

**BID 23-00**  
**Corporate Apparel Services**

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

**1.0 Introduction and Background.** The purpose of this Bid is to solicit proposals from qualified Vendors interested in providing Corporate Apparel Services for the Iowa Lottery as described in the Scope of Services.

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

<i>Event</i>	<i>Dates</i>
Bid Issued	September 09, 2022
Bid Proposals Due	11:00 a.m., September 30, 2022
Bid Award	On or before September 30, 2022
Services to begin	October 2022

**3.0 Submittal Procedure.** One copy of the complete bid must be received at the Lottery office no later than **11:00 a.m. central time, September 30, 2022**. 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 Requests for Clarification or Inquiries.** Vendors with questions concerning the bid may contact the Bid Coordinator for clarification.

**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 50325-8225
Telephone	515-725-7877 Terry Brown
Facsimile Telephone	515-281-3182
E-mail address	<a href="mailto:tdbrown@ialottery.com">tdbrown@ialottery.com</a>

**6.0 Bid Conference.** A bid conference will not be held.

**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 Vendors who received the original Bid and posted to [www.ialottery.com](http://www.ialottery.com) under the "Vendor" tab.

**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, found as Appendix B, signed by an authorized individual or agent of the company.

**8.3** Bids will be opened at 11:00 a.m. 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. See, Iowa Code Section 72.3. 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 Vendor to assist in understanding or clarifying the terms of any bid. Such additional information may be considered by the Lottery in the evaluation of a bid so long as the information does not materially alter the content of the Vendor's bid. A Vendor will not be permitted to modify or amend its bid if contacted by the Lottery for this reason.

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

**8.6** All bids shall be firm for a period of sixty (60) 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.

**8.7** By submitting a bid, the Vendor agrees to the terms and conditions contained within this bid document and the terms and conditions of the Contract or negotiate terms that are acceptable to both parties.

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

**8.9** 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.

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

- Failure of Vendor to deliver the proposal by 11:00 a.m. on the due date.
- Failure to include the required submittal form(s) signed by an officer of the company submitting the proposal.

**8.11** 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 Vendors 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 Vendor is responsible for determining all factors necessary for submission of a comprehensive bid.

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

**8.13** 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. Vendors 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.

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

**9.0 Construction of BID 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. Vendors are responsible for ascertaining pertinent legal requirements and restrictions.

**10.0 Award Preferences.** By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 105.5(1)-(2), 105.12(4).

**11.0 Copyrights.** By submitting a bid proposal, the Vendor 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 Vendor 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 Vendor 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 Vendor may be treated as a public record by the Lottery unless the Vendor properly requests that the information be treated as confidential information at the time its bid(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 Vendor 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 Vendor 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 Vendor has marked as confidential, the Lottery will provide a written notice via fax and first class mail to the Vendor 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 Vendor'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 Vendor'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 Vendor may have had.

**13.6** The release of information by the Lottery to the public is subject to Iowa Code Chapter 22. Vendors 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. Vendors 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 Vendor agrees that it will not bring any claim or have any cause of action against the Lottery or the State of Iowa based on any misunderstanding concerning the information provided herein or concerning the Lottery's failure, negligent or otherwise, to provide the Vendor with pertinent information as intended by this bid. Additionally, each Vendor releases each source of information of all claims, whether known or unknown, which the Lottery received while evaluating the bid proposal. This information could include but is not limited to the Vendor's criminal history, credit data, products, services, personnel or subcontractors.

**16.0 News Release Prohibition.** Vendors 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 bid without the prior written approval of the Lottery.

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

The purpose of this bid is to solicit proposals from qualified Vendors interested in providing the experience and capabilities necessary to offer embroidered corporate apparel as may be requested by the Lottery. Any Vendor interested in submitting a bid Response must be capable of providing the experience and services as detailed below.

Background: The Lottery offers corporate apparel, both men's and ladies' styles with coordinating colors, to our employees for purchase on a spring/fall basis. The spring order would include light weight jackets and wind

shirts, polo shirts; the fall order would include polo shirts (short and long sleeve styles), long sleeve woven shirts, ladies ¾ length sleeve woven shirts and jackets. The awarded vendor will be required to meet with the Lottery team to present several samples of Cutter & Buck styles (or other brands as may be requested by Lottery) from the then current catalog. A Lottery team will select approximately 8 styles of garments which will then be offered by the Lottery to employees for ordering. The Lottery will require vendor to have a on-line website for all Lottery staff to go and order any garments they desire. The on-line site must be able to accept credit cards or debit cards for payment. On-line site must be able to have discount that the Iowa Lottery will in turn pay vendor for this special promo (Example \$10.00 discount on each item). On-line site must have taxes included. There may be occasion when the Lottery requests samples of various brands of garments to determine the quality, color and/or sizing. Vendor must be capable of providing these samples to the Lottery at no cost and the Lottery shall return the samples to the Vendor after review is completed.

**The following is the minimum requirements expected from a Vendor:**

- Vendor must be available and have product available for a meeting with Lottery team in Clive to show the current apparel each spring and fall.
- Vendor must provide current catalogs of products to the Lottery as they become available.
- Vendor must be capable of providing a wide range of brands, such as Cutter & Buck, GEAR, Red House, Port Authority, Sport Tek, etc., as may be requested by the Lottery.
- Vendor must be flexible in thread color changes for embroidery. The Lottery may request the logo be embroidered on garments using several thread colors within the same order, i.e. logo in white, black, navy, grey, tan, etc.
- Digitizing costs (if any) to be paid by Lottery with an initial order and not to be factored in to any per piece embroidery thereafter.
- Digitizing costs for Appendix A to be provided based on a 5,000 stitch count.
- All orders placed by the Lottery will have a minimum of 12 items. Embroidery cost must be noted on Appendix A. An average garment order ranges from approximately 48 pieces up to 108 pieces.
- Vendor must be willing to accept an order for a minimum of 12 items for embroidery with those 12 items being a mix of brands, styles and/or sizes. All items ordered may not be identical in style.
- Once an order is placed, Vendor must be able to deliver embroidered garments within 3 weeks of order being placed unless product is on backorder.
- Vendor must provide pricing for a selection of garments as noted on Appendix A.
- Vendor must be capable of providing poly bagging for individual items if requested by Lottery
- Vendor must be capable of changing or expanding services as may be requested by Lottery
- All shipping will be added to Vendor invoice.

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

**3.1 Contract Terms and Conditions.** The contract that the Lottery expects to award as a result of this bid will be based upon the bid proposals submitted by the Vendors to this solicitation. The Lottery reserves the right to either award a contract without further negotiation with the selected Vendor or to negotiate contract terms with the selected Vendor if the best interests of the Lottery would be served. The standard terms and conditions of Lottery contracts may be reviewed on the Iowa Lottery website at <https://www.ialottery.com/Pages/Vendors/VendorsMain.aspx> . The contract terms provided on the website are not intended to be a complete listing of all contract terms but are provided only to enable the Vendor to better evaluate the Vendor's costs associated with the bid and resulting contract.

In addition to the standard terms and conditions, the following special terms shall be a part of the resulting contract. Vendors should plan on the following special terms being included in any contract awarded as a result of this bid. All costs associated with complying with these requirements should be included in the prices quoted by the Vendor. The Lottery reserves the right to either award a contract(s) without further negotiation with the successful Vendor or to negotiate contract terms with the selected Contractor if the best interests of the Lottery would be served.

**3.2 Term of the Contract.** The term of the resulting contract will be from October 1, 2022 through June 30, 2023 plus five (5) one-year option periods being exercised at the sole discretion of the Lottery.

**3.3 Special Contract Terms.** In addition to the standard terms and conditions, the following special terms shall be a part of the resulting contract. Vendors should plan on the following special terms being included in any contract awarded as a result of this bid. All costs associated with complying with these requirements should be included in the prices quoted by the Vendor.

**Cost Adjustments.** The costs in this Agreement shall allow for an adjustment (increase or decrease) of the Vendor's price for any contract extensions that may be exercised by the Lottery.

**Insurance.** The Successful Vendor shall purchase and maintain insurance providing coverage for the claims set forth below which may arise out of or result from the Successful Vendor operations under the Contract, whether such operations be by the Successful Vendor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Dollar amounts defined below are minimums and the Successful Vendor must purchase and maintain this minimum insurance coverage. Statements of self-insurance to cover these obligations will be considered non-responsive.

- a. Property Insurance. Insurance on all buildings, fixtures and equipment provided or used in the production of product must be maintained in the amount of actual replacement cost thereof. This policy must insure personal property including contents and equipment against fire, flood, and all other insurable hazards.
- b. General Liability Insurance. Commercial General Liability and Property Damages Insurance with limits of not less than \$1,000,000 combined single limit for Bodily Injury and Property Damage per occurrence and \$1,000,000 Aggregate.
- d. Automobile Bodily Injury and Liability Insurance. Insurance with a combined single limit of not less than \$1,000,000.
- e. Workers' Compensation Insurance. To cover all of Successful Vendor employees during the term of the contract in accordance with Iowa statutes, or other applicable worker's compensation laws.

All insurances required by this section must be effective upon execution of the Contract and continue in full force and effect throughout the term of the Contract. The Lottery must receive thirty (30) days advance written notice of cancellation, termination, or failure to renew any policy.

**Certificates of Insurance.** Certificates of insurance must be furnished to the Lottery no later than thirty (30) days following Contract execution, with renewal certificates provided each year thereafter. The Lottery will be named as an additional insured on all Certificates of Insurance as allowable.

## **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 vendor 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. VENDOR RESPONSE**

The following documents and responses shall be included in the Vendor's BID in the order given below.

### **General Information:**

- 5.1** Name, address and telephone number of the Contractor including all d/b/a's or assumed names or other operating names of the Contractor.
- 5.2** Form of business entity, i.e., corporation, partnership, proprietorship, limited Liability Company.
- 5.3** State of incorporation, state of formation, or state of organization.
- 5.4** Vendor must state the name of any subcontractors who will be involved with this project, if any.
- 5.5** Vendor must provide an annual report or balance and income statement for the past one year period.
- 5.6** Vendor must state the number of years in business with providing this type of service.

### **Acknowledgements:**

- 5.7** Vendor must submit the completed Cost Proposal, found as Appendix A.
- 5.8** Vendor must complete Appendix B.
- 5.9** The Vendor shall review the terms and conditions stated for this bid which may be found on the Iowa Lottery website, refer to section 3.1. If the Vendor objects to any term or condition, the Vendor must specifically take exception to the applicable term or condition and state the reason for the exception. The Lottery reserves the right to either award a contract without further negotiation with the successful Vendor or to negotiate contract terms with the selected Vendor if the best interests of the Lottery would be served.



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

Address: \_\_\_\_\_  
\_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

E-mail address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

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

Federal ID # \_\_\_\_\_

## **Appendix B 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 Bid, 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 Bid, 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 Vendor 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 Vendor.
4. No attempt has been made or will be made to induce any other Vendor 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 Vendor 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 Bid and offered in the Bid Proposal.

Business Name:	
Authorized Signature:	
Printed Name:	
Title:	
Date:	