

STATE OF IOWA
OFFICE OF THE TREASURER OF STATE

REQUEST FOR PROPOSALS FOR BRANDING
SERVICES

January 9, 2024



1. Purpose & Background

1.1 Purpose

The State Treasurer (“Treasurer”) is the Trustee of the Iowa Educational Savings Plan Trust (“Trust”). In that capacity, the Treasurer, is seeking a firm to create and assist in launching a new brand identity for the College Savings Iowa 529 plan (“Plan”).

The Treasurer invites interested parties to submit a proposal by **February 5, 2024** that includes timeline, cost and deliverables, with more details below that outline our criteria for selection. This RFP is not an offer to contract but seeks the submission of proposals from interested Firms that may form the basis for negotiation of an agreement. *The Treasurer reserves the right to reject any or all proposals and to solicit additional proposals if that is determined to be in the best interest of the Trust.*

1.2 Background

The Plan is Iowa’s direct-sold 529 plan under the Trust, which is administered by the Treasurer. The Plan’s mission is to help parents, grandparents, friends and relatives save for education expenses on behalf of a future student (“Beneficiary”). With funds and earnings from a Plan account, families can pay for qualified education expenses at accredited schools in the U.S. and abroad.

The Plan encourages families to plan ahead for their students’ future higher education expenses, in many cases reducing the need for future student loans. While there are no age restrictions on a Beneficiary, the Plan’s primary target market is parents who are age 25-49 that have young children. A secondary audience is grandparents of young children.

Parents, grandparents, family and friends can invest in the Plan for a Beneficiary. Neither the beneficiary nor the participant has to be a resident of Iowa. However, Iowa taxpayers are able to take advantage of the State of Iowa tax deduction.

The Plan currently has over \$5.7 billion in assets across over 284,000 accounts with over \$4.6 billion having been withdrawn to pay for qualified education expenses since the inception of the program. Additional information on the Plan is available on CollegeSavingsIowa.com.

529 Changes Prompting Re-branding

When Iowa launched the plan in 1998, the name College Savings Iowa focused on two aspects of the brand that were important at the time. Saving for college was the sole savings focus and Iowan parents were the sole target audience. As 529 plans have been expanded over the years, the definition of qualified education expenses has continued to be expanded as well. Currently, funds in a 529 plan can be used for a variety of expenses, which includes 4-year schools, 2-year schools, apprenticeships, K-12 schools and student loans. Due to the Plan’s national appeal, it is considered a national 529 plan, with 31% of the accounts and 48% of the assets owned by non-Iowa residents. The Trustee has selected a new name for the program and will provide that information to a firm selected to work on the project.

2. Scope of Services

A Firm shall provide all goods or services and deliverables as required, described and detailed in the appropriate section(s) below and shall meet all service and delivery timelines as specified by this RFP. If a Firm is planning to use subcontractors, they must be disclosed in their proposal.

2.1 Project Scope

The Firm, at the direction of or in consultation with the Treasurer, shall develop and execute a comprehensive, strategic and innovative re-branding plan for the Plan that is targeted to key media, the business community and stakeholders (including prospects and existing account owners) introducing a new name for the Plan.

The Plan's main goal is to have a brand that extends beyond just traditional 4-year colleges and does not give the impression that funds in the Plan must be used in Iowa, or that the Plan is only for Iowa residents and students residing within Iowa.

2.2 Key Deliverables

The Firm will be expected to fulfill the following deliverables, in close collaboration with the Treasurer, the Plan and its partners.

1. **Custom logo redesign:** create a new logo/brand using the pre-selected name. Logo will need to be provided for all mediums (e.g. print, web, digital) with the Treasurer owning the original design files.
2. **Brand Audit:** provide an assessment of the current brand, how the name change may impact current strengths and weaknesses of the brand.
3. **Re-branding Strategy:** brand positioning; topline key messages with revealing a new name
4. **Brand Look and Guidelines:** logos; guidelines on look and feel; guidelines on imagery selection and graphics. The Plan is intending to use the same color palette.
5. **Asset Development (optional):** updated brand guidelines; updated enrollment kit brochure, tri-fold slimlines; prospect and current account owner prospect mailers, visual concepts; others TBD through rebrand process
6. **Launch:** recommendations on rollout and launch strategy

3. RFP Questions

Provide answers to the following questions in your Proposal.

3.1 Questions

Please include the questions as well as your answers in your response.

Part I: Organization

1. Provide a brief overview of your organization and primary location.
2. Do you intend to use subcontractors? If so, for what services? Provide the name of all subcontractors that you intend to use or may decide to use to perform services under this RFP.
3. Describe factors or reasons we should consider your firm more favorably than your competitors.
4. Provide the following information on at least 3 clients (including contact persons) for whom

similar services as described in this RFP are provided:

- a. Client
- b. Client size
- c. Address
- d. Contact with title
- e. Telephone Number
- f. Length of Relationship in Years
- g. Services provided

Part II: Experience

5. Describe any experience your Firm has in working with rebranding a Qualified State Tuition Program (under Internal Revenue Code 529) or similar type of program/plan. Name the state/company, type of plan, and the person in the agency who served as your primary contact. Also, list the specific role your Firm has or had in promoting the program.
6. Profile two projects that your Firm has undertaken in the past two years that you consider to be representative of your Firm's overall capabilities. Describe why these projects were successful, what client objectives were achieved, and how the projects demonstrate the expertise and services sought currently by the Treasurer. Also, provide a name and contact information for the clients involved.

Part III: Timeline

Below is the timeline for this project. Timeline is subject to change by the Treasurer.

- Phase 1 (planning, learning): Contract Start Date – February 29, 2024
- Phase 2 (logo design, development of assets, recommended approaches): March 1, 2024 – April 15, 2024. Finalization of deliverables: May 3, 2024
- Phase 3 (brand rollout, media purchasing, implementation planning, etc): May 6, 2024 – August 1, 2024 Brand Launch: August – final date TBD

7. Confirm that your firm can meet the timeline expectations.

3.2 Financial Proposal

The evaluation process is designed to award this procurement not necessarily to the Firm of least cost, but rather to the Firm whose proposal best meets the requirement of this RFP. However, Firms are encouraged to submit proposals which are consistent with the Trustees efforts to conserve the Trust resources.

In order to assist Firms in the preparation of their Financial Proposal and to comply with the requirements of this RFP, Attachment B: Financial Proposal has been prepared for Firms to submit their proposals. The Financial Proposal is to be signed and dated by an individual who is authorized to bind the Firm to the prices entered on the Financial Proposal Amendment.

4. Administrative Information

4.1 Purpose

The purpose of this Request for Proposal ("RFP") is to solicit proposals from Firms to provide branding services for the Plan.

4.2 Procurement Timetable

1. RFP issued: January 8, 2024
2. Requests for clarification and questions due: January 22, 2024
3. Response to questions, issues and any RFP modifications: January 26, 2024
4. Proposals due to Treasurer's Office: February 5, 2024
5. Notice of award(s), if any: Around February 12, 2024

The Treasurer reserves the right to adjust the schedule of events as needed.

4.3 Request for Clarification

Firms may submit written questions regarding the procurement process and interpretation of the RFP. Firms must submit their questions by the deadline posted above with the subject line "RFP Question" to the following RFP Coordinator:

Alicia Callanan, Consumer Programs Manager
RFP Coordinator
Email: alicia.callanan@tos.iowa.gov

Oral questions will not be permitted. If the questions or requests for clarification pertain to a specific section of the RFP, the page and section number(s) must be referenced. From the issue date of the RFP until the deadline for submitting proposals, Firms may contact only the RFP Coordinator with regard to the RFP. The RFP Coordinator will respond only to questions regarding the procurement process and interpretation of the RFP. Firms may be disqualified if they contact any employee of the Treasurer's Office, other than the RFP Coordinator.

The Treasurer assumes no responsibility for verbal representations concerning conditions made by its officers or employees at any time, unless such representations are specifically incorporated into this RFP or written addenda to the RFP. Verbal discussions pertaining to modifications or clarifications of this RFP shall not be considered part of the RFP unless confirmed in writing by the RFP Coordinator. Any information provided by the Firm verbally shall not be considered part of the Firm's proposal. Only written communications from the Firm and received by the RFP Coordinator will be accepted.

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

4.5 Amendment to the Request for Proposal

In the event it becomes necessary to amend, add to or delete any part of the RFP, such amendment will be provided to all Firms who indicated via email their intent to respond or Firms who did respond to the RFP. The Firm's response must include acknowledgment of all addenda.

4.6 Submission of Proposals

No more than one proposal per Firm should be submitted. The Firm should designate one person as the principal contact with respect to this RFP. No proposals will be accepted after the date and time specified in this section.

Responses should be emailed to:

Alicia Callanan, Consumer Programs Manager
RFP Coordinator
Email: alicia.callanan@tos.iowa.gov

Responses must be received in the Treasurer's office not later than 4:30 p.m. on the date indicated in Section 4.2.

Prior to the deadline, contact concerning this RFP should be limited and in the format described above. However, after the deadline, please be advised there is to be no contact with any staff member of the Treasurer's office with respect to this proposal until a decision has been announced. This requirement shall not be construed as restricting communications related to the administration of any contract currently in effect between a Firm and the State.

4.7 Cost of Proposal

The costs of the preparation and delivery of the proposal are solely the responsibility of the Firm.

4.8 Waiver of Deficiencies

The Treasurer reserves the right to waive minor deficiencies in a proposal. The decision as to whether a deficiency will be waived or will require the rejection of a proposal will be solely within the discretion of the Treasurer. Each Firm is specifically notified that the failure to comply with or respond to any part of this RFP requiring a response may result in rejection of its proposal.

4.8 Clarification of Proposals

The Treasurer reserves the right to contact a Firm 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 Firm has provided services to the State or any other political subdivision wherever located, or requests for corrective pages in the Firm's proposal. The Treasurer will not consider information received from or through Firm if the information materially alters the content of the proposal or the type of services the Firm is offering to the Treasurer. An individual authorized to legally bind the Firm shall sign responses to any request for clarification. Responses shall be submitted to the Treasurer within the time specified in the Treasurer's request. Failure to comply with requests for additional information may result in rejection of the proposal.

4.9 Rejection of Proposals

The Treasurer reserves the right to reject any and all proposals, in whole or in part, received in response to this RFP at any time during the solicitation process. Issuance of this RFP in no way constitutes a commitment by the Treasurer to award a contract. This RFP process is for the benefit of College Savings Iowa and is intended to provide the Treasurer with competitive information to assist in the determination if and how an Firm could benefit the program and its participants.

4.10 Proposal Disclosure Prohibition

Until a contract resulting from this RFP is executed, no employee, agent or representative of any Firm shall make available or discuss its proposal with the press, any elected or appointed official or officer of the State of Iowa, or any staff member of the Treasurer's office, unless specifically authorized to do so by the Treasurer or Chief of Staff.

4.11 News Release Prohibition

Firms shall not issue any news releases or make any statement to the news media pertaining to this RFP or any proposal or contract or work resulting from this RFP without the prior written approval of the Treasurer or Chief of Staff.

4.12 Copyrights

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

4.13 Proposals Property of Treasurer

All proposals, whether accepted or rejected, become the property of the Treasurer and shall not be returned to the Firm. Once the Treasurer executes a contract, the contents of all Proposals will be publicly available for inspection by interested parties, except for information for which Firm properly requests confidential treatment according to exceptions provided in Iowa Code Chapter 22 or other applicable law.

4.14 Public Records and Requests for Confidentiality

The release of information by the Treasurer to the public is subject to Iowa Code Chapter 22 and 781 Iowa Administrative Code Chapter Two. Firms are encouraged to familiarize themselves with these provisions prior to submitting a proposal. All information submitted by a Firm may be treated as public information by the Treasurer unless the Firm properly requests that information be treated as confidential at the time of submitting the proposal.

Any requests for confidential treatment of information must be included in a cover letter with your proposal and must enumerate the specific grounds in Iowa Code chapter 22, which support treatment of the material as confidential and must indicate why disclosure is not in the best interests of the public. The request must also include the name, address, and telephone number of the person authorized by the Firm to respond to any inquiries by the Treasurer concerning the confidential status of the materials.

Any documents submitted that contain confidential information must be marked on the outside as containing confidential information, and each page upon which confidential information appears must be marked as containing confidential information. The confidential information must be clearly identifiable to the reader wherever it appears. All copies of the proposal submitted, as well as the original proposal, must be marked in this matter.

In addition to marking the material as confidential material where it appears, the Firm must submit one copy of the relevant pages of the proposal from which the confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the document as possible. These pages must be submitted with the cover letter and will be made available for public inspection.

The Firm's failure to request confidential treatment of material pursuant to this section and the relevant laws and administrative rules will be deemed by the Treasurer as a waiver of any right to confidentiality which the Firm may have had.

4.15 Restrictions on Gifts and Activities

Iowa Code chapter 68B contains laws which restrict gifts which may be given to or received by State employees and requires certain individuals to disclose information concerning their activities with state government. Firms are responsible for determining the applicability of this chapter to their activities and for complying with these requirements. In addition, Iowa Code chapter 722.1 provides that it is a felony to bribe a public official.

4.16 Agreement Not Exclusive

Any agreement resulting from this RFP shall not be an exclusive agreement between the parties. The Trust or Treasurer and is entitled to enter into similar agreements with any other party.

4.17 Construction of RFP with Laws and Rules

This RFP is to be construed in light of pertinent legal requirements. Changes in applicable laws and rules may affect the award process or the resulting contract. Firms are responsible for ascertaining pertinent legal requirements and restrictions.

4.18 Fees

Fees quoted by the Firm must be valid for a period of 90 days from the due date of responses to this RFP.

4.19 Oral Agreements

Any and all oral agreements are not binding on the Trust or the Treasurer. Written agreements represent the contractual obligations of the Trust and the Treasurer.

4.20 Firm Presentation of Supporting Evidence

A Firm, if requested, must be prepared to present evidence of experience, ability, service facilities and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal.

4.21 Changes to Proposal

No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the Treasurer may be necessary.

4.22 Collusion

By responding, the Firm implicitly states that the proposal is not made in connection with any competing Firm submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud.

4.23 Attachments and Appendices are Part of RFP

Any attachment, appendix, schedule, table or exhibit that is referred to herein or attached hereto shall be deemed incorporated herein by reference and shall constitute a part of this RFP.

5. Format and Content of Proposals & Evaluation of Proposals

5.1 Instructions

The proposal shall include all of the documents and information and meet all of the requirements described in Section 5.2. Failure to adhere to these requirements will cause rejection of the Firm's proposal. Firms are cautioned that the forms provided as attachments herein are to be used directly.

Proposals should follow the order of questions as they are asked in Section 3 of this RFP. In response to each question asked in Section 3, restate the **main** question (denoted by a number or a letter) in bold font followed by your answers stated in regular font. Responses should be thorough and answer the specific question asked, (including any issues addressed following a question). The proposal shall be formatted to 8.5" x 11" paper and be sequentially numbered, beginning with the cover page and include appendices, addendums, and other attachments. Margins shall be no less than 1" on all sides. An electronic copy shall be emailed to alicia.callanan@tos.iowa.gov.

If the Firm designates any information in its proposal as confidential pursuant to Section 4.14 of this RFP, the Firm must comply with all requirements set forth in Section 4.14. 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.

Proposals shall not contain promotional or display materials.

Attachments shall be referenced in the proposal.

If a Firm proposes more than one method of meeting these requirements, each shall be labeled and submitted separately. Each will be evaluated separately.

5.2 Proposal

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

Cover Page – Attachment A: The Firm will complete and submit with the proposal the Cover Page included as Attachment A.

Transmittal Letter: The letter shall include the following:

1. Name, title, mailing address, electronic mail address, and telephone number of the contact person who may be contacted by the Treasurer regarding the contents of the Firm's proposal;
2. Acknowledgement that the Firm is able and willing to deliver services as described in Section 2 "Scope of Services" or an explanation of how its service would differ from these expectations;
3. Any request for confidential treatment of information, in addition to the specific statutory basis supporting the request and an explanation of why disclosure of the information is not in the best interest of the public. (See section 4.14 of this RFP for more information about confidentiality.)
4. The Firm shall guarantee in writing the availability of the services offered and that all proposal terms, including price, will remain Firm for a minimum of 120 days following the deadline for submitting proposals.
5. The transmittal letter shall include acceptance of terms and conditions. The Firm shall specifically state that Firm agrees with and accepts all terms and conditions stated in the RFP, including the terms and conditions contained in Section 6, without change except as otherwise expressly stated in its proposal. If the Firm objects to any term or condition, the Firm must

specifically refer to the RFP or attachment page and section. Objections or responses that materially alter the RFP may, in the Treasurer's sole determination, be deemed non-responsive and the Treasurer may disqualify the Firm. See Section 4.1 for additional information and requirements regarding contract terms and conditions.

Answers to Questions: The Firm shall address each question in Section 3 RFP Questions of the RFP. Emphasis should be on clarity, brevity and completeness of information.

Financial Proposal – Attachment B: The Firm shall sign and submit with the proposal the document included as Attachment B, in which the Firm provides pricing proposals.

Proposal Certification – Attachment C: The Firm shall sign and submit with the proposal the document included as Attachment C, in which the Firm shall certify that the contents of the proposal are true and accurate.

Certification of Independence and No Conflict of Interest – Attachment D: The Firm shall sign and submit with the proposal the document included as Attachment D, in which the Firm shall certify that it developed the proposal independently. The Firm shall also certify that no relationship exists or will exist during the contract period between the Firm and the State or any counties or local election officials that interferes with fair competition or is a conflict of interest. The Treasurer reserves the right to reject a proposal or cancel the award if, in its sole discretion, the Treasurer determines any relationship exists that could interfere with fair competition or conflict with the interests of the State or the counties.

Authorization to Release Information – Attachment E: The Firm shall sign and submit with the proposal the document included as Attachment F, in which the Firm authorizes the release of information to the State.

5.3 Evaluation

The Treasurer will not necessarily award any contract resulting from this RFP to the Firm offering the lowest cost to the Trust. Instead, the Treasurer intends to select the compliant Firm whose proposal provides the Trust with the best value and serves the best interests of the Trust.

The Treasurer will use an evaluation committee to review and evaluate the proposals. The committee will consider all information provided in the proposal when making its recommendation to the Treasurer and may consider relevant information from other sources.

6. General Terms and Condition of the Contract

6.1 Contract Terms and Conditions

Any contract resulting from this RFP that the Treasurer expects to award as a result of this RFP will be based upon the proposal submitted by the successful Firm and this solicitation. The contract between the Treasurer and the Firm shall be a combination of the specifications, terms and conditions of the RFP and any policies governing the marketing of the Treasurer's programs, the contract terms contained below, the offer of the Firm contained in the Firm's proposal (excluding any exceptions taken by Firm in accordance with this Section 6.1 that are not accepted by the Treasurer specifically in writing and contained in the executed agreement), written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary by the Treasurer.

The contract terms and conditions contained in this Section are not intended to be a complete listing of all contract terms and conditions that may be deemed necessary by the Treasurer but are provided only to enable Firms to better evaluate the costs associated with the RFP and the potential resulting contract(s). All costs associated with complying with these requirements should be included in any pricing quoted by the Firm.

By submitting a proposal, each Firm acknowledges its acceptance of the terms, conditions, and requirements contained in this RFP, including those contained in Section 6, without change except as otherwise expressly stated in its proposal. If a Firm takes exception to any term, condition, requirement or other provision of this RFP, it must state the reason for the exception and set forth in its proposal the specific contract language it proposes to substitute in place of the excepted provision. If a Firm takes exception to any term or condition contained in Section 6, the Firm must produce a redlined draft of such language, and such redlined draft(s) must clearly reflect all of Firm's exceptions thereto and all alternative language or other changes that Firm specifically proposes to make. Exceptions and/or proposed changes that materially change the terms, conditions, specifications, or requirements of the RFP may be deemed non-responsive by the Treasurer, as determined in its sole discretion, resulting in possible disqualification of the Firm's proposal. A Firm's failure to state an exception to any term, condition, specification, requirement or other provision of this RFP and propose alternative language in accordance with this Section 6.1 may be deemed by the Treasurer to constitute Firm's acceptance thereof. Any term, condition, provision, or requirement, to which a Firm fails to take exception and propose changes in accordance with this Section 6.1 will not be subject to negotiation. A Firm may not take exception to all of the provisions or terms contained in Section 6. A Firm may not state that it takes exception to any terms, conditions, requirements, or other provisions of the RFP to the extent any of the foregoing conflict with any terms or conditions contained in the Firm's standard form contracts. A Firm may not submit its standard form contract(s) for consideration in lieu of the terms in Section 6. By submitting a proposal to this RFP, Firms acknowledge and agree that the Treasurer and any successful Firm will be negotiating from a contract provided by the Treasurer, and will not be negotiating from or utilizing a Firm's standard form contracts. The Treasurer reserves the right to refuse to enter into a contract with the successful Firm for any reason, even after delivery of notice of selection or intent to negotiate a contract. The Treasurer further reserves the right to negotiate contract terms with the successful Firm(s), and to suspend or terminate negotiations at any time.

Term of Contract

The contract will be in force until all deliverables are completed.

Invoices

The Firm shall submit monthly an invoice for services rendered in accordance with this Agreement. The invoice shall comply with all applicable rules concerning payment of such claims. The Treasurer shall verify the Firm's performance of the Deliverables outlined in the invoice before making payment. The Treasurer shall pay all approved invoices in arrears and in conformance with Iowa Code § 8A.514. The Treasurer may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code § 8A.514.

Unless otherwise agreed in writing by the parties, the Firm shall not be entitled to receive any other payment or compensation from the State for any Deliverables provided by or on behalf of the Firm under this Contract. The Firm shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under this Contract.

In addition to pursuing any other remedy provided herein or by law, the Client may withhold compensation or payments to Firm, in whole or in part, without penalty to the Client or work stoppage by Firm, in the event the Client determines that: Firm has failed to perform any of its duties or obligations as set forth in this Contract. No interest shall accrue or be paid to Firm on any compensation or other amounts withheld or retained by the Client under this Contract.

In the event that the Firm owes the State any sum under the terms of this Contract, any other contract or agreement, pursuant to a judgment, or pursuant to any law, the State may, in its sole discretion, set off any such sum against: (1) any sum invoiced by, or owed to, Firm under this Contract, or (2) any sum or amount owed by the State to Firm, unless otherwise required by law. The Firm agrees that this provision constitutes proper and timely notice under any applicable laws governing setoff.

Indemnification

The Firm will be liable to and shall indemnify, defend and hold harmless the Trust, the Treasurer, and the officers, directors, employees and agents of any of them having responsibilities in connection with the Trust (collectively, the "Indemnitees"), from and against any and all losses, costs, claims, liabilities, penalties, demands, and expenses, including without limitation reasonable attorneys' fees and disbursements, but excluding consequential, punitive, indirect or special damages, ("Losses") suffered, incurred or sustained by the Indemnitees or to which any of them becomes subject, to the extent resulting from, arising out of or relating to (i) a breach by the Firm of its duties, obligations, representations, warranties or covenants under this Agreement, or (ii) any negligence, willful misconduct or fraud by the Firm or its officers, employees, agents, representatives, affiliates, delegates or subcontractors with respect to, related to or concerning any of their duties or obligations under this Agreement. Notwithstanding the foregoing, an Indemnitee will not be entitled to indemnification hereunder to the extent that (i) any Indemnitee (including any Indemnitee not seeking indemnification) acted in bad faith and, in the case of a criminal proceeding, had reasonable cause to believe that its, his or her conduct was unlawful or (ii) such Losses arose from a material violation of this Agreement by, or the negligence, willful misconduct or fraud of, or willful violation of law by, any Indemnitee (including any Indemnitee not seeking indemnification).

Confidentiality

During the term of this Agreement and thereafter, the Firm shall not disclose, duplicate, copy, or use for any purpose other than for the performance of their duties under this Agreement and shall treat as confidential and as proprietary to the Trust all information that relates to the Trust and that has been obtained from the Treasurer under this Agreement. The Firm's employees shall be allowed access to the Trust records as needed for their duties relating to this Agreement and in accordance with all applicable laws and rules. The obligation to treat as proprietary and confidential shall not apply to information that is publicly available, is in the Firm's possession on the date of this Agreement if it was not obtained from the State, or was obtained by the Firm rightfully from third parties, and further shall not apply to information that is required to be produced by law, regulation, or the order of a court or other governmental agency. The provisions of this Section shall survive the termination of this Agreement.

State and Local Taxes

The Trust is exempt from federal excise taxes, and no payment will be made for any taxes levied on the Firm's employees' wages. The Trust is exempt from state and local sales and use taxes on the services supplied pursuant to this Agreement.

Nondiscrimination

The Firm agrees not to engage in any discriminatory practices based on age, race, color, creed, religion, national origin, sex, sexual orientation, gender identity, or disability, and will comply with all provisions of federal, State, and local regulations against discrimination. The Firm shall ensure that any authorized subcontractors comply with the provisions of this section.

Applicable Law

This Agreement will be deemed to have been entered into in the State of Iowa, and all duties, obligations and rights hereunder will be governed by the laws of the State of Iowa, without regard to conflicts of laws principles.

Disputes

In any proceeding litigated in court arising out of or relating to this Agreement, the Parties agree to waive a jury trial. It is the express intention of the Parties that all legal actions and proceedings related to this Agreement or to any rights or any relationship between the Parties arising therefrom shall, to the extent jurisdiction can be established, be initiated and maintained in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If, however jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, provided that jurisdiction is proper in that court. If federal jurisdiction cannot be established with respect to any such action or proceeding, such action or proceeding may be initiated and maintained in State courts. The Firm and the Treasurer each irrevocably consents to the jurisdiction of such courts in any such action or proceeding and waives any jurisdictional objections they may have to any such action or proceeding.

Attachment A: Cover Page

Branding Services RFP

Firm: _____

Federal ID Number: _____

Firm's Complete Address:

Telephone: _____

Name and Title: _____

Email: _____

Telephone: _____

Signed by: _____ Date: _____

Attachment B: Financial Proposal

Having carefully examined all the specifications and requirements of this RFP, the undersigned proposes to furnish services required pursuant to the above-reference Request for Proposal upon the terms quoted below.

Fees

Compensation and fees will be evaluated based on the Firm(s) pricing submitted for the rate of services for the following:

For each section, provide a short description of the services provided and a cost breakdown of any services that are not included. Description of services are listed in Section 2.2. If providing an estimate in hours, must estimate hours.

1. Logo Redesign
2. Branding Audit
3. Re-branding Strategy
4. Brand Look and Guidelines
5. Asset Development
6. Launch

Attachment C: Proposal Certification

Date

Alicia Callanan, RFP Coordinator
Iowa Treasurer of State
Lucas State Office Building
321 E 12th St, 1st Floor
Des Moines, Iowa 50319

Re: Request for Proposal
Branding Services RFP
PROPOSAL CERTIFICATION

Dear Ms. Callanan:

I certify that the contents of the proposal submitted on behalf of **(Name of Firm)** in response to the RFP for **Branding Services** are true and accurate. I also certify that **(Name of Firm)** has not made any knowingly false statements in its proposal.

Sincerely,

Name and Title

Attachment D: Certification of Independence and No Conflict of Interest

Date

Alicia Callanan, RFP Coordinator
Iowa Treasurer of State
Lucas State Office Building
321 E 12th St, 1st Floor
Des Moines, Iowa 50319

Re: Request for Proposal
Branding Services
CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

Dear Ms. Callanan:

By submitting a proposal in response to the RFP for the **Branding Services**, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the State 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 Firm or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other Firm.
4. No attempt has been made or will be made by (Name of Firm) to induce any other Firm 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 Firm) and the State that interferes with fair competition or as a conflict of interest.

Sincerely,

Name and Title

Attachment E: Authorization to Release Information

Date

Alicia Callanan, RFP Coordinator
Iowa Treasurer of State
Lucas State Office Building
321 E 12th St, 1st Floor
Des Moines, Iowa 50319

Re: Request for Proposal
Branding Services RFP
AUTHORIZATION TO RELEASE INFORMATION

Dear Ms. Callanan:

[Name of Firm] hereby authorizes the **Treasurer** 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 Firm in response to the **Request for Proposal for the Branding Services**.

The Firm acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Firm 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 Firm is willing to take that risk.

The Firm hereby releases, acquits and forever discharges the State of Iowa, the Treasurer of the State of Iowa, 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 obtained by the State in the evaluation and selection of a successful Firm in response to the **Request for Proposal for the Branding Services**.

The Firm authorizes representatives of the Treasurer 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 the **Request for Proposal for the Marketing Services**.

The Firm further authorizes any and all persons, 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 the Treasurer in the evaluation and selection of a successful Firm in response to the **Request for Proposal for the Branding Services.**

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

Sincerely,

Printed Name of Firm Organization

Name and Title of Authorized Representative Date