Iowa Judicial Branch

1111 East Court Avenue | Des Moines, IA 50319

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information:

Title of RFP:	Random Moment Sampling System and Title IV-E Claim Support	**RFP Number:**	JUV-27-4E-SW-004 **AMD 1**
Agency:	Iowa Judicial Branch (IJB or Agency)		
Number of years of the initial terms of the Contract:	3 years	**Number of possible annual renewals:**	3 additional 1-year terms exercisable by the IJB in its sole discretion
Anticipated Initial Contract Term Beginning:	11/30/26	**Ending:**	11/30/29

Issuing Officer:
Angi Hillers
angi.hillers@iowacourts.gov

PROCUREMENT TIMETABLE—Event or Action:	**Date/Time(Central time):**
Agency Posts Notice of RFP on TSB website	**9/19/26**
Agency Issues RFP	**9/21/26**
Letters of Intent to Bid	**10/12/26 3:00 PM**
RFP written questions, requests for clarification, and suggested changes from Respondents due:	**10/12/26 3:00 PM**
The IJB's written response to RFP questions, requests for clarifications and suggested changes due: (will be available on bidding website)	**10/16/26**
Proposals Due Date: Proposals Due Time:	**10/30/26 3:00 PM**
Anticipated Date to issue Notice of Intent to Award:	**11/06/26**
Anticipated Date to execute Contract:	**11/30/26**

Relevant Websites:	**Web-address:**
Internet website where Addenda to this RFP will be posted:	**https://www.iowacourts.gov/for-the-public/rfp/** **https://bidopportunities.iowa.gov/**

Internet website where General Terms for the Iowa Judicial Branch (IJB) Services Contracts are located:	https://www.iowacourts.gov/static/media/cms/General_TermsIJB_Services_Contracts_FAA0F7505A5D5.pdf
Electronic Copies of Proposals Required to be Submitted to Issuing Officer.	
Firm Proposal Terms *Per Section 3.2.11, of the RFP the minimum Number of Days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm:*	**120 Days**

1 INTRODUCTION

1.1 PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the RFP cover sheet and further described in Section 4 of this RFP to the IJB, as identified on the RFP cover sheet. The IJB intends to award a Contract(s) beginning and ending on the dates listed on the RFP cover sheet, and the IJB, 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 are defined.

"Agency" means the agency identified on the RFP cover sheet that is issuing the RFP.

"Bid Proposal" or "Proposal" means Respondent's proposal submitted in response to the RFP.

"Contract" means the Contract(s) entered into with Respondent(s) as described in section 6.

"Contractor" means the awarded business/person to provide the contractual services agreed upon.

"General Terms" and "General Terms and Conditions" shall mean the General Terms for Juvenile Court Services service contracts as linked on the RFP cover page.

"**IJB**" shall mean the Iowa Judicial Branch.

"Invoice" means a Contractor's claim for payment. At the IJB's discretion, claims must be submitted on an original invoice from the Contractor and on a claim form accepted by the IJB, such as a General Accounting Expenditure (GAX) form.

"Juvenile Court Officer" or "JCO" means a person appointed as a juvenile court officer under section 602.7202 of the Iowa Code and also includes a chief juvenile court officer appointed under section 602.1217 of the Iowa Code.

"Juvenile Court Services" or "JCS", for the purposes of this RFP, means a unit of the Iowa Judicial Branch in which juveniles adjudicated by the Iowa Juvenile Court as delinquent and youth at risk of entering the court system receive services as directed by the Chief Juvenile Court Officer or designee.

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

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

"Responsive Proposal" means a Proposal that complies, in the sole discretion of the IJB, with the material provisions of this RFP.

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

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

"**Vendor**" means anyone who provides goods or services to another entity.

1.3 Overview of the RFP Process

The RFP process is for the IJB's benefit and is intended to provide the IJB with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Respondent is responsible for determining all factors necessary for submission of a comprehensive Proposal.

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

Respondents will be required to submit their Proposals electronically via email to the Issuing Officer.

1.4 Background Information

The mission of Juvenile Court Services (JCS) is to serve the welfare of children and their families within a sound framework of public safety. JCS is committed to providing the guidance, structure and services needed by every child under its supervision. Participation in Title IV-E claiming will continue to provide JCS with an additional funding source that can be utilized to develop and enhance youth and family programming and services.

In April of 2021, Iowa JCS implemented random moment sampling to claim federal reimbursement for certain administrative activities related to the proper and efficient administration of the Title IV-E Prevention Program. These included activities to develop necessary processes and procedures to establish and implement the provision of prevention services and programs for eligible individuals, policy development, program management, and data collection and reporting.

Additionally, Iowa has been claiming for allowable child-specific administrative activities, such as verification and documentation of program eligibility and activities that comport with or are closely related to one of the listed activities in 45 CFR 1356.60(c)(2), which include:

- Referral to services;
- Preparation for and participation in judicial determinations;
- Placement of the child;
- Development of the case plan;
- Case reviews;
- Case management and supervision;
- A proportionate share of related agency overhead; and

- Costs related to data collection and reporting.

JCS, within the Iowa Judicial Branch (IJB) is seeking to identify a successful respondent to:

1. Provide expert consultation and technical assistance with all aspects of Title IV-E claiming, including Administrative, Prevention Services, and Training.
2. Configure, implement, operate, and maintain a comprehensive web-based RMS system for Title IV-E Administrative claiming.
3. Draft, review and/or enhance Title IV-E Administrative claiming through quarterly evaluation of program and activity coding.
4. Provide appropriate reports as scheduled and/or on demand.
5. Provide technical assistance in case of an audit.
6. Complete required quality assurance (QA) activities and provide ongoing evaluation and advisement of internal JCS Title IV-E QA processes.
7. Provide assistance with the development of training programs, including preliminary training for new users, as well as ongoing evaluation and recommendations for improvement.
8. Participate in a minimum of quarterly virtual meetings to review data, trends and areas for improvement.

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

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/ , https://bidopportunities.iowa.gov/.

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

2.4 PROCUREMENT TIMETABLE

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

2.5 QUESTIONS, REQUESTS FOR CLARIFICATION, AND SUGGESTED CHANGES

Respondents are invited to submit written questions and requests for clarifications regarding the RFP. The questions or requests for clarifications 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 or requests for clarifications pertain to a specific section of the RFP, Respondent shall reference the page and section number(s). The IJB will post written responses to questions, requests for clarifications, or suggestions received from Respondents on or before the date listed on the RFP cover sheet to the website(s) referenced on the RFP cover sheet. The IJB's written responses will become an addendum to the RFP.

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

2.7 Amendment and Withdrawal of Proposal

The Respondent may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The amendment must be in writing. Electronic mail is acceptable. Respondents must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals. Electronic mail is acceptable for notice of withdrawal.

2.8 Submission of Proposals

Each Respondent is responsible for submitting its Proposal at the Issuing Officer's email address identified on the RFP cover sheet before the "Proposals Due" date and time listed on the RFP cover sheet, unless such date and time is extended by the IJB, at its sole discretion, through the issuance of an addendum to this RFP. **This is a mandatory requirement and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and the IJB will notify the Respondent.** It is the Respondent's responsibility to ensure that the Proposal is received by the Issuing Officer prior to the deadline. Late proposals, regardless of cause, will not be opened or considered for evaluation, and will be disqualified from further consideration. It is the Respondent's sole responsibility to ensure delivery at the stated location and time.

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

2.9 Proposal Opening

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

2.10 Costs of Preparing the Proposal

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

2.11 No Commitment to Contract

The IJB 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 IJB to award a Contract.

2.12 Rejection of Proposals

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

A. The Respondent fails to email the cost proposal in a separate attachment.
B. The Respondent acknowledges that a mandatory specification of the RFP cannot be met.
C. The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.
D. The Respondent's Proposal limits the rights of the IJB.
E. The Respondent fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 3 of this RFP.
F. The Respondent fails to timely respond to the IJB's request for information, documents, or references.
G. The Respondent fails to include Proposal Security, if required.
H. The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
I. The Respondent presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
J. The Respondent initiates unauthorized contact regarding the RFP with state employees.
K. The Respondent provides misleading or inaccurate responses.
L. The Respondent's Proposal is materially unbalanced.
M. There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the IJB from other sources) to satisfy the IJB that the Respondent is a Responsive Respondent.
N. The Respondent alters the language in Attachment 1: Certification Letter or Attachment 2: Authorization to Release Information letter.

2.13 Nonmaterial Variances

The IJB reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the IJB, 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 Respondents, 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 IJB waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP specifications or excuse the Respondent from full compliance with RFP specifications or other Contract specifications if the Respondent is awarded the Contract. The determination of materiality is in the sole discretion of the IJB.

2.14 Reference Checks

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

2.15 Information from Other Sources

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

2.16 Verification of Proposal Contents

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

2.17 Proposal Clarification Process

The IJB reserves the right to contact a Respondent after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the Respondent has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Respondent's Proposal. The IJB will not consider information received from or through Respondent if the information materially alters the content of the Proposal or the type of goods and/or services the Respondent is offering to the IJB. An individual authorized to legally bind the Respondent shall sign responses to any request for clarification. Responses shall be submitted to the IJB within the time specified in the IJB'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 Respondent. Once the IJB 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 Respondent 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 IJB's release of public records is governed by Iowa Code chapter 22. Respondents are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The IJB will produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Respondent as non-confidential records unless Respondent requests

specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein ***AND the information is confidential under Iowa or other applicable law.***

2.19.1 Form 22 Request for Confidentiality

Form 22 must be completed and included with respondent's proposal. Completion and submittal of form 22 is required whether the proposal does or does not contain information for which confidential treatment will be requested. Failure to submit a completed form 22 will result in the proposal being considered non-responsive and not evaluated.

2.19.2 Confidential Treatment Is Not Requested

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

2.19.3 Confidential Treatment of Information is Requested

A Respondent requesting confidential treatment of specific information shall perform *all* the following:

A. Complete Section II of Form 22,
B. Include the word "CONFIDENTIAL" in file name of its Proposal containing confidential information,
C. Mark each page upon which the Respondent believes confidential information appears and clearly identify each item for which confidential treatment is requested; *marking a page in the page margin is not sufficient identification*, and
D. Submit a "Public Copy" from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Respondent:

A. Enumerates the specific grounds in Iowa Code chapter 22 or other applicable law that supports treatment of the material as confidential,
B. Justifies why the material should be maintained in confidence,
C. Explains why disclosure of the material would not be in the best interest of the public, and
D. Sets forth the name, address, telephone, and email for the person authorized by Respondent to respond to inquiries by the IJB concerning the confidential status of such material.

The confidential material in the Public Copy 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 the IJB and State personnel from any responsibility for maintaining the information in confidence. Respondents may not request confidential treatment with respect to pricing information and transmittal letters. A Respondent's request for confidentiality that does not comply with this section or a Respondent's request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting Respondent's Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.

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

2.20 Copyright Permission

By submitting a Proposal, the Respondent agrees that the IJB may distribute the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Respondent consents to such distribution and warrants that such distribution will not violate the rights of any third party. The IJB 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 Respondent agrees that: (a) the IJB 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 Respondent for purposes of making an informed decision to either submitting a proposal or entering into a Contract if awarded to a successful Respondent; and (b) it will not bring any claim or cause of action against the IJB or the State based on any misunderstanding concerning the information provided in the RFP or concerning the IJB's or the State's failure, negligent or otherwise, to provide the Respondent with complete, pertinent, or accurate information in this RFP or for any failure to provide information that any Respondent might consider relevant for purposes of making a decision to submit a proposal or to enter into any Contract resulting from this RFP.

2.22 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 IJB, including any information presented in this RFP; and

D. has investigated all aspects of the RFP, and it is aware of the applicable facts of 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 that may be contained in the RFP or any addendum is for informational purposes only. The IJB disclaims any responsibility for any information or facts that may subsequently be determined to be incomplete or inaccurate. The IJB does not represent or warrant the accuracy or completeness of any such information, and the IJB 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 IJB will not necessarily award a Contract resulting from this RFP to the Respondent offering the lowest cost. Instead, the IJB will award the Contract(s) to the Responsible Respondent(s) whose Responsive Proposal the IJB believes will provide the best value to the IJB and the State.

2.23 Award Notice and Acceptance Period

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

2.24 No Contract Rights until Execution

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

2.25 Choice of Law and Forum

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

2.26 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Respondents are responsible for determining 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.

2.27 No Minimum Guaranteed

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

2.28 Appeals

If appealed, the state court administrator shall consider the evaluation committee's recommendation when making the final decision, but the state court administrator is not bound by the recommendation. The state court administrator may either accept or reject the recommended Respondent, or accept the Proposal of another Respondent, or elect not to select any Respondent. 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.

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 Specifications

The Proposal shall be submitted as an electronic file, in either Microsoft Word, or text searchable PDF format. The Proposal shall be divided into two separate electronic files: (1) the Technical Proposal and (2) the Cost Proposal. ***The Technical Proposal and the Cost Proposal shall be labeled in the file name as such and submitted as separate files.***

All cost information MUST be contained ONLY in the Cost Proposal and NOT included in the Technical Proposal.

The electronic submissions should be sent to the email address below:

Angi Hillers, Issuing Officer
Issuing Officer Email Address: angi.hillers@iowacourts.gov

In addition to submitting separate files for the Technical Proposal, as well as the Cost Proposal, the following information should also be included within the text of the email:

RFP Number: JUV-27-4E-SW-004
RFP Title: Random Moment Sampling System and Title IV-E Claim Support

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

3.1.2 Confidential Information

If the Respondent designates any information in its Proposal as confidential pursuant to Section 2, the Respondent must also submit one (1) electronic copy of the Proposal from which confidential information has been excised as provided in Section 2 and which file is labeled “Public Copy”.

3.1.3 Promotional or Display Materials

Proposals shall not contain promotional or display materials.

3.1.4 Attachments

Attachments shall be referenced in the Proposal.

3.1.5 If a Respondent Proposes Multiple Solutions

If a Respondent 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

An individual authorized to legally bind the Respondent shall sign the transmittal letter. The letter shall include the Respondent's mailing address, email 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 Respondent shall include a table of contents of its Proposal and submit with its Proposal.

3.2.3 Executive Summary

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

A. Statements that demonstrate that the Respondent has read, understands and agrees with the terms and conditions of the RFP including the Contract provisions in Section 6.
B. An overview of the Respondent's plans for complying with the specifications of this RFP.
C. Any other summary information the Respondent deems to be pertinent.
D. Mandatory Specifications and Scored Technical Specifications

Respondent shall answer whether 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, Respondent shall explain how it will comply with the specification. Merely repeating the Section 4 specifications may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the specifications of the RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specifications of this section, the IJB may reject the Proposal.

3.2.4 Vendor Background Information

Respondent shall provide the following general background information:

A. Name, address, telephone number, fax number and email address of the Respondent including all d/b/a's or assumed names or other operating names of the Respondent and any local addresses and phone numbers.
B. Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company.
C. State of incorporation, state of formation, or state of organization.
D. The location(s) including address and telephone numbers of the offices and other facilities that relate to the Respondent's performance under the terms of this RFP.
E. Number of employees.
F. Type of business.
G. Federal Tax ID.

H. Name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.
I. Name, address and telephone number of the Respondent's representative to contact regarding scheduling and other arrangements.
J. Name, contact information and qualifications of any subcontractors who will be involved with this project the Respondent proposes to use and the nature of the goods and/or services the subcontractor would provide.
K. Respondent's accounting firm.
L. The successful Respondent will be required to register to do business in Iowa before payments can be made.

For vendor registration documents, go to: https://das.iowa.gov/procurement/vendors/how-do-business

3.2.5 Experience

The Respondent must provide the following information regarding its experience:

A. Number of years in business.
B. Number of years of experience with providing the types of goods and/or services sought by the RFP.
C. The level of technical experience in providing the types of goods and/or services sought by the RFP.
D. A list of all goods and/or services similar to those sought by this RFP that the Respondent has provided to other businesses or governmental entities.
E. Personnel.

The Respondent must provide resumes for all 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:

A. Full name
B. Education
C. Years of experience and employment history particularly as it relates to the specifications of the RFP

3.2.6 Termination, Litigation, Debarment

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

A. If the Respondent had a contract for goods and/or services terminated for any reason, provide full details regarding the termination.
B. Describe any damages or penalties assessed against or dispute resolution settlements entered by Respondent under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including the dollar amount of damages, penalties and settlement payments.
C. Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Respondent to engage in any business, practice or activity.

D. A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Respondent or its officers have been a party.
E. Any irregularities discovered in any of the accounts maintained by the Respondent on behalf of others. Describe the circumstances and disposition of the irregularities.

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

3.2.7 Criminal History and Background Investigation

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

3.2.8 Acceptance of Terms and Conditions

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the Contract terms set forth in Section 6 as well as the General Terms for the Iowa Judicial Branch IJB Services Contracts linked on the RFP cover page, without change except as otherwise expressly stated in its Proposal. If the Respondent 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 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 Respondent's exceptions or responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the IJB may reject the Proposal, in its sole discretion.

3.2.9 Certification Letter

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

3.2.10 Authorization to Release Information

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

3.2.11 Firm Proposal Terms

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

3.3 COST PROPOSAL

The Respondent shall provide its cost proposal in a separate electronic file, in either Microsoft Word or text searchable pdf format, identified as such for the proposed goods and/or services. All cost information MUST be contained ONLY in the Cost Proposal and NOT included in the Technical Proposal. The Respondent must also complete and include Attachment # 4 – 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 of Iowa's Purchasing Card (Pcard) and ePayable solution (EAP) are preferred payment methods, but payments may be made by any of the following methods: Electronic Funds Transfer (EFT)/Automated Clearing House (ACH), or State Warrant. Respondents 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 of the Technical Proposal.***

3.3.1.1 Credit card or ePayables

Pcards and EAP are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Respondent uses the Pcard or EAP payment methods. Pcard-accepting Respondents must abide by the State of Iowa's Terms of Pcard Acceptance.

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

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

https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_authorization_form.pdf

3.3.1.3 State Warrant

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

3.3.2 Payment Terms

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

3.3.3 Respondent Discounts

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

3.3.3.1 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.

4 SPECIFICATIONS

4.1 OVERVIEW

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

4.2 MANDATORY SPECIFICATIONS

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

1. The Issuing Officer must receive the Bid Proposal, and any amendments thereof, prior to or on the due date and time.
2. The Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving federal funding by any federal department or agency.

4.3 SCORED TECHNICAL SPECIFICATIONS

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

Specifications – Describe how each item will be achieved The Successful Respondent shall:	**Weight**	**Score (0-4)**	**Total Possible Points**
A. Provide consultation and subject matter expertise in random moment sampling and all aspects of Title IV-E claiming. **Performance Measures:** 1. Respond to questions via email or phone call from JCS within 2 business days of receipt for non-time sensitive issues.	70		280

	2. Respond to time-sensitive issues via email or phone call within 2 hours of request.			
B.	Provide JCS with timely notification of developments or changes to Title IV-E claiming. **Performance Measures:** 1. Provide notification to JCS of Title IV-E claiming developments, policy changes, and regulatory updates within 5 business days of becoming aware of the change. 2. Communicate 100% of significant Title IV-E claiming changes that may impact JCS operations, compliance, or reimbursement opportunities.	40		160
C.	An email-based RMS system that meets all federal and state requirements and accurately allocates JCS Title IV-E costs. Performance Measure: 1. Maintain an email-based RMS system that complies with 100% of applicable federal and state Title IV-E requirements. ~~C.4. Maintain an RMS error rate of less than 2% as identified through quality assurance reviews or audits.~~ 2. Notify JCS within 24 hours of any issues to the system that prevent claiming, the plan to remedy the issue, and have sufficient samples for the quarter.	100		400
D.	Ensure JCS is maximizing claiming for all allowable Title IV-E costs. **Performance Measures:** 1. Identify and claim 100% of allowable Title IV-E costs in accordance with applicable federal and state requirements. 2. Submit Title IV-E full claim documentation, to include the claim calculation, as well as the supporting documentation utilized to calculate the claim, accurately on or prior to the 10th business day after the previous quarter's end. ~~3. Achieve and maintain an error rate of less than 2% for Title IV-E claims, as identified through audits, monitoring, or quality assurance reviews.~~ 3. Ensure all allowable Title IV-E reimbursement opportunities are evaluated and documented annually.	70		280
E.	Evaluate reporting needs on an ongoing basis and provide access to accurate reporting of Title IV-E data. **Performance Measure:** 1. Maintain data accuracy rates of 98% or greater through ongoing quality assurance and validation processes.	30		120
F.	Identify and implement QA measures required to ensure compliance with Title IV-E federal and state requirements. **Performance Measures:** 1. Develop, implement, and maintain quality assurance (QA) processes that ensure compliance with 100% of applicable federal and state Title IV-E requirements.	60		240

	2. Maintain an error rate of less than 2% in Title IV-E claiming and related processes as identified through QA reviews, monitoring, or audits.			
G.	Collaborate with JCS staff to evaluate needs and develop and deliver training for sampled staff. **Performance Measure:** 1. Provide initial and refresher training to 100% of sampled staff according to established schedules.	30		120
H.	Respondent Experience Requirements: 1. Have experience establishing, implementing and providing ongoing support for at least 3 functional email-based RMS systems, which meet all state and federal requirements. 2. A minimum of 5 years' experience in all aspects of Title IV-E claiming required. 3. A minimum of 3 years' experience in ongoing quality assurance development and implementation for Title IV-E activities required. 4. Have experience evaluating and providing ongoing training to support the RMS system that ensures adequate responses to maximize federal reimbursement.	20		80
I.	General Requirements: 1. Provide, configure, operate, and maintain a comprehensive web-based Random Moment Sampling system (RMS), which is statistically valid, and compliant with all federal and state guidelines and requirements. 2. Deliver technical Title IV-E administrative services, including cost allocation ~~reporting~~, accurately drafting quarterly claim for timely submission and enhancement and evaluation of program and activity coding ensuring compliance with federal and state Title IV-E guidelines. 3. Assist JCS in properly allocating Title IV-E administrative costs to their appropriate cost centers and ensure that the costs identified are permissible for federal financial participation (FFP) and are the only costs allocated to the Title IV-E program if applicable. 4. Ensure that any eligible population and services are included in the Title IV-E program and activities and review existing JCS programs and activities to identify and propose Title IV-E reimbursable activities currently being performed but not claimed. 5. Evaluate reporting needs on an ongoing basis and provide access to accurate reporting of Title IV-E data. 6. Provide technical assistance services for all aspects of Title IV-E claiming for which JCS is eligible. 7. Provide technical assistance services for implementation of the Title IV-E RMS claiming system,	90		360

including identifying needs and providing initial and ongoing staff training. 8. Provide technical assistance in case of an audit.			
J. RMS System Functional Requirements: 1. Provide a functional RMS system that meets both state and federal requirements as an acceptable cost allocation methodology for JCS. 2. Generate ongoing Random Moment Samples (samples); and send them electronically to eligible participants. Responses should not require a login. Participants must receive instant confirmation that their sample has been recorded successfully. 3. Monitor and collect sample responses; validate sample responses; and align each sample to the appropriate program and activity code. 4. Ensure that program and activity codes capture all the activities performed by the participants and distinguish Title IV-E activities from similar activities that are not eligible for Title IV-E reimbursement. This should be accomplished using "parallel" program and activity codes. 5. Require a narrative/free-text comment description of each activity selected, along with the activity code to ensure quality assurance. The narrative/free-text comment description must be stored in a manner that makes the comments available for QA purposes. 6. Provide a question in the response asking if the participant is working with a specific youth, and if the answer is yes, provide space for participant to enter the youth's Juvenile Identification number (JID). 7. Store and report each sample's initiation date and time, the participant name, confirmation of receipt, submittal of response, the time of sample completion, the program and activity codes selected, as well as the free text comments provided. All information must be available for audit purposes. 8. Send reminder emails to unresponsive participants at required intervals. Survey moments must expire at federally required intervals. Participants must not be able to respond to samples after federally required expiration. 9. Ensure work schedules for each participant can be programmed and adjusted quarterly within the RMS	100		400

system to ensure samples are only sent during each participant's work hours. 10. Maintain and store required identifiers associated with each participant for each sample. 11. Provide designated JCS users with adequate permissions to (at a minimum) create, edit, and update the sample group, user information, and participant work schedules within the RMS system. 12. Ensure statistically sound random moment samples.			
K. RMS User Permissions Requirements: 1. Ensure that Participants with standard permissions must be able to respond to samples by connecting to the website/database from a secure link in an email notification without requiring a login. 2. Ensure that Administrative users must have the required permissions to view initiated samples and associated submissions, including the ability to monitor participant responses, as well as the ability to view free-text comments provided in each sample. They must have the ability to create, edit, and delete participant information, as well as the ability to update work schedules for participants. They must have the ability to generate reports and create queries, in cooperation with the selected vendor. 3. Ensure that all edits and deletions are recorded.	30		120
L. Sampling Methodology Requirements: 1. In coordination with JCS, implement a federally compliant sampling plan methodology within the RMS system for selecting the random samples. 2. Cover the entire sample period, such as quarters, and must account for holidays, vacations, sick time, lunch hours, and other paid time not at work. 3. Assist JCS to identify and sample all eligible participants. 4. Generate an adequate number of samples to ensure validity to comply with federal requirements.	60		240
M. Quality Assurance/ Monitoring Requirements: 1. Provide quality assurance and monitoring to ensure sample is statistically valid and conducted in compliance with federal and state requirements.	40		160

2. Perform quarterly reviews to ensure proper procedures and accurate claims. 3. Continually review the RMS methodology to assure it meets current federal regulations. 4. Remain current on all Title IV-E training. 5. Notify JCS staff of Title IV-E training opportunities as they arise. 6. Validate that each sample comment matches the chosen program and activity. 7. Provide JCS with a report containing a random list of 10% of eligible candidate samples each week for quality assurance review. 8. Provide JCS with a report containing a random list of an additional 10% of eligible candidate samples each week for supplemental quality assurance review. 9. Provide JCS with a report containing a list of samples including Juvenile Identification number (JID) each week for quality assurance review of case number accuracy.			
N. Reporting and Ability to Query Requirements: 1. Provide standard reports that sort and display data in ways most commonly requested by human service and juvenile justice agencies. 2. Provide additional JCS configurable reports, defined by JCS needs, and detailed in a vendor and JCS developed script. 3. Allow JCS to have access and the ability to run scripts against the data with cooperation and assistance of the selected vendor, as a means of analysis for which no standard report is available.	20		80
O. Audit Requirements: 1. Maintain a fully automated audit trail system with audit records for information that, at a minimum, collects data associated with each change transaction to its initiator, captures date and time of system events and types of events. The audit trail system shall protect data and the audit tool from addition, modification, and/or deletion, and should be regularly reviewed/analyzed for indications of inappropriate or unusual activity.	100		400

2. Provide technical assistance to JCS in the event of an audit, including, but not limited to: i. Timely consultation. ii. Supporting applicable fiscal claim documents. iii. Supporting documentation related to development of the methodology for allocation of Title IV-E costs. iv. Records supporting initial training for participant staff. v. Documentation related to and supporting quality assurance processes.			
P. Connectivity and Access Requirements: 1. Network performance of the website hosting the RMS application meets or exceeds: i. download 250Mbps ii. Upload 250Mbps iii. JCS performs its own application support, with cooperative recommendations from selected vendor, limited to: • Design and entry of questions • Design of entry of responses • JCS device updates as necessary a. Browser setting changes b. Registry settings 2. Require NO installable software for participants. 3. Authenticate client device to secure website without requiring login to record sample. 4. Useable on PCs running Windows 10 and above, iPads running iOS 13.6.1 or above, MacOS 10.15.6 or above, tablets and smart phones running Android 8 and above, and iPhone 7 or above. 5. Useable at a minimum resolution of 1280 x 720.	80		320
Q. System Hosting Performance and Maintenance Requirements: 1. Perform a service level response within a 24-hour window to correct down network, or non-responsive service during work / survey hours. 2. Support client responses via Outlook email and/or link to secure website delivered via email. 3. Perform all hosting maintenance tasks, except in case of emergency: i. Outside JCS stated business hours;	80		320

ii. Notify JCS Administrators of planned maintenance window at least 48 hours in advance; iii. Provide JCS Administrators at least 48 hours written notice of upgrade/maintenance/repairs: • An Emergency patch requires a 1 hour notice • Visible to users, including screen format changes and access to RMS. • Require a change in input. • Security upgrades, changes, breeches, known attempted breeches, and preventative measures or resolution of breeches. 4. Selected vendor will notify JCS Administrators, in writing, at a minimum of 3 months in advance of proposed updates that may impact: i. Security requirements stated elsewhere in this document. ii. Browser updates or delay of browser updates. iii. O/S updates on any of the approved platforms (listed previously). iv. Other changes that require updates, configuration changes, or other IJB IT provided service to participants PC, tablet, or smartphone.			
R. Security Requirements: 1. Perform services and conform the RMS application to all Iowa Judicial Branch (IJB) security policies, and applicable federal regulations and guidelines related to security, confidentiality, and audit trails and controls, as periodically updated. 2. Host Security Requirements: i. After notice of award, during negotiations, Successful Respondent must submit their written security policy addressing their standards and practices to protect data and files from unauthorized access or disclosure. ii. Successful Respondent must implement reasonable and prudent physical safeguards that are consistent with industry standards that will protect the host facility and JCS data from unauthorized access. These safeguards must also minimize the risk of damage from	50		200

fire, smoke, water, vermin, and other hazards and disasters. iii. Support security audits as required. iv. Provide immediate security incident reports to JCS-identified contacts if a security incident happens within the successful respondent's purview. 3. Website/ Web App Security Requirements: i. Nominal strength of 128 bits or higher ii. TLS1.3 iii. JCS will provide appropriate browsers, including the current, latest released versions of, which should be supported by the application: • Chrome • Firefox • Edge 4. Upon request, provide detailed documentation of all security policies, procedures, and controls. 5. Upon request, provide quarterly security compliance reports, including metrics on vulnerabilities, incidents, and access control reviews. 6. Upon request, participate in regular security review meetings with IJB representatives.			
S. Compliance with Laws and Standards Requirements: 1. Comply with all applicable federal, state, and local laws, regulations and standards as applicable, including, but not limited to: i. Iowa Consumer Data Protection Act (ICDPA), effective January, 1, 2025, which governs the processing of personal data of Iowa residents (Senate File 262). ii. Iowa Code Chapter 715C, which defines security breach notification requirements for personal information, including encrypted or redacted data if decryption keys are compromised. iii. Health Insurance Portability and Accountability Act (HIPAA), if applicable. iv. Federal Information Security Modernization Act (FISMA). v. National Institute of Standards and Technology (NIST) Special Publication 800-53 (Security and Privacy Controls). vi. Payment Card Industry – Data Security Standard (PCI-DSS), if applicable.	80		320

2. Adhere to industry standards such as ISO/IEC 27001 or SOC 2 Type II, with evidence of current certification or compliance. 3. Provide annual third-party audit reports (e.g. SOC 2, penetration testing results) to verify compliance. 4. Upon request, provide detailed documentation of all security policies, procedures, and controls. 5. Upon request, provide quarterly security compliance reports, including metrics on vulnerabilities, incidents, and access control reviews. 6. Upon request, participate in regular security review meetings with Iowa Judicial Branch representatives.			
T. Termination and Data Return Requirements: 1. Agree, upon contract termination, to return or securely destroy all IJB data in accordance with state requirements and ICDPA consumer deletion rights. 2. Provide a certificate of data destruction, if applicable, within 30 days of contract termination. 3. Ensure no IJB data is retained after contract termination.	20		80
U. Technical Support and Ongoing User Support Requirements: 1. Provide assistance during normal business hours (8AM to 5 PM, M-F, Central Time, excluding holidays) via telephone and email. 2. Ensure high-priority issues (i.e. multiple participants cannot respond to surveys) are to be resolved within 24 hours. 3. Work with JCS to cooperatively identify any RMS that need to be reentered because of technical issues to have those entries resubmitted, so the overall count meets federal reimbursement requirements. 4. Ensure that normal priority issues (i.e. new, changed, or deleted users; changes to questions or permissible responses) are to be resolved within 3 working days. 5. Ensure that low-priority requests (i.e. requests for screen color, font, format changes; requests for estimates of new features) are to be evaluated, have requirements gathered by the Successful Respondent, and replied to in writing to JCS within 2 weeks of request. 6. Negotiate with JCS within 5 working days of approval of any update(s) to set a due date for implementation of the approved update(s). 7. Respond to questions from users regarding use of the RMS tool. 8. Resolve user's requests within 24 hours.	50		200

9. Refer caller to Title IV-E Program Manager within the IJB for questions regarding policy or practice within 24 hours.			
V. Transition Assistance and Data Ownership Requirements: 1. Upon expiration of termination of the Contract for any reason, or upon written notice from IJB of transition to a successor provider, the Successful Respondent shall provide all transition assistance necessary to ensure an orderly, timely, and uninterrupted transfer of the Random Moment Sampling (RMS) system. i. Provide prompt delivery of all client data, including historical and current RMS data, in an industry-standard, machine-readable format; ii. Transfer all system documentation, technical specifications, procedures, and other materials reasonably necessary to support continue operation or transition of the RMS system; and iii. Cooperate fully and in good faith with the IJB, and, if applicable, any successor provider to effectuate a complete and efficient transition. 2. All RMS data are and shall remain the sole and exclusive property of the IJB. Under no circumstances shall the Successful Respondent withhold, restrict, delay, encrypt, or condition access to IJB data, including in connection with payment disputes, contract termination, or transition activities. 3. The Successful Respondent shall not take any action or fail to take any action that interferes with, delays, or otherwise impedes the transition of the RMS system of IJB data. 4. The obligations included within the Transition Assistance and Data Ownership Requirements section shall survive the expiration or termination of the Contract for any reason and shall remain enforceable until transition is fully completed to IJB's satisfaction.	20		80
W. Training Requirements: 1. Supply written documentation, with screen shots, and step-by-step instructions for all functionality for participant users, including, but not limited to the following functions, beginning at the point a user opens an email request for RMS. i. Identify the sender of the email. ii. Identify the subject line to expect. iii. Specify the link URL: • How to assess whether the email & link are legitimate.	60		240

- Clues within the email, a seal or logo, domain of the URL.

iv. How to recognize the RMS site and confirm it is legitimate.
v. In cooperation with JCS, identify what tasks are included in each program and activity and which response to use in common situations.
vi. How to operate the tool to make selections.
vii. How to enter free text, and appropriate subject matter for same.
viii. How to submit an RMS and verify that it was accepted into the database.
ix. Exiting the RMS application.
x. Returning to work after responding to a survey:

- If a survey is missed or unaccepted
- Business consequences of not responding (reimbursement, policy)
- Reminder email
- Time period for making a response

2. Supply written documentation, with screen shots, and step-by-step instructions for all functionality for administrator roles, including, but not limited to the following functions:
   i. Read, create, edit, and delete participants.
   ii. Read, and create quarterly data reports.
   iii. View RMS requests and submissions, including monitoring participant responses and free-text comments.
   iv. Create, edit, and delete participant lists.
   v. Update schedules for participants.
   vi. Create, and edit questions and responses.
   vii. Generate reports.
3. Ensure all training objectives are covered in both the written instruction as well as the online training.
4. Include other topics Successful Respondent know from experience should be documented and available for participants.
5. Ensure that all written training materials are accessible online and downloadable in PDF format.
6. Provide initial training via virtual platform. Successful Respondent must provide a detailed training plan. To ensure consistent application, the Successful Respondent must maintain and make available upon request all training documentation including training participant lists.

7. Provide virtual training or live webinar for participant users, and separate virtual training or live webinar for administrator users of RMS system. i. Training must include how participants can differentiate between eligible and ineligible administrative activities. ii. Note any business or policy related questions during training, and forward to JCS staff for responses. iii. Participants must have opportunity to test-drive the application in a test environment during or soon after initial training. iv. Virtual training shall cover the same topics listed for the written documentation (listed above). v. Live training shall be offered within 4 weeks of contract signing. 8. Provide training videos, to be stored and made available to JCS on demand. Acceptable on-demand training video will include narration, graphics, and/or slides of all the same information listed for written documentation, contain a section of FAQs. 9. Assess ongoing training needs, including identifying common errors and develop and provide, or assist with development of virtual training to correct errors identified. 10. Work with JCS staff to provide a minimum of annual training for participants, and other JCS users as requested by JCS.			
X. Ongoing User Support Requirements: 1. Respond to questions from users regarding use of the RMS tool. 2. Resolve user's requests within 24 hours. 3. Refer caller to Title IV-E Program Manager within the IJB for questions regarding policy or practice within 24 hours.	20		80
Y. System Configuration/ Set up Requirements: 1. Ensure demonstration is available within 3 weeks after ~~signing of~~ enactment of contract. 2. Demonstration to include all users registered, email generator working, specified selection of responses available and properly recorded, sample reports generated and able to be saved to JCS-designated storage location. 3. Resolve issues found during the pilot/demo within ~~2~~ 1 weeks, when a second demo is to be performed.	20		80

4. Ensure RMS solution is production-ready, and fully functional within ~~3~~ 4 weeks of contract ~~signing~~ enactment. 5. Create separate, secure database for JCS within 3 weeks ~~after signing~~ of contract enactment. 6. Set up and maintain users, with JCS input: i. Initial user set up within 3 weeks after ~~signing of~~ contract enactment. ii. New user set up and ongoing maintenance/updates of user accounts will occur within 48 hours of request from JCS. 7. Assure secure authentication is achieved without user login required.			
Z. Initial System Implementation: 1. Successful Respondent will ensure full implementation of RMS system, including satisfactory testing and initial training of employees in order to begin sampling (with an adequate sample size) for the quarter beginning January 1, 2027.	100		400
	1440		5760
TOTAL POSSIBLE POINTS – Technical Specifications			

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 value to the IJB. The IJB will not necessarily award the Contract to the Respondent offering the lowest cost to the IJB. Instead, the IJB will award to the Respondent whose Responsive Proposal the IJB believes will provide the best value to the State.

5.2 Evaluation Committee

The IJB will evaluate Proposals received in response to this RFP. The IJB 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 IJB or to such other person or entity who must approve the recommendation.

The IJB's Evaluation Committee, or a subset of the Evaluation Committee, will initially review and evaluate each proposal received to determine the Respondent's ability to meet the RFP requirements.

The IJB 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 IJB reserves the right to 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 IJB.

5.3 Technical Proposal Evaluation and Scoring

All Technical Proposals will be evaluated to determine if they comply with the Mandatory Specifications.

5.3.1 **Technical Proposal Specifications Scoring Guide.**

Points will be assigned to each specification as follows, unless otherwise designated:

4	Bidder has agreed to comply with the requirements and provided a clear and compelling description of how each requirement would be met, with relevant supporting materials. Bidder's proposed approach frequently goes above and beyond the minimum requirements and indicates superior ability to serve the needs of the Agency.
3	Bidder has agreed to comply with the requirements and provided a good and complete description of how the requirements would be met. Response clearly demonstrates a high degree of ability to serve the needs of the Agency.
2	Bidder has agreed to comply with the requirements and provided an adequate description of how the requirements would be met. Response indicates adequate ability to serve the needs of the Agency.

1	Bidder has agreed to comply with the requirements and provided some details on how the requirements would be met. Response does not clearly indicate if all the needs of the Agency will be met.
0	Bidder has not addressed any of the requirements or has provided a response that is limited in scope, vague, or incomplete. Response did not provide a description of how the Agency's needs would be met.

5.4 Cost Proposal Scoring

The Cost Proposal file(s) will remain unopened during the evaluation of the Technical Proposals and any Contractor presentations. After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored. Cost Proposal pricing will be scored based on a ratio of the lowest cost proposal versus the cost of each higher priced Contractor Proposal. Under this formula, the lowest Cost Proposal will receive all of the points assigned to pricing. A Cost Proposal twice as expensive as the lowest Cost Proposal will earn half of the available points. Percentages and points will be rounded to the nearest whole value. The formula is:

Weighted Cost Score = (price of lowest Cost Proposal/price of each higher priced Cost Proposal) X (points assigned to pricing)

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 for cost.

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

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

Total Points Assigned to Cost: 240

5.5 Total Scores

Each Contractor's Technical Proposal points will be added to its Cost Proposal points to obtain the total points awarded for the Contractor's Proposal.

Total Points Possible: 6,000

5.6 TIED SCORE AND PREFERENCES

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

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

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

5.6.4 Second preference in tied scores will be given to Respondents based in the United States or products produced in the United States over Respondents based or products produced outside the United States.

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

6 CONTRACTUAL TERMS AND CONDITIONS

6.1 CONTRACT TERMS AND CONDITIONS

Any Contract(s) resulting from this RFP between the IJB and any Respondent(s) selected by the IJB shall be a combination of the specifications, terms and conditions referenced in this RFP, including without limitation, the General Terms for the Iowa Judicial Branch (the "General Terms") located on the website linked on the RFP Cover Page (with such modifications thereto as the IJB determines to be necessary or desirable), the offer of the Respondent contained in the Respondent's proposal (excluding any exceptions taken by Respondent in accordance with this Section 6 that are not accepted by the IJB specifically in writing and contained in an executed Contract), written clarifications or changes made by the IJB through an amendment to the RFP in accordance with the provisions of this RFP, and any other terms deemed necessary by the IJB. The Contract terms and conditions in Section 6 and the General Terms will be incorporated into and become part of the Contract. The IJB reserves the right to supplement and modify any of the foregoing terms and conditions prior to the execution of any Contract.

The IJB reserves the right to either award a Contract without further negotiation with any successful Respondent(s) or to negotiate Contract terms with any selected Respondent(s) if the best interests of the IJB would be served. No exception or proposed amendment by a Respondent to the provisions or terms and conditions of this RFP, including the General Terms, shall be incorporated into any resulting Contract unless the IJB has explicitly accepted the Respondent's exception or amendment in writing in the resulting Contract.

All costs associated with complying with such terms and conditions should be included in any pricing quoted by Respondent.

By submitting a proposal, each Respondent acknowledges its complete acceptance of the terms, conditions, and specifications contained in this RFP, including the General Terms, without change except as otherwise expressly stated in its Proposal.

If a Respondent takes exception to any terms, conditions, specifications or other provisions of this RFP (including those set forth in the General Terms), it must state the reason for the exception and set forth in its proposal the specific Contract language it proposes to substitute in place of the excepted provision(s).

If a Respondent takes exception to any term, condition, or provisions contained in the General Terms, the Respondent must produce a redlined draft of such terms, conditions, or provisions, and such redlined draft must clearly reflect all of Respondent's exceptions thereto and all alternative language or other changes that Respondent specifically proposes to make.

Exceptions and/or proposed changes that materially change the terms, conditions, specifications, or provisions of the RFP (including those in the General Terms) may be deemed non-responsive by the IJB, as determined in its sole discretion, resulting in possible disqualification of the Respondent's proposal.

A Respondent'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 propose alternative language in accordance with this Section 6.1 may be conclusively deemed by the IJB to constitute Respondent's acceptance thereof.

Any term, condition, provision, or requirement to which a Respondent 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 Respondent may not take exception to all ~~any~~ of the provisions or terms contained in this RFP or the General Terms.

A Respondent may not state that it takes exception to any of the terms, conditions, requirements, or other provisions of the RFP (including those contained in the General Terms) to the extent any of the foregoing conflict with any terms or conditions contained in the Respondent's standard form contracts. If a Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the IJB may reject the Respondent's Proposal, at its sole discretion.

The IJB reserves the right to refuse to enter into a Contract with the successful Respondent for any reason, even after delivery of notice of selection or intent to award or negotiate a contract. The IJB further reserves the right to negotiate contract terms with the successful Respondent if the best interests of the IJB or the State would be served.

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

1. Issue a Notice of Intent to Award in favor of the successful Respondent, but decline to agree to or further negotiate any modifications to terms and conditions proposed by Respondent in its Proposal;
2. Issue a Notice of Intent to Award in favor of the successful Respondent, and may identify in the Notice any modifications to terms and conditions proposed by Respondent in its Proposal with which the IJB will or will not agree or further negotiate;
3. Enter open-ended negotiations with the successful Respondent; provided, that any such negotiations shall be limited to the modifications to terms and conditions proposed by Respondent in its Proposal;
4. Change the IJB's recommendation for Award and issue a Notice of Intent to Award to a Respondent whose proposal does not pose as great of a challenge to the IJB.

Any ambiguity, vagueness, inconsistency or conflict, either internal to such modification(s) or arising when read in conjunction with other portions of the Contract, shall be construed strictly in favor of the State. Only those proposed modifications identified in the Notice of Intent to Award

issued by the IJB as terms and conditions with which the IJB will agree, or ultimately agrees to after further negotiations, shall be part of the Contract. The State may ignore all modifications or exceptions proposed by a Respondent, accept one or more and ignore others, accept all or, through negotiations after an award, agree to compromise language concerning one or more proposed modifications to be incorporated into a final Contract between the parties. By executing and submitting its Proposal in response to this RFP, Respondent understands and agrees that the State may exercise its discretion not to consider any or all proposed modifications or exceptions Respondent may request and may accept Respondent's proposal under the terms and conditions contained in this RFP and the General Terms.

6.2 Term Length

The Contract shall have an initial term of three (3) year, beginning on the later date of Contract execution or the anticipated start date for the initial term specified on the RFP Cover Page. At the end of the Contract's initial term, the IJB shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of three (3) additional one-year terms. The resulting Contract may be terminated in accordance with its terms. The IJB may not agree to penalties for termination in any of the above-described scenarios.

6.3 Insurance

6.3.1.1 Insurance Requirements.

Insurance requirements are set forth in Section 2.7 of the General Terms for JCS Services Contracts, which can be found on the website linked on the RFP Cover Page.

6.3.1.2 Insurance Policies.

Unless otherwise requested by the State of Iowa, Respondent shall cause to be issued insurance policies with the coverages set forth below:

Type of Insurance	**Limit**	**Amount**
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Products – Comp/Op Aggregate Personal injury Each Occurrence	$2 million $1 million $1 million $1 million
Automobile Liability (including any auto, hired autos, and non-owned autos)	Combined Single Limit	$1 million
Excess Liability, umbrella form	Each Occurrence Aggregate	$1 million $1 million
Workers Compensation and Employer Liability	As Required by Iowa law	As Required by Iowa law
Property Damage	Each Occurrence Aggregate	$1 million $1 million
Professional Liability/Errors and Omissions	Each Occurrence Aggregate	$1 million $1 million
Cyber Liability / Network Security	Each Occurrence Aggregate	$1 million $1 million

ATTACHMENT 1: CERTIFICATION LETTER – REQUIRED

Alterations to this document are prohibited, see section 2.14.14.

Angi Hillers, Issuing Officer
Iowa Judicial Branch
Angi.hillers@iowacourts.gov

Re: RFP JUV-27-4E-SW-004 - PROPOSAL CERTIFICATIONS

Dear Issuing Officer:

I certify that the contents of the Proposal submitted on behalf of [**Name of Respondent]**_____ (Respondent) in response to the Iowa Judicial Branch for RFP JUV-27-4E-SW-004, RMS & Title IV-E Claiming are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

Certification of Independence

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

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.

2. The Proposal has been developed independently, without consultation, communication or agreement with any other Respondent or parties for the purpose of restricting competition.

3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the Contract.

4. No attempt has been made or will be made by Respondent to induce any other Respondent to submit or not to submit a Proposal for the purpose of restricting competition.

5. No relationship exists or will exist during the Contract period between Respondent and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

6. I certify that, to the best of my knowledge, neither Respondent nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a 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 Respondent knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the Contract.

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

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 Respondents to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

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

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

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

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

Sincerely,

_____ _____

[Signature, Name and Title] [Date]

ATTACHMENT 2: AUTHORIZATION TO RELEASE INFORMATION LETTER – REQUIRED

Alterations to this document are prohibited, see section 2.14.14.

Angi Hillers, Issuing Officer
Iowa Judicial Branch
Angi.hillers@iowacourts.gov

Re: RFP JUV-27-4E-SW-004 - AUTHORIZATION TO RELEASE INFORMATION

Dear **Issuing Officer**:

[Name of Respondent]_____ (Respondent) hereby authorizes the Iowa Judicial Branch or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Respondent in response to RFP JUV-27-4E-SW-004, RMS & Title IV-E Claiming .

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

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

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

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

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

Sincerely,

_____
[Printed Name of Respondent Organization]

_____ _____
[Signature and Title of Authorized Representative] Date

ATTACHMENT 3: FORM 22 – REQUEST FOR CONFIDENTIALITY – REQUIRED

The submission of this form 22 is required.

This Form 22 (Form) must be completed and included with your Proposal to the 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 being considered non-responsive and eliminated from evaluation.

Section 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
_____	_____	_____
Signature	Title	Date

****

Section II

Confidential Treatment Is Requested

If you are submitting a request for confidential treatment of any information submitted in your Proposal, complete the rest of this form.

The below information is to be completed and signed only if Respondent 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), Respondent requesting portions of its Proposal be maintained in confidence must complete this form and submit it with its Proposal. Respondent should read and familiarize themselves with chapter 22 of the Iowa Code regarding release of public records before completing this Form. Respondent 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.

Notes

A. ***Completion of this Form is the sole means of requesting confidential treatment.***
B. ***Respondent may not request pricing proposals be held in confidence.***

Completion of the Form and the IJB's acceptance of Respondent's submission does not guarantee the IJB will grant Respondent's request for confidentiality. The IJB may reject Respondent's Proposal entirely in

the event Respondent 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, Respondent must provide the following information:

☐ Respondent 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.*

Respondent 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 Respondent's person authorized to respond to inquiries by the IJB concerning the status of confidential materials.

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

For each section with confidential material, provide the following information in the table below. Respondent may add additional lines if necessary or add additional pages using the same format as the table below

A. Specific grounds in *Iowa Code Chapter 22* or other applicable law which supports treatment of the material as confidential
B. Justification of why the material should be kept in confidence.
C. Explanation of why disclosure of the material would not be in the best interest of the public.
D. Name, address, telephone, and email for the person at Respondent's organization authorized to respond to inquiries by the IJB concerning the status of confidential materials.

RFP Section	**Specific Grounds**	**Justification**	**Explanation**	**Contact Information**

☐ Respondent must submit a Public Copy of its Proposal from which the confidential information has been excised. The Public Copy is in addition to the copies required in the cover letter. 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 Respondent's Proposal. The Respondent 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 Respondent's submittal to request confidentiality or rejection of the Proposal as being non-responsive.*

**Please note that Section II of 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

ATTACHMENT 4: COST PROPOSAL FORM – REQUIRED

This form must only be included in submitted Cost Proposals.

It cannot be included 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 vendor.

Cost Proposal

Respondent's Cost Proposal shall include an all-inclusive, total cost in U.S. Dollars based on the Payment Terms outlined above. The following template is required. Please use additional pages to provide any additional narrative support for the below cost information.

Item Description	**Firm US Dollars**
Initial (one-time) Startup/Initiation Cost	$
Itemized Costs for Specified requirements:	
Consultation and implementation (including initial training) fees	$
Maintenance and/or upgrade costs	$
System Initiation/ Set up fees	$
Annual subscription or renewal fee for product/ service	$
Per Hour Consultation fees	$
Any additional itemized fees (include details):	$
Vendors may propose alternative cost proposal options **IN ADDITION** to the minimum of one option above; however, the Iowa Judicial Branch reserves the right to not consider alternate cost proposals if a fair comparison is deemed impossible at IJB discretion.	