

# Iowa Judicial Branch

1111 East Court Avenue  
Des Moines, IA 50319  
(515) 348-4880  
Fax: (515) 348-4914



## Request for Proposal

### RFP Cover Sheet

#### Administrative Information:

Title of RFP:	<b>Digital Recording Systems for Courtrooms in District Courts</b>	RFP Number:	<b>2018-JBDRS</b>
Agency:	<b>Iowa Judicial Branch (IJB)</b>		
Agency seeks to purchase:	<b>Digital Recording Systems for Courtrooms</b>	Available to Political Subdivisions?	Yes
Number of <u>months</u> or <u>years</u> of the <b>initial term</b> of the contract:	<b>Three (3) years</b>	Number of possible extensions:	<b>Three (3) two-year extensions</b>
Initial Contract term beginning:	<b>Date contract signed</b>	Ending:	<b>Three years after date contract is signed</b>
<b>State Issuing Officer:</b> <b>John Goerdt, Deputy State Court Administrator</b> <b>1111 East Court Avenue</b> <b>Des Moines, IA 50319</b> <b>Email address: john.goerdt@iowacourts.gov</b>			
<b>Procurement Timetable—Event or Action:</b>			<b>Date/Time (Central Time)</b>
<b>(1) Agency Posts Notice of RFP on Target Small Business (TSB) website</b>			<b>September 4, 2018</b>
<b>(2) Agency Issues RFP</b>			<b>September 6, 2018</b>
<b>(3) RFP written questions, requests for clarification, and suggested changes from Contractors due:</b>			<b>September 20, 2018</b>
<b>(4) Agency’s written response to RFP questions, requests for clarifications and suggested changes due:</b>			<b>October 4, 2018</b>
<b>(5) Proposals Due Date and Time:</b>			<b>October 25, 2018 (Time: 4:00 PM)</b>
<b>(6) Anticipated Date to issue Notice of Intent to Award:</b>			<b>November 29, 2018</b>
<b>(7) Anticipated Date to execute contract:</b>			<b>December 27, 2018</b>

<b>Relevant Websites:</b>	<b>Web-address:</b>
Internet website where Addenda to this RFP will be posted:	<a href="https://www.iowacourts.gov/for-the-public/rfp/">https://www.iowacourts.gov/for-the-public/rfp/</a> <a href="https://bidopportunities.iowa.gov/">https://bidopportunities.iowa.gov/</a>
Internet website where contract terms and conditions are posted:**	<a href="https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf">https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf</a> <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>
Number of copies of proposals required to be submitted:	<b>5 paper, 1 digital</b>
Performance security required:	<b>Not applicable</b>
<b>Firm Proposal Terms</b> Per Section 3.2.13, the minimum Number of Days following the deadline for submitting proposals that the Contractor guarantees all proposal terms, including price, will remain firm:	<b><u>120 Days</u></b>

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## Section 1 Introduction

### 1.1 Purpose

With this Request for Proposals (RFP), the Iowa Judicial Branch (IJB) – the Agency - intends to solicit proposals from Responsible Contractors to provide digital recording systems and services identified on the RFP cover sheet and further described in Section 4 of this RFP. The Agency intends to award a Contract(s) beginning and ending on the dates listed on the RFP cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

### 1.2 Definitions

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

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

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

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

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

**“Digital recording system”** means the digital recording equipment (mixer, microphones, microphone stands, and necessary cables and wiring, etc.), recording management software, and recording playback application needed to produce and retain a complete and accurate verbatim record of court proceedings for producing complete and accurate transcripts of court proceedings, when needed.

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

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

**“Responsive Proposal”** means a Proposal that complies with the material provisions of this RFP, with few if any exceptions.

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

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

### **1.3 Overview of the RFP Process**

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

### **1.4 Background Information**

This RFP is designed to provide Contractors with the information necessary for the preparation of competitive Proposals. The RFP process is for the Agency's benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Contractor is responsible for determining all factors necessary for submission of a comprehensive Proposal.

The Agency seeks to install digital recording systems in a minimum of **20** courtrooms in district courts during the first 12 months of the contract and in additional courtrooms in subsequent years, as funding becomes available. The intent is to provide the option to electronically record court proceedings when court reporters are unavailable. The digital recording equipment and recording management software that the Agency purchases through this RFP process will become the standard digital recording system for the IJB for future purchases and installations.

## Section 2 Administrative Information

### 2.1 Issuing Officer

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

### 2.2 Restriction on Communication

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, ***Contractors may contact only the Issuing Officer – and only in writing.*** 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. Contractors may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Contractors may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

### 2.3 Downloading the RFP from the Internet

The RFP document and any addenda to the RFP will be posted at <https://www.iowacourts.gov/for-the-public/rfp/> and <https://bidopportunities.iowa.gov/>.

The Contractor is advised to check the website periodically for Addenda to this RFP, particularly if the Contractor downloaded the RFP from the Internet as the Contractor may not automatically receive addenda. It is the Contractor's sole responsibility to check daily for addenda to posted documents.

### 2.4 Procurement Timetable

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

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

Contractors may submit *written* questions and requests for clarifications regarding the RFP. Contractors may also submit written 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 before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Contractor shall reference the page and section number(s). The Agency will send written responses to questions, requests for clarifications, or suggestions will be received from Contractors on before the date listed on the RFP cover sheet. The Agency's written responses will become an addendum to the RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an addendum to the RFP.

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

## **2.6 Amendment to the RFP**

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

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

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

## **2.8 Submission of Proposals**

The Agency must receive the Proposal at the Issuing Officer's address identified on the RFP cover sheet no later than the Proposals Due Date and Proposal Due Time listed on the RFP cover sheet, unless such date and time is extended by the Agency, at its sole discretion, through the issuance of an addendum to this RFP. Contractors mailing Proposals must allow ample delivery time to ensure timely receipt of their Proposals. It is the Contractor's responsibility to ensure that the Proposal is received no later than the Proposals Due Date and Proposals Due Time. Postmarking by the due date, or a guaranteed or expected delivery by a courier will not substitute for actual receipt of the Proposal. Electronic mail and faxed Proposals will not be accepted.

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

## **2.9 Proposal Opening**

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

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

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

## **2.11 No Commitment to Contract**

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

## **2.12 Rejection of Proposals**

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



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

**2.13 Nonmaterial Variances**

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

## **2.14 Reference Checks**

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

## **2.15 Information from Other Sources**

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

## **2.16 Verification of Proposal Contents**

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

## **2.17 Proposal Clarification Process**

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

## **2.18 Disposition of Proposals**

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

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

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

### **2.21.1 Form 22 Request for Confidentiality**

**Form 22 must be completed and included with Contractor'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 deemed non-responsive and not evaluated.**

**2.21.2 Confidential Treatment Is Not Requested**

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

**2.21.3 Confidential Treatment of Information is Requested**

A Contractor requesting confidential treatment of specific information shall: (1) fully complete Section II of Form 22, (2) conspicuously mark the outside of its Proposal as containing confidential information, (3) mark each page upon which the Contractor believes confidential information appears **and clearly identify each item for which confidential treatment is requested (marking a page in the 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 Contractor: (1) enumerates the specific grounds in Iowa Code chapter 22 or other applicable law that supports treatment of the material as confidential, (2) justifies why the material should be maintained in confidence, (3) explains why disclosure of the material would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Contractor to respond to inquiries by the Agency concerning the confidential status of such material.

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

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

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

Contractor and with or without affording Contractor the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

**2.20 Copyright Permission**

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

**2.21 Release of Claims**

By submitting a Proposal, the Contractor agrees that: (a) the Agency and the State shall not be liable to any extent for any information, facts or data (or the completeness or accuracy thereof) provided in the RFP or for any information, facts or data that may be omitted from the RFP, regardless of whether such inaccurate, incomplete or omitted information or data would be considered material or relevant to a Contractor for purposes of making an informed decision to either submitting a proposal or entering into a contract, if awarded to a successful Contractor; and (b) it will not bring any claim or cause of action against the Agency or the State based on any misunderstanding concerning the information provided in the RFP or concerning the Agency's or the State's failure, negligent or otherwise, to provide the Contractor with complete, pertinent, or accurate information in this RFP or for any failure to provide information that any Contractor might consider relevant for purposes of making a decision to submit a proposal or to enter into any contract resulting from this RFP.

**2.22 Contractor Presentations**

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

**2.23 Evaluation of Proposals Submitted**

The submission of a Proposal shall be deemed a representation and warranty by the Respondent that it: (a) is a sophisticated party possessing sufficient knowledge and expertise concerning the subject matter of this RFP; (b) is able to fully and independently evaluate the advisability of submitting a proposal and in assuming and performing all duties, liabilities and obligations described in or contemplated by this RFP; (c) has conducted its own independent gathering, review and investigation of all information, facts and data necessary for purposes of making an informed decision whether to submit a proposal and to assume and perform all duties, liabilities, and obligations described herein, without relying on any specific facts, information or representations of any kind made or provided by or on behalf of the Agency, including any information presented in this RFP; and (d) it has investigated all aspects of the RFP, and it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and it has read and understands the RFP. No request for modification of the provisions of the Proposal shall be considered after its submission on the grounds the Respondent was not fully informed as to any fact or condition. Statistical information which may be contained in the RFP or any addendum is for informational purposes only. The Agency disclaims any responsibility for any information or facts that may subsequently be determined to be incomplete or inaccurate. The Agency does not represent or warrant the accuracy or completeness of any such information, and

the Agency shall not be liable for any errors or omissions, or the results of errors or omissions, which may be discovered, at any time, to exist in RFP, including any appendices, attachments or amendments thereto.

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

**2.24 Award Notice and Acceptance Period**

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

**2.25 No Contract Rights Until Execution**

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

**2.26 Choice of Law and Forum**

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

**2.27 Restrictions on Gifts and Activities**

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

**2.28 No Minimum Guaranteed**

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

**2.29 Appeals**

Appeals of the Notice of Intent to Award need to be received in the office of the State Court Administrator within 5 calendar days following the posting of the Notice of Intent to Award a contract.

## Section 3 Form and Content of Proposals

### 3.1 Instructions

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

- 3.1.1** The Proposal shall be typewritten on 8.5" x 11" paper and sent in sealed envelope. The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such and placed in a separate sealed envelope. The envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes shall be labeled with the following information:

**RFP Number: 2018-JBDRS**

**RFP Title: Digital Recording Systems for Courtrooms in District Court**

**Issuing Officer Name: John Goerdt, Deputy State Court Administrator**

**Lead Agency Address: 1111 East Court Avenue, Des Moines, IA 50319**

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

Five (5) paper copies and one (1) digital copy of the Proposal shall be timely submitted to the Issuing Officer in a sealed envelope. The Cost Proposal shall be submitted in a separate sealed envelope.

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

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

### 3.2 Technical Proposal

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

**3.2.1 Transmittal Letter (Required)**

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

number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of Section 2.

**3.2.2 Table of Contents**

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

**3.2.3 Executive Summary**

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

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

**3.2.3.2** An overview of the Contractor's plans for complying with the specifications of this RFP.

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

**3.2.4 Requested Specifications and Scored Technical Specifications**

The Contractor 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 specification so indicates, Contractor 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 Contractor cannot satisfy. Failure to meet all specification in Section 4 will result in a lower evaluation score.

**3.2.5 Contractor Background Information**

The Contractor shall provide the following general background information:

**3.2.5.1** Does your state have a preference for instate Contractors? Yes or No. If yes, please include the details of the preference.

**3.2.5.2** Name, address, telephone number, fax number and e-mail address of the Contractor including all d/b/a's or assumed names or other operating names of the Contractor and any local addresses and phone numbers

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

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

**3.2.5.5** The location(s) including address and telephone numbers of the offices and other facilities that relate to the Contractor's performance under the terms of this RFP

**3.2.5.6** Number of employees

- 3.2.5.7** Type of business
- 3.2.5.8** Name, address and telephone number of the Contractor's representative to contact regarding all contractual and technical matters concerning the Proposal
- 3.2.5.9** Name, address and telephone number of the Contractor's representative to contact regarding scheduling and other arrangements
- 3.2.5.10** Name, contact information and qualifications of any subcontractors who will be involved with this project the Contractor proposes to use and the nature of the goods and/or services the subcontractor would perform.
- 3.2.5.11** Name, address and telephone number of the Contractor's accounting firm
- 3.2.5.12** The successful Contractor will be required to register to do business in Iowa before payments can be made.  
For Contractor registration documents, go to:  
<https://das.iowa.gov/procurement/Contractors/how-do-business>

**3.2.6 Experience (included in Scored Technical Specifications, see Section 5.4.2)**

The Contractor must provide the following information regarding its experience:

- 3.2.6.1** Number of years in business.
- 3.2.6.2** Number of years of experience providing the types of goods and/or services sought by the RFP.
- 3.2.6.3** The level of technical experience in providing the types of goods and/or services sought by the RFP.
- 3.2.6.4** Number and names of countries where Contractor has installed digital recording systems in courtrooms.
- 3.2.6.5** Total number of courtrooms in which Contractor has installed digital recording systems.
- 3.2.6.6** A list of all courthouses in the United States where the Contractor has provided digital recording systems similar to those sought by this RFP in the *past five calendar years, including the name and location (city, state) of the courthouse, and the name and phone number of a contact person in each courthouse.*
- 3.2.6.7** Letters of reference from three (3) previous customers or clients knowledgeable of the Contractor's performance in providing goods and/or services similar to the digital recording systems described in this RFP and a contact person and telephone number for each reference.



**3.2.7 Personnel (included in Scored Technical Specifications, see Section 5.4.2)**

The Contractor must provide resumes for three key personnel who will be involved in providing the goods and/or services contemplated by this RFP. The following information must be included in the resumes:

**3.2.7.1** Full name

**3.2.7.2** Education

**3.2.7.3** Years of experience and employment history particularly as it relates to the specifications of the RFP

**3.2.8 Termination, Litigation, Debarment**

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

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

**3.2.8.2** Describe any damages or penalties assessed against or dispute resolution settlements entered into by Contractor under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.

**3.2.8.3** Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Contractor to engage in any business, practice or activity.

**3.2.8.4** A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Contractor or its officers have been a party.

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

Failure to disclose these matters may result in rejection of the Proposal or termination of any subsequent Contract. The above disclosures are a continuing requirement of the Contractor. Contractor shall provide written notification to the Agency of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Contractor, following execution of the Contract.

**3.2.9 Criminal History and Background Investigation**

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

**3.2.10 Acceptance of Terms and Conditions**

By submitting a Proposal, Contractor acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions linked on the RFP cover sheet without change except as otherwise expressly stated in its Proposal. If the Contractor takes exception to a provision, it must: (a) identify it by page and section number; (b) state the reason for the exception; (c) set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision; and (d) **comply with all requirements set forth in Section 6 of this RFP**. If Contractor's exceptions or responses materially alter the RFP, or if the Contractor submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

**3.2.11 Certification Letter**

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

**3.2.12 Authorization to Release Information**

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

**3.2.13 Firm Proposal Terms**

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

**3.2.14 Warranty**

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

**3.3 Cost Proposal**

The Contractor shall provide its cost proposal in a *separately sealed envelope* for the proposed goods and/or services. The Contractor must also complete and include Attachment # 5 – Cost Proposal Form with its Cost Proposal.

**3.3.1 Payment Methods**

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract. The State Pcard and EAP are preferred payment methods, but payments made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Contractors shall provide payment acceptance information in this section 3.3.1 in their Cost Proposals. **This information will not be scored as part of the Cost Proposal or evaluated as part the Technical Proposal.**

**3.3.1.1 Credit card or ePayables**

The State of Iowa's Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Contractor uses the Pcard or EAP payment methods. Pcard-accepting Contractors must abide by the State of Iowa's Terms of Pcard Acceptance.

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

Contractors shall provide a statement regarding their ability to accept payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit.

[https://das.iowa.gov/sites/default/files/acct\\_sae/man\\_for\\_ref/forms/eft\\_authorization\\_form.pdf](https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_authorization_form.pdf)

**3.3.1.3 State Warrant**

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

**3.3.2 Payment Terms**

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

**3.3.3 Contractor Discounts**

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

**3.3.3.1 Prompt Payment Discount**

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

**3.3.3.2 Cash Discount**

The State may consider cash discounts when scoring Cost Proposals.

## Section 4      Technical Specifications

### 4.1 Overview

The successful Contractor shall provide the goods and/or services to Agency and other agencies using the Contract in accordance with the specifications as provided in this Section. The Contractor shall address each technical 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, Contractor 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 Contractor. Proposals must identify any deviations from the specifications of this RFP or specifications the Contractor cannot satisfy. If the Contractor deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

### 4.2 Scored Technical Specifications

Contractors must mark either **“yes”** or **“no”** to each technical specification in their Proposals. By indicating “yes” a Contractor agrees that it shall comply with that specification throughout the full term of the Contract, if the Contractor is successful. In addition, if specified by the specifications or if the context otherwise requires, the Contractor shall provide references and/or supportive materials to verify the Contractor’s compliance with the specification. The Agency shall have the right to determine whether the supportive information and materials submitted by the Contractor demonstrate the Contractor will be able to comply with the Specifications.

#### 4.2.1 Digital Audio-Video Recording Equipment

*Note: The Agency will provide a computer for each courtroom where the digital recording management software will be installed. Contractor does not need to include it in the bid.*

Where applicable, Contractor will identify the manufacturer, model number, and warranty for each item in this section:

	.1 High quality receiver/mixer that includes: minimum of 8 audio input channels for microphones; minimum of 1 digital video input port for digital video recording; telephone input capable of connection to analog, digital, and IP phones for telephone conferences; and ability to connect it to a computer in the courtroom
	.2 High quality microphones: minimum of 8 unidirectional and mutable microphones on a goose neck arm (1 at the bench, 1 at the witness stand, 2 on the plaintiffs’ table, 2 on the defendants’ table, 1 at the the jury box, and 1 spare/replacement unit)
	.3 UPS to support systems in courtroom
	.4 Rack for mounting and protecting equipment, if required
	.5 Any additional wiring / cabling for the microphones and mixer
	.6 Compatible peripherals (industry standard foot pedals, headphones)
	.7 Configurable to allow for centralized monitoring of proceedings being recorded in multiple locations (for future implementation as appropriate)
	.8 A visible indicator at the judge’s bench to inform courtroom participants that the digital recording system is on and operating

	.9 Provide an estimate of the size (bytes) of recordings per channel, per minute
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#### 4.2.2 Digital Recording Management Software

*The Contractor will:*

	.1 Identify the name, manufacturer, version number, and warranty for the software application
	.2 Provide one copy of the software to the Iowa Judicial Branch and one digital recording file of 15 to 20 minutes in length – with audio recorded on 8 tracks or channels, for use by members of the Evaluation Committee. (Note: The IJB will not share the software with anyone other than Evaluation Committee members and will delete the software by the anticipated date to execute the award (in § 2.4)).
	.3 Ensure the Contractor provides a post-implementation review – 60 days after last installation
	.4 Provide software updates when available
	<i>The software will:</i>
	.5 Offer an open architecture approach (will work with industry standard recording equipment from multiple manufacturers)
	.6 Include a user-friendly interface with visible indicators that monitor active microphones
	.7 Provide ability to quickly enter key information (e.g., date, courtroom, judge, case number, party and attorney names, etc.) at the start of each hearing
	.8 Provide simultaneous recording and archiving to two different locations/drives
	.9 Provide the ability to store and archive recording data in a centralized location
	.10 Provide the ability to search for and perform playback while recording
	.11 Provide the ability to record a minimum of 8 individual audio channels and 1 video channel
	.12 Provide the ability to create searchable electronic linked annotations / log notes (searchable by keyword and time)
	.13 Provide the ability to monitor recording status via digital verification device
	.14 Provide the ability to monitor all recording components remotely
	.15 Provide the ability to integrate recording data into Iowa’s case management system (e.g., upload or link a recording to a docketed event for the proceeding)
	.16 Provide the ability to seal all or part of a recording
	.17 Provide the ability to store in digital format with continuous time stamp, not countdown or progression times
	.18 Provide the ability to do automatic bookmarks to indicate start, pause, stop
	.19 Provide the ability to retrieve recordings from any location on the judicial branch network.
	.20 Provide the ability to name recording files (e.g., to indicate county, case number, date and time of proceeding)

	.21 Ensure it is configurable to allow for centralized monitoring of proceedings being recorded in multiple locations
	.22 Ensure the software configuration is based on end user needs
	.23 Provide security features (login/password, role-based, configurable, audit trail, reports)
	.24 Provide the ability to convert audio files to common audio file formats (e.g., MP3, MP4, WAV, WMA)

#### 4.2.3 Recording Playback and Transcription Application

Contractor will provide a recording playback and transcription application that includes the following:

	.1 (a) One copy of the software to the Iowa Judicial Branch and one digital recording file of 15 to 20 minutes in length. which includes at least 8 tracks or channels, for use by members of the Evaluation Committee; the IJB will not share the software with anyone other than Evaluation Committee members and will delete the software by the date anticipated date to execute the award (in § 2.4); and (b) one set of transcription hardware/equipment (e.g., foot pedal, headset) needed to test the transcription application.
	.2 Allows a transcriptionist to play, rewind, fast forward, and search time stamp and keywords
	.3 Allows a transcriptionist to listen to up to 8 individual channels (1 for each of 8 microphones)
	.4 Allows a transcriptionist to play a recording in multiple formats (e.g., MP3, MP4, WMA, WAV) and across platforms ( <i>identify which platforms Contractor supports</i> )
	.5 Allows a transcriptionist to hear recordings clearly to enable preparation of a complete, true, and correct transcript
	.6 Allows a transcriptionist to isolate individual channels to distinguish speakers who speak simultaneously
	.7 Allows separate volume control for each channel
	.8 Allows a transcriptionist to mute all but 1 channel during playback
	.9 Allows a transcriptionist to slow down the speed of the audio playback
	.10 Allows sound quality noise filtration or removal of non-important ambient noise (bass, treble and gain)
	.11 Allows exporting recordings to a standard format (all or part of recording, with or without notes)
	.12 Allows the use of foot pedals to facilitate the making of transcriptions

#### 4.2.4 Digital Recording Equipment Installation Plan

Contractor will explain:

	.1 Steps required to prepare a courtroom for installation of a digital recording system
	.2 Steps contractor will take to install a digital recording system in a courtroom

	.3 Steps contractor will take to test the digital recording equipment
	.4 Steps contractor will take to install sound amplification equipment, if needed
	.5 Steps contractor will take to test the sound amplification equipment, if needed
	.6 The number of people who will be involved in performing the installation and the technical skills and experience of each person
	.7 The estimated amount of time required to complete steps .1 through .5 (above) in an average courtroom

#### 4.2.5 Digital Recording Equipment Training and Documentation Plan

*Contractor will:*

	.1 Describe the steps contractor will take to train judges, district court staff, and central Judicial Branch I.T. (JBIT) staff regarding the use of the digital recording equipment and related software and, for central JBIT staff – regarding centralized backup, archival, and recovery of digital recordings
	.2 Identify who will conduct the training in each location and the skills and experience of that person or persons
	.3 Provide the average length of a training session
	.4 Identify and describe the training materials contractor will provide to each judge, district court staff member, and central JBIT staff who receive training.
	<i>Contractor will provide:</i>
	.5 Software installation documentation
	.6 System documentation (system, procedural, on-line, install, backup, recovery, retention, and retrieval)

#### 4.2.6 Digital Recording Equipment Maintenance and Support Plan

*Contractor will:*

	.1 Explain the nature and types of equipment and software services provided pursuant to an annual maintenance and support agreement for 3 years, and for 1 year past warranty period
	.2 Identify the number of persons who will provide the maintenance and support services and the training they have received
	.3 Identify location of support personnel who will provide the services
	.4 Identify the average response time for obtaining telephone-based technical assistance for maintenance and support
	.5 Identify the average response time for maintenance and support staff to arrive at a courthouse location to provide on-site maintenance and support
	.6 Provide next business day replacement of faulty equipment and installation of the new equipment by a vendor-supplied technician
	.7 Provide free software updates when available

#### 4.2.7 Sound amplification equipment

Note: Only some courtrooms need new sound amplification equipment. This section will be scored by the RFP evaluation committee, but it will be given a *low weight* among the scoring criteria; see part 5.4.2 (below).

	.1 Multi-zone amplifier for the courtroom sound system
	.2 Sound amplifier functionality for sound masking conferences at the judge's bench
	.3 Cables and wiring for the amplifier amplifier
	.4 Sound amplification speaker -- to be wall mounted (per speaker)
	.5 Speaker mounting brackets (per speaker)
	.6 Wiring / cables for speakers (per speaker)
	.7 ADA compliant listening assist to provide audio to a mobile remote receiver and headset for the purpose of an ADA accommodation for a hard of hearing person.

#### 4.3 Optional Equipment Specifications\*

\*All items listed in this section are optional specifications. These specifications will be evaluated and scored in the technical proposal. Costs for optional specifications shall be identified in the cost proposal. However, *costs for optional specifications will not be considered in the determination of the cost score.*

##### Audio/Visual Recording Equipment

	.1 Digital video camera, mounting bracket, and wiring to mount the camera on a wall to capture courtroom participants who speak during a proceeding.
	.2 Additional equipment and software needed to provide centralized monitoring of digital recording systems in multiple courtrooms.
	.3 A portable digital recording system (mixer, a minimum of 4 microphones and stands, and recording management software) for use by judges who travel among courthouses or for use as a backup recording system for a courthouse.
	.4 Other additional equipment and/or software or other features that would enhance the functionality and utility of a digital recording system in courtrooms.



## Section 5 Evaluation and Selection

### 5.1 Introduction

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

### 5.2 Evaluation Committee

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

The Agency's Evaluation Committee will initially review and evaluate each proposal received to determine the Contractor's ability to meet the RFP requirements.

The Evaluation Committee will select a maximum of five (5) Contractors that are best suited to meet the needs of the Agency based on the scoring of the evaluation criteria. These Contractors will form the Contractor Short List. As part of the evaluation process, the Agency may ask questions of a clarifying nature from Contractors as required.

The Agency, at its *sole discretion*, reserves the right to have system *demonstrations* with Contractors on the Contractor Short List. Demonstrations will be conducted at the Agency offices at 1111 East Court Avenue, Des Moines, IA. Time limitations and demonstration requirements will be provided with the notification. Each Evaluation Committee member will score the demonstration. Demonstrations may involve a scripted demonstration as well as a demonstration "lab."

The Agency may request additional information or clarification of proposals and hereby reserves the right to select the particular response to this RFP that it believes will best serve its business and operational requirements, considering the evaluation criteria set forth below.

The Agency reserves the right cancel this RFP at any time or reject any or all proposals received as a result of this RFP if it is in the best interest of the Agency.

### 5.3 Tied Bid and Preferences

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

Notwithstanding the foregoing, if a tied bid involves an Iowa-based contractor or products produced within the State of Iowa and a contractor based or products produced outside the State

of Iowa, the Iowa contractor will receive preference. If a tied bid involves one or more Iowa contractors and one or more contractors outside the state of Iowa, a drawing will be held among the Iowa contractors only.

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

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

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

**5.4 Proposal Evaluation Criteria**

All Technical Proposals will be evaluated to determine the extent to which they comply with the Specifications and Scored Technical Specifications described in Section 4.1 and 4.2.

**5.4.1 Responsive Proposals**

To be deemed a Responsive Proposal, the Proposal must answer “Yes” or “No” to all parts of Section 4.2 and include supportive materials as required to demonstrate the extent to which Contractor will comply with the Specifications in that section.

**5.4.2 Scoring Criteria and Weights**

All items listed below are Scored Technical Specifications. All specifications will be evaluated and scored by the Evaluation Committee in accordance with Section 5.

<b>Scoring Criteria for Contractor Experience &amp; Qualifications and Technical Specifications Evaluation</b>	<b>Max. Points</b>
.1 Relevant Experience and References of Contractor (§3.2.6)	50
.2 Qualifications of Key Personnel (§3.2.7)	20
.3 Digital Recording Equipment Specifications (§4.2.1)	75
.4 Digital Recording Management Software Specifications (§4.2.2)	75
.5 Digital Recording Player Specifications (§4.2.3)	50
.6 Digital Recording Equipment Installation Plan (§4.2.4)	30
.7 Digital Recording Equipment Training and Documentation Plan (§4.2.5)	50
.8 Digital Recording Equipment Maintenance and Support Plan (§4.2.6)	60
.9 Sound Amplification Equipment (§4.2.7)	10
.10 Optional equipment (§4.3)	20
.10 Local/State Contractor Preference	10
<b>Subtotal: Maximum Technical Specifications Points</b>	<b>450</b>

<b>Scoring Criteria for Cost Proposal Evaluation*</b>	<b>Max. Points</b>
.1 Cost Proposal for Digital Recording Systems (§4.2.1 to §4.2.5)	200
.2 Cost for Digital Recording Systems Maintenance and Support (§4.2.6)	80
.3 Cost Proposal for Sound Amplification Equipment (§4.2.7)	20
<b>Subtotal: Maximum Cost Proposal Points</b>	<b>300</b>
<b>Total Possible Points</b>	<b>750</b>

**\*Cost proposals will be evaluated only after completion of the evaluation/scoring of the technical proposals by the RFP Evaluation Committee.**

### 5.4.3 Cost Proposal Scoring

After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored. If the Agency plans to request Bidder Demonstrations, the Cost Proposals will remain sealed during the evaluation of the Technical Proposal and any Bidder Demonstration.

To assist the agency in evaluating, Cost Proposals may be evaluated and points awarded as follows. Only prospective contractors that meet all of the required features will be considered during the cost evaluation phase of the review process. The compliant prospective contractor's technical points will be added to the cost points, to obtain the total points awarded for the proposal. The Cost Proposals will be ranked from cheapest to the most expensive. The cheapest shall receive the maximum number of points available in this section. To determine the number of points to be awarded all other Cost Proposals, the cheapest bid will be used in all cases as the numerator. Each of the other bids will be used as the denominator. The percentage will then be multiplied by the maximum number of points and the resulting number will be the cost points awarded to other compliant contractors. Percentages and points will be rounded to the nearest whole value.

Example:

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

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

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

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

## Section 6 Contractual Terms and Conditions

### 6.1 Contract Terms and Conditions

Notwithstanding any terms or conditions set forth in this Agreement (including, but not limited to, any terms or conditions set forth in any Enrollment, the Product Terms, the Online Services Terms, Use Rights, and any other agreements or documents of any kind incorporated into or in any way related to this Agreement), as such terms and conditions may be amended or modified from time to time, the parties hereto agree that the Agency, does not agree to and will not at any time be bound by or subject to any such terms or conditions: (i) to the extent such terms and conditions or any portion thereto are not permitted or authorized by any laws, rules or regulations applicable to the Agency, or this Agreement; (ii) to the extent such terms and conditions establish or impose any duties or obligations on the Agency that are not permitted or authorized by any laws, rules or regulations applicable to the Agency, or this Agreement; (iii) that limit the ability of the Agency to recover damages or seek any contractual, legal, equitable or other available remedies from or against the Contractor or any Affiliate of the Contractor to the extent that any such limitations are not permitted or authorized by, any laws, rules or regulations applicable to the Agency, or this Agreement.

Any contract(s) resulting from this RFP between the Agency and any Contractor(s) selected by the Agency shall be a combination of the specifications, terms and conditions referenced in this RFP, the offer of the Contractor contained in the Contractor's proposal (excluding any exceptions taken by Contractor in accordance with this Section 6 that are not accepted by the Agency specifically in writing and contained in an executed agreement), written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary by the Agency. The Agency reserves the right to either award a contract without further negotiation with any successful Contractor(s) or to negotiate contract terms with any selected Contractor(s) if the best interest of the Agency would be served. No exception or proposed amendment by a Contractor to the provisions or terms and conditions of this RFP, including the General Terms and Conditions shall be incorporated into any resulting Contract unless the Agency has explicitly accepted the Contractor's exception or amendment in writing in the resulting Contract.

The contract terms and conditions referenced in this RFP are not intended to be a complete listing of all contract terms and conditions that may be deemed necessary by the Agency, but are provided only to enable Contractors to better evaluate the costs associated with the RFP and the potential resulting contract. All costs associated with complying with these requirements should be included in any pricing quoted by the Contractor.

**By submitting a proposal, each Contractor acknowledges its complete acceptance of the terms, conditions, and requirements contained in this RFP, including the General Terms and Conditions, without change except as otherwise expressly stated in its proposal. If a Contractor takes exception to any terms, conditions, requirements or other provisions of this RFP (including those set forth in the General Terms and Conditions), it must state the reason for the exception and set forth in its proposal the specific contract language (using a redlined draft as provided below) it proposes to substitute in place of the excepted provision(s). If a Contractor takes exception to any term, condition or provisions contained in the General Terms or Condition or this RFP, the Contractor must produce a redlined draft of such terms, conditions or provisions, and such redlined draft must clearly reflect all of Contractor's**

**exceptions thereto and all alternative language or other changes that Contractor specifically proposes to make.**

Exceptions and/or proposed changes that materially change the terms, conditions, specifications, or requirements of the RFP (including those in the General Terms and Conditions) may be deemed non-responsive by the Agency, as determined in its sole discretion, resulting in possible disqualification of the Contractor's proposal. A Contractor's failure to state an exception to any term, condition, requirement or other provision of this RFP (including those contained in the General Terms and Conditions) and propose alternative language in accordance with this Section 6.1 may be conclusively deemed by the Agency to constitute Contractor's acceptance thereof. Any term, condition, provision, or requirement to which a Contractor fails to take exception and propose changes and/or alternative language in accordance with this (Section 6.1) **will not be subject to negotiation.** A Contractor may not take exception to all of the provisions or terms contained in this RFP or the General Terms and Conditions. A Contractor may not state that it takes exception to any or all terms, conditions, requirements, or other provisions of the RFP (including those contained in the General Terms and Conditions) to the extent any of the foregoing conflict with any terms or conditions contained in the Contractor's standard form contracts. A Contractor **may not** submit its standard form contract(s) for consideration in lieu of the General Terms and Conditions.

By submitting proposals in response to this RFP, Contractor acknowledges and agree that the Agency will not be required to negotiate from the Contractor's standard form contracts. This shall not preclude the Agency, however, from considering any exceptions or contract language proposed by a Contractor in any submitted redlined draft that may be based upon Contractor's standard contract language. The Agency reserves the right to refuse to enter into a contract with the successful Contractor for any reason, even after delivery of notice of selection or intent to negotiate a contract. The Agency further reserves the right to negotiate contract terms with the successful Contractor if the best interests of the State would be served.

By submitting proposals in response to this RFP, Contractors acknowledge and agree the following provisions will **not** be accepted or negotiated by the Agency:

1. Provisions that require the Agency to indemnify, hold harmless or defend a service provider (or any affiliate, director, employee, contractor, subcontractor, or agent of a service provider, etc)
2. Provisions that either: (a) are not permitted or authorized by any laws, rules or regulations applicable to the Agency or (b) establish or impose any duties or obligations on the Agency that are not permitted or authorized by any laws, rules or regulations applicable to the Agency.
3. Provisions that provide for exclusive remedies or which otherwise limit any remedies or legal recourse that may be available to the Agency.
4. Confidentiality or nondisclosure provisions that create obligations that conflict with the Agency's legal obligations under applicable laws such as Chapter 22 (open records).
5. Payment and interest (for overdue payments or late fees) provisions that are inconsistent or conflict with Iowa law, such as Iowa Code Section 8A.514.
6. Provisions that limit the time period during which the Agency or the Iowa Attorney General's office may bring an action against the service provider or other parties/third parties or provisions requiring the Agency to waive other rights relative to seeking legal recourse, such as waiver of jury trial.

7. Any definition of applicable law that does not include references to Iowa and Federal law, rules and regulations. The Agency reserves the right to rely on remedies or defenses available to it under Iowa law and Federal law (such as the Eleventh Amendment).
8. Provisions that would require the Agency to make or pledge any assets, monies, accounts and/or collateral of the Agency subject to any liens, security interests, rights of set off or recoupment in favor of the service provider.
9. Indemnification provisions (in which the service provider is indemnifying the Agency) that allow the service provider to defend the Agency and have sole control over the defense and settlement of any claims against the Agency.
10. Provisions that would require the Agency to waive any immunity to suit or liability or irrevocably waive sovereign or governmental immunity, or any defenses available to it under Iowa or Federal law. This is not intended to eliminate waivers of immunity that presently exist via statute (e.g., Chapter 669 relating to tort claims) or case law (e.g., the state, by entering into a contract, waives its defense of governmental immunity and may be sued for breach of contract).
11. Provisions that would limit a service provider's liability or responsibility for breach of contract only if the breach resulted from the service provider's gross negligence, willful misconduct, or fraud.

## **6.2 Special Terms (none)**

## **6.3 Duration**

The Agency currently anticipates that the duration of any resulting contract will be for an initial period of three years from the effective date of execution. The Agency will have the sole option to extend the contract upon the same or more favorable terms and conditions following expiration of the initial three year period by providing the selected Contractor with written notice for a total of three, two-year extensions. The resulting contract may be terminated at the Agency's discretion, with or without cause, after thirty (30) days written notice to the Contractor, or in the event of a change in law or insufficient funds, or as may otherwise be provided in any resulting contract.

## **6.4 Insurance**

1. Insurance Requirements. Contractor shall, at its sole expense, maintain in full force and effect, with insurance companies admitted to do business in the State of Iowa, insurance covering its work of the type and in amounts required by this RFP. Contractor's insurance shall, among other things, insure against any loss or damage resulting from or related to Contractor's performance of the Agreement regardless of the date the claim is filed or expiration of the policy. All insurance policies required by this RFP shall: (a) remain in full force and effect for the entire Term of the Agreement; and (b) not be reduced, changed (to the detriment of the State of Iowa or any Governmental Entities), or canceled (without being simultaneously replaced by another policy meeting the requirements of this RFP). The State of Iowa shall be named as additional insureds on all such policies, and all such policies shall include the following endorsement: "It is hereby agreed and understood that the State of Iowa is named as additional insured, and that the coverage afforded to the State of Iowa under this policy shall be primary insurance. If the State of Iowa has other insurance that is applicable to a loss, such other insurance shall be on an excess, secondary or contingent basis. The amount of the insurer's liability under this policy shall not be reduced by the existence of such other insurance." Notwithstanding the foregoing, the requirement that the State of Iowa be named as additional insureds on all policies of insurance shall not apply to Contractor's Workers

Compensation Insurance. The State of Iowa requires a Technology Errors and Omissions policy. Such insurance shall cover the liability of Contractor by reason of any actual or alleged error, omission, negligent act or wrongful act of Contractor committed in rendering or failing to render any products or service. In the event Contractor fails to secure and continuously maintain the insurance coverage required under this RFP, the State of Iowa may charge Contractor, and Contractor shall pay the State of Iowa, (a) the State of Iowa's actual expenses incurred in purchasing similar protection and (b) the value or amount of any claims, actions, damages, liabilities, costs, and expenses paid by the State of Iowa which would not have been paid by the State of Iowa if Contractor had complied with the requirements of this RFP.

2. Insurance Policies. Unless otherwise requested by the State of Iowa, Contractor shall cause to be issued insurance policies with the coverages set forth below:

<u>Type of Insurance</u>	<u>Limit</u>	<u>Amount</u>
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Products – Comp/Op Aggregate Personal injury Each Occurrence	\$5 million \$1 million \$1 million \$1 million
Excess Liability, umbrella form	Each Occurrence Aggregate	\$5 million \$5 million
Technology Errors and Omissions Insurance	Each Occurrence Aggregate	\$1 million \$1 million
Workers Compensation and Employer Liability	As Required by Iowa law	As required by Iowa law

3. Claims Provision. All insurance policies required by this RFP, with the exception of the policy for Errors and Omissions Insurance, must provide coverage on an “occurrence basis” for all claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy. The policy for Errors and Omissions Insurance will provide coverage on a “claims made” basis, provided however, that such policy includes extended reporting period or tail coverage acceptable to the State of Iowa.
4. Certificates of Coverage. At the time of execution of the Agreement, Contractor shall deliver to the State of Iowa certificates of insurance certifying the types and the amounts of coverage, certifying that said insurance is in force before the Contractor starts work, certifying that said insurance applies to, among other things, the work, activities, products and liability of the Contractor related to the Agreement, certifying that the State of Iowa is named as an additional insured on the policies of insurance by endorsement as required herein, and certifying that no cancellation or modification of the insurance will be made without at least thirty (30) days prior written notice to the State of Iowa. All certificates of insurance shall be subject to approval by the State of Iowa. The Contractor shall simultaneously with the delivery of the certificates deliver to the State of Iowa one duplicate original of each insurance policy.
5. Liability of Contractor. Acceptance of the insurance certificates by the State of Iowa shall not act to relieve Contractor of any obligation under this Agreement. It shall be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the life of this Agreement. 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 of Iowa 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 the Agreement, Contractor shall be fully responsible and liable for meeting and fulfilling all of its obligations under this RFP and Section 17 (Insurance) of the Agreement.

6. Waiver of Subrogation Rights. Contractor shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the State of Iowa. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the State of Iowa for all policies except for the policy for the Errors and Omissions Insurance.
7. Filing of Claims. In the event the State of Iowa suffers a loss and is unable to file a claim under any policy of insurance required under this Agreement, the Contractor shall, at the State of Iowa's request, immediately file a proper claim under such policy. Contractor will provide the State of Iowa with proof of filing of any such claim and keep the State of Iowa fully informed about the status of the claim. In addition, Contractor agrees to use its best efforts to pursue any such claim, to provide information and documentation requested by any insurer providing insurance required hereunder and to cooperate with the State of Iowa. Contractor shall pay to the State of Iowa any insurance proceeds or payments it receives in connection with any such claim immediately upon Contractor's receipt of such proceeds or payments.
8. Proceeds. In the event the State of Iowa suffers a loss that may be covered under any of the insurance policies required under this RFP and Section 17 (Insurance) of the Agreement, neither the Contractor nor any subsidiary or affiliate thereof shall have any right to receive or recover any payments or proceeds that may be made or payable under such policies until the State of Iowa has fully recovered any losses, damages or expenses sustained or incurred by it (subject to applicable policy limits), and Contractor hereby assigns to the State of Iowa all of its rights in and to any and all payments and proceeds that may be made or payable under



**Attachment #1 – Required  
Certification Letter**

**Alterations to this document are prohibited, see section 2.14.14.**

[Date]

**John Goerdt, Deputy State Court Administrator, Issuing Officer**

Iowa Judicial Branch  
1111 East Court Avenue  
Des Moines, IA 50319  
Email: john.goerdt@iowacourts.gov

Re: RFP Number **2018-JBDRS - Proposal Certifications**

Dear Mr. Goerdt:

I certify that the contents of the Proposal submitted on behalf of **[Name of Contractor]**  
\_\_\_\_\_ in response to **Agency** for RFP Number **2018-JBDRS** for Digital  
Recording Systems for Courtrooms in District Courts are true and accurate. I also certify that Contractor  
has not knowingly made any false statements in its Proposal.

**Certification of Independence**

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

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

**Certification Regarding Debarment**

6. I certify that, to the best of my knowledge, neither Contractor nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or

voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

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

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

- 7. Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2011)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Contractors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

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

Contractor is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 432*; or

Contractor is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(42) and (43)*.

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

Sincerely,

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

\_\_\_\_\_  
**Contractor Name and Title**

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

**Attachment #2 – Required**  
**Authorization to Release Information Letter**  
**Alterations to this document are prohibited, see section 2.14.14.**

**[Date]**

**John Goerdt, Deputy State Court Administrator [Issuing Officer]**  
**Iowa Judicial Branch [Agency]**  
**1111 East Court Avenue**  
**Des Moines, IA 50319**

**Re: RFP Number 2018-JBDRS - Authorization to Release Information**

**Dear John Goerdt, Deputy State Court Administrator [Issuing Officer]:**

**[Name of Contractor]** \_\_\_\_\_ hereby authorizes the **Agency** ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Contractor in response to **RFP Number 2018-JBDRS**.

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

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

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

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

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

Sincerely,

\_\_\_\_\_  
**Signature of Contractor's Authorized Representative**

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

\_\_\_\_\_  
Date

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

***FORM 22 (Form) must be completed and included with your response (Proposal) to the Request for Proposal (RFP). The Form is required whether the Proposal does or does not contain information for which confidential treatment will be requested.***

***Failure to submit a completed Form will result in the Proposal considered non-responsive and it will be eliminated from evaluation.***

**I. Confidential Treatment Is Not Requested**

A request for confidential treatment of information contained in our Proposal is not submitted.

Company	RFP Number	RFP Title
Authorized representative's name	Title	
Authorized representative's signature	Date	

\*\*\*\*\*

**II. Confidential Treatment Is Requested**

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

Per the paragraph labeled as Public Records and Requests for Confidential Treatment in section 2 of the Request for Proposal (RFP), a Contractor requesting portions of its Proposal be maintained in confidence must complete this form and submit it with its Proposal. Contractors should read and familiarize themselves with chapter 22 of the Iowa Code regarding release of public records before completing this Form. Contractor shall refer to the paragraph labeled as Public Records and Requests for Confidential Treatment in section 2 of the RFP for instructions regarding how to request confidential treatment of portions of its Proposal.

**Note:**

- 1. Completion of this Form is the sole means of requesting confidential treatment.**
- 2. A Contractor may not request pricing proposals be held in confidence.**

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

**To request confidentiality, Contractor must provide the following information:**

Contractor must conspicuously mark confidential material in its Proposal in accordance with the section titled Public Records and Requests for Confidential Treatment. **Check box when completed.**

Contractor must specifically identify and list the Proposal section(s) for which it seeks confidentiality and answer the following questions for each section listed:

- Explain the specific grounds in *Iowa Code Chapter 22* or other applicable law which support treatment of the material as confidential.
- Justify why the material should be kept in confidence.
- Explain why disclosure of the material would not be in the best interest of the public.
- Provide the name, address, telephone, and email for the Contractor’s person authorized to respond to inquiries by the Agency concerning the status of confidential materials.

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

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

Contractor must submit a Public Copy of its Proposal from which the confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible. **Check box when completed.**

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

**\*Failure to provide the information required on this Form may result in rejection of Contractor’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.**

\_\_\_\_\_  
Company

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

.....

**Judicial Branch Review  
(for Agency use only)**

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

\_\_\_\_\_  
Purchasing Agent Signature

\_\_\_\_\_  
Date

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

**Attachment #4 – Required  
Response Check List**

RFP Reference Section	Response Included?		Location of Response:
	Yes	No	
3.1.1 Number of Copies of the Bid Proposal	<input type="checkbox"/>	<input type="checkbox"/>	
3.1.2 One (1) Public Copy with Confidential Information Excised	<input type="checkbox"/>	<input type="checkbox"/>	
3.2.1 Transmittal Letter	<input type="checkbox"/>	<input type="checkbox"/>	
3.2.4 Specifications	<input type="checkbox"/>	<input type="checkbox"/>	
3.2.5 Contractor Background Information	<input type="checkbox"/>	<input type="checkbox"/>	
3.2.6 Experience	<input type="checkbox"/>	<input type="checkbox"/>	
3.2.7 Personnel	<input type="checkbox"/>	<input type="checkbox"/>	
3.2.8 Financial Information	<input type="checkbox"/>	<input type="checkbox"/>	
3.2.9 Terminations	<input type="checkbox"/>	<input type="checkbox"/>	
3.2.10 Acceptance of Terms and Conditions	<input type="checkbox"/>	<input type="checkbox"/>	
3.2.11 Certification Letter	<input type="checkbox"/>	<input type="checkbox"/>	
3.2.12 Authorization to Release Information	<input type="checkbox"/>	<input type="checkbox"/>	
3.2.13 Firm Proposal Terms	<input type="checkbox"/>	<input type="checkbox"/>	
3.2.14. Warranty	<input type="checkbox"/>	<input type="checkbox"/>	
4.2 Scored Technical Specifications	<input type="checkbox"/>	<input type="checkbox"/>	
4.3 Optional Specifications	<input type="checkbox"/>	<input type="checkbox"/>	
Attachment 1 – Certification Letter	<input type="checkbox"/>	<input type="checkbox"/>	
Attachment 2 – Authorization to Release Information Letter	<input type="checkbox"/>	<input type="checkbox"/>	
Attachment 3 – Form 22 – Request for Confidentiality	<input type="checkbox"/>	<input type="checkbox"/>	
Attachment 4 – Response Check List	<input type="checkbox"/>	<input type="checkbox"/>	

**Attachment #5 – Required  
Cost Proposal Form**

***Note: This form must only be attached to the Cost Proposal!!  
Do not include it with the Technical Proposal!!***

**Payment Terms**

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

**Cost Proposal**

Contractor’s Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices). All pricing to be FOB Destination, freight cost and all expenses included; and based on the Payment Terms outlined above. The following template is required. Please use additional pages to provide any additional narrative support for the costing information.

**Pricing shall include the proposed solution (including necessary licensing), migration of data, installation and technical support.**

***Please provide a detailed breakdown in your Cost Proposal for all costs included below.***

Deliverable Item (refer to Section 4 and its subsections)	Firm US Dollars
<b>Total Cost:</b>	