



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 3

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 834305

Procurement Type: Central Master Agreement

Vendor ID: VS0000012388

Legal Name: SORENSON HOLDINGS LLC

Alias/DBA:

Total Bid: \$222,000.00

Response Date: 03/04/2021

Response Time: 9:38

Responded By User ID: Sorenson

First Name: Denise

Last Name: Perdue

SO Doc Code: CRFQ

SO Dept: 0403

SO Doc ID: DBS2100000002

Published Date: 2/23/21

Close Date: 3/4/21

Close Time: 13:30

Status: Closed

Solicitation Description: American Sign Language Video Remote Interpreting at the WVSD

Total of Header Attachments: 3

Total of All Attachments: 3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Video Remote Sign language interpretation service	2960.0000	HOUR	75.000000	222000.00

Comm Code	Manufacturer	Specification	Model #
82112067			

Commodity Line Comments: Please see attachments for more information.

Extended Description:

Quantities are estimated and are for bid purposes only



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Centralized Request for Quote
 Service - Misc

Proc Folder: 834305		Reason for Modification:	
Doc Description: American Sign Language Video Remote Interpreting at the WVSD			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-02-05	2021-02-23 13:30	CRFQ 0403 DBS2100000002	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON STE
 CHARLESTON WV 25305
 US

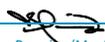
VENDOR

Vendor Customer Code:
 Vendor Name : Sorenson Communications, LLC

Address:
 Street: 4192 South Riverboat Road
 City: Salt Lake City
 State: Utah Country: USA Zip: 84123

Principal Contact : Joshua Pennise
 Vendor Contact Phone: 866-787-1359 Extension:

FOR INFORMATION CONTACT THE BUYER
 Joseph E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

Vendor
 Signature  Joshua Pennise (Mar 3, 2021 10:02 EST)

FEIN# 26-1770427

DATE Mar 3, 2021

AH offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Open End Contract

West Virginia School of the Deaf and Blind

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Schools for the Deaf and the Blind (WVSDB) to establish an open-end contract for services to provide American Sign Language interpreters to provide video remote sign to voice and/or voice to sign interpretation when needed for meetings, events, and classroom(s) or upon request per the attached specifications and terms and conditions.

INVOICE TO	SHIP TO
SCHOOL FOR THE DEAF & BLIND 301 EAST MAIN ST ROMNEY WV 26757-1894 US	SCHOOL FOR THE DEAF & BLIND 301 EAST MAIN ST ROMNEY WV 26757-1894 US

Line	CommLnDesc	Qty	Unit Issue	Unit Price	Total Price
1	Video Remote Sign language interpretation service	2960.00000	HOUR		

Comm Code	Manufacturer	Specification	Model#
82112067			

Extended Description:

Quantities are estimated and are for bid purposes only

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

1ZJ A pre-bid meeting will not be held prior to bid opening

0 A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 01/09/2020

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: **2/12/2021 @ 4:00 PM ET**

Submit Questions to: Josh hager
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: joseph.e.hageriii@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: WVSDB Video Remote Sign Language Interpreters
BUYER: Josh Hager
SOLICITATION NO.: CRFQ DBS2100000002
BID OPENING DATE: See Next Page
BID OPENING TIME: See Next Page
FAX NUMBER: 304.558.3970

The Purchasing Division may prohibit the submission of bids electronically through wv0ASIS at its sole discretion. Such a prohibition will be contained and communicated in the wv0ASIS system resulting in the Vendor's inability to submit bids through wv0ASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wv0ASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus ~~NA~~ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wv0ASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: 02/23/2021 @ 1:30 PM ET

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

○ This Solicitation is based upon a standardized commodity established under W. Va. Code§ SA-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code§ 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code§ 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Nenpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR§ 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR§ 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR§ 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR§ 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules§ 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules§ 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules§ 148-1-4.5. and§ 148-1-6.4.b."

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code§§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code§§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code§ 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

I Z J Term Contract

Initial Contract Term: This Contract becomes effective on upon award and extends for a period of One (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Two (2) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term - This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

O Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

O Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

D Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

D One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

D BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

D PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

0 LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

D MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

[Z] LICENSE(S) /CERTIFICATIONS/ PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

1Z] Sign Language Interpreters must hold a valid National Interpreter Certification (NIC), National Association of the Deaf (NAO) certification or Registry of Interpreters for the Deaf (RID) certification or hold a state interpreter certificate.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: 1,000,000 per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____, per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

NA for NA

DLiquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Z) Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

D Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 01/09/2020

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

"substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.


Joshua Pennise (Mar 3, 2021 10:02 EST)

(Name, Title)
Joshua Pennise Senior Director Sorenson Interpreting Services

(Printed Name and Title)
4192 South Riverboat Road Salt Lake City, UT 84123

(Address)
866-787-1359

(Phone Number) / (Fax Number)
jpennise@sorenson.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Sorenson Communications, LLC

(Company)


Joshua Pennise (Mar 3, 2021 10:02 EST)

(Authorized Signature) (Representative Name, Title)
Joshua Pennise Senior Director Sorenson Interpreting Services

(Printed Name and Title of Authorized Representative)

Mar 3, 2021

(Date)

866-787-1359

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input checked="" type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Sorenson Communications, LLC

Company


Joshua Pennise (Mar 3, 2021 10:02 EST)

Authorized Signature

Mar 3, 2021

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION
Video Remote American Sign Language Interpreter(s)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Schools for the Deaf and the Blind (**WVSDB**) to establish an open-end contract for services to provide American Sign Language interpreters to provide video remote sign to voice and/or voice to sign interpretation when needed for meetings, events, and classroom(s) or upon request. The meetings, events and classroom interpreting services occur through web based application(s).
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"Contract Item"** or **"Contract Items"** means the list of items identified in Section 4, Subsection 1 below.
 - 2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
3. **QUALIFICATIONS:** vendor, or vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 3.1 **SIGN LANGUAGE INTERPRETERS:**
 - 3.1.1 Sign Language Interpreters must hold a valid National Interpreter Certification (NIC), National Association of the Deaf (NAD) certification or Registry of Interpreters for the Deaf (RID) certification or hold a state interpreter certificate. Vendor should provide documentation with their bid response. These documents may be required prior to award.
 - 3.1.2 Sign Language Interpreters must have a minimum of three years of classroom educational interpreting experience.
 - 3.1.3 Sign Language Interpreters must have a minimum of 3.5 or higher on EIPA or experience interpreting for variety of content subject areas.
 - 3.1.4 Sign Language Interpreters must have a specialized knowledge of the vocabulary and content taught.
 - 3.1.5 Sign Language Interpreters must help promote advocating skills for deaf and hard of hearing students.
 - 3.1.6 Be able to efficiently prepare for the lessons taught.
 - 3.1.7 Sign Language Interpreters must maintain professional development to maintain competency with interpreting skills.
 - 3.1.8 Sign Language Interpreters must be free of all warrants and have NO criminal history. Vendor must provide proof of background check or permit WVSDB to

REQUEST FOR QUOTATION
Video Remote American Sign Language Interpreter(s)

perform background check with contracted vendor prior to performing services at the facility.

- 3.1.9** Sign Language Interpreters must provide proof of inclusion in West Virginia Registry of Interpreters, prior to award.
- 3.1.10** Sign Language Interpreters must be registered with the West Virginia Commission for the Deaf and Hard of Hearing. Vendor should provide documentation with their submitted bid response. This document may be required prior to award.
- 3.1.11** Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
- 3.1.12 Independent Contractor Status:** The purpose of this contract is to obtain temporary services that are provided by individuals or entities as independent contractors and not as employees of the State of West Virginia. The distinction between an independent contractor and an employee is complex and can require an analysis of 20 or more factors relating to the circumstances of each contract. The Internal Revenue Service and the U.S. Department of Labor have provided guidance on this issue at:

IRS - <http://www.irs.gov/pub/irs-pdf/p15a.pdf>

IRS - <http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Independent-Contractor-Self-Employed-or-Employee>

DOL - <http://www.dol.gov/elaws/esa/flsa/docs/contractors.asp>

Prior to utilizing the services available under this contract, the agency and Vendor must ensure that factors relating to the broad categories of behavioral control, financial control, and the type of relationship between the state and the temporary worker will not cause the independent contractor relationship to be construed as an employee/employer relationship. Items that must be considered, include but are not limited to, the degree of control exercised by the State over the temporary worker relating to performance of the job and the degree to which the temporary worker is integrated into the State's system. The Purchasing Division recommends that the agency and Vendor review the IRS and DOL publications found at the links above and obtain further assurance from their respective internal legal counsel to maintain the independent contractor status of individuals and entities hired under this contract.

REQUEST FOR QUOTATION
Video Remote American Sign Language Interpreter(s)

4 GENERAL REQUIREMENTS:

4.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract services must meet or exceed the mandatory requirements as shown below.

4.1.1 Sign Language Interpreter Responsibilities: Sign Language Interpreters must provide video remote sign language interpretation during the hours determined for meetings, events, and classroom interpreting services or upon request. The meetings, events and classroom interpreting services are typically scheduled Monday through Friday, between the hours of 8:00 am and 4:00 pm. ET.; however, Saturdays, Sundays and evenings may be requested on occasions.

4.1.1.1 Sign Language interpreter must adhere to the RID Code of Professional Conduct (**ATTACHMENT B**).

4.1.1.2 The interpreter(s) must provide interpretation and have knowledge of a variety of Sign Language communication modes to facilitate communication between WVSDDB staff, students and other deaf or hard of hearing individuals attending or participating in meetings/events/classrooms.

4.1.1.3 Vendor must provide Sign Language Interpreter services.

4.1.1.4 Vendor must have a minimum of two (2) Sign Language Interpreters to fulfill contract services.

4.1.1.5 If WVSDDB cancels a request and notice of cancellation is provided more than 24 hours prior to scheduled meeting or event time, the vendor shall not charge a fee.

4.1.1.6 Vendor may invoice WVSDDB a maximum of two hours per scheduled interpreter (hourly fee as shown on Commodity Line 1) if cancellation is less than 24 hours prior to meeting or event time.

NOTE: SUCCESSFUL VENDOR MUST PROVIDE NAMES OF INTERPRETER(S) TO WVSDDB TWO DAYS PRIOR TO EVENT OR ASSIGNMENT.

5 CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall Total Bid Amount as shown on the Pricing Section

REQUEST FOR QUOTATION
Video Remote American Sign Language Interpreter(s)

- 5.2 Pricing Page:** Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. Vendor should complete the Pricing Pages by providing the **vendor's hourly rate**. The hourly rate is inclusive of all associated costs, including any travel or other expenses.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

Vendors who wish to respond to the Request for Quotation (CRFQ) online may submit information through the State's WVOASIS Vendor Self Service (VSS). Vendor should download the attached Exhibit A, Pricing Page that is attached separately to the CRFQ and published in WVOASIS. Vendors must complete this form with their price information and include it as an attachment to their online response.

If unable to respond online, Vendor must submit the Exhibit A - Pricing Pages with your bid prior to the scheduled bid opening date.

- 6. Performance:** Vendor and agency shall agree upon a schedule for performance of the contract services and contract services deliverables, unless such a schedule is already included herein by the agency.
- 7. Payment:** WVSDDB shall pay for services on a monthly basis as invoiced in arrears as shown on the Pricing Page, for all Contract Services performed and accepted under this contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. Travel:** Vendor shall be responsible for **all mileage, living expenses and travel costs**, including travel time associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the hourly rate listed on the Vendor's bid, but such costs **will not be paid** by the WVSDDB separately.
- 9. Facilities Access:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 9.1** Vendor must identify principle service personnel which will be issued access cards and/or keys to perform Contract Service.
- 9.2** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost, misplaced or stolen.
- 9.3** Vendor shall notify WVSDDB immediately of any lost, stolen or missing card or keys.
- 9.4** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 9.5** Vendor shall inform all staff of WVSDDB's security protocol and procedures.
- 10. Vendor Default:**
- 10.1** The following shall be considered a vendor default under this contract.

RID



CODE OF PROFESSIONAL CONDUCT

Registry of Interpreters
for the Deaf
333 Commerce Street
Alexandria, VA 22314
703/838-0030 (V)
703/838-0459 (TTY)
703/838-0454 (Fax)
www.rid.org

NAO-RID CODE OF PROFESSIONAL CONDUCT

Scope

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

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

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

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

Philosophy

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

Voting Protocol

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

Adoption of this Code of Professional Conduct

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

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

Function of the Guiding Principles

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

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

RID



CODE OF PROFESSIONAL CONDUCT

Registry of Interpreters
for the Deaf
333 Commerce Street
Alexandria, VA 22314
703/838-0030 (V)
703/838-0459 (TTY)
703/838-0454 (Fax)
www.rid.org

CODE OF PROFESSIONAL CONDUCT

Tenets

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

Applicability

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

Definitions

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

Colleagues: Other interpreters.

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

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

1.0 CONFIDENTIALITY

Tenet: Interpreters adhere to standards of confidential communication.

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

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

Illustrative Behavior - Interpreters:

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

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

2.0 PROFESSIONALISM

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

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

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

Illustrative Behavior - Interpreters:

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

3.0 CONDUCT

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

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

Illustrative Behavior - Interpreters:

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

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

4.0 RESPECT FOR CONSUMERS

Tenet: Interpreters demonstrate respect for consumers.

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

Illustrative Behavior - Interpreters:

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

5.0 RESPECT FOR COLLEAGUES

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

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

Illustrative Behavior - Interpreters:

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

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6.0 BUSINESS PRACTICES

Tenet: Interpreters maintain ethical business practices.

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

Illustrative Behavior - Interpreters:

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

7.0 PROFESSIONAL DEVELOPMENT

Tenet: Interpreters engage in professional development.

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

Illustrative Behavior - Interpreters:

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Sorenson Communications, LLC

Authorized Signature: _____ Date: _____

State of New York

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Centralized Request for Quote
 Service • Misc

Proc Folder: 834305		Reason for Modification:	
Doc Description: American Sign Language Video Remote Interpreting at the WVSD		Addendum #1 issued to extend bid due date 3/4/2021	
ProcType: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-02-22	2021-03-04 13:30	CRFQ 0403 D8S2100000002	2

BID RECEMNG LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON STE
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code:

Vendor Name : Sorenson Communications, LLC

Address: 4192 South Riverboat Road

Street:

city: Salt Lake City

State: UT **Country:** USA **Zip:** 84123

Principal Contact : Joshua Pennise

Vendor Contact Phone: 866-787-1359 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

Vendor Signature  Joshua Pennise (Mar 3, 2021 10:02 EST)

FEIN# 26-1770427

DATE Mar 3, 2021

AH offers subject to all terms and conditions contained in this solicitation

Description	Unit of Measure	Unit Cost	Estimated Quantities*	Extended Cost
Video Remote Sign Language Interpreter	per hour	\$75.00	2960	\$222,000.00
	Total Bid Amount	\$222,000.00		

VRI – 30 minute minimum
 Scheduled time that is canceled with less than 24 hours' notice is billed in full.

** Estimated quantities are for bidding purposes only, more or less may be purchased by the agency.*

Bidder/Vendor Information:

Name: Sorenson Communications, LLC

Address: 4192 S Riverboat Road

Salt Lake City, UT 84123

Phone Number: 866-787-1358

Email Address: jpennise@sorenson.com

Authorized Signature: 
 Joshua Pennise (Mar 3, 2021 10:02 EST)

ADDITIONAL INFORMATION

Addendum

Addendum #1 issued to distribute the attached documentation to the vendor community

Open End Contract

West Virginia School of the Deaf and Blind

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Schools for the Deaf and the Blind (WVSDB) to establish an open-end contract for services to provide American Sign Language interpreters to provide video remote sign to voice and/or voice to sign interpretation when needed for meetings, events, and classroom(s) or upon request per the attached specifications and terms and conditions.

INVOICE TO	SHIP TO
SCHOOL FOR THE DEAF & BLIND 301 EAST MAIN ST	SCHOOL FOR THE DEAF & BLIND 301 EAST MAIN ST
ROMNEY WV 26757-1894 US	ROMNEY WV 26757-1894 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Video Remote Sign language interpretation service	2960.00000	HOUR		

Comm Code	Manufacturer	Specification	Model#
82112067			

Extended Description:

Quantities are estimated and are for bid purposes only

SCHEDULE OF EVENTS

m!!!

Event Date

SOLICITATION NUMBER: CRFQ 0403 DBS2100000002

Addendum Number: No.01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- () Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Addendum issued to publish and distribute the information listed below.

1. Extend bid closing date from 2/23/2021 @1:30 PM ET until 3/04/2021 @ 1:30 PM ET

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CREQ D8S21*02

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Sorenson Communications, LLC

Company



[Joshua Pennise \(Mar 3, 2021 10:02 EST\)](#)

Authorized Signature

Mar 3, 2021

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Centralized Request for Quote
 Service - Misc

Proc Folder: 834305

Doc Description: American Sign Language Video Remote Interpreting at the WVSD

Reason for Modification:

Addendum #2 issued to publish agency responses to all vendor questions.

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2021-02-23	2021-03-04 13:30	CRFQ 0403 DBS2100000002	3

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code:

Vendor Name : Sorenson Communications, LLC

Address :

Street : 4192 South Riverboat Road

City : Salt Lake City

State : Utah

Country : USA

Zip : 84123

Principal Contact : Joshua Pennise

Vendor Contact Phone: 866-787-1359

Extension:

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

Vendor Signature X 
 Joshua Pennise (Mar 3, 2021 10:02 EST)

FEIN# 26-1770427

DATE Mar 3, 2021

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum

Addendum #2 issued to distribute the attached documentation to the vendor community

Open End Contract

West Virginia School of the Deaf and Blind

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Schools for the Deaf and the Blind (WVSDB) to establish an open-end contract for services to provide American Sign Language interpreters to provide video remote sign to voice and/or voice to sign interpretation when needed for meetings, events, and classroom(s) or upon request per the attached specifications and terms and conditions.

INVOICE TO		SHIP TO	
SCHOOL FOR THE DEAF & BLIND 301 EAST MAIN ST		SCHOOL FOR THE DEAF & BLIND 301 EAST MAIN ST	
ROMNEY	WV 26757-1894	ROMNEY	WV 26757-1894
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Video Remote Sign language interpretation service	2960.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
82112067			

Extended Description:

Quantities are estimated and are for bid purposes only

SCHEDULE OF EVENTS

Line	Event	Event Date
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SOLICITATION NUMBER: CRFQ 0403 DBS2100000002

Addendum Number: No.02

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. Issue agency responses to all vendor submitted questions

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DBS21*02

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Sorenson Communications, LLC

Company


Joshua Pennise (Mar 3, 2021 10:02 EST)

Authorized Signature

Mar 3, 2021

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

RFI: Questions from vendors for DEP21*02 ALS Remote Video Interpreters

Q.1. Whether companies from Outside USA can apply for this? (like,from India or Canada)

A. Yes, but meet all solicitation specifications.

Q.2. Whether we need to come over there for meetings?

A. Video remote interpreting is conducted via computers, video screens, and similar Devices using an internet connection.

Q.3. Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)

A. See response to Q.2.

Q.4. Can we submit the proposals via email?

A. No. Proposals can only be submitted through wvOasis or faxing the purchasing division before the bid closing date and time at 304-558-3970.

Q.5. Who is the current vendor providing video remote interpreting services to WVSD?

A. Soliant

Q.6.What is the current rate bid for VRI per hour?

A. \$ 80.00 per hour.

Q.7. What is the length of each interpreted assignment on average?

A. 37.50 Hours per week.

Q.8. The volume of work is anticipated to be about 2960 hours per year – is that correct?

A. Yes. This will require more than 1 ASL interpreter.

Q.9.The unit of measure is to be bid by the hour and not by the minute – is that correct?

A. Yes. Per hour.

Q.10. Based on the number of hours per year what has been the historical number (average) of VRI hours per week in 2020?

A. 75 hours per week for approximately 39 weeks is expected.

Q.11. Are there instances where more than one VRI call happens simultaneously?

A. Yes.

Q.12. How often are teamed VRI interpreting services needed?

A. Daily

Q.13. Have there been any requests for deaf interpreters or CDIs over video?

A. Daily

Q.14. Are VRI interpreters expected to pass background checks specifically for child sex abuse?

A. Yes.

Q.15. What platform is WVSD using to conduct VRI services?

A. Internet

Q.16. What challenges has the school faced in the performance of the current contract or for VRI services to date?

A. No known challenges.

Q.17. Are these interpreter services fully remote or will there be in-person services needed as well?

A. Fully remote.

Q.18. Will this be a single or multi-vendor award?

A. Single.

Q.19. How many Interpreters do you foresee needing?

A. Two to Four

Q.20. How many working days will interpreters work during the school year?

A. Approximately 5 days per week for 39 weeks.

Q.21. Are resumes required at the time of proposal submission? If so, are sample resumes acceptable?

A. No.

Q.22. Can the vendor incur any monetary penalties or be liable for any damages for not having a contracted provider available upon your school's request in a timely manner?

**A. No. However successful bidder must be able to provide the estimated hours of support
And meet all solicitation requirements to receive and keep the award.**

Q.23. Can you provide the incumbent vendor(s) names and rates providing remote interpreting services currently? Has your current vendor(s) been able to satisfy your service needs?

A. See questions 5 and 6.

Q.24. When is the anticipated award date?

A. March 2021

Q.25. What is the annual expenditure available or projected for this RFP contract?

**A. Estimated 2,960 hours. Annual expenditure projected will be based upon the awarded
Contract.**

Q.26. Standards of practice in interpreting for onsite interpreting require assignments to be billed at a 2-hour minimum even if the assignment is not scheduled to last that long. Is this bid to follow the same standard of practice of a two hour minimum?

A. Yes.

Q.27. Remote Video interpreting can originate from any state (other than West Virginia). The West Virginia law that created the interpreter registry does not require registration of video interpreters even when they are 'broadcast' to a West Virginia location. The RFP asks that interpreters be registered in WV. Will you waive that requirement from the RFP for Video Remote interpreters?

A. No.

Q.28. The RFP requests that the name of the interpreter scheduled for the assignment be provided to the school at least 2 days in advance. Video Remote Interpreters are often scheduled closer to the time needed for the assignment. Will you remove or reduce that time frame?

A. No.

Q.29. Are interpreters expected to interpret for classes lasting longer than 2 hours at a time? If Yes, and the class day is expected to be scheduled for 4 hours, 5 hours, or even 7 hours per day and the student is a no show will the school pay for the entire scheduled period of time scheduled?

A. Yes. Classrooms consist of more than 1 deaf or hard of hearing student.

Q.30. If the class day is expected to last longer than 2 hours may the interpreter switch to another interpreter after or at the 2 hour mark?

A. Yes.

Q.31. To clarify – the expected volume of work over video is expected to be 2960 HOURS and not minutes – correct? How many all day video sessions do you expect?

A. Yes. Up to 198 days @ 7.5 hrs per day.

Q.32. Do you have more than one vendor on a retainer contract (not an RFP solicitation) at present to provide video interpreting services to the West Virginia School for the Deaf?

A. Yes.

Q.33. Is there an incumbent vendor for this bid? If so, please name the incumbent(s).

A. See question 5.

Q.34. If there is an incumbent, at what rates are services being offered?

A. See question 6.

Q.35. Was there a previous RFP for these services? If so, can we see that previous RFP document?

A. No previous RFP.

Q.36. Is the WVSDDB planning to award contracts to a single vendor or multiple vendors?

A. See question 18.

Q.37. If the WVSDDB is planning to award to contracts to multiple vendors, how will work be distributed?

A. N/A

Q.38. In the interest of securing the optimal prices to accomplish the goals of the WVSDDB, it is desirable for us to know the volume, by language, of historical usage for interpreting. Would the WVSDDB provide this?

A. Only American Sign Language. No others desired.

Q.39. Would WVSDDB accept a quote for on Demand Video Remote Interpreting for ASL. This would provide numerous advantages to WVSDDB including reduced expense (billing by minute instead of by hour), immediate accessibility (within minutes 24/7/365 without scheduling), security (greater than that typically available from other online platforms like Zoom), and HIPAA compliant, RID certified interpreting? All interpreters on our platform would have experience and certification at least equivalent to the West Virginia requirements.

A. Provided it meets the solicitation specifications, Yes. Otherwise, No

Q.40. Who is the Incumbent?

A. See question 5.

Q.41. Historically, what has been WVSDDB's biggest challenge in covering assignments?

A. None.

Q.42. Can WVSDDB provide historical data from the past year on? The total number of hours of services?

A. Remote video began in the current school year. Total number of hours to date is 1,562.00

Q.43. The number of all-day on-call assignments (interpreters scheduled 7 or more hours per day on the same days each week)?

A. 208

Q.44. The number of assignments that were 3 hours or less?

A. None

Q.45. The number of assignments that were 7 hours or more?

A. 208

Q.46. The number of hours of evening/weekend work?

A. None.

Q.47. The number of short-notice assignments (less than 5 business days' notice) ?

A. None.

Q.48. The number of short-notice assignments (less than 1 business days' notice) ?

A. None.

Q.49. Section 3. Qualifications, subsection 3.1.9 pg 25, it states "Sign language interpreters must provide proof of inclusion in West Virginia Registry of Interpreters, prior to award." In subsection 3.1.10, it states "Sign Language Interpreters must be registered with the West Virginia Commission for the Deaf and Hard of Hearing." ?

A. Yes.

Q.50. Video Remote Interpreting (VRI) has increased exponentially since the onset of COVID 19, offering a safe and viable alternative to on-site interpretation. Highly qualified and certified interpreters are now accessible from anywhere in the US. Will WVSDDB remove the requirement for interpreters to be registered with the West Virginia Registry of Interpreters (WVRI)?

A. No.

Q.51. Additionally, if there are no interpreters in WV to cover the VRI assignment, will WVSDDB accept available interpreters from outside of the state to ensure all assignments are covered?

A. Yes.

Q.52. In Section 4 General Requirements, subsection 4.1.1.5 pg 26, it states “If WVSDDB cancels a request and notice of cancelation is provided more than 24 hours prior to scheduled meeting or event time, the vendor shall not charge a fee.” This requirement directly conflicts with industry standards and would make it impossible to fill WVSDDB work with anything but the “bottom of the barrel” low-skilled and/or unprofessional interpreters. Highly qualified and certified interpreters make commitments to clients and then decline other work. It is difficult for them to find replacement work if the original assignment cancels. The industry standard is any cancellation with less than 2 full business days’ notice is billed (and paid to the interpreter) for the full, originally assigned time.

A. The awarded vendor must meet the solicitation specifications.

Q.53. Will WVSDDB change the wording to “WVSDDB shall not be charged for requests scheduled then cancelled by WVSDDB staff when notice of cancellation is provided more than two full business days in advance.”?

A. No.

Q.54. In Section 4 General Requirements, subsection 4.1.1.6, pg 26, it states “Vendor may invoice WVSDDB a maximum of two hours per scheduled interpreter, if cancelation is less than 24 hours prior to meeting or event time.” As stated in number 5, Industry standard is to pay interpreters for the full, originally assigned time for all cancellations not received with at least 2 full business days’ notice. Sign language interpreters have an abundance of work to choose from. Those who provide professional, quality services will not work for vendors who do not meet industry standards. Will WVSDDB revise the solicitation to reflect industry standards; that any cancellation with less than two full business days’ notice will be billable?

A. No.

Q.55. Line item 1 is for 2960.00000 hours of “Video Remote Sign language interpretation Service”. Historically, Industry Standards have been that Video Remote Interpreting (VRI) rates are structured on a per minute basis. However, with the onset of the pandemic, Video interpreting services are widely being offered for on-call, all day assignments on a per hour basis. Will WVSDDB clarify whether the requirement is for video interpreting (per hour) or VRI(per minute)?

A. Per Hour.

Q.56. In Section 5 Contract Award, subsection 5.2, page 27, it states “The hourly rate is inclusive of all associated costs, including any travel or other expenses.” In subsection 5.2, 8 Travel, it states “Vendor shall be responsible for all mileage, living expenses and travel costs, including travel time associated with performance of this Contract.” “...such costs will not be paid by WVSDDB separately.” This solicitation is requesting Video Remote Interpreting (VRI), which would not require the interpreter(s) to travel. However, if it becomes necessary for the interpreter(s) to travel, it is industry standard that the interpreter(s) be reimbursed for travel expenses. Will WVSDDB remove the section on travel or revise it to read that “travel expenses will be paid as incurred”, reflecting industry standards?

A. Correct, WVSDDB does not require travel to receive VRI services. The specifications will not be Amended for this section.

Q.57. The Instructions to Vendors Submitting Bids, page 3, number 3, the box is checked that “a pre-bid meeting will not be held prior to bid opening.” However, in the paragraph below number 3, the first sentence states “Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the vendor’s bid.” Can WVSDDB clarify if the pre-bid meeting is required?

A. No pre-bid meeting.

Q.58. Page 15, #17- Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. There is a very real cost involved in locating available interpreters with less than five business days’ notice. This is compounded by the lack of qualified interpreters in the region in comparison to the number of consumers needing services—which has led to interpreters requiring higher pay to accept assignments at the last minute. Vendors must be able to recoup these additional costs. If vendors are not permitted to invoice for them as they occur, they will be forced to raise overall rates to the level that will allow them to cover last-minute requests. Unfortunately, this will mean higher rates and overall costs to the Government. Will WVSDDB allow vendors to only charge higher rates on the last-minute work and thus provide WVSDDB with the most competitive rates possible for all the regular, ongoing work?

A. No.



Connecting Life



Proposal to Provide

**American Sign Language Video Remote Interpreting at
the WVSD**

CRFQ 0403 DBS210000002

Submitted by
Sorenson Communications, LLC
4195 S Riverboat Road
Salt Lake City, UT 84123

www.sorenson.com | www.scis.com | www.svrs.com | www.captioncall.com

Table of Contents

Submittal Letter	4
General Business Information	5
Section 1: Profile and Experience	6
Statement of Work	6
Sorenson Mission, Culture, and Values	7
Management Team and Interpreting Staff	7
Section 2: Qualifications and Reliability	12
Requesting Services	13
Assignment Coordination	14
Additional On-Site Interpreting Considerations	15
Section 4: References	17

Submittal Letter

TO:

Atten: Joseph E. Hager III
Department of Administration
Purchasing Division
2019 Washington Street, E
Charleston, WV 25305

1. Sorenson Communications, LLD is responding to the Request for Quotation (CRFQ 0403 DBS2100000002) for American Sign Language Video Remote Interpreting Services for the West Virginia School for the Deaf. Having examined the proposal documents and being familiar with the conditions surrounding the proposed services, Sorenson hereby proposes to provide such services meeting the requirements outlined in this Request for Quotation, in accordance with the proposal attached hereto.
2. Proposer acknowledges receipt of the following addenda which are a part of the bidding documents:
 - Amendment #1
 - Amendment #2
3. Proposer has paid West Virginia Purchasing Division fee \$125 and is current with all West Virginia state taxes.
4. Proposer agrees that this offer shall be good and may not be withdrawn for a period of 60 days after the public bid opening.
5. Proposer attests it complies with Insurance requirements and will provide COI upon award. All Sorenson Interpreters are W-2 employees of the company. Sorenson maintains workers compensation insurance on all its employees both full and part-time.
6. Proposer attests it complies with local, state and federal laws.
7. Proposer hereby certifies: (a) that this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid; (c) that the proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that the proposer has not sought by collusion to obtain any advantage over any other proposer.
8. Proposer agrees that the response to this proposal is a legal and binding offer and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation prior to acceptance of the offer.
9. Proposer is registered with the federal work authorization program e-Verify. The user identification number is: 1111164.
10. Payment Terms: Net 30 days.

General Business Information

Contact: Joshua Pennise, Senior Director

Telephone: 866-787-1359

Email: jpennise@sorenson.com

Firm Name: Sorenson Communications, LLC

Address: 4192 South Riverboat Road
Salt Lake City, UT 84123

DUNS number: 138404129

FEIN number: 26-1770427

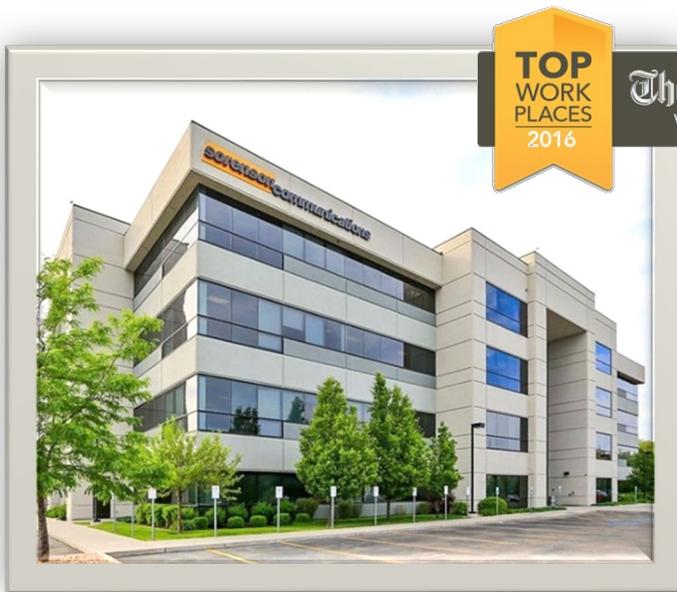
West Virginia Business

License Origin ID: 243200

Section 1: Profile and Experience

Sorenson Communications

Sorenson Interpreting Services is provided by Sorenson Communications, LLC, the largest employer of sign language interpreters in the world. Sorenson Communications has operated a 24/7/365 telephone interpreting service since 2006. This service, known as Sorenson Relay, is the leading provider of telephone relay solutions for Deaf people who use sign language to communicate. Sorenson Relay processes tens of thousands of relay calls each day. In 2011 Sorenson began offering Video Remote Interpreting (VRI) and in 2015, Sorenson began offering on-site American Sign Language interpreting services. In 2016, the Salt Lake Tribune named Sorenson Communications a “Top Workplace” in Utah. In January 2020, Forbes recognized Sorenson as one of the Best Employers for Diversity 2020 in the United States. Of 500 employers, Sorenson ranks number 249 on that list. In August 2020, Forbes again recognized



Sorenson as one of the Best Employers of Women. Of the top 300 employers, Sorenson was ranked 112.

Sorenson Communications operates more than 100 brick and mortar local interpreting centers in almost every U.S. state. Sorenson Communications opened its Charleston, West Virginia Interpreting Center in 2008.

Statement of Work

The West Virginia School for the Deaf is seeking qualified interpreters to work over video for teachers, staff and students for meetings, classes, events and activities as necessary. Meetings, classes, events and activities will be performed over web-based applications.

All interpreters are employed by Sorenson Communications® and are not in a sub-contractual, independent contractor or free-lance contractual relationship. Sorenson Communications is registered to do business in the state of West Virginia. Sorenson’s Organization ID is 243200.

Sorenson is bidding to provide qualified Educational Sign Language Interpreting Services provided over video (VRI) to meet this objective Sorenson will provide:

- Staff Interpreters who are trained and tested for aptitude in educational sign language interpretation
- Staff interpreters who are registered with the WV DHHS
- Staff Interpreters that meet all criminal background checks of WVSD including checks of Sexual Offender/Child Abuse registries

Sorenson Mission, Culture, and Values

Sorenson's mission is Connecting Life – people, conversations, and moments. Sorenson was founded on the principle that communication and being understood is fundamental to the human experience. Sorenson believes that linguistic rights are human rights, and that the right to express oneself in their native signed language should not be suppressed. Sorenson works towards building a world where signed languages are as respected and celebrated as spoken languages.

Management Team and Interpreting Staff

Sorenson leadership is committed to serving customers and colleagues with compassion. We think innovatively about products, services, and people. At Sorenson, we foster diversity, inclusion, and professionalism to achieve success. We are relentless in our commitment to the preservation of Deaf culture and American Sign Language and believe in equal communication between the Deaf and hearing communities. Daily, we seek to honor the trust our customers place in us.

Sorenson provides quality educational interpreting services by:

- Providing staff interpreters with experience and expertise in a wide range of education interpreting settings
- Understanding the unique demands of educational interpreting
- Working as part of an educational team
- Matching interpreters with students based on language preferences and educational needs
- Ensuring interpreters are roles models and language models
- Providing interpreting services that support students' educational goals and outcomes
- Performing background checks and drug screenings on all interpreters.

All Sorenson interpreters conduct their work as an employee (W-2) of Sorenson Communications®. As such, Sorenson follows all relevant employment law, state and federal regulations and affords its employees earned benefits including Workman's Compensation Insurance. Additionally, Sorenson interpreters are required to submit a copy of their driver's

license and agree to a check of their motor vehicle driving record for the three-year period prior to hire. Sorenson Interpreters must also submit a copy of their automobile registration and auto insurance declaration page showing they carry the minimum liability coverages pursuant to West Virginia's insured motorists' requirements.

An experienced management team leads Sorenson's West Virginia community interpreting services. Members of the team include:

Jennifer Casto, *Director of Interpreting Charleston West Virginia*, is a professional, certified sign language interpreter with more than 12 years of experience in myriad interpreter settings. Jennifer holds three certifications including RID's NIC, Ed:K-12 and a Level III from NAD. Jennifer supervises all Sorenson West Virginia interpreters and is responsible for all operations, budget and scheduling of the West Virginia Center where she supervises 12 video and community interpreters.

Kim Guggemos is the *Director of Interpreting Over Video* at Sorenson Communications. She is responsible for the daily operations and management of the Over Video department. Kim began her Sorenson career in the VRS Operations Department in 2008. In 2013 she became a call center director and in March of this year became Director of Interpreting Over Video where she manages a department of over 145 video interpreters. Kim has extensive experience in private sector project and personnel management and is an Air Force veteran.

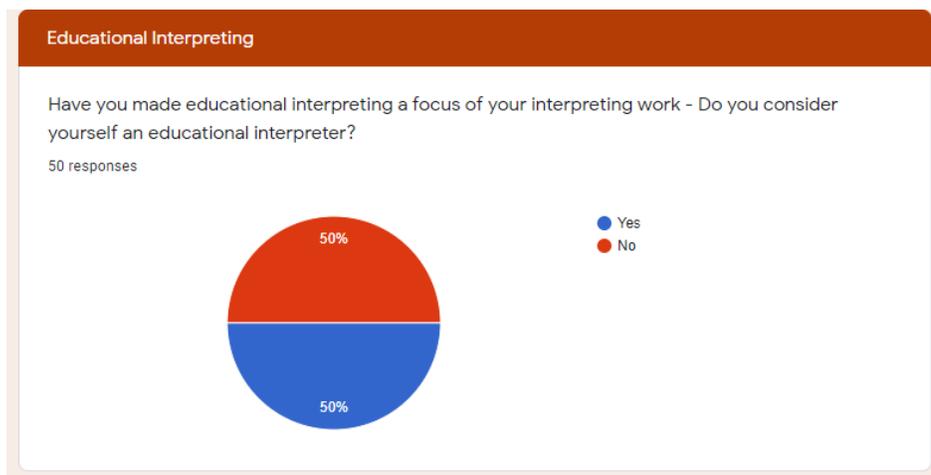
Jessica Newman, *Account Manager*, has worked as a professional interpreter for 6 years. Jessica is responsible for communicating with SIS customers and consumers to ensure a seamless coordination experience for all parties. Prior to coming to SCIS, Jessica worked in the field of Deaf education at the Pennsylvania School for the Deaf and then at St. Joseph's School for the Deaf in New York. She also taught American Sign Language (ASL) at St. Joseph's School for the Deaf for hearing parents and community members, covering topics from ASL vocabulary and grammar to Deaf culture. Jessica then transitioned into educational interpreting working as an independent contractor in the New York City public school system before joining Sorenson as a Video Relay Interpreter in 2015. As Account Manager, Jessica will be the point of contact (POC) for the daily oversight of assignment intake, interpreter coordination, reporting, and quality assurance of the contract.

Bonnie Marsh, *Staffing Manager*, is an RID certified and Utah-Professional certified interpreter who has been working in the interpreting field for over 15 years. She began working with Sorenson Communications in 2004 as a VRS interpreter. In 2006 she transferred to Sorenson headquarters as a staff interpreter. Bonnie has also taught interpreting in the COMPASS program through the VRS Interpreter Institute (VRSII). She joined the SCIS team in 2017 as the SCIS Staffing Manager. Bonnie has a Bachelors and Masters of Science in Anthropology from the University of Utah.

Interpreting Staff

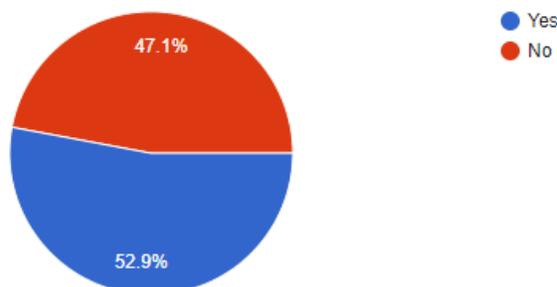
Sorenson’s West Virginia area Interpreting center has recruited, hired and prepared 12 certified staff interpreters to work in the community and over video (VRI). In addition, Sorenson has a robust VRI team of more than 145 nationwide staff interpreters working 24/7/265 to meet the demand for VRI brought on by the pandemic. Sorenson interpreters can interpret over the customer’s preferred platform (Teams, MS Meet, Chime, Zoom, etc.).

To prepare for this response, Sorenson’s West Virginia staff and Sorenson VRI team were surveyed to assess their fit and interest in the statement of work. Fifty-one interpreters responded in total. When asked if they consider themselves an educational interpreter, 50 responded and of that number 25 interpreters report that of their overall interpreting work they consider themselves an educational interpreter.



It should be noted that even though some of Sorenson’s team may not consider themselves educational interpreters more than half responded they have experience working k-12 educational settings over video in the past year.

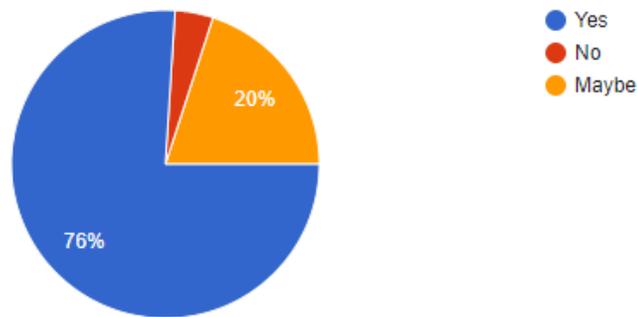
Have you interpreted for K-12 classes over video in the past year?
51 responses



The WVSD RFP requests suppliers have at least 2 interpreters available to work on this contract. Should Sorenson be awarded this contract there are at least 36 staff interpreters available to satisfy WVSD’s requirement.

If Sorenson asked you to interpret K-12 educational work for staff meetings, events and activities over video would you be interested?

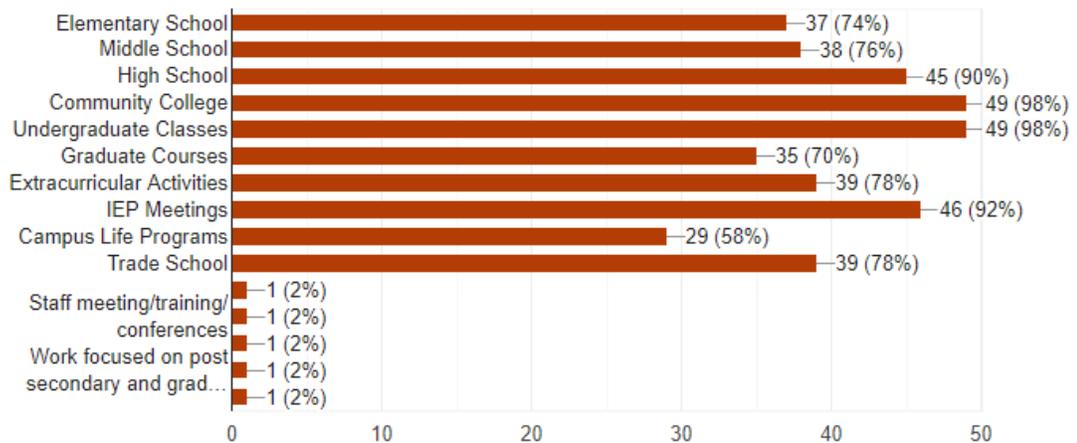
50 responses



Specifically, Sorenson’s interpreters report they are experienced in the following areas of educational interpreting:

Check areas that you have experience working:

50 responses



Interpreter Qualifications and Requirements

Sorenson values RID certification and pays a premium salary for those who obtain it. Additionally, interpreters are recognized for other certifications such as the Board for Evaluation of Interpreters (BEI), and state Quality Assurance Screenings. Experience has shown, however, that certification is not a sufficient measure of interpreter skills and qualification. To that end, Sorenson has established a proprietary interpreter screening exam for all candidates. These screening results, along with credentials held, give Sorenson a better context for making hiring and placement decisions.

Sorenson interpreters are recognized for obtaining RID certification. All Sorenson interpreters are skill screened prior to hire – even if they have RID certification!

Each interpreter provided by Sorenson is a trusted employee who has been interviewed, screened, background checked, and drug tested. All Sorenson employees have been vetted and are legally allowed to work in the United States. Sorenson is registered with the e-Verify program (User ID: 1111164) and will continue to use the federal work authorization program throughout the contract period when hiring new employees.

Deaf Interpreters

Deaf interpreters are an integral part of both the Sorenson management team and front-line service provision. Deaf interpreters, whether or not they are certified, are required to take a skill screening designed specifically to measure their specific tasks. As with all interpreter candidates, training, experience, and professional activities are part of the context used to make both hiring and placement decisions.

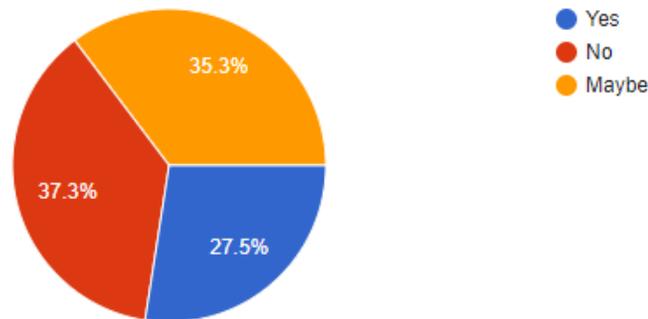
Interpreter Behavior

During the performance of this contract, Sorenson interpreting staff will:

- Adhere to RID's Code of Professional Conduct (CPC) including maintaining confidential communications;
- Possess the professional skills and knowledge required for the specific interpreting situation;
- Conduct themselves in a manner appropriate to the specific interpreting situation;
- Demonstrate respect for consumers and colleagues, and
- Maintain ethical business practices.

Have you obtained over 25 hours of documented educational interpreting training (workshops, seminars, classes) in the past 4 years?

51 responses



Section 2: Qualifications and Reliability

Ensuring Quality

Sorenson strongly believes that all Deaf persons, including children, deserve quality interpreting services. To that end, every Sorenson community interpreter is screened for skill through a rigorous assessment. This assessment tests the candidate's ability to interpret in a variety of settings and levels of formality. The work sample is recorded and scored by two neutral raters—one Deaf language expert and one hearing interpreting expert. According to the National Consortium of Interpreter Education Centers (NCIEC) in their 2013 report titled 'Report on Referral Agencies Needs Assessment' only 17% of sign language interpreting agencies across the United States screen interpreters for their actual ability to interpret¹. Sorenson departs from this industry standard in a significant way by requiring universal skill measuring of all new hires certified or not.

Once quality is assured at hire, it is maintained by providing regular and free continuing education training. Sorenson interpreters can take in-person as well as online synchronous trainings provided by industry leaders and experts. Current topics include customer service, ergonomics, ethical decision-making, processing stress and vicarious trauma, cognitive processing, Black/African American ASL usage, and other vital topics.

Sorenson is committed to providing education and improving the quality of access to interpreting services. In 2019, Sorenson's Interpreter Education and Professional Development

¹ www.interpretereducation.org/wp-content/uploads/2016/03/Referral_Agency_Report_2013.pdf, page 9

(IEPD) Department provided more than 25,000 hours of instruction to more than 6,000 American Sign Language (ASL) interpreters. Of this total, 14,490 hours were eligible for continuing education units (CEUs), which are required to maintain professional credentialing.

In addition to quality assurance, Sorenson conducts a quality control program requiring regular live assessment and observation of interpreters' work. These assessments check for interpreting accuracy as well as professionalism and appropriate behavior on-site. Feedback from Deaf consumers is sought through our ASL-based customer service line (844-720-1891), email (communityinterpreting@sorenson.com) and through, where allowed, regular check-ins through focus groups or forums.

Requesting Services

Sorenson's internal protocols ensure all interpreting requests are triaged for time sensitivity and handled appropriately. SIS' focus is to provide the right interpreter for every interpreted event. When a request is made by phone or email, an SIS staffing coordinator will record intake information necessary for each assignment. Accurate and complete assignment information enables SIS to provide the interpreter with clear information so they arrive on time and best prepared. Information gathered includes the following:

- Name and phone number of authorized requestor (employee who is approved to make financial decisions/request services)
- Name and direct phone number of on-site contact person for day of services
- Address of service location, building security procedures, entrance information, room number, etc.
- Date, time, and duration of event
- Description of the event
- Name of Deaf, Deafblind consumer (necessary to honor preferred interpreter choices and to avoid conflicts when assigning interpreters)

Once an interpreting request is received the WVSD requester will receive an email message titled "New Job Created" as a means of confirming the assignment details. As soon as this email is sent, SIS' staffing coordination team begins work on securing a qualified interpreter. Those steps are outlined in the next section. A follow up message will be sent when an interpreter is assigned.

For quality assurance and control reasons, Sorenson's aim is to cover all assignments with staff interpreters. Where necessary, Sorenson subcontracts with vetted partner agencies, which account for approximately 3% of all jobs filled nationwide.

Sorenson's Interpreting scheduling office is available 24 hours per day, 365 days per week via a toll-free number (800-659-4783). This is accomplished through live answering of our toll-free telephone and videophone lines, as well as a general request email inbox (communityinterpreting@sorenson.com) by Sorenson's Staffing Coordination department.

Assignment Coordination

Sorenson Interpreting believes that a 'hands on' approach to scheduling results directly in higher number of filled assignments and customer satisfaction. On the back end, SIS staff will carefully work to match each assignment to the appropriate interpreter taking into consideration multiple factors including: employee language usage, assignment content, the employees' interpreter preferences, and the interpreter's travel distance to the assignment location.

Assignment announcements are sent to only those interpreters qualified for the work in the requestors' geographic region unless the requestor makes a "preferred interpreter" request. The email provides an abbreviated description of the assignment, location, date, start time and end time with 2 response option buttons to "accept" or "decline" the assignment.

Once the assignment is accepted by the interpreter an automated notification is sent to the dashboard turning the assignment to a different color. Additionally, an automated notification is sent to the interpreter with a link to insert into their calendar.

Assignment Details

- **Job Type:** Teamed. Workplace Meetings
- **Location:** [removed for example purpose only] (20260)
- **Expected Start:** 01/04/18 9:00 AM EST [example only]
- **Expected End:** 01/04/18 12:00 PM EST [example only]

I'm available!

or

I'm NOT available

Best Regards,
The SCIS Team [800-659-4783](tel:800-659-4783)
communityinterpreting@sorenson.com

Dear [interpreter name],

You have been assigned to the booking at the time and location detailed below.

Assignment Details

- **Customer:** [example, name inserted]
- **Consumer:** [example: TBD]
- **Job Type:** Workplace Evaluation
- **Location:** [address inserted here]
- **Language:** American Sign Language
- **Requested By:** [name and phone number inserted here]
- **Start:** 12/28/17 2:00 PM EST
- **End:** 12/28/17 4:00 PM EST
- **Onsite Contact:** [name and phone number inserted here]

Please log in to [URL link here. URL removed for confidentiality] to see additional job specific information.

This email should be destroyed following completion of this assignment.

Best Regards,

The SCIS Team.

[800-659-4783](tel:800-659-4783)
communityinterpreting@sorenson.com

***Automated
email sent to
interpreter
upon
confirmation
of assignment***

Additional On-Site Interpreting Considerations

Preparation Materials

Any relevant materials that will be used during the course of the interpreted exchange should be forwarded to the designated Account Manager as soon as possible so that the assigned interpreters may prepare in advance. These materials will be handled with strict confidence and will be returned, stored, or destroyed at the end of the appointment.

Teaming

Some interpreting assignments require more than one interpreter. A team of interpreters may be made up of two hearing interpreters, one hearing interpreter and one Deaf interpreter, or some other combination. Situations that may require a team include an assignment over two hours in length, lecture periods over an hour, small group meetings, legal proceedings, interpreting for consumers who are Deafblind and use tactile communication, or Deaf consumers who are not fluent in American Sign Language. SIS will prioritize consistency in interpreters; wherever possible we'll assign the same interpreters to the entirety of any on-going courses.

Occupational Safety

Sorenson is responsible to ensure the physical safety of our employees and to abide by relevant state labor laws with respect to adequate break time during a work period. Sorenson will work with WVSD to create a scheduling strategy that ensures coverage which protects the health and safety of its staff.

The designated Account Manager will work with the point of contact to determine the appropriate number of interpreters for each assignment. If the nature of the assignment was not accurately described in the request and one interpreter is not sufficient to the needs of the appointment, Sorenson Interpreting reserves the right to dispatch a second interpreter and charge for the necessary additional service.

Assignment Time

Standard practice for VRI include a 30-minute minimum. Assignments that run over the scheduled assignment time will be charged for each minute of time thereafter.

Cancellation Policy

A minimum of 24 hours' notice is required to cancel a VRI assignment to avoid being charged. VRI assignments cancelled with less than 24 hours' notice will be charged the full amount of scheduled time.

Section 4: References

School Reference	State	Contact Person	Contact Information
Fannin County Schools	Georgia	Shannon Miller	smiller@fannin.k12.ga.us 706-632-3771
Edmonds School District	Washington	Alicia Carter	cartera@edmonds.wednet.edu 425-431-7207
Lubbock Public Schools, Regional Day School Program for the Deaf	Texas	Amy Stoesser	amy.stoesser@lubbockisd.org 806-219-0372

Exhibit A
WV Schools for the Deaf and Blind
Video Remote ASL Interpreter Services

Description	Unit of Measure	Unit Cost	Estimated Quantities*	Extended Cost
Video Remote Sign Language Interpreter	per hour	\$ 75.00	2960	\$ 222,000.00
			Total Bid Amount	\$ 222,000.00

** Estimated quantities are for bidding purposes only, more or less may be purchased by the agency.*

Bidder/Vendor Information:

Name:	Sorenson Communications, LLC
Address:	4192 S Riverboat Road
	Salt Lake City, UT 84123
Phone Number:	866-787-1358
Email Address:	jpennise@sorenson.com
Authorized Signature:	Signed in Proposal