

Request for Bids

#RFB0319005042

On Site American Sign Language Interpretation Services

Julie Janssen

Iowa Department of Administrative Services

Hoover State Office Building, Level 3

1305 East Walnut Street

Des Moines, IA 50319-0105

Submitted by:

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REQUEST FOR BIDS

RFB COVER SHEET

Administrative Information:

RFB Number	RFB0319005042	Title of RFB	On Site American Sign Language Interpretation Services	
Agency	Iowa Department of Administrative Services (DAS)			
Initial term of Contract				
Number of years of the initial term of the Contract	3	Number of possible annual extensions		3
Available to Political Subdivisions?	yes			
State Issuing Officer: Name Julie Janssen Phone: 515-281-5602 E-mail: Julie.Janssen@iowa.gov				
Mailing Address: Iowa Department of Administrative Services Hoover State Office Building, Level 3 1305 East Walnut Street Des Moines, IA 50319-0105				
PROCUREMENT TIMETABLE—Event or Action			Date/Time (Central Time)	
State Posts Notice of RFB on TSB website			March 1, 2019	
State Issues RFB			March 5, 2019	
RFB written questions, requests for clarification, and suggested changes from Bidders due			March 12, 2019	
Bids Due			March 19, 2019/3:00 P.M.	
NO LATE BIDS WILL BE ACCEPTED				
Relevant Websites				
Internet website where Addenda to this RFB will be posted http://bidopportunities.iowa.gov				
Internet website where contract terms and conditions are posted https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf				
Number of Copies of Bids Required to be Submitted: 1 Digital, Submitted in Iowa Vendor Self Service or by email to Julie.Janssen@iowa.gov				
Firm Bid Terms The minimum number of days following the deadline for submitting Bids that the Bidder guarantees all Bid terms, including price, will remain firm is 120 Days.				

RFB0319005042 - On Site American Sign Language Interpretation Services

SECTION 1 - INTRODUCTION

1.1 Bidder Instructions

Bidder is to download this document and save to computer. Once saved, type in responses to the required sections and save again. Finally upload the document to VSS with your bid. As an option, the Bidder may print, write in responses, scan, and attach response. If this document is not attached to the bid response in VSS, the Bidder's bid may be disqualified.

1.2 Purpose

The purpose of this Request for Bids (RFB) is to solicit bids from qualified providers to provide the goods and/or services described further in this RFB to the Lead Agency and any Participating Agencies. The Lead Agency intends to award a contract(s) beginning and ending on the dates listed in the VSS solicitation, and the Lead Agency may extend the contract(s) for up to the number of annual extensions identified in the VSS solicitation at the sole discretion of the Lead Agency. Any contract(s) resulting from the RFB shall not be an exclusive contract.

1.3 Request for Bid (RFB) Definitions

Definitions – For the purposes of this RFB and the resulting contract, the following terms shall mean:

“Agency” means the agency identified in the VSS solicitation that is issuing the RFB and any other agency that purchases from the Contract.

“Alternative Bid” means a response to a bid that does not meet the exact requirements of the specification but offers an alternative for consideration. An alternative bid is submitted with an intentional variation to a provision, specification, term or condition of the solicitation. This alternative, in the opinion of the bidder, achieves the same end result. Alternative bids may be rejected as non-responsive.

“Bid” means the Bidder's bid submitted in response to the RFB.

“Bidder” means a vendor submitting a bid in response to this RFB.

“Contract” means the contract(s) entered into with the successful Bidder(s).

“Lead Agency” means the agency facilitating the procurement and establishing the Contract.

“Participating Agency” means the agency utilizing the established contract.

“Political Subdivisions” means cities, counties, and educational institutions.

“Responsible Bidder” means a Bidder that has the capability in all respects to perform the requirements of the Contract. In determining whether a Bidder is a Responsible Bidder, the

Agency may consider various factors including, but not limited to, the Bidder's competence and qualifications to provide the goods or services requested, the Bidder's integrity and reliability, the past performance of the Bidder relative to the quality of the goods or services offered by the Bidder and the best interest of the Agency and the State.

"Responsive Bid" means a Bid that complies with each of the provisions of this RFB, or is either an alternative bid or a bid with an exception, if accepted by the Agency.

"RFB" means this Request for Bids and any addenda hereto.

"State" means the State of Iowa, the Agency identified in the VSS solicitation, and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFB.

1.4 Contract Term

The term of the contract will begin April 1, 2019 and end on March 31, 2022. The Agency shall have the sole option to renew the contract upon the same or more favorable terms and conditions for up to three (3) annual extensions. The resulting contract will be available to all State Agencies.

1.5 Background Information

This RFB is designed to provide Bidders with the information necessary for the preparation of competitive Bids. The RFB process is for the Lead Agency's and Participating Agencies' benefit and is intended to provide the Lead Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Bidder is responsible for determining all factors necessary for submission of a comprehensive Bid.

The Iowa Department of Corrections (IDOC) is responsible for nine (9) institutions housing approximately 8,200 individuals, and the accreditation and funding of eight district departments of correctional services that supervise about 30,800 people in the community on any given day.

The Iowa Department of Corrections is seeking eligible Bidders to provide an effective On Site Sign Language Interpretive/interpreter Services for Deaf and Hard-of-Hearing (HOH) incarcerated individual(s).

On Site American Sign Language Interpreter Services that may be needed for incarcerated individuals include but are not limited to: to complete their psych testing, meet with counselors or psychologists, classification meetings, Administrative Law Judge meetings, communication with family, legal communication, Board of Parole hearings, disciplinary hearings, medical and mental health screenings, educational classes, training, treatment classes and special events.

This solicitation may be a multiple Award to provide coverage to all nine (9) facilities across the state. The resulting Master Agreement(s) will be available to all nine (9) Iowa Department of Corrections institutions. Any Bidder that meets the requirements of this RFB is encouraged to submit a bid.

SECTION 2 – ADMINISTRATIVE INFORMATION

2.1 Issuing Officer

The Issuing Officer identified in the VSS solicitation is the sole point of contact regarding the RFB from the date of issuance until selection of the successful Bidder.

2.2 Restriction on Communication

From the issue date of this RFB until announcement of the successful Bidder, Bidders may contact only the Issuing Officer. The Issuing Officer will respond only to electronic questions regarding the procurement process. Questions related to the interpretation of this RFB must be submitted as provided in the VSS solicitation. Oral questions related to the interpretation of this RFB will not be accepted. Bidders may be disqualified if they contact any State employee other than the Issuing Officer about the RFB except that Bidders may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

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

2.3 Amendment to the RFB

The Agency reserves the right to amend the RFB at any time using an addendum. The Bidder shall acknowledge receipt of all addenda in its Bid.

It is the Bidder's sole responsibility to check daily for addenda to posted documents.

2.4 Bid Amendment and/or Withdrawal

The Bidder may amend or withdraw and resubmit its Bid at any time before the Bids are due. The amendment must be submitted on Iowa VSS by the Bidder to the bid and received by the time set for the receipt of Bids.

2.5 Submission of Bids

The Agency must receive the electronic Bid on: Iowa VSS before the "Bids Due" date and time. **This is a mandatory requirement and will not be waived by the Agency. Any Bid received after this deadline will not be accepted.** It is the Bidder's responsibility to ensure the bid is received prior to the deadline. Email and faxed Bids will not be accepted.

Bidders must furnish all information necessary to enable the Agency to evaluate the Bid. Bids that fail to meet the mandatory requirements of the RFB may be rejected. Oral information provided by the Bidder shall not be considered part of the Bidder's Bid unless it is in writing.

2.6 Bid Opening

The Agency will open Bids after the deadline for submission of Bids has passed. However, the names of Bidders who submitted timely Bids will be publicly available after the Bid opening. See Iowa Code Section 72.3. The announcement of Bidders who timely submitted Bids does not mean that an individual Bid has been deemed technically compliant or accepted for evaluation.

2.7 Costs of Preparing the Bid

The costs of preparation and delivery of the Bid are solely the responsibility of the Bidder.

2.8 Rejection of Bids

The Agency reserves the right to reject any or all Bids, in whole and in part, received in response to this RFB at any time prior to the execution of a written Contract. Issuance of this RFB in no way constitutes a commitment by the Agency to award a Contract. This RFB is designed to provide Bidders with the information necessary to prepare a competitive Bid. This RFB process is for the Agency's benefit and is intended to provide the Agency with competitive information to assist in the selection of a Bidder to provide goods and/or services. It is not intended to be comprehensive and each Bidder is responsible for determining all factors necessary for submission of a comprehensive Bid.

2.9 Disqualification

The Agency will reject outright and will not evaluate Bids if the Bidder fails to deliver the Bid by the due date and time. The Agency may reject outright and may not evaluate Bids for any one of the following reasons:

- The Bidder acknowledges that a requirement of the RFB cannot be met.
- The Bidder's Bid materially changes a requirement of the RFB or the Bid is not compliant with the requirements of the RFB.
- The Bidder's Bid limits the rights of the Agency.
- The Bidder fails to include information necessary to substantiate that it will be able to meet a requirement of the RFB.
- The Bidder fails to timely respond to the Agency's request for information, documents, or references.
- The Bidder fails to include bid security, if required.
- The Bidder fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested.
- The Bidder presents the information requested by this RFB in a format inconsistent with the instructions of the RFB or otherwise fails to comply with the requirements of the RFB.
- The Bidder initiates unauthorized contact regarding the RFB with state employees.
- The Bidder provides misleading or inaccurate responses.
- The Bidder's Bid is materially unbalanced.
- There is insufficient evidence (including evidence submitted by the Bidder and evidence obtained by the Agency from other sources) to satisfy the Agency that the Bidder is properly responsive and responsible to satisfy the requirements of the RFB.
- The Bidder alters the language in Certification Letter or Authorization to Release Information Letter.
- The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.

2.10 Nonmaterial Variances

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Bid if, in the judgment of the Agency, it is in the Agency's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Bidders, that do not change the meaning or scope of the RFB, or that do not reflect a material change in the requirements of the RFB. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFB requirements or excuse the Bidder from

full compliance with RFB specifications or other contract requirements if the Bidder is awarded the contract. The determination of materiality is in the sole discretion of the Agency.

2.11 Reference Checks

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

2.12 Information from Other Sources

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

2.13 Verification of Bid Contents

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

2.14 Bid Clarification Process

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

2.15 Disposition of Bids

All Bids become the property of the Agency and shall not be returned to the Bidder at the conclusion of the selection process, the contents of all Bids will be in the public domain and be available for inspection by interested parties except for information for which Bidder properly requests confidential treatment according to exceptions provided in *Iowa Code Chapter 22* or other applicable law.

2.16 Public Records and Requests for Confidential Treatment

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

2.17 Form 22 Request for Confidentiality

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

2.18 Copyrights

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

2.19 Release of Claims

By submitting a Bid, the Bidder agrees that it will not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided herein or concerning the Agency's failure, negligent or otherwise, to provide the Bidder with pertinent information in this RFB.

2.20 Bidder Presentations

At the sole discretion of the State, Bidders may be required to make a presentation of the Bid. The presentation may occur at the Agency's offices or at the offices of the Bidder. The determination as to need for presentations, the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Bidder to illustrate the Bidder's Bid. The presentation shall not materially change the information contained in the Bid.

2.21 Evaluation of Bids Submitted

Bids that are timely submitted and are not subject to disqualification will be reviewed in accordance with the RFB.

2.22 Preference

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 117.

2.23 Determination of Responsible Bidder & Responsive Bid

All Bids will be first evaluated to determine if they comply with the bid requirements (i.e. to determine if the Bidder is a Responsible Bidder submitting a Responsive Bid). To be deemed a Responsible Bidder and a Responsive Bid, the Bid must comply with the bid format instructions and answer "Yes" to all parts and include information demonstrating the Bidder will be able to comply with the bid requirements.

2.24 Evaluation Criteria

The Agency will evaluate the Responsive Bids submitted by Responsible Bidders to determine the lowest responsible bidder(s) and will award the Contract(s) to the Bidder(s) submitting the lowest responsible bid(s) based on price.

2.25 Award Notice and Acceptance Period

Notice of Intent to Award the Contract(s) will be sent to all Bidders submitting a timely Bid and will be posted on Iowa VSS. 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. If the apparent successful Bidder fails to negotiate and deliver an executed contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Bidder the Agency believes will provide the best value to the State.

2.26 Definition of Contract

The full execution of a written contract shall constitute the making of a contract for the goods and/or services requested by the RFB and no Bidder shall acquire any legal or equitable rights relative to the contract for goods and/or services until the contract has been fully executed by the successful Bidder and the Agency.

2.27 Choice of Law and Forum

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

2.28 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Bidders are responsible to determine the applicability of 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.

2.29 Appeals

A Respondent whose proposal has been timely filed and who is aggrieved by the award of the department may appeal the decision by filing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the Issuing Officer. The notice must be filed within five days of the date of the Intent to Award notice issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.2064. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Contractor.

2.30 Unit Price

If a discrepancy between the unit price and the item total exists, the unit price prevails.

2.31 Price Adjustments to Term Contract(s)

Bid prices shall remain firm the first year of the contract. Price adjustments may be taken into consideration during the contract renewal process. The State reserves the right to accept or reject any proposed price(s) changes. Requested price changes should be submitted to the Iowa

Department of Administrative Services – Central Procurement, sixty (60) days prior to the contract anniversary date.

2.32 Registration

The successful Bidder will be required to register to do business in Iowa before payment can be made. For Bidder registration documents, go to:
https://vss.iowa.gov/webapp/VSS_ON/AltSelfService

2.33 Questions and Requests for Clarification

Bidders are invited to submit written questions and requests for clarifications regarding the RFB. The questions and requests for clarifications must be received by the Issuing Officer by date March 12, 2019 2:00 PM (CT). Oral questions will not be permitted. If the questions and requests for clarifications pertain to a specific section of the RFB, the page and section number(s) must be referenced. Written responses to questions and requests for clarifications will be issued in the form of an addendum and sent to Bidders who received RFBs.

SECTION 3 – SPECIFICATIONS

All items listed in this Section are Bid Specifications. A successful Bidder must be able to satisfy all these specifications to be deemed a Responsible Bidder.

3.1 General Purpose

3.1.1 The Iowa Department of Corrections requires simultaneous interpretation from English to American Sign Language (ASL) and from American Sign Language to Spoken English, through an interpreter onsite for effective communication with deaf and hard of hearing incarcerated individual(s).

3.2 General Requirements

3.2.1 Bidder must provide on demand, on site face-to-face American Sign Language interpreter(s) for Deaf and hard of hearing incarcerated individual(s), to the nine (9) Iowa Department of Corrections facilities(s) throughout the State of Iowa. Agency will specify facility at their request for service. There will be no extra cost to the Bidder for travel.

Bidder is able to provide services to all nine correctional facilities. Potential travel expenses: see Attachment #3, Exceptions Form.

3.2.2 Bidder must provide on-site American Sign Language interpretation services at the following nine (9) Department of Corrections Institution:

- Anamosa State Penitentiary
- Clarinda Correctional Facility
- Fort Dodge Correction Facility
- Iowa Medical and Classification Center
- Mt. Pleasant Correctional Facility
- Newton Correctional Facility
- Iowa State Penitentiary
- North Central Correctional Facility
- Iowa Correctional Institution for Women

Bidder is able to provide services to all nine correctional facilities.

3.2.3 Unless otherwise requested no on site American Sign Language interpretation services will be required on the holidays listed below.

- New Year's Day
- MLK Observed
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The day after Thanksgiving
- Veteran's Day
- Christmas Day

Understood, however, bidder is available to serve all nine facilities on these holidays. The need for interpretation doesn't always follow a schedule (i.e. an unexpected need to be seen in the infirmary). Life Interpretation will make every effort to meet these needs 24/7 – 365 days.

3.3 Bidder Requirements

3.3.1 Bidder must provide onsite American Sign Language interpretation services to the Agency in a professional and ethical manner.

By virtue of national certification, all interpreters are required to uphold the Code of Professional Conduct (<https://rid.org/ethics/code-of-professional-conduct/>) and Iowa Licensure require professional and ethical behavior with remedies and discipline from both.

3.3.2 No subcontractors will be allowed without the explicit written consent of the Department of Corrections and the Department of Administrative Services.

Bidder, Life Interpretation, Inc., maintains a network of professional interpreters statewide to best serve all nine correctional facilities listed in this RFB. Bidder will comply with the requirement to notify in writing of a potential subcontractor, who maintains the highest qualifications and proximity to the facility, in need of a Sign Language Interpreter, to reduce travel expenses incurred by the correctional facility.

3.3.3 The Bidder must be HIPPA compliant.

Bidder is HIPPA compliant.

3.3.4 The Bidder and Bidder personnel must comply with security imposed by the Department of Corrections at all times while on the premises; Bidder specifically submits and agrees to allow background searches. Background searches will be conducted by the Department of Corrections and the DCI of all Bidder personnel employees that will be present at DOC Facilities.

Bidder will comply with any and all security requirements and the need for background checks.

3.3.5 Bidder's on site personnel must be required to watch training video regarding Department of Correction proper protocol when working with offenders.

Bidder will comply with any training requirements on proper protocol.

3.3.6 Bidder's on site personnel may be required to pass through a security check before entering the facility. All cell phones and sharp objects will remain with security.

Bidder will comply with any and all security requirements.

3.3.7 All Bidder personnel who have offender contact while performing the duties defined in Section 3 must be required to be informed and trained on their responsibilities under the State of Iowa zero tolerance policy regarding sexual abuse and sexual harassment prevention, detection, and response policies and procedures. Bidder personnel must be informed how to report such incidents to the Agency. The level and type of training provided must be based on the services they provide and the level of contact they have with offenders.

Bidder will comply with any training requirements.

3.3.8 The Bidder's own Standards of Conduct must be provided with bid response. Agency will accept the protocol sections to validate the expectations of the Bidder's staff are in line

with the Agency protocol while services are performed on State property. Provide Standards of Conduct with Bid Response.

Our mission is to provide high quality interpretation, transliteration, and translation services; to assist English and non-English users to connect both personally and professionally; and to build the capacity of employers and employees; students and educators; service providers and service recipients; medical personnel and patients; et al to communicate everything from basic human needs to complex technical and medical information. Life Interpretation: "Bridging Languages; Bridging Cultures; Bridging Lives"

See also Requested Documentation: "NAD-RID Code of Professional Conduct"

3.4 American Sign Language Interpreter Requirements

3.4.1 Interpreters must be able to simultaneously interpret and sign simultaneously or consecutively from oral spoken English into to American Sign Language and from American Sign Language to English. Sign simultaneously or consecutively using verbatim, conceptually accurate, or idiomatic methods, as required. Sign on subject matter ranging from simple statement of facts to complex and specialized terminology. Professionally voice in spoken English responses by incarcerated individual.

3.4.2 All Interpreters performing on-site services must be licensed be certified thru either the Registry of Interpreters for the Deaf (RID) or licensed by the Iowa Board of Sign Language Interpreters and Transliterators.

3.4.3 Bidder must provide resumes for all Interpreters who will be involved in services contemplated by this solicitation with Bid Response. The following information must be included in the resumes:

- Interpreter's Full Name, Phone Number and email address
- Interpreter's Education and Certification(s). Provide documentation of Licenses and Certifications.
- Interpreter's Years of experience and employment history particularly as it relates to the requirements of the solicitation.

These items provided with attached documentation.

3.4.4 Bidder must provide the number of Interpreters in your organization who are certified

or licenses and available to provide Sign Language Interpretation in English and American Sign Language in the State of Iowa. Life Interpretation, Inc. staff consists of 3.5 FTEs who are certified or licensed in the State of Iowa.

3.4.5 The Bidder must provide the Agency with the names of all American Sign Language Interpreters who will perform work under the resulting Master Agreement. Substitute or part time Interpreters for cases of unexpected sick time or absence must be included in bid response. Bidder must fill out the requested information Attachment A in Bid response.

3.5 On-Site American Sign Language Interpreting Service Requirements

3.5.2 Interpreters must arrive in person 15 minutes prior to assignment time, at the facility specified in each request.

3.5.3 Interpreters must stay the entire assignment time in order to accommodate any other interpreting requirements that occur within the scheduled time period for that incarcerated individual.

3.5.4 A scheduled interpreter may stay longer than the originally scheduled time slot only when the need is determined and approved by the Agency and the interpreter's schedule permits extending the time.

3.5.5 Bidder must respond to all services requested and listed on Attachment A in bid response. Bidder must return a completed Attachment A with bid response.

Bidder is able to comply with all subsections listed in 3.5.

3.6 Agency Responsibilities

3.6.1 The Agency will provide the Bidder a safe and suitable location for the performance of requested onsite American Sign Language interpretation services.

3.7 Scheduling and Booking Confirmation Requirements

3.9.1 Bidder onsite American Sign Language interpretation services must be available to the Agency during regular business hours, Mondays through Friday, between 8:00 A.M and 6:00 P.M CT.

Bidder agrees

3.7.2 Bidder onsite American Sign Language interpretation services must be available for Weekends and Holidays and non-business hours if requested by Agency.

Bidder agrees

3.7.3 Bidder must provide their service booking, cancellation and re-scheduling policies in Bid Response.

- Interpretation services provided on location and are invoiced at a rate of \$60.00 per interpreter, per hour, portal-to-portal. Overruns to confirmed appointment times will be invoiced to the next nearest quarter-hour.
- Services are provided statewide and on a first come, first served basis
- We require a minimum of 36-hour notice to cancel or reschedule appointments without incurring fees. Services canceled with less than 36-hour notice, will be invoiced for the amount of time reserved to complete the scheduled appointment.
- Requests exceeding one-hour may require additional interpreters.

3.7.4 Bidder may provide an online and email booking capability for booking service requests. Bidder may provide website: If Life Interpretation, Inc. is chosen for this RFB, a secure login will be provided to each correctional facility to enter booking requests, review any and all confirmations and any other details pertaining to requests past and future.

3.7.5 Bidder must provide notification of all interpreter service request confirmations by email to the Agency. Agency must be automatically notified by email of all requested assignments and booking confirmations within twenty four (24) hours once the request is submitted by phone call, fax or email.

Bidder's scheduling system provides automatic email confirmations to requester the moment a qualified interpreter is secured. As stated in 3.7.4, all confirmations past and future may be made available for review by requester.

3.7.6 Bidder must provide the Agency the assigned interpreter's full name(s) as soon as the service request is confirmed or within at least twenty four (24) hours prior to the scheduled assignment for standard service requests.

This information is provided in both confirmation emails and available online to requester.

3.7.7 Bidder must notify the Agency in by email if the assigned interpreter has been changed after a confirmation has been sent to the Agency.

Bidder's scheduling system automatically sends notifications when any change(s) are made to the request including the interpreter.

3.8 Service Request Requirements

Bidder must provide Interpreters upon Agency request within twenty four (24) hours for onsite American Sign Language interpretation services for incarcerated individuals.

Bidder can comply with twenty four hours notification.

3.9 Emergency Service Requests Requirements

3.9.1 Bidder must accept both emergency requests. The Agency will verbally **contact** the bidder by phone call for service request and Bidder confirmation.

3.9.2 Bidder must provide the assigned interpreters full name(s) for Emergency Services requests to the Agency at the time of request.

Bidder will comply with subsections listed in 3.9.

3.10 Cancellation Requirements

The Agency may cancel r American Sign Language interpretation requested services at its discretion. Cancelled service requests will not incur charges from the Bidder.

See Attachment #3, Exceptions Form

3.11 Customer Service

3.11.1 Bidder's Customer Service must respond to all inquiries from the Agency within twenty - four (24) hours of receipt of inquiry.

3.11.2 Bidder must provide the name and contact information their Customer Service Representative for the resulting Master Agreement whose duties will include, but not be limited to: Locate, coordinate, schedule, and confirm qualified and certified interpreters to ensure services for Deaf and Hard of Hearing incarcerated individual(s) for all nine (9)

of the Iowa Department of Corrections institutions.

Name: Debbie Toomey, Administrative Assistant

Phone: (515) 265-5433

Email Address: schedule@lifeinterpreter.com

3.11.3 Bidder must notify the Agency in writing prior to any changes in Interpreters performing on site American Sign Language Interpretation services at any Iowa Department of Corrections facilities.

Bidder will comply with all subsections listed in 3.11.

3.10 Reporting

Bidder must provide the Agency a monthly report of on sight American Sign Language interpretation service requests, Report must include the date, length of time, name of incarcerated individual and name of the individual interpreters who responded to the service request of each service request of that month. All nine (9) facilities will be included. Report will be emailed to Julie.Janssen@iowa.gov on the 10th business day of every following month.

Bidder will provide a monthly report as outlined here.

SECTION 4 - FORM OF BID

Instructions – Bidder is to complete the following. Fill out items with blanks. Indicate “yes” or “no” on items requesting agreement. If a “no” response is indicated, exception must be noted on Attachment 3.

4.1 Bidder Information

Business Name: Life Interpretation, Inc.

Official Address: PO Box 5002, Des Moines, Iowa 50305

Firm's State or Foreign Country of Residence: State of Iowa

Sales contact: Susan Hardine, CFO

Telephone Number: (641) 780-2307

Fax Number: N/A

Email: schedule@lifeinterpreter.com

4.2 Contract Terms and Conditions

The Contract(s) that the Agency expects to award as a result of this solicitation will be based upon the final Bid submitted by the successful Bidder and the solicitation. The contract between the Agency and the successful Bidder shall be a combination of the specifications, terms and conditions of the solicitation, the contract terms and conditions in the VSS solicitation, the offer of the Bidder contained in the final Bid submitted by the Bidder, written clarifications or changes made in accordance with the provisions of the solicitation, and any other terms deemed necessary by the Agency, except that no objection or amendment by a Bidder to the provisions or terms and conditions of the solicitation shall be incorporated into the Contract unless the Agency has explicitly accepted the Bidder’s objection or amendment in writing. The contract terms and conditions contained in the VSS solicitation will be incorporated into the Contract.

The contract terms and conditions may be supplemented at the time of Contract execution and are provided to enable Bidders to better evaluate the costs associated with the solicitation requirements and the Contract. Bidders should plan on the contract terms and conditions contained in the VSS solicitation being included in any contract awarded as a result of this solicitation. All costs associated with complying with these requirements should be included in any pricing quoted by the Bidder. By submitting a Bid, each Bidder acknowledges its acceptance of the solicitation terms and conditions without change except as otherwise expressly stated in Attachment 3. If a Bidder takes exception to a provision, it must state the reason for the exception and the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the solicitation may be deemed non-responsive by the State, in its sole discretion, resulting in possible disqualification

of the Bid. The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Bidder or to negotiate contract terms with the selected Bidder if the best interests of the Agency would be served.

Bidder has read and agrees to this section: Yes No

4.3 Terms and Conditions

The parties agree to comply with the terms and conditions in the VSS solicitation which are by this reference made a part of the Agreement.

Bidder has read and agrees to this section: Yes No

4.4 Terms of Pcard Acceptance

The State of Iowa prefers to pay Bidders using its Purchasing Card Program (Pcard) whenever possible. Bidders accepting Pcard payments shall comply with the following security measures:

- Bidder shall comply with the most current Payment Card Industry Data Security Standards (PCI DSS) to assure confidential card information is not compromised;
- Bidder shall adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection;
- When accepting orders online, Bidder shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or "https" in the web address;
- When accepting orders by phone, Bidder shall send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);
- Bidder shall process payment for items when an order is placed only for items currently in stock and available for shipment, and only for services already rendered;
- Bidder shall confirm that the name of purchaser matches the name on the card;
- Bidder shall shred any documentation with credit card numbers.

For additional information, see the State of Iowa Purchasing Card Policy and Procedures Manual, or visit the State Pcard website.

Bidder has read and agrees to this section: Yes No

4.5 Specifications

Bidder is able to provide and performed as specified in Section 3. By indicating "yes", a Bidder agrees that it shall comply with that requirement throughout the full term of the resulting Contract, if the Bidder is successful. In addition, for specific requirements, the Bidder shall provide, if requested, specific references and/or supportive information to verify the Bidder's compliance with the requirement. Failure to provide this information may cause the Bid to be deemed non-responsive and therefore rejected. The Agency reserves the right to determine whether the supportive information submitted by the Bidder demonstrates the Bidder will be able to comply with the Bid Requirements. If the Agency determines the supportive information does not demonstrate the Bidder will be able to comply with the Bid Requirements, the Agency may disqualify the Bid. Please enter the required information on the attachment and upload the document.

Bidder has read and agrees to this section: Yes No

4.6 Bidder Experience

The Bidder must provide the following information regarding its experience:

- Number of years in business
- Number of years of experience with providing the types of goods and/or services sought by the solicitation.
- Describe the level of technical experience in providing the types of goods and/or services sought by the solicitation.
- List all goods and/or services similar to those sought by this solicitation that the Bidder has provided to other businesses or governmental entities.

Life Interpretation, Inc. was established in May, 2014 (nearly five years). However, each of the company's three founders, individually have over 30 years' experience each providing professional sign language interpreting across the state. This cumulative 90 years of service includes countless hours of interpreting in legal settings, as well as, provision of training at Iowa Law Enforcement Academy, 9-1-1 dispatchers and corrections personnel. Not all Deaf and hard of hearing individuals use American Sign Language (ASL). Our staff is trained in other forms of sign language; are able to match the communications needs of a variety of individuals including: visual forms of English, pidgins of signed English and ASL, tactile (Deafblind) and oral interpretation. Certification and licensure require continuing education (20 hours of CEUs annually); CEUs range from linguistics to situation specific interpretation such as legal, medical, mental health and substance abuse. In addition to educational requirements, staff have practical experience in all these settings. As maintaining confidentiality is paramount; we will not name businesses/agencies here. We can say our staff has been in three of the nine correctional facilities interpreting for inmates in the last twelve months; law enforcement and jail personnel throughout the state; and numerous employers, hospitals, agencies & mental health facilities.

4.7 Terminations, Litigation, Debarment

The Bidder must provide the following information:

- During the last five (5) years, has the Bidder had a contract for goods and/or services terminated for any reason? If so, provide full details related to the termination.

None. No terminations, litigation, nor debarment actions taken against Life Interpretation, Inc.

- During the last five (5) years, describe any damages or penalties or settlements to resolve disputes entered into by Bidder under any of its existing or past contracts as it relates to goods and/or services performed that are similar to the goods and/or services contemplated by this RFB. If so, indicate the reason for the penalty or exchange of property, goods, or services and the estimated amount of the cost of that incident to the Bidder.

None

- During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Bidder to engage in any business, practice or activity.

None

- During the last five (5) years, list and summarize all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Bidder or its officers have been a party.

None

- The Bidder must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the Bid or termination of any subsequent Contract.

None

- This is a continuing disclosure requirement. Any such matter commencing after submission of a Bid, and with respect to the successful Bidder after the execution of a Contract, must be disclosed in a timely manner in a written statement to the Agency.

Life Interpretation, Inc. acknowledges and will comply with this continuing disclosure requirement.

4.8 Bidder Reference

The Bidder shall provide the following general background information: References from three (3) previous customers or clients knowledgeable of the Bidder’s performance in providing goods and/or services similar to the goods and/or services described in this solicitation and a contact person and telephone number for each reference. Please attach a document with the required information.

Jennifer Upah-Kyes, Executive Director, Deaf Iowans Against Abuse, (319) 531-7719

Marsha Gunderson, Statewide Consultant D/HH Edu. Services, Iowa Dept. of Education, (712) 366-3284

Dr. Polly Brekke, Dean of Students for D/HH Program, Des Moines Public Schools, (515) 770-3447

4.9 Preference

The Bidder shall provide the following general background information: For an out-of-state Bidder, Bidder certifies the Resident Preference given by the State or Foreign Country of Bidder’s residence. Enter the resident preference in the text box or indicate no preference.

Bidder’s state has a preference law: Yes No Bidder’s state Iowa

4.10 Open Competition

Where, in these specifications, reference is made to materials, trade names, or articles of certain manufacture, it is done for the purpose of establishing a base of comparative quality type, and style and not for the purpose of limiting competition. Other materials or brands may be accepted if, in the opinion of the State of Iowa, they are equal in quality and of a design in harmony with the intent of these specifications. Samples WILL or MAY be requested to determine acceptance.

Bidder has read and agrees to this section: Yes No

4.11 Silence of Specification

The apparent silence of these specifications as to any details or the omission from it of a detail description concerning any point shall be interpreted as meaning that only the best commercial practices are to prevail, and that only materials and/or workmanship of finest quality shall be used.

Bidder has read and agrees to this section: Yes No

4.12 FOB Destination, Freight Prepaid

Bidder has read and agrees to this section: Yes No

4.13 Delivery Time

Provide the expected number of days after receipt of order until delivered to the specified facility. Expected number of days: Less than one day based on availability

Bidder has read and agrees to this section: Yes No

4.14 Award by Either

The Iowa Department of Administrative Services reserves the right to award to the Bidder with the best overall price or to the Bidder with the best line item price.

Bidder has read and agrees to this section: Yes No

4.15 Criminal History and Background Information

The Bidder hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Bidder, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the Bidder for the performance of the Contract.

Bidder has read and agrees to this section: Yes No

4.16 Insurance

The Contract will require the successful Bidder to maintain insurance coverage(s) in accordance with the contractual provisions. Bidder shall, at its sole expense, maintain in full force and effect, with insurance companies admitted to do business in the State of Iowa and acceptable to the Agency, insurance covering its work of the type and in amounts required by this Contract. Bidder’s insurance shall, among other things, insure against any loss or damage resulting from or related to Bidder’s performance of this Contract regardless of the date the claim is filed or expiration of the policy. All insurance policies required by this Contract shall: (i) be subject to the approval of the Agency; (ii) remain in full force and effect for the entire term of this Contract; and (iii) not be canceled, reduced or changed without the Agency’s prior written consent. The State of Iowa and Agency shall be named as additional insureds on all such policies, and all such policies shall include the following endorsement: “It is hereby agreed and understood that the State of Iowa and the Agency are named as additional insured, and that the coverage afforded to the State of Iowa and the Agency under this policy shall be primary insurance. If the State of Iowa or the Agency have other insurance which is applicable to a loss, such other insurance shall be on an excess, secondary or contingent basis. The amount of the insurer’s liability under this policy shall not be reduced by the existence of such other insurance.” Unless otherwise requested by the Agency, Bidder 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	\$2 million
	Products –	
	Comp/Op Aggregate	\$1 Million
	Personal injury Each Occurrence	\$1 Million \$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, umbrella form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million

Workers Compensation and Employer Liability	As Required by Iowa law	As required by Iowa law
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4.16.1 Certificates of Coverage

At the time of execution of this Contract, Bidder shall deliver to the Agency certificates of insurance certifying the types and the amounts of coverage, certifying that said insurance is in force before the Bidder starts work, certifying that said insurance applies to, among other things, the work, activities, products and liability of the Bidder related to this Contract, certifying that the State of Iowa and the Agency are named as additional insureds on the policies of insurance by endorsement as required herein, and certifying that no cancellation or modification of the insurance will be made without at least thirty (30) days prior written notice to the Agency. All certificates of insurance shall be subject to approval by the Agency. The Bidder shall simultaneously with the delivery of the certificates deliver to the Agency one duplicate original of each insurance policy. Liability of Bidder Acceptance of the insurance certificates by the Agency shall not act to relieve Bidder of any obligation under this Contract. It shall be the responsibility of Bidder to keep the respective insurance policies and coverages current and in force during the life of this Contract. Bidder shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Bidder shall have no claim or other recourse against the State or the Agency for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Bidder. Notwithstanding any other provision of this Contract, Bidder shall be fully responsible and liable for meeting and fulfilling all of its obligations. Acceptance of the insurance certificates by the Department shall not act to relieve Bidder of any obligation under this Contract. Bidder shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Bidder shall have no claim or other recourse against the State or the Department for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Bidder.

4.16.2 Waiver of Subrogation Rights

Bidder shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the Agency or the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the Agency. Filing of Claims In the event either the Agency or the State suffers a loss and is unable to file a claim under any policy of insurance required under this Contract, the Bidder shall, at the Agency’s request, immediately file a proper claim under such policy. Bidder will provide the Agency with proof of filing of any such claim and keep the Agency fully informed about the status of the claim. In addition, Bidder agrees to use its best efforts to pursue any such claim, to provide information and documentation requested by any insurer providing insurance required hereunder and to cooperate with the Agency and the State. Bidder shall pay to the Agency and the State any insurance proceeds or payments in receives in connection with any such claim immediately upon Bidder’s receipt of such proceeds or payments.

4.16.3 Proceeds

In the event the Agency or the State suffers a loss that may be covered under any of the insurance policies required, neither the Bidder nor any subsidiary or affiliate thereof shall have any right to receive or recover any payments or proceeds that may be made or payable under such policies until the Agency and/or the State have fully recovered

any losses, damages or expenses sustained or incurred by it (subject to applicable policy limits), and Bidder hereby assigns to the Agency and the State all of its rights in and to any and all payments and proceeds that may be made or payable under each policy of insurance required under this Contract.

Bidder has read and agrees to this section: Yes No

4.17 Standard of Quality

The item(s) specified in this program by brand name are intended to establish a standard of quality, which will be required. Similar item or items of manufacturers other than those listed which are included in the bids submitted will be considered if comparable in quality and function. It will be the responsibility of the Bidder to provide all technical information as to the acceptability of the alternate item(s). All products delivered shall be fully guaranteed to be free of defects, first quality no seconds or irregulars shall be accepted.

Bidder has read and agrees to this section: Yes No

4.18 Nonprofits

The resulting Contract will be made available to nonprofit entities that qualify under I.R.S. § 501 (c) provisions.

Bidder has read and agrees to this section: Yes No

4.19 Payment Terms

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

What discount will you give for payment in 15 days? 0

What discount will you give for payment in 30 days? 0

Bidder has read and agrees to this section: Yes No

4.20

[REDACTED]

The Bidder shall provide an electronic detailed quarterly report on ALL sales made under this Contract via e-Mail to the Iowa Department of Administrative Services, Central Procurement. Attention: [REDACTED] The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, full product description, SKU Numbers, quantity, invoice number, unit and extended invoice prices. Bidder's Bid must include a sample report and a description of the reporting that will be provided. The State reserves the right to request more detailed information (ad-hoc reporting) at any time and on an individual or specific basis for a specific product, department, time frame, or for a range of products, departments or time frames.

Bidder has read and agrees to this section: Yes No

4.21 Public Entities (Political Subdivisions)

The resulting Contract will be made available to Political Entities, i.e. cities, counties, and schools.

Bidder has read and agrees to this section: Yes No

4.22 Firm Contract Pricing

Any contract that results from this bid will have firm pricing for one year.

Bidder has read and agrees to this section: Yes No

4.23 Invoicing

All invoicing will be submitted to the attention of "Accounts Payable" and addressed to the facility receiving the goods or services. The State shall pay the Contractor monthly, within the period of time provided for by applicable State statute, after receipt of the Contractor's invoice for the goods and/or services supplied by the Contractor in the prior calendar month. The invoice will be itemized with a description goods or services provided that corresponds directly to a line item on the Contractual Agreement or Master Agreement that results from this RFB. Each line should also list the quantity, unit of measure, price per unit of measure, line item totals and invoice total. The remit to address on the invoice must match the remit to address that was submitted with registration to do business with the State of Iowa. Payment terms on the invoice must match the payment terms agreed to in the RFB bid submission.

Bidder has read and agrees to this section: Yes No

4.24 Best and Final Offers

The Issuing officer reserves the right to conduct discussions with Bidders for obtaining "best and final offers." To obtain best and final offers from Bidders, the Issuing Officer may do one or more of the following: enter into pre-selection negotiations, including the use of an on-line auction; schedule oral presentations; and request revised Bids.

Bidder has read and agrees to this section: Yes No

4.25 Adjustments in Pricing

Adjustments in pricing shall be at the discretion of the Issuing Officer.

- Original pricing shall remain firm and fixed for at least 365 calendar days after the effective date of the contract.
- Be the result of increases at the manufacturer's level, incurred after contract commencement date.
- Not produce a higher profit margin than that on the original contract.
- Clearly identify the items impacted by the increase.
- Be filed with State Procurement Coordinator a minimum of 60 calendar days before the effective date of proposed increase.
- Be accompanied by documentation acceptable to the State Procurement Coordinator sufficient to warrant the increase.
- United States published indices such as the Producer Price Index or other government data will be referenced to help substantiate the Bidder's documentation. Informational Only: At the time of publishing of the IFB, one related PPI appears to be (WPU): 05310105- Natural Gas (others may exist). A link to the PPI Commodity Data is available at:
<https://www.bls.gov/ppi/>
- The Adjustment shall remain firm and fixed for at least 365 days after the effective date of the adjustment.

- Must not deviate from the contract pricing scheme/methodology.
- During the contract period, any price declines at the manufacturer’s level or cost reductions to Contractor shall be reflected in a reduction of the contract price retroactive to Contractor’s effective date.
- During the term of this contract, should the Contractor enter into pricing agreements with other customers providing greater benefits or lower pricing, Contractor shall immediately amend the State contract to provide similar pricing to the State if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. Contractor shall immediately notify the State Procurement Coordinator of any such contracts entered into by Contractor.

Bidder has read and agrees to this section: Yes No

4.26 Additional Services

The State reserves the right to add additional services to the Contract during the life of the Contract, if it is to the best advantage to the State to do so. Services may only be added upon the agreement of the Department of Administrative Services, Procurement and the Contracted Supplier.

Bidder has read and agrees to this section: Yes No

4.27 Country of Origin

Bidder must be able to provide country of origin, if requested.

Bidder has read and agrees to this section: Yes No

4.28 Pricing

Pricing must include all delivery, packaging and administrative costs including, but not limited to, any US import charges associated with the product. There shall be no minimum order quantities or total order amount required from the agency, by the respondent. All bid pricing must be rounded to the nearest hundredth (0.00), US currency.

Bidder has read and agrees to this section: Yes No

4.29 Pricing Restrictions

Pricing restrictions shall be disclosed at the time of bid. Bidders with pricing restrictions will be taken into consideration for minimum order quantities or total order amount required from the ordering agency.

Bidder has read and agrees to this section: Yes No

Attachment #1
Certification Letter

Alterations to this document are prohibited.

(Date) 3/18/2019

Julie Janssen, Issuing Officer
Iowa Department of Administrative Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, IA 50319-0105

Subject: Request for Bid - Bid Certifications

Issuing Officer:

I certify that the contents of the Bid submitted on behalf of **(Name of Bidder)** in response to Iowa Department of Administrative Services for RFB0319005042 for On Site American Sign Language Interpretation Services are true and accurate. I also certify that Bidder has not knowingly made any false statements in its Bid.

Certification of Independence

I certify that I am a representative of Bidder expressly authorized to make the following certifications on behalf of Bidder. By submitting a Bid in response to the RFB, I certify on behalf of the Bidder the following:

1. The Bid 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 Bid has been developed independently, without consultation, communication or agreement with any other Bidder or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Bid 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 Bidder to induce any other Bidder to submit or not to submit a Bid for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Bidder and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

I certify that, to the best of my knowledge, neither Bidder 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 five year period preceding this Bid 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 Bid had one or more public transactions (federal, state, or local) terminated for cause.

Attachment #1
Certification Letter

Alterations to this document are prohibited.

(Date) 3/18/2019

Julie Janssen, Issuing Officer
Iowa Department of Administrative Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, IA 50319-0105

Subject: Request for Bid - Bid Certifications

Issuing Officer:

I certify that the contents of the Bid submitted on behalf of *Life Interpretation, Inc* (~~Name of Bidder~~) in response to Iowa Department of Administrative Services for RFB0319005042 for On Site American Sign Language Interpretation Services are true and accurate. I also certify that Bidder has not knowingly made any false statements in its Bid.

Certification of Independence

I certify that I am a representative of Bidder expressly authorized to make the following certifications on behalf of Bidder. By submitting a Bid in response to the RFB, I certify on behalf of the Bidder the following:

1. The Bid 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 Bid has been developed independently, without consultation, communication or agreement with any other Bidder or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Bid 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 Bidder to induce any other Bidder to submit or not to submit a Bid for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Bidder and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

I certify that, to the best of my knowledge, neither Bidder 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 five year period preceding this Bid 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 Bid had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Bidder 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

Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2013)* 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 Bidders 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 Bid in response to the (RFB), the Bidder certifies the following: (check the applicable box)

- Bidder is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code chapter 423*; or
- Bidder 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(47) and (48)*.

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

Sincerely,



Signature

Jeffrey Reese, Director

Name and Title of Authorized Representative

3/18/2019

Date

Attachment #2
Authorization to Release Information Letter

Alterations to this document are prohibited.

(Date) 3/18/2019

Julie Janssen, Issuing Officer
Iowa Department of Administrative Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, IA 50319-0105

Subject: Request for Bid – Authorization to Release Information

Dear Issuing Officer:

Bidder hereby authorizes the Iowa Department of Administrative Services ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Bidder in response to this Request for Bids (RFB).

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

The Bidder 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 Bidder in response to the RFB.

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

The Bidder 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 Bidder's Bid. The Bidder 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 Bidder that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency in the evaluation and selection of a successful Bidder in response to RFB.

Sincerely,



Signature

Jeffrey Reese, Director

Name and Title of Authorized Representative

3/18/2019

Date

**Attachment #3
Exceptions Form**

Please list any and all exceptions to this RFB in this section. Include section and reason for exception:
(Make additional pages if necessary)

<u>Section</u>	<u>Exception</u>
1. <u>3.2.1</u>	<u>see attached (following this page)</u>
2. <u>3.10</u>	<u>see attached (following this page)</u>
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

1. Section 3.2.1, General Requirements

Industry Standard: portal-to-portal time billing (from the time they leave their domicile until the time they return). Rational: Interpreters congregate in metro areas where the majority of work exists. With a general scarcity of qualified interpreters statewide (and even fewer willing to work within the corrections system), travel time reimbursement is essential to convince interpreters to accept jobs outside of their domicile-areas; otherwise, their time is more efficiently filled with billable-hours when they remain local.

Life Interpretation, Inc. does not require mileage reimbursement in addition to the portal-to-portal time reimbursement. Additionally, there are no minimum interpreting-time fees.

2. Section 3.10, Cancellation Requirements

Industry Standard: cancellation reimbursement. Rational: booked appointments mean other requests for services will be rejected. A minimum amount prior notice is required to allow interpreters to fill time lost for booked cancellations.

Life interpretation, Inc, requires 36-hours prior notification to avoid incurring fees for the total amount of time reserved, portal-to-portal, to complete a facility's request.

Attachment #4
Form 22 – Request for Confidentiality

SUBMISSION OF THIS FORM 22 IS REQUIRED

THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR RESPONSE (BID) TO THE REQUEST FOR BIDS (RFB). THIS FORM 22 IS REQUIRED WHETHER THE BID DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE BID TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION. COMPLETE PART 1 OF THIS FORM 22 IF BID DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM 22 IF THE BID DOES CONTAIN CONFIDENTIAL INFORMATION.

1. Confidential Treatment Is Not Requested

A Bidder not requesting confidential treatment of information contained in its Bid shall complete Part 1 of Form 22 and submit a signed Form 22 Part 1 with the Bid.

2. Confidential Treatment of Information is Requested

A Bidder requesting confidential treatment of specific information shall: (1) fully complete and sign Part 2 of Form 22, (2) conspicuously mark the outside of its Bid as containing confidential information, (3) mark each page upon which the Bidder 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 (4) submit a “Public Copy” from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Bidder: (1) enumerates the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the information as confidential, (2) justifies why the information should be maintained in confidence, (3) explains why disclosure of the information would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Bidder to respond to inquiries by the Agency concerning the confidential status of such information.

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 information must be excised in such a way as to allow the public to determine the general nature of the information removed and to retain as much of the Bid as possible.

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

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


Part 1 – No Confidential Information Provided

Confidential Treatment Is Not Requested

Bidder acknowledges that bid response contains no confidential, secret, privileged, or proprietary information. There is no request for confidential treatment of information contained in this bid response.

This Form must be signed by the individual who signed the Bid. The Bidder shall place this Form completed and signed in its Bid.

****Fill in and sign the following if you have provided no confidential information. If signing this Part 1, do not complete Part 2.***

<u>Life Interpretation, Inc.</u>	<u>RFB0319005042</u>	<u>On Site ASL</u>
Company	RFB Number	<u>Interpretation Services</u>
	<u>Director</u>	<u>3/18/2019</u>
Signature (required)	Title	Date

(Proceed to the next page only if Confidential Treatment is requested.)

Part 2 - Confidential Treatment is Requested

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

NOTE:

- **Completion of this Form is the sole means of requesting confidential treatment.**
- **A BIDDER MAY NOT REQUEST PRICING FOR BIDS BE HELD IN CONFIDENCE.**

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

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

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

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

****If confidentiality is requested, failure to provide the information required on this Form may result in rejection of Bidder’s submittal to request confidentiality or rejection of the Bid as being non-responsive.***

****Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Bid. If signing this Part 2, do not complete Part 1.***

Company

RFB Number

RFB Title

Signature (required)

Title

Date

RFB Requested Documentation

RFB Cover Sheet: Signed Addendum One

Section 3.3.8: "NAD-RID Code of Professional Conduct"

Section 3.4.2: Proof of Certification & Iowa License

Section 3.4.3: Interpreter Resumes



CODE OF PROFESSIONAL CONDUCT

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www.rid.org

NAD-RID CODE OF PROFESSIONAL CONDUCT

Scope

The National Association of the Deaf (NAD) and the Registry of Interpreters for the Deaf, Inc. (RID) uphold high standards of professionalism and ethical conduct for interpreters. Embodied in this Code of Professional Conduct (formerly known as the Code of Ethics) are seven tenets setting forth guiding principles, followed by illustrative behaviors.

The tenets of this Code of Professional Conduct are to be viewed holistically and as a guide to professional behavior. This document provides assistance in complying with the code. The guiding principles offer the basis upon which the tenets are articulated. The illustrative behaviors are not exhaustive, but are indicative of the conduct that may either conform to or violate a specific tenet or the code as a whole.

When in doubt, the reader should refer to the explicit language of the tenet. If further clarification is needed, questions may be directed to the national office of the Registry of Interpreters for the Deaf, Inc.

This Code of Professional Conduct is sufficient to encompass interpreter roles and responsibilities in every type of situation (e.g., educational, legal, medical). A separate code for each area of interpreting is neither necessary nor advisable.

Philosophy

The American Deaf community represents a cultural and linguistic group having the inalienable right to full and equal communication and to participation in all aspects of society. Members of the American Deaf community have the right to informed choice and the highest quality interpreting services. Recognition of the communication rights of America's women, men, and children who are deaf is the foundation of the tenets, principles, and behaviors set forth in this Code of Professional Conduct.

Voting Protocol

This Code of Professional Conduct was presented through mail referendum to certified interpreters who are members in good standing with the Registry of Interpreters for the Deaf, Inc. and the National Association of the Deaf. The vote was to adopt or to reject.

Adoption of this Code of Professional Conduct

Interpreters who are members in good standing with the Registry of Interpreters for the Deaf, Inc. and the National Association of the Deaf voted to adopt this Code of Professional Conduct, effective July 1, 2005. This Code of Professional Conduct is a working document that is expected to change over time. The aforementioned members may be called upon to vote, as may be needed from time to time, on the tenets of the code.

The guiding principles and the illustrative behaviors may change periodically to meet the needs and requirements of the RID Ethical Practices System. These sections of the Code of Professional Conduct will not require a vote of the members. However, members are encouraged to recommend changes for future updates.

Function of the Guiding Principles

It is the obligation of every interpreter to exercise judgment, employ critical thinking, apply the benefits of practical experience, and reflect on past actions in the practice of their profession. The guiding principles in this document represent the concepts of confidentiality, linguistic and professional competence, impartiality, professional growth and development, ethical business practices, and the rights of participants in interpreted situations to informed choice. The driving force behind the guiding principles is the notion that the interpreter will do no harm.

When applying these principles to their conduct, interpreters remember that their choices are governed by a "reasonable interpreter" standard. This standard represents the hypothetical interpreter who is appropriately educated, informed, capable, aware of professional standards, and fair-minded.



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CODE OF PROFESSIONAL CONDUCT

Tenets

1. Interpreters adhere to standards of confidential communication.
2. Interpreters possess the professional skills and knowledge required for the specific interpreting situation.
3. Interpreters conduct themselves in a manner appropriate to the specific interpreting situation.
4. Interpreters demonstrate respect for consumers.
5. Interpreters demonstrate respect for colleagues, interns, and students of the profession.
6. Interpreters maintain ethical business practices.
7. Interpreters engage in professional development.

Applicability

- A. This Code of Professional Conduct applies to certified and associate members of the Registry of Interpreters for the Deaf, Inc., Certified members of the National Association of the Deaf, interns, and students of the profession.
- B. Federal, state or other statutes or regulations may supersede this Code of Professional Conduct. When there is a conflict between this code and local, state, or federal laws and regulations, the interpreter obeys the rule of law.
- C. This Code of Professional Conduct applies to interpreted situations that are performed either face-to-face or remotely.

Definitions

For the purpose of this document, the following terms are used:

Colleagues: Other interpreters.

Conflict of Interest: A conflict between the private interests (personal, financial, or professional) and the official or professional responsibilities of an interpreter in a position of trust, whether actual or perceived, deriving from a specific interpreting situation.

Consumers: Individuals and entities who are part of the interpreted situation. This includes individuals who are deaf, deaf-blind, hard of hearing, and hearing.

1.0 CONFIDENTIALITY

Tenet: Interpreters adhere to standards of confidential communication.

Guiding Principle: Interpreters hold a position of trust in their role as linguistic and cultural facilitators of communication. Confidentiality is highly valued by consumers and is essential to protecting all involved.

Each interpreting situation (e.g., elementary, secondary, and post-secondary education, legal, medical, mental health) has a standard of confidentiality. Under the reasonable interpreter standard, professional interpreters are expected to know the general requirements and applicability of various levels of confidentiality. Exceptions to confidentiality include, for example, federal and state laws requiring mandatory reporting of abuse or threats of suicide, or responding to subpoenas.

Illustrative Behavior - Interpreters:

- 1.1 Share assignment-related information only on a confidential and "as-needed" basis (e.g., supervisors, interpreter team members, members of the educational team, hiring entities).



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- 1.2 Manage data, invoices, records, or other situational or consumer-specific information in a manner consistent with maintaining consumer confidentiality (e.g., shredding, locked files).
- 1.3 Inform consumers when federal or state mandates require disclosure of confidential information.

2.0 PROFESSIONALISM

Tenet: Interpreters possess the professional skills and knowledge required for the specific interpreting situation.

Guiding Principle: Interpreters are expected to stay abreast of evolving language use and trends in the profession of interpreting as well as in the American Deaf community.

Interpreters accept assignments using discretion with regard to skill, communication mode, setting, and consumer needs. Interpreters possess knowledge of American Deaf culture and deafness-related resources.

Illustrative Behavior - Interpreters:

- 2.1 Provide service delivery regardless of race, color, national origin, gender, religion, age, disability, sexual orientation, or any other factor.
- 2.2 Assess consumer needs and the interpreting situation before and during the assignment and make adjustments as needed.
- 2.3 Render the message faithfully by conveying the content and spirit of what is being communicated, using language most readily understood by consumers, and correcting errors discreetly and expeditiously.
- 2.4 Request support (e.g., certified deaf interpreters, team members, language facilitators) when needed to fully convey the message or to address exceptional communication challenges (e.g. cognitive disabilities, foreign sign language, emerging language ability, or lack of formal instruction or language).
- 2.5 Refrain from providing counsel, advice, or personal opinions.
- 2.6 Judiciously provide information or referral regarding available interpreting or community resources without infringing upon consumers' rights.

3.0 CONDUCT

Tenet: Interpreters conduct themselves in a manner appropriate to the specific interpreting situation.

Guiding Principle: Interpreters are expected to present themselves appropriately in demeanor and appearance. They avoid situations that result in conflicting roles or perceived or actual conflicts of interest.

Illustrative Behavior - Interpreters:

- 3.1 Consult with appropriate persons regarding the interpreting situation to determine issues such as placement and adaptations necessary to interpret effectively.
- 3.2 Decline assignments or withdraw from the interpreting profession when not competent due to physical, mental, or emotional factors.
- 3.3 Avoid performing dual or conflicting roles in interdisciplinary (e.g. educational or mental health teams) or other settings.
- 3.4 Comply with established workplace codes of conduct, notify appropriate personnel if there is a conflict with this Code of Professional Conduct, and actively seek resolution where warranted.
- 3.5 Conduct and present themselves in an unobtrusive manner and exercise care in choice of attire.



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- 3.6 Refrain from the use of mind-altering substances before or during the performance of duties.
- 3.7 Disclose to parties involved any actual or perceived conflicts of interest.
- 3.8 Avoid actual or perceived conflicts of interest that might cause harm or interfere with the effectiveness of interpreting services.
- 3.9 Refrain from using confidential interpreted information for personal, monetary, or professional gain.
- 3.10 Refrain from using confidential interpreted information for the benefit of personal or professional affiliations or entities.

4.0 RESPECT FOR CONSUMERS

Tenet: Interpreters demonstrate respect for consumers.

Guiding Principle: Interpreters are expected to honor consumer preferences in selection of interpreters and interpreting dynamics, while recognizing the realities of qualifications, availability, and situation.

Illustrative Behavior - Interpreters:

- 4.1 Consider consumer requests or needs regarding language preferences, and render the message accordingly (interpreted or transliterated).
- 4.2 Approach consumers with a professional demeanor at all times.
- 4.3 Obtain the consent of consumers before bringing an intern to an assignment.
- 4.4 Facilitate communication access and equality, and support the full interaction and independence of consumers.

5.0 RESPECT FOR COLLEAGUES

Tenet: Interpreters demonstrate respect for colleagues, interns and students of the profession.

Guiding Principle: Interpreters are expected to collaborate with colleagues to foster the delivery of effective interpreting services. They also understand that the manner in which they relate to colleagues reflects upon the profession in general.

Illustrative Behavior - Interpreters:

- 5.1 Maintain civility toward colleagues, interns, and students.
- 5.2 Work cooperatively with team members through consultation before assignments regarding logistics, providing professional and courteous assistance when asked and monitoring the accuracy of the message while functioning in the role of the support interpreter.
- 5.3 Approach colleagues privately to discuss and resolve breaches of ethical or professional conduct through standard conflict resolution methods; file a formal grievance only after such attempts have been unsuccessful or the breaches are harmful or habitual.
- 5.4 Assist and encourage colleagues by sharing information and serving as mentors when appropriate.
- 5.5 Obtain the consent of colleagues before bringing an intern to an assignment.



CODE OF PROFESSIONAL CONDUCT

6.0 BUSINESS PRACTICES

Tenet: Interpreters maintain ethical business practices.

Guiding Principle: Interpreters are expected to conduct their business in a professional manner whether in private practice or in the employ of an agency or other entity. Professional interpreters are entitled to a living wage based on their qualifications and expertise. Interpreters are also entitled to working conditions conducive to effective service delivery.

Illustrative Behavior - Interpreters:

- 6.1 Accurately represent qualifications, such as certification, educational background, and experience, and provide documentation when requested.
- 6.2 Honor professional commitments and terminate assignments only when fair and justifiable grounds exist.
- 6.3 Promote conditions that are conducive to effective communication, inform the parties involved if such conditions do not exist, and seek appropriate remedies.
- 6.4 Inform appropriate parties in a timely manner when delayed or unable to fulfill assignments.
- 6.5 Reserve the option to decline or discontinue assignments if working conditions are not safe, healthy, or conducive to interpreting.
- 6.6 Refrain from harassment or coercion before, during, or after the provision of interpreting services.
- 6.7 Render pro bono services in a fair and reasonable manner.
- 6.8 Charge fair and reasonable fees for the performance of interpreting services and arrange for payment in a professional and judicious manner.

7.0 PROFESSIONAL DEVELOPMENT

Tenet: Interpreters engage in professional development.

Guiding Principle: Interpreters are expected to foster and maintain interpreting competence and the stature of the profession through ongoing development of knowledge and skills.

Illustrative Behavior - Interpreters:

- 7.1 Increase knowledge and strengthen skills through activities such as:
 - pursuing higher education;
 - attending workshops and conferences;
 - seeking mentoring and supervision opportunities;
 - participating in community events; and
 - engaging in independent studies.
- 7.2 Keep abreast of laws, policies, rules, and regulations that affect the profession.



March 12, 2019

To: All Potential Respondents

From: Julie Janssen, Purchasing Agent

Subject: RFB0319005042 On Site American Sign Language Interpretation Services

Addendum One

Please amend the subject RFP to include answers to the following timely received questions:

Q1. My agency does mostly medical interpreting and I do not have any interpreters, including myself, who are trained for legal work. Is this only for the Department of Corrections? I am hesitant to bid as my expertise is in the medical field of interpreting

A1. This solicitation has been created to meet the needs of the Iowa Department of Corrections. Per Section 1.5 Background requests for services may include: On Site American Sign Language Interpreter Services that may be needed for incarcerated individuals include but are not limited to: to complete their psych testing, meet with counselors or psychologists, classification meetings, Administrative Law Judge meetings, communication with family, legal communication, Board of Parole hearings, disciplinary hearings, medical and mental health screenings, educational classes, training, treatment classes and special events.

This solicitation may be a multiple Award to provide coverage to all nine (9) facilities across the state. The resulting Master Agreement(s) will be available to all nine (9) Iowa Department of Corrections institutions. Any Bidder that meets the requirements of this RFB is encouraged to submit a bid.

If there are interpretation services you would not be able to provide, please note that in your bid response.

Q2. Who is the incumbent?

A2. No Current Master Agreement for this Service and no incumbent Vendor.

Q3. What is the rate paid now?

A3. No Current Master Agreement, no contracted Rate.

Q4. In addition to the requirement for onsite ASL interpreting, will the State also entertain pricing for remote ASL service?

A4. The State is **only** requesting On Site ASL interpreting in this solicitation.

Q5. Must we provide onsite service to all or nothing? Must we serve all nine locations or may we serve some and not others? From the Bid specs: *This solicitation may be a multiple Award to provide coverage to all nine (9) facilities across the state. The resulting Master Agreement(s) will be available to all nine (9) Iowa Department of Corrections institutions. Any Bidder that meets the requirements of this RFB is encouraged to submit a bid.*

- A5.** Please note on Attachment A - Pricing - the Iowa Department of Correction facilities you are able to provide services to. If there are facilities would not be able to provide service to, please note that in your bid response.
- A6.** This solicitation will be Awarded in the way that best meets the interests of the State and provides On Site American Sign Language Interpreter Services to all nine (9) facilities in Iowa.
- A7.** No Current Master Agreement, no holiday or weekend or after hour history.
- A8.** No Current Master Agreement, no holiday or weekend or after hour history.
- A9.** No Current Master Agreement, no holiday or weekend or after hour history.
- A10.** No Current Master Agreement for this Service and no current Vendor.
- A11.** The State is **only** requesting On Site ASL interpreting in this solicitation.
- A12.** No Current Master Agreement, no usage history.
- A13.** Bidder may note these industry standards in Bid Response as exceptions. Any Bidder Exceptions must be noted on Attachment #3 Exceptions Form. The State will review all Bidder exceptions.
- A14.** Bidder's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices). All pricing to be FOB Destination, freight cost and all expenses included; and based on Net 60 Days Payment Terms.
- Any Bidder Exceptions must be noted on Attachment #3 Exceptions Form.
- A15.** The resulting contract will be available for use by all State of Iowa Agencies, not only the Iowa Department of Corrections. If this is not agreeable to Bidder, Bidder may note these industry

standards in Bid Response as exceptions. Any Bidder Exceptions must be noted on Attachment #3 Exceptions Form.

Q16. Who is/are the current vendor(s) to the Iowa Department of Corrections for on-site ASL interpreting services?

A16. No Current Master Agreement for this Service and no incumbent Vendor.

Q17. What is the current hourly rate charged for that contract award?

A17. No Current Master Agreement, no contracted Rate

Q18. What is the volume of work performed, in hours, at each facility listed on page 10 during the last fiscal year?

A18. No Current Master Agreement, No usage history.

Q19. Which facilities listed on page 10 are high volume use facilities for on-site ASL interpreting?

A19. No Current Master Agreement, no usage history. Iowa Medical and Classification Center, Newton Correction Facility and Mt Pleasant Correctional Facility currently have need for these services.

Q20. Does the DOC request or require male interpreters to interpret for men's facilities or vice versa, women to only work at female facilities?

A20. No.

Q21. Page 11, 3.3.5, on-site personnel must watch a training video regarding DOC Facilities protocols. How long is the video? Is the video available on-line or will interpreting staff be required to view the training at a DOC facility? Is the training one time only or annually? Will the DOC pay for the time it takes for interpreters to take the training?

A21. PREA Training takes about 15 minutes to complete online. Iowa Department of Corrections has not paid our contractors in the past for this training. There is also multiple hour required in-house training that Iowa Department of Corrections would allow Bidder to be billed for.

Q22. Interpreters are required to be certified and licensed to satisfy this contract. Both documents must be copied and included with the bid proposal (page 12). RID/NAD certifications and Iowa Interpreting licenses are both public documents and can be search by the interpreter's name. In addition the RFP requests copies of interpreter resumes. What purpose will resumes serve in evaluating this competition? It is very time consuming to obtain and compile resumes. Would you consider accepting a table/list of interpreter names, certification type and license number?

A22. The State will accept a table/list of interpreter names, certification type and license number of Bidder's interpreters.

Q23. Standards of practice for sign language interpreting include a 2-hour minimum paid for every assignment. In addition, standards of practice include at least a 24 business-hour cancellation notice or the assignment will be charged in full. Will the DOC agree to both standards of practice?

A23. Bidder may note these industry standards in Bid Response as exceptions. Any Bidder Exceptions must be noted on Attachment #3 Exceptions Form. The State will review all Bidder exceptions.

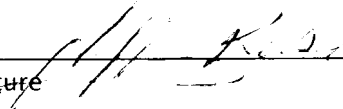
Q24. The DOC facilities are not located near metropolitan areas where interpreters typically reside. Standards of practice include paid travel time in addition to mileage at the federal rate

A24 Bidder's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices). All pricing to be FOB Destination, freight cost and all expenses included; and based on Net 60 Days Payment Terms.

A25. No Current Master Agreement for this Service .

Please acknowledge receipt of this addendum by signing in the space provided below, and return this letter with your offer (do not send back separately).

I hereby acknowledge receipt of this addendum.

Signature 

Date 3/13/2019

Jeffrey Reese, Director
Typed or Printed Name

License Detail

Public License Search Details

Certificates	License Number	Board	License Type	Status	Issue Date	Expiration Date
	00124	Sign Language Interpreters and Translators	Sign Language Interpreter and Transliterator	Active	07/01/2005	06/30/2019

People Details

Description	Applicant	First Name	Middle Name	Last Name	Establishment Name	Address
		Peggy	Lee	Chicoine		1425 NW 70TH PLACE ANKENY IA 50023 USA

License Info

Info Description	Value
------------------	-------

Actions

N

Disciplinary Action

[File a Complaint](#)

[Back](#)

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Peggy L. Chicoine

Certified

IC/TC, CI and CFI

RID

M. A. Walker

Melvin A. Walker,

President

Member No. 11219

Valid thru: 06/30/2019

Registry of Interpreters for the Deaf, Inc.

License Detail							
Public License Search Details							
Certificates	License Number	Board	License Type	Address	Status	Issue Date	Expiration Date
	00107	Sign Language Interpreters and Translators	Sign Language Interpreter and Transliterator	5746 NW 4TH CT DES MOINES IA 50313 USA	Active	07/01/2005	06/30/2019
People Details							
Description	First Name	Middle Name	Last Name	Establishment Name	Address		
Applicant	Jeffrey	A	Reese		5746 NW 4TH CT DES MOINES IA 50313 USA		
License Info							
Info Description				Value			
				N			
Actions							
Disciplinary Action							
File a Complaint							

Back

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Jeffrey A. Reese

Certified
CI & CT

RID

M. A. Walker
Melvin A. Walker,
President

Member No. 15777
Valid thru: 06/30/2010

Registry of Interpreters for the Deaf, Inc.

Membership Categories
Certified: Member holding valid certification(s) accepted by RID
Certified: Inactive: Member holding a temporarily inactive certification
Certified: Retired: Retired member formerly holding certification
Associate: Member engaged in interpreting or transcribing but not holding certification accepted by RID
Student: Member enrolled in an interpreting program
Supporting: Member who supports RID but is not engaged in interpreting or transcribing

This card is valid only if all dues and fees are paid.
 Card bearer subscribes to the Code of Professional Conduct.
 This card remains the property of RID Inc. and must be surrendered upon request.

Registry of Interpreters for the Deaf, Inc.
 333 Commerce Street
 Alexandria, VA 22314
 703.838.0000 V, 703.838.0489 TTY
 703.838.0464 Fax, www.rid.org



Peggy Lee Chicoine IC/TC, CI/CT
Licensed in Iowa
1425 NW 70th Place
Ankeny, Iowa 50023
515-720-6120 cell/text
dpchicoine@msn.com

Work History

2014 – Present

Life Interpretation, Incorporated

- *Own and operate with two other Sign Language Interpreters an interpreter agency.
- *Assist with scheduling, invoicing, office purchase needs, receiving and returning phone calls and follow up with unpaid invoices and other duties as assigned.
- *Provide interpreting services to Hearing, Deaf and Hard of Hearing clients in a variety of settings: medical, work place, legal advice, counseling, workshops, conferences and any other setting that calls for communication access.
- *Mentor and work with Interns from an Interpreter Training Program
- *Meet with Interpreter Contractors to work with Life Interpretation
- *Introduce Life Interpretation, Inc. to potential clients

1989 – Present

Des Moines Diocese, Deaf Ministries Coordinator/Interpreter

- *1989 – 2002, volunteered as weekend Mass interpreter for Deaf parishioners.
- *2002 – At present am the Coordinator/Interpreter for scheduling and providing interpreting service for weekend Mass and celebratory Mass as required by Diocesan Office.
- *Facilitate interpreting service for reconciliation services, bible study courses, set up religious education courses for deaf children in the Des Moines Metro area, arrange interpreting services for weddings, funerals, counseling and other services that may be needed.
- *Create a quarterly report on Deaf Ministries, meet with Faith Formation Director once a year to discuss future planning of Deaf Ministries.
- *Attend and am member of NCOD Pastoral Week.
- *Interpret and Coordinate Interpreters at NCOD Pastoral Week in January 2013, 2014, 2015, 2016 and 2017.

2007 – 2014

Employee & Family Resources, Interpretation Services

- *Provide interpreting services to Hearing, Deaf and Hard of Hearing clients in a variety of settings: medical, work place, legal advice, counseling, workshops, conferences, and any other setting that calls for communication access.

- *Assist with scheduling, receiving and returning phone calls regarding interpreting services.
- *Meet with supervisor on a regular basis on department goals or duties given as assigned.
- *Work with Deaf Case Manager on client base needs.

1982 – 2007

PC Interpreting Service, Self-Employed

- *Providing interpreting service in a variety of settings: religious, medical, legal advice, mental health, staff meetings, conferences, workshops, AA/NA treatment centers and/or meetings, Domestic Violence, Sexual Assault Trainings or victims and much more.
- *Provide education regarding interpreting services, create invoices, scheduling, receiving and returning phone calls, and contacting interpreters to check their availability on interpreting assignments.
- *PC Interpreting Service was established 1999.

2004 – 2007

Mercy Medical Center, Interpretation Services

- *Provided interpreting service for regular medical appointments, surgeries, follow-up appointments, physical therapy, cardiology, oncology, radiology, orthopedics, and any other area related to medical health appointments.
- *Provided education to Providers as well as to Patients about interpreting services, how to work with an interpreter, the purpose of having a qualified interpreter, and the importance of everyone speaking in their own native tongue.
- *Assisted with scheduling, returning phone calls, and working on projects with other verbal language interpreters on staff.
- *Assisted in writing and receiving a \$486,000+ 3-year grant for Deaf and Hard of Hearing consumers. Providing better education, outreach, and education for interpreters, ADA equipment, education materials, deaf advocate and a second staff sign language interpreter.

2002 – 2004

Employee & Family Resources, Deaf Services

- *Provided interpreting services to Hearing, Deaf and Hard of Hearing clients in a variety of settings: medical, work place settings, legal advice, counseling, workshops, conferences, and where ever communication access is needed.
- *Assisted with scheduling, receiving and returning phone calls regarding interpreting services,
- *Assisted in creating a brochure of Interpreting Services
- *Met with supervisor on a regular basis on department goals or duties given as assigned.
- *Worked with Deaf Case Manager on client base needs.

1997 – 2003

Our Lady's Immaculate Heart Catholic Church, Vacation Bible School Director

*Assisted in creating, developing and implementing a Vacation Bible School to the parish.

*Created a safe, fun, loving atmosphere in a religious activity where children, teenagers, parents, friend, and volunteers can come to celebrate a weeklong activity of celebrating Jesus Christ our Savior.

*Created and/or adjusted the curriculum to fit our parish size and needs, contacted and worked with 250+ volunteers in designated areas, collected registration fees of 400+ children between the ages of 4 – 11 years of age. Ordered supplies and materials for the VBS program, worked along side with the Parish Priest, Religious Education Director, Youth Minister and Parish Board of Education.

*Developed reports, job descriptions of each area, setting up team meetings, presenting to parish our yearly theme for VBS and so much more.

1998- 2001

Des Moines Area Community College, Sign Language Interpreter

*Hired on contract to provide interpreting services to students attending college credit courses and one on one with classroom instructor.

*Worked along side staff interpreters on scheduling of courses.

1997 – 1998

Ankeny Community Schools, Sign Language Interpreter/Aide

*Provided interpreting service to a 4 year old deaf child in a pre-school setting that met 4 days a week in the mornings.

*A Language Model and taught and introduced new signs to the 4 year old.

*Attended IEP meetings to discuss goals for the student IEP plan.

*Met with pre-school teacher and staff on a regular basis to teach them new signs that was being introduced to the deaf student.

*Helped supervise classroom setting when needed, assisted with classroom activities, curriculum, and goals for the school year for each student.

1990 – 1997

In Home Daycare, Self-Employed

*Implemented a safe, fun, loving atmosphere to children whose parents worked outside the home.

*Created nutritious meals, story time, scheduled outings, activity planning, and self-reliance (potty training, how to dress oneself, tying shoes, picking up after oneself, household chores, example of putting dishes in the sink and putting trash in the garbage).

1988 –1989

Vocational Rehabilitation Services, Interpreter

*Waterloo, Iowa, was hired as a contractor for one year to assist with interpreting services in a variety of settings for deaf and hard of hearing individuals who met with a Vocational Rehabilitation Counselor and in workplaces.

*Provided sign language class and instruction to the VR counselor on a weekly basis.

1987 – 1988

Waterloo Community Schools, Sign Language Interpreter

*Facilitated interpreting services to students who were mainstreamed into the middle school setting, 6 – 8 grade.

*Interpreted all social activities as well as sport activities.

1986 – 1987

Deaf Services Commission of Iowa, Sign Language Interpreter

*Hired to provide interpreting service in the calling area of 319.

*Satellite office in two cities, Waterloo and Cedar Rapids, Iowa.

*Provided interpreting services in a variety of settings: medical, legal, education, social services, workplace, conferences, workshops, and religious settings.

*Met with deaf and hard of hearing clients to make phone calls regarding their personal needs.

*Following duties included: scheduling receiving and returning phone calls, mileage log, department monthly reports, attend monthly staff meetings, check in with director on a weekly basis, and attend commission meetings.

1982 – 1984

Lakeland Area Education Agency, Sign Language Interpreter/Aide
*Language Model for three deaf children in a Handicap Preschool Program in Algona, Iowa.

*Teaching sign language, enriching their vocabulary, interpret story time and activities, during the summers of 1982, 1983 and 1984.

*During my Senior year I was in the EPA program in High School, and did an internship at the Handicap Preschool from the fall to spring of 1982 – 1983 school year.

Education Background

1983	Algona High School Algona, Iowa	High School Diploma
1983 – 1985	Augustana College Sioux Falls, South Dakota	Year and half of college credit
1985 –1986	St. Paul Technical Vocational Institute St. Paul, Minnesota	Certificate of Completion of Program
1987	Registry of Interpreters for the Deaf	IC/TC Certification
1999 – 2001	Des Moines Area Community College Ankeny, Iowa	College credit
2001	Registry of Interpreters for the Deaf	CI, CT Certification
1987 – Present	Required by maintaining certification with RID by attending workshops, trainings, college courses that are related to our interpreting field; 20 credit hours per year.	
2005 – Present	Permanently licensed with the State of Iowa to practice as a Sign Language Interpreter	
August 5 – 8, 2013	Attended Mental Health Institute Training in Montgomery, Alabama.	

Jeffrey A. Reese

Sign Language Interpreter

5476 NW 4th Court
Des Moines, Iowa 50313-1355

Education:

Iowa Western Community College
Associate Degree Applied Science, Sign Language Interpreter Training Program
Graduated Highest Honors
May, 1988

Credentials:

Registry of Interpreters for the Deaf, Certificate of Transliteration
Awarded September, 1993

Registry of Interpreters for the Deaf, Certificate of Interpretation
Awarded April, 1994

State of Iowa, Licensed by Examination (#00107)
Awarded July, 2007

Experience:

Private Practitioner
September, 1988 – April, 1998

Employee and Family Resources
Staff Interpreter
April 1998 – April, 2001

Employee and Family Resources
Deaf Services Supervisor and Staff Interpreter
April, 2001 – July, 2014

Life Interpretation, Inc
Owner, Director, and Interpreter
August, 2014 – Present