

## REQUEST FOR PROPOSAL

### RFP COVER SHEET

|   |  |   |  |  |
|---|--|---|--|--|
| <b>RFP Number</b>   | RFP1722219006  | <b>Title of RFP</b>                         | Statewide Telecommunications Relay Service (TRS) & Captioned Telephone Service (CTS) with Outreach |  |
| <b>Agency</b>   | Iowa Department of Administrative Services on behalf of the Iowa Utilities Board - <a href="https://iub.iowa.gov">https://iub.iowa.gov</a> |   |  |  |
| <b>Number of years of the initial term of the contract</b>  | 3  | <b>Number of possible annual extensions</b> | 3  |  |
| <b>Available to Political Subdivisions?</b>   | No   |   |  |  |
| <b>State Issuing Officer:</b><br>Laura Shannon<br>Phone: 515-725-7325<br>Fax: 515-725-0038<br>E-mail: <a href="mailto:laura.shannon@iowa.gov">laura.shannon@iowa.gov</a>  |  |   |  |  |
| <b>PROCUREMENT TIMETABLE—Event or Action</b>  |  |   | <b>Date/Time (Central Time)</b>  |  |
| State Posts Notice of RFP on the TSB website  |  |   | June 27, 2022  |  |
| State Issues RFP  |  |   | June 29, 2022  |  |
| RFP written questions, requests for clarification, and suggested changes from Respondents due   |  |   | July 12, 2022 @ 2:00 p.m.  |  |
| Follow-up RFP written questions, requests for clarification, and suggested changes from Respondents due (no questions accepted or responded to after this date)   |  |   | July 19, 2022 @ 2:00 p.m.  |  |
| Proposals Due   |  |   | <b>August 10, 2022 @ 2:00 p.m.</b>   |  |
| Internet website where Addenda to this RFP will be posted <a href="http://bidopportunities.iowa.gov">http://bidopportunities.iowa.gov</a> and the State of Iowa <a href="#">IMPACS Electronic Procurement System</a>  |  |   |  |  |
| Internet websites where contract terms and conditions are posted:<br>Services: <a href="https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf">https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf</a><br>Goods: <a href="https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20goods.pdf">https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20goods.pdf</a>  |  |   |  |  |
| Section 1 – Introduction & Definitions: <a href="#">Page 2</a><br>Section 2 - Administrative Information: <a href="#">Page 8</a><br>Section 3 – Form, Content, Exhibits: <a href="#">Page 15</a><br>Section 4 – Specifications: <a href="#">Page 30</a><br>Section 5 – Evaluation & Selection: <a href="#">Page 34</a><br>Section 6 – Contract Terms & Conditions: <a href="#">Page 36</a><br><b>Insurance, Additional Requirements:</b> <a href="#">Page 40</a><br>Attachment #1 Certification Letter: <a href="#">Page 44</a><br>Attachment #2 Authorization to Release Information Letter: <a href="#">Page 46</a><br>Attachment #3 Form 22 Request for Confidentiality: <a href="#">Page 47</a><br>Attachment #4 Response Check List: <a href="#">Page 50</a> |  |   |  |  |
| <b>Firm Proposal Terms</b><br>The minimum number of days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm is 120 Days.  |  |   |  |  |

## SECTION 1 INTRODUCTION

### 1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified service providers to provide for the delivery of statewide telecommunications relay service (TRS) required by Iowa Code § 477C, called Iowa Telecommunications Relay Service (ITRS or Relay Iowa); statewide captioned telephone relay service (CTS or CapTel Relay); and associated outreach services for ITRS and CTS. The Iowa Utilities Board intends to combine the ITRS and CTS contracts into a single contract with a single vendor to provide ITRS, CTS, and associated outreach services. The Agency intends to award a Contract(s) for the initial period identified on the RFP cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

### 1.2 Definitions

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

**“Agency”** means the agency identified on the RFP cover sheet that is issuing the RFP and any other agency that purchases from the Contract.

**“Automatic Numbering Identification (ANI)”** is a telephony service that allows the receiver of a phone call to capture and display the phone number of the phone that originated the call and is mainly in place for billing purposes.

**“Automated Speech Recognition (ASR)”** is a technology that allows users of information systems to speak entries rather than punching numbers on a keypad.

**“Billable Minutes”** means either "conversation minutes" or "session minutes." "Conversation minutes" are the number of minutes in which the caller and called party are connected during a TRS relay or CTS relay call. The called party can include answering machines, voice mail, voice menus, etc. "Session minutes" are the total number of minutes of a TRS relay or CTS relay call. The definition of "session minutes" includes call set-up and wrap-up and incomplete calls (busy, no answer, or wrong number) that do not reach the intended called party. This RFP asks Respondents to submit price proposals based on both conversation minutes and session minutes.

**“Captioned Telephone Relay Service (CTS)”** is used by persons with a hearing disability but some residual hearing. It uses a special telephone that has a text screen to display captions of what the other party to the conversation is saying. A captioned telephone allows the user, on one line, to speak to the called party and to simultaneously listen to the other party and read captions of what the other party is saying. There is a "two-line" version of captioned telephone service that offers additional features, such as call-waiting, \*69, call forwarding, and direct dialing for 911 emergency service. Unlike traditional TRS (where the CA types what the called party says), the CA repeats or re-voices what the called party says. Speech recognition technology automatically transcribes the CA's voice into text, which is then transmitted directly to the user's captioned telephone text display.

**“CapTel – Captioned Telephone”** is a captioned telephone. It looks like a normal desk telephone, but has a large digital readout so you can read what the other party says. The captions are put there by a CapTel operator who is automatically patched into the phone call on outgoing calls and if there are two phone lines, can be automatically patched into the call on incoming calls.

**“Communications Assistant (CA)”** is a person who facilitates telephone calls between persons who are deaf, hard of hearing, or have speech disabilities.

**“Communication Access Realtime Translation (CART)”** or real-time captioning is the instant translation of what is spoken into English text using a stenotype machine, notebook computer and software. The text can be displayed on an individual's computer monitor or tablet, projected onto a screen, or combined with a video presentation as captions. This helps people with hearing loss access information in a wide variety of settings.

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

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

**“Deaf-Blind Service (DBS)”** allows people with combined hearing and vision loss to place and receive telephone calls. DBS users type their messages and read the other person’s responses, typed by the Communication Assistant (CA), on a braille display.

**“Deliverable”** means the completion of a milestone or accomplishment of a task.

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

**“Hearing Carry Over (HCO)”** allows speech-disabled users with hearing to listen to the person they are calling. The HCO user types his/her conversation on TTY for the Communications Assistant (CA) to read to the standard telephone user.

**Iowa Telecommunications Relay Service (ITRS) or Relay Iowa** - is a Statewide service administered by the Iowa Utilities Board that allows persons with hearing or speech disabilities to place and receive telephone calls.

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

**“Real-Time Text (RTT)”** uses text to communicate during a phone call. RTT works with TTY and does not require any additional accessories. Both parties to an RTT call can send and receive text in real-time at the same time, unlike TTY, which requires turn-taking. <https://docs.fcc.gov/public/attachments/DA-17-772A1.pdf>

**“Relay or Remote Conference Captioning (RCC)”** means real-time captioning through the use of Communication Access Realtime Translation (CART) service, allowing individuals who have difficulty hearing what’s being said over the phone during conference calls to read text of what

all participants are saying. This service provides a clear understanding of what's said and allows the individual with hearing loss to participate in conference calls in a more effective manner.

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

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

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

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

**“Spanish Relay”** means Bilingual Communication Assistants (CAs) are available to process Spanish-to-Spanish relay calls. Relay calls can be translated between Spanish and English.

**“Speech to Speech (STS)”** is for people who have difficulty speaking or being understood on the telephone. STS involves specially trained Communication Assistants (CA) who are familiar with the speech patterns of a wide variety of individuals who have difficulty being understood.

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

**“Telecommunications Relay Service (TRS)”** allows persons with hearing or speech disabilities to place and receive telephone calls. TRS is available in all 50 states, the District of Columbia, Puerto Rico and the U.S. territories for local and/or long-distance calls. TRS providers – generally telephone companies – are compensated for the costs of providing TRS from either a state or a federal fund. There is no cost to the TRS user.

**“Telephone number 711”** is the national access number for TRS Relay. Dial 711 from any city in the US to be connected with relay services. For calls in Spanish, either dial 711 and ask to be connected with a Spanish-speaking CA or call the dedicated toll-free number in your state that connects you directly with a Spanish-speaking CA.

**“Text Telephone (TTY)”** a device includes a keyboard for typing and a screen for reading the other person's responses which are typed by the Communication Assistant (CA) facilitating the relay call.

**“Visually Assisted Speech-to-Speech (VA-STS)”** is an enhancement to the traditional Speech-to-Speech (STS) service. With a VA STS call, in addition to a basic phone call to the Relay service, the STS caller is also using a webcam or videophone with Skype™ to connect with the Communications Assistant (CA) at the Relay call center.

“Voice Carry Over (VCO)” is a service for people who have hearing loss and use their voice on the phone. VCO users speak directly to the person being called and, through specialized equipment, read what is spoken by the other party.

### 1.3 Overview of the RFP Process

This RFP is designed to provide Respondents 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 Respondent is responsible for determining all factors necessary for the submission of a comprehensive Proposal.

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

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

### 1.4 Background - <https://www.fcc.gov/trs>

The Iowa Utilities Board (Board) has administered Relay Iowa – ITRS since its inception in 1992 pursuant to Iowa Code chapter 477C. The Board has administered CapTel - CTS in Iowa since January 1, 2007. The current Relay Iowa - ITRS contract expires on December 31, 2022. The current CTS contract also expires on December 31, 2022. Since CTS is now a mature service, the Board intends to combine the ITRS and CTS contracts into a single contract with a single vendor to provide ITRS, CTS, and associated outreach services. The Board is seeking proposals from Respondents to provide the ITRS, CTS, and associated outreach services discussed in this RFP in Iowa following the expiration of the current contracts.

The Iowa Utilities Board has a statutory duty, pursuant to Iowa Code § 477C.3, to maintain a dual-party relay service, also referred to as telecommunications relay service (TRS), that is available to Iowans statewide on a full-time basis (24 hours per day, 7 days per week, 52 weeks per year). The goal of the Iowa Telecommunications Relay Service – ITRS – also known as Relay Iowa and the Iowa Captioned Telephone Relay Service – CTS, also known as CapTel relay system is to provide users access to the telephone network that is functionally equivalent to that of persons without communication disorders.

Proposals must demonstrate that the Respondent is able to meet or exceed all operational, technical, and functional minimum standards contained in 47 U.S.C. § 225 and the Federal Communication Commission (FCC) regulations for the provision of telecommunications relay services at 47 C.F.R. §§ 64.601-64.606. The ITRS and CTS services shall be in full compliance with the requirements and intent of Title IV of the Americans with Disabilities Act of 1990.

Links to the Iowa Code and the Board rules at 199 Iowa Administrative Code (IAC) Chapters 1 through 45 are contained on the Board's website at <https://iub.iowa.gov>. Relay Iowa – ITRS is the name of the Iowa telecommunications relay service program that allows persons who are deaf, hard-of-hearing, or have difficulty speaking to place and receive telephone calls. ITRS uses

specially trained Communications Assistants (CAs) to enable Relay Iowa users and non-users to communicate on the public switched telecommunications network.

The Captioned Telephone Relay Iowa - CTS is an enhanced form of voice carry-over (VCO) relay service that uses captioned telephone (CapTel) technology and specially trained CAs to enable CapTel and non-CapTel users to communicate on the public switched telecommunications network. A typical user of a captioned telephone has the ability to speak, some residual hearing, and can both listen to what is said over the telephone and read captions on the captioned telephone's text display for clarification.

If a one-line captioned telephone is used, captions and voice are provided across one telephone line. When a two-line captioned telephone is used, a conversation is carried on one line and captions are provided on a second telephone line. The State of Iowa currently has six toll-free numbers assigned to the ITRS: voice, TTY, VCO, Spanish relay, STS, and English customer service. Numbers assigned to ITRS will be transferred to any new relay provider the Board may accept. The minimum level of service must include 711 dialing capability and separate toll-free numbers for:

- Voice
- TTY
- Voice carry-over (VCO)
- Spanish relay
- Speech-to-Speech (STS)
- Visually Assisted Speech-to-Speech (VA-STS)
- English and Spanish customer service

The Relay Iowa - ITRS annual usage from calendar years 2017-2021 has been as follows:

- 2017 57,483 billable minutes
- 2018 58,066 billable minutes
- 2019 58,051 billable minutes
- 2020 63,615 billable minutes
- 2021 40,794 billable minutes

The billable minutes listed in this paragraph are intrastate "conversation minutes" as defined in RFP Section 1.2. This RFP asks Respondents to submit price proposals based on both conversation minutes and session minutes.

The Captioned Telephone Relay Iowa - CTS annual usage from calendar years 2017-2021 has been as follows:

- 2017 167,453 billable minutes
- 2018 122,969 billable minutes
- 2019 92,020 billable minutes
- 2020 79,273 billable minutes
- 2021 33,762 billable minutes

The billable minutes listed in this paragraph are intrastate "conversation minutes" as defined in RFP Section 1.2. This RFP asks Respondents to submit price proposals based on both conversation minutes and session minutes.

The proposal shall also include a price for Visually Assisted Speech-to-Speech service based upon the charge per session minute of service.

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

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

**2.2 Restriction on Communication**

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Respondents may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2. Oral questions related to the interpretation of this RFP will not be accepted. Respondents may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Respondents may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

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

**2.3 Downloading the RFP from the Internet**

The RFP and any addenda to the RFP will be posted at [IMPACS Electronic Procurement System](#). The Respondent is advised to check the website periodically for addenda to this RFP, particularly if the Respondent downloaded the RFP from the Internet as the Respondent may not automatically receive addenda. It is the Respondent's sole responsibility to check daily for addenda to posted documents.

**2.4 Procurement Timetable**

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

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

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

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

## **2.6 Amendment to the RFP**

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

## **2.7 Amendment and Withdrawal of Proposal**

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

## **2.8 Submission of Proposals**

The Agency must receive the Proposal at the Issuing Officer's email address identified on the RFP cover sheet before the "Proposals Due" date and time listed on the RFP cover sheet. **This is a mandatory specification and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and returned unopened to the Respondent.** It is the Respondent's responsibility to ensure that the Proposal is received prior to the deadline.

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

## **2.9 Proposal Opening**

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

## **2.10 Costs of Preparing the Proposal**

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

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

- 2.12.2** The Respondent acknowledges that a mandatory specification of the RFP cannot be met.
- 2.12.3** The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specification of the RFP.
- 2.12.4** The Respondent's Proposal limits the rights of the Agency.
- 2.12.5** The Respondent fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 4 of the RFP.
- 2.12.6** The Respondent fails to timely respond to the Agency's request for information, documents, or references.
- 2.12.7** The Respondent fails to include proposal security, if required.
- 2.12.8** The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 4 of this RFP.
- 2.12.9** The Respondent presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- 2.12.10** The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- 2.12.11** The Respondent provides misleading or inaccurate responses.
- 2.12.12** The Respondent's Proposal is materially unbalanced. A Proposal in which line item prices are structured so that it is possible that the Respondent who appears to be low will not end up having the lowest overall cost to the State, due to high prices on particular line items.
- 2.12.13** There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the Respondent is a Responsible Respondent.
- 2.12.14** The Respondent alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.
- 2.12.15** The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.

**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, are merely a matter of form or format, do not change the relative standing or otherwise prejudice other Respondents, do not change the meaning or scope of the RFP, or do not reflect a material change in the specifications of the RFP. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP specifications or excuse the Respondent from full compliance with RFP specifications or other Contract specifications if the Respondent is awarded the Contract. The determination of materiality is at 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 the information contained in the Proposal and to discuss the Respondent'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 Respondent, such as the Respondent's capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the Respondent's financial stability, past or pending litigation, and other publicly available information.

**2.16 Verification of Proposal Contents**

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

**2.17 Proposal Clarification Process**

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

**2.18 Disposition of Proposals**

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

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

The Agency's release of public records is governed by Iowa Code chapter 22. Respondents are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will

treat all information submitted by a Respondent as non-confidential records unless the Respondent requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

**2.20 Form 22 Request for Confidentiality**

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

**2.21 Copyright Permission**

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

**2.22 Release of Claims**

By submitting a Proposal, the Respondent agrees that it will not bring any claim or cause of action against the Agency or the State based on the Respondent's misunderstanding concerning the information provided in the RFP or concerning the Agency's or the State's failure, negligent or otherwise, to provide the Respondent with complete, pertinent, or accurate information in this RFP, or for any failure to provide information that any Respondent might consider relevant for purposes of making a decision to submit a Proposal or to enter into any Contract resulting from this RFP.

**2.23 Respondent Presentations**

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

**2.24 Evaluation of Proposals Submitted**

Proposals that are timely submitted and are not rejected will be reviewed in accordance with Section 5 of the RFP. The Agency will not necessarily award a Contract resulting from this RFP to the Respondent offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Respondent(s) whose Responsive Proposal the agency believes will provide the best value to the Agency and the State.

**2.25 Award Notice and Acceptance Period**

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

sole discretion, may cancel the award and award the Contract to the remaining Respondent the Agency believes will provide the best value to the State.

**2.26 No Contract Rights until Execution**

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

**2.27 Choice of Law and Forum**

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

**2.28 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 117.5(1)-(2), 117.12(4).

**2.29 Restrictions on Gifts and Activities**

*Iowa Code Chapter 68B* restricts gifts that may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Respondents are responsible to determine the applicability of this Chapter 68B to their activities and 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.

**2.30 No Minimum Guaranteed**

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

**2.31 Post Solicitation Debriefing**

A debriefing is available to any Respondent who submitted a proposal in response to this RFP. Respondent shall submit a written request for a debriefing to the Issuing Officer via email or another delivery method. All Respondents will be accorded fair and equal treatment with respect to their opportunity for debriefing. The debriefing shall be scheduled by the Agency as soon as practicable after the receipt of the debriefing request.

**2.32 Appeals**

A Respondent whose Proposal has been timely filed and who is aggrieved by the Notice of Intent to Award of the Department may appeal the decision by filing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the Issuing Officer. The notice must be filed within five (5) days of the date of the Notice of Intent to Award issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.2064. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the Notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Respondent.

**2.33 Letters of Intent to Propose**

A Letter of Intent to Propose may be emailed to the Issuing Officer and received by the time and date listed in the RFP cover sheet. The Letter of Intent to Propose must identify the RFP by its name and number and include the Respondent's name, mailing address, electronic mail address, fax number, telephone number, a statement of Respondent's intent to submit a proposal in response to the RFP, and an authorized signature.

Submitting a Letter of Intent to Propose is a mandatory condition to submit a Proposal and to receive written responses to Respondents' questions and Addenda to the RFP. **Failure to submit a Letter of Intent to Propose by the deadline specified will result in the rejection of the Respondent's Proposal.**

**2.34** Agency is making no guarantee that a certain amount of business will be provided. State of Iowa agencies and political subdivisions will order on an as-needed basis only.

|   |
|---|
| <b>SECTION 3      FORM AND CONTENT OF PROPOSALS</b> |
|---|

### **3.1 Instructions**

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

**3.1.1** The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such and placed in separate files. The files shall be labeled with the following information:

**RFP1722219006 - Respondent Name –Technical Proposal**

**RFP1722219006 - Respondent Name –Cost Proposal**

**3.1.2** Files must be attached to the Respondent’s submission in the **IMPACS Electronic Procurement System**

**3.1.3** If the Respondent designates any information in its Proposal as confidential pursuant to Section 2, the Respondent must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked:

**RFP1722219006 – Respondent Name – Public Copy**

**3.1.4** Proposals shall not contain promotional or display materials.

**3.1.5** Attachments shall be referenced in the Proposal.

**3.1.6** If a Respondent proposes more than one solution to the RFP specifications, each shall be labeled and submitted in a separate Proposal and each will be evaluated separately.

### **3.2 Technical Proposal**

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

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

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

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

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

- Statements that demonstrate that the Respondent has read and understands the terms and conditions of the RFP including the Contract provisions in Section 6.
- An overview of the Respondent’s plans for complying with the specifications of this RFP.

- Any other summary information the Respondent deems to be pertinent.

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

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

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

The Respondent shall provide the following general background information:

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

### **Exhibit 5 - Experience**

The Respondent shall provide the following information regarding its experience:

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

### **Exhibit 6 - Termination, Litigation, and Debarment**

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

- Has the Respondent had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.

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

**Exhibit 7 - Criminal History and Background Investigation**

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

**Exhibit 8 - Acceptance of Terms and Conditions**

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

**Exhibit 9 - Certification Letter**

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

**Exhibit 10 - Authorization to Release Information**

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

**Exhibit 11 – Mandatory Specifications**

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

### **Exhibit 12 – Solution Description**

Respondents will provide a detailed description of their proposed solution. Include documentation on the following:

- a. Standards** - The proposal must demonstrate that the Respondent is able to meet or exceed all operational, technical, and functional minimum standards contained in [47 CFR Part 67](#). The Respondent shall provide the information required for the Board to obtain renewal of its certification of TRS pursuant to Federal Communications Commission requirements.
- b. Confidentiality** – Describe how the Respondent will collect only personal information necessary to provide and bill for the TRS or CTS being rendered. The proposal shall explain how the Respondent will comply with confidentiality requirements of 47 C.F.R. § 64.604(a)(2)(i).
- c. TTY-based relay service (Text Telephone)** – Describe how the Telecommunications equipment, including station terminals, will be capable of receiving and transmitting in both Baudot and ASCII format. Does the solution provide the service feature known as “Turbo Code” or a functional equivalent, to users with the capability of using that feature? Respondent shall state how calls from TTY users to non-TTY users will be handled differently from calls from non-TTY users to TTY users, if there is a difference.
- d. Automatic Numbering Identification** – Describe how the solution will be capable of receiving and processing Automatic Numbering Identification (ANI) data for automated recordkeeping and billing.
- e. Dual Tone/Multi-Frequency (DTMF)** – Describe how the telecommunications equipment shall be capable of sending and receiving Dual Tone/Multi-Frequency (DTMF) signals.
- f. Access to CapTel Relay** - Describe how access to CapTel Relay will be provided directly and automatically. How will access to CapTel Relay for non-CapTel phone users be provided? The proposal shall propose toll-free numbers or equivalent network access that is accessible to users in intrastate calling. Explain how the Respondent's service will accommodate both one-line and two-line CapTel Relay.
- g. Intrastate Calling** – Describe how Intrastate calling will be provided. How will local calls, intraLATA toll calls, intraLATA interstate calls which, if the relay center or CapTel Relay center were not used, would be considered local calls (whether they originate within the state or outside the state), and interLATA calls that originate and terminate in Iowa be handled?
- h. Interstate Calling** – Describe the methods and procedures for providing interstate relay are within the jurisdiction of the FCC. Describe how to interconnect fully with the interstate system. Such interconnection shall be a part of the contract price.
- i. International Calling** – Describe how to interconnect fully with the system that provides international calling. Such interconnection shall be a part of the contract price.
- j. Access to Regionally Restricted Numbers** - Describe how the Respondent will provide a means of reaching regionally restricted 800 or other toll-free prefix numbers and the business

offices of local exchange companies that have special prefixes which would normally be provided by telecommunications carriers to users in that calling area.

- k. Access to Directory Assistance Services** – Describe how ITRS and CTS will allow users to access local and intrastate directory assistance.
- l. Access to Local Exchange Company Non-Basic Services** - Explain how the Respondent will provide access that enables the relay or CapTel Relay user to use local exchange non-basic services on calls completed through the ITRS or CTS. If such access is not possible for a particular service, the Respondent must justify why it cannot be provided. Describe how the Respondent will provide true caller identification (Caller ID). The information appearing on the caller ID display must be the actual information of the calling party.
- m. Telephone Directories and Online Telephone Directories** - Explain how the Respondent will work with local telephone companies to ensure accurate and complete ITRS and CTS information is included in telephone directories throughout Iowa, including online directories.
- n. Audiotext, Interactive Voice Response Units and Answering Machines** - Describe how the Respondent can capture any or all of these types of verbal communications to allow them to be accurately received and transmitted by the [Communication Assistant \(CA\)](#). The Respondent will describe how access to answering machines and voice mail message retrieval systems will be provided.
- o. Speed Dialing** - Describe how the Respondent will provide speed dialing services and whether there are any limitations on speed dialing capabilities.
- p. Use of Recorded Messages at Relay and CapTel Relay Centers** – Describe how recorded messages will not be used at Relay and CapTel Relay Centers except for a brief recorded message at the start of an ITRS or CTS call and appropriate recorded messages in the case of system failure. Describe how the solution will identify the text of any recorded messages used and shall explain the circumstances in which the messages will be used.
- q. Transmission Circuits** – Describe how all transmission circuits will meet or exceed any FCC and Board performance standards for signal loss and noise.
- r. Estimated Usage** – Describe how the Respondent will provide a monthly estimate of usage for each of the solutions.
- s. Technology Adaptability** - Demonstrate the Respondent’s capability to adapt to improvements in telecommunications relay and captioned telephone relay technology and how to implement state-of-the-art technology in the providing service. Should new or increased standards be mandated during the contract term, describe how the Respondent will notify the Board at least 90 days in advance of implementation. Formal Board approval of proposed cost increases will be necessary.
- t. Call Volume Changes** – Describe how the Respondent will demonstrate it has the capability to meet potential long-term changes in call volume and short-term "spikes" of increased calls. Describe in detail how the Respondent will handle such long-term changes and unexpected surges in traffic.

**u. Traffic Standards**

- **Usage** – Describe how no restrictions will be placed on the length or number of calls placed by customers through the relay centers and CapTel Relay centers.
- **Blockage Rate** - Average daily blockage rate for all calls into the relay center and CapTel Relay center will be no greater than 1 out of 100 calls. This will be measured by sampling the number of calls being blocked at a minimum of every 30 minutes during ITRS and CTS operation and reported to the Board on a monthly basis.
- **Answer Time** - Describe how the Respondent will answer 85% of all calls within 10 seconds by any method that results in the caller's call immediately being placed, not put in a queue or on hold. This will be measured by sampling the answer time at a minimum of every 30 minutes during ITRS and CTS operation and evaluated on a daily basis. Answer time will be reported to the Board on a monthly basis. No call to the ITRS or CTS will be answered by a recorded message, for voice, TTY, or CapTel calls, except for the brief message provided at the start of an ITRS or CTS call. No call to the ITRS or CTS will be put on hold or in the queue. Only a continuous ringing or fast busy signal will be used.

**v. Long Distance Carrier** – Describe how the Respondent will inform users of the need to designate a long-distance carrier for long-distance calls and the consequences of not making such a designation, including identification of the default long-distance carrier.

**w. Interexchange Carrier Interconnectivity** – Describe the efforts the Respondent will make to encourage interexchange carriers to interconnect with ITRS and CTS.

**x. Undetermined Minutes** – Describe how the Respondent will handle "undetermined minutes" (calls where the jurisdiction cannot be determined), how often this occurs, and how and why the vendor's method fairly allocates these costs to the State of Iowa.

**Exhibit 13 – Implementation Plan**

Describe the implementation strategy including on-site coordination and support services, best practice consulting options and professional services. Identify any third-party vendors involved in the Respondent's implementation strategy and describe these relationships.

**Exhibit 14 – Staffing & Call Handling**

- a. Explain how the Respondent will employ or subcontract to provide qualified staff to perform all functions and services relating to ITRS and CTS required by this RFP.
- b. Describe how the Communication Assistants (CAs) meet the minimum qualifications required by 47 C.F.R. § 64.604.
- c. Describe how the CAs or subcontracted CAs will facilitate calls to voice processing systems, such as voice mail and answering machines, and to automated voice response systems.

- d. Should it be necessary for CAs to telework, the proposal will include information about the average number and frequency of CAs that telework, the setup of a CA's home office, and how call confidentiality is maintained.
- e. Explain the method the Respondent will use to allow identification of the CA in the event a complaint is filed or a user wants to praise the work of the CA.
- f. Explain if and when a change of CA would be necessary and how such change would be handled.
- g. Explain the procedures the CA will follow for relaying and referring ITRS and CTS emergency calls. (For TTY calls, see requirements in 47 C.F.R. § 64.604(a)(4).) The procedures may address referring callers to emergency services and numbers other than 911.
- h. If the Respondent uses Automated Speech Recognition (ASR) for ITRS or CTS, describe how ASR is used alone or in conjunction with Communication Assistants (CAs). Additionally, the proposal will clarify whether a different cost would be charged when ASR is used instead of a CA.

#### **Exhibit 15 – Service Reliability**

The Respondent will provide plans for the following:

- a. **Disaster Recovery Plan** - Describe how the Respondent plans to cope with specific disasters. Disaster response may include: alternate switching of calls including network diagrams identifying where traffic will be rerouted if vulnerable circuits become inoperable; the provision of redundant circuits to geographic areas where users are concentrated; a contingency plan for handling disasters which are not part of the network, but which may affect the network (e.g., a fire in a central office that serves the ITRS or CTS); and/or other areas which the Respondent considers important to address in a disaster recovery plan. A primary requirement of the plan must be to notify the Board project manager immediately if a major problem occurs. In addition, the plan must detail the levels of escalation that will be employed to deal with the problem and completely restore service.
- b. **Uninterruptible Power System** - Describe how a backup power system would supply power for at least eight hours. At a minimum, the uninterruptible power system (UPS) must support the switch system and its peripherals, switch room environmental controls (air conditioning, fire suppression system, emergency lights and system alarms), Communication Assistant (CA) consoles/terminals, CA work site emergency lights, and Call Detail Record (CDR) recording.
- c. **Switching System** - Describe how the switching system will be configured with a redundant call processing unit (CPU) on "hot stand-by" to ensure that no calls are dropped due to processor failure, online system monitoring, real-time programming capabilities which will not take the system offline, capability to perform preventive maintenance without taking the system offline, and an inventory of spare critical components maintained on site.
- d. **Intercept Messages** - Describe how it will provide appropriate intercept messages if a system failure occurs within the relay switch or network. Voice, TTY, and captioned messages will be provided. The Respondent will give examples of intercept message content in the proposal. Minutes of use attributed to accessing these messages will not be included in billable minutes.

- e. Alternate Facilities** - In the case of a failure of any portion of the TRS or CTS, alternate circuits, equipment, staff, etc., the Respondent will describe how it will provide TRS and CTS for the State of Iowa until suitable repairs or replacements can be made. The Respondent will describe the parameters under which TRS and CTS calls for lowans may be temporarily rerouted, whether such rerouting will be a manual or automatic operation, how long it will take, whether any calls may be dropped during rerouting, and what messages (if any) will be transmitted to users if alternate facilities are used. The proposal will specify whether there are any portions of the TRS or CTS for which there currently are no alternate facilities available and when an alternative facility is expected to be available. Include information stating whether any of the Respondent's telecommunications relay centers or captioned telephone relay centers have been down during the past five years. If any have, the proposal will include an explanation of the circumstances and will state whether the Respondent was able to cover all telecommunications relay calls and captioned telephone relay calls by routing calls to other call centers.

**Exhibit 16 - Maintenance**

Provide detailed information on the customer service program and maintenance plans. Include response times and the access to and timeliness of service engineers.

**Exhibit 17 - Warranty**

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

**Exhibit 18 – User Billing**

Explain how the Respondent will ensure that there will be no charge to users of the ITRS or CTS for using the service. Applicable long-distance rates apply for ITRS and CTS long-distance calls, but those rates may be no greater than what the customer would otherwise pay if not using the ITRS or CTS. The call billing record shall be functionally equivalent to that of non-ITRS and non-CTS and shall contain, at a minimum, the following information:

- Originating telephone number (NPA-NXX-line number)
- Telephone number or calling or credit card number to be billed (NPA-NXX-line number)
- Terminating telephone number (NPA-NXX-line number)
- Date
- Start time (when the calling party is initially connected to the called party, to an answering machine at the called party's number, or to a recorded message or intercept for the called number)
- End time (when either the called party or the calling party hangs up)
- Call time to the full second (the time in between call start time and end time)

The system must be automated as completely as possible.

Describe the billing system and billing process that will be used, including identification of any subcontractor(s), specific duties of the subcontractor(s), how the billing record detail will be transmitted to the billing agent(s) (if any), and how charges will appear on the end user's bill. The proposal will explain how the Respondent will provide for charges for collect calls, person-to-person calls, and calls charged to a third party. Describe how ITRS and CTS are capable of handling

pay-per-call (900-number) calls. Describe how billing is handled for all telecommunications carrier calling cards. Describe how the Respondent includes a complete description of how users will be billed for any call within 60 days of the calling date. This description should include the Respondent's procedures for obtaining billing information from the local exchange companies, whether the billing will be performed in-house or contracted, calling cards that calls can be billed to, and a sample bill format.

#### **Exhibit 19 - Outreach**

The proposal will include sample outreach materials and an explanation of how the Respondent will provide user assistance and outreach services.

- a. Describe how the Respondent will provide users with information on how to place a TRS and CTS call, suggestions on how to improve the efficiency of TRS and CTS calls, and information about new TRS and CTS functions and changes in the services. Outreach materials will be targeted to lowans with and without communication disorders.
- b. Describe how the outreach effort will be tailored to effectively reach the targeted audience. Outreach programs may include, but not be limited to, media advertisements, meetings with user organizations, distribution of informational pamphlets describing how to use the relay service, telephone bill inserts, wallet cards, and other similar programs. Describe how the Respondent will work with local exchange companies will ensure that all telephone directories carry appropriate information about TRS and CTS.
- c. Describe how the Respondent will work with the Board to ensure that all outreach material is consistent with program goals.
- d. Provide an example of a website for TRS and CTS, that at a minimum, provides the following information: a description of TRS and CTS; an explanation of how to use ITRS and CTS; links to the Board's website and to the Board's Equipment Distribution Program website; TRS and CTS telephone numbers; contact information for the Respondent, the Respondent's program manager, and the Board's project manager; and an explanation of how to file a complaint regarding ITRS or CTS.
- e. Describe how the Respondent will prepare, print, and distribute promotional literature and materials.
- f. Describe how the Respondent will produce and initiate appropriate and geographically diverse public service announcements (PSAs) on electronic and print media concerning ITRS and CTS. Describe how the Respondent will make those PSAs available to broadcast and cable television stations, radio stations, print media, and social media on a regular basis. In addition, how will the Respondent create opportunities for television and radio news coverage, such as appearances on early morning and noon news programs and on local cable television programs?
- g. Describe how the Respondent will develop an annual outreach plan and provide it to the Board and the Dual Party Relay Council no later than January 21st of each calendar year. The Board will review the plan for compliance with the requirements of the contract. If the Respondent changes the plan significantly during the year, the Respondent will provide an amended plan to the Board and the Council with an explanation of the changes. The

Respondent will provide monthly summary reports to the Board regarding outreach activities it has conducted no later than 21 calendar days after the close of each month. More frequent or more detailed ad hoc reports will also be available upon request by the Board.

## **Exhibit 20 – Reporting**

The proposal will include a sample of the reporting in PDF format.

### **a. Monthly Usage Summary Reports**

Describe how the Respondent will provide a year-to-date summary report to the Board regarding the usage of TRS and CTS. The report will include the following information:

- Number of completed calls by call type.
- Number of completed calls by jurisdiction.
- Number of other TRS and CTS calls, such as general assistance and busy/no answer.
- Percentage of calls by method.
- Number of session minutes by jurisdiction, including billable minutes.
- Number of conversation minutes by jurisdiction, including billable minutes.
- Call summaries of the following:
  - Blocked
  - Inbound
  - Placed in queue
  - Abandoned
  - Answered
- Average minutes per answered call by session minute, set-up/wrap-up, conversation minute.
- Answer performance, by percentage answered within 10 seconds and average answer seconds.
- Number of customer contacts, including complaints, and commendations.
- A bar graph showing the number of inbound calls.
- A bar graph showing total session minutes, by jurisdiction.
- A bar graph showing total conversation minutes, by jurisdiction.
- A pie chart showing the percentage of calls by method.
- Complaint reports, which includes but is not limited to complaints regarding Telecommunications Relay Service, Captioned Telephone Relay Service, and any other related aspects of these services such as connectivity issues.
- Outreach reports.

### **b. Monthly Traffic Reports**

Describe how the Respondent will provide the following traffic reporting information.

- Reported by NPA (Numbering Plan Area), total daily and monthly:
  - number of incoming calls
  - number of outgoing calls (including busy, no answer, disconnected)
  - number of completed calls
  - number of abandoned calls
  - minutes of service, and

- billable minutes of service.
- Average daily and monthly blockage rate.
- Average daily and monthly answer time, and the range of answer times for the month, reported to the nearest one-tenth of one percent.
- Average daily and the monthly number of calls in the queue (caller is receiving a ringing signal while waiting to be answered by a CA), and the average length of time in queue.
- Average daily and monthly length of call (reported to the nearest full second), broken down into call set-up, call duration and call wrap-up.
- Total daily and the monthly number of calls of the following lengths:
  - <5 minutes
  - 5+ to 10 minutes
  - 10+ to 20 minutes
  - 20+ to 30 minutes
  - 30+ to 40 minutes
  - 40+ to 50 minutes
  - 50+ to 60 minutes
  - 60+ minutes
- Usage patterns (number of calls and the average length of calls by one-hour increments) by the hour of day and day of the week. The use of 30-minute increments is an acceptable alternative. In the proposal, the Respondent will specify which increment would be used.
- Number of TRS CAs on duty by the hour of day and day of the week.
- Number of local, intraLATA toll, intrastate interLATA, interstate intraLATA, interstate (if provided), and international (if provided) calls for the month.
- Number of calls originated by TTY users, Speech-to-Speech users, Visually Assisted Speech-to-Speech users, VCO users, HCO users, Spanish users, CapTel users, and voice users; and the average length of call for each type of call for the month.
- Number of emergency calls relayed and/or referred to emergency services and numbers other than 911, and the nature of the emergency by the hour of day and day of the week. The following methodology is acceptable to the Board, although it is not necessarily the only acceptable methodology: the Respondent or its subcontractor implements specific procedures outlined for emergency calls that include documentation of those calls. However, to protect user confidentiality, details recorded on any emergency incident form are to be kept in secured files and only disclosed to the authorities pursuant to a court order.

- The proposal will include information on the Respondent's capability to provide ad hoc reports as requested by the Board. Such requests may be for new information in the Respondent's system's database or new formats for reporting existing information.

**c. Annual Reports**

Describe how the Respondent will provide an annual summary by March 1 of the following year, by month, of the following:

- Number of completed calls by call type.
- Number of completed calls by jurisdiction.
- Number of other TRS and CTS calls, such as general assistance and busy/no answer.
- Percentage of calls by method.
- Number of session minutes by jurisdiction, including billable minutes.
- Number of conversation minutes by jurisdiction, including billable minutes.
- Call summaries of the following:
  - Blocked
  - Inbound
  - Placed in queue
  - Abandoned
  - Answered
- Average minutes per answered call by session minute, set-up/wrap-up, conversation minute.
- Answer performance, by percentage answered within 10 seconds and average answer seconds.
- Number of customer contacts, including complaints and commendations.
- A bar graph showing the number of inbound calls.
- A bar graph showing total session minutes, by jurisdiction.
- A bar graph showing total conversation minutes, by jurisdiction.
- A pie chart showing the percentage of calls by method.
- Number of outreach/education activities by type and the total number of attendees to the outreach/education activities.
- Number of brochures disseminated.
- Outstanding issues at the end of the year.
- Major issues addressed and resolved during the year.
- Personnel changes.
- Evaluation Reports.
- Service enhancements and/or new technology added during the year.
- Any other relevant information.

**Exhibit 21 - Program Manager**

Describe how the Respondent will designate a program manager to serve until the expiration of the contract or the designation of a substitute program manager. The Board reserves the right to reject the Respondent's designation of the program manager. Describe where in Iowa the program manager will maintain an office. Describe how the program manager will be available to meet with the Board, Dual Party Relay Council, and Board staff as requested to review and plan the services being provided under the contract. Describe how if requested, the program manager will provide additional information or reports regarding the services provided under

the contract for review by the Board. (The program manager or alternate representative for the Respondent shall attend meetings of the Iowa Dual Party Relay Council and make presentations at Council meetings regarding ITRS and CTS statistics, outreach activities, and other relevant topics as requested by the Board or Council).

#### **Exhibit 22 – New Technology and Information**

Describe how the Respondent will periodically advise the Board and the Dual Party Relay Council concerning new technology and information regarding ITRS and CTS.

#### **Exhibit 23 – Service Expansion or Decrease in Demand**

Describe how the Respondent and its subcontractors are capable of expanding services in response to increasing demand. Describe how the Respondent develops and illustrates in the proposal a detailed plan of how this expansion will be accomplished while still meeting all traffic and operational standards for service. Describe how the plan might include, but not be limited to, trunking capacity, CA work stations, personnel staffing, and equipment capacity. Describe how the plan indicates the time lag required to meet any increased call volume for any service expansion.

If the Respondent thinks it is likely there will be a decreasing demand for telecommunication relay services and/or captioned telephone relay services, describe how the proposal includes an explanation of why the vendor thinks it is likely demand will be reduced and an estimate of the declining numbers of minutes of use for each relay service. If the Respondent thinks usage will decline, describe how the solution will address declining usage while still meeting all traffic and operational standards for service.

Demonstrate that the service delivery procedures chosen by the Respondent will permit the most cost-effective use of available resources.

#### **Exhibit 24 – Optional Features**

The Respondent may describe other services or service enhancements it offers or intends to offer during the term of the contract which is not already described elsewhere. Other services or service enhancements not described in this RFP must be clearly labeled as such. The Respondent will clearly distinguish between services and enhancements it already offers and those it intends to offer. Descriptions falling into the latter category will include a conservative projection of when the Respondent believes it will roll out the described service or enhancement.

Provide detailed information for any optional items that may be available. (Include costs for these items in the Cost Proposal). This may include the following:

- a. Relay/remote conference captioning (RCC) - If the Respondent offers relay/remote conference captioning (RCC) service, include a description of the service and an estimate of usage levels per month for the life of the contract.
- b. Real Time Text (RTT) - If the Respondent offers Real Time Text (RTT) service, include a description of the service and an estimate of usage levels per month for the life of the contract.

**Exhibit 25 - Addendums**

Provide signed copy of posted RFP addendums.

**Exhibit 26 - Request for Confidentiality**

The Respondent must sign and submit with the Proposal the document included as Attachment #3 Form 22 – Request for Confidentiality.

### **3.3 Cost Proposal**

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

Respondent shall provide the proposed pricing structure. If proposing tiered pricing, the Respondent needs to provide the tiered pricing structure and what specifications are included at each level. The quote must include everything needed to implement the proposed solution. Cost proposals must include the following:

- Provide any one-time and recurring costs for the system. Recurring costs are to be for a 6-year period to cover the initial term and extensions to the contract.
- The pricing structure shall be based on the charge per conversation minute of service and a price based upon the charge per session minute of service.
- Subscription costs.
- Equipment costs.
- Staff costs.
- Support & Maintenance costs.
- Any other costs associated with the proposed system.
- Pricing for options.
- Outreach - the cost of user assistance and outreach services is to be included in the per-minute prices for the solution.

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| <b>SECTION 4      SPECIFICATIONS</b> |
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**Overview**

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

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

**4.1 Solution Requirements**

The proposed system shall provide the following:

- 4.1.1** Ability to provide a dual-party Telecommunications Relay Service (TRS) & Captioned Telephone Relay Service (CTS) with Outreach that is available to lowans statewide on a full-time basis (24 hours per day, 7 days per week, 52 weeks per year).
- 4.1.2** Ability of the solution to be in full compliance with the requirements and intent of Title IV of the Americans with Disabilities Act of 1990, 47 U.S.C. § 225, and applicable Federal Communications Commission (FCC) regulations at 47 C.F.R. §§ 64.601 through 64.606. TRS service standards and Respondent performance must be sufficient to allow the Board to receive and maintain certification of the TRS from the FCC. <https://www.fcc.gov/trs>
- 4.1.3** The minimum level of service must include 711 dialing capability and separate toll-free numbers for:
  - Voice
  - TTY
  - Voice carry-over (VCO)
  - Spanish relay
  - Speech-to-Speech (STS)
  - Visually Assisted Speech-to-Speech (VA-STS), and
  - English and Spanish customer service

## **4.2 Respondent Requirements**

### **4.2.1 Facilities and Equipment**

The Respondent shall provide all necessary personnel, facilities, equipment, and software to operate the TRS and the CTS in a manner sufficient to meet or exceed all applicable Federal Communications Commission (FCC) regulations at 47 C.F.R. §§ 64.601 through 64.606. TRS service standards and Respondent performance must be sufficient to allow the Board to receive and maintain certification of the TRS from the FCC.

### **4.2.2 Network Access**

- 4.2.2.1** Ability for the user to choose the communications carrier of choice
- 4.2.2.2** Provide 711 dialing capability
- 4.2.2.3** Accommodate TTY & non-TTY traffic
- 4.2.2.4** Provide Intrastate Calling
- 4.2.2.5** Provide Interstate Calling
- 4.2.2.6** Provide International Calling
- 4.2.2.7** Provide access to Regionally Restricted Numbers
- 4.2.2.8** Provide access to Directory Assistance Services
- 4.2.2.9** Provide access to Local Exchange Company Non-Basic Services
- 4.2.2.10** Access to Telephone Directories and Online Telephone Directories
- 4.2.2.11** Provide access to Audiotext, Interactive Voice Response Units, and Answering Machines
- 4.2.2.12** Provide Speed Dialing

- 4.2.3** The Respondent shall have the ability to provide a working demonstration of the system to the committee, upon request. The Respondent shall include a sample invoice in its proposal.

## **4.3 Implementation**

The plan should include delivery, testing, equipment refresh and disposal information. Upon award of a Contract, the Agency shall negotiate an implementation schedule with the successful Respondent. The successful Respondent is responsible for working with the Agency to ensure a seamless transition into a new system.

## **4.4 Installation**

The Respondent shall furnish all necessary facilities, equipment, and software to operate the TRS and the CTS in a manner sufficient to meet or exceed all applicable Federal Communications Commission (FCC) regulations at 47 C.F.R. §§ 64.601 through 64.606. TRS service standards and Respondent performance must be sufficient to allow the Board to receive and maintain certification of the TRS from the FCC. Installation of any equipment and/or software shall be the Respondent's responsibility and expense, as will be the removal of such equipment and/or software upon completion of the contract or cancellation of the contract. The Respondent shall be responsible for all Respondent-owned equipment. The risk of loss and/or damage to Respondent-owned equipment and/or software shall be fully assumed by the Respondent at all times pertinent to the contract.

#### **4.5 Training**

The Respondent will provide general user training and administrator training. The Respondent shall provide ongoing training for Public Safety Answering Points (PSAPs) regarding how to handle TRS and CTS calls in emergency situations. The PSAP training must include deaf culture.

#### **4.6 Statewide Community Outreach**

- 4.6.1** Outreach materials shall be targeted to Iowans with and without communication disorders.
- 4.6.2** The Respondent shall maintain a website for TRS and CTS with links to the Board's website.
- 4.6.3** The Respondent shall make presentations to geographically and age-diverse groups of potential applicants, including persons who are deaf, hard-of-hearing, deaf-blind, and have difficulty speaking, as well as presentations to their information and care networks and providers.
- 4.6.4** The Respondent shall maintain regular and continuing contact with potential and actual ITRS and CTS users and their families. The Respondent must provide or arrange for training for those persons requiring training to be able to use ITRS and CTS effectively.
- 4.6.5** The Respondent shall maintain regular contact with persons and agencies in a position to assist and refer potential ITRS and CTS users including, but not limited to, the Department of Human Rights, deaf clubs, Vocational Rehabilitation Division counselors, Department of Elder Affairs, community action programs, Department for the Blind, Department of Education, Iowa School for the Deaf, public and private health care providers and rehabilitation counselors, Department of Human Services, private social workers, Iowa Communications Alliance, hospitals, community organizations, major employers, veterans organizations, and medical providers.
- 4.6.6** The Respondent shall coordinate joint outreach with the Iowa Equipment Distribution Program administrator.
- 4.6.7** The Respondent shall develop and implement a continuing method to monitor public awareness and satisfaction with ITRS and CTS and must provide recommendations to the Board on revisions.
- 4.6.8** The Respondent shall publicize its ITRS and CTS customer service telephone numbers.

#### **4.7 Complaint Resolution**

**4.7.1** The proposal shall include the Respondent's and any subcontractor's procedures regarding complaints, inquiries and comments regarding ITRS and CTS services and personnel. The procedures shall be described in appropriate printed outreach material. The proposal shall explain how the Respondent and its subcontractor will comply with the requirements to maintain a complaint log and submit the required summary to the Federal Communications Commission in 47 C.F.R § 64.604(c)(1).

**4.7.2** The proposal shall explain whether a caller to the relay or CapTel Relay center having a complaint will be able to reach a supervisor or administrator while still on line during an ITRS or CTS call. If the Respondent indicates a caller would not be able to reach a supervisor, the Respondent shall explain how the caller would otherwise be able to make a complaint.

**4.7.3** All complaints received by supervisors, either verbally or in writing, shall be documented, including their resolution, and kept on file and made available to the Board and the Dual Party Relay Council upon request. The Respondent shall provide timely, sufficient information to the Board regarding complaints to enable the Board to maintain the complaint log and submit the summary required by 47 C.F.R. § 64.604(c)(1). Copies of complaints must be submitted to the Board on a monthly basis.

**4.8 Conflict of Interest**

To avoid a conflict of interest or the appearance of a conflict of interest, the Respondent and any subcontractor shall not utilize any ITRS or CTS user information obtained from relay or CapTel Relay calls (or any other means) for any other purpose and shall not make any such information available for sale.

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

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

**5.2 Evaluation Committee**

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

**5.3 Technical Proposal Evaluation and Scoring**

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

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

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

**5.4 Cost Proposal Scoring**

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

The cost proposal for each respondent will be evaluated in comparison with the other cost proposals received; however, the number of points possible will be proportional to each respondent’s technical evaluation score.

The technical evaluation points received (numerator) is divided by the technical evaluation points possible (denominator) and multiplied by the maximum number of points in the cost evaluation. This provides the total points possible for the respondent in the cost evaluation.

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

The lowest cost proposal (numerator) is divided by the cost proposal being evaluated (denominator) and multiplied by the points possible for the respondent. This provides the cost evaluation points awarded.

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

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

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

## **5.5 Tied Score and Preferences**

- 5.5.1** 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 Respondents 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.
- 5.5.2** Notwithstanding the foregoing, if a tied bid involves an Iowa-based Respondent or products produced within the State of Iowa and a Respondent based or products produced outside the State of Iowa, the Iowa Respondent will receive preference. If a tied bid involves one or more Iowa Respondents and one or more Respondents outside the state of Iowa, a drawing will be held among the Iowa Respondents only.
- 5.5.3** In the event of a tied score between Iowa Respondents, the Agency shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the Respondents have complied with ESGR standards. Preference, in the case of a tied bid, shall be given to Iowa Respondents complying with ESGR standards.
- 5.5.4** Second preference in tied scores will be given to Respondents based in the United States or products produced in the United States over Respondents based or products produced outside the United States.
- 5.5.5** Preferences required by applicable statute or rule shall also be applied, where appropriate.

## SECTION 6 CONTRACT TERMS AND CONDITIONS

### 6.1 Contract Terms and Conditions

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

The Contract terms and conditions in this Section 6, the General Terms and Conditions to the extent referenced and linked to on the RFP cover page, and/or any Terms and Conditions attached to and accompanying this RFP as an attachment hereto, will be incorporated into the Contract. The Terms and Conditions may be supplemented at the time of contract execution and are provided to enable Respondents to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with such Terms and Conditions should be included in any pricing quoted by the Respondent.

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

The Agency will evaluate all Proposals without regard to any proposed modifications to any terms and conditions of the RFP or Terms and Conditions by Contractor. Once a Proposal has been identified as the one for which an Award recommendation has been made, but prior to notifying Respondents of the decision, the Agency, in its sole discretion, may consider any proposed modifications to the terms and conditions of the RFP or Terms and Conditions identified in that Proposal. The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Respondent or to negotiate Contract terms with the successful Respondent if the best interests of the State would be served. As such, if any proposed modifications are not determined to be in the best interests of the State, or appear to pose a substantial impediment to reaching agreement, the Agency may, in its sole discretion:

- 6.1.1** Issue a Notice of Intent to Award in favor of the successful Respondent, but decline to agree to or further negotiate any proposed modifications to terms and conditions identified by the Respondent in its Proposal;
- 6.1.2** Issue a Notice of Intent to Award in favor of the successful Respondent, and identify in the Notice proposed modifications to terms and conditions identified by the Respondent in its Proposal with which the agency will or will not agree or further negotiate;

- 6.1.3** Enter open-ended negotiations with the successful Respondent; provided, that any such negotiations shall be limited to the proposed modifications to terms and conditions identified by Respondent in its Proposal;
- 6.1.4** Change the Agency's recommendation for Award and issue a Notice of Intent to Award to a Respondent whose proposal does not pose as great of a challenge to the Agency.

Any ambiguity, vagueness, inconsistency or conflict, either internal to such modification(s) or arising when read in conjunction with other portions of the Contract, shall be construed strictly in favor of the State. Only those proposed modifications identified in the Notice of Intent to Award issued by the Agency as terms and conditions with which the agency will or will not agree or further negotiate shall be part of the Contract, and the State may ignore all proposed modifications, accept one or more and ignore others, accept all or, through negotiations after an award, agree to compromise language concerning one or more proposed modifications to be incorporated into a final Contract between the parties. By executing and submitting its Proposal in response to this RFP, Respondent understands and agrees that the State may exercise its discretion not to consider any or all proposed modifications Respondent may request and may accept Respondent's proposal under the terms and conditions of this RFP and the Terms and Conditions.

**6.2 Contractual Terms and Conditions – No Material Changes/Non-Negotiable**

Notwithstanding anything in this RFP to the contrary, Respondent may not take exception to or propose including language in any resulting contract that conflicts with or is otherwise inconsistent with the following:

**6.2.1 Indemnification**

Without specific authority to do so, the State, or agencies, cannot enter into agreements indemnifying Respondents, or any other entity, against third-party claims. A clause that intends to seek indemnification from the State, whether or not the clause contains the words "indemnity" or "indemnify," are not clauses to which the State may agree. The State will not agree to clause that includes the language "to the extent permitted by law" because, as explained, the State cannot indemnify Respondents to any extent.

**6.2.2 Limitation of Liability**

Iowa Code section 8A.311(22) and 11 Iowa Admin. Code Chapter 120 establish the rules to allow for the State to agree to a contractual limitation of vendor liability clause in limited circumstances. Any request by Respondent for the State to limit damages not in accordance with Iowa law or administrative rules is a request with which the State cannot agree.

**6.2.3 Jurisdiction and Venue**

Iowa Code chapter 13 establishes that the Iowa Attorney General is the State's attorney for all purposes, including management of litigation and claims against the state. The State may not preempt the Attorney General's authority by agreeing in advance to control the way litigation may be managed in the event of a dispute. Likewise, the State cannot agree to the jurisdiction or laws of another state or its courts, cannot agree to venue in another state, and cannot agree to participate in any form of alternative dispute resolution.

#### **6.2.4 Confidentiality**

All Iowa state agencies are subject to Iowa public records laws. The State cannot agree to contractual terms that attempt to prevent it from disclosing or disseminating records that constitute public records under Iowa Code chapter 22.

#### **6.2.5 Unliquidated Expenses (i.e., Attorney Fees, Add-ons, or Cost Increases)**

The State may not agree to clauses that may obligate it to pay for claims that might exceed its current funding appropriation. The State may only obligate those funds that have been appropriated to it by the Iowa Legislative Assembly and may only obligate those funds for the purposes for which the funds were appropriated.

### **6.3 Special Terms and Conditions**

#### **6.3.1 Term Length**

The Contract shall have an initial term of one (1) year, beginning on the date of contract execution (the "Effective Date"). At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of five (5) additional one-year terms. The State will give the Vendor written notice of its intent whether to exercise each option no later than thirty (30) days before the end of the Contract's then-current term.

#### **6.3.2 Payment Terms**

##### **6.3.2.1 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 may be made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Respondents shall indicate in their Cost Proposals all of the payment methods they will accept. **This information will not be scored as part of the Cost Proposal or evaluated as part the Technical Proposal.**

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

The State of Iowa may make 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\\_automation\\_form.pdf](https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_automation_form.pdf)

##### **6.3.2.3 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.

##### **6.3.2.4 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 Respondent uses the Pcard or EAP payment methods. Pcard-accepting Respondents must abide

by the State of Iowa's Terms of Pcard Acceptance, as provided in Section 7.7 of the RFP. Respondents 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).

**6.3.2.5 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. The Contractor shall comply with security measures for Pcard payments including:

**6.3.2.5.1** Contractor shall comply with Payment Card Industry Data Security Standard (PCI DSS) to assure confidential card information is not compromised;

**6.3.2.5.2** 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;

**6.3.2.5.3** Contractor shall not write down card numbers or store card information. When accepting orders by phone, the 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);

**6.3.2.5.4** 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;

**6.3.2.5.5** Contractor shall confirm that the name of the purchaser matches the name on the card;

**6.3.2.5.6** Contractor shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or "https" in the web address;

**6.3.2.5.7** Contractor shall shred any documentation with credit card numbers.

**6.3.2.6 Payment Terms**

Per Iowa Code 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Contractor.

**6.3.2.7 Respondent Discounts**

Respondents shall state in their Cost Proposals whether they offer any payment discounts.

**6.3.2.8 Prompt Payment Discount**

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

**6.3.2.9 Invoices**

Any invoices submitted must comply with applicable rules concerning payment of claims, including but not limited to those set forth at Iowa Administrative Code chapter 11—41. The vendor shall bill the Board to the nearest tenth (1/10) of a minute. The vendor shall charge the same rate for one-line and two-line CapTel Relay service. Monthly invoices to the Board are due within 21 days following the end of each calendar month after service has been rendered. Usage figures are subject to audit and adjustment at any time.

**6.3.3 Insurance**

The Contract will require the successful Respondent 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       | \$2 million             |
|   | Products –              |                         |
|   | Comp/Op Aggregate       | \$1 Million             |
|   | Personal injury         | \$1 Million             |
| Automobile Liability (including contractual liability) written on an occurrence basis | Each Occurrence         | \$1 Million             |
|   | Combined single limit   | \$1 Million             |
| Excess Liability, Umbrella Form   | Each Occurrence         | \$1 Million             |
|   | Aggregate               | \$1 Million             |
| Errors and Omissions Insurance  | Each Occurrence         | \$1 Million             |
| Property Damage   | Each Occurrence         | \$1 Million             |
|   | Aggregate               | \$1 Million             |
| Workers Compensation and Employer Liability   | As Required by Iowa law | As required by Iowa law |

Acceptance of the insurance certificates by the Department shall not act to relieve the Contractor of any obligation under this Contract. It shall be the responsibility of the Contractor to keep the respective insurance policies and coverages current and in force during the life of this Contract. The Contractor shall be responsible for all premiums,

deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor 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 Contractor. Notwithstanding any other provision of this Contract, the Contractor shall be fully responsible and liable for meeting and fulfilling all of its obligations under this section of the Contract.

#### **6.3.4 Performance Security**

The Contract may require the Respondent to provide security for performance [e.g. performance bond, escrow, letter of credit, liquidated damages]. Agency shall retain ten percent (10%) of each payment due under the Contract. Agency shall pay the retained amount only after all Deliverables have been completed by the Contractor and accepted by the Agency.

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

1. Pursuant to Iowa Code § 8.47 and Department of Administrative Services rule 11 IAC 107.4, the service contract entered into by the Board shall include a clause or clauses that describe the amount or basis for paying consideration to the vendor based on the vendor's performance under this contract. This payment clause is intended to comply with this requirement in a manner that considers the state requirements for the administration of the equipment distribution program and the Board's need to monitor the vendor's performance under the contract.

2. The agreed times for the performance of the vendor's obligations under this contract are important prerequisites to the award of the contract. The Board declares, and the vendor acknowledges, that time is of the essence in the performance by the vendor of the terms and conditions of the contract. The Board declares, and the vendor acknowledges, that the Board will suffer damages due to a lack of timely performance by the vendor. The parties agree that time is a material element of this contract.

3. If any of the services are not performed within the time limits specified, the delay will interfere with the proper fulfillment of the Board's statutory responsibilities and will thus damage the Board.

4. Calculation of damage to the Board from late performance or non-performance of vendor's obligations under this contract would be impractical or extremely difficult for the following reasons:

- a. The Board does not maintain records relating to profit and loss.
- b. The Board does not maintain records of lost productivity and service due to non-performance or late performance of the vendor's contract obligations.
- c. Since fixing the actual monetary value of damages sustained by the Board may be impractical or extremely difficult, the vendor and the Board agree that the adjustments to payments in this section represent the parties' best estimate at the

time of contracting to provide reasonable compensation for the losses and to comply with the requirement to tie payment to performance.

- d. Except, as specified in paragraph "h" below, payments to the vendor, shall be reduced in the amount of \$3,000 per day for each day the vendor fails to provide a statewide equipment distribution program as required under this contract. Payments to the vendor shall be reduced in the amount of \$100 per day for each day the vendor fails to timely provide the required reports. Payments to the vendor shall be reduced in the amount of \$100 per day for each day the vendor fails to timely perform any of the other individual functions specified in the scope of work or any other individual requirement of this contract.
- e. Partial performance of this contract shall not relieve the vendor from liability for reductions in payment specified in this section if any material portion of the contract remains unperformed.
- f. The Board shall notify the vendor of the basis for any reduction in payment when the Board deducts such sums from money payable to the vendor.
- g. The vendor's liability for additional reductions in payment shall cease at such time as the Board obtains complete substituted performance from an alternate vendor.
- h. Payments to the vendor shall not be reduced if performance is delayed or made impossible by an act of God or such other event that is beyond the reasonable control of the vendor. In each such case, the delay or impossibility must be without the fault or negligence of the vendor. A strike by the vendor's employees or a lockout by the vendor shall not be considered beyond the reasonable control of the vendor, nor shall a strike or a lockout be considered an act of God.

#### **6.3.5 Quarterly Report**

The Contractor shall provide an electronic detailed quarterly report on all sales made under this agreement within the State of Iowa via E-Mail to the Iowa Department of Administrative Services, Central Procurement, Attn: Laura Shannon, [laura.shannon@iowa.gov](mailto:laura.shannon@iowa.gov). The report file format shall be Microsoft Excel compatible format. The report at a minimum shall include the date of sale, customer name and address, full product description, SKU Numbers, quantity, invoice number, unit and extended invoice prices. Respondent proposals must include a sample report and a description of the reporting that will be provided. The State reserves the right to request more detailed information (ad-hoc reporting) at any time and on an individual or specific basis for a specific product, department, time frame, or for a range of products, departments or time frames.

#### **6.3.6 Administrative Fee**

Without affecting the approved Good or Service prices or discounts specified in the Master Agreement, the State of Iowa shall be entitled to receive one percent (1.00%) administrative fee on all sales made within the State of Iowa against this agreement. The administration fee due to the State of Iowa shall be paid quarterly by the Contractor directly to the State, made payable to the "Iowa Department of Administrative Services – Central Procurement."

#### **6.4 Order of Precedence**

If there is a conflict or inconsistency between any documents comprising the Terms and Conditions, such conflict or inconsistency shall be resolved according to the following priority, ranked in descending order: (1) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) under a subsection with a heading entitled Special Terms & Conditions; (2) the General Terms and Conditions for Services Contracts or Goods Contracts to the extent referenced and linked to on the RFP cover page the Contract; (3) if neither the General Terms and Conditions for Service Contracts or Goods Contracts are linked to on the RFP cover page, any terms and conditions attached to and accompanying this RFP as attachment 5 (Terms and Conditions); and (4) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) set forth under a subsection with a title other than Special Terms & Conditions.

**Attachment #1  
Certification Letter**

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

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

Re: RFP1722219006- PROPOSAL CERTIFICATIONS

Dear Laura Shannon:

I certify that the contents of the Proposal submitted on behalf of **(Name of Respondent)** in response to **Iowa Department of Administrative Services** for RFP1722219006 for a Statewide Telecommunications Relay Service & Captioned Telephone Relay Service with Outreach are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

**Certification of Independence**

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

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

**Certification Regarding Debarment**

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

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

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

Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2016)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Respondents to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Proposal in response to the (RFP), the Respondent certifies the following: (check the applicable box)

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

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

Sincerely,

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

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

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

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

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

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

Re: RFP1722219006- AUTHORIZATION TO RELEASE INFORMATION

Dear Laura Shannon:

**(Name of Respondent)** hereby authorizes the **Iowa Department of Administrative Services** ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Respondent in response to RFP1722219006.

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

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

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

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

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

Sincerely,

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

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

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

**Attachment #3**  
**Form 22 – Request for Confidentiality**  
**SUBMISSION OF THIS FORM 22 IS REQUIRED**

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

**1. Confidential Treatment Is Not Requested**

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

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

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

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

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

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

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

**Part 1 – No Confidential Information Provided**

**Confidential Treatment Is Not Requested**

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

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

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

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

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

**Part 2 - Confidential Treatment is Requested**

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

**NOTE:**

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

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

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

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

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

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

\_\_\_\_\_  
Company

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attachment #4  
Response Check List**

| RFP REFERENCE SECTION                                     | RESPONSE INCLUDED |    |
|---|-------------------|----|
|   | Yes               | No |
| <b>Technical Proposal</b>                                 |                   |    |
| Exhibit 1 - Transmittal Letter                            |                   |    |
| Exhibit 2 - Executive Summary                             |                   |    |
| Exhibit 3 - Firm Proposal Terms                           |                   |    |
| Exhibit 4 - Respondent Background Information             |                   |    |
| Exhibit 5 - Experience                                    |                   |    |
| Exhibit 6 - Termination, Litigation, and Debarment        |                   |    |
| Exhibit 7 - Criminal History and Background Investigation |                   |    |
| Exhibit 8 - Acceptance of Terms and Conditions            |                   |    |
| Exhibit 9 - Certification Letter                          |                   |    |
| Exhibit 10 - Authorization to Release Information         |                   |    |
| Exhibit 11 - Mandatory Technical Specifications           |                   |    |
| Exhibit 12 – Solution Description                         |                   |    |
| Exhibit 13 - Implementation Plan                          |                   |    |
| Exhibit 14 – Staffing and Call Handling                   |                   |    |
| Exhibit 15 – Service Reliability                          |                   |    |
| Exhibit 16 -Maintenance                                   |                   |    |
| Exhibit 17 - Warranty                                     |                   |    |
| Exhibit 18 - User Billing                                 |                   |    |
| Exhibit 19 - Outreach                                     |                   |    |
| Exhibit 20 - Reporting                                    |                   |    |
| Exhibit 21 - Program Manager                              |                   |    |
| Exhibit 22 - New Technology and Information               |                   |    |
| Exhibit 23 - Service Expansion/Decrease in Demand         |                   |    |
| Exhibit 24 - Optional Features                            |                   |    |
| Exhibit 25 - Addendums                                    |                   |    |
| Exhibit 26 - Request for Confidentiality                  |                   |    |
| <b>Cost Proposal</b>                                      |                   |    |