

STATE OF IOWA
OFFICE OF THE TREASURER OF STATE

REQUEST FOR PROPOSALS FOR FAIR BOOTH

MARCH 16, 2023



1. Purpose & Background

1.1 Purpose

The State Treasurer (“Treasurer”) is the administrator of the Iowa Unclaimed Property Program, which returns unclaimed property through the Great Iowa Treasure Hunt (“GITH”). In that capacity, the Treasurer is soliciting proposals from qualified Contractors interested in providing bids for a 20’ x 20’ trade show booth (“booth”). We are asking interested participants to submit bids that show options at multiple price points.

The Treasurer is seeking a Contractor (“Contractor”) to provide services detailed in this Request for Proposal (“RFP”). *The Treasurer reserves the right to reject any or all proposals and to solicit additional proposals if that is determined to be in the best interest of the Trust.*

1.2 Background

The Treasurer administers the Unclaimed Property program pursuant to Iowa Code 556 and Iowa Administrative Code 781-9. Businesses and financial institutions that are holding unclaimed property and are unable to locate the rightful owners of that property within statutorily defined periods, are required to report and deliver such property to the state. The Unclaimed Property program then makes efforts to return the unclaimed property to the rightful owners through the GITH.

One of the main initiatives to spread the word about the program and to reach the rightful owners of unclaimed property is staffing a booth for the 11 days of the Iowa State Fair. During this time, the Treasurer has staff on hand to answer questions and computers are available for fairgoers to search to see if their name is in the Treasurer’s database.

Additional information about the Unclaimed Property Program is available on the Treasurer’s website GreatIowaTreasureHunt.gov.

2. Booth Requirements

A Contractor shall provide all goods or services and deliverables as required, described and detailed in the appropriate section(s) below and shall meet all service and delivery timelines as specified by this RFP.

This booth is an essential way we share information about the GITH. Bringing people into the GITH booth and actively engaging with the public is critical to growing the program. We are asking interested participants to submit bids that demonstrates options at multiple price points.

The Contractor shall provide bids that support, but are not limited to, the following:

2.1 Booth Requirements

- a) 20' x 20' x 12' Booth: There is a pillar at the back of the space. The booth design will need to accommodate this. See Appendix A.
- b) Any part of the exhibit showing to the public must be finished on all sides.
- c) All materials must be flameproof.
- d) The booth shall not be more than 12 feet high, including signage.
- e) The booth must be freestanding. .
- f) Counterspace
 - (1) 10-12 Chromebooks will need to be displayed and accessible for attendees to use. At least 1 counterspace height to be ADA compliant (28-34" from floor).
 - (2) A component under the counterspace that allows a computer lock to be secured. The lock is a cord that can go through a ring or similar mechanism. Treasurer supplies the locks, but they need to be used with the cabinet.
- g) Power: Dropped power is the only source of power (no in floor power). The booth should not sit on power cords.
 - (1) In booth storage when booth is in use: The booth will be in heavy use for 11 days and needs to have the ability to store boxes for our giveaway items, pamphlets, business cards and supplies during the event. Previously we stored items behind the booth. With the pillar this created 2 10' x 18" storage areas. Additionally, we stored items under the table (see Appendix A). This space is approximately 18" wide and 40" tall.
- h) Booth storage when booth is not in use: When the booth is not in use, it will be stored at our office. The container the booth is stored in needs to be on wheels and be able to enter a standard door opening.
 - (1) For reference: Current crates measure 55" X 31.75" X 53"
- i) Graphics: Interchangeable graphics so the booth can evolve over the years.
- j) Timeline: Must be in our possession by July 21, 2023. If you cannot meet this deadline, provide a timeline that you can meet.

2.2 Optional Booth Features

- (a) Counterspace: Counterspace doesn't have to be continuous. We can look at having different stations.
- b) Booth Set Up: A cost saving benefit could be that our team is capable of setting up the booth.
- c) Flooring: Would consider bids with a floor, but must provide similar option and pricing without a floor. Please keep in mind our storage requirements.

3. RFP Questions

The Treasurer is interested in providing flexibility to Contractors in their responses. After reviewing the Attachments and this RFP, please provide additional comments or relevant information pertaining to the booth. Use appendices as necessary.

3.1 Questions

Please include the questions as well as your answer in your response.

1. Provide a brief overview of your organization.
2. Provide your organization's primary location(s) as well as the location(s) of any facility or office located outside of the primary location(s) that will be used to provide the booth.
3. Provide the following information on at least 3 clients (including contact persons) for whom similar products as described in this RFP are provided:
 - a. Company
 - b. Address
 - c. Contact
 - d. Telephone Number
 - e. Length of Relationship in Years
 - f. Services provided

3.2 Financial Proposal

The evaluation process is designed to award this procurement not necessarily to the Contractor of least cost, but rather to the Contractor whose booth best meets the needs of the Treasurer. However, Contractors are encouraged to submit proposals that are consistent with state government efforts to conserve the state resources.

The "Financial Proposal" should detail all itemized costs . All costs associated with providing the booth must be included in the stated price proposal. As indicated in this RFP, the Treasurer is seeking options. All options should include itemized costs. Either an a la cart approach or an all in approach are acceptable.

4. Administrative Information

4.1 Purpose

The purpose of this RFP is to solicit proposals from Contractors to provide bids for the GITH State Fair Booth.

4.2 Procurement Timetable

Issue RFP	March 16, 2023
Requests for clarification and questions due	March 28, 2023; 3:00 p.m. Central
Response to questions, issues and any RFP modifications	April 4, 2023
Proposals due to Treasurer's Office	April 18, 2023; 3:00 p.m. Central
Notice of award(s), if any	On or about April 28, 2023

The Treasurer reserves the right to adjust the schedule of events as needed.

4.3 Requests for Clarification

Contractors may submit written questions regarding the procurement process and interpretation of the RFP. Contractors must submit their questions by the deadline posted above with the subject line "RFP Question" to the following RFP Coordinator:

Victoria Newton, Executive Secretary
RFP Coordinator
Email: Treasurer@tos.iowa.gov

If a Contractor wants to be notified when the questions and answers are posted on the website, they must email the RFP Coordinator with such request.

Oral questions will not be permitted. If the questions or requests for clarification pertain to a specific section of the RFP, the page and section number(s) must be referenced. From the issue date of the RFP until the deadline for submitting proposals, Contractors may contact only the RFP Coordinator with regard to the RFP. The RFP Coordinator will respond only to questions regarding the procurement process and interpretation of the RFP. Contractors may be disqualified if they contact any employee of the Treasurer's Office, other than the RFP Coordinator.

The Treasurer assumes no responsibility for verbal representations concerning conditions made by its officers or employees at any time, unless such representations are specifically incorporated into this RFP or written addenda to the RFP. Verbal discussions pertaining to modifications or clarifications of this RFP shall not be considered part of the RFP unless confirmed in writing by the RFP Coordinator. Any information provided by the Contractor verbally shall not be considered part of the Contractor's proposal. Only written communications from the Contractor and received by the RFP Coordinator will be accepted.

This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Contractor and the State.

4.4 Iowa Statutes and Administrative Rules

The term and conditions of this RFP, any resulting contract, and any activities based upon this RFP shall be governed by and construed in accordance with the laws of Iowa.

4.5 Amendment to the Request for Proposal

In the event it becomes necessary to amend, add to or delete any part of the RFP, such amendment will be posted to the website. The Contractor's response must include acknowledgment of all addenda. If a Contractor wants to be notified when any amendments are posted on the website, they must email the RFP Coordinator with such request.

4.6 Submission of Proposals

No more than one proposal per Contractor should be submitted. The Contractor should designate one person as the principal contact with respect to this RFP. No proposals will be accepted after the date and time specified in this section.

Responses should be emailed to:

Victoria Newton, Executive Secretary
RFP Coordinator
Email: treasurer@tos.iowa.gov

Responses must be received in the Treasurer's office no later than 3:00 p.m. on the date indicated in section 4.2.

Prior to the deadline, contact concerning this RFP should be limited and in the format described above. However, after the deadline, please be advised there is to be no contact with any staff member of the Treasurer's office with respect to this proposal until a decision has been announced.

4.7 Cost of Proposal

The costs of the preparation and delivery of the proposal are solely the responsibility of the Contractor.

4.8 Waiver of Deficiencies

The Treasurer reserves the right to waive minor deficiencies in a proposal. The decision as to whether a deficiency will be waived or will require the rejection of a proposal will be solely within the discretion of the Treasurer. Each Contractor is specifically notified that the failure to comply with or respond to any part of this RFP requiring a response may result in rejection of its proposal.

4.9 Clarification of Proposals

The Treasurer reserves the right to contact a Contractor 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 Contractor has provided services to the State or any other political subdivision wherever located, or requests for corrective pages in the Contractor's proposal. The Treasurer will not consider information received from or through Contractor if the information materially alters the content of the proposal or the type of services the Contractor is offering to the Treasurer. An individual authorized to legally bind the Contractor shall sign responses to any request for clarification. Responses shall be submitted to the Treasurer within the time specified in the Treasurer's request. Failure to comply with requests for additional information may result in rejection of the proposal.

4.10 Rejection of Proposals

The Treasurer reserves the right to reject any and all proposals, in whole or in part, received in response to this RFP at any time during the solicitation process. Issuance of this RFP in no way constitutes a commitment by the Treasurer to award a contract. This RFP process is for the benefit of Iowa's Unclaimed Property Program and is intended to provide the Treasurer with competitive information to assist in the determination if and how a Contractor could benefit the program.

4.11 Proposal Disclosure Prohibition

Until a contract resulting from this RFP is executed, no employee, agent or representative of any Contractor shall make available or discuss its proposal with the press, any elected or appointed official or officer of the State of Iowa, or any staff member of the Treasurer's office, unless specifically authorized to do so by the Treasurer or Chief of Staff.

4.12 News Release Prohibition

Contractors shall not issue any news releases or make any statement to the news media pertaining to this RFP or any proposal or contract or work resulting from this RFP without the prior written approval of the Treasurer.

4.13 Copyrights

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

4.14 Proposals Property of Treasurer

All proposals, whether accepted or rejected, become the property of the Treasurer and shall not be returned to the Contractor. Once the Treasurer executes a contract, the contents of all Proposals will be public records available for inspection by interested parties, except for information for which Contractor properly requests confidential treatment according to exceptions provided in Iowa Code Chapter 22 or other applicable law.

4.15 Public Records and Requests for Confidentiality

The release of information by the Treasurer to the public is subject to Iowa Code chapter 22 and 781 Iowa Administrative Code Chapter Two. Contractors are encouraged to familiarize themselves with these provisions prior to submitting a proposal. All information submitted by a Contractor may be treated as public information by the Treasurer unless the Contractor properly requests that information be treated as confidential at the time of submitting the proposal.

Any requests for confidential treatment of information must be included in a cover letter with your proposal and must enumerate the specific grounds in Iowa Code chapter 22 which support treatment of the material as confidential and must indicate why disclosure is not in the best interests of the public. The request must also include the name, address, and telephone number of the person authorized by the Contractor to respond to any inquiries by the Treasurer concerning the confidential status of the materials.

Any documents submitted that contain confidential information must be marked on the outside as containing confidential information, and each page upon which confidential information appears must be marked as containing confidential information. The confidential information must be clearly identifiable to the reader wherever it appears. All copies of the proposal submitted, as well as the original proposal, must be marked in this matter.

In addition to marking the material as confidential material where it appears, the Contractor must submit one copy of the proposal in 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 document as possible. This copy must be submitted with the cover letter and will be made available for public inspection.

The Contractor 's failure to request confidential treatment of material pursuant to this section and the relevant laws and administrative rules will be deemed by the Treasurer as a waiver of any right to confidentiality which the Contractor may have had.

4.16 Restrictions on Gifts and Activities

Iowa Code chapter 68B contains laws which restrict gifts which may be given to or received by State employees and requires certain individuals to disclose information concerning their activities with state government. Contractors are responsible for determining the applicability of this chapter to their activities and for complying with these requirements. In addition, Iowa Code chapter 722.1 provides that it is a felony to bribe a public official.

4.17 Agreement Not Exclusive

Any agreement resulting from this RFP shall not be an exclusive agreement between the parties, and the State or Treasurer and is entitled to enter into similar agreements with any other party.

4.18 Construction of RFP with Laws and Rules

This RFP is to be construed in light of pertinent legal requirements. Changes in applicable laws and rules may affect the award process or the resulting contract. Contractors are responsible for ascertaining pertinent legal requirements and restrictions.

4.19 Fees

Fees quoted by the Contractor must be valid for a period of 180 days from the due date of responses to this RFP.

4.20 Oral Agreements

Any and all oral agreements are not binding on the State of Iowa or the Treasurer. Written agreements represent the contractual obligations of the State and the Treasurer.

4.21 Contractor Presentation of Supporting Evidence

A Contractor, if requested, must be prepared to present evidence of experience, ability, service facilities and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal.

4.22 Changes to Proposal

No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the Treasurer may be necessary.

4.23 Collusion

By responding, the Contractor implicitly states that the proposal is not made in connection with any competing Contractor submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud.

4.24 Attachments and Appendices are Part of RFP

Any attachment, appendix, schedule, table or exhibit that is referred to herein or attached hereto shall be deemed incorporated herein by reference and shall constitute a part of this RFP.

Proposals should be as thorough and detailed as possible so that your capabilities to provide the required services can be properly evaluated.

5. Format and Content of Proposals & Evaluation of Proposals

5.1 Instructions

The proposal shall include all of the documents and information and meet all of the requirements described in Section 5.2. Failure to adhere to these requirements will cause rejection of the Contractor's proposal. Contractors are cautioned that the forms provided as attachments herein are to be used directly.

Proposals should follow the order of questions as they are asked in Section 3 of this RFP. In response to each question asked in Section 3, restate the **main** question (denoted by a number or a letter) in bold font followed by your answers stated in regular font. Responses should be thorough and answer the specific question asked, (including any issues addressed following a question). The proposal shall be formatted to 8.5" x 11" paper and be sequentially numbered, beginning with the cover page and include appendices, addendums and other attachments. Margins shall be no less than 1" on all sides. An electronic copy shall be emailed to treasurer@tos.iowa.gov.

If the Contractor designates any information in its proposal as confidential pursuant to Section 4.17 of this RFP, the Contractor must comply with all requirements set forth in Section 4.17. 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.

Proposals shall not contain promotional or display materials.

Attachments shall be referenced in the proposal.

If a Contractor proposes more than one method of meeting these requirements, each shall be labeled and submitted separately. Each will be evaluated separately.

5.2 Proposal

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

Cover Page: The Contractor will provide a Cover Page that includes the Contractor's name and contact information, including full address, phone number and email.

Transmittal Letter: The letter shall include the following:

1. Name, title, mailing address, electronic mail address, and telephone number of the contact person who may be contacted by the Treasurer regarding the contents of the Contractor's proposal;
2. Acknowledgement that the Contractor is able and willing to deliver services as described in Section 2 "Scope of Services" or an explanation of how its service would differ from these expectations;
3. Any request for confidential treatment of information, in addition to the specific statutory basis supporting the request and an explanation of why disclosure of the information is not in the best interest of the public. (See section 4.17 of this RFP for more information about confidentiality.)
4. The Contractor shall guarantee in writing the availability of the services offered and that all proposal terms, including price, will remain Contractor for a minimum of 180 days following the

deadline for submitting proposals.

5. The transmittal letter shall include acceptance of terms and conditions. The Contractor shall specifically state that Contractor agrees with and accepts all terms and conditions stated in the RFP, including the terms and conditions contained in Appendix A, without change except as otherwise expressly stated in its proposal. If the Contractor objects to any term or condition, the Contractor must specifically refer to the RFP or attachment page and section. Objections or responses that materially alter the RFP may, in the Treasurer's sole determination, be deemed non-responsive and the Treasurer may disqualify the Contractor. See Section 4.1 for additional information and requirements regarding contract terms and conditions.

Answers to Questions: The Contractor shall address each question in Section 3 Qualifications and Experience of the RFP. Emphasis should be on clarity, brevity and completeness of information.

Proposal Certification – Attachment A: The Contractor shall sign and submit with the proposal the document included as Attachment A, in which the Contractor shall certify that the contents of the proposal are true and accurate.

Certification of Independence and No Conflict of Interest – Attachment B: The Contractor shall sign and submit with the proposal the document included as Attachment B, in which the Contractor shall certify that it developed the proposal independently. The Contractor shall also certify that no relationship exists or will exist during the contract period between the Contractor and the State or any counties or local election officials that interferes with fair competition or is a conflict of interest. The Treasurer reserves the right to reject a proposal or cancel the award if, in its sole discretion, the Treasurer determines any relationship exists that could interfere with fair competition or conflict with the interests of the State or the counties.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Attachment C: The Contractor shall sign and submit with the proposal the document included as Attachment C, in which the Contractor shall certify that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. Federal regulations prevent Departments from letting contracts funded by federal grants or funds to Contractors who have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in contracts with federal agencies.

Authorization to Release Information – Attachment D: The Contractor shall sign and submit with the proposal the document included as Attachment D, in which the Contractor authorizes the release of information to the State.

5.3 Evaluation

The Treasurer will not necessarily award any contract resulting from this RFP to the Contractor offering the lowest cost to the State. Instead, the Treasurer intends to select the compliant Contractor whose proposal provides the State with the best value and serves the best interests of Iowa's Unclaimed Property Program.

The Treasurer will use an evaluation committee to review and evaluate the proposals. The committee will consider all information provided in the proposal when making its recommendation to the Treasurer and may consider relevant information from other sources.

6. General Terms and Condition of the Contract

6.1 Contract Terms and Conditions

Any contract resulting from this RFP that the Treasurer expects to award as a result of this RFP will be based upon the proposal submitted by the successful Contractor and this solicitation. The contract between the Treasurer and the Contractor shall be a combination of the specifications, terms and conditions of the RFP and any policies governing the Unclaimed Property Program, the contract terms contained below, the offer of the Contractor contained in the Contractor's proposal (excluding any exceptions taken by Contractor in accordance with this Section 4.1 that are not accepted by the Treasurer specifically in writing and contained in the executed agreement), written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary by the Treasurer.

The contract terms and conditions contained in this Section are not intended to be a complete listing of all contract terms and conditions that may be deemed necessary by the Treasurer but are provided only to enable Contractors to better evaluate the costs associated with the RFP and the potential resulting contract(s). All costs associated with complying with these requirements should be included in any pricing quoted by the Contractor.

By submitting a proposal, each Contractor acknowledges its acceptance of the terms, conditions, and requirements contained in this RFP, including those contained in Section 6, without change except as otherwise expressly stated in its proposal. If a Contractor takes exception to any term, condition, requirement or other provision of this RFP, it must state the reason for the exception and set forth in its proposal the specific contract language it proposes to substitute in place of the excepted provision. If a Contractor takes exception to any term or condition contained in Section 6, the Contractor must produce a redlined draft of such language, and such redlined draft(s) must clearly reflect all of Contractor's exceptions thereto and all alternative language or other changes that Contractor specifically proposes to make. Exceptions and/or proposed changes that materially change the terms, conditions, specifications, or requirements of the RFP may be deemed non-responsive by the Treasurer, as determined in its sole discretion, resulting in possible disqualification of the Contractor's proposal. A Contractor's failure to state an exception to any term, condition, specification, requirement or other provision of this RFP and propose alternative language in accordance with this Section 4.1 may be deemed by the Treasurer to constitute Contractor's acceptance thereof. Any term, condition, provision, or requirement, to which a Contractor fails to take exception and propose changes in accordance with this Section 6.1 will not be subject to negotiation. A Contractor may not take exception to all of the provisions or terms contained in Section 6. A Contractor may not state that it takes exception to any terms, conditions, requirements, or other provisions of the RFP to the extent any of the foregoing conflict with any terms or conditions contained in the Contractor's standard form contracts. A Contractor may not submit its standard form contract(s) for consideration in lieu of the terms in Section 6. By submitting a proposal to this RFP, Contractors acknowledge and agree that the Treasurer and any successful Contractor will be negotiating from a contract provided by the Treasurer, and will not be negotiating from or utilizing a Contractor's standard form contracts. The Treasurer reserves the right to refuse to enter into a contract with the successful Contractor for any reason, even after delivery of notice of selection or intent to negotiate a contract. The Treasurer further reserves the right to negotiate contract terms with the successful Contractor(s), and to suspend or terminate negotiations at any time.

General Terms

This Agreement cannot be assigned, transferred or conveyed in whole or in part by The Contractor without the consent of the Treasurer. For purposes of construing this clause, a transfer of a controlling interest in The Contractor shall be considered an assignment. The Contractor will inform the Treasurer of changes in its corporate structure within a reasonable time of such changes occurring.

Any delegation of services hereunder by The Contractor shall be subject to the prior written consent of the Treasurer, and any contract to be entered into by The Contractor providing for a delegation of services shall be subject to the prior written approval of the Treasurer.

Invoices

The Contractor shall submit, upon delivery of the product, an invoice for services rendered in accordance with this Agreement. The invoice shall comply with all applicable rules concerning payment of such claims. The Treasurer shall verify the Contractor's performance of the Deliverables outlined in the invoice before making payment. The Treasurer shall pay all approved invoices in arrears and in conformance with Iowa Code § 8A.514. The Treasurer may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code § 8A.514.

Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any Deliverables provided by or on behalf of the Contractor under this Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under this Contract.

In the event that the Contractor owes the State any sum under the terms of this Contract, any other contract or agreement, pursuant to a judgment, or pursuant to any law, the State may, in its sole discretion, set off any such sum against: (1) any sum invoiced by, or owed to, Contractor under this Contract, or (2) any sum or amount owed by the State to Contractor, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under any applicable laws governing setoff.

Indemnification

The Contractor will be liable to and shall indemnify, defend and hold harmless the Unclaimed Property Program, the Treasurer and the State (collectively, the "Indemnitees"), from and against any and all losses, costs, claims, liabilities, penalties, demands, and expenses, including without limitation reasonable attorneys' fees and disbursements, but excluding consequential, punitive, indirect or special damages, ("Losses") suffered, incurred or sustained by the Indemnitees or to which any of them becomes subject, to the extent resulting from, arising out of or relating to (i) a breach by the Contractor of its duties, obligations, representations, warranties or covenants under this Agreement, or (ii) any negligence, willful misconduct or fraud by the Contractor or its officers, employees, agents, representatives, affiliates, delegates or subcontractors with respect to, related to or concerning any of their duties or obligations under this Agreement. Notwithstanding the foregoing, an Indemnitee will not be entitled to indemnification hereunder to the extent that (i) any Indemnitee (including any Indemnitee not seeking indemnification) acted in bad faith and, in the case of a criminal proceeding, had reasonable cause to believe that its, his or her conduct was unlawful or (ii) such Losses arose from a material

violation of this Agreement by, or the negligence, willful misconduct or fraud of, or willful violation of law by, any Indemnitee (including any Indemnitee not seeking indemnification).

The Contractor shall maintain insurance coverage insuring the Contractor and/or subcontractors against all general liabilities, product liability, personal injury, property damage, and (where applicable) professional liability in the amount specified in the Contractor for each occurrence. In addition, the Contractor shall ensure it has any necessary workers' compensation and employer liability insurance as required by Iowa law.

Neither the State nor the Treasurer shall be obligated to indemnify the Contractor for any reason.

State and Local Taxes

The State is exempt from federal excise taxes, and no payment will be made for any taxes levied on the Contractor's employees' wages. The State is exempt from state and local sales and use taxes on the services supplied pursuant to this Agreement.

Nondiscrimination

The Contractor agrees not to engage in any discriminatory practices based on age, race, color, creed, religion, national origin, sex, sexual orientation, gender identity, or disability, and will comply with all provisions of federal, State, and local regulations against discrimination. The Contractor shall ensure that any authorized subcontractors comply with the provisions of this section.

Applicable Law

This Agreement will be deemed to have been entered into in the State of Iowa, and all duties, obligations and rights hereunder will be governed by the laws of the State of Iowa, without regard to conflicts of laws principles.

Disputes

In any proceeding litigated in court arising out of or relating to this Agreement, the Parties agree to waive a jury trial. It is the express intention of the Parties that all legal actions and proceedings related to this Agreement or to any rights or any relationship between the Parties arising therefrom shall, to the extent jurisdiction can be established, be initiated and maintained in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If, however jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, provided that jurisdiction is proper in that court. If federal jurisdiction cannot be established with respect to any such action or proceeding, such action or proceeding may be initiated and maintained in

State courts. The Contractor and the Treasurer each irrevocably consents to the jurisdiction of such courts in any such action or proceeding and waives any jurisdictional objections they may have to any such action or proceeding.

Attachment A: Proposal Certification

Date

Victoria Newton, RFP Coordinator
Iowa Treasurer of State
Lucas State Office Building
321 E 12th St, 1st Floor
Des Moines, Iowa 50319

Re: Request for Proposal
Fair Booth RFP
PROPOSAL CERTIFICATION

Dear Ms. Newton:

I certify that the contents of the proposal submitted on behalf of **(Name of Contractor)** in response to the RFP for **Fair Booth Services** are true and accurate. I also certify that **(Name of Contractor)** has not made any knowingly false statements in its proposal.

Sincerely,

Name and Title

Attachment B: Certification of Independence and No Conflict of Interest

Date

Victoria Newton, RFP Coordinator
Iowa Treasurer of State
Lucas State Office Building
321 E 12th St, 1st Floor
Des Moines, Iowa 50319

Re: Request for Proposal
Fair Booth
CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

Dear Ms. Newton:

By submitting a proposal in response to the RFP for the **Fair Booth**, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the State who has worked on the development of this RFP, 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 Contractor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other Contractor.
4. No attempt has been made or will be made by (Name of Contractor) to induce any other Contractor 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 (Name of Contractor) and the State that interferes with fair competition or as a conflict of interest.

Sincerely,

Name and Title

Attachment C: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Date

Victoria Newton, RFP Coordinator
Iowa Treasurer of State
Lucas State Office Building
321 E 12th St, 1st Floor
Des Moines, Iowa 50319

Re: Request for Proposal
Fair Booth RFP
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION

Dear Ms. Newton:

By submitting a proposal in response to the RFP for the **Fair Booth**, the undersigned certifies the following:

1. I certify that, to the best of my knowledge, (Name of Contractor) and all of its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or agency; (b) have not within a three year period preceding this proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, or 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 or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not 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.

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

Sincerely,

Name and Title

Attachment D: Authorization to Release Information

Date

Victoria Newton, RFP Coordinator
Iowa Treasurer of State
Lucas State Office Building
321 E 12th St, 1st Floor
Des Moines, Iowa 50319

Re: Request for Proposal
Fair Booth RFP
AUTHORIZATION TO RELEASE INFORMATION

Dear Ms. Newton:

[Name of Contractor] hereby authorizes the **Treasurer** 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 Contractor in response to the **Fair Booth**.

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

The Contractor hereby releases, acquits and forever discharges the State of Iowa, the Treasurer of the State of Iowa, 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 undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the State in the evaluation and selection of a successful Contractor in response to the **Request for Proposal for the Fair Booth**.

The Contractor authorizes representatives of the Treasurer to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the undersigned's proposal submitted in response to the **Request for Proposal for the Fair Booth**.

The Contractor further authorizes any and all persons, entities to provide information, data, and opinions with regard to the undersigned's performance under any contract, agreement, or other business arrangement, the undersigned's ability to perform, the undersigned's business reputation, and any other matter pertinent to the evaluation of the undersigned.

The undersigned 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 undersigned that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Treasurer in the evaluation and selection of a successful Contractor in response to the **Request for Proposal for the Fair Booth.**

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

Sincerely,

Printed Name of Contractor Organization

Name and Title of Authorized

Appendix A: Fair Booth Space

Pillar

Note: in additional pictures the bases are larger and this base was made smaller to accommodate the space:









Current Cabinet

