

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

WOAS	IS		JI	ump to: PRCUID	👌 Go	🚮 Home	& Personalize	Accessibility	App Help	🐔 About
/elcome, Christopher W Seckman			Procurement		counts Rece		ounts Payable		_	
Solicitation Response(SR) Dept: 04	03 ID: ESR080624000000	00891 Ver.: 1 Functio	on: New Phase: Final	Modifie	d by batch ,	08/06/2024				
Header () 2										
									E	List View
General Information Contact	Default Values Discount	Document Information	Clarification Request							-
Procurement Folder:	1467650				SO Doc Co	de: CRFQ				
Procurement Type:	Central Master Agreement				SO De	ept: 0403				
Vendor ID:	VS0000046650	<b></b>			SO Doc	ID: DBS2500	000001			
Legal Name:	SignGlasses			P	ublished Da	ate: 7/19/24				
Alias/DBA:	SignGlasses				Close Da	ate: 8/6/24				
Total Bid:	\$200,000.00				Close Tir	ne: 13:30				
Response Date:	08/06/2024				Stat	us: Closed				
Response Time:	10:54			Solicitatio	on Descripti	on: Remote	Video Interpreters	for WVSDB	;	
Responded By User ID:	SignGlassesRFP	<b></b>		Total of Heade	r Attachmer	nts: 2				
First Name:	Karla			Total of Al	I Attachmer	nts: 2				
Last Name:	Ebert									
Email:	karla@signglasses.com									
Phone:	8019232624									



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 ESR0806240000000891	1		

VENDOR					
VS0000046650 SignGlasses					
Solicitation Number:	CRFQ 0403 DBS2500000001				
Total Bid:	200000	Response Date:	2024-08-06	Response Time:	10:54:52
Comments:					

FOR INFORMATION CONTACT THE Joseph E Hager III (304) 558-2306 joseph.e.hageriii@wv.gov	BUYER		
Vendor Signature X	FEIN#	DATE	

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 interp	oreters	2500.00	000 HOUR	80.000000	200000.00	
Comm	Code	Manufacturer		Specific	ation	Model #	
901217	702						
Commo	odity Line Comments	first hour. Because our service We do not charge ey We do not charge ey We recommend 24 h than 24 hours in adva	es are remo ktra for afte ktra for wee hours in ad ince.	ite, we do not chai r-hours services. ekends or holidays vance for requests	rge for travel expense. Our weekend and s and can often acco	holiday rates are the same. ommodate last-minute requests that a	
		increments. All service sessions	are subjec for a perio	t to a 24 business- d exceeding 4 wee	hour late cancellations hour late cancellations have been been been been been been been be	, billing will be incurred in 15-minute on policy per scheduled practitioner. 2 full week cancellation policy per sc	hedul

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		<b>Reason for Modification:</b>
Doc Description:	Remote Video Interpreters for		
	<b>•</b> • • • • • • • •		
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:			
Vendor Name :	SignGlasses, LLC		
Address :	159 W. Broadway, Suite 200		
Street :			
City :	Salt Lake City		
State :	UT Country :	US	<b>Zip</b> : 84101
Principal Contact :	Korey Hocker, President Korey	@signglasses.com	
Vendor Contact Phone:	(801) 923-2426	Extension:	

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

houghtaken

FEIN# 82-3231383

DATE 08/05/2024

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

Vendor

Signature X

### 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.

то	SHIP TO			
FOR THE DEAF &	SCHOOL F BLIND	OR THE DEAF &		
MAIN ST	301 EAST I	MAIN ST		
WV	ROMNEY		WV	
	US			
Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
Remote Video interpreter	2500.00000	HOUR	80.00	\$200,000.00
	FOR THE DEAF &	FOR THE DEAF & SCHOOL F BLIND MAIN ST 301 EAST WV ROMNEY US Comm Ln Desc Qty	FOR THE DEAF & SCHOOL FOR THE DEAF & BLIND MAIN ST 301 EAST MAIN ST WV ROMNEY US Comm Ln Desc Qty Unit Issue	FOR THE DEAF & SCHOOL FOR THE DEAF & BLIND MAIN ST 301 EAST MAIN ST WV ROMNEY WV US US UNIT Issue Unit Price

Comm Code	Manufacturer	Specification	Model #	
90121702				

### **Extended Description:**

Quantities are estimated and for bid purposes only.

# SCHEDULE OF EVENTS

Event

<u>Line</u>

Event Date

# 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 *wv*OASIS, 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 *wv*OASIS at its sole discretion. Such a prohibition will be contained and communicated in the *wv*OASIS system resulting in the Vendor's inability to submit bids through *wv*OASIS. 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 *wv*OASIS 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 *wv*OASIS. 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.

Revised 8/24/2023

# **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 *wv*OASIS (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: <a href="https://www.state.wv.us/admin/purchase/vrc/Venpref.pdf">www.state.wv.us/admin/purchase/vrc/Venpref.pdf</a>.

# 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 minorityowned 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 *wv*OASIS 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 \_\_\_\_\_\_\_\_\_. 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 \_\_\_\_\_\_\_\_\_ 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 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 of 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.

[]

[]

[]

[]

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: \_\_\_\_\_\_ per occurrence.

[] Automobile Liability Insurance in at least an amount of: \_\_\_\_\_\_\_per occurrence.

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

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

[] Cyber Liability Insurance in an amount of: \_\_\_\_\_\_ per occurrence.

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

[] **Pollution Insurance** in an amount of: \_\_\_\_\_\_ per occurrence.

[] Aircraft Liability in an amount of: \_\_\_\_\_\_ per occurrence.

[]

[]

[]

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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 <u>purchasing.division@wv.gov.</u>

**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 heath, 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:
  - 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)	Korey Hocker, President
(Address) 159 W. Broad	dway, Suite 200, Salt Lake City, UT 84101
(Phone Number) / (Fax Num	nber) (801) 923-2426
(email address) _Korey@si	gnglasses.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, 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.

(Company)

(Signature of Authorized Representative)

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

(Phone Number) (Fax Number)

(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. 6	No Addenda issued
[] Addendum No. 2	[] Addendum No. 7	through WVoasis
[] Addendum No. 3	[] Addendum No. 8	6
[] Addendum No. 4	[] Addendum No. 9	
[] Addendum No. 5	[] 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.

SignGlasses

Company

Bug taken

Authorized Signature

08/05/2024

Date

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

# 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.

- **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.

- **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 <u>TWO DAYS PRIOR</u> 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.

- 8. Travel: Vendor shall be responsible for <u>all mileage, living expenses and travel costs</u>, 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 <u>will not be paid</u> 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:**

**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.

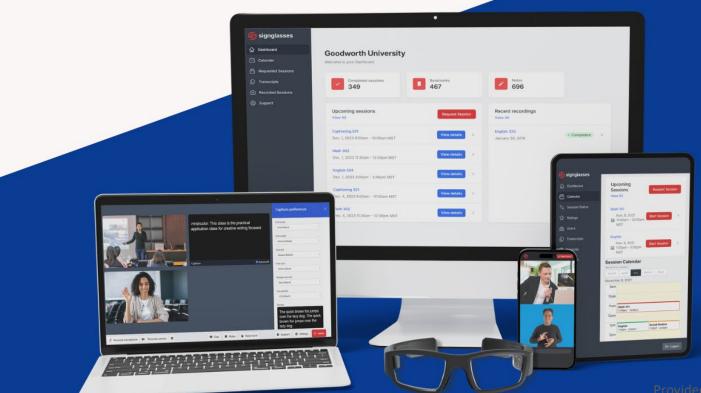
Contract Manager: _	Jason Webb
Telephone Number:	(757) 773-0106
Fax Number:	(801) 923-2426
Email Address:	Jason@signglasses.com
Cell Number:	(757) 773-0106



# Response to CRFQ 0403 DBS250000001 Remote Video Interpreters for WVSDB

Submitted to: WVOasis State of West Virginia, Department of Administration

August 06, 2024



### Provided by

SignGlasses, LLC 159 W. Broadway, Suite 200-261 Salt Lake City, UT 84101

> Korey Hocker Korey@signglasses.com (801) 923-2624



# Table of Contents

Cover Letter	3
Fees/Rates	5
Opportunity to Save	6
Experience	7
Past Experience	8
Business History	9
Management Plan	10
Scope of Services	10
Requests for Service	11
Service Delivery	11
DHH Users	11
Interpreters	12
Service Support	12
Key Personnel Assignments and Proposer Representative	13
Interpreters	13
Quality	15
Quality Control	16
Value Added Services	17



# **Cover Letter**

Please accept this submission as an indication of the interest of SignGlasses (SG) to provide West Virginia School for the Deaf & Blind (WVSDB) with Remote Video Interpreter (VRI) Services. We are prepared to support Deaf and Hard-of-Hearing (DHH) students, parents, and staff and ensure they receive the best VRI services available.

SignGlasses (SG) is WVSDB's provider of choice for Remote American Sign Language services. SG has established an expert team and we are uniquely positioned to ensure the school's Deaf and Hardof-Hearing (DHH) students, parents, and staff receive the best Remote ASL services available. SG is excited by the possibility of working in support of the Deaf and Hard-of-Hearing (DHH) community at WVSDB.

The proposal that follows supplements the requirements submitted online and outlines our understanding of the terms and conditions under which the Remote interpreting services are to be performed. Should SignGlasses' proposal be accepted, we agree to enter into a contract under the terms and conditions as set forth herein. Our proposal is a firm and irrevocable offer for a period of 120 days.

In addition to delivering these services, SG will provide WVSDB with complimentary access to our proprietary service booking and delivery platform. Use of the SG platform provides WVSDB with a central place to ensure timely service delivery, effective communication and coordination, and efficient management of remote services.

- ✓ Korey Hocker, President, is authorized to bind SignGlasses business contractually. Korey is one of the founders of the company, and is passionate about communication solutions for the DHH community.
  - o Korey@signglasses.com; (801) 923-2426
- ✓ Jason Webb, Account Executive, is responsible for the CRFQ process and the day-to-day account management and coordination with the University. Jason is a CODA, a certified Interpreter, and considers ASL his native language.
  - o <u>Jason@signglasses.com</u>; (757) 773-0106
- ✓ Tia Stewart, Director of Operations, is the day-to-day operations contact for all remote DHH services. Tia is deaf, is an expert communicator, and is passionate about ensuring DHH students have access to communication any time, anywhere.
  - o <u>Tia@signglasses.com;</u> (801) 923-2426

Upon review, you will note that SignGlasses is uniquely positioned to complement the school's efforts to deliver remote interpretation services. SignGlasses offers schools an opportunity to reduce costs while increasing access to the number of available, professional, and certified American Sign Language (ASL) Interpreters. We look forward to your response and to answering any questions.

SG was incorporated as an LLC to leverage the latest in technology advancements to extend the availability and enhance the delivery of remote sign language interpreting services for DHH students in the United States. Our business model and service delivery platform were engineered to deliver services in educational settings. Since we began, we have provided services to over 30 educational institutions



and have over 150 DHH students accessing our platform for support in the classroom. We are currently supporting DHH students and staff at many educational institutions, including K-12 and higher education.

The senior management team at SG consists of people who are Deaf, who have parents that are Deaf, and people with deep industry experience in the management of communication access services. It is a core value at SG to ensure people with life experience are guiding the development of our products

and services. We know and understand how to serve the DHH students at WVSDB.

At the heart of our company and the SG service delivery and management platform is our service providers - interpreters with deep experience providing communication access services in educational environments. SG maintains a pool of 200+ sign language interpreters. All service providers working on the SG platform are rigorously screened and are required to demonstrate proof of their credentials and degrees.



SG's business model and secure platform offers the school administrative personnel the tools to administer remote ASL services and CART Services efficiently and effectively across many students, parents, staff, interpreters, campuses, and offsite locations. Use of our proprietary service delivery and management platform offers the school a significant opportunity to save, while accommodating its DHH students. We are proud to have created a service model that allows for the elimination of onerous practices like 2-hour minimum service fees, 48-hour cancellations fees, inflated evening and weekend service rates, emergency request fees, paid travel time and mileage, and the necessity of charging for edited and unedited transcripts.

At SignGlasses, our goal is to empower DHH students, parents, and staff with additional tools to achieve better educational outcomes by expanding the possibilities around remote ASL services. We look forward to supporting the school in achieving its goal to accommodate their DHH students.

Sincerely,

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Korey Hocker President, SignGlasses Korey@signglasses.com; (801) 923-2624



# Fees/Rates

SignGlasses offers the following pricing for WVSDB, for **Certified Remote Video Interpreters**, and we have entered the same rate on the provided form and on the Line Item in *WV*Oasis.

	Certified Remote Video Interpreters
Daytime remote rate (8am - 6pm, M-F)	\$80/hr
Evening remote rate (6pm - 7:59am, M-F)	\$80/hr
Weekend remote rate (Fri night at 11:59pm - 7:59am on Mon morning)	\$80/hr

#### Service Terms:

- We do not charge 2-hour minimums. We have a one-hour minimum, with billing in 15-minute increments after the first hour.
- Because our services are remote, we do not charge for travel expenses or travel time.
- We do not charge extra for after-hours services.
- We do not charge extra for weekends or holidays. Our weekend and holiday rates are the same.
- We recommend 24 hours in advance for requests and can often accommodate last-minute requests that are less than 24 hours in advance.
- All service sessions are subject to a 60-minute minimum. After which, billing will be incurred in 15-minute increments.
- All service sessions are subject to a 24 business-hour late cancellation policy per scheduled practitioner.
- Sessions scheduled for a period exceeding 4 weeks are subject to a 2 full week cancellation policy per scheduled practitioner.
- Sessions scheduled for longer periods may require two practitioners.
- Technical assignments that cover advanced content may require two practitioners.

**Payment Terms** Invoices will be paid within 30 days from receipt. Invoices paid late are subject to a 5% late payment fee and an interest charge of 1% per month.



# Opportunity to Save

SignGlasses offers the unique opportunity to provide the best Interpreters specifically chosen for each student and each subject matter, to support every DHH student, parent, or patron – all while saving the School thousands of dollars over the school year. Here are some examples of how we might save WVSDB, compared to other Agencies who might charge the same hourly rate.

	Agency A	SignGlasses	Agency B	SignGlasses		SignGlasses	SignGlasses
	Onsite	Saving	Onsite	Saving	Remote ASL	Saving	Remote ASL
					Interpreting		Interpreting
Hourly Rate	\$80		\$80		\$80		\$80
Minimum	2 hour		2 hour		2 hour		1 hour
Billing	minimum		minimum		minimum		minimum
	With 1-		With		With last		15-minute
	hour travel		mileage		minute fees		increments
	time billed		charged				after first
	each way						hour
Travel Time	1 hour of						
	travel						
Mileage			\$50				
Last minute					add 10%		
fees							
20 Minute	\$240.00	\$160.00	\$210.00	\$130.00	\$168.00	\$88.00	\$80.00
meeting							
60 Minute	\$240.00	\$160.00	\$210.00	\$130.00	\$168.00	\$88.00	\$80.00
meeting							
75 Minute	\$480.00	\$380.00	\$420.00	\$320.00	\$352.00	\$252.00	\$100.00
meeting							
4, 1-hour	\$800.00	\$480.00	\$740.00	\$420.00	\$704.00	\$384.00	\$320.00
classes (2							
interpreters)							
6, 1-hour	\$1,120.00	\$640.00	\$1,060	\$580.00	\$1,056.00	\$576.00	\$480
classes (2							
interpreters)							
50 days of	\$56,000		\$53,000		\$52,800		\$24,000
6-hour					-		-
classes							



# Experience

SignGlasses (SG) is WVSDB's provider of choice for Deaf Education Support Services, specifically **Certified Remote Video Interpreters.** 

In addition to delivering these services, SG will provide the school with complimentary access to our proprietary service booking and delivery platform. Use of the SG platform provides the school with a central place to ensure timely service delivery, effective communication and coordination, and efficient management of Remote ASL services.



SG was incorporated as an LLC to leverage the latest in technology advancements to extend the availability and

enhance the delivery of remote sign language interpreting services for DHH students in the United States.

Our business model and service delivery platform were engineered to deliver services in educational settings. Since we began, we have provided services to over 30 educational institutions and have over 150 DHH students accessing our platform for support in the classroom. We are currently supporting DHH students and staff at many educational institutions, including K-12 and higher education.

The senior management team at SG consists of people who are Deaf, who have parents that are Deaf, and people with deep industry experience in the management of communication access services. It is a core value at SG to ensure people with life experience are guiding the development of our products and services. We know and understand how to serve the DHH students at the school.

At the heart of our company and the SG service delivery and management platform is our service providers - interpreters with deep experience providing communication access services in educational environments. SG maintains a pool of 200+ sign language interpreters. All service providers working on the SG platform are rigorously screened and are required to demonstrate proof of their credentials and degrees.

SG's business model and secure platform offers the school administrative personnel the tools to administer remote ASL services and CART Services efficiently and effectively across a large number of students, parents, staff, interpreters, campuses, and offsite locations.

Use of our proprietary service delivery and management platform offers the school a significant opportunity to save, while accommodating its DHH students. We are proud to have created a service model that allows for the elimination of onerous practices like 2-hour minimum service fees, 48-hour cancellations fees, inflated evening and weekend service rates, emergency request fees, paid travel time and mileage, and the necessity of charging for edited and unedited transcripts.

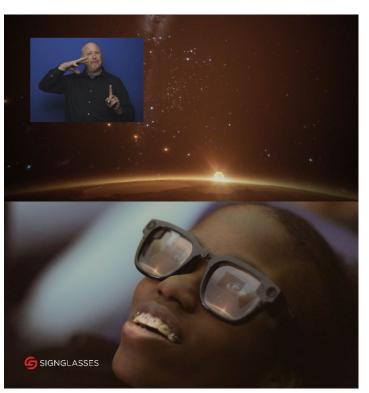


At SignGlasses, our goal is to empower DHH students, parents, and staff with additional tools to achieve better educational outcomes by expanding the possibilities around remote ASL services and CART services. We look forward to supporting the school in achieving its goal to accommodate their DHH students.

## **Past Experience**

SG appreciates WVSDB's history of being committed to the education needs of its students. SG recognizes that the objective of this CRFQ is to eliminate or minimize the barriers that the Deaf and Hard-of-Hearing Community may encounter at the school and to empower individuals by facilitating an interactive process to build universally accessible campuses and programs.

The objective of the school's CRFQ perfectly aligns with the vision that led to the incorporation of SG. The impetus behind SG was a communication barrier encountered by middle school deaf students attempting to participate in educational programming. Once the barrier was identified, several professors at BYU got to work putting plans together and writing grants to create a solution to eliminate it. They were successful in their work, which led to a patent, further product and solution development, and the organization of a company in 2017 with a mission to reduce communication barriers experienced by Deaf and Hard-of-Hearing students in educational environments. The alignment of vision and objectives and SG experience makes SG a natural choice to work alongside the school to deliver remote sign language interpreting services.



Since we began, we have provided remote ASL/English interpretation, Typewell transcription, and/or captioning services to over 50 higher educational institutions, school districts, state/local agencies, and commercial companies. Relevant to the requirements at the school, we are working with the following K-12 school districts to support the DHH community:

- American Falls School District
- Dallas Independent School District
- Dickinson Public Schools
- Franklin School District
- Idaho Falls District 91
- Kearney Public Schools



- Lee County Public Schools
- Northeast Independent School District
- Pearson Virtual Schools
- Plains Public Schools
- Pocatello/Chubbuck SD25
- Region 10 Education Service Center
- Richland School District
- San Luis Coastal Unified School District
- Upshur County Schools

## **Business History**

SignGlasses, LLC has been in business under the present name and current management since 2017. SG was incorporated as an LLC to leverage the latest in technology advancements to extend the availability and enhance the delivery of sign language interpreting services for Deaf and Hard-of-Hearing students in the United States.

Our business model and service delivery platform were engineered to deliver services in educational settings. Since we began, we have provided services to over 30 educational institutions and have hundreds of Deaf and Hard-of-Hearing students accessing our platform for support in the classroom.

By pairing our large network of remote service providers with our innovative, education first service delivery and management platform, we can dramatically increase the number of service providers available to a college, university, or school district while simultaneously increasing the speed to fulfill requests and reduce the traditionally high costs associated with providing communication access services.

SG is proud to have created a service model that allows for the elimination of onerous practices like 2hour minimum service fees, 72-hour cancellations fees, inflated evening and weekend service rates, emergency request fees, paid travel time and mileage, and the necessity of charging for edited and unedited transcripts.

SignGlasses (SG) is a premier provider of communication access services. Colleges, universities, and school districts come to SG to support their efforts to comply with the Americans with Disabilities Act, Rehabilitation Act, and to operate within budgetary requirements.

SG was incorporated as an LLC and organized to leverage the latest in technology advancements to extend the availability and enhance the delivery of sign language interpreting services for Deaf and Hard-of-Hearing students in the United States.

SignGlasses provides remote services and has been successful in higher education institutions and local school districts across the US. We have over 200 ASL Interpreters across the US, giving the district access to specific Interpreter expertise. SignGlasses can offer references upon request.



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# Management Plan

## Scope of Services

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The SignGlasses platform

comes with scheduling software, allowing administrators to effortlessly schedule all Sign Language and Captioning services and conveniently track the sessions.

In addition to scheduling tools and calendars, your admin account provides access to all transcripts and invoice reports. Admins may also add or remove student, practitioner or other admin accounts.

All users, students and admins, have access to SignGlasses live support and easy to follow platform user guides and troubleshooting tips.

SignGlasses (SG) proposes to provide Remote Sign Language Interpretation to ensure the school's Deaf and Hard-of-Hearing (DHH) population receives high-quality DHH services. We offer interpretation on a remote and "always-on" basis, immediately accessible through our online booking platform, to ensure the school has access to the services whenever and wherever they need them.

SG is well prepared to partner with the school to deliver the following remote communication access services in settings across campuses.

• Remote Video Interpretation

In addition to the delivery of these services, SG will provide the school with complimentary access to its proprietary service booking and delivery platform. Use of the SG platform will provide the school with a central place to ensure efficient communication, scheduling, coordination, and delivery of these services.

From SG's booking and service delivery platform, the school's administrative personnel can efficiently administer remote interpretation, services across a large number of DHH employees and patrons, interpreters, transcribers, captioners, campuses, and offsite locations 24 hours per day, 7 days per week. In addition to the SG platform, the SG administrative team is readily available during business hours. The administrative team utilizes VP/phone, email, and a text support line to ensure customers have access to support any time day or night.



### Requests for Service

To place requests for remote ASL/English interpretation, the school personnel simply login to the secure SG platform at www.signglasses.com. From the administrative dashboard, the school personnel enter the date, time, desired service, location, and any other needed information to set up services for classroom lectures, group meetings, one-to-one meetings, events, and activities.

Once a service request has been submitted, an interpreter will be immediately sourced according to contract requirements using SG's proprietary matching algorithm. Once sourced, the interpreter is then confirmed via the system and emailed to the school personnel and indicated DHH employee or patron.

From the dashboard, the school can schedule individual or recurring requests, approve requests, view and manage existing service requests, cancel requests, run usage reports, view feedback and ratings for service providers, monitor session connectivity, and manage access and permissions.

### Service Delivery

#### DHH Users

To receive services, users utilize a laptop, tablet, or mobile device to establish a secure connection by



logging into the SG platform via their own account on www.signglasses.com. From the dashboard, they will simply identify the desired session and click the 'Start Session' button, review the session information, and then click the 'Go Live' button to launch the session.

From an active session, the user can view the interpretation. During active sessions, users can take time-stamped notes, bookmark important portions of the session, rate and

provide feedback on their session experience, monitor internet connectivity levels, chat with their service provider, and chat with SG technical support if needed.

From the dashboard, users can review session recordings, which contain a video of the session environment with interpretation overlaid. It also displays the notes that were taken and the indicated bookmarks set during the session. Session recordings are available for 21 days following the date of the scheduled session.

Users also have the ability, if granted, to submit session requests via their dashboard for the school personnel to review and approve.



#### Interpreters

To deliver services, ASL/English interpreters login to the secure SG platform via their own account at www.signglasses.com. From the practitioner dashboard, they connect to their assigned session by clicking on the 'Start Session' button, reviewing the session information, clicking the 'Go Live' button to launch the session, and verifying the connectivity of their equipment to the SG platform.

Once connected to an active session, interpreters can monitor their work, monitor comprehension in real-time, chat with users, monitor internet connectivity levels, and chat with SG tech support if needed. Further, when teaming with another interpreter, they can see and hear each other to ensure the accuracy of the interpretation.

Sign language interpreters will provide their own equipment to support their connectivity to the platform to deliver remote ASL/English interpretation services for the school.

### Service Support

SG complements the service and platform experience for the school administrative personnel and students with excellent customer service. SG operational personnel are committed to communicate with system users when sessions are scheduled, adjusted, and cancelled, and when additional information is required to ensure services are delivered timely and as expected.

Further, SG is committed to being a good partner and will work to ensure deadlines are met, communication is clear, and challenges surfaced early.

#### Support

SG recognizes that timely support is critical when delivering communication access services. Accordingly, SG provides the ability for administrative personnel, students, and interpreters to chat in real time during a session with our support team. Further, we provide a monitored text number for administrative personnel, students, and service providers to use if they need any type of session or administrative support. SG works preemptively to train Users on how to use the SG platform, which ensures that all stakeholders have an optimal experience.

#### Connectivity

The SG platform facilitates remote sign language interpreting services via laptop computers, tablets, mobile devices, and smart glasses. The SG platform is optimized to deliver services via a Google Chrome web browser and performs best when students have access to dedicated internet connections that exceed 10 Mbps upload and download speed.

#### Student Empowerment

The SG platform enables the school to empower their DHH students by equipping them with a suite of tools to be more effective in the classroom.

In addition to providing administrative personnel with a scheduling and service delivery platform and large number of service providers, the SG platform provides DHH students an opportunity to record



their lectures, take real time notes, and bookmark important moments in their classes. The lecture capture with the captions overlaid, notes, and bookmarks can be replayed via a composite video that is available just minutes after a student's class concludes. These recordings are conveniently accessed via the student's secure online account.

This set of student empowering tools allows the school administrative personnel to further reduce costs and logistical management by eliminating the need for notetakers.

## Key Personnel Assignments and Proposer Representative

SignGlasses will assign the following, as the liaison between the school leadership and SignGlasses, for overall program coordination and resolution of issues related to services for students.

**Jason Webb**, Account Executive, is responsible for the CRFQ process and the day-to-day account management and coordination with the University. Jason is a CODA, a certified Interpreter, and considers ASL his native language. Jason is passionate about ensuring that both deaf and hearing children can communicate using ASL. Jason@signglasses.com; (757) 773-0106

SG has 19 full-time administrative team members and makes over 200 sign language interpreters accessible to our customers via our proprietary online booking and service delivery platform. The senior management team at SG consists of people who are Deaf, who have parents that are Deaf, and people with deep industry experience in the management of communication access services. It is a core value at SG to ensure people with relevant life experience are guiding the development of our products and services.

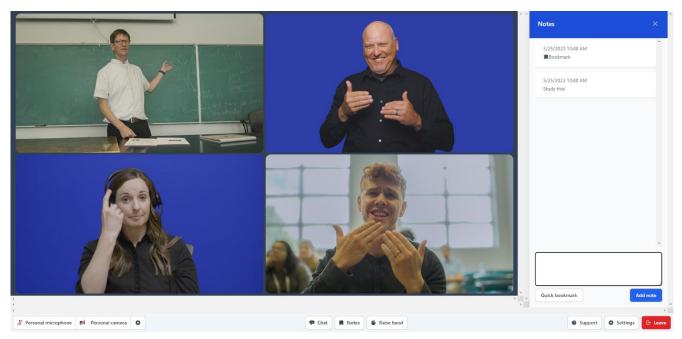
## Interpreters

At the heart of our company and the SG service delivery and management platform is our service providers. SG maintains a pool of 200+ interpreters, transcribers, and captioners that have been rigorously screened, certified, trained, and possess deep experience providing communication access services in educational and community environments. Certified interpreters are required to have a Bachelor's degree to become certified.

To complement our "always-on" service delivery and management platform, service providers working on the SG platform are screened, required to demonstrate proof of their credentials, and to provide annual validation that their certification remains in good standing. This ensures that both DHH users and the school administrative personnel have an excellent service experience.

Interpreters working on the SG platform are professionals that have been screened, certified, and possess a degree and at least 5 years of professional experience. They all meet or exceed the requirement to maintain the standards of the Code of Ethics of the Registry of Interpreters for the Deaf (RID). We can include current RID certification cards as needed.





#### Interpreter Screening

SG's screening process for sign language interpreters consists of a three-part process designed to observe an interpreter's processing time, rendering of formulaic ASL/English into a target language, prosody, affect and register, repairs, and decision-making skills in three different scenarios. SG's screening process is conducted remotely to validate an interpreter's comfort operating in remote settings and to confirm that their in-home workstations meet SG's technical specifications and set-up requirements.

#### Interpreter Certification

Interpreters working with SG are required to have earned at least one of the following credentials from either the Registry of Interpreters for the Deaf (RID) or the National Association of the Deaf (NAD).

Organization	Recognized Certificates
RID	NIC - Master, NIC - Advanced, NIC, Certificate of Interpretation, Certificate of Transliteration, Certified Deaf Interpreter - Provisional, Certified Deaf Interpreter
NAD	NAD - IV (Advanced), NAD - V (Master)

Certification with RID and NAD ensures that interpreters meet working with SG meet WVSDB requirements, and are obligated to uphold the Code of Professional Conduct (CPC) set forth by NAD-RID.

#### Interpreter Credential Validation

Sign language interpreters applying to do their work with SG are required to provide proof of their RID or NAD certification and degree attainment prior to being onboarded. A current RID card is an example of proof of certification. A copy of a diploma is one example of proof of a degree. Once proof of a service



provider's represented certification and degrees has been provided, SG administrative personnel validate these with the issuing body. In the case of certification, SG also validates that the interpreter's certification is in good standing.

#### Interpreter Continuing Education

As a result of the requirement to have earned and maintain a credential from one of the above organizations, interpreters working with SG adhere to the NAD-RID Code of Professional Conduct and are required to receive 80 hours of continuing education training every four years. This ensures that interpreters have the opportunity for training on ethical decision making, confidentiality, cultural sensitivity, their ASL-to-English and English-to-ASL skills, and to practice effective strategies to deliver services with little to no supervision.

## Quality

SG views Quality Assurance as a two-step approach. We first work to ensure a smooth transition at the contract level, then we ensure the quality of the work of our interpreters assigned to work in the School. We also monitor service provision through DHH student, employee and visitor feedback to ensure we maintain a high level of satisfaction as our interpreters provide critical services on behalf of the School.

#### **Transition/Scheduling**

At SG we are experienced in managing the transition of services from one provider to another. In our experience a successful transition is achieved by successfully navigating a three-phase process of planning, transition, and integration. SG is prepared to take the School's administrative personnel through the following three phase process.

1. Planning	2. Transition	3. Integration
<ul> <li>Reconfirmation of service expectations &amp; requirements</li> <li>Identification of administrative personnel across locations</li> <li>Review of historical service needs</li> <li>Review of current service needs</li> <li>Map existing system of service provision</li> <li>Plan and set date(s) for orientation</li> <li>Establish communication plan</li> </ul>	<ul> <li>Initial communication of transition</li> <li>Announcement of orientation date(s)</li> <li>Load current service requests into service management system</li> <li>Train stakeholders on new system provision (comparing with previous)</li> <li>Announce date of integration</li> <li>Host continued training</li> <li>Ongoing communication of tips, tricks, corrections</li> </ul>	<ul> <li>Support of stakeholders successful use of system</li> <li>Monitor end user satisfaction with service delivery</li> <li>Monitor administrative personnel system performance</li> <li>Host stakeholder feedback session</li> <li>Integrate feedback into process and system</li> </ul>

#### Personnel



All sign language interpreters and working on the SG platform are rigorously screened, required to demonstrate proof of their credentials and degrees, have successfully passed a background check, and are required to provide annual validation that their certification remains in good standing.

#### Interview & Onboarding

Sign language interpreters applying to work with SG are required to work with the company to navigate the following process:

- Submit Application
- Credential & experience validation
- Skill screening
- Background check
- Compensation rate negotiation
- Agreement Execution
- Onboarding & Platform training

Once interpreters have successfully completed the skill training and background check, the hiring manager is notified and they begin the rate negotiation, agreement execution, and scheduling the onboarding and platform training.

### Quality Control

Should an interpreter be unable to keep their scheduled appointment they will be immediately replaced by SG. When alerted, SG will quickly rebroadcast the impacted request over our platform and interpreter network and will begin contacting service providers known to immediately available. Once secured, confirmation will be provided to school administrative personnel, DHH student, employee, or visitor. All of this to secure coverage and minimize any service disruption.

#### **Replacement of Resources**

The performance of our interpreters is monitored through our platform and through feedback from each of our users. Should an SG interpreter exhibit excessive absenteeism, tardiness, personality conflicts, or other performance or employee relation issues, SG will immediately address the matter with the contractor and attempt to discover the root cause. A warning will be issued.

Should an SG interpreter that has received a warning repeat the addressed behavior, they will be addressed again and will be issued a written notice of the need to correct the behavior. Should a SG interpreter or captioner repeat the behavior a third time, they will be addressed and then dismissed.

Should the dismissed interpreter have ongoing assignments, the assignments will be reassigned to another service provider.



# Value Added Services

SignGlasses offers the option of using our patented **smart glasses** technology to allow DHH students, staff, or parents to receive live translation overlaid on top of their environment through a pair of smart glasses. The glasses can also be used to improve accessibility by displaying pre-populated captions or recorded ASL interpreting for exhibits, presentations, or static teaching sessions.

Our **platform** can also be used to schedule any DHH services, even when other providers are providing the services.

Additionally, if needed, our services include both **remote CART captioning** and **remote Typewell** services for WVSDB's DHH students, staff, and parents. **CART captioners** working on the SG platform are professionals



that have been screened, credentialed, and possess at least 3 years of professional experience.



SG's screening process for CART captioners consists of a three part process designed to

observe a captioner's punctuation and grammar, finger spelling, speaker ids, phonetic translation, parenthetical information, and that they are familiar with the settings on their equipment. SG's screening process is conducted remotely to validate that captioners are comfortable in remote settings and that their workstations meet SG's technical specifications and requirements.

Captioners working with SG are required to have earned at least one of the following credentials from National Court Reporters Association (NCRA).

Organization	Recognized Certificates
NCRA	Registered Professional Reporter (RPR), Certified Realtime Reporter (CRR), Certified CART Provider (CCP), Registered CART Provider - Master (RCP-M), Registered Professional Reporter (RPR), Certified Realtime Captioner, Certified Shorthand Reporter (CSR)

Captioners applying to do their work with SG are required to provide proof of their NCRA certification and degree attainment prior to being onboarded. An NCRA membership card is an example of proof of certification. A copy of a diploma is one example of proof of a degree. Once proof of a service provider's represented certification and degrees has been provided, SG administrative personnel validate these



with the issuing body. In the case of certification, SG also validates that the captioner's certification is in good standing.

SG validates CART captioner certification and continued education by requiring captioners to submit annual verification that their certification remains in good standing. This ensures captioners satisfy their continuing education requirements and that they receive regular training on finger spelling, speaker ids, phonetic translation, parenthetical information, and that they are familiar with the settings on their equipment.

Typewell Transcribers working on the SG platform are professionals that have been screened, trained, and possess at least 3 years of professional experience.

SG's screening process for transcribers consists of a three part process designed to observe a transcriber's ability to keep pace with the rate of spoken speech, convey the essential meaning without omission, accurately represent tone and formality, and not introduce errors or mistakes in three different scenarios. SG's screening process is conducted remotely to validate a transcriber's comfort level operating in remote settings and to confirm that their in-home workstations meet SG's technical specifications and set-up requirements.

The Association of Transcribers and Speech-to-Text Providers (ATSP) is currently working to create a national certification test for transcribers and speech-to-text providers. Until such time as the ATSP certification test is completed, transcribers working with SG are required to utilize Typewell software when transcribing. This ensures that they have graduated from an authorized Typewell transcribing course and adhere to the Typewell Transcriber Code of Ethics.

Additionally, SG encourages transcribers to be members of the ATSP and agree to uphold the ATSP's Code of Professional Conduct (CPC). Transcribers applying to do their work with SG are required to provide proof of their Typewell Training Record and degree attainment prior to being onboarded. A copy of their training record is an example of proof of their credentials. A copy of a diploma is one example of proof of a degree. Once proof of a service provider's represented training and degrees has been provided, SG administrative personnel validate these with the issuing body.

