



Iowa Judicial Branch

1111 East Court Avenue | Des Moines, IA 50319

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information:

Title of RFP:	Classification & Compensation Study	RFP Number:	JB03272024
Agency:	Iowa Judicial Branch (IJB)		
Number of yrs. of the initial terms of the contract:	1 year	Number of possible annual renewals:	5 additional 1-year terms exercisable by IJB in its sole discretion
Anticipated Initial Contract Term beginning:	July 2024 (approx.)	Ending:	1 year after effective date
Issuing Officer: Jill Knuth, Deputy Director of Human Resources 515-348-4887 jill.knuth@iowacourts.gov Judicial Branch Human Resources 1111 East Court Avenue Des Moines, IA 50319			
PROCUREMENT TIMETABLE—Event or Action:			Date/Time (Central time):
Agency Posts Notice of RFP on TSB website			March 25, 2024
Agency Issues RFP			March 27, 2024
RFP written questions, requests for clarification, and suggested changes from Respondents due:			Date: April 3, 2024 Time: 4:30 pm
IJB's written response to RFP questions, requests for clarifications and suggested changes due:			Date: April 12, 2024 Time: 4:30 pm
Proposals Due Date:			Date: April 22, 2024
Proposals Due Time:			Time: 4:30 pm
Anticipated Date to issue Notice of Intent to Award:			Date: May 8, 2024
Anticipated Date to execute contract:			Date: July 2024
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 Iowa Judicial Branch (IJB) Services Contracts are located:	https://www.iowacourts.gov/static/media/cms/General_TermsIJB_Services_Contracts_FAA0F7505A5D5.pdf
Number of Copies of Proposals Required to be Submitted to Issuing Officer: Four (4) paper Copies and One (1) electronic copy	
<p>Firm Proposal Terms</p> <p><i>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:</i></p>	120 Days

TABLE OF CONTENTS

1	Introduction	6
1.1	Purpose	6
1.2	Definitions.....	6
1.3	Overview of the RFP Process	7
1.4	Background Information	7
1.5	Project Goals	8
1.6	Project Overview	9
1.7	Project Deliverables	10
2	Administrative Information	10
2.1	Issuing Officer	10
2.2	Restriction on Communication	10
2.3	Downloading the RFP from the Internet.....	10
2.4	Procurement Timetable	10
2.5	Questions, Requests for Clarification, and Suggested Changes.....	10
2.6	Amendment to the RFP	11
2.7	Amendment and Withdrawal of Proposal	11
2.8	Submission of Proposals.....	11
2.9	Proposal Opening.....	11
2.10	Costs of Preparing the Proposal	12
2.11	No Commitment to Contract	12
2.12	Rejection of Proposals.....	12
2.13	Nonmaterial Variances.....	13
2.14	Reference Checks	13
2.15	Information from Other Sources	13
2.16	Verification of Proposal Contents.....	14
2.17	Proposal Clarification Process	14

2.18	Disposition of Proposals	15
2.19	Public Records and Requests for Confidential Treatment	15
2.19.1	Confidential Treatment Is Not Requested	15
2.19.2	Confidential Treatment of Information is requested	15
2.20	Copyright Permission	17
2.21	Release and waiver of Claims	17
2.22	Respondent Presentations	17
2.23	Representation and Warranty	18
2.24	Award Notice and Acceptance Period	18
2.25	No Contract Rights until Execution	18
2.26	Choice of Law and Forum	19
2.27	Restrictions on Gifts and Activities	19
2.28	No Minimum Guaranteed	19
2.29	Appeals	19
2.30	Order of Precedence	20
3	Section 3. Form And Content Of Proposals	21
3.1	Instructions	21
3.1.1	Specifications	21
3.1.2	Confidential Information	21
3.1.3	Promotional or Display Materials	21
3.1.4	Attachments	22
3.1.5	If a Respondent Proposes Multiple Solutions	22
3.2	Technical Proposal	22
3.2.1	Transmittal Letter	22
3.2.2	Table of Contents	22
3.2.3	Executive Summary	22
3.2.4	Vendor Background Information	22
3.2.5	Experience	23
3.2.6	Termination, Litigation, Debarment	24
3.2.7	Criminal History and Background Investigation	24
3.2.8	Acceptance of Terms and Conditions	24
3.2.9	Certification Letter	25
3.2.10	Authorization to Release Information	25
3.2.11	Firm Proposal Terms	25
3.2.12	Warranty	25

3.3	Cost Proposal	25
3.3.1	Payment Methods.....	25
3.3.2	Payment Terms	26
3.3.3	Respondent Discounts	26
4	Specifications	27
4.1	Overview.....	27
4.2	Mandatory Specifications.....	27
4.3	Scored Technical Specifications.....	27
5	Evaluation And Selection.....	30
5.1	Introduction	30
5.2	Evaluation Committee.....	30
5.3	Technical Proposal Evaluation and Scoring.....	30
5.4	Cost Proposal Scoring.....	32
5.5	Total Scores.....	33
5.6	Tied Score and Preferences	34
5.7	Contractual Terms And Conditions	35
5.8	Term Length	37
5.9	Insurance	37
	Attachment 1: Certification Letter – Required	38
	Attachment 2: Authorization to Release Information Letter – Required	40
	Attachment 3: Form 22 – Request for Confidentiality – Required	41
	ATTACHMENT 4: Cost Proposal Form – Required.....	44
	Attachment 5: Response Checklist – Required	46
	Judicial Branch Review (For IJB Use Only)	48

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 IJB, as identified on the RFP cover sheet. IJB intends to award a Contract(s) beginning and ending on the dates listed on the RFP cover sheet, and 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.

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

“Contract” means any contract(s) resulting from this RFP as more fully described in section 6.

“Contractor” means the successful Respondent to this RFP, if any, that ultimately enters into a Contract as a result of this RFP.

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

“IJB” shall mean Iowa Judicial Branch. IJB may also be referred to in the RFP as “Agency”.

“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 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, 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, Respondent’s past contract terminations, litigation, or debarments; Respondent’s criminal history; Respondent’s financial stability; and the best interests of IJB and the State.

“Responsive Proposal” means a Proposal that complies with the material provisions of this RFP, as determined by IJB in its sole discretion.

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

“State” means the State of Iowa and IJB.

1.3 OVERVIEW OF THE RFP PROCESS

The RFP process is for IJB's benefit and is intended to provide 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 in hardcopy and on a USB flash drive.

1.4 BACKGROUND INFORMATION

The IJB currently has approximately 1800 full and part time people, and approximately 150 job classifications. The Judicial Officer classification is exempt from this project so the impact will be approximately 1400 employees. The current classification system describes job classifications thoroughly akin to job descriptions. The compensation plan uses quantitative point factors in a job evaluation system to determine internal IJB job classification pay grades. Over time, new job classifications have been created, revised, or determined obsolete.

IJB works collectively with the Iowa Department of Administrative Services, Human Resources Enterprise, and the State Accounting Enterprise on related aspects. Payroll is administered by the Iowa Department of Administrative Services. IJB pay increases, promotions, and reclassifications identified are administered according to IJB policies.

Classifications include both union represented and unrepresented positions. There are two union representatives that represent employee groups that comprise of about 50% of the workforce. Represented employees are subject to collective bargaining and contained in two union contracts: (1) American Federation of State, County, and Municipal Employees (AFSCME) Iowa Council 61 AFL-CIO and (2) Public Professional and Maintenance Employees (PPME) Local Union #2003 IUPAT. The current agreements expire June 30, 2025. Negotiations will begin in the fall of 2024. Both union contract classifications and compensation plans are in sync. The unrepresented pay plans are not aligned with the represented classification compensation plans. The pay plans are misaligned with the Iowa Department of Administrative Services pay plans.

1.5 PROJECT GOALS

The IJB would like to ensure pay equality philosophy, leverage classification and compensation best practices, and allow managers to hire for business needs. Project objectives are to modernize a classification and compensation structure which is externally competitive, internally equitable, understandable, efficient to administer, flexible to adapt moving forward, and appropriate for IJB to attract and retain talented employees.

To meet the IJB goals, the primary focus will include external benchmarking and analysis, in addition to internal equity and correcting salary compression where it exists. Furthermore, analysis and

recommendations must include a review of the current classification system while recognizing State and Federal laws, legally defensible classification specifications and essential job functions, and FLSA status.

1.6 PROJECT OVERVIEW

The IJB seeks a qualified and experienced Classification and Compensation consulting organization to provide professional services to conduct a classification and compensation study and provide written recommendations and suggested implementation and maintenance processes.

The scope of services will include:

A review of the current system and structure to gain an understanding of the IJB current compensation system, structures, and philosophies by reviewing the background materials, policies and procedures, pay plans, and collective bargaining agreements. Information is collected and reviewed to inform the project framework and methodology.

A comprehensive review of IJB job classifications and deliver recommendations for changes to job classifications to ensure they are relevant, include essential job functions, and meet FLSA standards. Recommendations may include changes, consolidations, and deletions. The recommendation should include job titling and guidelines based on organizational hierarchy. The recommendation should include strategies for maintaining the classification system.

A job classification evaluation tool review with recommendations on relevancy with modifications or recommendations for job classification evaluation changes.

Identify competitive benchmarking standards and compensation survey as needed for similar classifications. It may include and is not limited to comparison of pay ranges provided to employees in similar positions in Iowa State government, local government agencies (counties and cities, other related public sector organizations, and private sector. The emphasis is on local markets. Research should also include state court system classification and compensations in comparable markets.

Conduct a compensation study that provides market data and analysis of relevant public and private sector salary comparison for the determined benchmark job classifications to include job classifications in each job family. A primary focus should be on internal equity, with external market analysis as secondary.

A review and recommendations for the pay grade salary structure, ranges, and spread. Provide pay structures with recommendations to allocate each classification to the appropriate pay grade, based upon labor market value and internal equity.

A comprehensive internal equity analysis of IJB's job classifications. The analysis will include all job classifications, including those in contract-covered and non-contract positions. Review pay compression and recommend strategies for addressing and alleviating compression.

Informational meetings with the project team throughout the project. Discussions will include a timeline and communication plan and meetings throughout the contract period with IJB representatives and stakeholders. Clarifying expectations of the process and outcomes; roles, tasks, and responsibilities; budget, deadlines and deliverables; survey instruments and goals, class specification formats; and review of current classification and compensation structures.

A comprehensive structure recommendation and implementation plan with potential solutions and implementation model for addressing any identified issues. Provide instructional information to IJB staff to implement recommended changes, to conduct future individual salary audits to maintain internal equity and competitive market position, and to facilitate placement of the job into any new or revised structure.

1.7 PROJECT DELIVERABLES

- 1.7.1 Review the IJB current compensation system, structures, philosophies, policies and procedures, pay plans, collective bargaining agreements to formulate a project plan and methodology. This will be completed by a project kickoff meeting to confirm scope and objectives.
- 1.7.2 Prepare and deliver a detailed report and analysis of the compensation survey results for all classifications compared to the market and how this analysis informs the consultant's recommendations.
- 1.7.3 Provide written recommendations for an updated model salary structure and criteria for placing employees within new pay ranges or adjustments to the pay grades based on the compensation study results in accordance with the IJB needs, pay equity, compensation best practices, concerns relevant to the public sector, and all applicable laws, statues, bargaining agreements and rules applicable to the IJB.
- 1.7.4 Provide written recommendations for the IJB classification structure including job classifications, job titles, and FLSA status. Provide written recommendations for job classification evaluation tools and processes, including strategies and best practices for maintaining the classification system, and suggestions on change management to introduce an updated comprehensive classification and compensation structure.

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. There may be no communication regarding this RFP with any State employee other than the Issuing Officer, except at the direction of the Issuing Officer or as otherwise noted in the RFP. Respondents may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Respondents may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses. This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Respondent and the State. Also, State employees will not provide references for current or former Iowa contracts.

2.3 DOWNLOADING THE RFP FROM THE INTERNET

The RFP document and any addenda to the RFP will be posted at <https://www.iowacourts.gov/for-the-public/rfp/> and [https://bidopportunities.iowa.gov/http://www.iowacourts.gov/Administration/Information Technology/](https://bidopportunities.iowa.gov/http://www.iowacourts.gov/Administration/Information_Technology/).

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. IJB reserves the right to change the dates. If IJB changes any of the deadlines for Respondent submissions, 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). 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. IJB's written responses will become an addendum to the RFP.

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

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 IJB issues an addendum after the due date for receipt of Proposals, 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

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

Respondents must furnish all information necessary to enable 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

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 IJB has issued a Notice of Intent to Award a Contract. 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

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 IJB to award a contract.

2.12 REJECTION OF PROPOSALS

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

- A. The Respondent fails to deliver the cost proposal in a separate attached file.
- B. The Respondent acknowledges that a mandatory specification of the RFP cannot be met.
- C. The Respondent states that it will be unable to meet an aspect of the Scope of Work or does not include information necessary to substantiate that it will be able to meet any Scope of Work, specification, requirement, or otherwise indicates it will be unable to provide any services or goods required by the RFP.
- D. The Respondent's Proposal changes a material specification of the RFP, or the Proposal is not compliant with the mandatory specifications of the RFP.
- E. The Respondent's Proposal limits or attempts to limit the rights of IJB.
- F. The Respondent, in the Agency's sole opinion, 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.
- G. The Respondent fails to timely respond to IJB's request for information, documents, or references.
- H. The Respondent fails to include Proposal Security, if required.
- I. The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as required by this RFP.
- J. The Respondent, in the Agency's sole opinion, presents the information requested by this RFP in a format inconsistent with the instructions of the RFP, including that Respondent fails to comply with the RFP's formatting requirements so that Respondent's Proposal cannot be fairly compared to other proposals, or otherwise fails to comply with the specifications or requirements of this RFP.
- K. The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- L. The Respondent, in the Agency's sole opinion, provides misleading or inaccurate responses.
- M. Respondent proposes the use of a subcontractor for which there is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the subcontractor would constitute Responsible Respondent if the subcontractor were submitting the Proposal themselves, including but not limited to information of or concerning the subcontractor's past

performance; past contract terminations, litigation, or debarments; the subcontractor's criminal history; or financial stability.

- N. There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the Respondent is a Responsible Respondent, including but not limited to information of or concerning Respondent's past performance; past contract terminations, litigation, or debarments; Respondent's criminal history; or financial stability.

The Respondent alters the language in any certification/disclosure or authorization forms attached hereto and required to be submitted as part of the process, any other reason set forth as subjecting a Proposal to disqualification in the RFP or any related attachments or addenda hereto.

2.13 NONMATERIAL VARIANCES

IJB reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of IJB, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to, minor failures, informalities, or irregularities, or any other variance between the Proposal and the requirements and Specifications of this RFP which does not go to an essential requirement of the RFP or has no effect or merely an inconsequential effect on total bid price, quality, quantity, or delivery of the supplies or performance of the Contract, and the correction or waiver of such variances would not prejudice other Respondents. For the avoidance of doubt, financial information, past litigation/regulatory matters, or criminal history information shall be considered nonmaterial variances. In the event a Respondent omits information from its Proposal that would otherwise constitute a nonmaterial variance, IJB shall be deemed to have waived the nonmaterial variance notwithstanding the absence of affirmative evidence or documentation demonstrating the waiver. In the event 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 at the sole discretion of IJB.

2.14 REFERENCE CHECKS

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

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. Such information may be used in evaluating Respondent's Proposal, verifying information contained in the Proposal, assessing Respondent's qualifications and the qualifications of any subcontractor identified in the Proposal, or to determine whether Respondent is a Responsible Respondent.

By way of example only, such other sources may include subject matter experts or information supplied from current contract managers. As another example, in evaluating each Respondent's Proposal, the evaluators may consider the evaluation committee members' own prior

experiences with each bidder if relevant to what is being evaluated. Incumbent contractors often write about their prior work as an incumbent, and the Agency believes it would be inappropriate to evaluate an incumbent's proposal while ignoring the personal knowledge of the evaluators in this regard. In addition, certain aspects of an incumbent's scope of work will necessarily be different because of the incumbent's status. For instance, implementation and transition tasks will necessarily be different for an incumbent. Those state staff and/or contractors responsible for facilitating the scoring process will guard against the interjection of bias for or against any incumbent, but the Agency evaluators may consider their experiences with all respondents and any other extrinsic evidence if relevant to what is being evaluated. Further, considering incumbency is a neutral consideration and does not result in unfair bias or favoritism towards some Respondents over others because incumbency can be either a positive or a negative. Finally, as a final example, the Agency may consider information elicited in or supplied in response to one section of the RFP in evaluating Respondent's Proposals in the context of other sections of the RFP.

The Agency reserves the right to perform a criminal history check and 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 in determining whether Respondent is a Responsible Respondent. By submitting its Proposal, Respondent hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Respondent, its officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract and will fully cooperate with the Agency in obtaining any required waivers or releases required to complete any such criminal history check and background investigation(s).

2.16 VERIFICATION OF PROPOSAL CONTENTS

The content of a Proposal submitted by a Respondent is subject to verification. If IJB determines in its sole discretion that the content is in any way misleading or inaccurate, IJB may reject the Proposal. If the Agency determines, in its sole discretion, that the content is in any way misleading or inaccurate after the original Notice of Intent to Award has been issued, the Agency may reject a Proposal, withdraw a prior Notice of Intent to Award, and/or issue a new Notice of Intent to Award to the next highest-scoring proposal. If the Agency determines, in its sole discretion, that the content is in any way misleading or inaccurate after a Contract has been executed between the Agency and Respondent, the Agency may declare the Respondent's Proposal or resulting Contract void, terminate any Contract, or pursue available remedies including but not limited to suspension, debarment, or damages for breach of contract.

2.17 PROPOSAL CLARIFICATION PROCESS

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. 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 IJB. An individual authorized to legally bind the Respondent shall sign responses to any request for clarification. Responses shall be submitted to IJB within the time specified in 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 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

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. IJB will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Respondent as non-confidential records unless Respondent requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein (including but not limited to in accordance with the terms, conditions, and requirements set forth in Form 22, attached hereto) AND the information _____ under Iowa or other applicable law.

Form 22 Attachment 3 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 considered non-responsive and not evaluated.

2.19.1 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.

2.19.2 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. Conspicuously mark the outside of its Proposal as 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:
 - E. Enumerates the specific grounds in Iowa Code chapter 22 or other applicable law that supports treatment of the material as confidential,

- F. Justifies why the material should be maintained in confidence,
- G. Explains why disclosure of the material would not be in the best interest of the public, and
- H. Sets forth the name, address, telephone, and e-mail for the person authorized by Respondent to respond to inquiries by IJB concerning the confidential status of such material.

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

Failure to request information be treated as confidential in accordance with this section and/or Form 22 shall relieve IJB and State personnel from any responsibility for maintaining the information in confidence. Respondents may not request confidential treatment with respect to: (1) pricing information and transmittal letters; or (2) information or sections of their Proposals specifically identified by the Agency in the RFP as being non-confidential or subject to public disclosure. 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 or denying a request for confidential treatment. Requests to maintain an entire Proposal as confidential will be categorically rejected as non-responsive.

If the Agency receives a request for information or materials related to a Proposal marked as confidential, or if a judicial or administrative proceeding is initiated to compel the release of such materials or information, Respondent shall, at its sole expense, appear in such action and defend its request for confidentiality. If, upon reasonable notice to Respondent, Respondent fails to appear to defend its request for confidentiality, the Agency may release the information or material, or otherwise bill the Respondent for any costs or expenses incurred in defending the same (including but not limited to the reasonable time and value of the Iowa Attorney General's Office or other attorney or law firm utilized by the Agency or the State). Additionally, if the Respondent fails to comply with the confidentiality process set forth herein or in Form 22, Respondent's request for confidentiality is overbroad or unreasonable, Respondent fails to supply the Agency with sufficient information to determine whether Respondent's request for confidential treatment is founded, or Respondent rescinds its request for confidential treatment, the Agency may release such information or material with or without providing advance notice to the Respondent and with or without affording the Respondent the opportunity to obtain an order restraining its release from a court of competent jurisdiction.. Respondent waives any claims it may have against the Agency or the State of Iowa related to the confidential treatment of any information or materials submitted as part of the RFP process that result, in whole or in part, from any deficiencies with or related to compliance with this section or Form 22, or that otherwise result from Respondent's failure to comply with the terms, conditions, or requirements of this RFP or Form 22. Respondent further waives any claim for attorney's fees or other costs or expense

incurred by Respondent in connection with Respondent's defense of any claim for confidential treatment of its Proposal or the contents thereof.

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

2.20 COPYRIGHT PERMISSION

By submitting a Proposal, the Respondent agrees that 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. IJB shall have the right to use ideas or adaptations of ideas that are presented in the Proposals.

2.21 RELEASE AND WAIVER OF CLAIMS

By submitting a Proposal, the Respondent agrees that: (a) 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 IJB or the State based on any misunderstanding concerning the information provided in the RFP or concerning 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.

A Respondent's submission of Proposal constitutes Respondent's acceptance of the terms, conditions, criteria, and requirements set forth in the RFP and operates as a waiver of any and all objections to the contents of the RFP. By submitting a Proposal, a Respondent agrees that it will not bring any claim or have any cause of action against IJB based on the terms or conditions of the RFP or the procurement process.

2.22 RESPONDENT PRESENTATIONS

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

2.23 REPRESENTATION AND WARRANTY

The submission of a Proposal shall be deemed a representation and warranty by the Respondent that it:

- I. is a sophisticated party possessing sufficient knowledge and expertise concerning the subject matter of this RFP;
- J. 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;
- K. 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 IJB, including any information presented in this RFP; and
- L. it 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. IJB disclaims any responsibility for any information or facts that may subsequently be determined to be incomplete or inaccurate. IJB does not represent or warrant the accuracy or completeness of any such information, and 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. IJB will not necessarily award a contract resulting from this RFP to the Respondent offering the lowest cost. Instead, IJB will award the Contract(s) to the Responsible Respondent(s) whose Responsive Proposal IJB believes will provide the best value to IJB and the State.

2.24 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 IJB. If the successful Respondent fails to negotiate and deliver an executed Contract by that date, IJB, in its sole discretion, may cancel the award and award the Contract to the remaining Respondent IJB believes will provide the best value to the State.

2.25 NO CONTRACT RIGHTS UNTIL EXECUTION

The Agency reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract or to cancel the entire RFP or a portion of the

RFP at any time. Issuance of this RFP in no way constitutes a commitment by the Agency to award a contract. 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 IJB. See Section 6 (Contract Terms and Conditions & Administration) for additional information related to the contracting process and the terms and conditions governing any resulting Contract.

2.26 CHOICE OF LAW AND FORUM

All issues in any way related to this RFP and any resulting Contract shall be governed in all respects by, and construed in accordance with, the laws of the State of Iowa, without giving effect to the choice of law principles thereof. Any and all litigation or actions commenced in connection with this RFP, or any resulting Contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court for Polk County but is proper only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division. By submitting its Proposal, Respondent irrevocably: (i) consents and agrees that any legal or equitable action or proceeding arising under, in connection with or arising out of this RFP or any resulting Contract shall be brought and maintained exclusively in the aforesaid courts; (ii) submits to and accepts, with respect to any such action or proceeding, for it and in respect of its properties and assets regardless of the physical or legal situs thereof, generally and unconditionally, the jurisdiction of the aforesaid courts; and (iii) waives any objection to such jurisdiction based on forum non conveniens or otherwise. This provision shall not be construed as waiving or altering any requirement that Respondent utilize or exhaust any administrative remedies or procedures as a precondition to judicial review. This provision shall not be construed as waiving any immunity to suit or liability, in State or federal court, which may be available to IJB or the State, including sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise.

2.27 RESTRICTIONS ON GIFTS AND ACTIVITIES

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

2.28 NO MINIMUM GUARANTEED

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

2.29 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.

2.30 ORDER OF PRECEDENCE

If there is a conflict between a specific provision in this RFP or those in any resulting contract documents, the conflict shall be resolved according to the following priority, ranked in descending order: (1) The Contract; (2) The RFP; (3) The Proposal.

3 SECTION 3. FORM AND CONTENT OF PROPOSALS

3.1 INSTRUCTIONS

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

3.1.1 Specifications

The Proposal shall be typewritten on 8.5" x 11" paper and sent in a sealed envelope. The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal.

The envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes shall be labeled with the following information:

RFP Number: JB03272024
RFP Title: Classification and Compensation Study
Issuing Officer Name: Jill Knuth
Lead IJB Address: Judicial Branch Human Resources
1111 East Court Avenue, Des Moines, IA 50319

3.1.1.1 *Technical Proposal Envelope Contents*

- M. Original Technical Proposal and any copies Public Copy (if submitted)
- N. Technical Proposal on digital media
- O. Electronic Public Copy on same digital media (if submitted)

3.1.1.2 *Cost Proposal Envelope Contents*

- P. Original Cost Proposal
- Q. Cost Proposal on separate digital media

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 the checklist of submittals per Attachment #5.

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 5.7.
- 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 or not it will comply with each specification in Section 4 of the RFP. Where the context requires more than a yes or no answer or the specific specification so indicates, 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, 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. Name, address, and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.
- H. Name, address, and telephone number of the Respondent's representative to contact regarding scheduling and other arrangements.
- I. 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.
- J. Respondent's accounting firm
- K. 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. Letters of reference from three (3) previous customers or clients knowledgeable of the Respondent's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.
- F. 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 into by Respondent under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including the dollar amount of damages, penalties, and settlement payments.
- 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 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 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 JCS 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.

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, 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 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.

3.2.12 Warranty

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

3.3 COST PROPOSAL

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 Pcard and EAP are preferred payment methods, but payments made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Respondents shall provide payment acceptance information in this section 3.3.1 in their Cost Proposals.

3.3.1.1 *Credit card or ePayables*

The State of Iowa's Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if 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

Payment will be made in accordance with Iowa Code section 8A.514 and all terms and conditions of any resulting Contract. Respondents are asked to read and become familiar with Iowa Code section 8A.514.

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 perform and provide the services and deliverables described in this RFP to 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 or not 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, 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. 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 IJB determines the responses and supportive materials do not demonstrate the Respondent will be able to comply with the Mandatory Specifications, IJB may reject the Proposal.

1. The Issuing Officer must receive the Bid Proposal, and any amendments thereto, prior to or no later than the due date and time.
2. Respondents must include all documents and forms required by the RFP as part of their proposals. The required documents are listed in Attachment 5 - Response Checklist.

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.

4.3.1 Provide an executive summary and overview of the goods and/or services it is offering as specified in section 3.2.3.B. The executive summary reflects the Respondent’s understanding of the efforts described in this project and summary of plans for complying with this project.

4.3.2. Provide business experience information as specified in section 3.2.5.A-D. The Respondent’s background information should discuss experience with classification and compensation consulting projects for government entities.

4.3.3. Provide an experience summary for key personnel who will be involved in providing the goods and/or services contemplated by this RFP as specified in section 3.2.5.F. Please describe the experience of the key personnel in classification and compensation consulting.

4.3.4. Provide details or plans about how the Respondent proposes to meet the project overview in section 1.6. The Respondent can describe plans or methodologies to be used to perform the services. Discuss the Respondent's ability, capacity, and skills to perform the scope of services described below.

A. Review the current IJB classification and compensation structure, philosophies, policies, and procedures, pay plans, and collective bargaining agreements. Information is collected and reviewed to inform the project framework and methodology.

B. Comprehensive review of IJB job classifications and recommendations for changes to job classifications to ensure they are relevant, include essential job functions and meet FLSA standards. Recommendations may include changes, consolidations, and deletions. The recommendation should include job titling and guidelines based on organizational hierarchy. The recommendation should include strategies for maintaining the classification system.

C. Job classification compensation evaluation tool review with recommendations on relevancy or modifications or recommendations for job classification evaluation changes.

D. Identify competitive benchmarking standards and compensation survey as needed for similar classifications. It may include but is not limited to comparison of pay ranges in similar positions in Iowa State government, local government agencies (counties and cities, other related public sector organizations, and private sector organizations. The emphasis should be on local markets. Research should also include other state court system classification and compensation in comparable markets.

E. A compensation study that provides market data and analysis of relevant public and private sector salary comparisons for the determined benchmark job classifications to include job classifications in each family. A primary focus should be on internal equity, with external market analysis as secondary.

F. A review and recommendations for the pay grade salary structure, ranges, and spread. Provide pay structures with recommendations to allocate each classification to the appropriate pay grade, based upon internal equity and labor market value.

G. A comprehensive internal equity analysis of IJB's job classifications. The analysis will include all job classifications, including those in contract-covered and non-contract positions. Review pay compression and recommend strategies for addressing and alleviating compression.

H. Informational meetings with the project team throughout the project. Discussions will include a timeline and communication plan and meetings throughout the contract period with IJB representatives and stakeholders. Clarifying expectations of the process and outcomes; roles, tasks, and responsibilities; budget, deadlines, and deliverables; survey

instruments and goals, class specification formats; and review of current classification and compensation structure.

I. A comprehensive structure recommendation and implementation plan with potential solutions and implementation model for addressing any identified issues. Provide written instructional information to IJB staff to implement recommended changes, to conduct future individual salary audits to maintain internal equity and competitive market position, and to facilitate placement of the job into any new or revised structure.

4.3.5 Provide details or plans about how the Respondent proposes to provide and meet the project deliverables in section 1.7. The Respondent can describe plans or methodologies to be used to perform the services. The Respondent will include ability, capacity, and skills to perform the scope of services.

A. Review the IJB current compensation system, structures, philosophies, policies and procedures, pay plans, collective bargaining agreements to formulate a project plan and methodology. This will be completed by the project kickoff meeting to confirm scope and objectives.

B. Prepare and deliver a written detailed report and analysis of the compensation survey results for all classifications compared to the market and how this analysis supports the consultant's recommendations.

C. Prepare and deliver an updated model salary structure and criteria for placing employees within new pay ranges or adjustments to the pay grades based on the compensation study results in accordance with the IJB needs, pay equity, compensation best practices, concerns relevant to the public sector, and all applicable laws, statutes, bargaining agreements and rules applicable to the IJB.

D. Results and recommendations for the IJB classification structure including job classifications, job titles, and FLSA status. Provide written recommendations for job classification compensation evaluation tools and processes, including strategies and best practices for maintaining the classification system, and suggestions on change management to introduce an updated comprehensive classification and compensation structure.

4.3.6 Provide a plan of and describe how the Respondent proposes to complete in person meetings and deliverables. Travel costs should be included in the cost proposal.

4.3.7. Provide a proposed timeline to complete the project and efforts.

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

5.2 EVALUATION COMMITTEE

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

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.

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.

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 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 specifications 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.

Scored Technical Specifications	Weight	Score (0-4)	Potential Maximum Points
4.3.1 Respondent provided an executive summary and overview of the goods and/or services it is offering as specified in section 3.2.3.B. The summary reflects the Respondent’s understanding of the efforts described in this project and summary of plans for complying with this project.	40		160
4.3.2. Respondent provided business experience information as specified in section 3.2.5.A-D. The Respondent’s background information includes experience with classification and compensation consulting projects for government entities.	24		96
4.3.3. Respondent provided an experience summary for key personnel who will be involved in providing the goods and/or services contemplated by this RFP as specified in section 3.2.5.F. The experience of the key personnel demonstrates experience in classification and compensation consulting.	24		96
4.3.4 Provide details or plans about how the Respondent proposes to meet the project overview in section 1.6. The Respondent can describe plans or methodologies to be used to perform the services. The Respondent may include ability, capacity, and skills to perform the scope of services.	-	-	-
Details or plans to address project specification 4.3.4. A.	20		80
Details or plans to address project specification 4.3.4. B.	20		80
Details or plans to address project specification 4.3.4. C.	20		80
Details or plans to address project specification 4.3.4. D.	20		80
Details or plans to address project specification 4.3.4. E.	20		80
Details or plans to address project specification 4.3.4. F.	20		80
Details or plans to address project specification 4.3.4. G.	20		80
Details or plans to address project specification 4.3.4. H.	20		80
Details or plans to address project specification 4.3.4. I.	20		80
4.3.5 Provide details or plans about how the Respondent proposes to meet the project deliverables in section 1.7. The Respondent can describe plans or methodologies to be used to perform the services.	-	-	-

The Respondent may include ability, capacity, and skills to perform the scope of services.			
A. Review the IJB current compensation system, structures, philosophies, policies and procedures, pay plans, collective bargaining agreements to formulate a project plan and methodology. This will be completed by a project kickoff meeting to confirm scope and objectives.	16		64
B. Prepare and deliver a detailed report and analysis of the compensation survey results for all classifications compared to the market and how this analysis informs the consultant's recommendations.	36		144
C. Develop updated model salary structure and criteria for placing employees within new pay ranges or adjustment to the pay grades based on the compensation study results in accordance with the IJB needs, pay equity, compensation best practices, concerns relevant to the public sector, and all applicable laws, statues, bargaining agreements and rules applicable to the IJB.	36		144
D. Results and recommendations for the IJB classification structure including job classifications, job titles, and FLSA status. Provide recommendations for job classification evaluation tools and processes, including strategies and best practices for maintaining the classification system, and suggestions on change management to introduce an updated comprehensive classification and compensation structure.	36		144
4.3.6 A plan of how the Respondent proposes to complete in person meetings and deliverables.	4		16
4.3.7 A proposed timeline to complete the project or effort.	4		16
Total Potential Score	400		1600

5.4 COST PROPOSAL SCORING

The Cost Proposal file(s) will remain unopened during the evaluation of the Technical Proposals and any Respondent 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 Respondent Proposal. Under this formula, the lowest Cost Proposal receives all the points assigned to pricing. A Cost Proposal twice as expensive as the lowest Cost

Proposal would 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:

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

Respondent A: $\frac{\$35,000}{\$35,000}$ = receives 100% of available points for cost.
Respondent B: $\frac{\$35,000}{\$45,000}$ = receives 78% of available points for cost.
Respondent C: $\frac{\$35,000}{\$65,000}$ = receives 54% of available points for cost.

Total Points Assigned to Cost: 160

5.5 TOTAL SCORES

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

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

CONTRACT TERMS AND CONDITIONS

5.7 CONTRACT TERMS AND CONDITIONS

Any contract(s) resulting from this RFP between IJB and any Respondent(s) selected by IJB shall be a combination of the specifications, terms and conditions referenced in this RFP, including without limitation, the General Terms for IJB Services Contracts (the "General Terms") located on the website linked on the RFP Cover Page (with such modifications thereto as 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 IJB specifically in writing and contained in an executed contract), written clarifications or changes made by IJB through an amendment to the RFP in accordance with the provisions of this RFP, and any other terms deemed necessary by IJB. The Contract terms and conditions in Section 6 and the General Terms will be incorporated into and become part of the Contract. IJB reserves the right to supplement and modify any of the foregoing terms and conditions prior to the execution of any contract.

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 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 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.

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, 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. 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 IJB or the State would be served. As such, if any proposed modifications are not determined to be in the best interests of IJB or the State, or appear to pose a substantial impediment to reaching agreement, 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 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 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 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 IJB as terms and conditions with which 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.

5.8 TERM LENGTH

The Contract shall have an initial term of one (1) 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, 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 five (5) additional one-year terms. The resulting Contract may be terminated in accordance with its terms. IJB may not agree to penalties for termination in any of the above-described scenarios.

5.9 INSURANCE

5.9.1.1 Insurance Requirements.

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

5.9.1.2 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	\$2 million \$5 million

ATTACHMENT 1: CERTIFICATION LETTER – REQUIRED

Alterations to this document are prohibited, see section 2.14.14.

[Date]

Jill Knuth, Issuing Officer
State of Iowa – Judicial Branch Human Resources
1111 East Court Avenue, Des Moines, IA 50319

Re: RFP NUMBER **JB03272024** – PROPOSAL CERTIFICATIONS

Dear Jill:

I certify that the contents of the Proposal submitted on behalf of **[Name of Respondent]** _____ (Respondent) in response to **IJB** for RFP Number **JB03272024** for a Classification and Compensation Study are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

Certification of Independence

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

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

Certification Regarding Debarment

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 the fact upon which the Agency 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 addition to other remedies available to the Agency.

Sincerely,

[Name and Title]

ATTACHMENT 2: AUTHORIZATION TO RELEASE INFORMATION LETTER – REQUIRED

Alterations to this document are prohibited, see section 2.14.14.

[Date]

Jill Knuth, Issuing Officer
State of Iowa – Judicial Branch Human Resources
1111 East Court Avenue, Des Moines, IA 50319

Re: **RFP Number JB03272024** - AUTHORIZATION TO RELEASE INFORMATION

Dear Jill:

[Name of Respondent] _____ **(Respondent)** hereby authorizes the **IJB** 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 Number JB03272024**.

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]

[Name and Title of Authorized Representative]

Date

ATTACHMENT 3: FORM 22 – REQUEST FOR CONFIDENTIALITY – REQUIRED

Failure to submit a completed Form will result in the Proposal 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.
- B.

Completion of the Form and IJB’s acceptance of Respondent’s submission does not guarantee IJB will grant Respondent’s request for confidentiality. 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 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 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

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, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices). All prices quoted must be firm and not subject to increase unless otherwise provided for in this RFP. Travel, administrative, overhead, and other related charges and expenses shall be included in the prices set forth in this proposal. A unit price and a total for the quantity must be stated for each item quoted. In case of an error in the total or extension, the unit price prevails. Based on the Payment Terms outlined above. The following template is required. Please use additional pages to provide any additional narrative support for the costing information.

Provide a detailed breakdown in your Cost Proposal for all costs included below.

	Firm US Dollars
Summary Cost for overall proposal	
Review of current classification and compensation structure, philosophies, policies and procedures, pay plans, and collective bargaining agreements. (4.3.4.A.).	
Results and recommendations for job classifications (4.3.4.B.).	
Results and recommendations for job classification compensation evaluation tool (4.3.4.C.).	
Identifying and recommending benchmarking standards and compensation survey for similar classifications (4.3.4.D.).	
Compensation study for market data (4.3.4.E).	
Review and recommendation for pay grade structure (4.3.4.F.).	
Analysis and recommendation for internal equity (4.3.4.G).	
Information meetings throughout the project (4.3.4.H.).	
A comprehensive structure recommendation and implementation plan (4.3.4.I).	

Project kickoff meeting to confirm the scope and objectives (4.3.5.A.).	
A written detailed report and analysis of the compensation survey results for all classifications compared to market and how this analysis supports the consultant's recommendations (4.3.5.B.).	
Prepare and deliver an updated model salary structure and criteria for placing employees within new pay ranges or adjustments to the pay grades based on the compensation study results (4.3.5.C.).	
Results and recommendations for the IJB classification structure including job classifications, job titles, and FLSA status (4.3.5.D).	
Written recommendation for job classification compensation evaluation tools and processes, including strategies and best practices for maintaining the classification system, and suggestions on change management to introduce an updated comprehensive classification and compensation structure (4.3.4.D.).	
All other costs not previously listed.	

ATTACHMENT 5: RESPONSE CHECKLIST – REQUIRED

RFP REFERENCE SECTION	RESPONSE INCLUDED?		LOCATION OF RESPONSE
	Yes	No	
3.1.1 Four (4) paper Copies and One (1) electronic copy of the Bid Proposal			
3.1.2 One (1) Public Copy with Confidential Information Excised			
3.2.1 Transmittal Letter			
3.2.1 Form 22 – Request for Confidentiality (Attachment 3)			
3.2.2 Table of Contents			
3.2.2 Checklist of submittals (Attachment 5)			
3.2.3 Executive Summary A.			
3.2.3 Executive Summary B.			
3.2.3 Executive Summary C.			
3.2.3 Executive Summary D. - 4.2 Mandatory Specifications – 1. The Issuing Officer must receive the Bid Proposal, and any amendments thereof, prior to or on the due date time.			
3.2.3 Executive Summary D. – 4.2 Mandatory Specifications – 2. Respondents must include all documents and forms required by the RFP as part of their proposal. The required documents are listed in this attachment.			
3.2.3 Executive Summary D - 4.3 Scored Technical Specifications			
3.2.4 Vendor Background Information			
3.2.5 Experience			
3.2.6 Termination, Litigation, Debarment			
3.2.8 Acceptance of Terms and Conditions			
3.2.9 Certification Letter (Attachment 1)			
3.2.10 Authorization to Release Information (Attachment 2)			
3.2.11 Firm Proposal Terms			

COST PROPOSAL (in a separate envelope)			
3.1.1 Four (4) paper Copies and One (1) electronic copy of the Cost Proposal			
3.3 Cost Proposal Form (Attachment 4)			

JUDICIAL BRANCH REVIEW (FOR IJB USE ONLY)

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

Issuing Officer Signature

Date

¹ Agency's acceptance of Respondent's submission should not be construed as Agency's approval of Respondent's request for confidentiality. Instead, acceptance of Respondent's submission simply means that Agency believes Respondent's Form 22 appears fully completed in accordance with the RFP.