

## REQUEST FOR BIDS

### RFB COVER SHEET

#### Administrative Information:

<b>RFB Number</b>	RFB1219285008	<b>Title of RFB</b>	Closed Caption Services	
<b>Agency</b>	Department of Administrative Services (DAS) on behalf of Iowa Public Television (IPTV)			
<b>Initial term of Contract</b>				
<b>Number of years of the initial term of the Contract</b>		1	<b>Number of possible annual extensions</b>	5
<b>Approximate initial contract term beginning:</b>	May 1, 2019	<b>Approximate Ending:</b>	April 30, 2020	
<b>Available to Political Subdivisions?</b>		No		
State Issuing Officer: Ken Discher P: (515) 281-6380   email: <a href="mailto:ken.discher@iowa.gov">ken.discher@iowa.gov</a>   F: (515) 725-2064				
Mailing Address: Department of Administrative Services Central Procurement and Fleet Services Enterprise Hoover Bldg – Level 3 1305 E Walnut St. Des Moines, IA 50319				
<b>PROCUREMENT TIMETABLE—Event or Action</b>				<b>Date/Time (Central Time)</b>
State Posts Notice of RFB on TSB website				March 7, 2019
State Issues RFB				March 11, 2019
RFB written questions, requests for clarification, and suggested changes from Bidders due: (email questions, etc., to: <a href="mailto:Ken.Discher@iowa.gov">Ken.Discher@iowa.gov</a> ) Agency's written response to RFB questions, requests for clarifications and suggested changes approximate posting date:				Date: March 18, 2019  Date: March 26, 2019
<b>Bids Due Date and Time:</b>				<b>April 8, 2019</b> <b>3:00 PM Central</b>
<b>Relevant Websites</b>				
Internet website where Addenda to this RFB 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="http://bidopportunities.iowa.gov">http://bidopportunities.iowa.gov</a>				
Number of Copies of Bids Required to be Submitted: 1 Original, 1 Digital, & 1 Copy				
<b>Firm Bid Terms</b> The minimum number of days following the deadline for submitting Bids that the Bidder guarantees all Bid terms, including price, will remain firm is 120 Days.				

**1.1      Purpose**

The purpose of this Request for Bids (RFB) is to solicit bids from qualified Bidders to provide the goods and/or services identified on the RFB cover sheet and described further in Section 4 of this RFB to the Lead Agency and any Participating Agencies identified on the RFB cover sheet. The Lead Agency intends to award a contract(s) beginning and ending on the dates listed on the RFB cover sheet, and the Lead Agency may extend the contract(s) for up to the number of annual extensions identified on the RFB cover sheet at the sole discretion of the Lead Agency. Any contract(s) resulting from the RFB shall not be an exclusive contract.

**1.2      Definitions**

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

**“Accuracy”** means captions must match the spoken words in the dialogue and convey background noises and other sounds to the fullest extent possible.

**“Bid”** means the Bidder’s bid submitted in response to the RFB.

**“Bidder” or “Contractor”** means (as the context requires) either vendors submitting Bids in response to this RFB or the provider of the goods and services under the Resulting Contract.

**“Buyer”** means the individual state agency or political subdivision making a purchase pursuant to the Resulting Contract.

**“Caption File”** means a computer file that stores a program’s caption information, including the text, timing and placement information.

**“Captioning”** means the process of converting the audio content of a television program, webcast or livestream, film, video, DVD, live event or broadcast, or other production into text that is displayed on a television screen. Captions not only display words as the textual equivalent of spoken dialogue or narration, but they also include speaker identification, sound effects, and music description and lyrics.

**“Completeness”** means captions must run from the beginning to the end of the program to the fullest extent possible.

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

**“Encoder”** means a device that electronically inserts the caption data into the TV signal.

**“Lead Agency”** means the agency that is the chief coordinator and issuer of the RFB. The lead agency will also execute the Resulting Contract.

**“Live-display Captions”** means captioning when an accurate script or transcript is available prior to the time a program is telecast. Captions are prepared in advance and stored on a computer disk. As the program is telecast, a captioner pushes a button on the captioning system to display each caption. The roll-up captions appear line-by-line and are synchronized with the program audio as closely as possible.

**“Live (On-line)/Real-Time Captioning”** means captioning that is provided at the time of program origination. Captions are simultaneously prepared and transmitted at the time of origination by specially trained real-time captioners using a stenotype machine or other technology. Appearance of captions is “roll-up.”

**“Participating Agency” or “Participating Agencies”** means the agency or agencies that decides to utilize the Resulting Contract.

**“Placement”** means captions should not block other important visual content on the screen, overlap one another or run off the edge of the video screen.

**“Pop-on Captions”** means a phrase or sentence appears on the screen all at once – not line by line – stays there for a few seconds and then disappears or is replaced by another full caption. The captions are timed to synchronize with the program and placed on the screen to help identify the speaker. Pop-on captions are used for prerecorded (Post-Production) captioning.

**“Post-Production (Prerecorded Off-line) Captioning”** means the preparation of captions for recorded programming so that, at the time of air or media playback, the captions are a part of the media. Off-line (Post-Production) captions are created and added after a video segment has been recorded and before it is aired or played. Appearance of captions is usually “pop-on” but could also be “roll-up.” Captions are typically placed in the upper or lower third of the television screen but can be placed anywhere on the screen to avoid on-screen graphics, etc.

**“Purchase Instrument”** means the documentation issued by the State to the Bidder for a purchase of goods and/or services in accordance with the terms and conditions of the Contract. It may include an identification of the items to be purchased, the delivery date and location, the address where the Bidder should submit the invoices, and any other requirements deemed necessary by the State. Any pre-printed contract terms and conditions included on Bidder’s forms or invoices shall be null and void.

**“Re-captioning”** means the process of revising previously captioned programs for rebroadcast, requiring the retiming and/or editing of caption text to synchronize it to the edited video and audio.

**“Responsible Bidder”** means a Bidder that has the capability in all respects to perform the requirements of the Resulting Contract. In determining whether a Bidder is a Responsible Bidder, the Lead Agency may consider various factors including, but not limited to, the Bidder’s competence and qualifications to provide the goods or services requested, the Bidder’s integrity and reliability, the past performance of the Bidder relative to the quality of the goods or services offered by the Bidder, the proposed terms of delivery, and the best interest of the Lead Agency and Participating Agencies.

**“Responsive Bid”** means a Bid that complies with each of the provisions of this RFB.

**“Roll-up Captions”** means captions roll onto and off the screen in a continuous motion. Usually two to three lines of text appear at one time. As a new line comes along, it appears on the bottom, pushing the other lines on the screen up. Roll-up captions are used for all live captioning and can also be used for prerecorded (Post-Production) captioning.

**“RFB”** means this Request for Bids and any addenda hereto.

**“State”** means the State of Iowa, the state agency identified on the Contract Declarations & Execution Page(s), and all state agencies, boards, and commissions, and any political subdivisions making purchases off of the Resulting Contract as permitted by this RFB.

**“Synchronicity”** means captions must coincide with their corresponding spoken words and sounds to the greatest extent possible and must be displayed on the screen at a speed that can be read by viewers.

**“Transcription”** means the process of listening to the audio file and typing what has been said verbatim in the same language that the original speakers used.

**“Translation”** means the process of the process of translating words or text from one language into another.

### **1.3 Overview of the RFB Process**

Bidders will be required to submit their Bid packages in hardcopy and on digital media (USB drive or CD). It is the Lead Agency’s intention to evaluate Bids from all Responsible Bidders that submit timely Responsive Bids, and award the contract(s) in accordance with Section 5, Evaluation and Selection.

### **1.4 Background Information**

This RFB is designed to provide Bidders with the information necessary for the preparation of competitive Bids. The RFB process is for the Lead Agency’s and Participating Agencies’ benefit and is intended to provide the Lead Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Bidder is responsible for determining all factors necessary for submission of a comprehensive Bid.

Iowa Public Television is seeking bids for closed captioning services. These services include, but are not limited to, Live (On-Line)/Real-Time captioning, Post-Production (Off-line) captioning, transcription and Spanish language captioning.

The State, in its sole discretion, reserves the right to award the RFB to one Bidder or to multiple Bidders that will be responsible for performance required under the contract.

Bidder(s) shall provide all equipment for the services defined in this RFB. Installation of any equipment and/or software for these services shall be the awarded Bidder’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 Bidder shall be responsible for all Bidder-owned equipment. The risk of loss and/or damage to Bidder-owned equipment and/or software shall be fully assumed by the Bidder at all times pertinent to the contract.

Bidder shall agree that all rights to captions and caption files will be maintained by IPTV for unlimited use on broadcast, online and all other multimedia uses.

Invoicing for services performed as a part of the resulting contract shall occur on a monthly basis, and shall be itemized. If the Bidder allows for prompt payment discounts, please note this in the cost proposal.

**2.1 Issuing Officer**

The Issuing Officer identified in the RFB cover sheet is the sole point of contact regarding the RFB from the date of issuance until selection of the successful Bidder.

**2.2 Restriction on Communication**

From the issue date of this RFB until announcement of the successful Bidder, Bidders may contact only the Issuing Officer. The Issuing Officer will respond only to electronic questions regarding the procurement process. Questions related to the interpretation of this RFB must be submitted as provided in the solicitation. Oral questions related to the interpretation of this RFB will not be accepted. Bidders may be disqualified if they contact any State employee other than the Issuing Officer about the RFB except that Bidders may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

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 RFB through an addendum.

**2.3 Downloading the RFB from the Internet**

The RFB will be posted at <http://bidopportunities.iowa.gov/> and all Addenda will be posted at the website listed on the RFB cover sheet. The Bidder is advised to check the website periodically for Addenda to this RFB, particularly if the Bidder downloaded the RFB from the Internet as the Bidder may not automatically receive Addenda. It is the Bidder's sole responsibility to check daily for Addenda to posted documents. E-Rate form 470, including this RFB and any addenda, may be found at <https://data.usac.org/publicreports/Forms/Form470Rfp/Index> or <https://data.usac.org/publicreports/Forms/Form470Detail/Index>

**2.4 Amendment to the RFB**

The Agency reserves the right to amend the RFB at any time using an addendum. The Bidder shall acknowledge receipt of all addenda in its Bid.

It is the Bidder's sole responsibility to check daily for addenda to posted documents.

**2.5 Bid Amendment and/or Withdrawal**

The Bidder may amend or withdraw and resubmit its Bid at any time before the Bids are due. The amendment must be submitted on Iowa VSS by the Bidder to the bid and received by the time set for the receipt of Bids.

**2.6 Submission of Bids**

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

Bidders must furnish all information necessary to enable the Agency to evaluate the Bid. Bids that fail to meet the mandatory requirements of the RFB may be rejected. Oral information provided by the Bidder shall not be considered part of the Bidder's Bid unless it is in writing.

## **2.7 Bid Opening**

The Agency will open Bids after the deadline for submission of Bids has passed. However, the names of Bidders who submitted timely Bids will be publicly available after the Bid opening. See Iowa Code Section 72.3. The announcement of Bidders who timely submitted Bids does not mean that an individual Bid has been deemed technically compliant or accepted for evaluation.

## **2.8 Costs of Preparing the Bid**

The costs of preparation and delivery of the Bid are solely the responsibility of the Bidder.

## **2.9 Rejection of Bids**

The Agency reserves the right to reject any or all Bids, in whole and in part, received in response to this RFB at any time prior to the execution of a written Contract. Issuance of this RFB in no way constitutes a commitment by the Agency to award a Contract. This RFB is designed to provide Bidders with the information necessary to prepare a competitive Bid. This RFB process is for the Agency's benefit and is intended to provide the Agency with competitive information to assist in the selection of a Bidder to provide goods and/or services. It is not intended to be comprehensive and each Bidder is responsible for determining all factors necessary for submission of a comprehensive Bid.

## **2.10 Disqualification**

The Agency will reject outright and will not evaluate Bids if the Bidder fails to deliver the Bid by the due date and time. The Agency may reject outright and may not evaluate Bids for any one of the following reasons:

- The Bidder acknowledges that a requirement of the RFB cannot be met.
- The Bidder's Bid materially changes a requirement of the RFB or the Bid is not compliant with the requirements of the RFB.
- The Bidder's Bid limits the rights of the Agency.
- The Bidder fails to include information necessary to substantiate that it will be able to meet a requirement of the RFB.
- The Bidder fails to timely respond to the Agency's request for information, documents, or references.
- The Bidder fails to include bid security, if required.
- The Bidder fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested.
- The Bidder presents the information requested by this RFB in a format inconsistent with the instructions of the RFB or otherwise fails to comply with the requirements of the RFB.
- The Bidder initiates unauthorized contact regarding the RFB with state employees.
- The Bidder provides misleading or inaccurate responses.
- The Bidder's Bid is materially unbalanced.
- There is insufficient evidence (including evidence submitted by the Bidder and evidence obtained by the Agency from other sources) to satisfy the Agency that the Bidder is properly responsive and responsible to satisfy the requirements of the RFB.
- The Bidder alters the language in Certification Letter or Authorization to Release Information Letter.
- The Bidder is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.

- The Bidder is on “red light” status with either/both the Universal Service Administrative Company and/or the Federal Communications Commission.

#### **2.11 Nonmaterial Variances**

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

#### **2.12 Reference Checks**

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

#### **2.13 Information from Other Sources**

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

#### **2.14 Verification of Bid Contents**

The content of a Bid submitted by a Bidder is subject to verification. If the Agency in its sole discretion determines that the content is in any way misleading or inaccurate, the Bidder may be disqualified.

#### **2.15 Bid Clarification Process**

The Agency reserves the right to contact a Bidder after the submission of Bids for the purpose of clarifying a Bid to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Bidder has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Bidder’s Bid. The Agency will not consider information received if the information materially alters the content of the Bid or alters the type of goods and/or services the Bidder is offering to the Agency. An individual authorized to legally bind the Bidder 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 Bid as non-compliant.

#### **2.16 Disposition of Bids**

All Bids become the property of the Agency and shall not be returned to the Bidder at the conclusion of the selection process, the contents of all Bids will be in the public domain and be available for inspection by interested parties except for information for which Bidder properly requests confidential treatment according to exceptions provided in *Iowa Code Chapter 22* or other applicable law.

## **2.17 Public Records and Requests for Confidential Treatment**

The Agency's release of public records is governed by Iowa Code chapter 22. Bidders are encouraged to familiarize themselves with Chapter 22 before submitting a Bid. 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 Bidder as non-confidential records unless Bidder requests specific parts of the Bid 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.**

### **2.17.1 Form 22 Request for Confidentiality (Attachment #3)**

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

### **2.17.2 Confidential Treatment Is Not Requested**

A Bidder not requesting confidential treatment of information contained in its Bid shall complete Section I of Form 22 and submit Form 22 with the Bid.

### **2.17.3 Confidential Treatment of Information is Requested**

A Bidder requesting confidential treatment of specific information shall: (1) fully complete Section II of Form 22, (2) conspicuously mark the outside of its Bid as containing confidential information, (3) mark each page upon which the Bidder 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 Bidder: (1) enumerates the specific grounds in Iowa Code chapter 22 or other applicable law that supports treatment of the material as confidential, (2) justifies why the material should be maintained in confidence, (3) explains why disclosure of the material 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 Bidder to respond to inquiries by the Agency concerning the confidential status of such material.

**The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFB.** The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Bid 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. Bidders may not request confidential treatment with respect to pricing information and transmittal letters. A bidder's request for confidentiality that does not comply with this section or a bidder's request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting bidder's Bid as non-responsive. Requests to maintain an entire Bid as confidential will be rejected as non-responsive.**

If Agency receives a request for information that Bidder has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such



material, Bidder shall, at its sole expense, appear in such action and defend its request for confidentiality. If Bidder fails to do so, Agency may release the information or material with or without providing advance notice to Bidder and with or without affording Bidder the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Bidder fails to comply with the request process set forth herein, if Bidder's request for confidentiality is unreasonable, or if Bidder rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Bidder and with or without affording Bidder the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

**2.18 Copyrights**

By submitting a Bid, the Bidder agrees that the Agency may copy the Bid for purposes of facilitating the evaluation of the Bid or to respond to requests for public records. The Bidder consents to such copying by submitting a Bid 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 the Bids.

**2.19 Release of Claims**

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

**2.20 Bidder Presentations**

At the sole discretion of the State, Bidders may be required to make a presentation of the Bid. The presentation may occur at the Agency's offices or at the offices of the Bidder. The determination as to need for presentations, 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 Bidder to illustrate the Bidder's Bid. The presentation shall not materially change the information contained in the Bid.

**2.21 Evaluation of Bids Submitted**

Bids that are timely submitted and are not subject to disqualification will be reviewed in accordance with the RFB.

**2.22 Preference**

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 117.

**2.23 Determination of Responsible Bidder & Responsive Bid**

All Bids will be first evaluated to determine if they comply with the bid requirements (i.e. to determine if the Bidder is a Responsible Bidder submitting a Responsive Bid). To be deemed a Responsible Bidder and a Responsive Bid, the Bid must comply with the bid format instructions and answer "Yes" to all parts and include information demonstrating the Bidder will be able to comply with the bid requirements.

**2.24 Evaluation Criteria**

The Agency will evaluate the Responsive Bids submitted by Responsible Bidders to determine the lowest responsible bidder(s) and will award the Contract(s) to the Bidder(s) submitting the lowest responsible bid(s) based on price.

**2.25 Award Notice and Acceptance Period**

Notice of Intent to Award the Contract(s) will be sent to all Bidders submitting a timely Bid. 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. If the apparent successful Bidder 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 Bidder the Agency believes will provide the best value to the State.

**2.26 Definition of Contract**

The full execution of a written contract shall constitute the making of a contract for the goods and/or services requested by the RFB and no Bidder shall acquire any legal or equitable rights relative to the contract for goods and/or services until the contract has been fully executed by the successful Bidder and the Agency.

**2.27 Choice of Law and Forum**

This RFB and the Contract are to be governed by the laws of the state of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Bidders are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFB shall be brought in the appropriate Iowa forum.

**2.28 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. Bidders are responsible to determine the applicability of 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.

**2.29 Appeals**

Appeals of the Notice of Intent to Award are governed by the Agency's Bidder appeal process. Bidders may obtain information about the appeal process from the Issuing Officer and at Iowa Administrative Code chapter 11-117.

**2.30 Price Adjustments to Term Contract(s)**

Bid prices shall remain firm the first year of the contract. Price adjustments may be taken into consideration during the contract renewal process. The State reserves the right to accept or reject any proposed price(s) changes.

**2.31 Registration**

The successful Bidder will be required to register to do business in Iowa before payment can be made. For Bidder registration documents, go to:

[https://vss.iowa.gov/webapp/VSS\\_ON/AltSelfService](https://vss.iowa.gov/webapp/VSS_ON/AltSelfService)

## **2.32 Questions and Requests for Clarification**

Bidders are invited to submit written questions and requests for clarifications regarding the RFB. The questions and requests for clarifications must be received by the Issuing Officer by Close of Business on March 18, 2019. Oral questions will not be permitted. If the questions and requests for clarifications pertain to a specific section of the RFB, the page and section number(s) must be referenced. Written responses to questions and requests for clarifications will be issued in the form of an addendum and sent to Bidders who received RFBs.

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 RFB through an addendum.

**SECTION 3****FORM AND CONTENT OF BIDS****3.1 Instructions**

These instructions prescribe the format and content of the Bid. They are designed to facilitate a uniform review process. Failure to adhere to the Bid format may result in the disqualification of the Bid.

**3.1.1** The Bid shall be typewritten on 8.5" x 11" paper.

**3.1.2** The Bid must be sealed in an envelope. If multiple envelopes for each Bid are used, the envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes shall be labeled with the following information:

**RFB Number: 1219285008**

**RFB Title: Closed Caption Services for State of Iowa**

**Issuing Officer Name: Ken Discher**

**Lead Agency Address: Department of Administrative Services  
Central Procurement & Fleet Services Enterprise  
1305 E Walnut St., Hoover Bldg - Level 3  
Des Moines IA 50319**

***[Bidder's Name and Address]***

The Lead Agency shall not be responsible for misdirected packages or premature opening of Bids if a Bid is not properly labeled.

**3.1.3** One (1) original, one (1) Digital and one (1) copy of the Bid, each in a sealed envelope, shall be timely submitted to the Issuing Officer.

**3.1.4** If the Bidder designates any information in its Bid as confidential pursuant to Section 2.17, the Bidder must also submit one (1) copy of the Bid (and one (1) Digital) from which confidential information has been excised as provided in Section 2.17.

**3.1.5** Bids shall not contain promotional or display materials.

**3.1.6** Attachments shall be referenced in the Bid.

**3.1.7** If a Bidder proposes more than one method of meeting these requirements, each shall be labeled and submitted separately. Each will be evaluated separately.

**3.2 Bid Contents**

The following documents and responses shall be included in the Bid in the order given below:

**3.2.1 Transmittal Letter (Required)**

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

Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of Section 2.17.

### **3.2.2 Table of contents**

The Bidder is encouraged to include a table of contents of its Bid.

### **3.2.3 Executive Summary**

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

**3.2.3.1** Statements that demonstrate that the Bidder has read, understands and agrees with the terms and conditions of the RFB and the proposed contract.

**3.2.3.2** An overview of the Bidder's plans for complying with the requirements of this RFB.

**3.2.3.3** Any other summary information the Bidder deems to be pertinent.

### **3.2.4 Specifications and Technical Requirements**

The Bidder shall address each requirement in Section 4 of the RFB as provided for in that Section.

### **3.2.5 Background Information**

The Bidder shall provide the following general background information:

**3.2.5.1** When awarding a bid opportunity, does your state have a preference for in-state vendors? (Example: Providing to an in-state vendor a % advantage/discount off their cost proposal.) Yes or No. If yes, please include the details of the preference.

**3.2.5.2** Name, address, telephone number, fax number and e-mail address of the Bidder including all d/b/a's or assumed names or other operating names of the Bidder.

**3.2.5.3** Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company.

**3.2.5.4** State of incorporation, state of formation, or state of organization.

**3.2.5.5** Identification and specification the location(s) and telephone numbers of the major offices and other facilities that relate to the Bidder's performance under the terms of this RFB.

**3.2.5.6** Local office address and phone number (if any).

**3.2.5.7** Number of employees.

**3.2.5.8** Type of business.

**3.2.5.9** Name, address, and telephone number of the Bidder's representative to contact regarding all contractual and technical matters concerning this Bid.

**3.2.5.10** The successful Bidder will be required to register to do business in Iowa before payment can be made. For vendor registration documents, go to: <https://das.iowa.gov/procurement/vendors/how-do-business>

**3.2.6 Experience**

The Bidder shall provide the following information regarding its experience:

**3.2.6.1** Number of years in business.

**3.2.6.2** Number of years experience with providing the types of goods and/or services sought by the RFB.

**3.2.6.3** Describe the level of technical experience in providing the types of goods and/or services sought by the RFB.

**3.2.6.4** List all goods and/or services similar to those sought by this RFB that the Bidder has provided to other entities.

**3.2.7 Terminations, Litigation, Debarment**

The Bidder must provide the following information:

**3.2.7.1** During the last five (5) years, has the Bidder had a contract for goods and/or services terminated for any reason? If so, provide full details related to the termination.

**3.2.7.2** During the last five (5) years, describe any damages or penalties or settlements to resolve disputes entered into by Bidder under any of its existing or past contracts as it relates to goods and/or services performed that are similar to the goods and/or services contemplated by this RFB. If so, indicate the reason for the penalty or exchange of property, goods, or services and the estimated amount of the cost of that incident to the Bidder.

**3.2.7.3** During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Bidder to engage in any business, practice or activity.

**3.2.7.4** During the last five (5) years, list and summarize all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Bidder or its officers have been a party.

The Bidder must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the Bid or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a Bid, and with respect to the successful

Bidder after the execution of a contract, must be disclosed in a timely manner in a written statement to the Lead Agency. *See 3.2.10 Certification Letter.*

**3.2.7.5** During the last five (5) years, describe any conditions where the vendor has been on “red light” status with either/both the Universal Service Administrative Company and/or the Federal Communications Commission.

**3.2.8 Cancellation Policy**

For information purposes, Bidder shall provide following details with explanation concerning their Cancellation Policy. NOTE: Associated Cancellation Policy cost charges are to be listed within the Bidder’s Cost Proposal (Attachment #4).

3.2.8.1 Cancellation in 24 hours or less of captioning event

3.2.8.2 Cancellation within 24-48 hours of captioning event

3.2.8.3 Cancellation 48+ hours before captioning event

**3.2.9 Rush Job Policy**

For information purposes, Bidder shall provide details and explanation concerning their Rush Job Policy. NOTE: Associated Rush Job Policy cost charges are to be listed within the Bidder’s Cost Proposal (Attachment #4).

**3.2.10 Captioner Replacement Policy**

For information purposes, Bidder shall provide details and explanation concerning their Captioner Replacement Policy – i.e. contingencies in the event a captioner is unexpectedly unable to perform services for a confirmed captioning event – identify the process and responsibility for finding a replacement. NOTE: Associated Captioner Replacement Policy cost charges and liabilities are to be listed within the Bidder’s Cost Proposal (Attachment #4).

**3.2.11 Certification Letter**

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

**3.2.12 Acceptance of Terms and Conditions**

The Bidder shall specifically agree that the Bid is predicated upon the acceptance of all terms and conditions stated in the RFB. If the Bidder objects to any term or condition, the Bidder must specifically take exception per the RFB Section 6 instructions.

**3.2.13 Authorization to Release Information**

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

#### **3.2.14 Firm Bid Terms**

The Bidder shall guarantee in writing the availability of the goods and/or services offered and that all Bid terms, including price, will remain firm a minimum of 120 days following the deadline for submitting Bids.

### **3.3 Cost**

The Bidder shall provide its Bid for the proposed goods and/or services.

#### **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. The State Pcard and EAP are payment methods, but payments may be made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Bidders shall indicate in their Bid all of the payment methods they will accept.

##### **3.3.1.1 Credit card or ePayables**

The State of Iowa's Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Bidder uses the Pcard or EAP payment methods. Pcard-accepting Bidders must abide by the State of Iowa's Terms of Pcard Acceptance, as provided in Section 6.7 of the RFP. Bidders must provide a statement regarding their ability to meet the requirements of this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

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

Bidders shall provide a statement regarding their ability to accept payment by EFT by ACH. Payments are deposited into the financial institution of the claimant'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)

##### **3.3.1.3 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 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Bidder.

#### **3.3.3 Bidder Discounts**

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



**3.3.3.1 Prompt Payment Discount**

The State can agree to pay in less than sixty (60) days if an incentive for earlier payment is offered.

**3.3.3.2 Cash Discount**

The State may consider cash discounts when scoring Bidder Cost Proposals.

## SECTION 4 SPECIFICATIONS

### Overview

The successful Bidder shall provide the goods and/or services to the Lead Agency and to Buyers issuing Purchase Instruments against the Resulting Contract in accordance with the technical specifications defined in this Section. The Bidder shall address each requirement in this Section and explain how it will comply with each requirement. Bids must be fully responsive to each requirement. Bids must identify any deviations from the requirements of this RFB or requirements the Bidder cannot satisfy. Any deviations from the requirements of Section 4 or any requirement of the RFB that the Bidder cannot satisfy may disqualify the Bidder.

All items listed in this Section are Mandatory (Pass/Fail) Requirements. A successful Bidder must be able to satisfy all these requirements to be deemed a Responsible Bidder. Bidders must mark either **“yes”** or **“no”** to each requirement in their Bids. By indicating “yes”, a Bidder agrees that it shall comply with that requirement throughout the full term of the Resulting Contract, if the Bidder is successful. In addition, for specific requirements, the Bidder shall provide specific references and/or supportive materials to verify the Bidder’s compliance with the requirement. Failure to provide this information may cause the Bid to be deemed non-responsive and therefore rejected. The Lead Agency reserves the right to determine whether the supportive materials submitted by the Bidder demonstrate the Bidder will be able to comply with the Mandatory Requirements. **If the Agency determines the supportive materials do not demonstrate the Supplier will be able to comply with EACH of the Mandatory (Pass/Fail) Requirements, the Lead Agency may disqualify the Bid.**

### 4.1 Mandatory (Pass/Fail) Requirements

**4.1.1** Bidders shall submit a minimum of 2 samples of their closed captioning work that have been completed and used for broadcast within the last 6 months, with a minimum of one performed LIVE and one performed Post-production. Please submit the samples on a USB flash drive or DVD. To the sole satisfaction of IPTV, each Bidder sample must demonstrate 85% or better accuracy with Live captioning guidelines and 90% or better accuracy on Post-production captioning.

**4.1.2** Bidder shall state agreement to comply with FCC rules and regulations regarding closed captioning specified in the following link: <https://www.ecfr.gov/cgi-bin/text-idx?SID=72eb5a624e8dc043293819a5663dffa1&node=47:4.0.1.1.6.1.1.1&rgn=div8=47>.

**4.1.3** Bidder shall agree to provide music lyrics to accompany artist performances.

**4.1.4** Bidder agrees to ensure placement of captions on screen to avoid obscuring on-screen information and graphics (e.g., sports coverage).

**4.1.5** Bidders agrees to provide one or more of the following captioning services. Please indicate and describe which service or services from the list Bidder can provide and indicate and describe any other services Bidder can provide.

- o Live/Real-Time (On-line) closed captioning (English and Spanish)
- o Post-production (Off-line) closed captioning (English and Spanish)
- o Roll-up and pop-on captioning styles
- o Placed captions

**4.1.6** Bidders must be capable and willing to provide files in the following formats: .RTF, .TXT, .DOC, .CAP, .SCC, SRT, .AAF, along with other file formats common to the industry.

**4.1.7** Bidder must be be capable and willing to caption via phone line (voice coupler) connection.

**4.1.8** IPTV shall provide access to a phone line (or other connection where applicable) and encoder and Bidder agrees to provide all other equipment, software, etc.

**4.1.9** Bidder shall agree that all rights to captions and caption files will be kept and maintained by IPTV for unlimited use on broadcast, online and all other multimedia uses.

## SECTION 5 EVALUATION AND SELECTION

### 5.1 Introduction

This section describes the evaluation process that will be used to determine which Bid(s) provide the lowest cost to the Lead Agency and Participating Agencies.

### 5.2 Determination of Responsible Bidder & Responsive Bid

All Bids will first be evaluated to determine if they comply with the Mandatory (Pass/Fail) Requirements described in *Section 4* (i.e. to determine if they, the Bidder, is a Responsible Bidder submitting a Responsive Bid). To be deemed a Responsible Bidder and a Responsive Bid, the Bid must comply with the bid format instructions and answer “Yes” to all parts of *Section 4* and include supportive materials demonstrating the Bidder will be able to comply with the Mandatory Requirements in *Section 4*.

### 5.3 Preferences

#### 5.3.1 Preference to Iowa Products and Services

In accordance with the provisions of Iowa Code § 73.1 a preference will be given to products and provisions grown and coal produced within the State of Iowa, when they are found in marketable quantities in the State and are of a quality reasonably suited to the purpose intended, and can be secured without additional cost over foreign products or products of other states. Preferences required by applicable statute or rule shall also be applied, where appropriate.

#### 5.3.2 Tied Bid

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

In the event of a tied bid between Iowa Bidders, the department shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the Bidders have complied with ESGR standards. Preference, in the case of a tied bid, shall be given to Iowa Bidders complying with ESGR standards.

An award shall be determined by a drawing when responses are received that are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the Bidders who are tied in price. Otherwise the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.

### 5.4 Evaluation Criteria

The Lead Agency will evaluate the Responsive Bids submitted by Responsible Bidders to determine the lowest responsible bidder(s) and will award the Contract(s) to the Bidder(s) submitting the lowest responsible bid(s) based on cost in Table #1. The State, in its sole discretion, reserves the right to award the RFB to one Bidder or to multiple Bidders that will be responsible for performance required under the contract.

### **6.1 Contract Terms and Conditions**

The contract(s) that the Lead Agency expects to award as a result of this RFB will be based upon the final Bid submitted by the successful Bidder and the RFB. The contract between the Lead Agency and the successful Bidder shall be a combination of the specifications, terms and conditions of the RFB, the contract terms and conditions for Services included as an attachment with this Bid in the Bid Opportunities web site, the offer of the Bidder contained in the final Bid submitted by the Bidder, written clarifications or changes made in accordance with the provisions of the RFB, and any other terms deemed necessary by the Lead Agency, except that no objection or amendment by a Bidder to the RFB requirements shall be incorporated by reference into the Contract unless the Lead Agency has explicitly accepted the Bidder's objection or amendment in writing.

The contract terms and conditions for Services (attached in Bid Opportunities web site) will be incorporated into the resulting contract. The contract terms and conditions may be supplemented at the time of contract execution and are provided to enable Bidders to better evaluate the costs associated with the RFB and the potential resulting contract. Bidders should plan on the contract terms and conditions attached in web site as being included in any contract awarded as a result of this RFB. All costs associated with complying with these requirements should be included in any pricing quoted by the Bidder.

**By submitting a Bid, each Bidder acknowledges its acceptance of the RFB specifications and the contract terms and conditions without change except as otherwise expressly stated in its Bid. If a Bidder takes exception to a provision, it must state the reason for the exception and set forth in its Bid the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the RFB may be deemed non-responsive by the State, in its sole discretion, resulting in possible disqualification of the Bid.** The Lead Agency reserves the right to either award a contract(s) without further negotiation with the successful Bidder or to negotiate contract terms with the selected Bidder if the best interests of the Lead Agency would be served.

### **6.2 Contract Length**

The term of the contract will begin and end on the approximate dates indicated on the RFB cover sheet.

The Lead 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 RFB cover sheet.

### **6.3 Special Terms**

Awarded Bidder(s) contract(s) will include provisions requiring:

Performance: Live captioning – Accuracy of 85% +

Post-Production captioning - Accuracy of 90% +

More than three performance failures may result, in State's sole discretion, in suspension of use of Bidder services for a period of time determined by the State. Continued failures may result in discontinuance of the use of Bidder(s) services.

#### 6.4 Insurance

The Contract will require the successful Bidder 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.

Type of Insurance	LIMIT	AMOUNT
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

##### 6.3.1 Claims Provision

All insurance policies required by this Contract must provide coverage on an “occurrence basis” for all claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy.

##### 6.3.2 Liability of Bidder

Acceptance of the insurance certificates by the Department shall not act to relieve Bidder of any obligation under this Contract. It shall be the responsibility of Bidder to keep the respective insurance policies and coverages current and in force during the life of this Contract. Bidder shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Bidder shall have no claim or other recourse against the State or the Department for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Bidder. Notwithstanding any other provision of this Contract, Bidder shall be fully responsible and liable for meeting and fulfilling all of its obligations under this section of the Contract.

#### 6.4 Terms and Conditions for State of Iowa Purchasing Cards

The State of Iowa may pay Bidder’s invoices using its Purchasing Card Program (Pcard). The Pcard is a VISA credit card issued by U.S. Bank to allow authorized employees to make purchases on behalf of the State. It is a faster, more convenient alternative to traditional invoicing and remittance processing, allowing US Bank to pay the Bidder directly, generally within 48 hours of the transaction. Bidder shall comply with security measures for Pcard payments including:

- Bidder shall comply with Payment Card Industry Data Security Standard (PCI DSS) to assure confidential card information is not compromised;
- Bidder shall adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection;

- Bidder shall not write down card numbers or store card information. When accepting orders by phone, Bidder shall process the transaction during the call and send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);
- Bidder shall process payment for items when an order is placed only for items currently in stock and available for shipment, and only for services already rendered;
- Bidder shall confirm that the name of purchaser matches the name on the card;
- Bidder shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or “https” in the web address;
- Bidder shall shred any documentation with credit card numbers.

**Attachment #1  
Certification Letter**

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

**Issuing Officer Name: Ken Discher**

**Agency: Dept. of Administrative Services**

**Agency Address: Department of Administrative Services**

**Central Procurement and Fleet Services Enterprise**

**Hoover Bldg – Level 3**

**1305 E Walnut St**

**Des Moines IA 50319**

Re: RFB1219285008 - BID CERTIFICATIONS

Dear Ken Discher:

I certify that the contents of the Bid submitted on behalf of **(Name of Bidder)** in response to **Agency** for RFB1219285008 for Closed Caption Services are true and accurate. I also certify that Bidder has not knowingly made any false statements in its Bid.

**Certification of Independence**

I certify that I am a representative of Bidder expressly authorized to make the following certifications on behalf of Bidder. By submitting a Bid in response to the RFB, I certify on behalf of the Bidder the following:

1. The Bid 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 Bid has been developed independently, without consultation, communication or agreement with any other Bidder or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Bid 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 Bidder to induce any other Bidder to submit or not to submit a Bid for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Bidder 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 Bidder 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 Bid 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 Bid 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 Bidder 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 Bidders to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Bid in response to the (RFB), the Bidder certifies the following: (check the applicable box)

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

Bidder also acknowledges that the Agency may declare the Bidder’s Bid or resulting contract void if the above certification is false. The Bidder 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) \_\_\_\_\_

**Issuing Officer Name: Ken Discher**  
**Agency: Dept. of Administrative Services**  
**Agency Address: Department of Administrative Services**  
**Central Procurement and Fleet Services Enterprise**  
**Hoover Bldg – Level 3**  
**1305 E Walnut St**  
**Des Moines IA 50319**

Re: RFB1219285008 - AUTHORIZATION TO RELEASE INFORMATION

Dear Ken Discher:

**(Name of Bidder)** hereby authorizes the **Agency** ("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 Bidder in response to RFB1219285008.

The Bidder acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Bidder 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 Bidder is willing to take that risk.

The Bidder 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 Bidder in response to the RFB.

The Bidder 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 Bidder's Bid submitted in response to RFB.

The Bidder 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 Bidder's Bid. The Bidder 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 Bidder 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 Bidder in response to RFB.

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

**1. Confidential Treatment Is Not Requested**

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

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

A Bidder requesting confidential treatment of specific information shall: (1) fully complete and sign Part 2 of Form 22, (2) conspicuously mark the outside of its Bid as containing confidential information, (3) mark each page upon which the Bidder 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 Bidder: (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 Bidder 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 RFB.** 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 Bid 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. Bidders may not request confidential treatment with respect to pricing information and transmittal letters. A Bidder’s request for confidentiality that does not comply with this form or a Bidder’s request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting Bidder’s Bid as non-responsive. Requests to maintain an entire Bid as confidential will be rejected as non-responsive.**

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

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

This Form must be signed by the individual who signed the Bidder's Bid. The Bidder shall place this Form completed and signed in its Bid.

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

_____ Company	_____ RFB Number	_____ RFB 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 Bidder is requesting confidential treatment of any information submitted in its Bid.**

**NOTE:**

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

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

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

RFB Section:	Bidder must cite the specific grounds in <i>Iowa Code Chapter 22</i> or other applicable law which supports treatment of the information as confidential.	Bidder must justify why the information should be kept in confidence.	Bidder must explain why disclosure of the information would not be in the best interest of the public.	Bidder must provide the name, address, telephone, and email for the person at Bidder'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 Bidder's Bid. The Bidder shall place this Form completed and signed in its Bid. A copy of this document shall be placed in all Bids submitted including the Public Copy.

- ***If confidentiality is requested, failure to provide the information required on this Form may result in rejection of Bidder's submittal to request confidentiality or rejection of the Bid 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 Bid. If signing this Part 2, do not complete Part 1.***

\_\_\_\_\_  
Company

\_\_\_\_\_  
RFB Number

\_\_\_\_\_  
RFB Title

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attachment #4**  
**Cost Proposal**

Bidder's Cost Proposal costs shall be all-inclusive, itemized costs in U.S. Dollars (including all travel, expenses, etc. within costs/fees) for the specific designated items. All pricing to be FOB Destination, freight cost and all expenses included; and based on Net 60 Days Payment Terms. Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a vendor.

**Cost Table #1 (used to determine lowest cost)**

Grand Total Cost (both columns total) of following table will be used to calculate lowest cost among Bidders. Bidder may NOT change any part of Table #1, whether through listing exceptions or through footnotes. Bidder Costs listed in this table must be consistent with the costs provided in the following Cost Table #2.

<b>Service:</b>	<b>Fee per ½ hour program</b>	<b>Fee per hour-long program</b>
Live/Real-Time (On-line) Captioning		
Post-Production (Off-line) Captioning (Placed captions)		
Post-Production (Off-line) Captioning (Non-placed captions)		
<b>TOTAL EACH COLUMN:</b>		
	<b>GRAND TOTAL BOTH COLUMNS:</b>	

## Cost Table #2

(include explanation for any exceptions, discounts, necessary notice times, etc.)

If a service is not available, indicate that with "N/A"

Deliverable Item:	Fee per ½ hour program	Fee per hour- long program	Fee per minute (if applicable)	Turnaround Time
<b>All services below shall include all styles (roll-up, pop-on, etc.) and placed captions (if fees vary based on style, method or type, please provide each fee separately with an explanation. Expand table as needed):</b>				
Live/Real-Time (On-line) Closed Captioning				
Post-production (Off-line) Closed Captioning				
Transcription				
Re-captioning (if requested)				
Spanish language Closed Captioning – Live				
Spanish language Closed Captioning – Post-production				
Closed Captioning for Languages other than English or Spanish – Live				
Closed Captioning for Languages other than English or Spanish – Post-production				
Translation English to Spanish/Spanish to English				

Please add additional table rows and pages if you have other fee information to share, including hourly rates or flat rates for different types of captioning services and scenarios. Provide full explanation of all services and associated policies.