

Request for Proposal

Communication Support Services

Request for Proposal Number: 2023-1-A

IPERS will receive proposals until 3:30 p.m., Central Time, April 28, 2023, from qualified firms to provide Communication Support Services. Late proposals will not be considered.

Date Proposals Due: April 28, 2023

Contract to Begin: July 1, 2023

For information about this notice, and throughout this competitive acquisition process, interested service providers shall contact only the Issuing Officer:

Due: April 28, 2023

ISSUING OFFICER

Shawna Lode Iowa Public Employees' Retirement System 7401 Register Drive Des Moines, IA 50306-9117

Phone: 515-491-1374

Email: shawna.lode@ipers.org

Iowa Public Employees' Retirement System Communication Support Services

Request for Proposal Number: 2023-1-A

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Section 1: Introduction

1.1 Purpose

The Iowa Public Employees' Retirement System (hereafter called IPERS) seeks one or more Consultant(s) to provide ongoing communication services. Specifically, IPERS desires to find one or more firms with expertise in integrated communication, including the following:

- Communication planning, development and evaluation, including, but not limited to:
 - o Print, video, social media, email marketing
 - Public relations
 - Data/research collection/evaluation

The resulting contract shall have an initial three-year term commencing no later than July 1, 2023, and shall be eligible for up to a three (3) year extension, subject to mutual agreement. The resulting contract may be terminated at IPERS' discretion, with or without cause, after thirty (30) days written notice to the Consultant.

From FY2017 - FY2022, annual average billing for this contract was \$42,314.

The resulting outcome of this RFP will be a designated term contract between the selected Consultant and IPERS. Please see Section 6, Contractual Terms and Conditions, and Attachment 3 for additional contract information.

1.2 Definitions

For the purposes of this RFP and the resulting contract, the following terms are defined as shown below.

- (i) **Consultant** means the provider of the services under the Contract.
- (ii) *IPERS* means the Iowa Public Employees' Retirement System as established in Iowa Code Chapter 97B.
- (iii) **RFP** means this Request for Proposal (and any addenda thereto) that was issued by IPERS to solicit the services subject to the Contract.
- (iv) **Service Proposal** or **Consultant's Response** means the Consultant's proposal submitted in response to the RFP.

1.3 Overview of the RFP Process

Consultants must complete RFP Section 3.3 so that IPERS can determine whether a Consultant is qualified to provide the requested services and can gather information on experience, history, qualifications and fee structure.

Consultants will be required to submit their responses electronically. Refer to Section 4 of this RFP for submittal instructions. IPERS intends to evaluate proposals from all responsive and responsible Consultants and award any contracts in accordance with Section 5, Evaluation and Selection.

1.4 Background Information

IPERS has utilized communication services for several years to create IPERS' brand, style guide, newsletters, website, manuals, training materials, presentations, brochures, annual reports, social media and trade show displays for various audiences. IPERS is required by law to rebid these services in accordance with the Iowa Accountable Government Act.

This RFP is designed to provide Consultants with the information necessary to prepare competitive service proposals. The RFP process is for IPERS' benefit and is intended to provide IPERS with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Consultant is responsible for determining all factors necessary for submission of a comprehensive service proposal and for any preparation expense.

The following Sections contain information about required services.

1.4.1 Required Services

Sufficient information must be included in the proposal to allow the evaluation committee to conduct a full evaluation of the prospective Consultant's qualifications.

It is anticipated that the required services will generally include, but will not necessarily be limited to, the following:

Communication Services

- The Consultant will support IPERS staff in creating and producing communication for IPERS'
 members, retirees and beneficiaries, employers, policymakers and other audiences. The
 Consultant will work with IPERS' communication team to plan, create and prepare media
 elements for production using IPERS' corporate identity guidelines, web standards and
 templates for recurring publications.
- The Consultant must have the following professional communication capabilities:
 - Developing communication plans, strategies and evaluation criteria
 - Creation of a variety of technical and informational print and electronic tools, including newsletters, annual reports, brochures, website content, social media content and other communication-related materials
 - Create training tools such as instructional videos, manuals and guides
 - Crisis communication, media relations and public relations expertise
 - Focus groups, member surveys and industry research
 - Copywriting, editing and proofreading
 - Brand management
- The Consultant will be:
 - Able to work independently and as part of a group that may include technical subject matter experts
 - Able to effectively perform a variety of tasks for concurrent projects, meeting deadlines and working within the project budget

Due: April 28, 2023

Proficient in Microsoft Office Software Suite, Adobe Creative Suite and similar software

Section 2 Administrative Information

2.1 Issuing Officer

The person identified below is the sole point of contact regarding the RFP from the date of issuance until selection of the successful Consultant.

Shawna Lode Iowa Public Employees' Retirement System 7401 Register Drive Des Moines, IA 50306-9117

Phone: 515-491-1374

Email: shawna.lode@ipers.org

2.2 Restriction on Communication

From the issue date of this RFP until announcement of the successful bidder(s), Consultants may contact only the Issuing Officer. The Issuing Officer will respond only to written questions about the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2.5. Verbal questions related to the interpretation of this RFP will not be accepted. Consultants may be disqualified if they contact any IPERS employee other than the Issuing Officer about the RFP. Exception: Consultants may contact the State Targeted Small Business Office for issues related to the preference for Targeted Small Businesses. Consultants who are currently doing business with IPERS may continue to do so; however, any communication about this RFP is prohibited.

2.3 Downloading the RFP

This RFP and all addenda will be posted online at IPERS' <u>website</u>. Consultants are advised to check this site periodically for any issued addenda to the RFP.

2.4 Procurement Timetable

The following dates are set forth for informational and planning purposes; however, IPERS reserves the right to change the dates. If IPERS changes any of the deadlines for Consultant submissions, IPERS will post an addendum to the <u>website</u>.

Event	Target Date/Time (Central Time)
RFP notice will be posted on the Department of Administrative Service's website for Targeted Small Businesses.	Friday, March 10, 2023
RFP will be posted on the IPERS website and the state bid opportunities website.	Tuesday, March 14, 2023
Questions and requests for clarifications to the RFP shall be submitted in writing by prospective consultants to the Issuing Officer. Written questions and requests for clarification may be delivered, faxed or emailed.	Friday, March 31, 2023 No later than 5 p.m.
IPERS' responses to written requests for clarifications and pertinent questions will be posted to the IPERS website.	Friday, April 7 No later than 5 p.m.
Proposals are due by <u>3:30 p.m.</u> Central Time.	Friday, April 28, 2023 No later than 3:30 p.m.
Interviews with short-listed firms may be conducted by the Evaluation Committee.	Tuesday–Thursday, May 16-18, 2023
IPERS posts announcement of selection, subject to successful contract negotiations. IPERS will notify all firms that submitted a proposal.	Friday, May 26, 2023
Contract start date.	Saturday, July 1, 2023

2.5 Questions and Requests for Clarification

Consultants may submit written questions and requests for clarifications regarding the RFP. The questions and requests for clarifications must be in writing and received by the Issuing Officer before the date and time listed in Section 2.4. Oral questions will not be permitted. Written responses to questions, requests for clarifications, or suggestions will be posted on IPERS website.

IPERS assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP.

2.6 Addenda

IPERS reserves the right to amend the RFP at any time by issuing an Addendum to the RFP. The Consultant shall acknowledge receipt of all such Addenda in its proposal. If an Addendum is issued after the deadline for receipt of service proposals, IPERS may, in its sole discretion, allow Consultants to amend their service proposals in response to the Addendum.

2.7 Amendment or Withdrawal of Service Proposal

The Consultant may amend its service proposal at any time before the service proposals are due. The amendment must be received in writing and received by the deadline for the receipt of service proposals.

Consultants who submit proposals in advance of the deadline may withdraw, modify and resubmit proposals at any time prior to the deadline for submitting proposals. Consultants must notify the Issuing Officer by <a href="mailto:ema

2.8 Submission of Service Proposals

IPERS must receive the service proposal as identified in Section 4 before the deadline listed in Section 2.4. IEPRS will not waive this mandatory requirement. Any service proposal received after this deadline will not be considered. Consultants may contact the Issuing Officer by email to confirm successful receipt of the proposal.

Consultants must furnish all information necessary to evaluate the service proposal. Service proposals that fail to meet the mandatory requirements will be disqualified. Verbal information provided by the Consultant shall not be considered part of the Consultant's service proposal.

2.9 Service Proposal Opening

The Issuing Officer will open service proposals after the deadline for submission of proposals. The service proposals will remain confidential until the Evaluation Committee has reviewed all proposals and IPERS has announced a notice of intent to award a contract to the selected Consultant(s). However, the names of Consultants who submitted timely service proposals will be publicly available after the service proposal opening. The announcement of Consultants who submitted timely service proposals does not mean that an individual proposal has been deemed compliant or accepted.

2.10 Costs of Preparing the Service Proposal

The costs of preparing the service proposal are solely the responsibility of the Consultant.

2.11 Rejection of Service Proposals

IPERS reserves the right to reject without penalty any or all service proposals received in response to this RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by IPERS to award a contract. This RFP is designed to provide Consultants with the information necessary to prepare a competitive service proposal. This RFP process is for IPERS' benefit and is intended to provide IPERS with competitive information to assist in the selection of a Consultant. It is not intended to be comprehensive and each Consultant is responsible for determining all factors necessary for submission of a comprehensive service proposal.

2.12 Nonmaterial Variances

IPERS reserves the right to waive or permit cure of nonmaterial variances in the service proposal if, in the judgment of IPERS, it is in IPERS' best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness, are merely a matter of form or format, do not change the relative standing or otherwise prejudice other Consultants, do not change the meaning or scope of the RFP or do not reflect a material change in the requirements of the RFP. In the event IPERS waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Consultant from full compliance with RFP requirements or other contract requirements if the Consultant is awarded the contract. The determination of materiality is in the sole discretion of IPERS.

2.13 Reference Checks

IPERS reserves the right to contact any reference to assist in the evaluation of the service proposal, to verify information contained in the service proposal and to discuss the Consultant's qualifications and the qualifications of any sub-consultant identified in the service proposal.

2.14 Information from Other Sources

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

2.15 Verification of Service Proposal Content

The content of a service proposal submitted by a Consultant is subject to verification. If IPERS, in its sole discretion, determines that the content is in any way misleading or inaccurate, the Consultant may be disqualified.

2.16 Service Proposal Clarification Process

IPERS reserves the right to contact a Consultant after the receipt of service proposals deadline for the purpose of clarifying a service proposal to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Consultant has provided services to IPERS, or any other state entity or political subdivision or requests for

corrective pages in the Consultant's service proposal. An individual authorized to legally bind the Consultant shall sign responses to any request for clarification. Responses shall be submitted to IPERS within the time specified in IPERS' request. Failure to comply with requests for additional information may result in rejection of the service proposal as non-compliant.

2.17 Disposition of Service Proposals

Notwithstanding the foregoing, if IPERS decides to terminate the selection process prior to the issuance of a notice of intent to award a contract, it will destroy or shall direct the destruction of all proposals and no copies, either physical or electronic, shall be maintained by IPERS or its agents. Proposals that are received after the submission deadline will not be considered.

2.18 Disclosure of Proposal Content

All information submitted by the Consultant shall be treated as a public record by IPERS. The laws of the State of lowa require that at the conclusion of the selection process, the contents of all service proposals will be placed in the public domain and be open to inspection by interested parties pursuant to lowa Code Chapter 22 or other applicable law. Do not request confidential treatment of specific information.

2.19 Copyrights

By submitting a service proposal, the Consultant agrees that IPERS may copy the service proposal for purposes of evaluating the service proposal or to respond to requests for public records. The Consultant consents to such copying by the Consultant's submission of a service proposal in response to this RFP, and warrants that such copying will not violate the rights of any third party. IPERS shall have the right to use ideas or adaptations of ideas that are presented in a service proposal submitted by any Consultant.

2.20 Release of Claims

By submitting a service proposal, the Consultant agrees that it will not bring any claim or cause of action against IPERS based on any misunderstanding concerning the information provided herein or concerning IPERS' failure, negligent or otherwise, to provide the Consultant with pertinent information as intended by this RFP.

2.21 Presentations

Consultants deemed to be best qualified to provide required services upon evaluation of all proposals may be required to make a presentation of their service proposal to the Evaluation Committee assembled to evaluate prospective Consultants. The presentation may occur at IPERS, at the offices of the Consultant or virtually. IPERS will determine the need for presentations, the location, order and schedule of the presentations. The consultant may select the type of proposal that is submitted: PDF, video, website, etc.

2.22 Evaluation of Service Proposals Submitted

Service proposals that are submitted on time and comply with the requirements of the RFP will be

reviewed in accordance with Section 5 of the RFP. IPERS will not necessarily award any contract to the Consultant offering the lowest cost to IPERS. Instead, IPERS will award the contract to the compliant Consultant whose service proposal IPERS believes will provide the best value to IPERS.

2.23 Award Notice and Acceptance Period

A notice of intent to award the contract will be posted, and all Consultants submitting a timely service proposal will be notified via email. Negotiation and execution of the contract shall be completed no later than the date listed in Section 2.4. If the apparent successful Consultant fails to negotiate and deliver an executed contract by that date, then IPERS, in its sole discretion, may cancel the award and award the contract to the remaining Consultant IPERS believes will provide the best value to IPERS.

2.24 Full Execution of Contract

The full execution of a written contract shall constitute the making of a contract for the services requested by the RFP and no Consultant shall acquire any legal or equitable rights relative to the contract for such services until the contract has been fully executed by the successful Consultant(s) and IPERS.

2.25 Choice of Law and Forum

This RFP and the resulting contract are to be governed by the laws of the State of Iowa and without regard to the State of Iowa's choice of law provisions. Changes in applicable laws and rules may affect the award process or the resulting contract. Consultants are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

2.26 Restrictions on Gifts and Activities

lowa Code Chapter 68B restricts gifts given to or received by IPERS employees and requires certain individuals to disclose information concerning their activities with state government. Consultants are responsible for determining the applicability of this Chapter to their activities and to comply with the requirements. The awarded Consultant(s) must agree to comply with the IPERS Ethics Policy and Data Sharing Agreement (See Attachment 2).

2.27 Appeals

Filing an appeal. Any Consultant who filed a timely proposal and that is aggrieved by an award made by IPERS may appeal the decision by filing a written notice of appeal with Gregory S. Samorajski, Chief Executive Officer, 7401 Register Drive, Des Moines, Iowa, 50321, within five (5) calendar days of the issuance of the notice of the intent to award, exclusive of Saturdays, Sundays and legal state holidays. The notice of appeal shall state the grounds upon which the Consultant challenges IPERS' award.

Procedures for Consultant appeal. The appeal will be treated as "other agency action" in accordance with Iowa Code chapter 17A and cases interpreting this Code chapter. The procedure for an appeal of "other agency action" is to allow the Consultant an opportunity to be heard. To fulfill this obligation, the bidder has five (5) calendar days from the date the notice of appeal was filed with IPERS to submit any written arguments and documents it wants considered related to the merits of the

appeal.

The aggrieved bidder may or may not be afforded an opportunity to discuss the merits of the appeal with CEO Samorajski. CEO Samorajski will issue a final agency decision related to the appeal. The exclusive means for a bidder to seek further review of the final agency decision shall be governed by lowa Code Section 17A.19.

Section 3 Technical Requirements of the RFP

3.1 Overview

This Section contains the detailed technical and business requirements of this RFP. IPERS has determined that it is best to define its own needs, desired operating objectives and desired operating environment. IPERS will not tailor these needs to fit a particular solution.

Consultants shall propose to meet IPERS' needs as defined in this RFP. These requirements are divided into two groups:

- Mandatory Requirements: A successful Consultant must be able to satisfy all these requirements to be deemed a responsive and responsible Consultant.
- Scored Technical Requirements: Proposals that pass the Mandatory Requirements Review will be reviewed by the Evaluation Committee for quality and completeness. Compliance with the Scored Technical Requirements is also mandatory.

The successful Consultant shall be obligated to provide all services identified in this Section and sub Section 1.4.1. The successful Consultant shall also be obligated to provide all services specified in the Consultant's response to this RFP.

3.2 Mandatory Requirements

All items listed in Sections 3.2.1, 3.2.2, and 3.2.3 are Mandatory Requirements. Consultant must mark either "yes" or "no" to each requirement in the attached Excel document titled Attachment 1 Mandatory requirements and fee information. By indicating "yes," Consultants agree they shall comply with that requirement throughout the full term of the contract if the Consultant is successful. In addition, for specific requirements, Consultants shall provide specific references and supportive materials to verify the Consultant's compliance with IPERS' requirements. Failure to provide this information may cause Consultants to be deemed nonresponsive and their proposal eliminated from further consideration under this RFP. A pass/fail evaluation will be utilized for all Mandatory Requirements. To be considered eligible for full evaluation of the proposal, Consultants must agree to each Mandatory Requirement by marking "yes" to all questions and providing any requested supportive materials. A "no" response shall deem a Consultant nonresponsive and irresponsible and thus ineligible for potential award of this contract. IPERS reserves the right to determine whether the supportive materials submitted by the Consultant demonstrate the Consultant will be able to comply with the Mandatory Requirements. If IPERS determines the supportive materials do not demonstrate that the Consultant will be able to comply with the Mandatory Requirements, IPERS may disqualify the proposal.

3.2.1 General Compliance Requirements

#	Question	Yes/No
3.2.1.1	The work performed by the Consultant shall comply with all applicable federal, state, and local legal and regulatory requirements.	

3.2.2 Consultant Qualifications Requirements

#	Question	Yes/No
3.2.2.1	Consultant shall, as of the date of the submission of its proposal, have a minimum of three years of experience in communication services.	
3.2.2.2	At least one principal of the selected Consultant firm shall have a minimum of five years' experience providing similar services for projects of a similar nature, complexity and size as those required by this RFP.	
3.2.2.3	The selected Consultant shall have sufficient qualified staff and/or consultants to provide the services required by this RFP.	
3.2.2.4	The selected Consultant shall have the necessary resources and capabilities and the level of commitment to complete the required work in an efficient and timely manner, within the specified time period.	

3.2.3 Performance Monitoring, Review and Compensation Requirements (Accountable Government Act: Iowa Code Section 8.47)

#	Question	Yes/No
3.2.3.1	IPERS reserves the right to conduct periodic performance audits in all areas of services required by this RFP (i.e. reporting requirements) throughout the term of this contract at the discretion of IPERS' Contract Administrators. Consultants shall provide all documentation necessary for the performance audit as requested by IPERS within 15 calendar days of request.	
3.2.3.2	The Consultant shall notify IPERS' Contract Administrators in writing of any unresolved disputes or problems that have been outstanding for more than five working days. IPERS' Contract Administrators shall notify the Consultant in like manner.	

3.2.3.3 At the next scheduled meeting after which any party has identified a problem in writing, the party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated

shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution.

For as long as a problem remains unresolved, written reports shall identify:

- A. Any event outside the control of either party that accounts for the problem;
- B. Modifications to the Contract agreed to by the parties in order to remedy or solve the identified problem;
- C. Damages incurred because of any party's failure to perform its obligations under this Contract; and

Any request or demand for services by one party that another party believes are not included within the terms of this Contract.

3.3 Mandatory Scored Technical Requirements

All items listed below are Mandatory Scored Technical Requirements. They will be evaluated and scored by the Evaluation Committee in accordance with Section 5. All requirements must be met.

IPERS seeks one or more Consultants to provide integrated communication services. Specifically, IPERS desires to find one or more communication firms with expertise in the Purposes shown in Section 1.1.

3.3.1 Project Team

Consultant shall provide an overview of the team proposed to provide the services. Please include the following:

- An overview of the firm
- Brief profiles of key personnel
- The names and specific relevant experience of the project manager and other key personnel
- Certifications or designation awards relating to advertising, marketing, design, communication or other relevant requirements

- For the Consultant, a list of locations where the work will be performed, including size of staff
- Experience of team members assigned to provide the requested services

3.3.2 Services to Be Provided and Availability

Consultant shall provide an overview of the proposed approach for providing required services that includes the following:

- A brief description of the proposed approach and methods to be used in providing all required services
- A brief description and proposed project timeline of how communication services shall be accomplished, if applicable

3.3.3 Fees and Other Cost Information

Consultant shall provide a proposed all-inclusive fixed fee for each service. Fee information shall be fixed for the first three years of the contract. Fees to be used in subsequent years shall be limited by an escalator clause. Please propose an escalator clause percentage, if any. Such fee information shall be provided in **Attachment 1 Mandatory requirements and fee information.xls**.

If the Consultant would consider some type of performance-based fee that provided a discount to IPERS at the end of the year if the Consultant's execution quality did not meet agreed upon benchmarks, please provide the details for such a structure. Such fee information shall be provided in **Attachment 1 Mandatory requirements and fee information.xls**.

Consultant shall also provide the following specific information in **Attachment 1 Mandatory requirements and fee information.xls**:

- Estimated range of costs for reimbursable expenses, if any.
- Any additional cost information that may be applicable.

3.3.4 References

Consultant shall provide three references for which the consultant has completed work similar in scope and budget to the information included in Section 1.1, Purpose. For each reference, provide the organization name, contact person, phone number, email address and a summary of the work performed for that client.

Section 4 Format and Content of Service Proposals

4.1 Instructions

These instructions prescribe the format and content of the service proposal. They are designed to facilitate a uniform review process. Failure to adhere to the proposal format may result in the disqualification of the service proposal. A checklist of submission documents required is provided in Appendix A, Submission Checklist, for reference.

- **4.1.1** The service proposal may be submitted in any format: PDF, video, slide show, etc. Proposals shall address the specific RFP requirements. All questions posed in the RFP shall be answered clearly and concisely.
- 4.1.2 Consultant must upload the complete service proposal and associated documents here (https://iowamac-my.sharepoint.com/:f:/g/personal/shawna_lode_ipers_org/EmxmKe_oBCtCnm1v88C2IJ OBqxLNRz9TQMliFqKSby4qvA)
 - **4.1.3** Hard-copy proposals shall not be considered.
 - **4.1.4** Service proposals shall not contain confidential information.
 - **4.1.5** Service proposals shall not contain promotional or display materials.
 - **4.1.6** Attachments shall be referenced in the service proposal.
 - **4.1.7** All questions posed in the RFP shall be answered clearly and concisely.
 - **4.1.8** Prospective Consultants shall take notice of the due date listed in Section 2.4: Procurement Timetable, to ensure their Proposal is received before the deadline.

4.2 Service Proposal Requirements

The following documents and responses shall be included in the service proposal in the order given below:

4.2.1 Transmittal Letter/Statement of Interest

The transmittal letter/statement of interest shall contain the following:

- A positive statement of interest and of understanding and compliance with respect to Section 1: Introduction, Section 2: Administrative Information, and Section 6: Contractual Terms and Conditions of the RFP.
- The name of a person, including mailing address, telephone number, and email address to which all further correspondence and/or questions should be addressed.
- A commitment to promptly starting the work when requested if a contract is awarded to your firm.

Due: April 28, 2023

 The signature of an individual with the authority to bind the Consultant to providing the services as proposed. Acknowledgment of any RFP amendment or addenda issued by IPERS prior to the proposal submittal date.

4.2.2 Table of Contents

The Consultant shall include a table of contents of its service proposal.

4.2.3 Executive Summary

The Consultant shall prepare an executive summary and overview of the services it is offering.

4.2.4 Service Requirements

The Consultant shall address each requirement in Section 3 of the RFP and explain how it will comply with each requirement. Proposals must be fully responsive to each requirement.

Simply repeating the requirements may be considered nonresponsive and may disqualify the Consultant. Proposals must identify any deviations from the requirements of this RFP or requirements the Consultant cannot satisfy. Any deviations from the requirements of the RFP or any requirement of the RFP that the Consultant cannot satisfy may disqualify the Consultant.

4.2.5 Background Information

The Consultant shall provide the following general background information:

- 1. Name, address, telephone number, email address and website of the Consultant including all Doing-Business-As (DBAs) or assumed names or other operating names.
- 2. Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company.
- 3. State of incorporation, state of formation or state of organization.
- 4. Identification and specification of the location(s) and telephone numbers of the major offices and other facilities that relate to the Consultant's performance under the terms of this RFP.
- 5. Local address and phone number.
- 6. Number of employees.
- 7. Type of business.
- 8. Name, address, telephone number and email address of the Consultant's representative to contact regarding all contractual and technical matters concerning this proposal.
- 9. Name, address, telephone number and email address of the Consultant's project managers who will primarily service IPERS' account.
- 10. Name and qualifications of any sub-consultants who will be involved with this project.

4.2.6 Proposal Certification

The Consultant shall sign and submit with the service proposal the document included as **Appendix B Proposal Certification Letter** in which the Consultant shall certify that the contents of the service proposal are true and accurate.

4.2.7 Acceptance of Terms and Conditions

The Consultant shall specifically agree that the service proposal is predicated upon the acceptance of all terms and conditions stated in the RFP. If the Consultant objects to any term or condition, the Consultant must specifically refer to the RFP page and Section. Objections or responses that materially alter the RFP shall be deemed nonresponsive and disqualify the Consultant.

4.2.8 Certification of Independence and No Conflict of Interest

The Consultant shall sign and submit with the service proposal the document included as **Appendix C Certification of Independence Letter** in which the Consultant shall certify that it developed the service proposal independently. The Consultant shall also certify that no relationship exists or will exist during the contract period between the Consultant and IPERS that interferes with fair competition or is a conflict of interest. IPERS reserves the right to reject a service proposal or cancel the award if, in its sole discretion, any relationship exists that could interfere with fair competition or conflict with the interests of IPERS.

4.2.9 Authorization to Release Information

The Consultant shall sign and submit with the service proposal the document included as **Appendix D Authorization to Release Information Letter** in which the Consultant authorizes the release of information to IPERS.

4.2.10 Firm Service Proposal Terms

The Consultant shall guarantee in writing the availability of the services offered and that all service proposal terms, including price, will remain firm for a minimum of 180 days following the deadline for submitting proposals.

4.2.11 IPERS Ethics Policy Statement and Data Sharing Agreement

Bidders must agree to comply with the IPERS <u>Ethics Policy</u> and Data Sharing Agreement (See Attachment 2). Pursuant to the Ethics Policy, the successful bidder must not be involved in any relationships with IPERS' key employees or with any other party providing services to IPERS that would constitute a conflict of interest, as defined in the policy, with respect to the products and/or services to be provided under this RFP. Each bidder must provide a positive statement in its proposal affirming either that it has no such conflicts of interests, or an IPERS disclosure statement disclosing potential conflicts and requesting approval in advance.

Section 5 Evaluation and Selection

5.1 Introduction

This Section describes the evaluation process that will be used to determine which Consultant's service proposal will provide the greatest benefit to IPERS. IPERS will award any contract resulting from this RFP to the Consultant(s) receiving the highest evaluation by the Evaluation Committee and deemed to be best qualified to provide the required services.

5.2 Evaluation Committee

IPERS intends to conduct a comprehensive, fair and impartial evaluation of service proposals received in response to this RFP. IPERS will use an Evaluation Committee to review and evaluate the service proposals.

The Evaluation Committee may be made up of representatives from IPERS and other entities. The Evaluation Committee's size and individual membership will be determined at the sole discretion of IPERS.

5.3 Overview of Evaluation

The evaluation process will involve the following steps:

- The Issuing Officer will review the Proposals for compliance with the Proposal format instructions. This step will consist of verification of each Proposal's full compliance with Section 4: Format and Content of Service Proposals.
- The Issuing Officer will retain noncompliant Proposals, which will not be considered.
- Proposals determined by the Issuing Officer to be compliant with Section 4 will be shared with the Evaluation Committee for evaluation.
- The Evaluation Committee will first determine whether Proposals comply with the Mandatory Requirements and Scored Technical Requirements described in Section 3. The Evaluation Committee will evaluate and score all service Proposals meeting all Mandatory Requirements in accordance with this Section. To be deemed responsive and responsible, Consultants shall answer "Yes" to all parts of Section 3.2: Mandatory Requirements.
- All answers provided to the questions asked in this RFP are subject to verification. Misleading and/or inaccurate answers shall be grounds for disqualification at any stage in the procurement process.
- IPERS reserves the right to make a written request for additional information from a prospective Consultant to assist in understanding or clarifying a Proposal. Any information received shall not be considered in the evaluation of the prospective Consultant's Proposal if it materially alters the content of the Proposal.

5.4 Proposal Evaluation Criteria

Evaluation of proposals will be based on, but not limited to, the following criteria, with associated weighted values by each category of services.

Criteria for Proposal Evaluation	
3.3.1 Project Team: qualifications and experience of key personnel in providing required services.	20%
3.3.2 Services to Be Provided and Availability: approach and methodology in providing required services, description of services and timeline for identified projects and availability of staff.	30%
3.3.3 Firm Experience: communication experience as displayed in firm experience table and references.	
3.3.4 Fees and other cost information.	

The Evaluation Committee will identify prospective Consultants whose proposal evaluation scores are in the competitive range, which will be determined by arranging the proposals from highest to lowest score and then looking for breaks in the scores such that natural groupings of similar scores may be identified. The Evaluation Committee will determine the competitive range in its sole discretion.

5.5 Selection

The Evaluation Committee will select the Consultant(s) deemed to be most qualified to provide the services required by IPERS. The firm(s) selected for award will be notified as specified in Section 2.4: Procurement Timetable.

5.6 Notice of Intent to Award

At the completion of the evaluation process described above, the Issuing Officer will issue to all Consultants who submitted a timely response to the RFP, a notice of intent to award a Contract identifying the selected Consultant(s).

5.7 Award

After final selection, representatives of IPERS will meet with the Consultant for the purpose of negotiating an Agreement that is acceptable to both parties. If the parties do not achieve an acceptable agreement, IPERS reserves the right, at its sole discretion, to negotiate with other RFP respondents.

Should the above-described process not result in a contract, IPERS will reevaluate relevant issues and take appropriate follow-up action.

Section 6 Contractual Terms and Conditions

6.1 Contract Terms and Conditions

6.1.1 Elements of Contract

The contract IPERS expects to award because of this RFP will be based on the service proposal submitted by the successful Consultant(s) and the RFP. The contract between IPERS and the successful Consultant(s) shall be a combination of the requirements, terms and conditions identified in the RFP, the contract terms and conditions contained in **Attachment 3**, the offer of the Consultant contained in the proposal, written clarifications or changes made in accordance with the provisions of the RFP, and any other terms deemed necessary by IPERS, except that no objection or amendment by a Consultant to the RFP requirements shall be incorporated by reference into the Contract unless IPERS has explicitly accepted the Consultant's objection or amendment in writing.

The contract terms and conditions contained in **Attachment 3** shall be incorporated into the resulting contract. The contract terms and conditions may be supplemented, upon mutual agreement between the Consultant and IPERS, and are provided to enable Consultants to better estimate their costs associated with services required by the RFP and the potential resulting contract. Consultants should plan on the contract terms and conditions contained in **Attachment 3** being included in any contract awarded because of this RFP. All costs associated with complying with these requirements should be included in any pricing quoted by the Consultant.

By submitting a proposal, each Consultant acknowledges its acceptance of the RFP requirements and the contract terms and conditions provided without change except as otherwise expressly stated in its proposal. If a Consultant takes exception to a provision, it must state the reason for the exception and set forth in its proposal the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the RFP may be deemed nonresponsive by IPERS, in its sole discretion, resulting in possible disqualification of the proposal.

6.2 Contract Term

The initial term of the contract for the selected Consultant(s) shall be three (3) years and shall be eligible for up to a three (3) year extension, subject to mutual agreement. The resulting contract may be terminated at IPERS' discretion, with or without cause, after thirty (30) days written notice to the Consultant.

Appendix A: Submittal Checklist

Required Documents

Each proposal must be submitted in accordance with Section 4 of the RFP.

Technical Proposal

- This must cover all the areas in Section 4.2 of the RFP and include all the forms requested in all subsequent Appendices.
- All the areas in Sections 3.2 and 3.3 must be explicitly addressed.
 - o Each mandatory requirement in Section 3.2 must be addressed individually with a "yes" or "no" response using the excel sheet titled **Attachment 1 Mandatory requirements and fee information.xls**. Any additional information requested must also be outlined.
- Each mandatory scored technical requirement in Section 3.3 must be addressed in appropriate detail.

Consultant shall provide a proposed all-inclusive fixed fee for each service bid. Fees shall be fixed for the initial three years of the contract. Fees in subsequent years shall be limited by an escalator clause. Please propose an escalator clause percentage amount.

Consultant shall also provide the following specific information in **Attachment 1 Mandatory requirements and fee information.xls**:

- Estimated range of costs for reimbursable expenses, if any.
- Any additional cost information that may be applicable.

Appendix B: Proposal Certification Letter

Appendix C: Certification of Independence Letter

[Date]

Shawna Lode Iowa Public Employees' Retirement System 7401 Register Drive Des Moines, IA 50306-9117

Re: Request for Proposal Number 2023-1-A

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

Dear Shawna:

By submitting a proposal in response to IPERS' Request for Proposal Number 2023-1-A for Communication Support Services (RFP), the undersigned certifies the following:

- 1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to IPERS who has worked on the development of this RFP, 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 Consultant or parties for the purpose of restricting competition.
- 3. Unless otherwise required by law, the information found in the proposal has not knowingly been disclosed and will not knowingly be disclosed prior to the award of the contract, directly or indirectly, to any other Consultant.
- 4. No attempt has been made or will be made by [Name of Consultant] to induce any other Consultant 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 [Name of Consultant] and IPERS that interferes with fair competition or is a conflict of interest.

Sincerely,	
Signature:	
[Name and Title]	

Appendix D: Authorization to Release Information Letter

[Date]

Shawna Lode Iowa Public Employees' Retirement System 7401 Register Drive Des Moines, IA 50306-9117

Re: Request for Proposal Number 2023-1-A

AUTHORIZATION TO RELEASE INFORMATION

Dear Shawna:

[Name of Consultant], hereafter referred to as the Consultant, hereby authorizes IPERS 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 Consultant in response to Request for Proposal Number 2023-1-A.

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

The Consultant hereby releases, acquits, and forever discharges IPERS and IPERS' 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 IPERS in the evaluation and selection of a successful Consultant in response to Request for Proposal Number 2023-1-A.

The Consultant authorizes representatives of IPERS to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the undersigned's proposal submitted in response to Request for Proposal Number 2023-1-A.

The Consultant further authorizes any and all persons and entities to provide information, data, and opinions with regard to the undersigned's performance under any contract, agreement, or other business arrangement, the undersigned's ability to perform, the undersigned's business reputation, and any other matter pertinent to the evaluation of the undersigned. The undersigned 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 undersigned that it may have or ever claim to have relating to information, data, opinions, and references supplied to IPERS in the evaluation and selection of a successful Consultant in response to Request for Proposal Number 2023-1-A.

A digital copy of this signed Authorization is as valid as an original.

[Name and Title of Authorized Representative]	[Date]
Signature:	
[Printed Name of Consultant Organization]	
Signature:	
Sincerely,	