

IOWA LOTTERY AUTHORITY
BID 20-08
Janitorial Services
February 16, 2021

SECTION 1. BID INSTRUCTIONS AND CONDITIONS.

1.1 Purpose. The purpose of this Bid is to solicit proposals from qualified Vendor(s) interested in providing janitorial services for the Iowa Lottery Authority (Lottery). The Lottery is seeking these services for our Storm Lake Regional office located at 822 Flindt Drive. Services to begin the week of March 15, 2021.

1.2 Requests for Clarification or Inquiries. Vendors with questions concerning the bid may contact Terry Brown, Bid Coordinator or the Storm Lake Office manager, Bill Kehoe. Contact information is as follows:

<i>Contact Method</i>	<i>Contact Information</i>
Mail or hand delivery	Iowa Lottery Authority, 13001 University Ave. Clive, IA 50325-8225
Telephone	515-725-7877 Terry Brown 712-732-6662 Bill Kehoe
Facsimile Telephone	515-281-3182
E-mail address	tdbrown@ialottery.com

1.3 Bid Conference. A bid conference will not be held, however, it is strongly recommended that Vendors make a site visit prior to submitting a bid.

1.4 Bid Disclosure Prohibition. In the event that a Vendor or someone acting on the Vendor's behalf attempts to discuss this bid orally or in writing with any Lottery Board member or any employee of the Lottery, or any employee or elected official of the State of Iowa, other than the bid coordinator or office manager designated above, the Vendor may be disqualified.

1.5 Submission of Bids.

1.5.1 Bids must be received at the Lottery no later than 10:00 a.m. central time, March 2, 2021. The bids shall be delivered, emailed, or mailed to the bid coordinator at the address shown in Section 1.2.

1.5.2 Bids shall contain the information required in Appendices A and B.

1.5.3 No bids will be accepted after the date and time specified in this section. A late bid shall be returned unopened to the Vendor. Additionally, no bid will be accepted by telephone or by facsimile. Only one bid will be accepted from each Vendor. This is a mandatory requirement and will not be waived by the Lottery as a minor deficiency.

1.5.4 Bids will be opened at 10:00 a.m. central time on March 2, 2021. The bids will remain confidential until all bids submitted in response to the bid have been reviewed. See Iowa Code Section 72.3. The bids will be available for inspection after the award is announced. See Iowa Code Chapter 22.

1.5.5 Failure to supply any information requested to accompany the bid is cause for rejection of the bid as non-compliant.

1.5.6 The Lottery reserves the right to request additional information from any Vendor to assist in understanding or clarifying the terms of any bid. Such additional information may be considered by the Lottery in the evaluation of a bid so long as the information does not materially alter the content of the Vendor's bid. A Vendor will not be permitted to modify or amend its bid if contacted by the Lottery for this reason.

1.5.7 The Lottery reserves the right to obtain from any and all sources information concerning a Vendor or a Vendor's product, services, personnel or subcontractors that the Lottery deems pertinent to this bid and to consider such information in evaluating the Vendor's bid.

1.5.8 All bids shall be firm for a period of sixty (60) days to allow adequate time to fully evaluate all the bids received and make awards deemed in the best interest of the Lottery and the State of Iowa.

1.5.9 It is intended that bids shall be evaluated and an award issued within thirty (30) days of bid submission.

1.6 Rejection of Bids.

1.6.1 At any time prior to execution of a written contract, the Lottery and the Lottery Board reserve the right to reject any or all bids received, in whole or in part for any reason. The Lottery shall not pay for any information herein requested.

1.6.2 The bid shall be rejected outright and not evaluated for any of the following reasons:

1.6.2.1 Failure of Vendor to deliver the proposal by 10:00 a.m. on the due date.

1.6.2.2 Failure to include the required submittal form(s) signed by an officer of the company submitting the bid.

1.6.2.3 Any other material not in compliance.

1.6.3 Failure to comply with or respond to any part of this bid requiring a response may result in rejection of the bid response as not responsive.

1.6.4 Issuance of the bid in no way constitutes a commitment by the Lottery to award the contract. This bid is designed to provide Vendors with the information necessary for the preparation of competitive bid responses. This bid process is for the Lottery's benefit and is intended to provide the Lottery with competitive information to assist in the selection of goods and services. It is not intended to be comprehensive and each Vendor is responsible for determining all factors necessary for submission of a comprehensive bid.

1.7 Cost of Bid. The Lottery is not responsible for any costs incurred by a Vendor which are related to the preparation or delivery of the bid or any other activities carried out by the Vendor related to this bid.

1.8 Waiver of Deficiencies. The Lottery reserves the right to waive minor deficiencies in a bid. The decision as to whether a deficiency will be waived or will require the rejection of a bid will be solely within the discretion of the Lottery and the Lottery Board. Vendors are specifically notified that the failure to comply with or respond to any part of this bid that requires a response may result in rejection of its bid.

1.9 Copyrights. By submitting a bid the Vendor agrees that the Lottery may make copies of the bid for purposes of facilitating the evaluation or to respond to requests for public records, regardless of any copyright notification which may appear in the bid, the Vendor consents to such copying by submitting a bid and warrants that such copying will not violate the rights of any third party.

1.10 Bids Property of the Lottery. All proposals become property of the Lottery and shall not be returned to the Vendor unless all bids are rejected and no award is made. At the conclusion of the selection process, the contents of all bids will be placed in the public domain and be opened to inspection by interested parties, unless restricted by a designation of confidentiality.

1.11 Public Records and Requests for Confidentiality. All information submitted by a Vendor may be treated as a public record by the Lottery unless the Vendor properly requests that the information be treated as confidential information at the time its bid is submitted. Public records will be copied by the Lottery as necessary to comply with Iowa's public record laws. The release of information by the Lottery to the public is subject to Iowa Code chapters 22 and 99G. Vendors are encouraged to familiarize themselves with these provisions prior to submitting a bid.

1.12 Restrictions on Gifts and Activities. Iowa Code chapters 68B and 99G contain laws that restrict gifts that may be given or received by state employees and requires certain individuals to disclose information concerning their activities with state government. Vendors are responsible for determining the applicability of this chapter to their activities and for complying with these requirements. In addition, Iowa Code Section 722.1 provides that it is a felony offense to bribe a public official.

1.13 Construction of Bid with Laws and Rules. This bid is to be construed in light of pertinent legal requirements, including Iowa Code chapter 99G and 531 Iowa Administrative Code. Changes in applicable laws and rules may affect the award process or the resulting contract. Vendors are responsible for ascertaining pertinent legal requirements and restrictions.

1.14 Release of Claims. With the submission of a bid, each Vendor agrees that it will not bring any claim or have any cause of action against the Lottery or the State of Iowa based on any misunderstanding concerning the information provided herein or concerning the Lottery's failure, negligent or otherwise, to provide the Vendor with pertinent information as intended by this bid. Additionally, each Vendor releases each source of information of all claims, whether known or unknown, which the Lottery received while evaluating the bid. This information could include but is not limited to the Vendor's criminal history, credit data, products, services, personnel or subcontractors.

SECTION 2. GENERAL TERMS AND CONDITIONS OF THE CONTRACT.

2.1 Contract Award. The contract that the Lottery expects to award as a result of this bid will be based upon the bid proposals submitted by the Vendors to this solicitation. The Lottery reserves the right to either award a contract without further negotiation with the selected Vendor or to negotiate contract terms with the selected Vendor if the best interests of the Lottery would be served. The contract terms contained in this section are not intended to be a complete listing of all contract terms but are provided only to enable the Vendor to better evaluate the Vendor's costs associated with the bid and resulting contract. Vendors should plan on the following terms being included in any contract awarded as a result of this bid. All costs associated with complying with these requirements should be included in the prices quoted by the Vendor.

2.2 Term. The term of the resulting contract will be from March 15, 2021 through June 30, 2021, with five(5) one year extensions

2.3 Compensation.

2.3.1 Payment. The Contractor shall submit an invoice for the services rendered in accordance with this Agreement. The Lottery shall pay all approved invoices in arrears and in conformance with Iowa Code Section 8A.514 and 11 IAC § 41.1(2). The Lottery may pay in less than sixty (60) days, as provided in Iowa Code section 8A.514. However, an election to pay in less than 60 days shall not act as an implied waiver of Iowa Code Section 8A.514.

2.3.2 Set-Off. The contract will contain a set off provision which allows the Lottery to set-off any sum owed by the Vendor to the State of Iowa from any payment made by the Lottery to the Vendor in the State of Iowa's sole discretion, unless otherwise required by law.

2.3.3 Lottery Funds. The funds of the Lottery are available to meet the Lottery's obligations. However, the funds of the State of Iowa are not available to meet the Lottery's obligations.

2.4 Default and Termination.

2.4.1 Default by Vendor. The contract will contain default and termination provisions. The reasons for termination will include failure to observe or perform any covenant, condition or obligation created by the contract or failure of the work product and services to conform with any specifications noted in the bid. The contract will contain provisions regarding a cure period of ten (10) days where a cure is possible or feasible. If the breach or noncompliance is not remedied in that time period, then the Lottery may suspend performance under the contract, cancel the contract or seek any remedy or combination of legal or equitable remedies authorized by the contract or by applicable law.

2.4.2 Termination Due to Lack of Funds or Change in the Law. The contract will contain a provision regarding termination due to the lack of funds or a change in the law. The Lottery shall have the right to terminate the contract without penalty by giving sixty (60) days notice if any of the following contingencies occur:

- If the Lottery's authorization to operate is withdrawn or there is a material alteration in the programs the Lottery administers.
- If the Lottery's duties are substantially modified.

2.5 Insurance Coverage Requirements. The contract shall require the Vendor to maintain in effect, with insurance companies of recognized responsibility, at its own expense, insurance covering its work during the entire term of the contract and any extensions or renewals. The Vendor's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the Vendor's performance of the contract regardless of the date the claim is filed or expiration of the policy. Only companies authorized to transact business in the State of Iowa shall issue insurance policies and certificates. All such insurance policies shall remain in full force and effect for the entire life of the contract. The State of Iowa and the Lottery shall be named as additional insureds or loss payee. Proof of compliance with the insurance section shall be provided by Vendor to the Lottery immediately upon execution of the contract.

2.6 Fidelity Bond. The contract will require the Vendor to post a fidelity bond in the amount of five thousand dollars (\$5,000) within ten (10) days of the execution of the contract. The Vendor shall pay the cost of the bond. The bond shall provide funds to the Lottery in the event that the Vendor or Lottery suffers any liability, loss, damage or expense as a result of any fraudulent or dishonest act or omission of the Vendor or any subcontractor or any officer, employee, or agent of the Vendor or any subcontractor, which occurs during the term of the bond regardless of the date the act or omission is discovered, or a claim is made. The bond shall be in a form customarily used and shall be written by a surety authorized to do business in Iowa and that is acceptable by the Lottery. This bond shall be in effect at all times during the term of the contract and any extensions or renewals thereof and for one (1) year following the conclusion of the contract.

2.7 Indemnification. The contract will contain indemnification provisions. Vendor shall indemnify and hold the State of Iowa and the Lottery, its employees, agents, board members, appointed officials and elected officials, harmless from any and all damages, liabilities or expenses, including attorney's fees, incurred by the Lottery as a result of the acts or omissions of the Vendor or the Vendor's agent(s) or subcontractor(s). Pursuant to the Iowa Constitution, Article VII, Section 1, the Lottery may not agree to assume or become responsible for the debts or liabilities of any individual, association or corporation. Consequently, the Lottery's ability to indemnify Vendor is limited.

2.8 Background. All Vendor staff assigned to perform services at the Lottery shall be required to complete and sign a Department of Public Safety, Division of Criminal Investigation Class "O" background form prior to performance of work status. Refer to Appendix C.

SECTION 3. SCOPE OF SERVICES

3.1 Objectives. The Lottery is seeking a firm that offers full custodial services for an office building of 4,800 square feet. Approximately one third of this building is warehouse space and will not require cleaning services.

3.2 Services.

- Vendor shall perform all services described one (1) time per week.
- Perform services at the office located at 822 Flindt Drive in Storm Lake, Iowa.
- Services to be performed during normal Lottery business hours of 8:00 to 4:30 p.m., Monday through Friday.
- Vacuum all carpeted areas. Vacuum equipment shall be provided by Lottery.
- Empty all waste containers from desks and break areas. Waste to be placed in the on-site dumpster provided by Lottery. Large trash bags to be supplied by Lottery.
- Vendor shall clean two (2) restrooms. Cleaning supplies to be supplied by Lottery.
- Vendor shall stock/replenish paper supplies in both restrooms. Paper supplies to be supplied by Lottery.
- Vendor shall dust all furniture.
- Vendor shall maintain hard surface floors by sweeping and wet mop each week.
- Vendor shall wash/clean the interior of all windows and all exterior windows, weather permitting.
- Cleaning products to be supplied by Lottery.

SECTION 4. VENDOR RESPONSE.

Section 4.1 Experience. The Vendor shall state the number of years the company has been in business. Refer to Appendix B.

Section 4.2 References. Provide the business name, contact person, telephone number for at least two (2) businesses for which the Vendor has performed services, similar to those requested in this bid, during the past two (2) year period. The Lottery may contact the listed businesses to obtain information about the Vendor's services. Refer to Appendix B.

Section 4.3 Cost. The Vendor shall indicate the total cost per week to complete the scope of services described in Section 3. The price shall remain firm during the initial contract period of any resulting contract. Refer to Appendix B.

Section 4.4 Hours. The Vendor shall indicate the anticipated number of hours required per week to complete the tasks as described in scope of services. Refer to Appendix B.

SECTION 5. BID RESPONSE.

The following mandatory items must be submitted as part of the Vendor Proposal:

- A completed Appendix A, Proposal Compliance and Certification Statement
- A completed Appendix B.

SECTION 6. EVALUATION PROCEDURE.

6.1 Evaluation committee. All bids shall be reviewed after the bid opening based upon the bid proposal submitted as well as any relevant information from other sources. ***The Lottery will award the contract***

to the vendor submitting the best proposal. The lowest priced proposal is not necessarily the best proposal.

6.2 Evaluation process. All bids received by the specified date and time will be reviewed for compliance with the requirements of the bid. If a bid fails to meet a mandatory requirement, the bid proposal will be eliminated from further consideration.

APPENDIX A

PROPOSAL COMPLIANCE AND CERTIFICATION STATEMENT

I certify that the contents of the Bid Proposal are true and accurate. I also certify that no false statements have knowingly been made in this Bid Proposal.

Certification of Independence

By submitting a Bid Proposal in response to this RFP, I certify the following:

1. The Bid Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Lottery who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee.
2. The Bid 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 Bid 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 to induce any other Contractor to submit or not to submit a Bid Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between the Contractor and the Lottery that interferes with fair competition or as a conflict of interest.

Certification Regarding Debarment

6. I certify that, to the best of my knowledge, the Contractor/Company (shown in signature box) 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 State Agency; (b) have not within a ten-year period preceding this Bid 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 other 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 Bid 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 Lottery 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 Lottery may pursue available remedies including suspension, debarment, or termination of the contract.

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

7. Pursuant to Iowa Code sections 423.2(10) & 423.5(8) (2011) a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under Iowa Code chapter 423 on all sales of tangible personal property and enumerated services. The Act also requires 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 Bid Proposal the undersigned certifies the following: (check the applicable box)

☐ _____ is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432; or

☐ _____ 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(42) & (43).

By submitting a Bid Proposal and signing this statement, Contractor indicates understanding and acknowledges that the Lottery may declare the bid or resulting contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Lottery or its representative filing for damages for breach of contract.

I have the authority to bind the Contractor indicated below to the specific terms and conditions and technical specifications required in this RFP and offered in the Bid Proposal.

Business Name: _____

Address: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Email Address: _____
(if available)

Telephone: _____

Fax Number: _____
(if available)

Date: _____

APPENDIX B

BID #20-08

NOTICE TO VENDORS: All bids will be received at the Iowa Lottery until 10:00 a.m., Tuesday, March 2, 2021. Any deviation from the specifications must be identified. Vendors may submit additional information if desired and/or additional pages.

By submitting this bid, the Vendor agrees to provide the services as described in bid document #20-08.

Section 4.1 Experience State number of years in business _____	_____ years
Section 4.1 References	Reference # 2
Reference # 1 Business name: _____ Contact person: _____ Telephone number: _____	Business name: _____ Contact person: _____ Telephone number: _____
Section 5.1 Cost per weekly service	_____
Section 5.2 Hours estimated to complete the weekly service	_____ # of hours

Business Name

Authorized Signature

