

**BID 23-05**  
**Commercial carpet cleaning**

**SECTION 1. OVERVIEW AND BID PROCEDURES.**

**1.0 Introduction and Background.** The purpose of this Bid is to solicit proposals from Contractors interested in providing commercial carpet cleaning services at the Iowa Lottery office located at 13001 University Avenue, Clive, IA as described in Section 2.0, Scope of Services.

**2.0 Bid Proposal Timetable.** The anticipated schedule for this bid is as follows:

<i>Event</i>	<i>Date Due</i>
Bid Issued	May 31, 2023
Bid Proposals Due	June 7, 2023
Bid Award	On or before June 9, 2023

**3.0 Submittal Procedure.** One copy of the complete bid must be received at the Lottery office no later than **1:00 p.m. central time, June 7, 2023**. The bids may be delivered, mailed via USPS, e-mailed or faxed to the bid coordinator shown in Item 5.0 noted below.

**4.0 Questions, Requests for Clarification or Inquiries.**

Contractors are invited to submit written questions and requests for clarifications regarding the Bid. Any questions or requests for clarifications may be directed to the Bid Coordinator noted in section 5.

**5.0 Contact Information.** All inquiries concerning the bid should be directed to Terry Brown, Bid Coordinator. Contact information follows:

<i>Contact</i>	<i>Contact Information</i>
Bid Coordinator	Terry Brown
Mail or hand delivery	Iowa Lottery Authority, 13001 University Ave, Clive IA 50325
Telephone	515-725-7877
Facsimile Telephone	515-281-3182
E-mail address	If email response is provided send to <a href="mailto:tdbrown@ialottery.com">tdbrown@ialottery.com</a>
Website:	<a href="http://www.ialottery.com">www.ialottery.com</a> > Vendor tab found at top right corner

**6.0 Bid Conference.** A bid conference will not be held. Contractors may make an appointment to view the building and areas to be cleaned by contacting Bid Coordinator only during the week of June 1st until June 6<sup>th</sup> 2023.

**7.0 Addendum or Amendment to the Request for Proposal.** In the event it becomes necessary to amend, add, or delete any part of the Bid, any addendum or amendments shall be provided to all Contractors who received the original Bid and posted to the lottery website.

**8.0 Bid Terms and Conditions.**

**8.1** No bids will be accepted after the date and time specified in this section. A late bid shall NOT be accepted or considered.

**8.2** The Bid must include a signed Proposal Compliance and Certification form signed by an authorized individual or agent of the company.

**8.3** Bids will be opened at 1:00pm Central Time on the due date stated. The bids will remain confidential until the evaluation has been completed and a notice of intent to award a contract is announced. . The bids will be available for inspection after the notice of intent to award a contract is announced. See, Iowa Code Chapter 22.

**8.4** The Lottery reserves the right to request additional information from any Contractor 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 Contractor's bid. A Contractor will not be permitted to modify or amend its bid if contacted by the Lottery for this reason.

**8.5** Any information provided in the bid may be used by the Lottery to obtain additional criminal history and credit data on all persons identified in a Contractor's bid.

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

**8.7** All bids shall be firm for a period of ninety (90) days to allow the evaluation committee to fully evaluate all bids and make awards deemed in the best interest of the Lottery and the State of Iowa.

**8.8** The Lottery will award the contract to the Contractor submitting the best proposal at the lowest price.

**8.9** By submitting a bid, the Contractor agrees to the terms and conditions contained within this bid document and the terms and conditions of the contract.

**8.10** Following the contract award by the Lottery, each Contractor submitting a proposal will receive written confirmation of the Lottery's decision.

**8.11** At any time prior to execution of a written contract, the Lottery or the Lottery Board reserve the right to reject any or all proposals received by reason of this bid document, in whole or in part for any reason.

**8.12** The proposal shall be rejected outright and not evaluated for either of the following reasons:

- Failure of Contractor to deliver the proposal by 1:00 p.m. on the due date.
- Failure to include the required submittal form(s) signed by an officer of the company submitting the proposal.

**8.13** Issuance of the bid document in no way constitutes a commitment by the Lottery to award the contract. This bid document is designed to provide Contractors with the information necessary for the preparation of competitive proposals. 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 Contractor is responsible for determining all factors necessary for submission of a comprehensive bid.

**8.14** The Lottery is not responsible for any costs incurred by a Contractor which are related to the preparation or delivery of the bid proposal or any other activities carried out by the Contractor related to this bid document.

**8.15** The Lottery reserves the right to waive minor deficiencies in a bid proposal. 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 Board. Contractors are specifically notified that the failure to comply with or respond to any part of this bid document that requires a response may result in rejection of its bid.

**8.16** In the event that a Contractor or someone acting on the Contractor'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 designated above, the Contractor may be disqualified.

**9.0 Construction of RFP with Laws and Rules.** This bid document is to be construed in light of pertinent legal requirements including Iowa Code 99G and 531 Iowa Administrative Code. 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.

**10.0 Award Preferences.** In the event of a tie in the evaluation, a preference will be given to an Iowa business.

**11.0 Copyrights.** By submitting a bid proposal, the Contractor agrees that the Lottery may make copies of the bid proposal for purposes of facilitating the evaluation or to respond to requests for public records, regardless of any copyright notification that may appear in the bid. The Contractor consents to such copying by submitting a bid proposal and warrants that such copying will not violate the rights of any third party. The Lottery will have the right to use ideas or adaptations of ideas that are presented in the bid proposals.

**12.0 Proposals Property of the Lottery.** All bid proposals become property of the Lottery and shall not be returned to the Contractor unless all bid proposals are rejected and no award is made. At the conclusion of the selection process, the contents of all bid proposals, including financial statements, if required, will be placed in the public domain and be open to inspection by interested parties unless restricted by a designation of confidentiality.

**13.0 Public Records and Requests for Confidentiality.**

**13.1** All information submitted by a Contractor may be treated as a public record by the Lottery unless the Contractor properly requests that the information be treated as confidential information at the time its bid(s) are submitted. Public records will be copied by the Lottery as necessary to comply with Iowa's public record laws. By submitting a bid proposal, the Contractor grants the Lottery the right to make the required copies of the bid proposal.

**13.2** Any request for confidential treatment of information must be included with the bid proposal and must enumerate the specific grounds in Iowa Code Chapter 22 and 99G 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 Lottery concerning the confidential status of the materials.

**13.3** In the event the Lottery receives a request for the release of information that a Contractor has marked as confidential, the Lottery will provide a written notice via fax and first class mail to the Contractor regarding the request as soon as practicable. Unless otherwise directed by a court of competent jurisdiction, the Lottery will release the requested information pursuant to Iowa Code Chapter 22.

**13.4** Once a contract has been executed, the contract and all supporting documents in the Contractor's bid proposal including pricing shall be considered public and subject to disclosure pursuant to Iowa Code Chapter 22. All items marked as confidential except the pricing information shall be treated as confidential in accordance with Iowa Code Chapter 22.

**13.5** 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 Lottery as a waiver of any right to confidentiality that the Contractor may have had.

**13.6** The release of information by the Lottery to the public is subject to Iowa Code Chapter 22. Contractors are encouraged to familiarize themselves with these provisions prior to submitting a bid proposal.

**14.0 Restrictions on Gifts and Activities.** Iowa Code chapter 68B and 99G contains laws which restrict gifts which may be given 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 offense to bribe a public official.

**15.0 Release of Claims.** With the submission of a proposal, each Contractor 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 Contractor with pertinent information as intended by this RFP. Additionally, each Contractor releases each source of information of all claims, whether known or unknown, which the Lottery received while evaluating the bid proposal. This information could include but is not limited to the Contractor's criminal history, credit data, products, services, personnel or subcontractors.

**16.0 News Release Prohibition.** Contractors shall not issue any news releases or make any statement to the news media pertaining to this bid document or a bid proposal or contract or work resulting from this RFP without the prior written approval of the Lottery.

## **SECTION 2. SCOPE OF SERVICES**

The carpet is in good condition with the exception of dust that has settled into the fibers. The Lottery is seeking bids from companies offering commercial carpet cleaning services. Please refer to Appendix A for a full description of expectations.

## **SECTION 3. TERMS AND CONDITIONS OF THE CONTRACT.**

**3.1 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 Contractors to this solicitation. The Lottery reserves the right to either award a contract without further negotiation with the selected Contractor or to negotiate contract terms with the selected Contractor if the best interests of the Lottery would be served. Appendix D provides a draft agreement to enable the Contractor to better evaluate the costs associated with the bid and resulting contract.

**3.2 Term.** The term of the resulting contract will be from the date the contract is signed through completion of carpet cleaning project. The Lottery reserves the right to award a multiple year contract with the selected Contractor at a price to be negotiated each year.

**3.3 Fidelity Bond.** The contract will require the Contractor 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 Contractor shall pay the cost of the bond. The bond shall provide funds to the Lottery in the event that the Contractor or Lottery suffers any liability, loss, damage or expense as a result of any fraudulent or dishonest act or omission of the Contractor or any subcontractor or any officer, employee, or agent of the Contractor 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 for six months following the conclusion of the contract.

**3.4 Payments.** All payments to be made in arrears. Refer to Appendix D, Section 5.2.

## **SECTION 4. EVALUATION PROCEDURE.**

**4.1 Evaluation committee.** An evaluation committee composed of Lottery employees will review the bids submitted. The committee will consider all information provided when making its recommendation and may consider relevant information from other sources. ***The Lottery will award the contract to the Contractor submitting the best proposal. The lowest priced proposal is not necessarily the best proposal.***

**4.2 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.

## **5. CONTRACTOR RESPONSE**

**All Contractors submitting a bid must provide the following information as part of their bid response:**

- 5.1** Contractors shall provide two (2) references for which the Contractor has performed services similar in scope. This information should include the business name, contact person and telephone number.
- 5.2** Contractor shall state the number of years the company has been in business.
- 5.3** Contractor shall include the following as part of bid submittal:
  - a) The estimated amount of time required to complete a full carpet cleaning of the building.

- b) A description of the method to be used to clean the carpet, i.e., steam/hot water extraction method or shampoo.
- c) Indicate supplies or items the Lottery must furnish to complete the project such as janitor sink basin, etc. if any.

- 5.4** Contractor shall submit the completed Cost Proposal, found as Appendix B.
- 5.5** Contractor shall submit the signed Appendix C.
- 5.6** Contractor shall provide a W-9 for the business entity.

## **Appendix A**

### **Scope of Services**

#### **1. SIZE OF FACILITY**

The building consists of three (3) levels with ground floor access to the lower level and the main level. Two south facing corners of the building are fully carpeted on all three floors and must be included. Total square footage of the building is approximately 48, 201 s.f. with approximately **42,884** s.f. of that amount carpeted.

The Lottery is seeking a Contractor to perform carpet cleaning services at least one time per year, with the possibility of a multiple year agreement. The Contractor may also be requested to perform spot cleaning on an as needed basis at the request of the Lottery.

#### **2. SCHEDULE OF WORK**

All carpet cleaning must be completed after business hours, Monday through Friday between the hours of 4:00 PM and 12:00 AM. Depending upon the noise level and time required to complete the carpet cleaning, services may be divided up between floors and done on consecutive days. For the initial cleaning, several paint stains and ice melt stains can be found on the carpet that will need some special attention, thereafter, only spot treatment will be required. All scheduling shall be made in advance with the Lottery point of contact person.

#### **3. MATERIALS AND EQUIPMENT**

The Contractor shall provide all equipment necessary to complete the carpet cleaning task.

#### **4. OFFICE FURNITURE/EQUIPMENT**

Each office has a carpet chair mat. The Contractor shall be required to move the chair mats at each desk for cleaning purposes. All side chairs, task chairs, or step stools that are easily moved shall be moved by the Contractor; no desks or file cabinets will need to be moved.

Lottery staff shall remove all items under desks and place cardboard items up off the floor prior to cleaning.

#### **5. CLEAN UP**

Contractor shall be responsible for collection, removal, and proper disposal of all equipment, supplies and materials required for the project.

#### **6. RESTRICTED ACTIVITIES**

Contractor shall ensure that its personnel comply with the following restricted activities:

- Smoking in Lottery facilities is prohibited.
- Use of abusive/offensive language to or in the presence of occupants shall not be allowed.
- Contractor shall be responsible for any damages that occur as a result of its employees, representatives, etc. having food/drinks in the work area.
- Alcohol shall not be allowed/consumed at the time of, or during any services provided.

#### **7. CONTRACTOR PERSONNEL**

All personnel employed by the Contractor, either as a subcontractor or as an employee, shall be clearly identified as such by wearing shirts, hats, name tags, etc., in order that they may be easily identified.

#### **8. ACCOUNTABILITY/DAMAGES**

Contractor shall assume full liability for any and all property damaged in the cleaning.

#### **9. EXPERIENCE**

The Lottery reserves the right to verify references provided.

**APPENDIX B  
COST PROPOSAL 23-05**

**ALL bids must include this cost proposal, Appendix C and responses to Section 5.**

**NOTICE TO CONTRACTORS:** All bids will be received at the Iowa Lottery until 1:00 p.m. June 7, 2023. Any deviation from the specifications must be identified. Contractors must submit:

- ✓ Cost proposal, Appendix B
- ✓ Appendix C
- ✓ W-9
- ✓ Response to Section 5. Contractors may submit additional information if desired and/or additional pages.

By submitting this bid, the Contractor agrees to provide the goods/services as described in the bid document.

<b>TOTAL BID to complete full commercial carpet cleaning services</b>	\$
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Business Name:	
Authorized Signature:	
Date:	

## **APPENDIX C**

### **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 D**  
**SAMPLE DOCUMENT ONLY**  
**COMMERCIAL CARPET CLEANING SERVICES**

This Contract for commercial carpet cleaning services is entered into by and between the Iowa Lottery Authority ("Lottery") and (Contractor), herein after referred to as ("Contractor"). The parties agree as follows:

**SECTION 1. IDENTITY OF THE PARTIES**

**1.1** The Iowa Lottery Authority (Lottery) is an instrumentality of the State of Iowa whose address is 13001 University Avenue, Clive, IA 50325. The Lottery is authorized by Iowa Code Chapter 99G to conduct a lottery in the State of Iowa.

**1.2** Contractor (Contractor), a (state) (corporation), organized under the laws of the state of (\_\_\_\_\_) and authorized to do business in the State of (\_\_\_\_). The Contractor's address is (\_\_\_\_\_).

**SECTION 2. PURPOSE**

The parties have entered into this Contract for the purpose of commercial carpet cleaning services for the Lottery located at 13001 University Avenue in Clive.

**SECTION 3. DURATION OF CONTRACT**

The term of this Contract shall be for a period of one year beginning (date) through (date), unless terminated earlier in accordance with the termination section of this Contract. The Lottery shall have the sole option of extending this agreement for up to five additional one year periods.

**SECTION 4. SCOPE OF SERVICES**

**4.1 Scope of Services.** The Contractor shall provide the following services in accordance with the defined performance criteria as set forth below.

**(Final Scope of Services to be included upon contract issuance)**

**4.2 Industry Standards.** Services rendered pursuant to this Contract shall be performed in a professional and workmanlike manner in accordance with the terms of this Contract and the standards of performance considered generally acceptable in the information security management industry for similar tasks and projects. In the absence of a detailed specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard.

**4.3 Non-Exclusive Rights.** This Contract is not exclusive. The Lottery reserves the right to select other Contractors to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.

**SECTION 5. COMPENSATION**

**5.1 Pricing.** The Contractor will be paid a total of \$\_\_\_\_\_ for all services described in the Scope of Services.

**5.2 Billings.** The Contractor shall submit an invoice for services rendered in accordance with this Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The Lottery shall pay all approved invoices in arrears and in conformance with Iowa Code Section 8A.514 and II IAC § 41.1(2). The Lottery may vary the terms of this provision by paying the bill for services in less than 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.

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 goods or services 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.

**5.3 Delay of Payment Due to Contractor's Failure.** If the Lottery in good faith determines that the Contractor has failed to perform or deliver any service or product as required by this Contract, the Contractor shall not be entitled to any compensation under this Contract until such service or product is performed or delivered. In this event, the Lottery may withhold that portion of the Contractor's compensation, which represents payment for service or product that was not performed or delivered.

**5.4 Set-Off.** In the event that the Contractor owes the Lottery or the State of Iowa any sum under the terms of this Contract, any other Contract, pursuant to any judgment, or pursuant to any law, the Lottery may set off the sum owed to the Lottery or the State against any sum owed by the Lottery or the State to the Contractor in the sole discretion of the Lottery or the State, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under the law of setoff.

**5.5 Lottery Funds.** Pursuant to Iowa Code Section 99G.38, the funds of the state of Iowa, as opposed to the funds of the Iowa Lottery Authority, are not available to meet the obligations of the Lottery that may arise from this Contract.

## **6. DEFAULT AND TERMINATION.**

**6.1 Default by Contractor.** The reasons for termination will include failure to observe or perform any covenant, condition, or obligation created by the Contract, failure to make substantial and timely progress toward performance of the Contract or failure of the work product and services to conform with any specifications noted in the Bid, failure to comply with the laws governing the Lottery, including provisions regarding criminal activities during the course of the Contract.

**6.2 Termination Due to Lack of Funds or Change in the Law.** The Lottery shall have the right to terminate this Contract due to 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.

**6.3 Termination Upon Notice.** Following, 30 days' written notice, the Lottery may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to the Lottery up to and including the date of termination.

**7. INSURANCE.** The Contractor shall maintain in full force and effect, with insurance companies of recognized responsibility, at its own expense, insurance covering its work during the entire term of this Contract and any extensions or renewals. The Contractor's insurance shall, among other things, be occurrence-based and shall insure against any loss or damage resulting from or related to the Contractor's performance of this 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. The State of Iowa and the Lottery shall be named as additional insured's or loss payee. Contractor shall provide proof of compliance with the insurance requirement to the Lottery immediately upon execution of the Contract.

**8. INDEMNIFICATION.** The Contractor agrees to indemnify and hold harmless the Lottery, the State of Iowa and their employees, board members, officers and agents from any and all claims, demands, liabilities, losses, damages, expenses, judgments or settlements, including the reasonable value of time of the Iowa Attorney General's Office or the reasonable attorneys' fees of other counsel, which the Lottery or the State incurs directly or indirectly resulting from the following:

- a) The failure of the Contractor to fully comply with the terms of this Agreement; or
- b) The actions of the Contractor or persons working on behalf of the Contractor while performing under this Agreement.

**9. FIDELITY BOND.** The contract will require the Contractor 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 Contractor shall pay the cost of the bond. The bond shall provide funds to the Lottery in the event that the Contractor or Lottery suffers any liability, loss, damage or expense as a result of any fraudulent or dishonest act or omission of the Contractor or any subcontractor or any officer, employee, or agent of the Contractor 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 for six months following the conclusion of the contract.

**10. TIME IS OF THE ESSENCE.** Time is of the essence with respect to the successful performance of this Contract. The Contractor shall ensure that all personnel providing services to the Lottery are responsive to Lottery requirements in all respects including Lottery directives with respect to the goods and services delivered in accordance with this Contract.

**11. CONTRACTOR WARRANTIES.**

**11.1** The warranties expressed in the Contract will be intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor.

**11.2** The Contractor shall warrant that the equipment and services provided to the Lottery will be suitable for the particular purpose of use in a state lottery and are merchantable. The Contractor also acknowledges that the Lottery is relying on the Contractor's skill and judgment to provide services fit in all aspects for this project.

**11.3** The Contractor shall warrant that any product and related services will be new and unused and free of defects in material, design and workmanship.

**11.4** The Contractor shall warrant that all services provided shall be performed in a prompt, competent and workmanlike manner by properly trained individuals in accordance with the highest standards in the Contractor's profession, that goods and services will be free and clear of any lien or claim by any party at the time of delivery, and that no misrepresentations have been made including material omissions.

**12. INDEPENDENT CONTRACTOR.** The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents and any subcontractors performing under this Contract are not employees or agents of the State of Iowa or the Lottery. Neither the Contractor nor its employees shall be considered employees of the Lottery or the State of Iowa for federal or state tax purposes. The Lottery will not withhold taxes on behalf of the Contractor.

**13. SUBCONTRACTORS.** The Contractor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the Contractor may engage for the completion of any Agreement with the Lottery. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the Contractor from default remedies. The Contractor shall be responsible for payment to all subcontractors and all other third parties.

**14. INCORPORATION.** The bid documents for this project and the Contractor's bid response together with any clarifications, attachments, appendices, or amendments of the Lottery or the Contractor are incorporated into this Agreement by reference as if fully set forth in this Agreement.

**15. COMPLIANCE WITH THE LAW.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract.

**16. AMENDMENTS/CHANGE ORDER.** This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.

**17. CHOICE OF LAW AND FORUM.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. Any proceeding or action initiated to determine the parties' obligations under this Contract must be brought in Polk County, Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the Lottery or the State of Iowa.

**18. INTEGRATION.** This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

**19. ASSIGNMENT.** This Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

**20. NOTICE:** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth as follows:

If to the <b>Lottery:</b>	Iowa Lottery Attn: Kim Knight 13001 University Avenue Clive IA 50325
If to the <b>Contractor:</b>	Name Company Address

Each such notice shall be deemed to have been provided at the earliest of:

- a) The time it is actually received; or
- b) Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day of delivery; or,
- c) Within five days after deposited in the U.S. Mail in the case of registered U.S. Mail.

**21. RECORD RETENTION AND ACCESS.** The Contractor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the Lottery throughout the term of this Contract for a period of at least three years following the date of final payment or completion of any required audit, whichever is later.

**22. OBLIGATIONS BEYOND CONTRACT TERM.** This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of the Lottery and the Contractor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.

**23. EXECUTION.** In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Contract and have caused their duly authorized representatives to execute this Contract.

**Iowa Lottery Authority**

**Contractor**

\_\_\_\_\_  
Kim Knight

Vice President, Finance & CFO

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

\_\_\_\_\_  
Name:\_\_\_\_\_

Title:\_\_\_\_\_

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

