

## REQUEST FOR PROPOSAL

### RFP COVER SHEET

#### Administrative Information

<b>RFP Number</b>	RFP1418285056	<b>Title of RFP</b>	Joint Master Control Services		
<b>Agency</b>	Iowa Department of Administrative Services (DAS) on behalf of Iowa Public Television ("IPTV")				
<b>Number of years of the initial term of the contract</b>			1	<b>Number of possible annual extensions</b>	
			5		
<b>State Issuing Officer:</b> Kelli Sizenbach Phone: 515-725-2275 E-mail: kelli.sizenbach@iowa.gov					
<b>Mailing Address:</b> Iowa Department of Administrative Services Hoover State Office Building, Level 3 1305 East Walnut Street Des Moines, IA 50319-0105					
<b>PROCUREMENT TIMETABLE—Event or Action</b>				<b>Date/Time (Central Time)</b>	
State Posts Notice of RFP on TSB website				February 28, 2018	
State Issues RFP				March 2, 2018	
Pre-Proposal Conference Location and Address: 6450 Corporate Drive, Johnston, IA 50310 Is Pre-Proposal Conference mandatory? No If a map is needed, contact the Issuing Officer. Questions and answers from Pre-Proposal Conference sent to Respondents by:				March 9, 2018/5:30 P.M.   March 13, 2018	
RFP written questions, requests for clarification, and suggested changes from Respondents due				March 16, 2018	
Proposals Due				March 30, 2018/1:00 P.M.	
<b>Relevant Websites</b>					
Internet website where Addenda to this RFP will be posted <a href="http://bidopportunities.iowa.gov">http://bidopportunities.iowa.gov</a>  Internet website where contract terms and conditions are posted: <a href="https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf">https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf</a>					
Number of Copies of Proposals Required to be Submitted: 1 Original, 1 Digital, & 2 Copies					
<b>Firm Proposal Terms</b>					
The minimum number of days following the deadline for submitting Proposals that the Respondent guarantees all Proposal terms, including price, will remain firm is 120 Days.					

## SECTION 1 INTRODUCTION

### 1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the RFP cover sheet and further described in Sections 3.2 and 4 of this RFP to the Agency identified on the RFP cover sheet. The Agency intends to award a Contract(s) for the initial period identified on the RFP cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

### 1.2 Definitions

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

**“Agency” or “Department”** means the Iowa Department of Administrative Services.

**“Contract”** means the contract(s) entered into with the successful Contractor(s) as described in Section 6.1.

**“Contractor”** means the awarded business/person to provide the contractual services agreed upon.

**“General Terms and Conditions”** shall mean the General Terms and Conditions for Services Contracts as referenced on the RFP cover page.

**“Materially Unbalanced Response”** means a response in which line item prices are structured so that it is possible that the Respondent who appears to be low will not end up having the lowest overall cost to the State, due to high prices on particular line items.

**“Proposal”** means the Respondent’s proposal submitted in response to the RFP.

**“Respondent”** means the company, organization or other business entity submitting a proposal in response to this RFP.

**“Responsible Respondent”** means a Respondent that has the capability in all material respects to perform the scope of work and specifications of the Contract. In determining whether a Respondent is a Responsible Respondent, the Agency may consider various factors including, but not limited to, the Respondent’s competence and qualifications to provide the goods or services requested, the Respondent’s integrity and reliability, the past performance of the Respondent and the best interest of the Agency and the State.

**“Responsive Proposal”** means a Proposal that complies with the material provisions of this RFP.

**“RFP”** means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.

**“State”** means the State of Iowa, the Agency, and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

### 1.3 Overview of the RFP Process

This RFP is designed to provide Respondents with the information and requirements for the preparation of competitive Proposals. The RFP process is for the Agency's benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Respondent is responsible for determining, gathering, investigating and evaluating all facts, data, information and other factors necessary for submission of a comprehensive Proposal.

**Respondent should review Attachment 3, Form 22 Request for Confidentiality, for more information if its Proposal contains confidential information. Any Proposal marked "Confidential" or "Proprietary" on every page may be disqualified.**

Respondents will be required to submit their Proposals in hardcopy and on digital media (i.e. CD, USB drive, etc.). It is the Agency's intention to evaluate Proposals from all Respondents that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 5, Evaluation and Selection.

### 1.4 Objectives

Iowa Public Television's objectives are:

- Reduce capital expenditures.
- Streamline IPTV Master Control operations.
- Retain maximum flexibility for broadcast of IPTV's live programming and pre-recorded weekly series.
- Preserve the highest quality broadcast experience for our Viewers.

### 1.5 Background

Iowa Public Television ("IPTV") is a Public Broadcasting Station ("PBS") Member Station and an agency of the State of Iowa. Roughly two (2) million people a month watch IPTV's statewide, over-the-air broadcasts. IPTV currently broadcasts four (4) program audio/video program streams and one audio only reading for the blind stream. The four A/V streams include the primary, HD channel (.1) and three (3) sub-channels: the new PBS Kids channel, broadcast in 720p (.2); WORLD, broadcast in SD 16:9 Widescreen (.3); and CREATE, also broadcast in SD 16:9 Widescreen (.4). IPTV prides itself on broadcasting 650-750 hours of local programming each year, ~100 hours of which is live. IPTV localizes every break on its .1 channel, and many of the breaks on its sub-channels. IPTV sources its programming from PBS, PBS Plus, APT, NETA, EPS, and various other national distributors and regional and local content makers, many of which provide masters on tape or file drive rather than via satellite feed or FTP. IPTV uses Avid and Telestream's Vantage system to process files for its Omneon server, Sundance for automation, Spectra Logic and Masstech to manage its digital media assets. The audio only stream is a pass through service with no IPTV localization of the content.

IPTV is considering replacing its independently operated Master Control, an outdated and soon to be unsupported automation system, with a joint master control service provided by a third party. Its transition to a joint master control service will take into consideration not just the financial implications, but also potential qualitative changes in its broadcast and the flexibility of its current workflow, especially for live broadcasts of its local programming.

<b>SECTION 2      ADMINISTRATIVE INFORMATION</b>
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**2.1      Issuing Officer**

The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Contract is issued.

**2.2      Restriction on Communication**

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Respondents may contact only the Issuing Officer. The Issuing Officer 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. Oral questions related to the interpretation of this RFP will not be accepted. Respondents may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Respondents may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

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

**2.3      Downloading the RFP from the Internet**

The RFP and any addenda to the RFP will be posted at <http://bidopportunities.iowa.gov/>. The Respondent is advised to check the website periodically for addenda to this RFP, particularly if the Respondent downloaded the RFP from the Internet as the Respondent may not automatically receive addenda. It is the Respondent's sole responsibility to check daily for addenda to posted documents.

**2.4      Procurement Timetable**

The dates provided in the procurement timetable on the RFP cover sheet are provided for informational and planning purposes. The Agency reserves the right to change the dates. If the Agency changes any of the deadlines for Respondent submissions, the Agency will issue an addendum to the RFP.

**2.5      Questions, Requests for Clarification, and Suggested Changes**

Respondents are invited to submit written questions and requests for clarifications regarding the RFP. Respondents may also submit suggestions for changes to the specifications of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer on or before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Respondent shall reference the page and section number(s). The Agency will post written responses to questions, requests for clarifications, or suggestions received from Respondents. The Agency's written responses will become an addendum to the RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an addendum to the RFP.

The Agency assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP through an addendum.

## **2.6 Pre-Proposal Conference**

If the RFP cover sheet indicates a pre-proposal conference will be held in conjunction with this RFP, it will be held at the date, time, and location listed on the RFP cover sheet. The purpose of the pre-proposal conference is to discuss with prospective Respondents the work to be performed and allow prospective Respondents an opportunity to ask questions regarding the RFP. Oral discussions at the pre-proposal conference shall not be considered part of the RFP unless confirmed in writing by the Agency and incorporated into this RFP. The conference may be recorded. Questions asked at the conference that cannot be adequately answered during the conference may be deferred. A copy of the questions and answers will be posted in the form of an addendum at: <http://bidopportunities.iowa.gov/>.

## **2.7 Amendment to the RFP**

The Agency reserves the right to amend the RFP at any time using an addendum. The Respondent shall acknowledge receipt of all addenda in its Proposal. If the Agency issues an addendum after the due date for receipt of Proposals, the Agency may, in its sole discretion, allow Respondents to amend their Proposals in response to the addendum.

## **2.8 Amendment and Withdrawal of Proposal**

The Respondent may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The amendment must be in writing, signed by the Respondent and received by the time set for the receipt of Proposals. Electronic mail and faxed amendments will not be accepted. Respondents must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

## **2.9 Submission of Proposals**

The Agency must receive the Proposal at the Issuing Officer's address identified on the RFP cover sheet before the "Proposals Due" date and time listed on the RFP cover sheet. **This is a mandatory specification and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and returned unopened to the Respondent.** Respondents sending Proposals must allow ample mail delivery time to ensure timely receipt of their Proposals. It is the Respondent's responsibility to ensure that the Proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Proposal. Electronic mail and faxed Proposals will not be accepted.

Respondents must furnish all information necessary to enable the Agency to evaluate the Proposal. Oral information provided by the Respondent will not be considered part of the Respondent's Proposal unless it is reduced to writing.

## **2.10 Proposal Opening**

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Agency has issued a Notice of Intent to Award a Contract. *See Iowa Code Section 72.3.* However, the names of Respondents who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Respondents who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

**2.11 Costs of Preparing the Proposal**

The costs of preparation and delivery of the Proposal are solely the responsibility of the Respondent.

**2.12 No Commitment to Contract**

The Agency reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by the Agency to award a Contract.

**2.13 Rejection of Proposals**

The Agency may reject outright and not evaluate a Proposal for reasons including, without limitation:

**2.13.1** The Respondent fails to deliver the Cost Proposal in a separate envelope.

**2.13.2** The Respondent acknowledges that a mandatory specification of the RFP cannot be met.

**2.13.3** The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with any of the mandatory specifications of the RFP.

**2.13.4** The Respondent's Proposal limits the rights of the Agency.

**2.13.5** The Respondent fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Sections 3.2 and 4 of the RFP.

**2.13.6** The Respondent fails to timely respond to the Agency's request for information, documents, or references.

**2.13.7** The Respondent fails to include proposal security, if required.

**2.13.8** The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3.2 of this RFP.

**2.13.9** The Respondent presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.

**2.13.10** The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.

**2.13.11** The Respondent provides misleading or inaccurate responses.

**2.13.12** The Respondent's Proposal is materially unbalanced.

**2.13.13** There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the Respondent is a Responsible Respondent.

**2.13.14** The Respondent alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.

**2.14 Nonmaterial Variances**

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to, minor failures to comply that: do not affect overall responsiveness, are merely a matter of form or format, do not change the relative standing or otherwise prejudice other Respondents, do not change the meaning or scope of the RFP, or do not reflect a material change in the specifications of the RFP. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP specifications or excuse the Respondent from full compliance with RFP specifications or other Contract specifications if the Respondent is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

**2.15 Reference Checks**

The Agency reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal and to discuss the Respondent's qualifications and the qualifications of any subcontractor identified in the Proposal.

**2.16 Information from Other Sources**

The Agency reserves the right to obtain and consider information from other sources concerning a Respondent, such as the Respondent's capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the Respondent's financial stability, past or pending litigation, and other publicly available information.

**2.17 Verification of Proposal Contents**

The content of a Proposal submitted by a Respondent is subject to verification. If the Agency determines in its sole discretion that the content is in any way misleading or inaccurate, the Agency may reject the Proposal.

**2.18 Proposal Clarification Process**

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

**2.19 Disposition of Proposals**

All Proposals become the property of the State and shall not be returned to the Respondent. Once the Agency issues a Notice of Intent to Award the Contract, the contents of all Proposals will be public records and be available for inspection by interested parties, except for information for which Respondent properly requests confidential treatment according to exceptions provided in *Iowa Code Chapter 22* or other applicable law.

**2.20 Public Records and Requests for Confidential Treatment**

The Agency's release of public records is governed by Iowa Code chapter 22. Respondents are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Respondent as non-confidential records unless Respondent requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

**2.21 Form 22 Request for Confidentiality**

***FORM 22 MUST BE COMPLETED AND INCLUDED WITH RESPONDENT'S PROPOSAL. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL BEING CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.***

**2.22 Copyright Permission**

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

**2.23 Release of Claims**

By submitting a Proposal, the Respondent agrees that it will not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided in the RFP or concerning the Agency's failure, negligent or otherwise, to provide the Respondent with pertinent information in this RFP.

**2.24 Respondent Presentations**

Respondents may be required to make a presentation. The determination as to need for presentations, and the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Respondent to illustrate the Respondent's Proposal. The presentation shall not materially change the information contained in the Proposal.

**2.25 Evaluation of Proposals Submitted**

Proposals that are timely submitted and are not rejected will be reviewed in accordance with Section 5 of the RFP. The Agency will not necessarily award a Contract resulting from this RFP to the Respondent offering the lowest cost. Instead, the Agency will award the Contract(s) to the



Responsible Respondent(s) whose Responsive Proposal the agency believes will provide the best value to the Agency and the State.

**2.26 Award Notice and Acceptance Period**

Notice of Intent to Award the Contract(s) will be sent to all Respondents submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by Agency. If the successful Respondent fails to negotiate and deliver an executed Contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Respondent the Agency believes will provide the best value to the State.

**2.27 No Contract Rights until Execution**

No Respondent shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Contractor and the Agency.

**2.28 Choice of Law and Forum**

This RFP and the Contract shall be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Respondents 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.

**2.29 Preference**

Preference will be given to products and provisions grown and coal produced within the state of Iowa, and to American-made products and American-based businesses. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses, and in favor of American-made products and American-based businesses, per 11 IAC 117.6(1)-(4), 117.13(4).

**2.30 Restrictions on Gifts and Activities**

*Iowa Code Chapter 68B* restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Respondents are responsible to determine the applicability of this Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to *Iowa Code section 722.1*, it is a felony offense to bribe or attempt to bribe a public official.

**2.31 No Minimum Guaranteed**

The Agency does not guarantee any minimum level of purchases under the Contract.

**2.32 Appeals**

A Respondent whose Proposal has been timely filed and who is aggrieved by the Notice of Intent to Award of the Department may appeal the decision by filing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the Issuing Officer. The notice must be filed within five (5) days of the date of the Notice of Intent to Award issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.2064. The

notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the Notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Respondent.

<b>SECTION 3      FORM AND CONTENT OF PROPOSALS</b>
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**3.1 Instructions**

These instructions describe and define the format and content of the Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the Proposal format may result in the rejection of the Proposal.

- 3.1.1** The Proposal shall be typewritten on 8.5" x 11" paper and sent in sealed envelope. The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such and placed in separate sealed envelopes. The envelopes shall be labeled with the following information:

**RFP Number: RFP1418285056**  
**RFP Title: Joint Master Control Services**  
**Kelli Sizenbach**  
**Iowa Department of Administrative Services**  
**Hoover State Office Building, Level 3**  
**1305 East Walnut Street**  
**Des Moines, IA 50319-0105**

The Agency shall not be responsible for misdirected packages or premature opening of Proposals if a Proposal is not properly labeled.

- 3.1.2** 1 Original, 1 Digital, & 2 Copies of the Technical Proposal shall be timely submitted to the Issuing Officer in a sealed envelope. The Cost Proposal shall be submitted in a separate sealed envelope.

Technical Proposal Envelope Contents  
Original Technical Proposal and any copies  
Public Copy (if submitted)  
Technical Proposal on digital media  
Electronic Public Copy on same digital  
media (if submitted)

Cost Proposal Envelope Contents  
Original Cost Proposal  
Cost Proposal on digital media

- 3.1.3** If the Respondent designates any information in its Proposal as confidential pursuant to Section 2, the Respondent must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked "Public Copy".
- 3.1.4** Proposals shall not contain promotional or display materials.
- 3.1.5** Attachments shall be referenced in the Proposal.
- 3.1.6** If a Respondent proposes more than one solution to the RFP specifications, each shall be labeled and submitted in a separate Proposal and each will be evaluated separately.

### **3.2 Technical Proposal**

All information provided in the Technical Proposal is subject to consideration for consideration, evaluation, and scoring. The following documents and responses shall be included in the Technical Proposal in the order given below:

#### **Exhibit 1 - Transmittal Letter (Required)**

An individual authorized to legally bind the Respondent shall sign the transmittal letter. The letter shall include the Respondent's mailing address, electronic mail address, fax number, and telephone number.

#### **Exhibit 2 - Executive Summary**

The Respondent shall prepare an executive summary and overview of the goods and/or services it is offering, including all of the following information:

- Statements that demonstrate that the Respondent has read and understands the terms and conditions of the RFP including the Contract provisions in Section 6.
- An overview of the Respondent's plans for complying with the specifications of this RFP.
- Any other summary information the Respondent deems to be pertinent.

#### **Exhibit 3 - Firm Proposal Terms**

The Respondent shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm 120 days following the deadline for submitting Proposals.

#### **Exhibit 4 - Respondent Background Information**

The Respondent shall provide the following general background information:

- Does your state have a preference for instate Contractors? Yes or No. If yes, please include the details of the preference.
- Name, address, telephone number, fax number and e-mail address of the Respondent including all d/b/a's or assumed names or other operating names of the Respondent and any local addresses and phone numbers.
- Form of business entity, e.g., corporation, partnership, proprietorship, or LLC.
- Copy of W-9.
- State of incorporation, state of formation, or state of organization.
- The location(s) including address and telephone numbers of the offices and other facilities that relate to the Respondent's performance under the terms of this RFP.
- Number of employees.
- Type of business.
- Name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.
- Name, contact information and qualifications of any subcontractors who will be involved with this project the Respondent proposes to use and the nature of the goods and/or services the subcontractor would perform.
- Respondent's accounting firm.

- Awarded Contractor will be required to register to do business in Iowa before payments can be made.
- For Respondent registration documents, go to:  
<https://das.iowa.gov/procurement/vendors/how-do-business>

#### **Exhibit 5 - Experience**

The Respondent must provide the following information regarding its experience:

- Number of years in business.
- Number of years of experience with providing the types of services sought by the RFP.
- The level of technical experience in providing the types of services sought by the RFP.
- A list of all goods and/or services similar to those sought by this RFP that the Respondent has provided to other businesses or governmental entities.
- Letters of reference from three (3) previous or current customers or clients knowledgeable of the Respondent's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

#### **Exhibit 6 - Financial Information**

The Respondent must provide the following financial information:

- One of the following for the last three years:
  - 1). Audited financial statements
  - 2). Profit & loss statements
  - 3). Dun & Bradstreet Reports
  - 4). Tax returns
- A minimum of three (3) financial references.

#### **Exhibit 7 - Termination, Litigation, and Debarment**

The Respondent must provide the following information for the past five (5) years:

- Has the Respondent had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
- Describe any damages or penalties assessed against or dispute resolution settlements entered into by Respondent under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.
- Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Respondent to engage in any business, practice or activity.
- A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Respondent or its officers have been a party.
- Any irregularities discovered in any of the accounts maintained by the Respondent on behalf of others. Describe the circumstances and disposition of the irregularities. Failure to disclose these matters may result in rejection of the Proposal or termination of any subsequent Contract. The above disclosures are a continuing requirement of the Respondent. Respondent shall provide written notification to the Agency of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Contractor, following execution of the Contract.

**Exhibit 8 - Criminal History and Background Investigation**

The Respondent hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Respondent, its officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract.

**Exhibit 9 - Acceptance of Terms and Conditions**

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision. If Respondent's exceptions or responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

**Exhibit 10 - Certification Letter**

The Respondent shall sign and submit with the Proposal, the document included as Attachment #1 (Certification Letter) in which the Respondent shall make the certifications included in Attachment #1.

**Exhibit 11 - Authorization to Release Information**

The Respondent shall sign and submit with the Proposal the document included as Attachment #2 (Authorization to Release Information Letter) in which the Respondent authorizes the release of information to the Agency.

**Exhibit 12 – Mandatory Specifications**

The Respondent shall answer whether or not it will comply with each specification in Section 4 of the RFP. Where the context requires more than a yes or no answer or the specific specifications so indicates, Respondent shall explain how it will comply with the specification. Merely repeating the Section 4 specifications may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the specifications of the RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

**Exhibit 13 – Broadcast Workflow**

- Describe the respondent's ability to provide a "lights out" Master Control option, i.e., a fully-automated Master Control that relies solely on Respondent-provided equipment and software and does not require manual operation by IPTV staff.
- Describe the Respondent's ability to provide a dedicated connection up to the point of demarcation at the IPTV Headquarters.
- Describe the Respondent's ability to provide an automatic transition to a secondary or back-up connection in the event there are non-disaster-related service interruptions on the primary connection.

- Describe the Respondent's disaster recovery system. How long will the system broadcast content unique to each of IPTV's channels?
- Describe the ability for IPTV to pull national content from Respondent's service for local use.
- Describe Respondent's ability to broadcast a local program completed by IPTV within 3-4 hours of its scheduled air time.
- Describe the readiness of Respondent's service to interface with the PBS Interconnection sIX system.
- Describe how Respondent's service will allow the IPTV to retain its existing media IDs for local and national content in ProTrack, regardless of whether or not Respondent requires the use of its own unique media ID system and/or PBS P-numbers.
- Describe Respondent's ability to provide 5.1 audio on all SD and HD channels with synthesized surround sound when source audio is stereo.
- Describe the Master File Format utilized by Respondent. Can this be exported directly from Avid without relying on a transcoding device?
- Describe any daily quality control and monitoring processes provided by Respondent. Include availability for IPTV to correct or resubmit items.
- Describe Respondent's ability to either generate FCC required reports or provide the means by which IPTV can generate reports required by the FCC.

#### **Exhibit 14 – Equipment and Software**

- Describe the equipment and software which will be utilized to broadcast programming.
- Describe how programs can be broadcast according to IPTV-provided logs on all channels, 24/7/365, with little-to-no oversight or intervention by IPTV personnel.
- Describe the ability of the equipment and software to allow EAS, Weather and Amber alerts, as well as "text to speech" from any text crawl to IPTV's SAP audio channel, as required by FCC.
- Describe the equipment and software needed for the Respondent's proposed disaster recovery system. Does the Respondent provide all of the equipment and software?
- Describe the equipment and software necessary for the Respondent's proposed broadcast database management system merger. Does the Respondent provide all of the equipment and software?
- Describe the equipment and software necessary to record live-to-tape local content directly to the Respondent's service. Does the respondent provide all of the equipment and software?
- Describe equipment/software that can be utilized by IPTV personnel as a manually-operated playout device during live broadcasts, where adjustments to playlists are made frequently and/or last-minute superimposed spots are required.

#### **Exhibit 15 – Implementation Plan**

- Describe recommended implementation strategy including on-site coordination and support services, best practice consulting options and professional services.
- Identify any third parties involved in Respondent's implementation strategy and describe these relationships.
- Describe the skills and time required by State of Iowa personnel for initial installation and implementation of the proposed system.

- Describe installation requirements and settings, including firewall setting, VPN configurations and changes to IPTV hardware required to interface with IPTV's local systems and Respondent's system.
- Provide an estimate of State of Iowa staff time required to complete the installation, complete training, and run parallel operations.
- Describe the documentation provided with the product/services along with applicable costs for any additional documentation.
- Please describe Respondent's experience with installations similar in size. Please provide an implementation schedule, based on weekly milestones (not dates).
- Describe the number of stations Respondent can on-board simultaneously.

#### **Exhibit 16 – Customer Service**

- Describe the Respondent's philosophy as it relates to the client relationship.
- Describe the Respondent's communication plan. Include request tracking and status changes notification.
- Does the Respondent have any staff requirements as it relates to timeliness in responding to client requests/questions?
- Describe the availability and response times to customer issues after typical business hours, i.e. Monday through Friday 8:00 A.M. to 5:00 P.M CT.
- Describe personnel available to monitor stations and streams at any given time.
- What location/office will serve as the respondent's primary office for the IPTV?
- Describe the process Respondent employs when a client is dissatisfied with the service it has been provided.

#### **Exhibit 17 – Scalability**

- Describe how Respondent's service will expand in the next 5-10 years.
- Describe Respondent's ability to upgrade an SD stream to an HD stream.
- Describe Respondent's ability to add an additional HD stream.
- Describe Respondent's plan to support higher quality streams, such as 4K, UHD, and 1080p with high dynamic range and wide color gamut.
- Describe Respondent's current stream capacity and how it will increase with the demand for service in the next 5 to 10 years.

#### **Exhibit 18 – Optional Features – Include costs for these items in the Cost Proposal**

- Provide information on the following optional, non-mandatory features:
  - Transmitter monitoring service. Is it compatible with Burk ARC-16s?
  - Traffic service option.
  - Programming service option.
  - Live Captioning service option.
  - Digital Archiving service option.
- Provide detailed information for any additional optional items that may be available now or in the future.



**Exhibit 19 - Warranty**

Provide warranty documentation for your proposed solution. Describe your replacement parts program, costs, and turnaround time.

**Exhibit 20 - Addendums**

Provide signed copy of posted RFP addendums.

**Exhibit 21 – Performance-Based Criteria**

Performance-based measures are required to be included in any State contract pursuant with Iowa Code section 8.47 (1).

- Describe any performance-based incentives and disincentives that the Respondent would propose including in the resulting Contract.
- What standards have you set for Respondent's account representatives? How are they measured?
- Are the results shared with the representatives and Respondent's clients?
- What results are shared and how often?

**3.3 Cost Proposal**

The Respondent shall provide its Cost Proposal for the proposed goods and/or services in a separately sealed envelope. All prices are quoted pursuant to the terms and conditions of this RFP. Respondent's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices) for the proposed services. All pricing to be FOB Destination, freight cost, and all expenses included; and based on Net 60 Days Payment Terms. Cost Proposals must include the following:

- Provide all one-time and recurring costs for system. Recurring costs are to be for a 6-year period to cover initial term and possible extensions to Contract.
- Equipment costs.
- Any other costs associated with proposed system.
- Pricing for optional items.

**3.3.1 Payment Methods**

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract. Payments may be made by any of the following methods: EFT/ACH or State Warrant. Respondents shall indicate in their Cost Proposals all of the payment methods they will accept. **This information will not be scored as part of the Cost Proposal or evaluated as part the Technical Proposal.**

**3.3.1.1 Electronic Funds Transfer (EFT) by Automated Clearing House (ACH)**

Respondents shall provide a statement regarding their ability to accept payment by EFT by ACH. Payments are deposited into the financial institution of the Contractor's choice three working days from the issue date of the direct deposit. [https://das.iowa.gov/sites/default/files/acct\\_sae/man\\_for\\_ref/forms/eft\\_authorization\\_form.pdf](https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_authorization_form.pdf)

**3.3.1.2 State Warrant**

The State of Iowa's warrant drawn on the Treasurer of State is used to pay claims against the departments of the State of Iowa. The warrant is issued upon receipt of proper documentation from the issuing department.

**3.3.2 Payment Terms**

Per Iowa Code Section 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Vendor/Respondent. The State can agree to pay in less than sixty (60) days if an incentive for earlier payment is offered.

**3.3.3 Respondent Discounts**

Respondents shall state in their Cost Proposals whether they offer any payment discounts, including but not limited to:

**3.3.3.1 Cash Discount**

The State may consider cash discounts when scoring Cost Proposals.

<b>SECTION 4      MANDATORY SPECIFICATIONS</b>
--

**4.1 Overview**

The successful Contractor shall provide the goods and/or services to the State in accordance with the specifications and technical specifications as provided in this Section and in Section 3.2. The Respondent shall address each mandatory specification in this Section and indicate whether or not it will comply with the mandatory specification. If the context requires more than a yes or no answer or the section specifically indicates, Respondent shall explain how it will comply with the specification. Proposals must address each specification. Merely repeating the specifications may be considered non-responsive and may disqualify the Respondent. Proposals must identify any deviations from the specifications of this RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification (s) of this section, the Agency may reject the Proposal.

All items listed in this section are Mandatory Specifications. Respondents must indicate either **“yes”** or **“no”** to each specification in their Proposals and provide an explanation as to how the specification is met. By indicating “yes” a Respondent agrees that it shall comply with that specification throughout the full term of the Contract, if the Respondent is successful. In addition, if specified by the specifications or if the context otherwise requires, the Respondent shall provide references and/or supportive materials to verify the Respondent’s compliance with the specification. The Agency shall have the right to determine whether the supportive information and materials submitted by the Respondent demonstrate that the Respondent will be able to comply with the Mandatory Specifications. If the Agency determines the responses and supportive materials do not demonstrate the Supplier will be able to comply with the Mandatory Specifications, the Agency may reject the Proposal.

**4.2 Respondent must provide:**

- 4.2.1** Ability to provide a minimum of one (1) 1080i stream, one (1) 720p stream, two (2) 16:9 widescreen SD streams and one (1) audio-only Reading for the Blind service stream.
- 4.2.2** Demonstrated three (3) years of experience providing JMC services and have at least one (1) PBS Member Station that produces live programming as a client
- 4.2.3** A workflow which is compatible with Myers ProTrack Broadcast Management System.

**4.3 Implementation**

Upon award of a Contract for services the Agency shall negotiate an implementation schedule with the successful Respondent.

**4.4 Installation**

Installation of any equipment and/or software shall be the Respondent’s responsibility and expense, as will be the removal of such equipment and/or software upon completion of the contract or cancellation of the contract. The Contractor shall be responsible for all Contractor-owned equipment. The risk of loss and/or damage to Contractor-owned equipment and/or software shall be fully assumed by the Contractor at all times pertinent to the contract.

#### **4.5 Post Delivery Documentation**

Contractor must provide the following documentation upon completion of installation:

- Electronic Schematics – Current and accurate set of electronic schematics and system interface documentation.
- Drawings and Documentation – Current and accurate mechanical and optical drawings. The schematics must be consistent and coherent in the use of symbols and abbreviations. The documentation must include descriptions of the system and sub-assemblies rather than simple wiring diagrams. These drawings shall include detailed schematics.
- Operator Instructions - Written operator instructions for the operation of the system, all sub-unit assemblies, and software routines.
- Service Manuals - Current and accurate service manuals must be provided with the system.

#### **4.6 Warranty**

Minimum warranty on system must include hardware and must cover the full term of the Contract, including all possible renewals.

#### **4.7 Maintenance and Support Services**

**4.7.1** Contractor must perform scheduled and on-call operational maintenance to the system.

**4.7.2** Contractor must provide preventative maintenance and inspection on a bi-annual basis.

**4.7.3** Contractor must provide same-day response time on system issues and outages.

#### **4.8 Training**

Contractor must provide general user training and administrator training.

<b>SECTION 5      EVALUATION AND SELECTION</b>
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**5.1      Introduction**

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest value to the State. Agency will not necessarily award the Contract to the Respondent offering the lowest cost to the Agency. Instead, the Agency will award to the Respondent whose Responsive Proposal the Agency believes will provide the best value to the State.

**5.2      Evaluation Committee**

The Agency will use an evaluation committee to conduct a comprehensive, fair, and impartial evaluation of Technical Proposals received in response to this RFP. The evaluation committee will recommend an award based on the results of their evaluation to the Agency or to such other person or entity that must approve the recommendation.

**5.3      Technical Proposal Evaluation and Scoring**

All Technical Proposals will be evaluated to determine if they comply with the Mandatory Specifications. The evaluation committee will fully evaluate and score all Responsive Proposals submitted by Responsible Respondents in accordance with this Section. In addition to other RFP requirements, to be deemed a Responsive Proposal, the Technical Proposal must:

- Answer “Yes” to all parts of Section 4 and include supportive materials as required to demonstrate the Respondent will be able to comply with the Mandatory Specifications in that section and
- Obtain the minimum score for the Technical Proposal. If a Technical Proposal does not meet the minimum score, it will be rejected and the Respondent’s Cost Proposal will not be evaluated.

An addendum identifying the points assigned to the scoring criteria and identifying the minimum score for the Technical Proposal will be posted prior to the RFP due date and time.

**5.4      Cost Proposal Scoring**

After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored.

The Cost Proposal for each Respondent that meets the minimum score for Technical Proposals will be evaluated in comparison with the other Cost Proposals received; the number of Cost Proposal points possible will be proportional to each Respondent’s technical evaluation score as follows:

The Technical Proposal evaluation points received (numerator) is divided by the technical evaluation points possible (denominator) and multiplied by the maximum number of points available in the Cost Proposal evaluation. The resulting number will be the total points possible for the Respondent in the Cost Proposal evaluation.

Cost Proposal Points Possible for Respondent =  
$$\frac{\text{Technical Evaluation Points Received}}{\text{Technical Evaluation Points Possible}} \times \text{Maximum Points in Cost Proposal Evaluation}$$

The lowest Cost Proposal (numerator) is divided by the Cost Proposal being evaluated (denominator) and multiplied by the Cost Proposal points possible for the Respondent. This provides the Cost Proposal evaluation points awarded.

Cost Evaluation Points Awarded =  
$$\frac{\text{Lowest Cost Proposal Received}}{\text{Cost Proposal Being Evaluated}} \times \text{Cost Proposal Points Possible for Respondent}$$

For example, suppose there are 10 maximum points in the cost evaluation. A Respondent that receives 100% of the points possible in the Technical Proposal evaluation has the opportunity to earn 100% of the points possible in the Cost Proposal evaluation (e.g., 10 points). If the Cost Proposal is the lowest cost, the full 10 points will be awarded.

However, a Respondent that receives only 50% of the points possible in the Technical Proposal evaluation has the opportunity to earn only 50% of the points possible in the Cost Proposal evaluation (e.g., 5 points). If the Cost Proposal is the lowest cost, only 5 points are awarded, compared to the 10 points that could have been awarded if the Respondent had received the highest Technical Proposal evaluation score.

## SECTION 6 CONTRACTUAL TERMS AND CONDITIONS

### 6.1 Contract Terms and Conditions

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made by the Agency to the RFP through an amendment to the RFP in accordance with the provisions of the RFP, the General Terms and Conditions referenced on the cover sheet, the offer of the successful Respondent contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Respondent to the provisions or terms and conditions of the RFP or the General Terms and Conditions shall be incorporated into the Contract unless Agency has explicitly accepted the Respondent's objection or amendment in writing.

The General Terms and Conditions will be incorporated into the Contract. The General Terms and Conditions may be supplemented at the time of Contract execution and are provided to enable Respondents to better evaluate the costs associated with the RFP specifications and the Contract. The Respondent shall include all costs associated with complying with these specifications should be included in any pricing quoted by the Respondent.

**By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision. If Respondent's exceptions or proposed responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.**

The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Respondent or to negotiate Contract terms with the successful Respondent if the best interests of the State would be served.

### 6.2 Contract Length

The term of the Contract will begin and end on the dates indicated on the RFP cover sheet. The Agency shall have the sole option to renew the Contract upon the same or more favorable terms and conditions for up to the number of annual extensions identified on the RFP cover sheet.

### 6.3 Insurance

The Contract will require the successful Contractor to maintain insurance coverage(s) in accordance with the insurance provisions of the General Terms and Conditions and of the type and in the minimum amounts set forth below, unless otherwise required by the Agency.

<b>Type of Insurance</b>	<b>LIMIT</b>	<b>AMOUNT</b>
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Products – Comp/Op Aggregate Personal injury Each Occurrence	\$2 million \$1 Million \$1 Million \$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, umbrella form	Each Occurrence Aggregate	\$1 Million \$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence Aggregate	\$1 Million \$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	As required by Iowa law



**Attachment #1  
Certification Letter**

(Date) \_\_\_\_\_

Kelli Sizenbach, Issuing Officer  
Iowa Department of Administrative Services  
Hoover State Office Building, Level 3  
1305 East Walnut Street  
Des Moines, IA 50319-0105

Re: Request for Proposal Number RFP1418285056- PROPOSAL CERTIFICATIONS

Dear Kelli:

I certify that the contents of the Proposal submitted on behalf of **(Name of Respondent)** in response to **Iowa Department of Administrative Services** for Request for Proposal Number RFP1418285056 for a Joint Master Control System are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

**Certification of Independence**

I certify that I am a representative of Respondent expressly authorized to make the following certifications on behalf of Respondent. By submitting a Proposal in response to the RFP, I certify on behalf of the Respondent 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 Respondent 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 Respondent 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 Respondent and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

**Certification Regarding Debarment**

I certify that, to the best of my knowledge, neither Respondent 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 five 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 Respondent 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**

Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2016)* 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 Respondent certifies the following: (check the applicable box)

- ☐ Respondent is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code chapter 423*; or
- ☐ Respondent 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(47) and (48)(2016)*.

Respondent also acknowledges that the Agency may declare the Respondent’s Proposal or resulting contract void if the above certification is false. The Respondent 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,

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name and Title of Authorized Representative**

\_\_\_\_\_  
**Date**

**Attachment #2**  
**Authorization to Release Information Letter**

(Date) \_\_\_\_\_

Kelli Sizenbach, Issuing Officer  
Iowa Department of Administrative Services  
Hoover State Office Building, Level 3  
1305 East Walnut Street  
Des Moines, IA 50319-0105

Re: Request for Proposal Number RFP1418285056 - AUTHORIZATION TO RELEASE INFORMATION

Dear Kelli:

**(Name of Respondent)** hereby authorizes the **Iowa Department of Administrative Services** ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Respondent in response to Request for Proposal (RFP) Number RFP1418285056.

The Respondent acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Respondent acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Respondent is willing to take that risk.

The Respondent hereby releases, acquits and forever discharges the State of Iowa, the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to the RFP.

The Respondent authorizes representatives of the Agency or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Respondent's Proposal submitted in response to RFP.

The Respondent further authorizes any and all persons, and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Respondent's Proposal. The Respondent hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Respondent that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to RFP.

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

Sincerely,

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name and Title of Authorized Representative**

\_\_\_\_\_  
**Date**

**Attachment #3**  
**Form 22 – Request for Confidentiality**

**SUBMISSION OF THIS FORM 22 IS REQUIRED**

**THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL. THIS FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION. COMPLETE PART 1 OF THIS FORM IF NO INFORMATION PROPOSAL DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM IF THE PROPOSAL DOES CONTAIN CONFIDENTIAL INFORMATION.**

**1. Confidential Treatment Is Not Requested**

A Respondent not requesting confidential treatment of information contained in its Proposal shall complete Part 1 of Form 22 and submit a signed Form 22 Part 1 with the Proposal.

**2. Confidential Treatment of Information is Requested**

A Respondent requesting confidential treatment of specific information shall: (1) fully complete and sign Part 2 of Form 22, (2) conspicuously mark the outside of its Proposal as containing confidential information, (3) mark each page upon which the Respondent believes confidential information appears **and CLEARLY IDENTIFY EACH ITEM for which confidential treatment is requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION**, and (4) submit a “Public Copy” from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Respondent: (1) enumerates the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the information as confidential, (2) justifies why the information should be maintained in confidence, (3) explains why disclosure of the information would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Respondent to respond to inquiries by the Agency concerning the confidential status of such information.

**The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP.** The confidential information must be excised in such a way as to allow the public to determine the general nature of the information removed and to retain as much of the Proposal as possible.

**Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Respondents may not request confidential treatment with respect to pricing information and transmittal letters. A Respondent’s request for confidentiality that does not comply with this form or a Respondent’s request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting Respondent’s Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.**

If Agency receives a request for information that Respondent has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such information, Respondent shall, at its sole expense, appear in such action and defend its request for confidentiality. If Respondent fails to do so, Agency may release the information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Respondent fails to comply with the request process set forth herein, if Respondent’s request for confidentiality is unreasonable, or if Respondent rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

**Part 1 – No Confidential Information Provided**

**Confidential Treatment Is Not Requested**

Respondent acknowledges that proposal response contains no confidential, secret, privileged, or proprietary information. There is no request for confidential treatment of information contained in this proposal response.

This Form must be signed by the individual who signed the Respondent’s Proposal. The Respondent shall place this Form completed and signed in its Proposal.

- ***Fill in and sign the following if you have provided no confidential information. If signing this Part 1, do not complete Part 2.***

_____	_____	_____
Company	RFP Number	RFP Title
_____	_____	_____
Signature (required)	Title	Date

*(Proceed to the next page only if Confidential Treatment is requested.)*

## Part 2 - Confidential Treatment is Requested

***The below information is to be completed and signed ONLY if Respondent is requesting confidential treatment of any information submitted in its Proposal.***

**NOTE:**

- **Completion of this Form is the sole means of requesting confidential treatment.**
- **A RESPONDENT MAY NOT REQUEST PRICING INFORMATION BE HELD IN CONFIDENCE.**

Completion of the Form and Agency's acceptance of Respondent's submission does not guarantee the agency will grant Respondent's request for confidentiality. The Agency may reject Respondent's Proposal entirely in the event Respondent requests confidentiality and does not submit a fully completed Form or requests confidentiality for portions of its Proposal that are improper under the RFP.

**Please provide the information in the table below. Respondent may add additional lines if necessary or add additional pages using the same format as the table below.**

RFP Section:	Respondent must cite the specific grounds in <i>Iowa Code Chapter 22</i> or other applicable law which supports treatment of the information as confidential.	Respondent must justify why the information should be kept in confidence.	Respondent must explain why disclosure of the information would not be in the best interest of the public.	Respondent must provide the name, address, telephone, and email for the person at Respondent's organization authorized to respond to inquiries by the Agency concerning the status of confidential information.

This Form must be signed by the individual who signed the Respondent's Proposal. The Respondent shall place this Form completed and signed in its Proposal. A copy of this document shall be placed in all Proposals submitted including the Public Copy.

- ***If confidentiality is requested, failure to provide the information required on this Form may result in rejection of Respondent's submittal to request confidentiality or rejection of the Proposal as being non-responsive.***
- ***Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Proposal. If signing this Part 2, do not complete Part 1.***

\_\_\_\_\_  
Company

\_\_\_\_\_  
RFP Number

\_\_\_\_\_  
RFP Title

\_\_\_\_\_  
Signature (required)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attachment #4**  
**Response Check List**

RFP REFERENCE SECTION	RESPONSE INCLUDED	
	Yes	No
One (1) original, two (2) copies of the Bid Proposal and One (1) electronic copy on digital media.		
One (1) Public Copy with Confidential Information Excised (optional)		
<b>Technical Proposal</b>		
Exhibit 1 - Transmittal Letter		
Exhibit 2 - Executive Summary		
Exhibit 3 - Firm Proposal Terms		
Exhibit 4 - Respondent Background Information		
Exhibit 5 - Experience		
Exhibit 6 - Financial Information		
Exhibit 7 - Termination, Litigation, and Debarment		
Exhibit 8 - Criminal History and Background Investigation		
Exhibit 9 - Acceptance of Terms and Conditions		
Exhibit 10 - Certification Letter		
Exhibit 11 - Authorization to Release Information		
Exhibit 12 - Mandatory Specifications		
Exhibit 13 – Broadcast Workflow		
Exhibit 14 – Equipment and Software		
Exhibit 15 - Implementation Plan		
Exhibit 16 – Customer Service		
Exhibit 17 - Scalability		
Exhibit 18 – Optional Features		
Exhibit 19 - Warranty		
Exhibit 20 - Addendums		
Exhibit 21 – Performance-Based Criteria		
<b>Cost Proposal</b>		

**Attachment #5**  
**State of Iowa Security Terms (“Security Terms”)**

These Security Terms are entered into by and between [name of Vendor], a [entity type (e.g., limited liability company, limited liability partnership, or corporation)] registered in the State of [State of registration (e.g., Delaware)], with its principal place of business at [address of Vendor’s principal place of business] (“**Vendor**”) and the State of Iowa, acting by and through Iowa Public Television (“**State of Iowa**” or “**State**”). These Security Terms shall apply in addition to any other terms and conditions agreed to by the Parties, and to the extent of any conflict or inconsistency between the specific provisions of these Security Terms and the terms of any other agreement between the Parties, these terms shall prevail.

**1. Definitions**

Capitalized terms not defined herein are as defined in the Agreement. The following capitalized terms shall have the following meanings:

**1.1.** The term “**Confidential Information**” means, subject to the provisions of these Security Terms, the underlying agreement, and any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either Party to the other Party that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the Parties, exercising reasonable business judgment, to be confidential. Any information provided to Vendor by the State or any other Governmental Entity or otherwise accessed, collected, processed, stored, or transmitted to or by Vendor in connection with the underlying agreement, or any summaries, records, descriptions, modifications, compilations, negatives, drawings, adaptations and other documents or materials prepared by Vendor from such information (“**Work Product**”), shall be considered confidential by Vendor (“**State of Iowa Confidential Information**” or “**State Confidential Information**”).

**1.2.** The term “**Governmental Entity**” means any governmental entity as defined in Iowa Code Section 8A.101, or any successor provision thereof.

**2. Data Ownership**

All data, including all State Confidential Information, shall be and remain the sole and exclusive property of the State.

**3. Vendor’s access to and use of State data**

Vendor and any of its employees, affiliates, subcontractors, agents, and other third parties acting on Vendor’s behalf shall not use any State Confidential Information for any purpose other than fulfilling Vendor’s express obligations and duties pursuant to the underlying agreement, and in accordance with the terms and conditions set forth in these Security Terms and applicable laws, rules, and regulations.



**4. Data Protection**

Protection of personal privacy and data, including State Confidential Information, shall be an integral part of the business activities of Vendor to ensure there is no inappropriate or unauthorized access to or use of the State's Confidential Information at any time. To this end, Vendor shall safeguard the confidentiality, integrity, and availability of the State's Confidential Information. In so doing, Vendor shall comply with the following:

- 4.1.** Vendor shall implement and maintain reasonable and appropriate administrative, technical, and physical security measures to safeguard against unauthorized access, disclosure, or theft of State Confidential Information. Such security measures shall be in accordance with recognized industry standards and controls (including NIST 800-53 Revision 4 and ISO27001:2013), and not less stringent than the measures Vendor applies to safeguard its own Confidential Information. Additionally, such securities measures, to the extent applicable, shall comply with, and shall enable the State to at all time comply fully with, all applicable federal, state, and local laws, rules, ordinances, codes, regulations, and orders related to such security measures or other security, privacy, or safeguarding requirements.
- 4.2.** All State Confidential Information shall be encrypted at rest and in transit with controlled access. Unless otherwise expressly provided herein or otherwise agreed to by the Parties in writing, Vendor is responsible for encryption of all of the State's data, including State Confidential Information. Additionally, Vendor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in Federal Information Processing Standards (FIPS) 140-2, Security Requirements for Cryptographic Modules for all State Confidential Information, unless the State approves in writing the storage of Confidential Information on a Vendor portable device that does not satisfy these standards.
- 4.3.** At no time shall any State Confidential Information be copied, disclosed, or retained by Vendor, or Vendor's employees, affiliates, subcontractors, agents, and other third parties acting on Vendor's behalf for use in any transaction that does not include the State.

**5. Data Location**

Vendor shall provide hosting or infrastructure services to the State and Governmental Entities solely from data centers located in the continental United States of America. Storage of State Confidential Information at rest and all backups shall be located solely in data centers located in the continental United States of America. Vendor shall not allow its employees, affiliates, subcontractors, agents, and other third parties acting on Vendor's behalf to store any State data, including State Confidential Information, on any portable devices, including personal computers, tablets, or cell phones, except for devices that are used and permanently stored at all times only at its continental United States of America data centers. Vendor may permit its employees, affiliates, subcontractors, agents, and other third parties acting on Vendor's behalf to access State Confidential Information remotely only as required to provide technical support. Vendor may not provide technical user support on a 24/7 basis using a Follow the Sun model.

**6. Security Incident/Notification**

- 6.1.** Vendor will notify the State within two (2) hours of Vendor's discovery of any actual or

suspected breach of confidentiality, privacy or security (including any unauthorized access) with regard to any State data, including Confidential Information, or any breach of Vendor's or the State's data security procedures, which include, but are not limited to, instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately, any breach of security as defined in Iowa Code Chapter 715C, and any other breach of security or privacy as defined by any applicable law, rule, or regulation. Such notification to the State must be given in the most expedient time possible and without unreasonable delay. Written confirmation must be sent within forty-eight (48) hours of discovery or notification of the breach or suspected breach.

**6.2. Investigations and Remedies**

Vendor agrees, at its sole expense, to take all steps necessary to promptly remedy any breach or suspected breach described in section 6.1, above, and to fully cooperate with the State in resolving such breach or suspected breach and mitigating any damage from such breach at Vendor's sole cost. At no additional cost to the State, Vendor will fully cooperate with the State in investigating the breach or suspected breach, including, but not limited to, providing to the State and assisting the State in reviewing system, application, and access logs, conducting forensic audits of relevant systems, imaging relevant media, and making personnel available for interview. On notice of any actual or suspected breach, Vendor will immediately institute appropriate controls to maintain and preserve all electronic evidence relating to the breach in accordance with industry best practices. Vendor will deliver to the State a root cause assessment and future incident mitigation plan with regard to any breach of security or unauthorized access affecting State Confidential Information. Vendor will deliver a preliminary assessment and plan as soon as practical, and regularly maintain and update such assessment and plan throughout the course of any investigation based on any findings. Vendor agrees that it will not notify any regulatory authority or relating to any such security breach or suspected breach on behalf of the State unless the State specifically requests in writing that Vendor do so. Vendor and the State will work together to formulate a plan to rectify all security breaches.

**6.3. Additional Remedies in the Event of Security Breach**

Upon the State's determination that a breach of security (including but not limited to any breach of security as defined in Iowa Code Chapter 715C, or any other breach of security or privacy as defined by any applicable law, rule, or regulation) involving or relating to any State data, including State Confidential Information, has occurred or is reasonably possible, Vendor shall fully cooperate with the State in rectifying any breach or misuse, including notifying all of the State's affected users. The State shall determine, in its sole discretion, the content and means of delivery of such notification. Notwithstanding any provision in these Security Terms or any other agreement between the Parties to the contrary, Vendor will be solely responsible and liable for all costs, expenses, damages, fines, penalties, taxes, assessments, legal fees, claims, service fees, and any and all other amounts of any kind or nature whatsoever (including, without limitation, the reasonable value of time of the Iowa Attorney General's Office or the costs, expenses and attorney fees of other counsel retained by the State or any other Governmental Entity) related to, arising out of, or incurred by or on

behalf of the State as a result of, any security breach caused directly or indirectly, in whole or in part, by Vendor, its affiliates, employees, or subcontractors, including, but not limited to, the costs of notifying affected individuals and businesses or reporting to applicable regulators or Governmental Entities (including but not limited to preparation, printing, mailing and delivery); the cost of opening and closing accounts, printing new checks, embossing new cards; the costs of forensic and other audits, investigations, public relations services, call center services, websites and toll-free numbers for assisting affected individuals; the costs of obtaining credit-monitoring services and identity-theft insurance for any person or entity whose information has or may have been acquired or compromised; and all other costs associated with corrective or other actions that are taken to mitigate or address the security breach. Vendor will reimburse or pay to the State all such expenses, fees, damages and all other amounts within fifteen (15) business days of the date of any written demand or request delivered by the State to Vendor.

## **7. Import/Export/Deletion of Confidential Information**

### **7.1. Import and Export of Data**

To the extent State Confidential Information is stored or accessible in electronic format in connection with the hosting services, the State shall have the ability to import or export all State data and information, including but not limited to State Confidential Information, in whole or in part from infrastructure or hosting services, at no charge to the State, and in such formats as may be acceptable to the State or any Governmental Entity, without interference from Vendor. This includes the ability for the State to import or export, or have imported or exported, such information and data to/from/by other contractors. In the event the State is unable to successfully import or export data and information in whole or in part, Vendor shall assist the State in doing so upon the State's request, at no charge to the State. As it relates to the export of such data and information, Vendor shall provide to or ensure the State has obtained an export of any requested data or information within one day of any request in the format specified by the State.

### **7.2. Destruction of Data and Return of other Confidential Information**

In addition to the requirements of Section 7.1, on the State of Iowa's written request or upon expiration or termination of the underlying agreement, subject to the requirements of Section 9 (Termination/Expiration of Service), Vendor will promptly return or destroy, at the State's option, all State data or information, including but not limited to State Confidential Information, and provide a notarized written statement to the State certifying that all State data or information, including but not limited to State Confidential Information, in its or its agents, contractors, or other third parties operating on its behalf's possession has been delivered to the State or destroyed, as requested by the State. To the extent Vendor is required to destroy any State data or information, including but not limited to State of Iowa Confidential Information, such State data or information shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. On termination or expiration of this Agreement, the State of Iowa shall, except to the extent otherwise required by applicable laws, rules, regulations, policies, or procedures, including but not limited to State record-retention requirements, return or

destroy, at Vendor's option, all of Vendor's Confidential Information (excluding items required for use of any licenses or deliverables previously supplied by Vendor).

## **8. Termination/Expiration of Service**

### **8.1. Transition Assistance**

Vendor agrees that in connection with any termination or expiration of the underlying agreement, Vendor will continue to perform such services under the underlying agreement as the State may request for a transition period up to 365 days from the effective date of termination or expiration of the underlying agreement. As part of the State's request, the State will inform the Vendor of the number of days during which the Vendor will continue to provide such services, and perform transition and other related services under this Section (the "**Transition Period**"). During the Transition Period, Vendor will take all actions as may be necessary or requested by the State to accomplish a complete and timely transition, including but not limited to a full migration of all State data or information, including State of Iowa Confidential Information, from the Vendor to the State and/or to any contractor hired or utilized by the State to provide any replacement or similar services related to the services (the "**New Contractor**"). Vendor will use its best efforts to cooperate with the State and any New Contractor, and to fully comply with all requests of the State to effect a smooth and timely transition and to ensure there is no interruption of any services, information, or transactions provided or conducted through the services. Vendor agrees that it will perform all transition services in good faith and in a professional and businesslike manner, and shall comply with all requests of the State and any New Contractor to assist in the effort to accomplish a successful, seamless, and unhindered transition of the services, migration all State data or information, including State Confidential Information, and transfer of Vendor's responsibilities under the underlying agreement. Vendor will perform all transition services on an expedited basis, as determined by the State. During the Transition Period, the State agrees to pay to Vendor any fees to which Vendor would be entitled under the underlying agreement for services performed during such period; provided the underlying agreement was not terminated due to Vendor's breach of the agreement or for reasons related to the non-appropriation of funds as defined by the agreement, and Vendor continues to be in full compliance with all terms, conditions, provisions and requirements of the underlying agreement and these Security Terms. In the event the State's request for transition assistance does not require Vendor to continue providing all of the services under the underlying agreement, the Parties shall negotiate in good faith an equitable adjustment in the fees which are otherwise payable to Vendor for such services as the State requests the Vendor to provide.

### **8.2. Retention of State Data**

Vendor agrees that in connection with any termination or expiration of the underlying agreement, Vendor shall not take any action to intentionally erase any State data or information for a period of at least 90 days, unless otherwise directed by the State in accordance with Section 7.2.

**9. Background Checks**

Vendor shall conduct nationwide criminal background checks and not utilize any staff, including contractors, or permit the staff of its employees, affiliates, subcontractors, agents, and other third parties acting on Vendor's behalf to fulfill the obligations of the underlying agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty.

**10. Vendor Personnel**

Should the State be dissatisfied with the performance, competence, responsiveness, capabilities, cooperativeness, or fitness for a particular task of any Vendor personnel assigned by Vendor to perform or provide services or deliverables, the State of Iowa may request the replacement of such Vendor personnel. The replacement request shall be in writing and upon receipt of the request, Vendor shall make reasonable efforts to furnish a qualified and acceptable replacement within fifteen (15) business days. If the State, in its sole discretion, determines Vendor personnel pose a potential security risk and notifies Vendor of such security risk in its request for replacement, Vendor shall immediately remove such individual; any replacement furnished by Vendor in connection with such a request may not perform or provide services or deliverables to the State unless and until the State gives its consent to Vendor's use of such replacement.

**11. Non-disclosure and Separation of Duties**

Vendor shall diligently monitor and enforce separation of job duties, require non-disclosure agreements, and limit staff knowledge of State Confidential Information to that which is absolutely necessary to perform job duties.

**12. Security awareness training**

Vendor shall promote and maintain an awareness of the importance of securing State Confidential Information among Vendor's employees, affiliates, subcontractors, agents, and other third parties acting on Vendor's behalf.

**13. Security Disclosures, Audits, and Compliance**

**13.1. Compliance**

Annually throughout the term of the underlying agreement, Vendor shall obtain and provide the State with the following, at no additional cost to the State: a) an independent, third-party certificate of audit certifying that the services comply with NIST 800-53, Revision 4 controls; b) ISO/IEC 27001:2005 certification; c) test or assessment results of an independent, third party assessment of application scans using the Open Web Application Security Project (OWASP) Top Ten List; d) test results of a penetration test conducted by an independent, third-party firm; e) a copy of Vendor's annual SOC 2 type 2 report (for all Trust Services Principles); and f) a Vendor produced remediation plan resulting from items a through e, inclusive.

**13.2. Security Audit by the State**

During the Term, the State or its third party designee may, but is not obligated to, perform

audits of Vendor's environment, including unannounced penetration and security tests, as they relate to the receipt, maintenance, use or retention of the State's Confidential Information. Any of the State's regulators (and any federal agencies providing grant funds used to pay for services, in whole or in part) shall have the same right upon request. Vendor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

**13.3. Ongoing Security Testing/Compliance**

Vendor will periodically test its systems for potential areas where security could be breached. During the Term, to the extent Vendor engages a third party auditor to perform an SSAE 16 of Vendor's operations, information security program, and/or disaster recovery/business continuity plan, Vendor shall promptly furnish a copy of the test report or audit report to the State. In addition, Vendor shall disclose its non-proprietary security processes and technical limitations to the State, such that adequate protection and flexibility can be attained between the State and Vendor. For example, Vendor shall disclose its security processes with respect to virus checking and port sniffing to the State such that the State is capable of identifying necessary compensating controls to adequately safeguard and protect its data, information, and systems.

**13.4. Access to Security Logs and Reports**

Vendor shall provide security logs and reports to the State in a mutually agreeable format upon request. Such reports shall include at least latency statistics, user access summaries, user access IP address summaries, user access history and security logs for all State files related to the underlying agreement.

## **ATTACHMENT # 6**

### **Service Levels**

This Exhibit describes the performance standards and service levels to be achieved by Vendor in providing the Services:

#### **1. Definitions**

Except as provided in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement. The following terms, when used in this Exhibit, shall have the following meanings:

**“Available”** means the Services shall: (a) be available for access and use over the Internet by State of Iowa, Government Entities, State Users, and Users; and (b) provide the functionality required under the Agreement and applicable Statement(s) of Work.

**“Critical Hours”** involve all hours of the day due to the nature of broadcasting.

**“Server”** shall mean the server(s) on which the Services will be hosted.

#### **2. General Hosting Obligations**

In addition to the other obligations set forth in the Agreement and this Exhibit, Vendor shall do the following:

- a. Operate the Services on a Server owned and maintained by Vendor.
- b. Allow access to the Services over the Internet and provide secure and confidential storage of all information transmitted to and from the Services.
- c. Supply hardware, security protocols, software and communications support structure to facilitate connection to the Internet in accordance with the requirements set forth herein.
- d. Maintain a back-up server, at a geographically different site (e.g., different flood plain and power grid) from where the Server is located, to ensure continuous service in the event of disaster.
- e. Review security notifications and alerts relevant to the hosting platform (e.g., Vendor notifications of bugs, attacks, patches), and apply any compensating controls and remedial measures to maintain the highest level of defense.
- f. Vendor shall utilize state-of-the-art and up-to-date anti-virus and anti-malware software, and properly configured intrusion prevention systems and firewall protection devices in order to secure State of Iowa Confidential Information from unauthorized access by third parties.

### **3. Service Monitoring & Management**

Vendor will monitor “heartbeat” signals of all servers, routers and leased lines, and HTTP availability of the Server, by proactive probing at 30-second intervals 24 hours a day using an automated tool. If a facility does not respond to a ping-like stimulus, it shall be immediately checked again. When Vendor receives a “down” signal, or otherwise has knowledge of a failure in the Server or the application software and/or hardware, Vendor personnel will:

- a. Confirm (or disconfirm) the outage by a direct check of the facility;
- b. If confirmed, take such action as may restore the service in one hour or less, or, if determined to be a telephone company problem, open a trouble ticket with the telephone company carrier;
- c. Notify the State of Iowa by telephone or pager according to mutually agreed upon procedures that an outage has occurred, providing such details as may be available, including the Vendor trouble ticket number, if appropriate, and time of outage;
- d. Work through the problems until resolution, escalating to appropriate management or to engineering as required;
- e. Notify the State of Iowa of final resolution, along with any pertinent findings or action taken, and request concurrence by the State of Iowa prior to closing the applicable trouble ticket.

### **4. Backups**

Vendor shall provide for both the regular back-up of standard file systems relating to the Server and Services, and the timely restoral of such data on request by the State of Iowa due to a site failure. In particular, Vendor shall:

- a. Perform weekly full back-ups;
- b. Perform daily incremental back-ups;
- c. Send back-up media to secured, off-site storage facilities with a thirty (30) day rotation of media;
- d. Retain one back-up tape per month for one year;
- e. Fulfill restoral requests as directed by the State of Iowa due to site failures. Such restoral will be performed within the interval of twelve (12) to twenty-four (24) hours depending on the urgency of the request, and the agreed upon location of the desired backup media; and
- f. If the Server or hosting location is expected to be down for more than twenty-four (24) hours, Vendor shall immediately transfer appropriate back-up data and re-establish all hosting operations in an appropriately functioning secondary server or location. Such secondary server and/or location shall be subject to the State of Iowa’s approval and consent, which shall not be unreasonably withheld.



## 5. Service Levels

### 5.1 Support Request Service Levels

Vendor shall Respond to and Resolve Support Requests as set forth below.

#### 5.1.1 Support Requests

The State of Iowa shall classify its requests for Error Corrections consistent with the descriptions below. Each such request shall be referred to herein as a “**Support Request.**” The State of Iowa shall notify Vendor of Support Requests via a Vendor-specified telephone number, email address, or other Vendor-provided mechanisms. All Vendor technical support personnel providing telephone support must do so in a manner such that the communication does not diminish the State of Iowa’s ability to effectively utilize the Application Services or negatively impact the satisfaction of the users with the Application Services. Such impacts could arise from technology issues such as delays or jitter in telecommunication lines, or the failure of the Vendor technical support personnel to provide support in standard American English with understandable accents or otherwise demonstrate sufficient language skills as reasonably determined by the State of Iowa.

Support Request Classification	Description
Critical	<ul style="list-style-type: none"><li>▪ Issue affecting entire system;</li><li>▪ Issue affecting single critical production function, such as, for example, connection/function to each of the following; EAS/DASDEC, Tower Monitoring, Transmitter Monitoring, Disaster Recovery Unit and any long term interruption to the ProTrack connection to Respondent’s service during business hours; availability of content any single stream of content; ability to traffic local interstitials or programs on any or all program streams; fiber interconnect issues, issues with the return transport stream, and any issue that impairs the quality of the content delivered to our viewers;</li><li>▪ System down or operating in materially degraded state;</li><li>▪ Potential services to Users affected;</li><li>▪ Data security or integrity at risk;</li><li>▪ Material financial impact;</li><li>▪ Declared a Critical Support Request by the State of Iowa CIO or designee; and/or</li><li>▪ Widespread access interruptions.</li></ul>
High	<ul style="list-style-type: none"><li>▪ Primary workflow module failure that materially impairs its performance; and/or</li><li>▪ Data entry or access is materially impaired on a limited basis.</li></ul>
Medium	<ul style="list-style-type: none"><li>▪ System is operating with minor issues that can be addressed with a work around.</li></ul>
Low	<ul style="list-style-type: none"><li>▪ Request for assistance, information, or services that are routine in nature.</li></ul>

#### 5.1.2 Support Response Time Service Level

**“Response Time”** shall be measured from the time when Vendor receives the Support Request until the time Vendor has Responded to the Support Request. **“Respond”** means that Vendor has engaged on the Support Request; is working continuously to diagnose the corresponding Errors, formulate a plan to address any such Errors, and execute that plan; and has notified the State of Iowa user originating the Support Request that such support has begun, in the manner requested by the user originating the Support Request (e.g., e-mail, phone) or, if a specific means of communication is not requested, using direct interactive (person to person) method of communication to achieve contact with such user (e.g., no email or automated voicemail).

Support Request Classification	Service Level Metric (Response Time)	Service Level Credits
Critical	100% (15) minutes	0.5% of monthly Application Service fees for the initial service level failure and .05% of monthly Application Service fees for each additional fifteen (15) minute increment that begins after the initial service level failure
High	100% (30) minutes	0.1% of monthly Application Service fees for the initial service level failure and 0.01% of monthly Application Service fees for each additional fifteen (15) minute increment that begins after the initial service level failure

#### 5.1.3 Resolution Time Service Level

Resolution time shall be measured from the time when Vendor receives the Support Request until the time Vendor has Resolved the Support Request. **“Resolve”** means that, as to Errors, Vendor has provided the State of Iowa the corresponding Error Correction and the State of Iowa has confirmed such Error Correction.

<b>Support Request Classification</b>	<b>Service Level Metric (Resolution Time)</b>	<b>Service Level Credits</b>
Critical	100% (4) hours	5% of monthly fees for the initial service level failure and 0.5% of monthly fees for first additional one (1) hour increment that begins after the initial service level failure and doubling for each additional (1) hour
High	100% (8) hours	2.5% of monthly fees for the initial service level failure and 0.25% of monthly fees for each additional one (1) hour increment that begins after the initial service level failure
Medium	100% (2) days	1% of monthly fees for the initial service level failure and 0.1% of monthly fees for each additional one (1) day increment that begins after the initial service level failure
Low	100% (5) days	0.5% of monthly fees for the initial service level failure and 0.05% of monthly fees for each additional one (1) day increment that begins after the initial service level failure

#### **5.1.4 Escalation**

With respect to any Critical Support Request, until Resolved, Vendor shall escalate that Support Request within sixty (60) minutes of Receipt to the appropriate Vendor support personnel (as designated by Vendor), including, as applicable, Vendor's SVP of Client Operations.

#### **5.2 Availability Service Level**

The Application Services shall be Available for the percentage of the time each month of the Term of the Agreement as set forth below.

### Availability during Critical Hours

Service Level Metric	Service Level Credits
<p>At a minimum, 99.9% Availability for the Application Services in each calendar month of the term of the Agreement during Critical Hours.</p> <p><b>“Availability”</b> means the number of hours the Application Services are Available For Use during Critical Hours in a given calendar month expressed as a percentage of Critical Hours during a calendar month (i.e., Availability % = ((Number of Critical Hours – Downtime during Critical Hours)/(Number of Critical Hours)) x 100%).</p> <p><b>“Downtime”</b> means the aggregate duration of Outages for the Application Services during the applicable Scheduled Uptime during a calendar month.</p> <p><b>“Outage”</b> means any time during which the Application Services (or any portion thereof) is not Available For Use during a calendar month, measured from the earliest point in time that such Outage is or reasonably should be detected by Vendor, but in any event no later than the time the Outage actually occurred. An Outage is an Error. An Outage also constitutes a Critical Support Request.</p> <p><b>“Scheduled Downtime”</b> shall have the meaning ascribed to it in Section 8.1 of this Exhibit.</p> <p><b>“Unscheduled Downtime”</b> shall mean an Outage that is not Scheduled Downtime.</p> <p><b>“Scheduled Uptime”</b> shall mean any time during a Calendar month that is not Scheduled Downtime.</p> <p><b>“Available For Use”</b> shall mean the ability of the Application Services to be utilized or accessed as contemplated under the Agreement(s), including conformance to the Specifications, and without material degradation of performance, but excluding Scheduled Downtime.</p>	<p>In the event 99.9% Availability during Critical Hours for the Application Services is not achieved, but at least 98.0% Availability for the Application Services during Critical Hours is achieved, then the credits shall be incurred as follows:</p> <p>10% of monthly Application Services fees for the first month, 15% of monthly Application Services fees for the second consecutive month, and 20% of monthly Application Services fees for the third consecutive month and each consecutive month thereafter.</p> <p>In the event at least 98% Availability for the Application Services during Critical Hours is not achieved, but at least 95.0% Availability during Critical Hours for the Application Services is achieved then the credits shall be incurred as follows:</p> <p>20% of monthly Application Services fees for the first month, 25% of monthly Application Services fees for the second consecutive month, and 30% of monthly Application Services fees for the third consecutive month and each consecutive month thereafter.</p> <p>In the event at least 95% Availability during Critical Hours for the Application Services is not achieved, then the credits shall be incurred as follows:</p> <p>20% of monthly Application Services fees for the first month, and 25% of monthly Application Services fees for the second consecutive month, 30% of monthly Application Services fees for the third consecutive month and each consecutive month thereafter.</p>

### 5.3 **Unscheduled Downtime Reporting**

Vendor shall track and report monthly to the State of Iowa each Unscheduled Downtime.

### 5.4 **Application Services Download Times**

Vendor represents, warrants, and covenants that the download time for a page of the Services during Critical Hours shall be:

Service Level Metric	Service Level Credits
<b>During Critical Hours:</b> At a maximum, the lesser of (a) 0.5 seconds above the KB40, or (b) three (3) seconds.	In the event these average Download Times are not achieved, 3% of the monthly fees.
<b>During non-Critical Hours:</b> At a maximum, the lesser of (a) 0.8 seconds above the KB40, or (b) four (4) seconds.	In the event these average Download Times are not achieved, 3% of the monthly fees.

“**Download Time**” means the average time to download any page related to the Services, including all content contained therein. Download time shall be measured using a Vendor-supplied program, and by clock, and shall be measured to the nearest one-tenth of a second for each page, commencing from the operative input from the user, whether by keyboard, mouse click, or any other input device.

“**KB40**” means the Keynote Business 40 Internet Performance Index. In the event KB40 is discontinued, a successor index (such as average download times for all other customers of the Vendor) may be mutually agreed upon by the parties.

Tests of Download Times shall be conducted by Vendor over any two (2) hour period during Critical Hours every ten (10) business day(s) using a representative number of logged-on computers or terminals for the selected two (2) hour period, and running a representative sampling of applications then installed. Vendor shall supply the State of Iowa with the results of these tests on a monthly basis. Vendor further agrees to provide, at no cost to the State of Iowa, measurement tools capable of directly making all measurements necessary to apply the Application Services Response Time warranty in this Section.

### 5.5 **Service Level Audits**

The State of Iowa or its designee will have the right to audit Vendor’s measurement, monitoring, and reporting on all service levels herein, including providing the State of Iowa with access to the data used by Vendor to calculate its performance against the service levels and the measurement and monitoring tools and procedures utilized by Vendor to generate such data for purposes of audit and verification.

### 5.6 **Meetings**

Vendor and the State of Iowa shall meet at the discretion of Iowa Public Television by phone, email or video call to review the status of open Support Requests, and discuss trends and issues relating to Support Requests and approaches to reducing the number of Support

Requests as well as improving both the State of Iowa and Vendor responses to such Support Requests.

**5.7 Additions, Deletions, and Modifications of Service Levels**

After the initial six (6) months following the Effective Date, the State of Iowa may add, modify, or delete service levels specified herein by sending written notice to Vendor at least ninety (90) days in advance; provided that, the total number of such notices (which notices may contain multiple changes) sent by the State of Iowa pursuant to this Section 5.7 (Additions, Deletions, and Modifications of Service Levels) shall not exceed twenty (20) in any contract year.

**5.8 Service Levels Added.** Service Levels shall be added in accordance with the following:

- a. Where data exists for at least six (6) months from which measurements can be derived, the State of Iowa and Vendor shall review the measurement trends and the levels of quality that were attained during the measurement period and shall work together in good faith to mutually agree, and to establish the service level standard that Vendor will be required to meet; or
- b. Where no such data exists, the Parties shall attempt in good faith to mutually agree during a thirty (30) day period on a service level standard using industry standard measures or third party vendor advisory services.

**6 Service Level Failures and Service Level Credits**

**6.1 Service Level Failures**

Failure to achieve any of the service levels described in Section 5 (Service Levels) of this Exhibit shall constitute a “**Service Level Failure**” and Vendor shall be liable for the Service Level Credits in the amounts set forth in Section 5 (Service Levels). Vendor shall not be responsible for any Service Level Failure caused by the State of Iowa or its agents. Vendor shall promptly notify the State of Iowa of any Service Level Failure.

**6.2 Service Level Credits**

Upon the occurrence of any Service Level Failure, Vendor shall issue to the State of Iowa a credit in the amount set forth in Section 5 (Service Levels) (“**Service Level Credit**”). If more than one (1) Service Level Failure has occurred in a single month, the sum of the corresponding Service Level Credits shall be credited to the State of Iowa. In no event will the aggregate of all Service Level Credits arising as a result of failures by Vendor to perform its Support Services obligations in any month exceed 25% of the amount of the Support Services fees otherwise payable for the most recent three (3) month period except for instances of Service Level Credits associated failures on “Critical” and “High” Resolution Time service levels which will not exceed 100% of the amount of the said Support Services fees. Vendor shall notify the State of Iowa in writing if the State of Iowa becomes entitled to a Service Level Credit, which notice shall be included in the monthly performance reports as described in this Exhibit.

The total amount of Service Level Credits that Vendor will be obligated to pay to the State of Iowa, with respect to Service Level Failure(s) occurring each month shall be reflected on the invoice issued in the second month following the month during which the Service Level Failure(s) giving rise to such Service Level Credit(s) occurred. Notwithstanding the foregoing, the calculation of such Service Level Credit(s) shall be based on the credit amounts in effect, and the Support Services fees for, the month during which the Service Level Failure occurred. For example, the amount of Service Level Credits payable with respect to Service Level Failures occurring in August shall be set forth in the invoice issued in October, but shall be calculated using August data. In the event the State of Iowa prepays for any Services more than one month in advance, Vendor will issue refunds or credits to the State of Iowa at the State's sole discretion, within 30 days of the end of the month in which the Service Level Failure occurred.

### **6.3 Termination for Chronic Service Level Failures**

In addition to its termination rights under the Agreement, the State of Iowa may, in its sole discretion, terminate the Agreement without further obligation to Vendor in the event Vendor fails to achieve any of the required Service Levels for (a) three (3) months consecutively, or (b) any three (3) months during a consecutive six (6) month period.

## **7 Corrective Action Plan**

In the event two (2) or more Critical Support Requests occur in any thirty (30) calendar day period during the Term of the Agreement, or in the event of any Service Level Failure, Vendor shall promptly investigate the root causes of such support issues and shall provide to the State of Iowa within five (5) business days of the occurrence of the second Critical Support Request or the occurrence of the Service Level Failure an analysis of such root causes and a proposed corrective action plan for the State of Iowa's review, comment, and approval (the "**Corrective Action Plan**"). The Corrective Action Plan shall include, at a minimum: (a) a commitment by Vendor to devote the appropriate time, skilled Vendor personnel, systems support and equipment, and/or resources to remedy, and prevent any further occurrences of Critical Support Request issues; and (b) time frames for implementation of the Corrective Action Plan. There shall be no additional charge (other than those fees set forth in this Agreement(s)) for Vendor's implementation of such Corrective Action Plan in the time frames and manner set forth in the Corrective Action Plan.

## **8 Service Outages**

### **8.1 Scheduled**

Vendor shall notify the State of Iowa of scheduled outages at least seventy-two (72) hours in advance, and such outages shall last no longer than one hour. Such outages shall be scheduled between the hours of 1:00 a.m. and 5:00 a.m., CST on Saturday nights ("**Scheduled Downtime**"). Vendor may request extensions of scheduled down time above one (1) hour and such approval by the State of Iowa, which may not be unreasonably withheld or delayed. Unscheduled outages (such as the kind described in Section 9 of this Exhibit below) are not excluded from the Availability service levels set forth above (i.e., an

Unscheduled outage, except due to the actions of the State of Iowa and its agents, shall not relieve Vendor of its obligation to achieve the service levels set forth herein).

**9 Security Breaches**

In the event of an attack or threatened or suspected breach of security against the Services and/or Server, Vendor will take whatever reasonable steps that are necessary to halt such action, including taking the Services down. Down time due to external attacks shall not count against Availability requirement set forth above. Vendor will immediately contact the person designated by the State of Iowa to discuss what measure to take. However, if time is critical, action may be required before the contact can be reached. Vendor's actions will include, as appropriate:

- 9.1** Confirm the threat;
- 9.2** Deny access from the source of the attack;
- 9.3** Investigate the extent of the damage, if any;
- 9.4** Back-up the affected systems and those suspected to be affected;
- 9.5** Strengthen defenses everywhere, not just the suspected path that the attacker used;
- 9.6** Contact the ISP where the threat or attack originated and/or law enforcement to work with Vendor's security team; and
- 9.7** Produce an Incident Report within 24 hours detailing Vendor's findings.
- 9.8** Re-instate the denial of access after a set time period, but continue to monitor traffic from that source until risk of further attacks is deemed to be minimized.