



REQUEST FOR PROPOSAL (RFP)

Translation Services
BPC 23-001

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RFP Purpose.

The purpose of this Request for Proposal (RFP) is to solicit proposals that will enable the Department of Human Services (Agency) to select the most qualified contractor to provide written document Translation services.

Duration of Contract.

The Agency anticipates executing a contract that will have an initial one (1) year contract term with the ability to extend the contract for five (5) additional one (1) year terms. The Agency will have the sole discretion to extend the contract.

Procurement Timetable

There are no exceptions to any deadlines for the Bidder; however, the Agency reserves the right to change the dates. Times provided are in Central Time.

| Event | Date |
|---|--|
| Agency Issues RFP Notice to Targeted Small Business Website (48 hours): | June 29, 2021 |
| Agency Issues RFP to Bid Opportunities Website | July 1, 2021 |
| Bidder Letter of Intent to Bid Due By | July 23, 2021 3:00 p.m. |
| First-Round Bidder Written Questions Due By | July 23, 2021 3:00 p.m. |
| Agency Responses to Questions Issued By | July 30, 2021 |
| Second-Round Bidder Written Questions Due By | August 13, 2021 3:00 p.m. |
| Agency Responses to Questions Issued By | August 20, 2021 |
| Bidder Proposals and any Amendments to Proposals Due By | September 10, 2021 12:00 p.m. |
| Agency Announces Apparent Successful Bidder/Notice of Intent to Award | October 28, 2021 |
| Contract Negotiations and Execution of the Contract Completed | May 13, 2022 |
| Anticipated Start Date for the Provision of Services | July 1, 2022 |

Section 1 Background and Scope of Work

1.1 Background.

The Agency meets the unique needs of individuals who are experiencing personal, economic, social or health problems. The primary responsibilities of the Agency are to help and empower individuals and families to become increasingly self-sufficient and productive, and strive to improve the well-being of all the people of the State of Iowa.

The Agency provides services to over 900,000 Iowans on an annual basis. The Agency is responsible for administering cash assistance for needy families, the Supplemental Nutrition Assistance Program (SNAP), Medicaid, child support enforcement, subsidized adoption, child abuse assessments, dependent adult abuse assessments, foster care, various family strengthening and preservation programs, child care regulation and funding for child care assistance, refugee services, one juvenile institution, and services for patients with mental and physical disabilities, including the operation of two mental health institutions, two resource centers, and a civil commitment program for sexual offenders.

Title VI of the Civil Rights Act of 1964 requires all public entities that receive federal financial assistance to take reasonable steps to make their programs, services, and activities accessible to eligible persons with limited English proficiency. Failure to comply with Limited English Proficiency (LEP) regulations places the Agency at significant risk of substantial federal fiscal penalties.

The Agency is committed to providing customers with accurate, clearly written and easy to understand communications. Since 2017, the Agency has requested approximately 3,800 documents be translated in more than sixty (60) different languages. The documents were translated either from English into another language or from another language into English. The Translations covered in part, but were not limited to, client-specific correspondence, handouts, forms, Notices of Decision or Notices of Action, child abuse assessments, and contested case hearing correspondence.

Over the past five (5) years, the Agency has undertaken a large system project that has required additional written Translation services. The Agency expects this work to continue under the new contract, along with other Agency initiatives to expand the use of providing translated documents to additional Agency customers. This information is provided to bidders to provide an idea of the volume and nature of Translations provided under the current contract. However, the Agency cannot guarantee any specific usage of these services.

1.2 RFP General Definitions.

When appearing as capitalized terms in this RFP, including attachments, the following quoted terms (and the plural thereof, when appropriate) have the meanings set forth in this section.

“Agency” means the Iowa Department of Human Services.

“Bid Proposal” or **“Proposal”** means the Bidder’s proposal submitted in response to the RFP.

“Bidder” means the entity that submits a Bid Proposal in response to this RFP.

“Contractor” means the Bidder who enters into a Contract as a result of this Solicitation.

“Deliverables” means all of the services, goods, products, work, work product, data (including data collected on behalf of the Agency), items, materials and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, the Contractor (or any agent, contractor or Subcontractor of the Contractor) in connection with any contract resulting from this RFP.

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

Definitions Specific to this RFP.

When appearing as capitalized terms in this RFP, including attachments, the following quoted terms (and the plural thereof, when appropriate) have the meanings set forth in this section.

"Culturally and Linguistically Appropriate" means the Contractor must provide Translation services that are respectful and responsive to an individual's culture and communication needs by accounting for cultural belief, preferred language, literacy level and communication needs.

"Expedited" means the Contractor must translate and deliver a written Translation faster than the standard timeframes allowed for completion to accommodate the Agency's need.

"One Business Day" means the Contractor must complete and return the requested Translation within a 24-hour period from the time the Agency sends a document to be translated. If the 24-hour period would expire on a holiday or weekend, the Contractor will be given until the following workday to return the requested Translation.

"Two Business Days" means the Contractor must complete and return the requested Translation within a 48-hour period from the time the Agency sends a document to be translated. If the 48-hour period would expire on a holiday or weekend, the Contractor will be given until the following workday to return the requested Translation.

"Three Business Days" means the Contractor must complete and return the requested Translation within a 72-hour period from the time the Agency sends a document to be translated. If the 72-hour period would expire on a holiday or weekend, the Contractor will be given until the following workday to return the requested Translation.

"Translation" means the written interpretation of a document from a source language to a target language. Requests will include Translations from the English language to an agency-identified language and Translations from an agency-identified language to the English language.

"Subcontractor" means a person or business who is not an employee of the contractor, but carries out work on behalf of the contractor.

"Work Order" means a request to the Contractor to initiate a written Translation into an Agency-specified language translate. .

1.3 Scope of Work.

1.3.1 Deliverables.

The Contractor shall provide the following:

1.3.1.1 Translation Guidelines.

Contractor shall comply with the following guidelines for Agency-directed Translations:

A. Contractor shall translate written content from the English source language to an Agency-identified target language or from an Agency-identified source language to the English target language.

B. Contractor shall translate written content into an Agency-identified target language based on content, not just translated word for word.

C. The Contractor shall refrain from translating the following pieces of information when they appear in a document:

1. Name of the Agency and Agency letterhead will not be translated.
2. Names of people will not be translated.

3. Names of government agencies will not be translated.
4. Names of government programs will not be translated.
5. Mailing or physical addresses will not be translated.

D. Contractor shall return all Translations to the Agency in the same application software as the original document sent to the Contractor for Translation. Application software may include, but is not limited to, Microsoft Word (.doc or .docx), Microsoft Excel (.xls), PowerPoint (.pptm), Rich Text Format (.rtf) and Protected Document Format (.pdf).

E. Upon request, Contractor shall provide the Agency with a Protected Document Format (.pdf) version of the Translation in addition to the version described in Section 1.3.1.1(D).

F. The Contractor and its Subcontractors must adhere to guidelines for handling sensitive and confidential information as set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as described in Section 1.3.1.9.

1.3.1.2 Translation Timeframes.

The Contractor shall translate and deliver standard written Translations according to the timeframes described in Sections 1.3.1.3(A), 1.3.1.3(B) and 1.3.1.3(C). There are times when the Agency may require the Contractor to translate and deliver a written Translation in a shorter timeframe. These Translations are referred to as "Expedited" and shall meet the timeframes described in Sections 1.3.1.3(A), 1.3.1.3(B) and 1.3.1.3(C).

1.3.1.3 Translation Categories.

A. Category 1 Translations.

Contractor shall translate and deliver written Translations from the English language to the Spanish language (Latin American Spanish) or from the Spanish language to the English language consistent with the following timing obligations:

1. The Contractor shall translate and deliver standard Category 1 Translations for documents that contain:
 - i. 2,500 words or less to the Agency within One (1) Business Day of the date the Agency submits the document to the Contractor, or
 - ii. 2,501 words or more to the Agency within Two (2) Business Days of the date the Agency submits the document to the Contractor.
2. The Contractor shall translate and deliver Category 1 Translations for documents that are designated by the Agency as Expedited and that contain:
 - i. 2,500 words or less in the same business day. The Contractor shall deliver Expedited written Translations to the Agency by 4:00 PM (U.S. Central Time) if the Expedited written Translation is submitted to the Contractor no later than 10:00 AM (U.S. Central Time) the same day.
 - ii. 2,501 words or more within One (1) Business Day of the date the Agency submits the document to the Contractor.

B. Category 2 Translations.

Contractor shall translate and deliver written Translations from the English language to any of the languages listed in the Category 2 Language Table or from any of the languages listed in the Category 2 Language Table to the English language.

| CATEGORY 2 LANGUAGE TABLE | | |
|---------------------------|----------|------------|
| Arabic | Laotian | Tigrinya |
| Bosnian | Nepalese | Vietnamese |
| Burmese | Somalian | |
| French | Swahili | |

1. The Contractor shall translate and deliver standard Category 2 Translations for documents that contain:
 - i. 2,500 words or less to the Agency within Two (2) Business Days unless agreed upon by the Agency.

ii. 2,501 words or more to the Agency within Three (3) Business Days unless agreed upon by the Agency.

2. The Contractor shall translate and deliver Category 2 Translations for documents that are designated by the Agency as Expedited and that contain:

i. 2,500 words or less within One (1) Business Day of the date the Agency submits the documents to the Contractor.

ii. 2,501 words or more within Two (2) Business Days of the date the Agency submits the documents to the Contractor.

C. Category 3 Translations.

Contractor shall translate and deliver written Translations from the English language to any of the languages listed in the Category 3 Language Table or from any on the languages listed in the Category 3 Language Table to the English language.

| CATEGORY 3 LANGUAGE TABLE | | |
|---------------------------|----------------|-------------|
| Amharic | Greek | Mam |
| Assyrian | Gujarati | Mandarin |
| Burmese Chin | Haitian Creole | Marshallese |
| Cambodian | Hakka Chin | Montenegrin |
| Cantonese | Hebrew | Nuer |
| Chin Falam | Hindi | Oromo |
| Chin Matupi | Hmong | Pashto |
| Chin Mizo | Indonesian | Pohnpeian |
| Chin Zotung | Italian | Polish |
| Chinese | Japanese | Portuguese |
| Chuukese | Karen | Punjabi |
| Creole | Karenni | Rohingya |
| Creole French | Kinyarwanda | Romanian |
| Croatian | Kirundi | Russian |
| Dari | Korean | Sudanese |
| Dinka | Kpelle | Tagalog |
| Farsi | Krahn | Thai |
| German | Kunama | Ukrainian |
| Gio | Lingala | |

1. The Contractor shall translate and deliver standard Category 3 Translations for documents within Three (3) Business Days.

2. The Contractor shall translate and deliver Category 3 Translations for documents that are designated by the Agency as Expedited within Two (2) Business Days of the date the Agency submits the documents to the Contractor.

3. Translations in Category 3 that cannot be completed within the timeframes stated in 1.3.1.3(C)(1) or 1.3.1.3(C)(2) require a written explanation by the Contractor to the Agency via electronic mail that includes an estimated time of completion and delivery to the Agency.

D. Category 4 Translations.

The Contractor acknowledges other languages exist and may require Contractor to translate documents into a language not listed in 1.3.1.3(A), 1.3.1.3(B) or 1.3.1.3(C). Translation requests for languages not already identified shall be considered Category 4 Translations. The Translation Contractor shall translate and deliver written documents to and from the English language to any Category 4 language. Requests may be considered standard or Expedited.

1. For any language requested that is not listed in 1.3.1.3(A), 1.3.1.3(B) or 1.3.1.3(C), the Contractor shall provide the Agency in writing via electronic mail an estimated cost of the proposed Translation (amount per word) and an estimated time of completion and delivery to the Agency.

2. If the Contractor is unable to find translators for a Category 4 Translation request submitted by the Agency, the Contractor shall notify the Agency within Three (3) Business Days via electronic mail that the Translation cannot be completed.

3. If the Contractor is attempting to find a translator for a Category 4 Translation request submitted by the Agency, but has not located someone within the Three (3) Business Day timeframe, the Contractor shall keep the Agency apprised of any and all updates relating to the search so Agency is aware of Contractor's progress.

1.3.1.4 Translation Teams.

1.3.1.4.1 Translator Criteria.

A. Services shall be performed by an International Organization for Standardization (ISO) certified translator.

B. The Contractor and its Subcontractors who complete work for the Agency shall not interject personal thoughts or opinions into Translations.

C. The Contractor and its Subcontractors shall be affiliated with a worldwide, country, regional, state or local professional Translation association.

D. The Contractor and its Subcontractors must adhere to the Translation guidelines described in Section 1.3.1.1 and the HIPAA guidelines in Section 1.3.1.9

E. The Contractor and its Subcontractors must agree in writing to keep Agency information confidential.

F. The Contractor shall provide information to the Agency on employees and Subcontractors credentials when requested.

G. The Contractor shall provide a staffing report to the Agency via electronic mail message on the 15th day of each month that lists all individuals, including Subcontractors, who are involved in translating, proofreading, quality assurance, etc. for the Agency.

H. The Contractor and its Subcontractors shall have technical knowledge, experience and cultural awareness.

1.3.1.4.2 Translator Credentials.

A. The Contractor shall ensure all staff performing translation services under this contract have and maintain necessary certifications or licenses.

B. The Contractor shall provide training to existing employees and new hires, as needed. Subjects may include, but are not limited to:

1. Subject matter review
2. Professionalism
3. Ethics
4. Guidelines for handling sensitive and confidential information

C. The Agency may require the Contractor's staff, including Subcontractors, to take additional training if there are federal or state regulation or statute changes that warrant new or refresher training in the categories listed in Section 1.3.1.4.2(B).

1.3.1.5 Translation Procedures.

1.3.1.5.1 Documentation of Work Order.

The Contractor shall provide the Agency with documentation of the ongoing status of a Work Order from initiation to completion in accordance with the following procedures:

A. Contractor shall acknowledge receipt of each Work Order upon receipt via encrypted electronic mail, Secure File Transfer Protocol (SFTP) or Contractor's secure electronic dashboard.

B. Electronic mail messages containing confidential client information shall be encrypted between Contractor and Agency.

C. Contractor shall notify Agency via electronic mail any time between initiation and completion of a Work Order when the Translation cannot be completed within the timeframes established in Section 1.3.1.3.

D. Prior to the start of a Translation, Contractor shall provide an estimate via electronic mail to the Agency of the following:

1. The cost per word to translate a Category 4 language.
2. Timeline needed to translate and deliver a Category 4 language.
3. Any desktop publishing costs that may be incurred by Contractor for completion of the requested Work Order, if applicable.

E. Upon receipt, Contractor shall acknowledge receipt of a change in Work Order that is already in process via electronic mail, SFTP or Contractor's electronic dashboard. Contractor shall immediately cease work on Translation Work Order so Agency does not incur additional charges.

F. Upon receipt, Contractor shall acknowledge receipt of a Work Order that is canceled by the Agency. Contractor shall immediately cease work on Translation Work Order so Agency does not incur additional charges.

G. Upon request, Contractor shall provide the identity of the Contractor's staff or Subcontractor providing Translation and a list of the items each individual translated for a specified timeframe to be determined by the Agency.

1.3.1.5.2 Translation Glossary and Memory Requirements.

A.. The Contractor shall create, maintain and utilize a Translation memory resource to avoid repetition, produce a consistent Translation when multiple translators are used and reduce costs for the Agency.

B. The Contractor shall create, maintain and utilize a Translation glossary to index specific terminology found in Agency Translations to promote content uniformity and consistency.

1.3.1.5.3 Quality Assurance and Improvement Process.

The Contractor shall utilize a quality assurance and improvement process that includes at a minimum, but is not limited to the following:

1. Analysis and Preparation
2. Translation
3. Editing and Proofreading
4. Desktop Publishing Services, when applicable.
5. Review

1.3.1.5.4 Desktop Publishing (DTP) Services.

A. Some documents submitted for Translation will require the Contractor to provide desktop publishing (DTP) services. Documents may include graphics, tables, complicated formatting or consist of a multiple pages. The Contractor shall provide a high-quality output. These documents may include, but are not limited to:

1. Forms
2. Brochures
3. Informational Flyers
4. Reports
5. Abuse Assessment Summaries

B. The Contractor shall reproduce the layout of the source file using the translated content.

C. Desktop publishing services shall be reviewed during the quality assurance and improvement process to ensure the meaning of the Translation is not compromised when adjustments are made to accommodate formatting variations that occur in different languages and character sets.

D. The Contractor may request the source files for any graphics used by the Agency. The Contractor shall maintain source files for graphics in case use of graphics are needed for other future projects.

1.3.1.5.5 Delivery of Written Translations.

A. The Contractor shall upload completed Translations to the Agency via an Agency approved SFTP established in compliance with the Agency's information privacy and security protocols within timelines specified by language category and word count in Section 1.3.1.3.

B. The Contractor shall notify the Agency via electronic mail that the Translation is complete and available to retrieve from the Agency approved SFTP.

C. Electronic mail messages containing confidential client information must be encrypted between Contractor and Agency.

1.3.1.6 Submission of Invoices.

A. Contractor shall submit an invoice to the Agency every week via electronic mail or Agency approved SFTP established in compliance with the Agency's information privacy and security protocols on a day that is convenient for the Contractor, but no later than Friday of the following week for written Translations provided to the Agency.

B. The invoice shall itemize all written Translations completed and returned to the Agency during the invoice period. The detail on the invoice shall include, but not be limited to:

1. Date of invoice
2. Invoice number
3. Written Translation description as provided by the Agency
4. Translated language
5. Cost per word for each individual written Translation
6. Number of words per each individual written Translation
7. Total cost for each individual written Translation
8. Cost for desktop publishing services stated separately from the cost per word Translation
9. Grand total cost for all written Translations and desktop publishing services included in the invoice

1.3.1.7 Accuracy of Translation.

The Contractor shall provide written Translations that are Culturally and Linguistically Appropriate and meet the Agency's Translation guidelines as stated in 1.3.1.1.

1.3.1.8 Data and Security System Requirements

1.3.1.8.1 Security Framework

The Contractor shall comply with either of the following:

A. Provide certification of compliance with a minimum of one of the following security frameworks: NIST SP 800-53, HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater, ISO 27001 or PCI-DSS version 3.2 prior to implementation of the system and when the certification(s) expire, or

B. Provide attestation of a passed information security risk assessment, passed network penetration scans, and passed web application scans (when applicable) prior to implementation of the system and annually thereafter. Passed means no unresolved high or critical findings.

1.3.1.8.2 Vendor Security Questionnaire.

The Contractor shall provide a fully completed copy of the Agency's Vendor Security Questionnaire (VSQ). See Attachment F.

1.3.1.8.3 Cloud Services.

The Contractor shall comply with either of the following:

A. Provide written designation of FedRAMP authorization with impact level moderate prior to implementation of the system, or

B. Provide certification of compliance with a minimum of one of the following security frameworks: HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater or PCI-DSS version 3.2 prior to implementation of the system and when the certification(s) expire.

1.3.1.8.4 Addressing Concerns.

The Contractor shall timely resolve any outstanding concerns identified by the Agency regarding the Contractor's submissions required in this section.

1.3.1.9 Business Associate Agreement

The Contractor, acting as the Agency's Business Associate, performs certain services on behalf of or for the Agency pursuant to the Contract that require the exchange of information that is protected by the Health Insurance Portability and Accountability Act of 1996, as amended, and the federal regulations published at 45 CFR part 160 and 164. The Business Associate agrees to comply with the Business Associate Agreement Addendum (BAA), and any amendments thereof, as posted to the Agency's website: <http://dhs.iowa.gov/HIPAA/baa>. This BAA, and any amendments thereof, is incorporated into the Contract by reference.

By signing the Contract, the Business Associate consents to receive notice of future amendments to the BAA through electronic mail. The Business Associate shall file and maintain a current electronic mail address with the Agency for this purpose. The Agency may amend the BAA by posting an updated version of the BAA on the Agency's website at: <http://dhs.iowa.gov/HIPAA/baa>, and providing the Business Associate electronic notice of the amended BAA. The Business Associate shall be deemed to have accepted the amendment unless the Business Associate notifies the Agency of its non-acceptance in accordance with the Notice provisions of the Contract within 30 days of the Agency's notice referenced herein. Any agreed alteration of the then current Agency BAA shall have no force or effect until the agreed alteration is reduced to a Contract amendment that must be signed by the Business Associate, Agency Director, and the Agency Security and Privacy Officer.

1.3.1.10 Qualified Service Organization

The Contractor acknowledges that it will be receiving, storing, processing, or otherwise dealing with confidential patient records from programs covered by 42 CFR part 2, and the Contractor acknowledges that it is fully bound by those regulations. The Contractor will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 CFR part 2. "Qualified Service Organization" as used in the Contract has the same meaning as the definition set forth in 42 CFR § 2.11.

1.3.1.11 Emergency Management Plan

A. The Contractor shall have an Emergency Management Plan in place to guarantee continued services and limited disruptions during and following natural disasters or other potentially disrupting events (e.g., earthquakes, tornadoes, power outages, etc.)

B. The Contractor shall have a high-speed efficiency notification system to be used for crisis communications. The system must be capable of efficiently sending notifications to the Agency prior to, during and after a crisis of emergency, 365 days a year, 7 days a week, 24 hours a day.

1.3.2 Performance Measures.

A. The Contractor shall deliver completed Translations within the timeframes required in the Scope of Work at a minimum standard of 95% of the time for each invoice period (weekly).

B. The Contractor shall translate and deliver Expedited Translations within the timeframes required in the Scope of Work at a minimum standard of 98% of the time for each invoice period (weekly).

C. The Contractor shall deliver written Translations that meet the Translation guidelines provided in 1.3.1.1 100% of the time.

D. The Contractor shall provide documentation of the ongoing status of a Work Order from initiation to completion 100% of the time.

E. The Contractor shall provide Culturally and Linguistically Appropriate Translations that meet the Agency's need for accurate documents 100% of the time.

F. The Contractor shall submit a staffing report that lists all individuals, including Subcontractors, who are involved in translating, proofreading, quality assurance, etc. for the Agency on the 15th day of each month 100% of the time.

G. The Contractor will timely submit accurate invoices detailing work completed for the previous work week in accordance with Submission of Invoices (1.3.1.5) and Contract Payment Methodology (1.3.3) 100% of the time.

H. The Contractor shall report in writing to the Agency within Three (3) Business Days any incidents of unauthorized disclosure of Agency data.

1.3.3 Monitoring Activities.

The Contract Manager will monitor the quantity and quality of services completed by the Contractor.

A. The Contract Manager will review all completed Translations to ensure completed within the timeframes provided in the Scope of Work by tracking the date and time the Agency sends a request for Translation to the Contractor and the date and time the Agency receives a completed Translation from the Contractor.

B. The Contract Manager will track the language requested, the word count, cost per word and total cost of each individual Translation to ensure Contractor stays on budget.

C. The Contract Manager will track the name of the individual who completed the Translation in the event of a Translation error on the part of the Contractor so the Agency can determine if the same individual has made multiple errors.

D. The Contract Manager will monitor Translations to ensure it matches the details listed on the invoice.

E. The Contract Manager will monitor each invoice for accuracy in accordance with Submission of Invoices (1.3.1.5) and Contract Payment Methodology (1.3.4).

F. Contract Manager will monitor all desktop publishing charges and Category 4 languages to ensure the Translation Procedures (1.3.1.3(D)) are met.

G. The Contract Manager will periodically pull a random-sample of completed Translations submitted by the contractor on at least a quarterly basis to ensure that culturally appropriate Translations are being submitted and that documents meet the Translation Guidelines criteria in 1.3.1.1. In the event of a Translation error on the part of the Contractor, the Contractor will remedy the error by providing a corrected document in accordance with the timeframes set for the in the Scope of Work at no additional charge to the agency.

H. The Contract Manager will review the monthly staffing report.

I. The Contract Manager will review any incidents of unauthorized disclosure of Agency data and report incidents to Agency's Information Security and Privacy Office.

1.3.4 Agency Responsibilities.

A. Within One (1) Business Day of receipt of cost estimate for Category 4 languages or any proposed desktop publishing charges, Agency will do one of the following via secure electronic mail:

1. Send authorization to the Contractor to initiate the Translation of the document into a Category 4 language.

2. Send authorization to the Contractor to start Translation Work Order that requires desktop publishing charges.

3. Submit a request to change the Work Order.

4. Submit a request to rescind Work Order.

B. In the event the Agency is unable to meet the requirements listed in 1.3.4(B) within One (1) Business Day, the Agency will notify the Contractor via electronic mail that additional time is needed to determine further action.

1.3.5 Contract Payment Methodology.

A. After the Contractor has provided all Deliverables to the Agency, the Contractor shall submit an invoice to the Agency as described in Section 1.3.1.5.

B. If the Contractor does not meet the standard for timeliness set forth in Section 1.3.1.3, the Agency may reduce the total amount of the invoice covering the affected period by 10%.

C. In the event of a Translation error on the part of the Contractor, the Contractor will be responsible for any fines or expenses incurred by the Agency as a result of the error.

D. In the event of a Translation error on the part of the Contractor, the Contractor will remedy the error by providing a corrected Translation in accordance with the timeframes set forth in the Scope of Work at no additional charge to the agency.

E. In the event of a Translation Work Order is canceled after work has begun or a change is requested by the Agency, the Contractor may charge the Agency for the job if the Translation is complete, but still within the quality assurance process.

F. In the event of a Translation Work Order is canceled after work has begun or a change is requested by the Agency, the Contractor may not charge the Agency for the job if the Translation has either not begun or not yet complete.

Section 2 Basic Information About the RFP Process

2.1 Issuing Officer.

The Issuing Officer is the sole point of contact regarding the RFP from the date of issuance until selection of the successful Bidder. The Issuing Officer for this RFP is:

Denise Dutton
Iowa Department of Human Services
Appeals Section
1305 E Walnut St 5th Floor
Des Moines, IA 50319
Phone: 515-242-6302
ddutton@dhs.state.ia.us

2.2 Restriction on Bidder Communication.

From the issue date of this RFP until announcement of the successful Bidder, the Issuing Officer is the point of contact regarding the RFP. There may be no communication regarding this RFP with any State employee other than the Issuing Officer, except at the direction of the Issuing Officer or as otherwise noted in the RFP. This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Contractor and the Agency.

The Issuing Officer will respond only to questions regarding the procurement process. Questions pertaining to the interpretation of this RFP may be submitted in accordance with the Questions, Requests for Clarification, and Suggested Changes section of this RFP.

2.3 Downloading the RFP from the Internet.

The RFP and any related documents such as amendments or attachments (collectively the “RFP”), and responses to questions will be posted at the State of Iowa’s website for bid opportunities: <http://bidopportunities.iowa.gov/>. Check this website periodically for any amendments to this RFP. The posted version of the RFP is the official version. The Agency will only be bound by the official version of the RFP document(s). Bidders should ensure that any downloaded documents are in fact the most up to date and are unchanged from the official version.

2.4 Reserved. (Online Resources)

2.5 Intent to Bid.

The Agency requests that Bidders provide their intent to bid to the Issuing Officer by the date and time in the Procurement Timetable. Email is the preferred delivery method. The intent to bid should include the Bidder's name, contact person, mailing address, email address, fax number, telephone number, and a statement of intent to submit a bid in response to this RFP. Though it is not mandatory that the Agency receive an intent to bid, the Agency will only respond to questions about the RFP that have been submitted by Bidders who have expressed their intent to bid. The Agency may cancel an RFP for lack of interest based on the number of letters of intent to bid received.

2.6 Reserved. (Bidders’ Conference)

2.7 Questions, Requests for Clarification, and Suggested Changes.

Bidders who have provided their intent to bid on the RFP are invited to submit written questions, requests for clarifications, and/or suggestions for changes to the specifications of this RFP (hereafter “Questions”) by the due

date and time provided in the Procurement Timetable. Bidders are not permitted to include assumptions in their Bid Proposals. Instead, Bidders shall address any perceived ambiguity regarding this RFP through the question and answer process. If the Questions pertain to a specific section of the RFP, the page and section number(s) must be referenced. The Agency prefers to receive Questions by email. The Bidder may wish to request confirmation of receipt from the Issuing Officer to ensure delivery.

Written responses to questions will be posted at <http://bidopportunities.iowa.gov/> by the date provided in the Procurement Timetable.

The Agency assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP. In addition, the Agency's written responses to Questions will not be considered part of the RFP. If the Agency decides to change the RFP, the Agency will issue an amendment.

2.8 Submission of Bid Proposal.

Each Bidder is responsible for ensuring that the Issuing Officer receives the Bid Proposal by the time and date specified in the Procurement Timetable at the address provided in the RFP for the Issuing Officer. The Agency will not waive this mandatory requirement. Any Bid Proposal received after this deadline will be rejected and will not be evaluated.

Bid Proposals are to be submitted in accordance with the Bid Proposal Formatting section of this RFP. Bidders mailing Bid Proposals shall allow ample mail delivery time to ensure timely receipt of their Bid Proposals. It is the Bidder's responsibility to ensure that the Bid Proposal is received prior to the deadline. Postmarking or submission to a courier by the due date shall not substitute for actual receipt of the Bid Proposal by the Agency.

2.9 Amendment to the RFP and Bid Proposal.

Each Bidder is responsible for ensuring that the Issuing Officer receives the Bid Proposal and any permitted amendments by the established deadlines at the address provided in the RFP for the Issuing Officer.

Bidders may amend a previously submitted Bid Proposal at any time before the bid submission date and time. Any such amendment must be in writing and signed by the Bidder. The Bidder shall provide the same number of copies of the amended Bid Proposal as is required for the original Bid Proposal, for both hardcopy and electronic copies, in accordance with the Bid Proposal Formatting Section.

The Agency reserves the right to amend or provide clarifications to the RFP at any time. RFP amendments will be posted to the State's website at <http://bidopportunities.iowa.gov/>. If an RFP amendment occurs after the closing date for receipt of Bid Proposals, the Agency may, in its sole discretion, allow Bidders to amend their Bid Proposals.

2.10 Withdrawal of Bid Proposal.

The Bidder may withdraw its Bid Proposal prior to the closing date for receipt of Bid Proposals by submitting a written request to withdraw to the Issuing Officer. Email and faxed requests to withdraw will not be accepted.

2.11 Costs of Preparing the Bid Proposal.

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

2.12 Rejection of Bid Proposals.

The Agency reserves the right to reject any or all Bid Proposals, in whole and in part, and to cancel this RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the Agency to award or enter into a contract.

2.13 Review of Bid Proposals.

Only Bidders that meet the mandatory requirements and are not subject to disqualification will be considered for award of a contract.

2.13.1 Mandatory Requirements.

Bidders must meet these mandatory requirements or will be disqualified and not considered for award of a contract:

- The Issuing Officer must receive the Bid Proposal, and any amendments thereof, prior to or on the due date and time (See RFP Sections 2.8 and 2.9).
- The Bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving federal funding by any federal department or agency (See RFP Additional Certifications Attachment).
- The Bidder's Cost Proposal adheres to any pricing restrictions regarding the project budget or administrative costs (See RFP Section 3.3).

2.13.2 Reasons Proposals May be Disqualified.

Bidders are expected to follow the specifications set forth in this RFP. However, it is not the Agency's intent to disqualify Bid Proposals that suffer from correctible flaws. At the same time, it is important to maintain fairness to all Bidders in the procurement process. Therefore, the Agency reserves the discretion to permit cure of variances, waive variances, or disqualify Bid Proposals for reasons that include, but may not be limited to, the following:

- Bidder initiates unauthorized contact regarding this RFP with employees other than the Issuing Officer (See RFP Section 2.2);
- Bidder fails to comply with the RFP's formatting specifications so that the Bid Proposal cannot be fairly compared to other bids (See RFP Section 3.1);
- Bidder fails, in the Agency's opinion, to include the content required for the RFP;
- Bidder fails to be fully responsive in the Bidder's Approach to Meeting Deliverables Section, states an element of the Scope of Work cannot or will not be met, or does not include information necessary to substantiate that it will be able to meet the Scope of Work specifications (See RFP Section 3.2.3);
- Bidder's response materially changes Scope of Work specifications;
- Bidder fails to submit the RFP attachments containing all signatures (See RFP Section 3.2.6);
- Bidder marks entire Bid Proposal confidential, makes excessive claims for confidential treatment, or identifies pricing information in the Cost Proposal as confidential (See RFP Section 3.1);
- Bidder includes assumptions in its Bid Proposal (See RFP Section 2.7); or
- Bidder fails to respond to the Agency's request for clarifications, information, documents, or references that the Agency may make at any point in the RFP process.
- Bidder is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code §12J.3. This list is maintained by the Iowa Public Employees' Retirement System. The list is currently found here: <https://www.ipers.org/about-us/investments/restrictions-regarding-companies-boycotting-israel#main-content>.

The determination of whether or not to disqualify a proposal and not consider it for award of a contract for any of these reasons, or to waive or permit cure of variances in Bid Proposals, is at the sole discretion of the Agency. No Bidder shall obtain any right by virtue of the Agency's election to not exercise that discretion. In the event the Agency waives or permits cure of variances, such waiver or cure will not modify the RFP specifications or excuse the Bidder from full compliance with RFP specifications or other contract requirements if the Bidder enters into a contract.

2.14 Bid Proposal Clarification Process.

The Agency may request clarifications from Bidders for the purpose of resolving ambiguities or questioning information presented in the Bid Proposals. Clarifications may occur throughout the Bid Proposal evaluation process. Clarification responses shall be in writing and shall address only the information requested. Responses shall be submitted to the Agency within the time stipulated at the occasion of the request.

2.15 Verification of Bid Proposal Contents.

The contents of a Bid Proposal submitted by a Bidder are subject to verification.

2.16 Reference Checks.

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

2.17 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, and the Bidder's authority and ability to conduct business in the State of Iowa. Such other sources may include subject matter experts.

2.18 Criminal History and Background Investigation.

The Agency reserves the right to conduct criminal history and other background investigations of the Bidder, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the Bidder for the performance of the resulting contract. The Agency reserves the right to conduct criminal history and other background investigations of the Bidder's staff and Subcontractors providing services under the resulting contract.

2.19 Disposition of Bid Proposals.

Opened Bid Proposals become the property of the Agency and will not be returned to the Bidder. Upon issuance of the Notice of Intent to Award, the contents of all Bid Proposals will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code chapter 22 or other applicable law.

2.20 Public Records and Request for Confidential Treatment.

Original information submitted by a Bidder may be treated as public information by the Agency following the conclusion of the selection process unless the Bidder properly requests that information be treated as confidential at the time of submitting the Bid Proposal. See the Bid Proposal Formatting Section for the proper method for making such requests. The Agency's release of information is governed by Iowa Code chapter 22. Bidders are encouraged to familiarize themselves with Chapter 22 before submitting a Bid Proposal. The Agency will copy public records as required to comply with public records laws.

The Agency will treat the information marked confidential as confidential information to the extent such information is determined confidential under Iowa Code chapter 22 or other applicable law by a court of competent jurisdiction. However, the Bidder shall certify by signing and returning RFP Attachment B its understanding that any Agency references to Bid Proposal information marked confidential made during the evaluation process may become part of the public domain

In the event the Agency receives a request for information marked confidential, written notice shall be given to the Bidder seventy-two (72) hours prior to the release of the information to allow the Bidder to seek injunctive relief pursuant to Iowa Code § 22.5 or 22.8.

The Bidder's failure to request confidential treatment of material pursuant to this section and the relevant law will be deemed, by the Agency and State personnel, as a waiver of any right to confidentiality that the Bidder may have had.

2.21 Copyrights.

By submitting a Bid Proposal, the Bidder agrees that the Agency may copy the Bid Proposal for purposes of facilitating the evaluation of the Bid Proposal or to respond to requests for public records. By submitting a Bid Proposal, the Bidder acknowledges that additional copies may be produced and distributed, and represents and warrants that such copying does 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 Bid Proposals.

2.22 Release of Claims.

By submitting a Bid Proposal, the Bidder agrees that it shall 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 as intended by this RFP.

2.23 Reserved. (Presentations)

2.24 Notice of Intent to Award.

Notice of Intent to Award will be sent to all Bidders that submitted a Bid Proposal by the due date and time. The Notice of Intent to Award does not constitute the formation of a contract between the Agency and the apparent successful Bidder.

2.25 Acceptance Period.

The Agency shall make a good faith effort to negotiate and execute the contract. If the apparent successful Bidder fails to negotiate and execute a contract, the Agency may, in its sole discretion, revoke the Notice of Intent to Award and negotiate a contract with another Bidder or withdraw the RFP. The Agency further reserves the right to cancel the Notice of Intent to Award at any time prior to the execution of a written contract.

2.26 Review of Notice of Disqualification or Notice of Intent to Award Decision.

Bidders may request reconsideration of either a notice of disqualification or notice of intent to award decision by submitting a written request to the Agency:

Bureau Chief
c/o Bureau of Service Contract Support
Department of Human Services
Hoover State Office Building, 1st Floor
1305 E. Walnut Street
Des Moines, Iowa 50319-0114
email: reconsiderationrequest@dhs.state.ia.us

The Agency must receive the written request for reconsideration within five days from the date of the notice of disqualification or notice of intent to award decision, whichever is earlier. The written request may be mailed, emailed, or delivered. It is the Bidder's responsibility to assure timely delivery of the request for reconsideration. The request for reconsideration shall clearly and fully identify all issues being contested by reference to the page and section number of the RFP. If a Bidder submitted multiple Bid Proposals and requests that the Agency reconsider a notice of disqualification or notice of intent to award decision for more than one Bid Proposal, a separate written request shall be submitted for each. At the Agency's discretion, requests for reconsideration from the same Bidder may be reviewed separately or combined into one response. The Agency will expeditiously address the request for reconsideration and issue a decision. The Bidder may choose to file an appeal with the Agency within five days of the date of the decision on reconsideration in accordance with 441 IAC 7.41 et seq.

2.27 Definition of Contract.

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

2.28 Choice of Law and Forum.

This RFP and the resulting contract are governed by the laws of the State of Iowa without giving effect to the conflicts of law provisions thereof. Changes in applicable laws and rules may affect the negotiation and contracting process and the resulting contract. Bidders are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought and maintained in the appropriate Iowa forum.

2.29 Restrictions on Gifts and Activities.

Iowa Code chapter 68B restricts gifts that may be given or received by state employees and requires certain individuals to disclose information concerning their activities with state government. Bidders must determine the applicability of this Chapter to their activities and comply with the requirements. In addition, pursuant to Iowa Code § 722.1, it is a felony offense to bribe or attempt to bribe a public official.

2.30 Exclusivity.

Any contract resulting from this RFP shall not be an exclusive contract.

2.31 No Minimum Guaranteed.

The Agency anticipates that the selected Bidder will provide services as requested by the Agency. The Agency does not guarantee that any minimum compensation will be paid to the Bidder or any minimum usage of the Bidder's services.

2.32 Use of Subcontractors.

The Agency acknowledges that the selected Bidder may contract with third parties for the performance of any of the Contractor's obligations. The Agency reserves the right to provide prior approval for any Subcontractor used to perform services under any contract that may result from this RFP.

2.33 Bidder Continuing Disclosure Requirement.

To the extent that Bidders are required to report incidents when responding to this RFP related to damages, penalties, disincentives, administrative or regulatory proceedings, founded child or dependent adult abuse, or felony convictions, these matters are subject to continuing disclosure to the Agency. Incidents occurring after submission of a Bid Proposal, and with respect to the successful Bidder after the execution of a contract, shall be disclosed in a timely manner in a written statement to the Agency. For purposes of this subsection, timely means within thirty (30) days from the date of conviction, regardless of appeal rights.

Section 3 How to Submit A Bid Proposal: Format and Content Specifications

These instructions provide the format and technical specifications of the Bid Proposal and are designed to facilitate the submission of a Bid Proposal that is easy to understand and evaluate.

3.1 Bid Proposal Formatting.

| Subject | Specifications |
|---|--|
| Paper Size | 8.5" x 11" paper (one side only). Charts or graphs may be provided on legal-sized paper. |
| Font | Bid Proposals must be typewritten. The font must be 11 point or larger (excluding charts, graphs, or diagrams). Acceptable fonts include Times New Roman, Calibri and Arial. |
| | Reserved. (Page Limits) |
| Pagination | All pages in Proposal Tabs 1-5 are to be sequentially numbered from beginning to end (do not number these Proposal sections independently of each other). The contents in Proposal Tab 6 may be numbered independently of other sections. |
| Bid Proposal General Composition | <ul style="list-style-type: none"> • Bid Proposals shall be divided into two parts: Technical Proposal and Cost Proposal. • Technical Proposals submitted in multiple volumes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. • Bid Proposals must be bound and use tabs to label sections. |
| Envelope Contents and Labeling | <ul style="list-style-type: none"> • Envelopes shall be addressed to the Issuing Officer. • The envelope containing the original Bid Proposal shall be labeled "original" and each envelope containing a copy of the Bid Proposal shall be labeled "copy." Each envelope must be numbered to correspond with the number of copies of Proposals. • The Technical and Cost Proposals must be packaged separately with each copy in its own envelope. All envelopes may be included in the same box |
| Number of Hard Copies | Submit one (1) original hard copy of the Proposal and 5 identical copies of the original. The original hard copy must contain original signatures. |
| USB Flash Drive | <ul style="list-style-type: none"> • The Technical Proposal and Cost Proposal must be provided on separate USB flash drives. The USB flash drives must be placed in the envelope with the original Bid Proposal. • The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents. |
| Request for Confidential Treatment | <p>Requests for confidential treatment of any information in a Bid Proposal must meet these specifications:</p> <ul style="list-style-type: none"> • The Bidder will complete the appropriate section of the Primary Bidder Detail Form & Certification which requires the specific statutory citation supporting the request for confidential treatment and an explanation of why disclosure of the information is not in the best interest of the public. • The Bidder shall submit one (1) complete paper copy of the Bid Proposal from which confidential information has been redacted. This copy shall be clearly labeled on the cover as a "public copy", and each page upon which confidential information appears shall be conspicuously marked as containing confidential information. The confidential material shall be redacted in such a way as to allow the public to determine the general nature of the material removed. To the extent possible, pages should be redacted sentence by sentence unless all material on a page is clearly confidential under the law. The Bidder shall not identify the entire Bid Proposal as confidential. |

| Subject | Specifications |
|--|---|
| | <ul style="list-style-type: none"> • The Cost Proposal will be part of the ultimate contract entered into with the successful Bidder. Pricing information may not be designated as confidential material. However, Cost Proposal supporting materials may be marked confidential if consistent with applicable law. • The transmittal letter may not be marked confidential. • The Bidder shall submit a USB flash drive containing an electronic copy of the Bid Proposal from which confidential information has been redacted. This USB flash drive shall be clearly marked as a “public copy”. • The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents. |
| Exceptions to RFP/Contract Language | <p>If the Bidder objects to any term or condition of the RFP or attached Sample Contract, specific reference to the RFP page and section number shall be made in the Primary Bidder Detail & Certification Form. In addition, the Bidder shall set forth in its Bid Proposal the specific language it proposes to include in place of the RFP or contract provision and cost savings to the Agency should the Agency accept the proposed language.</p> <p>The Agency reserves the right to either execute a contract 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.</p> |

3.2 Contents and Organization of Technical Proposal.

This section describes the information that must be in the Technical Proposal. Bid Proposals should be organized into sections **in the same order provided here**. Hard copies of Bid Proposals should use tabs to separate each section. If a Bidder chooses to provide information in attachments to respond to any section below, please create a new tabbed attachment section immediately behind the applicable section. For example, to add attachments related to information asked for in Section 3.2.3 Information to Include Behind Tab 3: Bidder’s Approach to Meeting Deliverables, the Bidder would create a new tab in the Technical Proposal that is called Tab 3 Attachments and place the attachment(s) there. The Bidder would follow suit by creating new tabbed sections for attachments created to respond to any other section below in their bid proposal

3.2.1 Information to Include Behind Tab 1: Transmittal Letter.

The transmittal letter serves as a cover letter for the Technical Proposal. It must consist of an executive summary that briefly reviews the strengths of the Bidder and key features of its proposed approach to meet the specifications of this RFP.

3.2.2 Information to Include Behind Tab 2: Proposal Table of Contents.

The Bid Proposal must contain a table of contents.

3.2.3 Information to Include Behind Tab 3: Bidder’s Approach to Meeting Deliverables.

The Bidder shall address each Deliverable that the successful contractor will perform as listed in Section 1.3, Scope of Work, by first restating the Deliverable from the RFP and then detailing the Bidder’s planned approach to meeting each contractor Deliverable immediately after the restated text. Bid responses should provide sufficient detail so that the Agency can understand and evaluate the Bidder’s approach, and should not merely repeat the Deliverable.

Bidders are given wide latitude in the degree of detail they offer or the extent to which they reveal plans, designs, examples, processes, and procedures. Bidders do not need to address any responsibilities that are specifically designated as Agency responsibilities.

Note:

- Responses to Deliverables shall be in the same sequence as presented in the RFP.
- Bid Proposals shall identify any deviations from the specifications the Bidder cannot satisfy.
- Bid Proposals shall not contain promotional or display materials unless specifically required.

If a Bidder proposes more than one method of meeting the RFP requirements, each method must be drafted and submitted as separate Bid Proposals. Each will be evaluated separately.

Information Bidders Must Submit That is Specific to This RFP.

The Agency is requesting the following information in addition to the contents immediately above.

Bidders shall provide a written workflow of the Translation process from receipt of a Work Order from the Agency to completion of a Translation and return to the Agency, including any formatting or desktop publishing services that must be conducted to return the Translation to the Agency in the same format as the original document.

Bidders are required to provide three examples of documents that have previously been translated for another entity. The bidder shall provide an example of the source document and the Translation into the target language. The bidder shall send an example for Spanish, Bosnian and German.

Bidder shall provide a sample of a staffing report that lists all individuals, including Subcontractors, who are involved in translating, proofreading, quality assurance, etc.

Bidders shall describe any online system which would allow the Agency to order Translation services or monitor the progress of Translations in process. Bidder shall provide screenshots of online system.

Bidders shall complete and submit Attachment F: Vendor Security Questionnaire.

3.2.4 Information to Include Behind Tab 4: Bidder's Experience.

3.2.4.1 Level of technical experience in providing the types of services sought by the RFP.

3.2.4.2 Description of all services similar to those sought by this RFP that the Bidder has provided to the Agency and other businesses or governmental entities within the last twenty-four (24) months.

For each similar service, provide a matrix detailing:

- A. Project title;
- B. Project role (primary contractor or Subcontractor);
- C. Name of client agency or business;
- D. General description of the scope of work;
- E. Start and end dates of contract for services as originally entered into between the parties;
- F. If the contract was terminated for any reason before completion of all obligations under the contract provisions, detail the reason(s) for the termination;
- G. Contract value;
- H. Whether the services were provided timely and within budget;
- I. Any damages, penalties, disincentives assessed, or payments withheld, or anything of value traded or given up by the Bidder that were valued at or above \$500,000. Include the estimated cost assessed against the Bidder for the incident with the details of the occurrence;

- J. List administrative or regulatory proceedings or adjudicated matters related to this service to which the Bidder has been a party;
- K. Whether the Bidder has been debarred or suspended from federally-funded healthcare programs by any state or the federal government; and
- L. Contact information for the client's project manager including address, telephone number, and email address.

3.2.4.3 Letters of reference from three (3) of the Bidder's previous clients knowledgeable of the Bidder's performance in providing services similar to those sought in this RFP, including a contact person, telephone number, and email address for each reference. It is preferred that letters of reference are provided for services that were procured in a competitive environment. Form letters of reference that do not elaborate on the Bidder's performance under the specific relationships addressed in the reference letter may negatively impact the Bidder's evaluation/score. Persons who are currently employed by the Agency are not eligible to be references.

3.2.4.4 Description of experience managing Subcontractors, if the Bidder proposes to use Subcontractors.

3.2.5 Information to Include Behind Tab 5: Personnel.

The Bidder shall provide the following information regarding personnel:

3.2.5.1 Tables of Organization.

Illustrate the lines of authority in two tables:

- One showing overall operations
- One showing staff who will provide services under the RFP

3.2.5.2 Names and Credentials of Key Corporate Personnel.

- Include the names and credentials of the owners and executives of your organization and, if applicable, their roles on this project.
- Include names of the current board of directors, or names of all partners, as applicable.
- Include resumes for all key corporate, administrative, and supervisory personnel who will be involved in providing the services sought by this RFP. The resumes should include: name, education, years of experience, and employment history, particularly as it relates to the scope of services specified herein. Resumes shall not include social security numbers.

3.2.5.3 Information About Project Manager and Key Project Personnel.

- Include names and credentials for the project manager and any additional key project personnel who will be involved in providing services sought by this RFP. Include resumes for these personnel. The resumes shall include: name, education, and years of experience and employment history, particularly as it relates to the scope of services specified herein. Resumes shall also include the percentage of time the person would be specifically dedicated to this project on a monthly basis, if the Bidder is selected as the successful Bidder. Resumes should not include social security numbers.
- Include the project manager's experience managing Subcontractor staff if the Bidder proposes to use Subcontractors.

3.2.5.4 Disclosures.

List any details of whether the Bidder or any owners, officers, primary partners, staff providing services or any owners, officers, primary partners, or staff providing services of any Subcontractor who may be involved with providing the services sought in this RFP, have ever had a founded child or dependent adult abuse report, or been convicted of a felony.

3.2.6 Information to Include Behind Tab 6: RFP Forms.

The forms listed below are attachments to this RFP. Fully complete and return these forms behind Tab 6:

- Release of Information Form

- Primary Bidder Detail & Certification Form
- Subcontractor Disclosure Form (one for each proposed Subcontractor)
- Certification and Disclosure Regarding Lobbying

3.2.7 Reserved. (Financial Statements)

3.3 Cost Proposal.

Pricing Restrictions.

Contract Budget.

The Agency is limiting the funding that is available for these services. Cost proposals may not exceed \$1,575,000 for the entire term of the contract, including any contract extension years as follows:

- Initial Contract Term: \$200,000
- Optional Contract Extension One: \$225,000
- Optional Contract Extension Two: \$250,000
- Optional Contract Extension Three: \$275,000
- Optional Contract Extension Four: \$300,000
- Optional Contract Extension Five: \$325,000

Content and Format.

The Bidder shall provide the following information in the Cost Proposal:

The bidder shall complete the cost proposal form uploaded to the Bid Opportunities website with this procurement using Microsoft Excel. The document shall be returned as the bidder's cost proposal.

The cost proposal consists of three tabs. Bidder shall complete the Cost Proposal tab only. Each bidder must provide a price for each language in the Cost Proposal chart as well as the desktop publishing hourly rate to receive consideration for an award. Minimum charges per Translation request will not be considered.

The Scoring tab will calculate the weighted average for scoring. The spreadsheet will automatically determine the cost of a 2,500 word document based on the cost per word entered by the Bidder on the Cost Proposal tab. As noted on the chart, the Agency will compare various bidders' cost proposals based on the "Weighted Averages" value and the desktop publishing score. The "Weighted Averages" is calculated based on the cost for translating a 2,500 word document multiplied by the value displayed in the Percentage of DHS Translations column. Each bidder must provide a price for each language and an hourly desktop publishing charge to receive consideration for an award.

The Past Use tab is provided as a courtesy to bidders to show the number and percentage of Translations requested for each language over the past five (5) fiscal years. This tab also shows the cost paid for Translation services in each fiscal year broken down by language and represents how the Percentage of DHS Translations information was determined.

Section 4 Evaluation Of Bid Proposals

4.1 Introduction.

This section describes the evaluation process that will be used to determine which Bid Proposal provides the greatest benefit to the Agency. When making this determination, the Agency will not necessarily award a contract to the Bidder offering the lowest cost to the Agency or to the Bidder with the highest point total. Rather, a contract will be awarded to the Bidder that offers the greatest benefit to the Agency.

4.2 Evaluation Committee.

The Agency intends to conduct a comprehensive, fair, and impartial evaluation of Bid Proposals received in response to this RFP. In making this determination, the Agency will be represented by an evaluation committee.

4.3 Proposal Scoring and Evaluation Criteria.

The evaluation committee will use the method described in this section to assist with initially determining the relative merits of each Bid Proposal.

Scoring Guide.

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

| | |
|---|---|
| 4 | Bidder has agreed to comply with the requirements and provided a clear and compelling description of how each requirement would be met, with relevant supporting materials. Bidder’s proposed approach frequently goes above and beyond the minimum requirements and indicates superior ability to serve the needs of the Agency. |
| 3 | Bidder has agreed to comply with the requirements and provided a good and complete description of how the requirements would be met. Response clearly demonstrates a high degree of ability to serve the needs of the Agency. |
| 2 | Bidder has agreed to comply with the requirements and provided an adequate description of how the requirements would be met. Response indicates adequate ability to serve the needs of the Agency. |
| 1 | Bidder has agreed to comply with the requirements and provided some details on how the requirements would be met. Response does not clearly indicate if all the needs of the Agency will be met. |
| 0 | Bidder has not addressed any of the requirements or has provided a response that is limited in scope, vague, or incomplete. Response did not provide a description of how the Agency’s needs would be met. |

Technical Proposal Components.

When Bid Proposals are evaluated, the total points for each component are comprised of the component’s assigned weight multiplied by the score the Bid Proposal earns. Points for all components will be added together. The evaluation components, including maximum points that may be awarded, are as follows:

| <u>Technical Proposal Components</u> | <u>Weight</u> | <u>Score (0-4)</u> | <u>Potential Maximum Points</u> |
|---|---------------|--------------------|---------------------------------|
| Bidder's Approach to Meeting Deliverables – Section 3.2.3 | | | |
| Ability to Comply With Translation Guidelines (Section 1.3.1.1) | 200 | ----- | 800 |
| Ability to Translate Requested Languages and Meet Stated Timeframes (Section 1.3.1.2 and 1.3.1.3) | 350 | ----- | 1,400 |
| Translation Team Criteria and Credentials (Section 1.3.1.4) | 300 | ----- | 1,200 |
| Ability to Comply with Translation Procedure Requirements (Section 1.3.1.5) | 150 | ----- | 600 |
| Data and Security System Requirements (Section 1.3.1.8) | 100 | ----- | 400 |
| Emergency Management Plan (Section 1.3.1.11) | 100 | ----- | 400 |
| Written Workflow of Translation Process (Section 3.2.3) | 100 | ----- | 400 |
| Online System for Ordering Translation Services and Monitoring Progress of Services (Section 3.2.3) | 100 | ----- | 400 |
| Experience – Section 3.2.4 | | | |
| Description of Technical Experience (Section 3.2.4.1) | 250 | ----- | 1,000 |
| Experience with Similar Services (Section 3.2.4.2) | 300 | ----- | 1,200 |
| Description of Key Corporate Personnel, Project Manager and Other Project Personnel (Section 3.2.5) | 200 | ----- | 800 |
| References (Section 3.2.4.3) | 150 | ----- | 600 |
| Experience Managing Subcontractors (Section 3.2.4.4) | 200 | ----- | 800 |
| Total | 2,500 | ----- | 10,000 |

Scoring of Cost Proposal Pricing.

Cost proposal pricing will be scored as described below. Bidder total cost proposal pricing score will be figured by adding together the bidder's individual scores for Component 1: Written Translation Costs and Component 2: Desktop Publishing Costs.

The following formula will be used to determine scoring based on available points for each component:

Pricing will be scored using the ratio of the lowest Cost Proposal component versus the cost of each higher priced component in each bidder's Cost Proposal. Under this formula, the lowest Cost Proposal component receives all of the points assigned. A Cost Proposal twice as expensive as the lowest Cost Proposal component would earn half of the available points for this component. The formula is:

Weighted Cost Score = (price of lowest Cost Proposal component/price of each higher priced Cost Proposal component) X available points

Points Assigned to Cost Proposal: 3,000 Total

Component 1: Written Translation Costs = 2,500 points

Component 2: Desktop Publishing Costs = 500 points

Total Points Possible for Technical and Cost Proposals: 13,000

4.4 Top Three Scoring of Translation Samples and Vendor Security Questionnaire.

A. After all bids are scored for the technical and cost proposal criteria, the Translation samples provided by the top three (3) bidders will be reviewed and scored. The samples provided by the bidders in the target language of Spanish, Bosnian and German and the English source document for each Translation will be reviewed to ensure the bidder provides Culturally and Linguistically Appropriate Translations that will meet the Agency's Translation guidelines as required in Section 1.3.1.7.

Total Points Assigned to Translation Samples: 500

Each bidder will be given a score. If the bidder's samples meets all requirements of Section 1.3.1.7, the bidder will be awarded 500 points.

If the bidder's samples partially meets the requirements of Section 1.3.1.7, the bidder will be awarded 250 points.

If the bidder's samples fail to meet the requirements of Section 1.3.1.7, the bidder will be awarded 0 points.

B. The Vendor Security Questionnaire provided by the top three (3) bidders will be reviewed and scored by the Agency's Information Security and Privacy Office to ensure data and security system requirements in Section 1.3.1.8 are met.

Total Points Assigned to Vendor Security Questionnaire: 500

Each bidder will be given a score. If the Vendor Security Questionnaire meets all requirements of Section 1.3.1.8, the bidder will be awarded 500 points.

If the Vendor Security Questionnaire partially meets the requirements of Section 1.3.1.8, the bidder will be awarded 250 points.

If the Vendor Security Questionnaire fails to meet the requirements of Section 1.3.1.8, the bidder will be awarded 0 points.

C. Points awarded to bidder for Translation samples and Vendor Security Questionnaire will be added to the Technical and Cost Proposal score.

Total Points for Technical, Cost Proposal, Translation Sample and Vendor Security Questionnaire: 14,000

4.5 Recommendation of the Evaluation Committee.

The evaluation committee shall present a final ranking and recommendation(s) to the Division Administrator of Field Operations for consideration. In making this recommendation, the committee is not bound by any scores or scoring system used to assist with initially determining the relative merits of each Bid Proposal. This recommendation may include, but is not limited to, the name of one or more Bidders recommended for selection or a recommendation that no Bidder be selected. The Division Administrator of Field Operations shall consider the committee's recommendation when making the final decision, but is not bound by the recommendation.

Attachment A: Release of Information
(Return this completed form behind Tab 6 of the Bid Proposal.)

_____ (name of Bidder) hereby authorizes any person or entity, public or private, having any information concerning the Bidder's background, including but not limited to its performance history regarding its prior rendering of services similar to those detailed in this RFP, to release such information to the Agency.

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 Agency or may otherwise hurt its reputation or operations. The Bidder is willing to take that risk. The Bidder agrees to release all persons, entities, the Agency, and the State of Iowa from any liability whatsoever that may be incurred in releasing this information or using this information.

Printed Name of Bidder Organization

Signature of Authorized Representative

Date

Printed Name

Attachment B: Primary Bidder Detail & Certification Form

(Return this completed form behind Tab 6 of the Proposal. If a section does not apply, label it “not applicable”.)

| Primary Contact Information (individual who can address issues re: this Bid Proposal) | |
|--|----------|
| Name: | |
| Address: | |
| Tel: | |
| Fax: | |
| E-mail: | |
| Primary Bidder Detail | |
| Business Legal Name (“Bidder”): | |
| “Doing Business As” names, assumed names, or other operating names: | |
| Parent Corporation Name and Address of Headquarters, if any: | |
| Form of Business Entity (i.e., corp., partnership, LLC, etc.): | |
| State of Incorporation/organization: | |
| Primary Address: | |
| Tel: | |
| Local Address (if any): | |
| Addresses of Major Offices and other facilities that may contribute to performance under this RFP/Contract: | |
| Number of Employees: | |
| Number of Years in Business: | |
| Primary Focus of Business: | |
| Federal Tax ID: | |
| DUNS #: | |
| Bidder’s Accounting Firm: | |
| If Bidder is currently registered to do business in Iowa, provide the Date of Registration: | |
| Do you plan on using Subcontractors if awarded this Contract? {If “YES,” submit a Subcontractor Disclosure Form for each proposed Subcontractor.} | |
| | (YES/NO) |

| Request for Confidential Treatment (See Section 3.1) | | |
|---|--|---|
| Check Appropriate Box: <input type="checkbox"/> Bidder Does Not Request Confidential Treatment of Bid Proposal <input type="checkbox"/> Bidder Requests Confidential Treatment of Bid Proposal | | |
| Location in Bid Proposal (Tab/Page) | Specific Grounds in Iowa Code Chapter 22 or Other Applicable Law Which Supports Treatment of the Information as Confidential | Justification of Why Information Should Be Kept in Confidence and Explanation of Why Disclosure Would Not Be in The Best Interest of the Public |
| | | |

| Exceptions to RFP/Contract Language (See Section 3.1) | | | |
|---|--|--|---|
| RFP Section and Page | Language to Which Bidder Takes Exception | Explanation and Proposed Replacement Language: | Cost Savings to the Agency if the Proposed Replacement Language is Accepted |
| | | | |

PRIMARY BIDDER CERTIFICATIONS

1. BID PROPOSAL CERTIFICATIONS. By signing below, Bidder certifies that:

- 1.1 Bidder specifically stipulates that the Bid Proposal is predicated upon the acceptance of all terms and conditions stated in the RFP and the Sample Contract without change except as otherwise expressly stated in the Primary Bidder Detail & Certification Form. Objections or responses shall not materially alter the RFP. All changes to proposed contract language, including deletions, additions, and substitutions of language, must be addressed in the Bid Proposal. The Bidder accepts and shall comply with all Contract Terms and Conditions contained in the Sample Contract without change except as set forth in the Contract;
- 1.2 Bidder has reviewed the Additional Certifications, which are incorporated herein by reference, and by signing below represents that Bidder agrees to be bound by the obligations included therein;
- 1.3 Bidder has received any amendments to this RFP issued by the Agency;
- 1.4 No cost or pricing information has been included in the Bidder’s Technical Proposal;
- 1.5 If Bidder requests confidential treatment of any information submitted in its Proposal, the Bidder expressly acknowledges and agrees that the Agency’s evaluation document(s) may reference information of which the Bidder requested confidential treatment in the Bid Proposal. These Agency evaluation documents may then be in the public domain and be open to inspection by interested parties upon the Agency’s issuance of a Notice of Intent to Award. The Agency will not redact information or references to information in evaluation documents even in instances which a Bidder requested confidential treatment in the Bid Proposal; and,
- 1.6 The person signing this Bid Proposal certifies that he/she is the person in the Bidder’s organization responsible for, or authorized to make decisions regarding the prices quoted and, Bidder guarantees the availability of the services offered and that all Bid Proposal terms, including price, will remain firm until a contract has been executed for the services contemplated by this RFP or one year from the issuance of this RFP, whichever is earlier.

2. SERVICE AND REGISTRATION CERTIFICATIONS. By signing below, Bidder certifies that:

- 2.1 Bidder certifies that the Bidder’s organization has sufficient personnel and resources available to provide all services proposed by the Bid Proposal, and such resources will be available on the date the RFP states services are to begin. Bidder guarantees personnel proposed to provide services will be the personnel providing the services unless prior approval is received from the Agency to substitute staff;
- 2.2 Bidder certifies that if the Bidder is awarded the contract and plans to utilize Subcontractors at any point to perform any obligations under the contract, the Bidder will (1) notify the Agency in writing prior to use of the Subcontractor, and (2) apply all restrictions, obligations, and responsibilities of the resulting contract between the Agency and contractor to the Subcontractors through a subcontract. The contractor will remain responsible for all Deliverables provided under this contract;
- 2.3 Bidder either is currently registered to do business in Iowa or agrees to register if Bidder is awarded a Contract pursuant to this RFP;
- 2.4 Bidder certifies it is either: 1) registered or will become registered with the Iowa Department of Revenue to collect and remit Iowa sales and use taxes as required by Iowa Code chapter 423; or 2) not a “retailer” of a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Bidder also acknowledges that the Agency may declare the Bid Proposal void if the above certification is false. Bidders may register with the Department of Revenue online at: <http://www.state.ia.us/tax/business/business.html>; and,
- 2.5 Bidder certifies it will comply with Davis-Bacon requirements if applicable to the resulting contract.

3. EXECUTION.

By signing below, I certify that I have the authority to bind the Bidder to the specific terms, conditions and technical specifications required in the Agency’s Request for Proposals (RFP) and offered in the Bidder’s Proposal. I understand that by submitting this Bid Proposal, the Bidder agrees to provide services described herein which meet or exceed the specifications of the Agency’s RFP unless noted in the Bid Proposal and at the prices quoted by the Bidder. The Bidder has not participated, and will not participate, in any action contrary to the anti-competitive obligations outlined in the Additional Certifications. I certify that the contents of the Bid Proposal are true and accurate and that the Bidder has not made any knowingly false statements in the Bid Proposal.

| | |
|----------------------------|--|
| Signature: | |
| Printed Name/Title: | |
| Date: | |

Attachment C: Subcontractor Disclosure Form

*(Return this completed form behind Tab 6 of the Bid Proposal. Fully complete a form for **each** proposed Subcontractor. If a section does not apply, label it “not applicable.” If the Bidder does not intend to use Subcontractor(s), this form does not need to be returned.)*

| | |
|---|--|
| Primary Bidder (“Primary Bidder”): | |
| Subcontractor Contact Information (individual who can address issues re: this RFP) | |
| Name: | |
| Address: | |
| Tel: | |
| Fax: | |
| E-mail: | |

| | |
|--|--|
| Subcontractor Detail | |
| Subcontractor Legal Name (“Subcontractor”): | |
| “Doing Business As” names, assumed names, or other operating names: | |
| Form of Business Entity (i.e., corp., partnership, LLC, etc.) | |
| State of Incorporation/organization: | |
| Primary Address: | |
| Tel: | |
| Fax: | |
| Local Address (if any): | |
| Addresses of Major Offices and other facilities that may contribute to performance under this RFP/Contract: | |
| Number of Employees: | |
| Number of Years in Business: | |
| Primary Focus of Business: | |
| Federal Tax ID: | |
| Subcontractor’s Accounting Firm: | |
| If Subcontractor is currently registered to do business in Iowa, provide the Date of Registration: | |
| Percentage of Total Work to be performed by this Subcontractor pursuant to this RFP/Contract. | |
| General Scope of Work to be performed by this Subcontractor | |
| | |
| Detail the Subcontractor’s qualifications for performing this scope of work | |
| | |

By signing below, Subcontractor agrees to the following:

1. Subcontractor has reviewed the RFP, and Subcontractor agrees to perform the work indicated in this Bid Proposal if the Primary Bidder is selected as the winning Bidder in this procurement;
2. Subcontractor has reviewed the Additional Certifications and by signing below confirms that the Certifications are true and accurate and Subcontractor will comply with all such Certifications;
3. Subcontractor recognizes and agrees that if the Primary Bidder enters into a contract with the Agency as a result of this RFP, all restrictions, obligations, and responsibilities of the contractor under the contract shall also apply to the Subcontractor;
4. Subcontractor agrees that it will register to do business in Iowa before performing any services pursuant to this contract, if required to do so by Iowa law; and,
5. Subcontractor certifies that it will comply with Davis-Bacon requirements if applicable to the resulting contract.

The person signing this Subcontractor Disclosure Form certifies that he/she is the person in the Subcontractor's organization responsible for or authorized to make decisions regarding the prices quoted and the Subcontractor has not participated, and will not participate, in any action contrary to the anti-competitive obligations outlined in the Additional Certifications.

I hereby certify that the contents of the Subcontractor Disclosure Form are true and accurate and that the Subcontractor has not made any knowingly false statements in the Form.

| | |
|-------------------------------------|--|
| Signature for Subcontractor: | |
| Printed Name/Title: | |
| Date: | |

Attachment D: Additional Certifications
(Do not return this page with the Bid Proposal.)

1. CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submission of a Bid Proposal, the Bidder certifies (and in the case of a joint proposal, each party thereto certifies) that:

1. The Bid Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant of the Agency who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee;
2. The Bid Proposal 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 in the Bid Proposal has not been knowingly disclosed by the Bidder and will not knowingly be disclosed prior to the award of the contract, directly or indirectly, to any other Bidder;
4. No attempt has been made or will be made by the Bidder to induce any other Bidder to submit or not to submit a Bid Proposal for the purpose of restricting competition;
5. No relationship exists or will exist during the contract period between the Bidder and the Agency that interferes with fair competition or is a conflict of interest.
6. The Bidder and any of the Bidder's proposed Subcontractors have no other contractual relationships which would create an actual or perceived conflict of interest.

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

By signing and submitting this Bid Proposal, the Bidder is providing the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The Bidder shall provide immediate written notice to the person to whom this Bid Proposal is submitted if at any time the Bidder learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
4. The Bidder agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency or agency with which this transaction originated.
5. The Bidder further agrees by submitting this Proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND/OR VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

1. The Bidder certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the Bidder is unable to certify to any of the statements in this certification, such Bidder shall attach an explanation to this Proposal.

4. CERTIFICATION OF COMPLIANCE WITH PRO-CHILDREN ACT OF 1994

By signing and submitting this Bid Proposal, the Bidder is providing the certification set out below:

The Bidder must comply with Public Law 103-227, Part C Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed.

The Bidder further agrees that the above language will be included in any subawards that contain provisions for children's services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1000 per day.

5. CERTIFICATION REGARDING DRUG FREE WORKPLACE

1. **Requirements for Contractors Who are Not Individuals.** If the Bidder is not an individual, by signing and submitting this Bid Proposal the Bidder agrees to provide a drug-free workplace by:
 - a. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

- b. establishing a drug-free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the person's policy of maintaining a drug-free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon employees for drug abuse violations;
 - c. making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph (a);
 - d. notifying the employee in the statement required by subparagraph (a), that as a condition of employment on such contract, the employee will:
 - (1) abide by the terms of the statement; and
 - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
 - e. notifying the contracting agency within 10 days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
 - f. imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and
 - g. making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f).
2. **Requirement for Individuals.** If the Bidder is an individual, by signing and submitting this Bid Proposal the Bidder agrees to not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.
3. **Notification Requirement.** The Bidder shall, within 30 days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 701(a)(1)(D)(ii) or 41 U.S.C. § 702(a)(1)(D)(ii):
- a. take appropriate personnel action against such employee up to and including termination; or
 - b. require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

6. NON-DISCRIMINATION

The Bidder does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.

Attachment E: Certification and Disclosure Regarding Lobbying Attachment
(Return this executed form behind Tab 6 of the Bid Proposal.)

Instructions:

Title 45 of the Code of Federal Regulations, Part 93 requires the bidder to include a certification form, and a disclosure form, if required, as part of the bidder's proposal. Award of the federally funded contract from this RFP is a Covered Federal action.

- 1) The bidder shall file with the Agency this certification form, as set forth in Appendix A of 45 CFR Part 93, certifying the bidder, including any Subcontractor(s) at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) have not made, and will not make, any payment prohibited under 45 CFR § 93.100.
- 2) The bidder shall file with the Agency a disclosure form, set forth in Appendix B of 45 CFR Part 93, in the event the bidder or Subcontractor(s) at any tier (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) has made or has agreed to make any payment using non-appropriated funds, including profits from any covered Federal action, which would be prohibited under 45 CFR § 93.100 if paid for with appropriated funds. All disclosure forms shall be forwarded from tier to tier until received by the bidder and shall be treated as a material representation of fact upon which all receiving tiers shall rely.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a pre-requisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 for each such failure.

I certify that the contents of this certification are true and accurate and that the bidder has not made any knowingly false statements in the Bid Proposal. I am checking the appropriate box below regarding disclosures required in Title 45 of the Code of Federal Regulations, Part 93.

- The bidder is NOT including a disclosure form as referenced in this form's instructions because the bidder is NOT required by law to do so.
- The bidder IS filing a disclosure form with the Agency as referenced in this form's instructions because the bidder IS required by law to do so. If the bidder is filing a disclosure form, place the form immediately behind this in the Proposal.

| | |
|----------------------------|--|
| Signature: | |
| Printed Name/Title: | |
| Date: | |

Attachments Specific To This RFP

Attachment F: Vendor Security Questionnaire

RFP Attachment

Attachment G: Cost Proposal Excel Spreadsheet

RFP Attachment

Attachment: Sample Contract

(These contract terms contained in the Special Terms, General Terms, and Contingent Terms for Services Contracts are not intended to be a complete listing of all contract terms but are provided only to enable Bidders to better evaluate the costs associated with the RFP and the potential resulting contract. Bidders should plan on such terms being included in any contract entered into as a result of this RFP. All costs associated with complying with these terms should be included in the Cost Proposal or any pricing quoted by the Bidder. See RFP Section 3.1 regarding Bidder exceptions to contract language.)

This is a sample form. DO NOT complete and return this attachment.

CONTRACT DECLARATIONS AND EXECUTION

| | |
|--------------|--|
| RFP # | Contract # |
| BPC 23-001 | <i>{To be completed when contract is drafted.}</i> |

| |
|--|
| Title of Contract |
| <i>{To be completed when contract is drafted.}</i> |

This Contract must be signed by all parties before the Contractor provides any Deliverables. The Agency is not obligated to make payment for any Deliverables provided by or on behalf of the Contractor before the Contract is signed by all parties. This Contract is entered into by the following parties:

| | |
|--|--|
| Agency of the State (hereafter "Agency") | |
| Name/Principal Address of Agency: Iowa Department of Human Services 1305 E. Walnut Des Moines, IA 50319-0114 | Agency Billing Contact Name / Address: <i>{To be completed when contract is drafted.}</i> |
| Agency Contract Manager (hereafter "Contract Manager") /Address ("Notice Address"): <i>{To be completed when contract is drafted.}</i> | Agency Contract Owner (hereafter "Contract Owner") / Address: <i>{To be completed when contract is drafted.}</i> |

| | |
|---|---|
| Contractor: (hereafter "Contractor") | |
| Legal Name: <i>{To be completed when contract is drafted.}</i> | Contractor's Principal Address: <i>{To be completed when contract is drafted.}</i> |
| Tax ID #: <i>{To be completed when contract is drafted.}</i> | Organized under the laws of: <i>{To be completed when contract is drafted.}</i> |
| Contractor's Contract Manager Name/Address ("Notice Address"): <i>{To be completed when contract is drafted.}</i> | Contractor's Billing Contact Name/Address: <i>{To be completed when contract is drafted.}</i> |

| Contract Information | |
|--|--|
| Start Date: <i>{To be completed when contract is drafted.}</i> | End Date of Base Term of Contract: End Date of Contract: <i>{To be completed when contract is drafted.}</i> |
| Possible Extension(s): <i>{To be completed when contract is drafted.}</i> | |
| Contract Contingent on Approval of Another Agency: No | ISPO Number: ISPO-21-68 |
| Contract Include Sharing SSA Data? No | DoIT Number: N/A |

Contract Execution

This Contract consists of this Contract Declarations and Execution Section, the Special Terms, any Special Contract Attachments, the General Terms for Services Contracts, and the Contingent Terms for Service Contracts.

In consideration of the mutual covenants in this Contract and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract.

SECTION 1: SPECIAL TERMS

1.1 Special Terms Definitions.

{To be completed when contract is drafted.}

1.2 Contract Purpose.

{To be completed when contract is drafted.}

1.3 Scope of Work.

1.3.1 Deliverables.

The Contractor shall provide the following:

{To be completed when contract is drafted.}

1.3.2 Performance Measures.

{To be completed when contract is drafted.}

1.3.3 Agency Responsibilities.

A. Within One (1) Business Day of receipt of cost estimate for Category 4 languages or any proposed desktop publishing charges, Agency will do one of the following via secure electronic mail:

1. Send authorization to the Contractor to initiate the Translation of the document into a Category 4 language.
2. Send authorization to the Contractor to start Translation Work Order that requires desktop publishing charges.
3. Submit a request to change the Work Order.
4. Submit a request to rescind Work Order.

B. In the event the Agency is unable to meet the requirements listed in 1.3.4(B) within One (1) Business Day, the Agency will notify the Contractor via electronic mail that additional time is needed to determine further action.

1.3.4 Monitoring, Review, and Problem Reporting.

1.3.4.1 Agency Monitoring Clause. The Contract Manager or designee will:

- Verify Invoices and supporting documentation itemizing work performed prior to payment;
- Determine compliance with general contract terms, conditions, and requirements; and
- Assess compliance with Deliverables, performance measures, or other associated requirements based on the following:

The Contract Manager will monitor the quantity and quality of services completed by the Contractor.

- A. The Contract Manager will review all completed Translations to ensure completed within the timeframes provided in the Scope of Work by tracking the date and time the Agency sends a request for Translation to the Contractor and the date and time the Agency receives a completed Translation from the Contractor.
- B. The Contract Manager will track the language requested, the word count, cost per word and total cost of each individual Translation to ensure Contractor stays on budget.
- C. The Contract Manager will track the name of the individual who completed the Translation in the event of a Translation error on the part of the Contractor so the Agency can determine if the same individual has made multiple errors.
- D. The Contract Manager will monitor Translations to ensure it matches the details listed on the invoice.
- E. The Contract Manager will monitor each invoice for accuracy in accordance with Submission of Invoices (1.3.1.5) and Contract Payment Methodology (1.3.4).

- F. Contract Manager will monitor all desktop publishing charges and Category 4 languages to ensure the Translation Procedures (1.3.1.3(D)) are met.
- G. The Contract Manager will periodically pull a random-sample of completed Translations submitted by the contractor on at least a quarterly basis to ensure that culturally appropriate Translations are being submitted and that documents meet the Translation Guidelines criteria in 1.3.1.1. In the event of a Translation error on the part of the Contractor, the Contractor will remedy the error by providing a corrected document in accordance with the timeframes set for the in the Scope of Work at no additional charge to the agency.
- H. The Contract Manager will review the monthly staffing report.
- I. The Contract Manager will review any incidents of unauthorized disclosure of Agency data and report incidents to Agency's Information Security and Privacy Office.

1.3.4.2 Agency Review Clause. The Contract Manager or designee will use the results of monitoring activities and other relevant data to assess the Contractor's overall performance and compliance with the Contract. At a minimum, the Agency will conduct a review semi-annually; however, reviews may occur more frequently at the Agency's discretion. As part of the review(s), the Agency may require the Contractor to provide additional data, may perform on-site reviews, and may consider information from other sources.

The Agency may require one or more meetings to discuss the outcome of a review. Meetings may be held in person. During the review meetings, the parties will discuss the Deliverables that have been provided or are in process under this Contract, achievement of the performance measures, and any concerns identified through the Agency's contract monitoring activities.

1.3.4.3 Problem Reporting. As stipulated by the Agency, the Contractor and/or Agency shall provide a report listing any problem or concern encountered. Records of such reports and other related communications issued in writing during the course of Contract performance shall be maintained by the parties. At the next scheduled meeting after a problem has been identified in writing, the party responsible for resolving the problem shall provide a report setting forth activities taken or to be taken to resolve the problem together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. The Contract Owner has final authority to approve problem-resolution activities.

The Agency's acceptance of a problem report shall not relieve the Contractor of any obligation under this Contract or waive any other remedy. The Agency's inability to identify the extent of a problem or the extent of damages incurred because of a problem shall not act as a waiver of performance or damages under this Contract.

1.3.4.4 Addressing Deficiencies. To the extent that Deficiencies are identified in the Contractor's performance and notwithstanding other remedies available under this Contract, the Agency may require the Contractor to develop and comply with a plan acceptable to the Agency to resolve the Deficiencies.

1.3.5 Contract Payment Clause.

1.3.5.1 Pricing. In accordance with the payment terms outlined in this section and the Contractor's completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated as follows:
{To be completed when contract is drafted.}

1.3.5.2 Payment Methodology.
{To be completed when contract is drafted.}

1.3.5.3 Timeframes for Regular Submission of Initial and Adjusted Invoices. The Contractor shall submit an Invoice for services rendered in accordance with this Contract. Invoice(s) shall be submitted Weekly. Unless a longer timeframe is provided by federal law, and in the absence of the express written consent of the Agency, all Invoices shall be submitted within six months from the last day of the month in which the services were rendered. All adjustments made to Invoices shall be submitted to the Agency within ninety (90) days from the date of the Invoice being adjusted. Invoices shall comply with all applicable rules concerning payment of such claims.

1.3.5.4 Submission of Invoices at the End of State Fiscal Year. Notwithstanding the timeframes above, and absent (1) longer timeframes established in federal law or (2) the express written consent of the Agency, the Contractor shall submit all Invoices to the Agency for payment by August 1st for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

1.3.5.5 Payment of Invoices. The Agency shall verify the Contractor’s performance of the Deliverables and timeliness of Invoices before making payment. The Agency will not pay Invoices that are not considered timely as defined in this Contract. If the Contractor wishes for untimely Invoice(s) to be considered for payment, the Contractor may submit the Invoice(s) in accordance with instructions for the Long Appeal Board Process to the State Appeal Board for consideration. Instructions for this process may be found at: http://www.dom.state.ia.us/appeals/general_claims.html.

The Agency shall pay all approved Invoices in arrears and in conformance with Iowa Code 8A.514. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.

1.3.5.6 Reimbursable Expenses. Unless otherwise agreed to by the parties in an amendment to the Contract that is executed by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any Deliverables provided by or on behalf of the Contractor pursuant to this Contract. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Contract.

1.4 Insurance Coverage.

The Contractor and any Subcontractor shall obtain the following types of insurance for at least the minimum amounts listed below:

| Type of Insurance | Limit | Amount |
|---|--|-------------------------|
| General Liability (including contractual liability) written on occurrence basis | General Aggregate | \$2 Million |
| | Product/Completed Operations Aggregate | \$1 Million |
| | Personal Injury | \$1 Million |
| | Each Occurrence | \$1 Million |
| Excess Liability, Umbrella Form | Each Occurrence | \$1 Million |
| | Aggregate | \$1 Million |
| Workers’ Compensation and Employer Liability | As required by Iowa law | As Required by Iowa law |
| Property Damage | Each Occurrence | \$1 Million |
| | Aggregate | \$1 Million |
| Professional Liability | Each Occurrence | \$2 Million |

| | | |
|--|-----------|-------------|
| | Aggregate | \$2 Million |
|--|-----------|-------------|

1.5 Data and Security. If this Contract involves Confidential Information, the following terms apply:

1.5.1 Data and Security System Framework. The Contractor shall comply with either of the following:

- Provide certification of compliance with a minimum of one of the following security frameworks, if the Contractor is storing Confidential Information electronically: NIST SP 800-53, HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater, ISO 27001 or PCI-DSS version 3.2 prior to implementation of the system and again when the certification(s) expire, or
- Provide attestation of a passed information security risk assessment, passed network penetration scans, and passed web application scans (when applicable) prior to implementation of the system and again annually thereafter. For purposes of this section, “passed” means no unresolved high or critical findings.

1.5.2 Vendor Security Questionnaire. If not previously provided to the Agency through a procurement process specifically related to this Contract, the Contractor shall provide a fully completed copy of the Agency’s Vendor Security Questionnaire (VSQ).

1.5.3 Cloud Services. If using cloud services to store Agency Information, the Contractor shall comply with either of the following:

- Provide written designation of FedRAMP authorization with impact level moderate prior to implementation of the system, or
- Provide certification of compliance with a minimum of one of the following security frameworks: HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater or PCI-DSS version 3.2 prior to implementation of the system and again when the certification(s) expire.

1.5.4 Addressing Concerns. The Contractor shall timely resolve any outstanding concerns identified by the Agency regarding the Contractor’s submissions required in this section.

1.6 Reserved. (Labor Standards Provisions.)

1.8 Incorporation of General and Contingent Terms.

1.8.1 General Terms for Service Contracts (“Section 2”). The version of the General Terms for Services Contracts Section posted to the Agency’s website at <https://dhs.iowa.gov/contract-terms> that is in effect as of the date of last signature in the Contract Declarations and Execution section, or a more current version if agreed to by amendment, is incorporated into the Contract by reference. The General Terms for Service Contracts may be referred to as Section 2.

The contract warranty period (hereafter "Warranty Period") referenced within the General Terms for Services Contracts is as follows: The term of this Contract, including any extensions.

1.8.2 Contingent Terms for Service Contracts (“Section 3”). The version of the Contingent Terms for Services Contracts posted to the Agency’s website at <https://dhs.iowa.gov/contract-terms> that is in effect as of the date of last signature in the Contract Declarations and Execution section, or a more current version if agreed to by amendment, is incorporated into the Contract by reference. The Contingent Terms for Service Contracts may be referred to as Section 3.

All of the terms set forth in the Contingent Terms for Service Contracts apply to this Contract unless indicated otherwise in the table below:

| | |
|---|---|
| Contract Payments include Federal Funds? Yes <i>{The items below will be completed if the Contract includes Federal Funds}</i> The Contractor for federal reporting purposes under this Contract is a: <i>{To be completed when contract is drafted.}</i> Office of Child Support Enforcement (“OCSE”) Funded Percentage: <i>{To be completed when contract is drafted.}</i> Federal Funds Include Food and Nutrition Service (FNS) funds? <i>{To be completed when contract is drafted.}</i> DUNS #: <i>{To be completed when contract is drafted.}</i> The Name of the Pass-Through Entity: <i>{To be completed when contract is drafted.}</i> CFDA #: <i>{To be completed when contract is drafted.}</i> Grant Name: <i>{To be completed when contract is drafted.}</i> Federal Awarding Agency Name: <i>{To be completed when contract is drafted.}</i> | |
| Contractor a Business Associate? Yes | Contractor a Qualified Service Organization? Yes |
| Contractor subject to Iowa Code Chapter 8F? Unknown | Contract Includes Software (modification, design, development, installation, or operation of software on behalf of the Agency)? No |