

Request for Proposal

RFP Cover Sheet

Administrative Information:

TITLE OF RFP:	IPTV Transcode Solution	RFP Number:	1217285014
Agency:	Department of Administrative Services on behalf of Iowa Public TV		
State seeks to purchase:	Transcode solution for moving media	Available to Political Subdivisions?	No
Number of mos. or yrs. of the initial term of the contract:	1	Number of possible annual extensions:	5
Approximate Contract term beginning:	June 15, 2017	Ending:	June 14, 2018
State Issuing Officer:			
Name: Ken Discher, DAS Procurement			
Phone e-Mail and Fax: 515 281-6380 Ken.Discher@iowa.gov 515 725-0133			
Mailing Address: Ken Discher, Dept. of Administrative Services (DAS) Central Procurement Bureau 1305 E. Walnut St. Hoover Bldg. – Level 3 Des Moines, IA 50319			
PROCUREMENT TIMETABLE—Event or Action:		Date/Time (Central Time):	
State Posts Notice of RFP on TSB website		Date: April 21, 2017	
State Issues RFP		Date: April 25, 2017	
Proposals Due Date:		Date: May 8, 2017	
Proposals Due Time:		Time: 3 PM (Central time)	
Approximate Date to issue Notice of Intent to Award:		June 1, 2017	
Approximate Date to execute contract:		June 15, 2017	
Relevant Websites:	Web-address:		
Internet website where Addenda to this RFP will be posted:	http://bidopportunities.iowa.gov/?pgname=viewall		
Internet website where contract terms and conditions are posted:	http://bidopportunities.iowa.gov/?pgname=viewall		
Number of Copies of Proposals Required to be Submitted:		1 Original, 1 Copy, & 1 Digital	
Firm Proposal Terms Per Section 3.2.11, the minimum Number of Days following the deadline for submitting proposals that the Contractor guarantees all proposal terms, including price, will remain firm:		180 Days	

TABLE OF CONTENTS

SECTION 1. INTRODUCTION	4
1.1. Purpose	4
1.2. Definitions	4
1.3. Overview of the RFP Process	5
1.4. Purpose and Objective	5
1.5. Background Information	5-6
SECTION 2. ADMINISTRATIVE INFORMATION	7
2.1. Issuing Officer	7
2.2. Restriction on Communication	7
2.3. Downloading the RFP from the Internet.....	7
2.4. Procurement Timetable	7
2.5. Questions, Requests for Clarification, and Suggested Changes	7-8
2.6. Amendment to the RFP.....	8
2.7. Amendment and Withdrawal of Proposal	8
2.8. Submission of Proposals	8
2.9. Proposal Opening.....	8
2.10. Costs of Preparing the Proposal.....	8
2.11. No Commitment to Contract	9
2.12. Rejection of Proposals	9
2.13. Nonmaterial Variances.....	10
2.14. Reference Checks.....	10
2.15. Information from Other Sources	10
2.16. Verification of Proposal Contents	10
2.17. Proposal Clarification Process.....	10
2.18. Disposition of Proposals.....	10-11
2.19. Public Records and Requests for Confidential Treatment	11-12
2.20. Copyright Permission	12
2.21. Release of Claims	12
2.22. Contractor Presentations.....	12
2.23. Evaluation of Proposals Submitted	12
2.24. Award Notice and Acceptance Period	12
2.25. No Contract Rights Until Execution.....	12
2.26. Choice of Law and Forum.....	13
2.27. Restrictions on Gifts and Activities	13
2.28. No Minimum Guaranteed.....	13
2.29. Appeals.....	13
SECTION 3. FORM AND CONTENT OF PROPOSALS	14
3.1. Instructions	14-15
3.2. Technical Proposal	15-17
3.3. Cost Proposal	17-18

SECTION 4. SPECIFICATION AND TECHNICAL REQUIREMENTS.....	19
Overview	19
4.1. Mandatory (Pass/Fail) Technical Requirements	19-20
4.2. Scored Technical Requirements.....	20-21
SECTION 5. EVALUATION AND SELECTION	22
5.1. Introduction	22
5.2. Evaluation Committee	22
5.3. Proposal Evaluation and Scoring.....	22
5.4. Cost Proposal Scoring.....	22-23
5.5. Tied Bid and Preferences.....	23
SECTION 6. CONTRACTURAL TERMS AND CONDITIONS.....	24
6.1. Contract Terms and Conditions	24
6.2. Contract Length.....	24
6.3. Insurance.....	24-25
6.4. Terms and Conditions for State of Iowa Purchasing Cards.....	25
Attachment #1: Certification Letter	26-27
Attachment #2: Authorization to Release Information Letter.....	28
Attachment #3: Form 22-Request for Confidentiality.....	29-31
Attachment #4: Vendor Response Check List	32
Attachment #5: Cost Proposal	33-33

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Contractors to provide the goods and/or services identified on the RFP cover sheet and further described in Section 4 of this RFP to the Agency identified on the RFP cover sheet. The Agency intends to award a Contract(s) beginning and ending on the dates listed 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” means the agency identified on the RFP cover sheet that is issuing the RFP and any other agency that purchases from the Contract.

“Contract” means the contract(s) entered into with the successful Contractor(s) as described in Section 6.

“Contractor” means a vendor submitting Proposals in response to this RFP.

“General Terms and Conditions” means the General Terms and Conditions for Goods Contracts as referenced on the RFP cover page.

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

“Responsible Contractor” means a Contractor that has the capability in all respects to perform the requirements of the Contract. In determining whether a Contractor is a Responsible Contractor, the Agency may consider various factors including, but not limited to, the Contractor’s competence and qualifications to provide the goods or services requested, the Contractor’s integrity and reliability, the past performance of the Contractor 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 identified on the Contract Declarations & Execution Page(s), 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

Contractors will be required to submit their Proposals in hardcopy and on CD-ROM. It is the Agency's intention to evaluate Proposals from all Responsible Contractors that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 5, Evaluation and Selection

1.4 Purpose and Objective

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified providers for the purchase of a transcode solution for moving media from IPTV's Avid editing suites directly to their on air Harmonic/Omneon Spectrum video server.

1.5 Background Information

This RFP is designed to provide Responsible Contractors with the information necessary 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 Contractor is responsible for determining all factors necessary for submission of a comprehensive Proposal.

Iowa Public Television is seeking the purchase of a transcode solution for moving media from IPTV's Avid editing suites directly to their on air Harmonic/Omneon Spectrum video server. These will be files created by IPTV's Avid edit suites and their communications department. The work flow from the IPTV production department is generally long form media. Communications department produces short form media such as promotional and underwriter spots.

Contractors that receive a high score in the Scored Technical Requirements may be asked to provide an in-house demonstration of their proposed solution (see RFP Section 2.22).

Other uses of the transcode solution will be for the IPTV WEB. The current WEB workflow is listed below.

NOTE: IPTV is open to contractor solutions that improve the effectiveness and efficiency of their workflows. As part of their proposal, Contractors are encouraged to explain any such workflow changes that their solutions offer and how those changes would improve IPTV's current workflow.

CURRENT WORKFLOW:

Files used by the WEB team will be different formats than used for Avid to Omneon.

Archiving media files:

Once a video is ready, it is exported from Avid into IPTV's current "mezzanine" 720p.mov QuickTime format. That mezzanine video is dropped onto a designated watch folder which further transcodes the file to a 720p .mp4 file which is about ¼ the file size, makes it more compatible for YouTube and PBS/COVE and also applies a watermarked IPTV bug in the lower-right-hand corner. In some cases, audio is being transcoded in these watch folders (from .wav to .mp3 for example).

IPTV has intelligence built into some of these watch folders to determine the file format/content going in, and what file format and location to shoot out the other side.

The current transcoding solution sends out email notifications at the beginning and end of a transcode and, if there is an error, Target (.mp4) files that have been transcoded from the (.mov) QuickTime files are then uploaded to either (or both) YouTube or PBS/COVE services. Caption files (.scc) are also uploaded to YouTube and/or PBS/COVE with the video.

Live Streaming:

IPTV uses Wirecast software to live stream video and do basic video switching. They also use this to dynamically apply an IPTV watermark bug in the corner depending on the need. IPTV simultaneously captures a local archive video which closely matches the spec of their .mp4 video mentioned in the "Archive Video" section above.

In addition, IPTV uses CaptionMaker software to stream live captions in a separate stream (same stream ID). The audio/video and caption streams are merged together at a content delivery network (CDN) for live streaming services.

The new transcoder solution will need the ability to schedule the times when media is set to YouTube or PBS/COVE services

(WEB) Video Formats: .mov, .mp4

(WEB) Audio Formats: .wav, .mp3

Avid files exported to the Omneon video server are:

- XDCAM MXF OP1a (Maintains captions) and 8 tracks audio

- Video Format: HD 50 Mbits

- Audio Bit Depth: 24 Bit

- Aspect Ratio 16:9

The Omneon video server uses QuickTime MOV files for playback.

Section 2 ADMINISTRATIVE INFORMATION

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, Contractors 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 2.5. Oral questions related to the interpretation of this RFP will not be accepted. Contractors may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Contractors may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

2.3 Downloading the RFP from the Internet

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

2.4 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 Contractor submissions, the Agency will issue an addendum to the RFP.

2.5 Questions, Requests for Clarification, and Suggested Changes

Contractors are invited to submit written questions and requests for clarifications regarding the RFP. Contractors may also submit suggestions for changes to the requirements of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer 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, Contractor shall reference the page and section number(s). The Agency plans to post written responses to questions, requests for clarifications, or suggestions received from Contractors on or before the date listed on the RFP cover sheet. 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 Amendment to the RFP

The Agency reserves the right to amend the RFP at any time using an addendum. The Contractor 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 Contractors to amend their Proposals in response to the addendum.

2.7 Amendment and Withdrawal of Proposal

The Contractor 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 Contractor and received by the time set for the receipt of Proposals. Electronic mail and faxed amendments will not be accepted. Contractors must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

2.8 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 requirement and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and returned unopened to the Contractor.** Contractors mailing Proposals must allow ample mail delivery time to ensure timely receipt of their Proposals. It is the Contractor'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.

Contractors must furnish all information necessary to enable the Agency to evaluate the Proposal. Proposals that fail to meet the mandatory requirements of the RFP will be rejected. Oral information provided by the Contractor shall not be considered part of the Contractor's Proposal unless it is reduced to writing.

2.9 Proposal Opening

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

2.10 Costs of Preparing the Proposal

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

2.11 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.

2.12 Rejection of Proposals

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

- 2.12.1** The Contractor fails to deliver the cost proposal in a separate envelope.
- 2.12.2** The Contractor acknowledges that a mandatory requirement of the RFP cannot be met.
- 2.12.3** The Contractor's Proposal changes a material requirement of the RFP or the Proposal is not compliant with the mandatory requirements of the RFP.
- 2.12.4** The Contractor's Proposal limits the rights of the Agency.
- 2.12.5** The Contractor fails to include information necessary to substantiate that it will be able to meet a requirement of the RFP as provided in Section 3 of this RFP.
- 2.12.6** The Contractor fails to timely respond to the Agency's request for information, documents, or references.
- 2.12.7** The Contractor fails to include Proposal Security, if required.
- 2.12.8** The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- 2.12.9** The Contractor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the requirements of this RFP.
- 2.12.10** The Contractor initiates unauthorized contact regarding the RFP with state employees.
- 2.12.11** The Contractor provides misleading or inaccurate responses.
- 2.12.12** There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Agency from other sources) to satisfy the Agency that the Contractor is a Responsive Contractor.
- 2.12.13** The Contractor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.

2.13 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, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Contractors, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the requirements of the RFP. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Contractor from full compliance with RFP specifications or other Contract requirements if the Contractor is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

2.14 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 Contractor's qualifications and the qualifications of any subcontractor identified in the Proposal.

2.15 Information from Other Sources

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

2.16 Verification of Proposal Contents

The content of a Proposal submitted by a Contractor 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.

2.17 Proposal Clarification Process

The Agency reserves the right to contact a Contractor 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 Contractor has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Contractor's Proposal. The Agency will not consider information received from or through Contractor if the information materially alters the content of the Proposal or the type of goods and/or services the Contractor is offering to the Agency. An individual authorized to legally bind the Contractor 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.

2.18 Disposition of Proposals

All Proposals become the property of the State and shall not be returned to the Contractor. Once the Agency issues a Notice of Intent to Award the Contract, the contents of all Proposals will be in the public domain and be available for inspection by interested parties,

except for information for which Contractor properly requests confidential treatment or according to exceptions provided in *Iowa Code Chapter 22* or other applicable law.

2.19 Public Records and Requests for Confidential Treatment

The Agency's release of public records is governed by Iowa Code chapter 22. Contractors 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 Contractor as non-confidential records unless Contractor 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.**

A Contractor requesting confidential treatment of specific information must: (1) fully complete Form 22, (2) identify the request in the transmittal letter with the Contractor's Proposal, (3) conspicuously mark the outside of its Proposal as containing confidential information, (4) mark each page upon which confidential information appears, and (5) 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 Contractor: (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 Contractor 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 RFP. 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 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. Contractors may not request confidential treatment with respect to pricing information and transmittal letters. A contractor's request for confidentiality that does not comply with this section or a contractor's request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting contractor'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 Contractor has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such material, Contractor shall, at its sole expense, appear in such action and defend its request for confidentiality. If Contractor fails to do so, Agency may release the information or material with or without providing advance notice to Contractor and with or without affording Contractor the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Contractor fails to comply with the request process set forth herein, if Contractor's request for confidentiality is unreasonable, or if Contractor rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Contractor and with or without

affording Contractor the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

2.20 Copyright Permission

By submitting a Proposal, the Contractor 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 Contractor 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.

2.21 Release of Claims

By submitting a Proposal, the Contractor 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 Contractor with pertinent information in this RFP.

2.22 Contractor Presentations

Contractors 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 Contractor to illustrate the Contractor's Proposal. The presentation shall not materially change the information contained in the Proposal.

2.23 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 Contractor offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Contractor(s) whose Responsive Proposal the agency believes will provide the best value to the Agency and the State.

2.24 Award Notice and Acceptance Period

Notice of Intent to Award the Contract(s) will be sent to all Contractors 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 Contractor 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 Contractor the Agency believes will provide the best value to the State.

2.25 No Contract Rights until Execution

No Contractor 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.

2.26 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. Contractors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

2.27 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. Contractors 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.

2.28 No Minimum Guaranteed

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

2.29 Appeals

Appeals of the Notice of Intent to Award are governed by the Agency's vendor appeal process. Contractors may obtain information about the appeal process from the Issuing Officer and at Iowa Administrative Code chapter 11-7 and 11-117.

3.1 Instructions

These instructions prescribe 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 a 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 a separate sealed envelope. 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:

RFP Number: 1217285014

RFP Title: IPTV Transcode Solution

Issuing Officer Name: Ken Discher

**Lead Agency Address: Dept. of Administrative Services (DAS)
Central Procurement
1305 E. Walnut St.
Hoover Bldg. – Level 3
Des Moines, IA 50319**

[Contractor's Name and Address]

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

1 Original, 1 Digital, and 1 Copy of the Technical Proposal (and, if submitted, a Public Copy, hard & digital) 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, both hard & digital copies)

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

3.1.2 If the Contractor designates any information in its Proposal as confidential pursuant to Section 2, the Contractor 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".

3.1.3 Proposals shall not contain promotional or display materials.

3.1.4 Attachments shall be referenced in the Proposal.

3.1.5 If a Contractor proposes more than one solution to the RFP requirements, each shall be labeled and submitted separately and each will be evaluated separately.

3.2 Technical Proposal

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

3.2.2 Transmittal Letter (Required)

An individual authorized to legally bind the Contractor shall sign the transmittal letter. The letter shall include the Contractor'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.

3.2.3 Table of Contents

The Contractor shall include a table of contents of its Proposal and submit the vendor response check list per Attachment 4.

3.2.4 Executive Summary

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

3.2.4.1 Statements that demonstrate that the Contractor has read, understands and agrees with the terms and conditions of the RFP including the contract provisions in Section 6;

3.2.4.2 An overview of the Contractor's plans for complying with the requirements of this RFP; and

3.2.4.3 Any other summary information the Contractor deems to be pertinent.

3.2.5 Vendor Background Information

The Contractor 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 Contractor including all d/b/a's or assumed names or other operating names of the Contractor and any local addresses and phone numbers;
- 3.2.5.3** Form of business entity, i.e., corporation, partnership, proprietorship, Limited Liability Company (LLC);
- 3.2.5.4** State of incorporation, state of formation, or state of organization;
- 3.2.5.5** The location(s), including address and telephone numbers, of the offices and other facilities that relate to the Contractor's performance under the terms of this RFP;
- 3.2.5.6** Number of employees;
- 3.2.5.7** Type of business;
- 3.2.5.8** Name, address and telephone number of the Contractor's representative to contact regarding all contractual and technical matters concerning the Proposal;
- 3.2.5.9** Name, address and telephone number of the Contractor's representative to contact regarding scheduling and other arrangements;
- 3.2.5.10** Name, contact information and qualifications of any subcontractors who will be involved with this project that the Contractor proposes to use and the nature of the goods and/or services the subcontractor would perform;
- 3.2.5.11** Contractor's accounting firm;
- 3.2.5.12** The successful Contractor will be required to register to do business in Iowa before payments can be made. For vendor registration documents, go to: <https://das.iowa.gov/procurement/vendors/how-do-business>

3.2.6 Termination, Litigation, Debarment

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

- 3.2.6.1** Has the Contractor had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination;
- 3.2.6.2** Describe any damages or penalties assessed against or dispute resolution settlements entered into by Contractor 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;
- 3.2.6.3** Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Contractor to engage in any business, practice or activity;
- 3.2.6.4** A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Contractor or its officers have been a party;

3.2.6.5 Any irregularities discovered in any of the accounts maintained by the Contractor on behalf of others. Describe the circumstances and disposition of the irregularities; and

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 Contractor. Contractor 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.

3.2.7 Criminal History and Background Investigation

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

3.2.8 Acceptance of Terms and Conditions

By submitting a Proposal, Contractor 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 Contractor 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 Contractor's exceptions or responses materially alter the RFP, or if the Contractor 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.

3.2.9 Certification Letter

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

3.2.10 Authorization to Release Information

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

3.2.11 Firm Proposal Terms

The Contractor 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 180 days following the deadline for submitting Proposals.

3.3 Cost Proposal

The Contractor shall provide its cost proposal in a separately sealed envelope for the proposed goods and/or services. See Attachment 5.

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 preferred payment methods, but payments made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Contractors shall provide payment acceptance information in this Section 3.3.1 in their Cost Proposals. **This information will not be scored as part of the Cost Proposal or evaluated as part the Technical Proposal.**

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 Contractor uses the Pcard or EAP payment methods. Pcard-accepting Contractors must abide by the State of Iowa's Terms of Pcard Acceptance, as provided in Section 6.4 of the RFP. Contractors must provide a statement regarding their ability to meet the requirements in 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)

Contractors 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

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 Vendor/Contractor.

3.3.3 Contractor Discounts

Contractors 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 Cost Proposals.

Overview

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

4.1 Mandatory (Pass/Fail) Technical Requirements

All items listed in this Section 4.1 are Mandatory Requirements. A pass/fail evaluation will be utilized for these requirements. **Contractors must mark either “yes” or “no” to each Section 4.1 Mandatory (Pass/Fail) Requirement in their Proposals.** By indicating “yes” a Contractor agrees that it shall comply with that requirement throughout the full term of the Contract, if the Contractor is successful. In addition, if specified by the requirements or if the context otherwise requires, the Contractor shall provide references and/or supportive materials to verify the Contractor’s compliance with the requirement. The Agency shall have the right to determine whether the supportive information and materials submitted by the Contractor demonstrate the Contractor will be able to comply with the Mandatory Requirements. If the Agency determines the responses and supportive materials do not demonstrate the Supplier will be able to comply with the Mandatory Requirements, the Agency may reject the Proposal. **Contractor must be able to meet the requirements of EACH Mandatory (Pass/Fail) Requirement in this Section 4.1 or the Lead Agency (DAS) will reject the Proposal.**

4.1.1 It is required that when files from Avid edit suites are transferred to the Harmonic/Omneon video server, the file format be the same as the one currently used by the Omneon server. The Omneon format we use is an MPEG2 Quicktime wrapper.

4.1.2 Hardware Specifications

The contractor must confirm, “yes” or “no”, whether the proposed hardware meets or exceeds each of the following minimum specifications. In order to help clarify, please provide additional information/explanation where beneficial.

4.1.2.1 Windows Server 2012 Operating System (OS)

4.1.2.2 NVidia Tesla K40 Single Kepler-based GPU card with 12GB RAM or better
minimum 40 virtual cores

4.1.2.3 Minimum 2.0TB Raid-0 Enterprise Class 2TB SATA 6Gb/s SSD drives for media drive

4.1.2.4 Scalability: Capable of scaling from a single server to multiple servers as needed for increased workload

4.1.2.5 Dual hot swappable power supplies

4.1.2.6 Dual RJ45 10G-T w/support for 10Base-T, 100Base-TX and 1000Base-T Ethernet adapter

4.1.2.7 Server must be 1RU

4.1.3 Software Specifications

The contractor must confirm, “yes” or “no”, whether the proposed software meets or exceeds each of the following minimum specifications. In order to help clarify, please provide additional information/explanation where beneficial.

4.1.3.1 Windows Server 2012 64-bit R1/R2

4.1.3.2 Decode broadcast, MPEG-2/4/H.264, WEB, IPTV, MXF, and mobile formats

4.1.3.3 Watch “hot” folders and delivery of files

4.1.3.4 Provides email notification

4.2 Scored Technical Requirements

All items listed below are Scored Technical Requirements. They will be evaluated and scored by the evaluation committee in accordance with Section 5. For each requirement in Section 4.2, Contractors shall provide a short narrative on how they will meet the requirement or how they will provide an alternative(s). Contractors may include screen capture images, use case diagrams, swim lane diagrams, and business process diagrams to illustrate how the Contractor proposed solution meets a specific requirement.

4.2.1 Experience

The Contractor must provide the following information regarding its experience:

4.2.1.1 Number of years in business;

4.2.1.2 Number of years of experience providing the types of goods and/or services sought by the RFP;

4.2.1.3 Letters of reference from three (3) previous customers or clients knowledgeable of the Contractor’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.

4.2.2 Transcode Avid media to Omneon Spectrum video server format for on air playout. The Omneon format we use is an MPEG2 Quicktime wrapper.

4.2.3 The solution will “also” be capable of transcoding Avid Media to MXF format for playout on the Omneon video server.

4.2.4 Capable of encoding mobile and web formats?

- 4.2.5** Windows Server 2012 Operating System (OS) 64-bit?
- 4.2.6** Windows SQL 2012 Standard 64-bit?
- 4.2.7** Minimum dual 2.6Ghz, ten core processors w/ GPU acceleration, 32GB DDR memory w/ability to add more memory as needed?
- 4.2.8** NVidia Tesla K40 Single Kepler-based GPU card with minimum 12GB RAM and 40 virtual cores?
- 4.2.9** Minimum 2.0TB Raid-0 Enterprise Class 1TB SATA 6Gb/s SSD drives for media drive?
- 4.2.10** Minimum of 2 (x16) PCI-E 3.0, 1 (x8) PCI-E 3.0 (in x16), 2 USB 3.0 I/O?
- 4.2.11** Ultra HD and 4K ready including up-conversion of HD content?
- 4.2.12** Support for up-conversion, down-conversion, and standards conversion?
- 4.2.13** Preservation of time code, captions, VANC, AFD during transcoding?
- 4.2.14** 100% compatibility w/ Telestream Caption Maker, MacCaption & Enterprise software?
- 4.2.15** Capable of scheduling capture operations using CalDAV?
- 4.2.16** Active Format Descriptor (AFD) codes able to pass through?
- 4.2.17** Able to transcode surround sound and DVS (descriptive video service) files from Avid to Omneon?
- 4.2.18** 24/7/365 scheduling?
- 4.2.19** Minimum dual 2.6Ghz, 10 core processors w/ GPU acceleration, 32GB DDR memory?
- 4.2.20** Operations via RS-422 protocol?
- 4.2.21** SQL 2012 64-bit / Standard (SQL will run on transcode server)?
- 4.2.22** Ability to schedule capture operations?
- 4.2.23** Hands-free automated workflow?
- 4.2.24** Provides a minimum of 4-years support (after successful completed installation) for Windows Server 2012 and SQL 2012?
- 4.2.25** System Support explanation
 - 4.2.25.1** The first year will be covered by the manufacturer's warranty, and will cover hardware replacement and all software/firmware updates. There will be no cost for software & firmware updates for the duration of the first year. Iowa Public Television may, at IPTV's option, renew the software and hardware support each year for five additional years. This support should cover hardware repair and or replacement and software support including 24/7 phone, email & remote trouble shooting support and no cost for software & firmware updates for the duration of the five year service contract. Provide a copy of proposed contractor support plan and explain how it will meet the above.

5.1 Introduction

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

5.2 Evaluation Committee

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

5.3 Proposal Evaluation and Scoring

All Technical Proposals will be evaluated to determine if they comply with the Mandatory Requirements and Scored Technical Requirements described in Sections 4.1 and 4.2. To be deemed a Responsive Proposal, the Proposal must:

- Answer “Yes” to all parts of Section 4.1 and include supportive materials as required to demonstrate the Contractor will be able to comply with each of the Mandatory Requirements in that section and
- Describe how vendor has the ability to meet the basics for each of the Scored Technical Requirements in Section 4.2.

An addendum identifying the points assigned to scored technical and cost evaluation criteria will be posted prior to the RFP due date and time.

5.4 Cost Proposal Scoring

After the Technical Proposals have been scored, the evaluation committee will open and score the Cost Proposals.

To assist the agency in evaluating, Cost Proposals may be evaluated and points awarded as follows. The Cost Proposals will remain sealed during the evaluation of the Technical Proposal and any Bidder Demonstration. Only prospective contractors that meet all of the requirements described above in Section 5.3 will be considered during the cost evaluation phase of the review process. The compliant prospective contractor’s technical points will be added to the cost points, to obtain the total points awarded for the proposal. The Cost Proposals will be ranked from lowest cost to the most expensive. The lowest total cost shall receive the maximum number of points available in this section. To determine the number of points to be awarded for all qualifying Cost Proposals, the lowest total cost proposal amount will be used in all cases as the numerator. Each of the other bids will be used as the denominator. The percentage will then be multiplied by the maximum number of points and the resulting number will be the cost points awarded to other compliant contractors. Percentages and points will be rounded to the nearest whole number.

Example:

Contractor A quotes \$35,000; Contractor B quotes \$45,000 and Contractor C quotes \$65,000.

Contractor A: $\frac{\$35,000}{\$35,000} =$ Receives 100% of available points on cost.

Contractor B: $\frac{\$35,000}{\$45,000} =$ Receives 78% of available points on cost.

Contractor C: $\frac{\$35,000}{\$65,000} =$ Receives 54% of available points on cost.

5.5 Tied Bid and Preferences

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 contractors 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.

Notwithstanding the foregoing, if a tied bid involves an Iowa-based contractor or products produced within the State of Iowa and a contractor based or products produced outside the State of Iowa, the Iowa contractor will receive preference. If a tied bid involves one or more Iowa contractors and one or more contractors outside the state of Iowa, a drawing will be held among the Iowa contractors only.

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

Second preference in tied bids will be given to contractors based in the United States or products produced in the United States over contractors based or products produced outside the United States.

Preferences required by applicable statute or rule shall also be applied, where appropriate.

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 in accordance with the provisions of the RFP, the document, "Contracts-Goods-State General T&Cs-eff 5-1-16", the offer of the successful Contractor contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Contractor to the provisions or terms and conditions of the RFP or the document, "Contracts-Goods-State General T&Cs-eff 5-1-16", shall be incorporated into the Contract unless Agency has explicitly accepted the Contractor's objection or amendment in writing.

The document, "Contracts-Goods-State General T&Cs-eff 5-1-16", will be incorporated into the Contract. The document, "Contracts-Goods-State General T&Cs-eff 5-1-16", may be supplemented at the time of contract execution and is provided to enable Contractors to better evaluate the costs associated with the RFP requirements and the Contract. All costs associated with complying with these requirements should be included in any pricing quoted by the Contractor.

By submitting a Proposal, Contractor acknowledges its acceptance of the terms and conditions of the RFP and the document, "Contracts-Goods-State General T&Cs-eff 5-1-16", without change except as otherwise expressly stated in its Proposal. If the Contractor 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 the document, "Contracts-Goods-State General T&Cs-eff 5-1-16", language it proposes to include in place of the provision. If Contractor's exceptions or proposed responses materially alter the RFP, or if the Contractor 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 Contractor or to negotiate Contract terms with the successful Contractor 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 approximate 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.

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

6.4 Terms and Conditions for State of Iowa Purchasing Cards

The State of Iowa shall pay Contractor's invoices using its Purchasing Card Program (Pcard) whenever possible. 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 Contractor directly, generally within 48 hours of the transaction. Contractor shall comply with security measures for Pcard payments including:

- Contractor shall comply with Payment Card Industry Data Security Standard (PCI DSS) to assure confidential card information is not compromised;
- Contractor shall adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection;
- Contractor shall not write down card numbers or store card information. When accepting orders by phone, Contractor shall process the transaction during the call and send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);
- Contractor 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;
- Contractor shall confirm that the name of purchaser matches the name on the card;
- Contractor shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or "https" in the web address;
- Contractor shall shred any documentation with credit card numbers.

Attachment #1: Certification Letter

Alterations to this document are prohibited, see section 2.12.13.

[Date]

Ken Discher, Issuing Officer
Department of Administrative Services
Central Procurement Bureau
1305 E. Walnut St.
Hoover Bldg. – Level 3
Des Moines, IA 50319

Re: RFP Number 1217285014
PROPOSAL CERTIFICATIONS

Dear Ken Discher:

I certify that the contents of the Proposal submitted on behalf of **[Name of Contractor]** (Contractor) in response to the Department of Administrative Services Request for **RFP Number 1217285014 for an IPTV Transcode Solution** are true and accurate. I also certify that Contractor has not knowingly made any false statements in its Proposal.

Certification of Independence

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

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

Certification Regarding Debarment

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

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

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

Pursuant to Iowa Code sections 423.2(10) and 423.5(4) (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 Contractor certifies the following: (check the applicable box)

- ☐ Contractor is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code Chapter 423; or
- ☐ Contractor is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(47) and (48)(2016).

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

Sincerely,

Signature

Name and Title of Authorized Representative Date

Attachment #2: Authorization to Release Information Letter

Alterations to this document are prohibited, see section 2.12.13.

[Date]

Ken Discher, Issuing Officer
Department of Administrative Services
DAS Central Procurement Bureau
1305 E. Walnut St.
Hoover Bldg. – Level 3
Des Moines, IA 50319

Re: RFP Number 1217285014 - AUTHORIZATION TO RELEASE INFORMATION

Dear Ken Discher:

[Name of Contractor] _____ **(Contractor)** hereby authorizes the 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 Contractor in response to Request for Proposal (RFP) Number **1217285014**.

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

The Contractor 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 Contractor in response to the RFP.

The Contractor 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 Contractor's Proposal submitted in response to RFP.

The Contractor 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 Contractor's Proposal. The Contractor 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 Contractor 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 Contractor 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

Per Section 2.19 of the Request for Proposal (RFP), a Contractor requesting portions of its Proposal be maintained in confidence must complete this form and submit it with its Proposal. Contractors should read and familiarize themselves with chapter 22 of the Iowa Code regarding release of public records before completing this form. Section 2.19 of the RFP provides the Contractor instructions regarding how to request confidential treatment of portions of its Proposal.

NOTE: Completion of this Form is the sole means of requesting confidential treatment. Completion of the form and agency's acceptance of Contractor's submission does not guarantee the agency will grant Contractor's request for confidentiality. The agency may reject Contractor's Proposal entirely in the event Contractor requests confidentiality and does submit a fully completed Form or requests confidentiality for portions of its Proposal that are improper under the RFP.

To request confidentiality, Contractor must provide the following information:

- 1 ☐ Contractor must present its request for confidentiality in the transmittal letter of its proposal.
Check box when completed.
- 2 ☐ Contractor must conspicuously mark confidential material in its proposal in accordance with section 2.19 Public Records and Requests for Confidential Treatment. **Check box when completed.**
- 3 Contractor must specifically identify and list the proposal section(s) for which it seeks confidentiality and answer the following questions for each section listed :
 - 3.1 Explain the specific grounds in *Iowa Code Chapter 22* or other applicable law which support treatment of the material as confidential.
 - 3.2 Justify why the material should be kept in confidence.
 - 3.3 Explain why disclosure of the material would not be in the best interest of the public.
 - 3.4 Provide the name, address, telephone, and email for the person at Contractor's organization authorized to respond to inquiries by the Agency concerning the status of confidential materials.

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

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

- 4 ☐ Contractor must submit a Public Copy of the Proposal from which the confidential information has been excised. 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 Proposal as possible. **Check box when completed.**

This form must be signed by the individual who signed the Contractor's Proposal. The Contractor shall place this Form 22 completed and signed in its Proposal immediately following the transmittal letter. A copy of this document shall be placed in all Proposals submitted including the Public Copy.

***Failure to provide the information required in this form may result in rejection of Contractor's request for confidentiality or rejection of the Proposal as being non-responsive.**

Signature

Date

Title

.....

**Agency Review
(for agency use only)**

- ☐ Contractor's Proposal is rejected as non-compliant because one of more of the following reasons:
- ☐ Contractor requested confidentiality without submitting a fully completed Form 22.
 - ☐ Contractor requested confidentiality without presenting its request in the transmittal letter of its Proposal.
 - ☐ Contractor requested confidentiality and failed to conspicuously mark such material as confidential within its Proposal in accordance with the RFP.
 - ☐ Contractor requested confidentiality without submitting a public copy of its Proposal with the confidential information redacted.
 - ☐ Contractor requested confidentiality on material in contravention of the RFP.
 - ☐ Other: _____.
- ☐ Contractor's submission is accepted.¹

Purchasing Agent Signature

Date

NOTE: Agency's acceptance of Contractor's submission should not be construed as Agency's approval of Contractor's request for confidentiality. Instead, acceptance of Contractor's submission simply means that Agency believes Contractor's Form 22 appears fully completed in accordance with the RFP.

Attachment #4: Vendor Response Check List

RFP SECTION & REFERENCE		RESPONSE INCLUDED		LOCATION OF RESPONSE
		Yes	No	
3	(2) hard copies and one CD/DVD of the Technical Bid Proposal			
3	(2) hard copies and one CD/DVD of the Cost Proposal (Attachment #5)			
3	One (1) Public Copy and one CD/DVD with Confidential Information Excised + Attachment #3 Form 22 (if applicable)			
3	Transmittal Letter			
3	Executive Summary			
3	Vendor Background Information			
3	Terminations			
3	Criminal History and Background Investigation			
3	Acceptance of Terms and Conditions			
3	Certification Letter (Attachment #1)			
3	Authorization to Release Information (Attachment #2)			
3	Firm Proposal Terms			
4	Mandatory Requirements			
4	Scored Technical Requirements			
3	Cost Proposal (Attachment #5)			

ATTACHMENT #5: Cost Proposal

Contractor's Cost Proposal shall include an **all-inclusive, itemized, total cost** in U.S. Dollars (including all travel, expenses, etc. in prices). All pricing to be FOB Destination, freight cost and all expenses included; and based on Net 60 Days Payment Terms. The following template is required. As required by Contractor, please add additional lines. And, add additional pages to provide any narrative support for the costing information.

Contractor shall provide itemized pricing for the equipment. Bill of Materials and related equipment will meet the specifications and requirements.

Contractor shall provide Iowa Public Television (IPTV) with the cost to provide the equipment, hardware and software, installation, implementation and training being proposed, with specification sheets to confirm it meets the requirements identified within the RFP. This Cost Proposal should be an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. included within proposed costs). The Cost Proposal must include, but not be limited to, all of the items Contractor proposes in Sections 4.1 and 4.2, and any other RFP requirements and specifications.

As part of the proposal, Contractor is to provide support for all products and services for one year after installation is completed at no additional charge. Contractor shall provide total cost of support for year #s 2, 3, 4, and 5. Contractor shall provide detailed breakdown of support costs (ie – equipment, software, etc.)

With its RFP response, Contractor shall provide IPTV warranty information for all equipment, hardware and software being proposed.

Deliverable Item	Firm US Dollars
Hardware Costs (List details, such as description, mfg./model no.)	
Software Costs (List details, such as description, mfg./model no.)	
Other Equipment Costs (List details, such as description, mfg./model no.)	
Installation & Implementation Costs, if any (List details)	
Training via interactive WEB link (example> GoToMeeting)	
Maintenance/Support Cost (Year #2) (List details) (Year #1 begins at the completion of installation. Year #1 maintenance/support to be included in above costs AT NO ADDITIONAL CHARGE.)	
Maintenance/Support Cost (Year #3) (List details)	

Maintenance/Support Cost (Year #4) (List details)	
Maintenance/Support Cost (Year #5) (List details)	
Any other costs (Provide explanation)	
TOTAL COST:	

Hourly Rate

For the purposes of awarding this RFP, Contractors are requested to provide a Time & Materials hourly rate for providing the following services:

1. Ongoing development and support of the transcode server (For any additional work required and agreed to by IPTV AFTER installation completed that the State determines is within scope of the RFP but outside the scope of the base cost proposal).

Hourly Rate \$ _____ per hour