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Header @ 4

List View

General Information | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#) | [Clarification Request](#)

Procurement Folder: 1467650

Procurement Type: Central Master Agreement

Vendor ID: VS0000046558

Legal Name: Connect Interpreting Agency LLC

Alias/DBA: Connect Interpreting Agency LLC

Total Bid: \$275,000.00

Response Date: 08/03/2024

Response Time: 0:28

Responded By User ID: ConnectAgency

First Name: Beth

Last Name: Brown

Email: connectinterpreting@gmail.c

Phone: 4808228499

SO Doc Code: CRFQ

SO Dept: 0403

SO Doc ID: DBS2500000001

Published Date: 7/19/24

Close Date: 8/6/24

Close Time: 13:30

Status: Closed

Solicitation Description: Remote Video Interpreters for WVSD

Total of Header Attachments: 4

Total of All Attachments: 4



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

State of West Virginia
Solicitation Response

Proc Folder: 1467650
Solicitation Description: Remote Video Interpreters for WVSDB
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-08-06 13:30	SR 0403 ESR08022400000000842	1

VENDOR
VS0000046558
Connect Interpreting Agency LLC

Solicitation Number: CRFQ 0403 DBS2500000001
Total Bid: 275000 Response Date: 2024-08-03 Response Time: 00:28:31
Comments:

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

Vendor Signature X	FEIN#	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Remote Video interpreters	2500.0000	HOUR	110.000000	275000.00

Comm Code	Manufacturer	Specification	Model #
90121702			

Commodity Line Comments: See additional pricing parameters as listed in the solicitation response pages 7-10 under the "Pricing" heading.

Extended Description:

Quantities are estimated and 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 - Prof

Proc Folder: 1467650			Reason for Modification:
Doc Description: Remote Video Interpreters for WVSDB			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-07-19	2024-08-06 13:30	CRFQ 0403 DBS2500000001	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000046558
Vendor Name : Connect Interpreting Agency LLC
Address :
Street : 3324 E Ray Rd #1077
City : Higley
State : Arizona
Country : USA
Zip : 85236
Principal Contact : Beth Brown
Vendor Contact Phone: 480-822-8499
Extension:

FOR INFORMATION CONTACT THE BUYER

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

Vendor
Signature X *Beth Brown*

FEIN# 46-1098629

DATE 8/2/2024

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

ADDITIONAL INFORMATION
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, multi-award contract(s) for services to provide American Sign Language interpreter(s) to provide remote video 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) per the attached specifications and terms and conditions.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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SCHEDULE OF EVENTS
<div> <div>Line</div> <div>Event</div> <div>Event Date</div> </div>

	Document Phase	Document Description	Page 3
DBS2500000001	Final	Remote Video Interpreters for WVSDB	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



Connect Interpreting Agency LLC

Primary Contact:

Beth Brown

3324 E Ray Rd. #1077

Higley, Arizona 85236

Phone: 480-442-2540

connectinterpreting@gmail.com



Centralized Request for Quote

CRFQ 0403 DBS2500000001

Remote Video Interpreters for WVSDB

West Virginia Schools for the Deaf and the Blind (WVSDB)

301 East Main Street Romney, WV 26757

Connect Interpreting Agency (CIA), is an ever-growing Woman Owned Small Business (WOSB) sign language interpreter referral agency based in Gilbert, Arizona. Connect Interpreting Agency provides on-site and remote access via Zoom, WebEx or Google Meets support with qualified, certified, and licensed sign language interpreters for Deaf and Hard of Hearing consumers. This letter is to notify West Virginia Schools for the Deaf and the Blind (WVSDB) of our interest to Remote Video interpreting services that can be performed online via internet connection with qualified, certified, and licensed sign language interpreters for Deaf and Hard of Hearing service needs as laid out in CRFQ 0403 DBS2500000001

Remote Video Interpreters for WVSDB solicitation. Connect has a complete and full understanding of the requirements and scope of work detailed within this solicitation, and we have the ability to comply with all terms, requirements and conditions of the resultant contract.

Beth Brown is highly qualified and has more than 25 years' experience working with Deaf and Hard of Hearing consumers in K-12 educational settings. Through this experience Beth has developed a working knowledge of child development and language development as it pertains to the educational setting for sign language interpreting. Beth has held leadership positions in various capacities, her skills, knowledge, and leadership have proven that there are no bounds when it comes to hard work and dedication. Beth is certified by the Registry of Interpreters for the Deaf (RID) with a specialty in K-12 sign language interpreting. She also holds a 4.0 EIPA certification. Beth Brown's specialization and expertise is in educational interpreting settings. Responsibilities with Connect Interpreting Agency include social network upkeep, Community outreach and advocacy, and interpreting when needed and is the main point of contact.

Connect Interpreting Agency believes in supporting equal opportunities for Deaf and Hard of Hearing consumers and strives to be a bridge between the Deaf and hearing worlds to foster equal opportunities. Connect Interpreting Agency officially began building those bridges in April 2012 and has grown into a resource for Deaf communities around the United States. Connect Interpreting Agency strictly adheres to the RID-NAD code of ethics and guidelines for quality educational interpreters.

Connect Interpreting Agency is excited to begin a working relationship with West Virginia Schools for the Deaf and abides by the standards, parameters and expectations set within this Centralized Request for Quote for The West Virginia Purchasing Division as set forth in this solicitation bid. We look forward to offering our collaborative expertise and experience providing services for those needing Remote Sign Language interpreting services.

Respectfully Yours,
Beth Brown/ Owner



Connect Interpreting Agency

Experience and Expertise

Connect Interpreting Agency has interpreters who work in various venues including Pre-school level up through post-secondary assignments. Each and every interpreter is vetted in their skill and experience to make sure they are a good fit to work in that environment and that resources are available to them to increase their ability to service students' needs appropriately.

It is imperative that we maintain an accurate list of qualified, certified and trained interpreters and service support providers who have specialized training and expertise in various areas such as K-12.

As certified interpreters are to remain up-to-date with their certifications, it is crucial for each and every interpreter to remain RID (Registry of Interpreters for the Deaf) active, which is a national membership organization. It is a part of the only national, professional organization that represents the needs and concerns of interpreters. Through RID's committee structure, members are offered the opportunity to become involved in addressing the concerns of today as well as helping to shape the growth of the profession. Interpreters must also be active with their state affiliation chapters of where they are accepting work as well as certifying organizations as there are guidelines that have expirations and limitations placed on interpreters at each state level. This includes all the provisions set forth in section 3 of the solicitation and is outlined below.

3.1 SIGN LANGUAGE INTERPRETERS WILL....

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 the EIPA or experience interpreting for a 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 Sign Language Interpreters must 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 perform background check with contracted vendor prior to performing services at the facility.

3.1.9 Sign Language Interpreter 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.

All Connect Interpreting Agency contractors/interpreters shall possess proficiency in English and in American Sign Language and be able to demonstrate the ability to translate from English to American Sign Language and vice versa. Each interpreter that works with Connect Interpreting Agency are required to have one of the following to work: EIPA (3.5 or higher), RID/NAD certification, CDI certification, and a state General License. Connect Interpreting Agency interpreters are state certified and or nationally certified and therefore meet all the required qualifications of the solicitation.

All interpreters working with Connect Interpreting Agency are monitored to ensure that all certifications and training are up-to-date. Connect Interpreting Agency maintains a list of interpreters who hold a current fingerprint clearance card which can be provided at the time of service. Connect Interpreting Agency has a vast list of available resources to service interpreting needs. Connect Interpreting Agency requires all resources to be vetted which includes, validating licensing, education, experience, proper insurance, health, background checks, and fingerprint cards. Connect Interpreting Agency maintains a list of valid state license holders and certification level holders of those who are currently in the system and can accept service work with Connect Interpreting Agency. Connect Interpreting Agency is always welcoming new interpreters to the team. All interpreters must follow state guidelines for interpreting per the state they are working with.

Connect Interpreting Agency maintains a list of interpreters who hold a current fingerprint clearance card. Connect Interpreting Agency will not send an interpreter to fulfill a K-12 request without the interpreter first providing Connect Interpreting Agency with a copy of their clearance card and any other pertinent certification required to be online. If West Virginia Schools for the Deaf and the Blind (WVSDB) requires an additional background check, Connect Interpreting Agency would be more than happy to accommodate that desire. All of Connect Interpreting Agency's independent contractors comply with guidelines and policies set forth by each school district for whom they provide services.

Interpreters understand that working remote assignments does not include chargeable items such as mileage, living expenses and travel costs, including travel time associated with performance as it does not pertain to online virtual assignments.

Method of Approach

West Virginia Schools for the Deaf will be able to have clear communication pathways, an understanding of how services are used, and clear methods of booking services, making collaborative scheduling simple and easy. Connect Interpreting Agency fully understands the Scope of Work and will manage our interpreters to fully meet the hours requirements required as outlined in solicitation CRFQ 0403 DBS2500000001. We provide an integrated system with everything – requests, jobs, confirmations—all in one place. Our software is a scheduling and logistical management system that gives a service coordinator the ability to seamlessly manage, allowing ease of access, follow-up reporting, and full access to communication pathways of how services are used, and clear methods of booking services take place. By elevating our services to the Web, we avoid organizational barriers and physical communication delays. Connect Interpreting Agency understands the parameters as outlined in the solicitation and will abide by the General Requirements as set forth in in section 4. GENERAL REQUIREMENTS as follows

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

4.1.1 Sign Language Interpreter Responsibilities: Sign Language Interpreters must provide remote video sign language interpretation during the hours determined for meetings, events, and classroom interpreting services or upon request. The meetings, events and classroom interpreting services occur in Romney, West Virginia and 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 as outlined in ATTACHMENT A of this solicitation.

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 WVSDB staff, students and other deaf or hard of hearing individuals attending or participating in meetings/events/classrooms.

4.1.1.3 CIA must provide Sign Language Interpreter services.

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

4.1.1.5 If WVSDB 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.

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

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

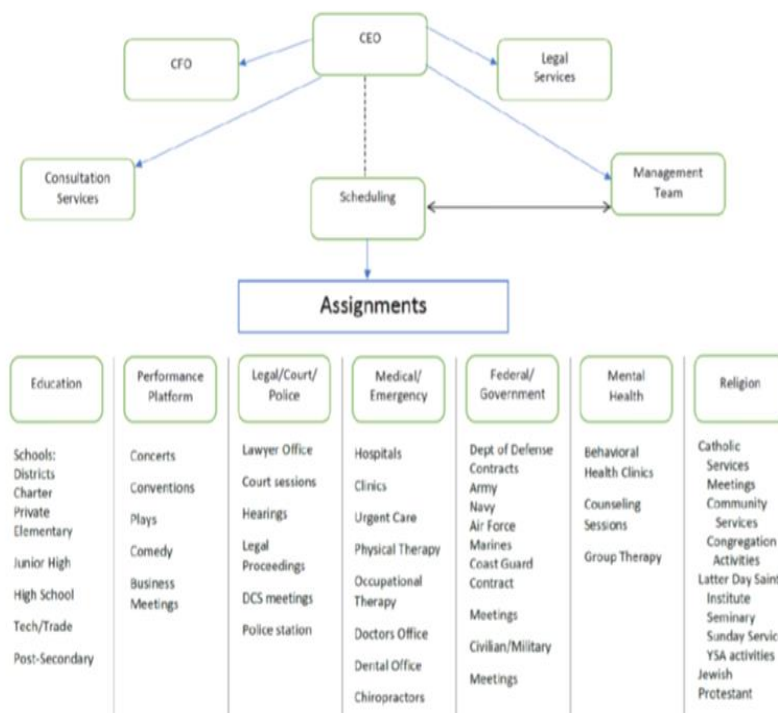
Turnaround times for requests are 24-48 hours with interpreter confirmations to requesting clients. Transparency while maintaining privacy is of the utmost importance when working

within this industry. Connect Interpreting Agency provides licensed, qualified, certified, and experienced sign language interpreter/contractors, and service support personnel to deaf and hard of hearing consumers. Connect Interpreting Agency strictly adheres to the standards and laws set by local cities, counties, states and countries enabling Deaf consumers to have direct flexible and timely access to signing, interpreting and document transcription services across a fully integrated and automated data platform.

The process starts with a request through our website and includes calendar invites for meetings which can be handled via Google small business platforms for messages, text, email, and telephone, eliminating most travel and delays. This facilitates near real-time response to deaf and hearing customer requests, assignment confirmations, email requests, and consumer/client feedback for performance recording, and validated hours for invoicing. Through incorporation of technology and the power of a laptop, our work goes where we go, our customers and the deaf community go, allowing us to connect with anyone, anywhere at any time, worldwide while remaining FERPA & HIPAA (Family Educational Rights and Privacy Act of 1974 & Health Information Portability and Accountability Act of 1996) compliant.

When a client requires a Connect Interpreting Agency interpreter/contractor, on a particular date, at a specific time and location. Utilizing our web-based software, the interpreter/contractor is matched to the requirement. The Connect Interpreting Agency interpreter/contractor trained in the particular service required by the client, has access to the information from the client. A manager oversees the entire contract, determining its direction, services, and support availability. Connect Interpreting Agency Service Coordinators are assigned to functional area services, including all educational coverage needs, facilitating communication and collaboration between

all parties. Our accounting module keeps track of the billable hours of service providers working across the deaf community to support requirements.



Connect Interpreting Agency has been providing services and maintaining working relationships in this industry in the state of Arizona for the past 12 years with various contract wins. Utilizing “Googles business systems” has enabled Connect Interpreting

Agency to align our website, scheduling, and email system in one seamless entity. Along with our technology abilities it's imperative that we maintain an accurate list of qualified and certified interpreters who have specialized training and expertise in various areas such as K-12, post-secondary, mental health, medical, legal, business, religious, and platform/performance. Our administrative staff responds through our in-place infrastructure and our office goes where we go, making communication readily available in virtually any place, any time.

Connect Interpreting Agency will meet all requirements for deliverables in the format and timeframe as required in the solicitation. Connect Interpreting Agency uses a distributed automated system as a business model. We could generate any report under any given schedule in any format desired. As an added measure of success for the student, due to COVID-19 and as changes have been made to the educational environment, we provide consumers with quality online or remote interpreting services.

Connect Interpreting Agency believes that success comes from building and maintaining relationships. There are checks and balances put in place to make sure that quality service is taking place or discover if changes need to be made. As with every industry not everyone will be happy with the services provided. Connect Interpreting Agency implements solutions when problems arise. This is discovered by feedback surveys, on-site visits, Zoom meetings, check-in calls, response emails, and website feedback submission forms. Connect Interpreting Agency values feedback from hearing and deaf consumers alike to ensure the interpreters placed are appropriately matched. Connect Interpreting Agency management takes the time to assess each ongoing assignment so a suitable match can be made, and all parties involved are satisfied. Connect Interpreting Agency shall agree upon a schedule for performance review of the contract items listed in this solicitation so as to maintain a standard of excellence between the vendor, agency and deaf consumer. As such we recognize that

Pricing

Pricing schedules, policies and parameters when working with Connect Interpreting Agency are outlined as follows:

PAYMENT AND INVOICING

Payment

Payment shall be made by the client to Connect Interpreting Agency LCC, P.O. Box 1077 Higley, AZ 85236 on a net 30 basis after receipt of invoice. Any payments received 31-45 days after submission of invoice will incur a 20% late fee that will be added to payments owed. If payments are received after 45 days a 25% additional late fee (calculated to include the 20% already added) will be incurred. In addition to any other right or remedy provided by law, if Client fails to pay for the Services when due, Connect Interpreting Agency has the option to treat such failure to pay as a material breach of this Agreement and may seek legal remedies. The client will be responsible for any legal fees acquired for lateness or non-payment.

Invoicing

Invoices will be submitted electronically to _____. Or emailed according to the solicitation parameters or state guidelines. Invoices will be sent after the services have been rendered within 1-2 weeks.

The Client will be responsible for informing Connect Interpreting Agency of any e-mail or contact name changes.

Connect Interpreting Fee Schedule for Sign Language Services is as follows:

Fee schedule for services requested will apply to the following and **ALL** fees are subject to a 2-hour minimum per industry standard. Contract time refers to the time requested and billed accordingly.

HOURLY RATES for Sign Language Interpreting Services

Standard Rate for assignments - \$110/hr (2-hour minimum applies)

Less than 5 business days' notice for other assignments - \$115/hour

Trilingual (English, Sign Language, Spanish) interpreter - \$120/hour

48-hour to 24-hour notice - \$120/hour (unless previously discussed)

24-hour or same day notice - \$130/hour (unless previously discussed)

“Other” ongoing assignments - \$110/hr

VRI Services (etc. Google Meets, Zoom, Web X) - \$110/hour - Standard rates apply

Short Notice Rate: 48-hour to 24-hour notice – base rate +\$5/hr.

Same Day Notice Rate: 24-hour or same day notice – base rate +\$7/hr.

Weekend /After hour assignments (Monday-Thursday 5pm-8am) – additional \$7/hour

Federal and State recognized holidays – base rate + \$7/hr.

“Ongoing” assignments are defined as assignments that have the same time and schedule of days (i.e.: M/W/F, T/R, M-F, etc.) lasting one week or longer. If an assignment is consistently requested but not always scheduled at the same time during the day it is not considered ongoing (ie: Monday 2pm-4pm, Wednesday 3pm-5pm, Friday 1pm-3pm for the same assignment is NOT ongoing), or the assignment involves different deaf consumers then it is not considered an ongoing assignment. If you are unsure if your request is considered ongoing or not, please ask so that we may be clear and have full transparency. We prefer to bill and schedule in hourly block units. i.e. full-day, half-day, 2-hour minimum.

“Other” assignments are defined as IEP meetings, extra-curricular activities, fieldtrips, sports events, plays, etc. that are not considered ongoing due to the inconsistency of the scheduling or a one-time event. Connect Interpreting Agency reserves the right to decide what assignments are considered “ongoing” or “other.”

Additional fees that may apply include but are not limited to:

Extra-curricular activities (or activities that fall outside of the standard class time) that require the interpreter to ride with a d/hh consumer in a bus (or other designated travel vehicles) shall incur

the same rate of interpreting fees as stated above for the duration of travel as well as any services provided pertaining to the activities. This also includes any possible trips out of state or any activities outside of regular contract hours.

Assignments lasting longer than the agreed upon time will be billed in 30 min increments.

Deaf consumer “no-show” will be billed and paid in full. Connect Interpreting Agency asks the interpreter to wait 30 minutes to make sure the deaf consumer is not late. After 30 minutes per contracted hour or 1 hour total, the interpreter is free to leave and the consumer is officially considered to be a “no-show”. This rule also applies with deaf consumers for standard appointments and the wait time should not exceed 15 min. per hour appointment.

ALL fees are subject to a 2-hour minimum per industry standard.

Multiple Interpreter Parameters

Requests lasting more than 60 minutes may require 2 or more interpreters depending on the length and type of assignment. Please discuss any concerns or questions regarding this parameter with Connect Interpreting Agency who will be more than happy to explain.

Cancellation Policy

Any cancellation of requests made 24 workday hours prior to assignment time will be billed and paid in full; this time frame does not include weekends (Friday 5pm to Monday 8am). To avoid these charges, cancellations must be made prior to 24 hours from the start of the assignment. For example, a cancellation made Friday for an assignment set for Monday is less than 24-hours’ notice.

If the requesting client/company fails to notify the contracting agency within at least two (2) calendar days of cancellation OR within 24 hours, the requesting client/company shall reimburse the Contracting company for the requested hours of service with a two-hour rate minimum, in accordance with the applicable rates contained in the solicitation.

Payments

Any payments received 45 days after submission of invoice will incur a 20% late fee that will be added to payments owed. If payments are received after 45 days a 25% additional late fee (calculated to include the 20% already added) will incur.

In addition to any other right or remedy provided by law, if a client fails to pay for the Services when due, Connect Interpreting Agency has the option to treat such failure to pay as a material breach of this contract and may seek legal remedies. The client will be responsible for any legal fees acquired for late or non-payment.

Connect Interpreting Agency accepts payment in accordance with the payment procedures of the state of West Virginia. All travel time associated with performance of this solicitation, or any anticipated mileage or travel costs are included in the hourly rate listed on the Vendor’s bid, and such costs will not be paid by the WVSDB separately is understood.

INSURANCE: Connect Interpreting Agency shall furnish proof of the insurance prior to Contract award. The insurance coverage will be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Connect Interpreting will provide the Agency with proof that the insurance mandated herein has been continued. Connect Interpreting Agency will 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 that insurance requirement is listed in this section is understood.



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State of West Virginia
Centralized Request for Quote
Service - Prof

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Doc Description: Remote Video Interpreters for WVSDB			
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Date Issued	Solicitation Closes	Solicitation No	Version
2024-07-19	2024-08-06 13:30	CRFQ 0403 DBS2500000001	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
VS0000046558

Vendor Name :
Connect Interpreting Agency LLC

Address :

Street : 3324 E. Ray Rd. #1077

City : Higley

State : Arizona **Country :**USA **Zip :**85236

Principal Contact : Beth Brown

Vendor Contact Phone: 480-822-8499 **Extension:**

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X

FEIN# 46-1098629

DATE 8/2/2024

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Remote Video interpreters	2500.00000	HOUR	110.00 (SEE Pricing schedule - page 7-10)	275,000.00

Comm Code	Manufacturer	Specification	Model #
90121702			

Extended Description:
Quantities are estimated and for bid purposes only.

SCHEDULE OF EVENTS
<div> <div>Line</div> <div>Event</div> <div>Event Date</div> </div>

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.

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

☐ 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 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 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 emails should have the solicitation number in the subject line.

Question Submission Deadline:

Submit Questions to:
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email:

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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

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.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus _____convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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 wvOASIS (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:

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 § 5A-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: 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: www.state.wv.us/admin/purchase/vrc/Venpref.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 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 the 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. 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.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor WV OASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 three (3) 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:

☐ the contract will continue for _____ years;

☐ the 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).

☐ **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.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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.

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document 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.

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

☐ **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.

☐ **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.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

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 in this section must be provided to the Purchasing Division by the Vendor as specified:

☒ **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.

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.

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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 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 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 foregoing, 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.

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9. WORKERS' COMPENSATION INSURANCE: 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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

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: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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 regarding 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 www.state.wv.us/admin/purchase/privacy.

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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

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

☐ 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.

☐ 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

44. 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.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of 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.

(Printed Name and Title) Beth Brown

(Address) 3447 E. Serrana Ct, Gilbert Arizona 85297

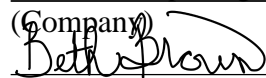
(Phone Number) / (Fax Number) 480-822-8499

(email address) connectinterpreting@gmail.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through WV OASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Connect Interpreting Agency LLC

(Company)


(Signature of Authorized Representative)

Beth Brown – Owner/Operator

(Printed Name and Title of Authorized Representative) (Date)

480-822-8499

(Phone Number) (Fax Number)

connectinterpreting@gmail.com

(Email Address)

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)

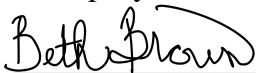
- ☐ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ 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.

Connect Interpreting Agency LLC

Company



Authorized Signature

8/2/2024

Date

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

REQUEST FOR QUOTATION
Remote Video 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, multi-award contract(s) for services to provide American Sign Language interpreter(s) to provide remote video 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 Service”** means the service described by these specifications.
 - 2.2 “Pricing Section”** means the schedule of prices, estimated order quantity, and totals used to evaluate the solicitation.
 - 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 the EIPA or experience interpreting for a 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** Sign Language Interpreters must 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.

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

- 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 perform background check with contracted vendor prior to performing services at the facility.
- 3.1.9** Sign Language Interpreter 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.

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 remote video sign language interpretation during the hours determined for meetings, events, and classroom interpreting services or upon request. The meetings, events and classroom interpreting services occur in Romney, West Virginia and 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 A**).

- 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 WVSDb 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.

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

- 4.1.1.4** Vendor must have a minimum of two (2) Sign Language Interpreter to fulfill contract services.
- 4.1.1.5** If WVSDb 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.
- 4.1.1.6** Vendor may invoice WVSDb a maximum of two hours per scheduled interpreter (hourly fee as shown on Commodity Line 1) if cancelation is less than 24 hours prior to meeting or event time.

**NOTE: SUCCESSFUL VENDOR MUST PROVIDE NAMES OF INTERPRETER(S) TO WVSDb
TWO DAYS PRIOR TO EVENT.**

5 CONTRACT AWARD:

- 5.1 Contract Award:** The Contract is intended to provide WVSDb with the Contract Services of American Sign Language interpreter. The Contract shall be awarded to the Vendor(s) that provide the required specifications in order beginning with the lowest hourly rate for the service. The vendor contract providing the lowest cost will be given first (1) priority for accepting/waiving orders for work, then the second (2) lowest receiving the second priority, and so on, until such time that all needs/orders are filled.

It is the intent of the Agency to increase the vendor pool in order to make sure that interpreting services are adequately covered at all times. Should the Agency be able to evaluate and award multiple contracts from this solicitation, the contracts shall be awarded to the Vendor(s) that meet the required specifications beginning with the lowest hourly rate for the service.

- 5.2 Pricing Section:** 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 type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation.

- 6. Performance:** Vendor and Agency shall agree upon a schedule for performance of Contract Items, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. Payment:** Vendor shall accept payment in accordance with the payment procedures of the state of West Virginia.

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

- 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 WVSDb 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 WVSDb 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 WVSDb's security protocol and procedures.
- 10. Vendor Default:**
- 10.1** The following shall be considered a vendor default under this contract.
- 10.1.1** Failure to perform Contract Services in accordance with the requirements contained herein.
- 10.1.2** Failure to comply with other specifications and requirements contained herein.
- 10.1.3** Failure to comply with any laws, rules and ordinances applicable to the Contract Services provided under this Contract.
- 10.1.4** Failure to remedy deficient performance upon request.
- 10.2** The following remedies shall be available to Agency upon default.
- 10.2.1** Immediate cancellation of this Contract.
- 10.2.2** Any other remedies available in law or equity.
- 11. MISCELLANEOUS:**

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

- 11.1 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: B e t h B r o w n -

Telephone Number: 4 8 0 - 4 4 2 - 2 5 4 0

Fax Number: N / A -

Email Address: connectinterpreting@gmail.com -

Cell Number: 480-822-8499 -



CODE OF PROFESSIONAL CONDUCT

Registry of Interpreters
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www.rid.org

NAD-RID CODE OF PROFESSIONAL CONDUCT

Scope

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

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

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

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

Philosophy

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

Voting Protocol

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

Adoption of this Code of Professional Conduct

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

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

Function of the Guiding Principles

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

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



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CODE OF PROFESSIONAL CONDUCT

Tenets

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

Applicability

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

Definitions

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

Colleagues: Other interpreters.

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

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

1.0 CONFIDENTIALITY

Tenets: Interpreters adhere to standards of confidential communication.

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

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

Illustrative Behavior - Interpreters:

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



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

2.0 PROFESSIONALISM

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

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

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

Illustrative Behavior - Interpreters:

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

3.0 CONDUCT

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

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

Illustrative Behavior - Interpreters:

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



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

4.0 RESPECT FOR CONSUMERS

Tenet: Interpreters demonstrate respect for consumers.

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

Illustrative Behavior - Interpreters:

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

5.0 RESPECT FOR COLLEAGUES

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

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

Illustrative Behavior - Interpreters:

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



CODE OF PROFESSIONAL CONDUCT

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

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.