr>
<td>Exhibit 7 - Certification Letter</td>
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</tr>
<tr>
<td>Exhibit 8 - Authorization to Release Information</td>
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<td>Exhibit 9 - Mandatory Specifications</td>
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<tr>
<td>Exhibit 10 - Experience</td>
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</tr>
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<td>Exhibit 11 - Proposed Model</td>
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<td>Exhibit 12 - Food Items and Pricing</td>
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<tr>
<td>Exhibit 13 - Marketing Plan</td>
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<td>Exhibit 14 - Implementation Plan</td>
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<td>Exhibit 15 – Operation Plan</td>
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<td>Exhibit 16 – Staffing Plan</td>
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<td>Exhibit 17 - Customer Service Plan</td>
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<tr>
<td>Exhibit 18 - Optional Services</td>
<td></td>
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<tr>
<td>Exhibit 19 - Addendums</td>
<td></td>
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<td>Exhibit 20 - Request for Confidentiality</td>
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</tbody>
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