

IOWA LOTTERY

***REQUEST FOR PROPOSAL
FOR
MAINTENANCE SERVICES***

RFP IL 23-03

Issued 5/1/2023

TABLE OF CONTENTS

SECTION 1. INTRODUCTION

1.1	Purpose	4
1.2	Overview	4
1.3	Objectives	4
1.4	Definitions	4

SECTION 2. GENERAL BID INSTRUCTIONS

2.1	Bid Coordinator	5
2.2	Restriction on Communication	5
2.3	Downloading the RFP from the Internet	5
2.4	RFP Timetable	5
2.5	Vendors' Conference	6
2.6	Questions, Requests for Clarification or Inquiries	6
2.7	Addendum or Amendment to the RFP	6
2.8	Amendment and Withdrawal of Bid Proposal	6
2.9	Submission of Bid Proposals	6
2.10	Bid Proposal Submission Format	6
2.11	Bid Submission Information	7
2.12	Cost Proposal	7
2.13	Bid Proposal Opening	7
2.14	Cost of Preparing the Bid Proposal	7
2.15	Rejection of Bid Proposal	7
2.16	Disqualification	7
2.17	Nonmaterial Variances	8
2.18	Reference Information	8
2.19	Bid Proposal Clarification Process	8
2.20	Disposition of Bid Proposals	8
2.21	Public Records and Requests for Confidential Treatment	8
2.22	Photocopy Rights	8
2.23	Proposals Property of the Lottery	8
2.24	Release of Claims	9
2.25	Evaluation of Bid Proposals Submitted	9
2.26	Award Notice and Acceptance Period	9
2.27	Choice of Law and Forum	9
2.28	Restrictions on Gifts and Activities	9
2.29	Appeals	9
2.30	News Release Prohibition	9
2.31	No Minimum Guaranteed	9
2.32	Background Investigation	9

SECTION 3. SCOPE OF SERVICES 10

SECTION 4. EVALUATION AND SELECTION

4.1	Introduction	10
4.2	Evaluation Committee	10
4.3	Overview of Evaluation	10
4.4	Preferences	10
4.5	Evaluation Criteria	11

SECTION 5. LOTTERY TERMS AND CONDITIONS

5.1	Introduction	11
5.2	Amendments to the Contract	11
5.3	Severability	11
5.4	Term of Contract	11
5.5	Covenant Against Contingent Fees	12
5.6	Audit and Accounting Requirements	12
5.7	Bonds and Insurance Qualifications	12
5.8	Insurance	12
5.9	Bonds	13
5.10	Force Majeure	14
5.11	Indemnification	15
5.12	Consumer Price Index (CPI) Adjustment	15
5.13	Reimbursable Expenses	15
5.14	Exclusive and Non-Exclusive Rights	15
5.15	Taxes on Contractor	15
5.16	Subcontracting	15
Attachment 1 – Scope of Services		16
Attachment 2 – Division of Responsibilities		18
Attachment 3 – Certification Letter		20
Attachment 4 – Cost Proposal Template		22
Attachment 5 - Requirements of Proposal		23
Attachment 6 – Lottery Standard Terms and Conditions		25
Attachment 7 – Class “O” DCI Background form		
Exhibit A	Building floor plans	

RFP IL 23-03

FACILITIES MAINTENANCE SERVICES

SECTION 1. INTRODUCTION

1.1 Purpose. The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified companies ("Contractor") interested in providing the experience necessary for facilities maintenance services of the Iowa Lottery building located at 13001 University Avenue in Clive, Iowa.

1.2 Overview.
The Lottery intends to enter into a contract with a qualified company for a period of three (3) years beginning **July 1, 2023** through **June 30, 2026** plus three (3) additional one (1) year option periods being exercised at the sole discretion of the Lottery.

The successful Contractor shall provide the services to the Lottery under the resulting Contract awarded based on the scope of services defined and the proposal submitted. *Bid Proposals* must identify any deviations from the requirements of this RFP or requirements the Contractor cannot satisfy. Any deviations from the requirements of Section 3 or requirement of any Section that the Contractor cannot satisfy may disqualify the Contractor.

ILA has approximately 70 employees in the office building located at 13001 University Avenue, Clive, Iowa. The building has three stories with approximately 36,400 square feet of finished space and 13,800 square feet of unfinished space. See EXHIBIT A – Floor Plan for the exact layout of the office building.

Contractors will be required to submit written responses in hardcopy. It is the Lottery's intention to evaluate proposals from all Responsible Contractors that submit timely Responsive *Bid Proposals*, and award the contract in accordance with Section 4, Evaluation and Selection. The RFP process is for the Lottery's benefit and is intended to provide the Lottery with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Contractor is responsible for determining all factors necessary for submission of a comprehensive bid proposal.

1.3 Objectives.
The Iowa Lottery has the following objectives for the services to be provided by a Contractor. It will be the Contractor's obligation to provide facilities maintenance services and provide the oversight for these services directly for:

- a. Inspection,
- b. General maintenance,
- c. Electrical systems,
- d. HVAC systems and building automation system and controls,
- e. Calibration,
- f. Nondestructive diagnostic testing,
- g. Repair labor for the equipment listed in EXHIBIT B,
- h. Repair parts for the equipment listed in EXHIBIT B,
- i. Scheduled Preventive Maintenance (PM), as required by EXHIBIT D.

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

"ILA" means Iowa Lottery Authority.

"*Bid Proposal*" means the Contractor's bid or proposal submitted in response to the RFP.

"Contractor" or "Vendor" means (as the context requires) either Contractors submitting *Bid Proposals* in response to this RFP or the provider of the goods and services under the Resulting Contract.

"Responsible Contractor" means a Contractor that has the capability in all respects to perform the requirements of the Resulting Contract. In determining whether a Contractor is a Responsible

Contractor, the Lottery may consider various factors including, but not limited to, the Contractor's competence and qualifications to provide the goods or services requested, the Contractor's integrity and reliability, the past performance of the Contractor relative to the quality of the goods or services offered by the Contractor, the proposed terms of delivery, and the best interest of the Lottery.

"Responsive Bid Proposal" means a *Bid Proposal* that complies with each of the provisions of this RFP.

"RFP" means this Request for Proposal and any addenda hereto.

"Contract" means a fully executed contract. The full execution of a written contract shall constitute the making of a contract for the goods and/or services requested by the RFP. No Contractor shall acquire any legal or equitable rights relative to the contract until the contract has been fully executed by the successful Contractor and the Lottery.

SECTION 2. GENERAL BID INSTRUCTIONS

2.1 Bid Coordinator.

The bid coordinator is the sole point of contact regarding the RFP from the date of issuance until selection of the successful Award. Following is the contact information for the bid coordinator:

Bid Coordinator:	Terry Brown
Mail or hand deliver to:	Iowa Lottery, 13001 University Avenue, Clive, IA 50325
Telephone:	515-725-7877
Facsimile Telephone:	515-281-3182
E-mail address:	tdbrown@ialottery.com
Website:	www.ialottery.com (Vendor link at top right of screen)

2.2 Restriction on Communication.

From the issue date of this RFP until announcement of an Award, Contractors may contact only the Bid Coordinator with matters relating to the RFP. The Bid Coordinator will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2.6. Verbal questions related to the interpretation of this RFP will not be accepted. Contractors may be disqualified if they contact any lottery employee other than the Bid Coordinator about the RFP.

2.3 Downloading the RFP from the Internet.

The RFP will be posted at http://www.ialottery.com/Vendors/Vendors_main.asp and <http://bidopportunities.iowa.gov/> and all Addenda will be posted to these websites. The Contractor is advised to check the website periodically for Addenda to this RFP, particularly if the Contractor downloaded the RFP from the Internet as the Contractor may not automatically receive Addenda. It is the Contractor's sole responsibility to check daily for Addenda to posted documents.

2.4 RFP Timetable.

The following timetable is provided for informational and planning purposes; however, the Lottery reserves the right to change the dates. If the Lottery changes any of the deadlines for Contractor submissions, the Lottery will issue an Addendum to the RFP. The anticipated schedule for this RFP is as follows:

Event	Date Due
RFP Issued	May 5, 2023
Mandatory building walk through	10:00 a.m., May 15, 2023
Written questions due to the Lottery	3:00 p.m., May 22, 2023
Response by the Lottery to questions	May 30, 2023 end of day
Proposals and bid compliance form due	3:00 p.m., June 9, 2023
Recommendation to CEO and Notice of Intent to Award	June 2023
Submission of Background forms by awarded vendor	July 2023 – exact date to be determined
Contract negotiation	July 2023

2.5 Vendors' Conference.

A Vendors' **mandatory** walk through of the facilities will be held on **May 15, 2023**. Any Contractor wishing to submit a response to this solicitation must attend or have a representative attend in order to submit a responsive bid proposal.

2.6 Questions, Requests for Clarification or Inquiries.

Contractors are invited to submit written questions and requests for clarifications regarding the RFP. Contractors may also submit suggestions for changes to the requirements of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Bid Coordinator before 3:00 p.m., on the date indicated in Section 2.4. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, the page and section number(s) must be referenced. Written responses to questions, request for clarifications, or suggestions will be posted to the Lottery website noted in Section 2.3 on or before the date listed in Section 2.4. The Lottery's written responses will be considered part of the RFP. If the Lottery decides to adopt a suggestion that modifies the RFP, the Lottery will issue an Addendum to the RFP.

The Lottery assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP.

2.7 Addendum or Amendment to the RFP.

The Lottery reserves the right to amend the RFP at any time using an Addendum. The Contractor shall acknowledge receipt of Addenda in its *Bid Proposal*. In the event it becomes necessary to amend, addend, or delete any part of the RFP, any addendum or amendments shall be provided to all Contractors who received the original RFP and posted to the website link noted in Section 2.3.

2.8 Amendment and Withdrawal of Bid Proposal.

The Contractor may amend or withdraw and resubmit its *Bid Proposal* at any time before the *Bid Proposals* are due. The amendment must be in writing, signed by the Contractor and received by the time set for the receipt of *Bid Proposals*. Electronic mail and faxed amendments will not be accepted.

2.9 Submission of Bid Proposals.

The Lottery must receive the *Bid Proposal* at the address listed in Section 2.1 no later than 3:00 p.m. Central Time, **June 9, 2023**. **This is a mandatory requirement and will not be waived by the Lottery. Any *Bid Proposal* received after this deadline will be rejected and returned unopened to the Contractor.** Contractor's mailing *Bid Proposals* must allow ample mail delivery time to ensure timely receipt of their *Bid Proposals*. It is the Contractor's responsibility to ensure that the *Bid Proposal* is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the *Bid Proposal*. Electronic mail and faxed *Bid Proposals* will not be accepted.

Contractors must furnish all information necessary to evaluate the *Bid Proposal*. *Bid Proposals* that fail to meet the mandatory requirements of the RFP may be disqualified. Verbal information provided by the Contractor shall not be considered part of the Contractor's *Bid Proposal* unless it is reduced to writing prior to the due date and time of the proposal.

2.10 Bid Proposal Submission Format.

The *Bid Proposal* is to be typed/printed on 8.5" x 11" light colored or white paper. The *Bid Proposal* shall be divided into two parts: **(1)** the Proposal Response and **(2)** the Cost Proposal. One (1) original plus two (2) copies of the Proposal Response is to be placed in a sealed envelope. One (1) original (no copies) of the Cost Proposal to be placed in another sealed envelope. Both the Proposal Response and the Cost Proposal to then be placed in a sealed envelope or package, labeled as follows and delivered or received by the due date/time.

- RFP IL-23-03
- Attn: Terry Brown
Iowa Lottery
13001 University Avenue
Clive IA 50325

Contractors must also submit one (1) copy of the Proposal on a flash drive using a Microsoft Word or PDF file. The flash drive to be placed within the Proposal Response envelope.

If the Contractor designates any information in its proposal as confidential pursuant to Section 2.21, the Contractor must also submit one (1) additional copy of the *Bid Proposal*, from which confidential information has been excised and marked as "Public Copy".

2.11 Bid Submission Information.

The Proposal must include the information and be organized in the same manner as the response items as provided in Attachment 6.

2.12 Cost Proposal.

As part of the *Bid Proposal*, the Contractor shall include the cost proposal in a separately sealed envelope for the proposed goods and/or services. Contractors shall use the cost proposal format provided as Attachment 4.

2.13 Bid Proposal Opening.

The Lottery will open *Bid Proposals* after the deadline for submission of *Bid Proposals* has passed. The *Bid Proposals* will remain confidential until the Evaluation Committee has reviewed all the *Bid Proposals* submitted in response to this RFP and the Lottery has announced a notice of intent to award. See Iowa Code Section 72.3. However, the name of Contractors who submitted timely *Bid Proposals* will be publicly available after the *Bid Proposal* opening. The announcement of Contractors who timely submitted *Bid Proposals* does not mean that an individual *Bid Proposal* has been deemed technically compliant or accepted for evaluation.

2.14 Costs of Preparing the Bid Proposal.

The costs of preparation and delivery of the *Bid Proposal* are solely the responsibility of the Contractor.

2.15 Rejection of Bid Proposal.

The Lottery reserves the right to reject any or all *Bid Proposals*, in whole and in part, received in response to this RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the Lottery to award a contract.

2.16 Disqualification.

The Lottery will reject outright and will not evaluate Bids if:

2.16.1 The Contractor fails to deliver the Bid by the due date and time.

2.16.2 The Contractor fails to deliver the cost proposal in a separate envelope.

2.16.3 The Contractor fails to include a signed Proposal Compliance and Certification form signed by an authorized individual or agent of the company.

2.16.4 The Contractor acknowledges that a mandatory requirement of the RFP cannot be met.

2.16.5 The Contractor's *Bid Proposal* materially changes a mandatory requirement of the RFP or the *Bid Proposal* is not materially or substantially compliant with the requirements of the RFP.

2.16.6 The Contractor's *Bid Proposal* limits the rights of the Lottery.

2.16.7 The Contractor fails to include information necessary to substantiate that it will be able to meet a mandatory requirement of the RFP.

2.16.8 The Contractor fails to timely respond to the Lottery's request for information, documents, or references.

2.16.9 The Contractor fails to include a bid bond, if required.

2.16.10 The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested in Section 3 or Attachment 5 of this RFP.

2.16.11 The Contractor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.

2.16.12 The Contractor initiates unauthorized contact regarding the RFP with lottery employees.

2.16.13 The Contractor provides misleading or inaccurate responses.

2.16.14 there is insufficient evidence to satisfy the Lottery that the Contractor is properly responsive and responsible to satisfy the requirements of the RFP.

2.16.15 The Contractor fails to attend the mandatory walk through at the scheduled time or another time scheduled with ILA.

2.17 Nonmaterial Variances.

The Lottery reserves the right to waive or permit cure of nonmaterial variances in the *Bid Proposal* if, in the judgment of the Lottery, it is in the Lottery's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Contractors, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the requirements of the RFP. In the event the Lottery waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Contractor from full compliance with RFP specifications or other contract requirements if the Contractor is awarded the contract. The determination of materiality is in the sole discretion of the Lottery.

2.18 Reference Information.

The Lottery reserves the right to contact any reference to assist in the evaluation of the *Bid Proposal*, to verify information contained in the *Bid Proposal* and to discuss the Contractor's qualifications and the qualifications of any subcontractor identified in the *Bid Proposal*. The Lottery reserves the right to obtain and consider information from other sources concerning the Contractor, such as capability and performance under other contracts, financial stability, criminal history, past or pending litigation, and other publicly available information.

2.19 Bid Proposal Clarification Process.

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

2.20 Disposition of Bid Proposals.

All *Bid Proposals* become the property of the Lottery and shall not be returned to the Contractor at the conclusion of the selection process, the contents of all *Bid Proposals* will be in the public domain and be open to inspection by interested parties subject to exceptions provided in *Iowa Code Chapter 22* or other applicable law.

2.21 Public Records and Requests for Confidential Treatment.

The ILA will treat all information submitted by a firm as confidential information up to the announcement of successful Contractor. After that announcement, all bid proposals will be open to public examination as governed by Iowa Code chapter 22.

2.22 Photocopy rights.

By submitting a proposal, the Contractor agrees that the Lottery may make copies of the proposal for purposes of facilitating the evaluation of the *Bid Proposal* or to respond to requests for public records. 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 may be presented in the *Bid Proposals*.

- 2.23 Proposals Property of the Lottery.** All proposals become property of the Lottery and shall not be returned to the Contractor unless all proposals are rejected, no award is made and the Contractor requests the proposal be returned. At the conclusion of the selection process, the contents of all proposals will be placed in the public domain and be opened to inspection by interested parties.
- 2.24 Release of Claims.**
By submitting a *Bid Proposal*, the Contractor agrees that it will not bring any claim or cause of action against the Lottery 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.
- 2.25 Evaluation of Bid Proposals Submitted.**
Bid Proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with Section 4 of the RFP. The Lottery will not necessarily award any contract resulting from this RFP to the Contractor offering the lowest cost. Instead, the Lottery will award the contract(s) to the responsible Contractor who's Responsive *Bid Proposal*, as determined by the Lottery; will provide the best value to the Lottery.
- 2.26 Award Notice and Acceptance Period.**
Notice of Intent to award the contract(s) will be sent to all Contractors submitting a timely *Bid Proposal* and may be posted at the website shown in Section 2.3. Negotiation and execution of the contract(s) shall be completed no later than sixty (60) days from the date of the Notice of Intent to award. If the apparent successful Contractor fails to negotiate and deliver an executed contract by that date, the Lottery, in its sole discretion, may cancel the award and award the contract to the remaining Contractor the Lottery believes will provide the best value to the Lottery.
- 2.27 Choice of Law and Forum.**
This RFP is to be construed in light of pertinent legal requirements including Iowa Code 99G and 531 Iowa Administrative Code. The RFP and the resulting contract are to be governed by the laws of the State of Iowa. 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. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.
- 2.28 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 to comply with these requirements. In addition, pursuant to *Iowa Code Chapter 722.1*, it is a felony offense to bribe or attempt to bribe a public official.
- 2.29 Appeals.**
Appeals of the Notice of Intent to Award are governed by the Lottery's appeal process. Contractors may obtain information about the appeal process from the Bid Coordinator. See Iowa Administrative Rules 531 – 2.17(99G).
- 2.30 News Release Prohibition.**
Contractors shall not issue any news releases or make any statement to the news media pertaining to this RFP or a proposal or contract or work resulting from this RFP without the prior written approval of the Lottery.
- 2.31 No Minimum Guaranteed.** The Lottery anticipates that the selected Contractor will provide goods and/or services as requested by the Lottery. The Lottery will not guarantee any minimum level of purchases or services.
- 2.32 Background Investigation.**
Because the resulting contract will include access to secure areas of the Lottery building, all Contractor staff that will be performing routine work within the ILA as part of this contract are

required to undergo a DCI background investigation to be conducted by the Iowa Department of Public Safety, Division of Criminal Investigation (DCI). Subcontractor background requirements will be reviewed once those vendors are determined and before any work may begin. The background investigation will require the submission of Class O Lottery Background, found as Attachment 7. Once a Notice of Intent to Award has been issued, the awarded Contractor will be required to submit the background forms for all staff that will be performing routine work inside the ILA.

The Lottery may refuse a Contractor's employee from working or terminate the resulting contract based upon the results of these background checks and disclosures. The Contractor is advised that any person who knowingly provides false or intentionally misleading information in connection with any investigation by the Lottery may cause a subsequent contract to be canceled.

SECTION 3. SCOPE OF SERVICES.

ILA is seeking a **ALL INCLUSIVE(100%)** maintenance for sustainable workplace services, including management, supervision, labor, materials and equipment for the maintenance and operation of heating, ventilating and air conditioning (HVAC), plumbing, electrical and reporting and overseeing those services provided to the ILA. The resulting contract with the awarded Contractor will specify maximum annual total fees according to the following breakdown of services: administrative, life expectancy evaluation and reporting, HVAC system including water treatment, building automation system.

Expectations from the awarded Contractor are described as Attachment 1.

SECTION 4. EVALUATION AND SELECTION.

4.1 Introduction.

This section describes the evaluation process that will be used to determine which *Bid Proposal(s)* provides the greatest benefit to the Lottery. The Lottery will not necessarily award any contract resulting from this RFP to the Contractor offering the lowest cost to the Lottery. Instead, the Lottery will award the contract to the Responsible Contractor whose Responsive *Bid Proposal* the Lottery believes will provide the best value to the Lottery.

4.2 Evaluation Committee.

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

The evaluation committee will make a recommendation to the CEO. The CEO and Board will select the Contractor to receive the award. The CEO and the Board are not bound by the evaluation committee's recommendation.

4.3 Overview of Evaluation.

All *Bid Proposals* will be first evaluated to determine if they comply with the requirements described in Section 3 and Attachment 5. The evaluation committee will evaluate and score all Responsive *Bid Proposals* submitted by Responsible Contractor in accordance with this Section. To be deemed a Responsible Contractor and a Responsive *Bid Proposal*, the *Bid Proposal* must provide responses to Section 3 and Attachment 5.

4.4 Preferences.

4.4.1 Preference to Iowa Products and Services.

In accordance with the provisions of *Iowa Code § 73.1* a preference will be given to products and provisions grown and coal produced within the State of Iowa, when they are found in marketable quantities in the State and are of a quality reasonably suited to the purpose intended, and can be secured without additional cost over foreign products or

products of other states. Preferences required by applicable statute or rule shall also be applied, where appropriate.

4.4.2 Tied Bid.

Whenever a tie involves an Iowa Contractor and a Contractor outside the State of Iowa, the Iowa Contractor will receive preference. Whenever a tie involves one or more Iowa Contractors and one or more Contractors outside the State of Iowa, a drawing will be held among the Iowa Contractors only. Tied bids involving Iowa-produced or Iowa-manufactured products and items produced or manufactured outside the State of Iowa will be resolved in favor of the Iowa product.

In the event of a tie between Iowa Contractors, an award shall be determined by a drawing held in front of at least three non-interested parties with the drawing documented.

4.5 Evaluation Criteria.

The proposals will be evaluated and an award will be made using the following criteria, which are listed in no particular order.

4.5.1 Cost of goods and/or services to the Lottery.

4.5.2 Satisfactory performance on previous and present contracts that is similar in scope to the subject of this RFP.

4.5.3 Experience and expertise to meet project objectives.

4.5.4 Overall track record and reputation in the relevant industry.

4.5.5 Completeness of the bid.

4.5.6 Degree of Acceptance to the terms and conditions.

4.5.7 Staffing proposals.

SECTION 5. LOTTERY TERMS AND CONDITIONS

5.1 Introduction

This section describes certain special terms and conditions that apply to the Lottery's procurement and will become part of the Contract executed pursuant to this RFP. Additional contractual terms for this procurement are provided in Attachment 6 Standard Terms and Conditions. The Contractor will be expected to sign a Contract based on the terms of this section and those found as Attachment 6. By submitting a Proposal, the Contractor agrees to the Terms and Conditions contained in this section and in Attachment 6. The Lottery reserves the right to either award a contract without further negotiation with the Contractor or to negotiate contract terms with the selected Contractor if the best interests of the Lottery would be served. All costs associated with complying with these requirements should be included in the prices quoted by the Contractor.

5.2 Amendments to the Contract

Any Contract provision resulting from this RFP may not be modified, amended, altered, changed, renewed, varied, waived or augmented, except in writing executed by both parties. Any breach or default by a party shall not be waived or released other than in writing and signed by the other party.

5.3 Severability

If a court of competent jurisdiction determines any portion of a Contract executed pursuant to this RFP to be invalid, that portion shall be severed and the remaining portions of the Contract shall remain in effect.

5.4 Term of Contract

Unless terminated sooner, the Contract resulting from this RFP will be in effect from a qualified company for a period of three (3) years beginning **July 1, 2023** through **June 30, 2026**. The Contract term may run a shorter period, as determined by the Lottery, due to causes such as, but not limited to, Contract termination or loss of statutory authority by the Lottery.

The Lottery reserves the right to renew the Contract at its sole option up to a maximum of three (3) additional one (1) year periods, provided that any such option to renew is exercised in writing by the Lottery at least thirty (30) days prior to the end of the initial period, or any renewal thereof, or at a time mutually agreed upon by both parties. The Lottery may opt to award more than one renewal at a time, and may negotiate the terms of the renewal.

5.5 Covenant Against Contingent Fees

The Contractor warrants that no person, selling agency or other agency has been employed or retained to solicit or secure an agreement pursuant to this RFP upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the Lottery shall have the right to terminate any Contract in accordance with the termination clause, and in its sole discretion, to deduct from any Contract or otherwise recover the full amount of any such commission, percentage, brokerage or contingent fee.

5.6 Audit and Accounting Requirements

Under the Contract, the Contractor and all sub-contractors performing services under this Contract shall be required to maintain its books, records and all other information pertaining to the Contract in accordance with generally accepted accounting principles (GAAP). These records shall be available to the Lottery, its internal auditors or external auditors (and other designees) at all times during the contract period and for three (3) years from the contract expiration date or final payment on the contract, whichever is later.

5.7 Bonds and Insurance Qualifications

All required bonds and insurance must be issued by companies which are rated A- (Excellent) or higher by A. M. Best Company. All such companies must be approved by the Lottery, have a record of successful continuous operation, and be licensed, admitted, and authorized to do business in the State of Iowa. Required bonds and coverages must be put into effect as of the effective date of the Contract and must remain in effect throughout the term of the Contract, as determined by the Lottery. The Contractor(s) must submit certificates and copies of each required bond and insurance contract, and any renewals thereof, to the Lottery. The insurance policies must provide thirty (30) days advance written notice of cancellation, termination or failure to renew any policy.

5.8 Insurance

5.8.1 The resulting contract will require the Contractor 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 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 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 Agreement. Proof of compliance with this section shall be provided by the Contractor to the Lottery immediately upon execution of the Agreement.

5.8.2 Unless otherwise requested by the Lottery in writing, the Contractor shall, at its sole cost, cause to be issued and maintained during the entire term of the contract the insurance coverage's set forth below each naming the Lottery as an additional insured or loss payee, as applicable:

TYPE OF INSURANCE	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2 million
	Products Completed Operations Aggregate	\$1 million
	Personal Injury	\$1 million
	Each Occurrence	\$1 million
Automobile Liability, including any auto, hired autos and non-owned autos	Combined Single Limit	\$1 million
Errors and Omissions Policy	Each Occurrence	\$1 million

Excess Liability, Umbrella Form	Each Occurrence	\$2 million
	Aggregate	\$2 million
Workers Compensation and Employer Liability	As Required by Iowa law	
Property Damage	Each Occurrence	\$250,000
	Aggregate	\$250,000

5.8.3 Coverage for Lottery Property or Personnel on Contractor Premises. The policies must provide coverage for damages to the Lottery's property or personnel, which occurs on the Contractor's premises or premises under the control of the Contractor or Contractor's subcontractors.

5.8.4 Coverage Without Regard to Claim. All insurance policies required by the contract, with the exception of the Errors and Omissions Policy, shall provide coverage for all claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy.

5.8.5 Notice Regarding Cancellation. Certificates of insurance, which provide that the Lottery will be notified at least thirty (30) days prior to cancellation or expiration of the insurance coverage required by the contract shall be provided to the Lottery at the time of execution of the contract or at a time mutually agreeable to the parties. The receipt of such certificates does not constitute approval of the coverage contained on the certificates, and the Contractor remains responsible for determining that its insurance coverage meets each and every requirement of the contract. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days prior notice to the Lottery and that the notice shall be directed to the Lottery in writing.

5.8.6 No Limitation of Liability. Acceptance of the insurance certificates by the Lottery shall not act to relieve the Contractor of any obligation under the contract or any liability in excess of the insurance coverage. All insurance policies and certificates shall be issued only by companies authorized to transact business in the State of Iowa.

5.8.7 Warranty. The contract will require the Contractor to warrant that it has examined its insurance coverage to determine whether the State and the Lottery can be so named without creating an adverse effect on the Contractor's coverage.

5.8.8 Scope of Errors and Omissions Insurance. In addition to the amounts set out above, the contract will require the Contractor to procure errors and omissions insurance that indemnifies the Lottery and the Contractor for losses that may be incurred due to errors. The policy shall remain in effect for one year past the expiration of the contract and any extensions thereof.

5.8.9 Scope of Property Insurance. The contract will require the Contractor to maintain property insurance during the term of the contract that shall insure the Contractor's property at its replacement value and shall provide funds to the Contractor to compensate the Contractor for loss of revenues resulting from the destruction of the Contractor's property by fire or other hazards.

5.8.10 Waiver of Subrogation Rights. The contract will require the Contractor to obtain a waiver of any subrogation rights that any of its insurance carriers might have against the Iowa Lottery or the State of Iowa. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the Lottery.

5.9 Bonds

5.9.1 Performance Bond. The contract will require the Contractor to post a performance bond in the amount of **one hundred thousand dollars (\$100,000)** and provide a copy of the bond to the

Lottery within ten (10) days of execution of the contract. The Contractor shall pay the cost of the bond. In the event that the Contractor or any subcontractor or any officer, director, employee or agent of the Contractor or any subcontractor or any parent or subsidiary corporation of the Contractor or subcontractor fails to fully and faithfully perform each material requirement of the Contract, including without limitation the Contractor's obligation to indemnify the Lottery and pay damages to the Lottery, the Lottery shall make claim against the bond in the amount of any damages as determined by the Lottery. The bond may be renewable annually. Neither non-renewal by the Surety, nor failure or inability of the Contractor to file a replacement bond in the event the Surety exercises its right to not renew this bond, shall itself constitute a loss to the Obligor recoverable under this bond or any extension thereof. The bond shall be in a form customarily used in the lottery industry and shall be written by a surety authorized to do business in Iowa and that is acceptable to the Lottery. The bond shall be in effect at all times during the term of the contract and any extensions or renewals thereof and for ninety (90) days following the conclusion of the Contract. The Contractor warrants that it will maintain the required performance bond coverage as described herein without any lapse in coverage.

5.9.2 Fidelity Bond. The contract will require the Contractor to post a fidelity bond in the amount of **one hundred thousand dollars (\$100,000)** 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 or any parent or subsidiary corporation 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 in the lottery industry 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. The Contractor warrants that it will maintain the required fidelity bond coverage as described herein without any lapse in coverage. If a subcontractor is not covered by the Contractor's policy the Contractor(s) must ensure the subcontractors have their own coverage.

5.9.3 Provision of Bonds. Failure on the part of the Contractor to furnish such bonds, or other proof of bond coverage acceptable to the Lottery within ten (10) days of contract execution, or to maintain the bonds in full force and effect during the term of the contract and any extension or renewal thereof, shall be a material breach of the contract and shall be considered cause for the Lottery to declare the Contractor in default under the contract. The Lottery's receipt of such bonds or other proof of coverage does not constitute approval of the bonds' coverage nor do the bonds relieve the Contractor from the faithful and honest performance of the contract or relieve the Contractor of any losses greater than the bond amount.

5.10 Force Majeure

A force majeure occurrence is an event or effect that cannot be reasonably anticipated, prevented or controlled and without the fault or negligence of the non-performing party. As herein used, force majeure may include, but is not limited to fire, explosion, Act of God, strike or labor disturbance, rationing, war, terrorism, act of any governmental authority or agency, civil disturbance, governmental interference, or any other cause which is beyond the control of the party affected, and which, by the exercise of reasonable diligence, said party is unable to prevent or to predict or through advance planning avoid. Except as otherwise provided herein, neither the Contractor(s) nor the Lottery shall be liable to the other for any delay in, or failure of performance of, any covenant contained herein nor shall any such delay or failure of performance constitute default hereunder, to the extent that such delay or failure is caused by force majeure. The existence of such causes of delay or failure shall extend the schedule for performance to such extent as may be necessary to complete performance in the exercise of reasonable diligence after the causes of delay or failure have been removed.

Any such delay in or failure of performance shall not in and of itself give rise to any liability for damages; however, the Lottery may elect to terminate the Contract for cause should its continuing operations, in its sole judgment, be materially threatened or harmed by reason of extended delay or failure of performance. During any such period, the Contractor(s) shall continue to be responsible for all costs and expenses related to alternative performance. The Contractor(s) shall not be relieved of its responsibility for any obligation

being performed by a subcontractor or supplier of services unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as described here. The party asserting force majeure must provide the other party with reasonable information substantiating the basis for such assertion.

5.11 Indemnification

The resulting contract will contain indemnification provisions. Contractor 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 Contractor or the Contractor's agent(s) or subcontractor(s), including but not limited to patent or copyright trademark or trade dress infringement claims. 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 Contractor is limited.

5.12 Consumer Price Index (CPI) Adjustment

The costs in this Agreement shall allow for an adjustment (increase or decrease) of the Contractor's price for any contract *extensions* that may be exercised by the Lottery. This Agreement will allow for an adjustment of the Contractor's price based on the percentage of the change in the National All Urban Consumer Price Index for the "all items" classification from October to October. The applicable increase for each renewal option period is equal to ____% of the CPI change. Refer to Attachment 4 - Cost Proposal Template for further details.

5.13 Reimbursable Expenses. None (Flat rate)

5.14 Exclusive and Non-Exclusive Rights

The resulting Contract will not be exclusive. The Lottery will reserve the right to contract with other Contractors for related services during the Contract term.

5.15 Taxes on Contractor

The Contractor(s) may be subject to certain taxes, including but not limited to sales tax, motor vehicle fuel tax, personal or corporate income tax or other taxes or assessments, and to licensing fees or other miscellaneous fees or charges which may be imposed by federal, state, or local law or ordinance. The Contractor(s) shall be solely responsible for paying any such taxes and shall promptly pay all such taxes, fees or charges when due. The Lottery is a tax-exempt entity and no payment will be made for any taxes levied on the Contractor(s) for any purpose. Such taxes must not be included in the Proposal prices.

5.16 Subcontracting

All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in the RFP.

The Contractor shall be required to obtain competitive pricing for any services to be performed over \$5,000. Contractor shall provide a summary report to the Lottery showing bid results before proceeding with the repairs/service.

The Contractor may utilize their own staff or subcontract with other vendors. Any subcontractor utilized to complete the services under the Contract must be an established company capable of providing the services. All subcontractors will be subject to auditing requirements as noted in Section 5.6.

ATTACHMENT 1 SCOPE OF SERVICES

BACKGROUND INFORMATION –

The Iowa Lottery moved to our current location in January of 2015. The property was originally built in 2008 for DeWaay Investments who vacated the building in approximately 2012. Between 2012 and 2014, the property was vacant but continued to be managed by a management firm. Some remodeling, mostly mechanical, was completed prior to the Lottery move. Since that time, Lottery staff have attended to the property management of the facility with contracts already in place for some services. Attachment 2 provides the division of responsibilities for each party and a list of services the Contractor will be required to provide.

GENERAL -

The Lottery is seeking the services of a Contractor (as an independent Contractor and not as an agent of the Lottery) that can provide sustainable workplace services and provide oversight for the following services or sub-contract directly for the items as noted on Attachment 2.

Facilities management services for the Lottery Building located at 13001 University Avenue, Clive, IA 50325. The Contractor shall provide all management, supervision, labor, materials and equipment for:

- ✓ Management, administration, accounting and reporting.
- ✓ Maintenance and operation of heating, ventilating and air conditioning (HVAC), Liebert cooling system, plumbing, electrical, and miscellaneous repairs, which shall mean repairs for anyone (1) or more incidents.
- ✓ General building, including miscellaneous repairs, which shall mean repairs for anyone (1) or more incidents.
- ✓ Contractor shall provide a summary report to the Lottery for all the repairs/service.

The Contractor shall be responsible for making payments to all subcontractors with the Lottery making one monthly payment to the Contractor made payable in arrears.

Facilities Maintenance-

Facilities maintenance shall include the positions necessary that will enable the Contractor to provide, on behalf of and at Lottery expense, all labor, materials and equipment for the overall facilities maintenance services of the property.

1. The Contractor will prepare and submit for Lottery approval, within 30 days of execution of contract, a finalized operating budget based upon the RFP proposal and will submit subsequent annual operating budgets at times and in formats agreeable to Lottery.
2. The Contractor will maintain current and accurate records and accounts of all transactions pertaining to the operation of the building, in accordance with generally accepted, applied in a consistent manner year to year.
3. The Contractor's management fee must include all indirect expenses for which the Contractor expects payment. The Lottery shall not pay any expenses, including, but not limited to, travel expenses other than fees clearly indicated in the successful Proposal.
4. The Contractor will develop and submit to Lottery, a summary of services completed.
5. The Contractor will assure that all licenses and permits required by code, statute or other legal authority are obtained, maintained and kept current at all times.
6. The Contractor will provide regular inspections of the premises.
7. The Contractor must ensure that the building management and accounting files are current and secure.
8. The Contractor must have standard programs for in-house training of personnel (or require same of subcontractors) in safety and environmental issues concerning the work place.
9. The Contractor must provide a five-year management plan within 180 days after award of Contract.
10. The successful Contractor shall provide status reports of a type and frequency reasonably required by Lottery.

GENERAL MAINTENANCE-

All fire, intrusion and building controls are monitored by PerMar Security Services with Lottery staff as the point of contact. Contractor should be capable of responding to emergency repair requests 24/7/365 if assistance is requested by Lottery.

BUILDING ELECTRICAL SYSTEMS-

For all electrical services beyond the routine change of ballasts, outlets, fixtures or bulbs, the Contractor shall be qualified licensed electricians.

HVAC OPERATION AND MAINTENANCE –

This section of HVAC operations and maintenance shall include all in-house and Contract personnel that operate and maintain the central HVAC system, associated equipment, and various pumps and motors.

1. The Contractor will utilize a preventative maintenance system for the property's equipment and systems. The system should be capable of scheduling preventative maintenance work and tracking work progress. The system should generate status reports that can be used for Lottery reports as may be requested as well as in-house job control. The preventative maintenance program must be capable of maintaining complete work record histories on all included equipment. The scheduled tasks must meet manufacturer's recommendations and/or industry standards.
2. Contractor must have predictive maintenance functions included in the preventative maintenance program. These functions must include but not be limited to oil, vibration, corrosion, and electrical analysis.
3. Contractor's program must adequately document and record, in addition to preventative maintenance, all unscheduled maintenance of each identified piece of equipment and/or system to maintain an adequate total maintenance history.
4. Contractor must ensure that all property library and drawing files are kept current and secure. Contractor will obtain or create all required documentation of building equipment and systems installation. Library files must include a complete building mechanical equipment inventory and sequence of operations.
5. Contractor must maintain the mechanical equipment and surrounding areas in clean condition.
6. The Contractor must provide comprehensive contract which covers preventive maintenance and repair of HVAC and building automation to ILA in one lump pricing.
7. The Contractor must be able to provide building automation software license, upgrades and backups.
8. The Contractor must be certified Schneider Electric, IA Series Product, distributor – "Must provide evidence in writing".

LIGHTING CONTROL SYSTEMS-

Contractor must have a general knowledge of the lighting systems noted on Attachment 2.

PLUMBING SYSTEMS –

Contractor must be knowledgeable with the items noted on Attachment 2.

BUILDING AUTOMATION SYSTEMS-

Contractor must be knowledgeable with building automation system monitoring and with logging reviews and alarm thresholds.

EXTERIOR MAINTENANCE-

Contractor must provide the services for exterior maintenance and life cycle information for the items noted on Attachment 2.

ATTACHMENT 2

Division of Responsibilities

Responsibilities to be included in the Facilities Maintenance Services

Administrative services –

- Provide a published schedule indicating recommended and anticipated service dates for preventive and recommended maintenance.
- Provide a published schedule indicating the “End of Life” recommended replacement of building system components.
- Annual review/updating of the published schedules noted above
- Documentation of expenditures versus actual spend, annual true-up documentation of budget versus spend.

General maintenance -

Capability of responding 24/7/365 for emergency repair requests

Building Electrical Systems

- Time Delay/RK1 Fuses
- Enclosed Heavy Duty Safety Switches
- Low Voltage Switches (600 V & below)
- Circuit Breakers
- Repair/replace ballasts and tubes

Building HVAC Systems and Liebert System

- Split System Air Conditioning Units
- Indoor Central Station Air Handling Units
- Louvers, Fire & Smoke Dampers, Exhaust Fan, & Electric Duct Heater
- Registers, Grilles, & Diffusers
- Electric Wall & Unit Heaters
- Variable Air Volume Units
- Blower Coil Air Handlers
- Liebert Cooling System

Building Lighting Control Systems

- LED Lighting Systems
- Fluorescent Lighting Systems
- Dual Technology Wall Switch Sensors

Plumbing Systems

- Sump Pumps
- Trench Drain
- Concrete Sand Trap
- Drains, Cleanouts & Carriers
- Plumbing Fixtures (to include faucet and stool/urinal low voltage sensors)
- Drinking Fountains
- Electric Water Heater & Circulating Pumps
- Radiant Floor Heating System in east and west wings
- Humidifiers and changing of 7 filters annually
- Pipe Labeling and Insulation
- Circulator Pumps
- Repair/service plumbing leaks and stools, drains

Building Automation Systems

- Monitoring and Logging Reviews
- Alarm Threshold Establishment

Responsibilities to be monitored by Lottery staff

Building Security Alarm Systems –

- motion sensors, burglar panel, card access, gates

Generator and transfer switch –

- routine maintenance service (oil/filter/coolant service – qtrly) and emergency services

Monument Sign –

- routine maintenance and lighting repairs

Elevator Service and Repair - *state master agreement*

General Repairs - (doors, walls, windows, locks, window shades, fireplace, etc.)

Appliance Repair and Replacement (ice maker, freezer/fridges)

Plumbing

Electrical

Life Safety inspections -

- annual agreement for fire alarm system which includes panel, smoke heads, pull stations; sprinkler system; fire extinguishers; backflow prevention devices; and fire suppression system in the server room

Responsibilities covered by Cross Easement Agreement

University Avenue Sign

Parking Lot & Sidewalk Lighting Repair and Replacement

Storm drain intake repairs

Items in red are services that could be added to a facilities maintenance agreement if desired.

**ATTACHMENT 3
CERTIFICATION LETTER**

5/5/2023

Terry Brown
Bid Coordinator
Iowa Lottery
13001 University Avenue
Clive, IA 50325

Re: RFP 23-03 - PROPOSAL CERTIFICATIONS

Dear Terry Brown:

I certify that the contents of the Proposal submitted on behalf of **[Name of Contractor]** (Contractor) in response to Iowa Lottery for BID 23-03 for Facilities Maintenance Services are true and accurate. I also certify that Contractor has not knowingly made any false statements in its Proposal.

Certification of Independence

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

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

Certification Regarding Debarment

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

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

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

7. Pursuant to *Iowa Code sections 423.2(10) and 423.5(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 Proposal in response to the (RFP), the Contractor certifies the following: (check the applicable box)

- ☐ Contractor is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 432*; or
- ☐ Contractor 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) and (43)*.

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

Sincerely,

(Name and Title)

ATTACHMENT 4 COST PROPOSAL TEMPLATE

1. Fees and Expenses

Budget Plan	Fee	Total Annual Cost
ADMINISTRATION		
Services Fee – per month	\$	\$
FACILITIES MAINTENANCE SERVICES		
Sustainable Workplace Services Cost	\$	\$

There will be no additional reimbursement for travel or other related expenses.

2. CPI Contract Options

The resulting contract shall allow for a price increase or decrease adjustment of the Contractor's price beginning with each of the contract extensions. Each contract extension will allow for an adjustment of the Contractor's price based on a percentage of the change in the National All Urban Consumer Price Index for the "all items" classification. The applicable percentage of the total change will be based upon the percentage quoted by the Contractor. Contractors are required to complete the CPI markup/markdown percent even if the future increase or decrease in price is to be zero (0) percent.

- For example, if the Contractor rate is to be \$100.00, the CPI increase is five (5) percent and the Contractor bids a fifty (50) percent markup, then the new rate will be \$102.50. If the Contractor bids one-hundred (100) percent markup, then the new rate will be \$105.00.
- The CPI is an annual rate determined by the U.S. Department of Labor. The change will be computed from October to October.
- The CPI markup percentage provided as part of the Cost Proposal would be applicable for all contract extensions. The Lottery will not accept CPI markup percentage proposals that vary by year and the Lottery will not allow a percentage greater than one-hundred (100) percent.

The percentage quoted will be applicable to the second year of the initial contract period and all option periods.

Proposed CPI Index Markup _____%

Authorized Signature

Contractor

Date

ATTACHMENT 5 REQUIREMENTS OF PROPOSAL

Proposal Format – Each Proposal must include sufficient data to allow the ILA to verify the total cost for the project and the Contractor's claims of meeting the RFP requirements. Each Proposal must respond to every request for information in the format described to be considered a Responsive Bid Proposal. The Contractor may include any additional information it believes is relevant.

Each Proposal must contain the following information, in the order as noted below:

Cover letter
Certification Letter, found as Attachment 3
Contractor General Information
Staffing Plan
References
Assumptions
W-9 form
Cost Proposal

Cover Letter

The cover letter must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the Contractor. The cover letter will provide a summary of the solution the Contractor plans to provide. The letter must also have the following:

- ✓ A statement regarding the Contractor's legal structure (e.g., an Iowa corporation) and principal place of business.
- ✓ The name, phone number, fax number, e-mail address, and mailing address of a contact person who has authority to answer questions regarding the Proposal.
- ✓ A statement that the Subcontractor will maintain any permits, licenses, and certifications required to perform work.
- ✓ A statement that the Contractor shall guarantee that all *Bid Proposal* terms, including price, will remain firm for a period of at least one-hundred twenty (120) days following the deadline for submitting *Bid Proposals*.
- ✓ A statement that the Contractor has not taken any exception to the Terms and Conditions.

Contractor General Information

The Contractor must include the following general background information as part of the *Bid Proposal*:

- ✓ Name, address and telephone number of the Contractor including all d/b/a's or assumed names or other operating names of the Contractor.
- ✓ Number of full-time persons employed by the Contractor.
- ✓ A list of all subcontractors, if any, and qualifications of any subcontractors who will be involved with this project.
- ✓ Information on the firm's background as well as evidence that it has in place the personnel, internal procedures and any other resources required for successful performance.
- ✓ Indicate if there has been a recent change in ownership? If so, was most of the old management retained?
- ✓ Document previous experience and expertise in providing similar services.

Staffing Plan

The Contractor must provide a staffing plan that identifies all key personnel required for a successful performance. The Contractor must include the following information for all staff that will be directly involved in providing the goods and/or services contemplated by this RFP.

- ✓ Full name
- ✓ Brief summary or bio of key individuals that will be working on this project.
- ✓ Provide an organizational chart indicating the number of key employees, full and part-time employees and other staff persons that would be assigned to a resulting contract.

References

The Contractor must include a minimum of three (3) references for organizations/clients for whom the Contractor has provided services that were similar in size, scope and nature. These references must relate to work that was completed or provided within the past five (5) years. Each reference must include a business name, contact person, phone number and email address if available. Contractor must provide dates of service and a general description of services.

Assumptions

The Contractor shall provide a comprehensive listing of any and all assumptions that were made in preparing the proposal. No assumptions shall be included regarding negotiation, terms and conditions, and requirements.

W-9 Form

The Contractor must complete and provide a Federal Form W-9, Request for Taxpayer Identification Number and Certification form.

Cost Proposal

This RFP includes a cost proposal template found as Attachment 4 and must be included as part of the Contractor's proposal.

ATTACHMENT #6

LOTTERY STANDARD TERMS AND CONDITIONS

(To be included with bid)