



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



Jump to: PRCUID



Go



Home



Personalize



Accessibility



App Help



About



Welcome, Lu Anne Cottrill

Procurement

Budgeting

Accounts Receivable

Accounts Payable

Solicitation Response(SR)

Dept: 0403

ID: ESR09161400000000246

Ver.: 1

Function: New

Phase: Final

Modified by batch , 09/16/2014

## Header

List View

## General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 24937

SO Doc Code: CRFQ

Procurement Type: Central Contract - Fixed Amt

SO Dept: 0403

Vendor ID: VS0000002009



SO Doc ID: DBS1500000001

Legal Name: Maribel Garate

Published Date: 8/21/14

Alias/DBA:

Close Date: 9/16/14

Total Bid: \$2,500.00

Close Time: 13:30

Response Date: 09/16/2014



Status: Closed

Response Time: 13:24

Solicitation Description: ADDENDUM #1 - ASL/English  
Bilingual Consultant at the

Total of Header Attachments: 0

Total of All Attachments: 0



Purchasing Division  
2019 Washinton Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

**State Of West Virginia**  
**Solicitation Response**

**Proc Folder :** 24937

**Solicitation Description :** ADDENDUM #1 - ASL/English Bilingual Consultant at the WVSDb

**Proc Type :** Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation No	Version
	2014-09-16 13:30:00	SR        0403   ESR09161400000000246	1

**VENDOR**

VS0000002009

Maribel Garate

**FOR INFORMATION CONTACT THE BUYER**

Evelyn Melton  
(304) 558-7023  
evelyn.p.melton@wv.gov

**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	Educational advisory services	1.00000	MO	\$2,500.00	

Comm Code	Manufacturer	Specification	Model #
86141501			

Extended Description :	ADDENDUM #1 ISSUED TO CLARIFY THE BUYER'S NAME AND CONTACT INFORMATION: EVELYN P. MELTON 3045587023 evelyn.p.melton@wv.gov (PLEASE REFER TO THE ATTACHED ADDENDUM #1 ATTACHMENT)
------------------------	--

RFQ No. DBS1500000001

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

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

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Maribel Garate

Authorized Signature:  Date: 9/16/2014

State of District of Columbia

County of District of Columbia, to-wit:

Taken, subscribed, and sworn to before me this 16 day of September, 2014.

My Commission expires March 14, 2019.

NOTARY PUBLIC



Purchasing Affidavit (Revised 07/01/2012)



SHANA DANIELS  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires March 14, 2019

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

☐ 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 person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify 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 in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: **September 3, 2014 - end of business**

Submit Questions to: **Evelyn P. Melton**  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: [evelyn.p.melton@wv.gov](mailto:evelyn.p.melton@wv.gov)

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

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

**SEALED BID:**

**BUYER:** Evelyn Melton

**SOLICITATION NO.:** DBS1500000001

**BID OPENING DATE:** September 16, 2014

**BID OPENING TIME:** 1:30 PM

**FAX NUMBER:** 304-558-4115

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

**BID TYPE:** (This only applies to CRFP)

☐ Technical

☐ Cost

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

September 16, 2014 - Tuesday @ 1:30 PM

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. **ALTERNATES:** 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.
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 only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

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

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

## **GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. **"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.
  - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.5. **"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.
  - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8. **"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:** This Contract becomes effective on upon award and extends for a period of 1 year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be 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. Renewal of this Contract is limited to 2 successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 24 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

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

☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- ☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- ☒ **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.
6. **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.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

☐ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☐ **Commercial General Liability Insurance:** In the amount of \_\_\_\_\_ or more.

☐ **Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

☐☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- ☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐☐☐☐

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

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

- 10. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

- 11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

for \_\_\_\_\_

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.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. 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.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. 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.
- 16. 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 § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** 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 law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with



prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 21. 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.
- 22. 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). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 23. 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.
- 24. 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.
- 25. 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 26. 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.
- 27. 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.
- 28. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

**30. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

**31. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

**32. 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.

**33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☒ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

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

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

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

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

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

- ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

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

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

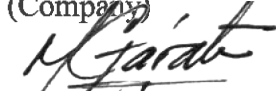
All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for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

### **CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Maribel Garate, Ph.D.

(Company)



Maribel Garate, Owner

(Authorized Signature) (Representative Name, Title)

202-321-5880

9/15/14

(Phone Number) (Fax Number) (Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

Maribel Garate, Ph.D.

Company

  
Authorized Signature

9/15/2014

Date

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



## GALLAUDET UNIVERSITY CURRICULUM VITAE

### 1. PERSONAL INFORMATION

Maribel Gárate, Ph.D.  
Associate Professor

August 16, 2006  
Department of Education

#### Education

Gallaudet University	Ph.D.	Education: Deafness	2007
Gallaudet University	MA	Education: Elementary Education	1997
Gallaudet University	MA	Linguistics	1997
The University of Texas at Austin	BS	Communication Sciences and Disorders	1995
Texas Southmost College	AA	Communications	1990

#### Employment

Chair & Associate Professor	Gallaudet University, Department of Education	2013- Present
Associate Professor	Gallaudet University, Department of Education	2012- Present
Assistant Professor	Gallaudet University, Department of Education	2008 – 2012
Instructor	Gallaudet University, Department of Education	2006 – 2008
Temporary Full-time Instructor	Gallaudet University, Department of Education	2004 – 2006
Itinerant D/HH Teacher	Arlington Public Schools	2003 – 2005
Adjunct faculty	Gallaudet University, Department of Education	2003 – 2004
Adjunct Assistant Professor	Northern Virginia Community College	1998 – 2004
ESL Teacher/Researcher	Kendall Demonstration Elementary School	1997 – 2002

### 2. RESEARCH, SCHOLARSHIP & CREATIVE ACTIVITIES

#### a) Publications

##### Chapters in Books

Gárate, M. (2011). Educating children with cochlear implants in an ASL/English bilingual classroom. In Paludneviciene, R., & Leigh, I.W. (Eds.), *Cochlear Implants: Evolving Perspectives* (PP.206-228). Washington. DC: Gallaudet Press.

Gárate, M. (accepted). Developing bilingual literacy in Deaf children. In Sasaki, M. (Ed.), *Multiliteracies: To construct a real inclusive society*. Tokyo, Japan: Kuroshio Publishing Co.

Gárate, M. (accepted) Facilitando la adquisición de la lengua de señas en el salón de clases. [Promoting sign language acquisition in the classroom]. In Grupo Enseñame (Ed.), *La Educación Bilingüe para Sordos en México*. México DF.

Gárate, M. (accepted) Educación bilingüe para el niño sordo: Bases teóricas y metodología. [Bilingual education for Deaf children: Theoretical bases and methodologies]. In Grupo Enseñame (Ed.), *La Educación Bilingüe para Sordos en México*. México DF.

Gárate, M. & Lenihan, S. (in review). Collaboration for communication, language and cognitive Development. In Sass-Lehrer, M. (Ed). *Infant, Toddlers and Families: An interdisciplinary approach*. New York, NY: Oxford Press.

## Refereed Articles

- Gárate, M. (2012). Deaf teachers' beliefs about bilingual deaf education. *Deaf Studies Digital Journal*, Issue 3, Spring 2012. Retrieved from [dsdj.gallaudet.edu](http://dsdj.gallaudet.edu).
- Gárate, M. (2008). Bilingual Deaf education: Changes in teacher's stated beliefs and classroom practices. *Rivista Di Sicilinguistica Applicata*, 3, 64-73.

## Dissertation

- Gárate, M. (2007). *A case study of an in-service professional development model on deaf bilingual education: Changes in teachers' stated beliefs and classroom practices*, (UMI No. 912738990) <http://search.proquest.com/docview/912738990>

## Research Brief

- Visual Language and Visual Learning Science of Learning Center. (2012, June). *ASL/English bilingual Education: Models, method and strategies*. (Research Brief No. 8). Washington, DC.: Maribel Gárate.

## Reports

- Gárate, M. (2011). *Bilingual approaches summer workshop* (Executive Report). Washington, DC: Gallaudet University, Office of Bilingual Teaching and Learning.
- Gárate, M. (2010). *Social Studies Program* (Specialized Professional Association Report). Washington DC: Gallaudet University, Department of Education.

## b) Other Non-Referred Articles

- Gárate, M. (2012) Beschulung cochlea-implantierter Kinder in einer ASL/Englisch-bilingualen Umgebung. [Educating children with cochlear implants in an ASL/English bilingual classroom] In: DAS ZEICHEN - Zeitschrift für Sprache und Kultur Gehörloser, Nr. 91., S. 348-363.
- Gárate, M. (2000). ESL Students - Each an Individual. *Odyssey*. 2, 4-6.
- Gárate, M. (2000). Reading to Children... Guided Reading... Shared Reading and Writing... Independent Reading... Program Modifications for ESL Students. *Odyssey*. 2, 7-10.
- Gárate, M. (2000). Assessing the ESL Student. *Odyssey*. 2, 32-33.
- Gárate, M. (1997). External constraints on American Sign Language phonology. *Communication Forum 1997*. Washington, DC: Gallaudet University.
- Gárate, M., Hanlon, E., and Koo, D. (1996). Second language learning of ASL by Asian deaf students: Sociolinguistic influences on language production and attitudes. *Communication Forum 1996*. Washington, DC: Gallaudet University.

## c) Presentations

### International Conferences Invited Presentations

## Plenary Address

"Developing Bilingual Literacy in Deaf Children"

Bilingual Bicultural Deaf Education Symposium. Tokyo, Japan January 2013.

"Bilingual Deaf Education: Signed/Spoken Bilingualism Principles and Requirements"

SIGN5 International Conference Ankara, Turkey October 2011.

"Las Bases Teóricas y Lingüísticas que Apoyan el Modelo Bilingüe para Alumnos Sordos." [The Theoretical and Linguistics Bases that Support a Bilingual Model for Deaf Students]. 1er Coloquio Nacional e Internacional de Educación bilingüe del Sordo. Cuernavaca, Morelos. México. September 2010

"El Desarrollo de una Lengua como Precursor de la Lectura" [First Language Acquisition as the Precursor to Reading Skills]. 1er Congreso Nacional de Educación Bilingüe y lengua de Señas Mexicana. México City, México. November 2008.

"La Adquisición de las Lenguas de Señas como Base del Desarrollo Cognitivo" [Signed Language Acquisitions: The Bases for Cognitive Development]. 4to Seminario Taller Modelo Educativo Bilingüe para el Niño Sordo. México City, Mexico June 2008

"Lenguaje y Lecto-escritura en el Contexto Bilingüe para Todos los Niños Sordos: Un Cuento de Hadas." [Language and Literacy in a Bilingual Context for all Deaf Children: A Fairy Tale]. 2do Seminario Modelo Educativo Bilingüe para el niño sordo: Lenguaje y Lectoescritura. México City, México. June 2006.

"Un Modelo Educativo Bilingüe para Estudiantes Sordos" [A bilingual education model for Deaf students] 1er Seminario Taller Modelo Educativo Bilingüe para el niño sordo. México City, México. May 2005

"La Educación de las Personas Sordas en el Nuevo Milenio: Un Modelo para la Lecto-escritura Global. [Deaf Education in the new millennium: A model of global literacy] XV Congreso Nacional de la Federación Española de Profesores de Audición y Lenguaje (FEPAL). La Coruña, Spain. July 1999.

## Invited Presentations

"Developing Bilingual Literacy in Deaf Children"

2nd International Research Conference, Tokyo, Japan January 2013

"Signed Language Interpreters: Roles and Responsibilities"

SIGN5 International Conference Ankara, Turkey October 2011.

"Lectoescritura en el Contexto Bilingüe para Niños Sordos" [Literacy in a Bilingual Context for Deaf Students]. Presentation at the Osvaldo Magnasco School for the Deaf in Chivilcoy sponsored by the United States Embassy in Buenos Aires, Argentina. August 2011.

[http://argentina.usembassy.gov/magnasco\\_event.html](http://argentina.usembassy.gov/magnasco_event.html)

"El Rol de los Intérpretes de Lengua de Señas" [The Role of Sign Language Interpreters]. Presentation at ISPEE University sponsored by the United States Embassy in Buenos Aires, Argentina. August 2011.

"Lectoescritura en el Contexto Bilingüe para Niños Sordos" [Literacy in a Bilingual Context for Deaf Students]. Presentation at the Ramón Carrillo School for the Deaf in Moron sponsored by the United States Embassy in Buenos Aires, Argentina. August 2011.

"Metodologías Bilingües: Como Estructurar la Instrucción de Contenidos en Dos Idiomas" [Bilingual Methodologies: How to Plan for Content Instruction in Two Languages]. 1er. Coloquio Nacional e Internacional de Educación bilingüe del Sordo. Cuernavaca, Morelos. México. Sept 2010.

"Un Modelo Educativo Bilingüe para Estudiantes Sordos" [A Bilingual Education Model for Deaf Students] 1st Congreso Nacional de Educación Bilingüe y Lengua de Señas Mexicana. México City, México. November 2008.

### **Workshops**

"La Escritura como Herramienta Comunicativa" [Writing as a Communication Tool].  
One week workshop given at the 6to Seminario Taller Modelo Educativo Bilingüe: Seña/ees. México City, México. June 2010.

"Taller de Lectura y Escritura para Niños Sordos" [Reading and Writing Workshop with Deaf Children].  
One week workshop given at the II Taller DIF Monterrey, Nuevo León. México. July 2008.

"Taller de Lectura Compartida y Guiada" [Shared and Guided Reading Workshop].  
One week workshop given at the 4to Congreso de Educación Bilingüe. México City, México. June 2008.

"Lectura para, con y por niños sordos" [Reading to, with, and by Deaf children].  
One week workshop given at the Instituto Pedagógico para Problemas del Lenguaje, Institución de Asistencia Privada (IPPLIAP) México City, México. June 2006.

"Instrucción Temática, Currículo Integrado y las Nueve Piezas de la Lectro-escritura" [Thematic Units, Integrated Curriculum and the 9 Pieces of the Literacy Puzzle]. With Francisca Rangel  
One week workshop given at the Asociación de Sordos de Donostia. San Sebastian, Spain. March 1999.

### **National Conferences Invited Presentations**

#### **Plenary Address**

"Diversity in the Classroom: Recognizing Uniqueness"  
Keynote address at the 48th Annual Conference of the Illinois Teachers of Hard of Hearing and Deaf Individuals March 3, 2012.

"Ripples of ASL or Ironies in Deaf Ed?"  
Keynote at The California Educators of the Deaf and Hard of Hearing (CAL-ED) conference. San Ramon, CA. March 2008.

#### **Invited Presentations**

"Early Acquisition: Language, Literacy and Deaf Education"  
Georgia School for the Deaf. Cave Springs, GA. April 2010.

"Meaningful Communication: Language Literacy and Deaf Children"  
Georgia School for the Deaf. Cave Springs, GA. April 2010.

"Strategies and Activities that Promote ASL/English Bilingual Classrooms"  
The Bilingual Advantage Language Series. Gallaudet University. Washington, DC. March 2010.

<http://echo360.gallaudet.edu:8080/ess/echo/presentation/a85d2a49-a8ef-4d1c-8895-de7fdbb26a78>

"Varieties of Bilingualism"

Culture and Language Seminar. Gallaudet University. Washington, DC. October 2009.

[mms://winmedia2.gallaudet.edu/TELESCOPE/video/telescope\\_wmv\\_streams/cls\\_2009\\_0001338\\_591kbps.wmv?SAMI=](mms://winmedia2.gallaudet.edu/TELESCOPE/video/telescope_wmv_streams/cls_2009_0001338_591kbps.wmv?SAMI=)

"Academic Language: What is it? and What does it mean to Deaf second language learners?"

California School for the Deaf. Fremont, CA. March 2008.

"Bilingual Education Program Design"

Rocky Mountain Deaf School, Golden, CO. October 2007.

"The Similarities between Deaf Children Growing up in a Hearing Family and Language Minorities Living in an English Speaking Country"

Texas Latino Council of the Deaf and hard of Hearing Conference Austin, TX. September 2006.

"The Effects of the STAR Schools Bilingual in-Service Training Model on Teachers of the Deaf"

Gallaudet Research Institute (GRI) First Wednesday Research Seminar Series. Washington, DC. October 2006.

"Bilingual Education 101"

Pennsylvania School for the Deaf. Philadelphia, PA. June 2006.

"An Introduction to the Structure of ASL and English and their Application in the Classroom."

Minnesota North Star Academy. St. Paul, MN. August 2004.

"ESL Instruction at Kendall Demonstration Elementary School"

Presentation to Gallaudet University Board of Trustees. Washington, DC. October 1999.

"From Theory to Practice: ASL/ English Bilingual Practices across Grade Levels"

With Patricia Ross Pre-conference Council of American Instructor for the Deaf (CAID). Los Angeles, CA. July 1999.

## **Refereed Conferences**

"Using Technology to Promote Purposeful Language Allocation in ASL/English Bilingual Classrooms"

With Tiffany Dodge presented at the Council of American Instructor for the Deaf (CAID) Conference. Fort Worth, TX. June 2011.

"Bilingual Deaf Education: The Impact of Teachers' Beliefs on Professional Development and Classroom Practices". Presented at CASA Conference. Albuquerque, NM. March 2008.

"Promoting Bilingualism and Literacy for Deaf Students through Pre-service and In-service Teacher Collaboration." With Laurene Simms and Gabrielle Jones presented at the Association of College Educators of the Deaf and Hard of Hearing Conference. Banff, Alberta. Canada. February 2005.

"Changes in Teachers' Beliefs: Early Effects of an In-Service Education Training Model on Bilingual Education" Association of College Educator of the Deaf and Hard of Hearing Conference (ACE-DHH). San Antonio, TX. February 2003.

## Workshops

### "Two-Way Bilingual Immersion: Criteria and Outcomes of Successful Programs"

Two-day workshop given to in-service deaf education and general education teachers at the Albuquerque Sign Language Academy. Albuquerque, NM. October 2011.

### "Bilingual Approaches Summer Workshop"

Two-week workshop given to Gallaudet Faculty and organized by the Office of Bilingual Teaching and Learning. Gallaudet University, Washington, DC. May 2011

### "Bilingual Approaches Summer Workshop"

Two-week workshop given to Gallaudet Faculty and organized by the Office of Bilingual Teaching and Learning. Gallaudet University, Washington, DC. May 2010

### "Enhancing Deaf Education: Language Planning Leadership"

One-week workshop given to school administrators and organized by the Gallaudet Leadership Institute. Washington, DC. June 2005.

### "The Star Schools Project Mentor Training. Levels I & II"

Two-week workshop given to in-service deaf education teachers organized by Center for ASL/English Bilingual Education and Research (CAEBER) Santa Fe, NM. July 2005.

### "Enhancing Deaf Education: Language Planning Leadership"

One-week workshop given to school administrator and organized by the Gallaudet Leadership Institute. Washington, DC. June 2004.

### "The Star Schools Project Mentor Training. Levels III & IV"

Two-week workshop given to in-service deaf education teachers organized by the Center for ASL/English Bilingual Education and Research (CAEBER) Santa Fe, NM. July 2004.

### "The Star Schools Project Mentor Training. Levels III & IV"

Two-week workshop given to in-service deaf education teachers organized by Center for ASL/English Bilingual Education and Research (CAEBER) Santa Fe, NM. July 2003.

### "The Star Schools Project Training Seminars. Level I and II"

Two-semester seminar given to in-service teachers at Kendall Demonstration elementary School. Washington, DC. August 2001- May 2002.

### "Reading to Deaf Children Learning from Deaf Adults."

Three-day workshop given to teachers from SAISD, San Antonio, TX. October 2001.

### "America Sign Language: A Basic Course in Linguistics for Interpreters"

Three-day workshop given to educational interpreters from MISD. Martinsville, WV. March 2000.

## Non-refereed Conference Proceedings

Golocovsky, S. N. & Gárate, M. (1999). La educación de las personas sordas en el nuevo milenio: Un modelo para la lecto-escritura global. [Deaf education in the new millennium: A model of global literacy]. In *XV Congreso Nacional FEPAL. Elección de métodos y sistemas en la educación del sordo y patologías del lenguaje ante el siglo XXI*. (pp. 1-26). La Coruña, Spain.

## Awards

Faculty Development Committee Grant	1,783.00	2011
Dean's Research Scholars Program Award		2004

**Editorial Board**

Manuscript Reviewer <i>International Electronic Journal of Elementary Education</i>	2009 – present
---	----------------

**Guest Reviewer:**

1. <i>Deaf Studies Digital Journal</i> Issue #3: Deaf Education/Deaf Studies Current Research: Questions of Complexity and Variation.	April 2011
2. <i>Bilingual Research Journal</i> Manuscript #818 - "The Age Factor in Learning ASL as L1 and as L2 by Deaf Adults"	Feb 2008
3. <i>Sign Language Studies</i> Manuscript # 292 – "Rethinking Literacy: Broadening Opportunities for Visual Learners"	December 2012

**d) TEACHING, MENTORING & ADVICING****Courses Taught:****Enrollment***Education Department*

## Undergraduate

• EDU 250 – Introduction to Education	12
• EDU 311 – Foundations of Language and Literacy Teaching	10-15
• EDU 433/633 – Language Arts in Elementary Education	10-15

## Graduate

• EDU 603 – ASL/English Bilingual Ed. I: Introduction to Bilingual Education Theories	8-10
• EDU 604 – ASL/English Bilingual Ed. II: Methodology and Application	8-10
• EDU 707 – Structures and Application of ASL & English in the classroom	10-25
• EDU 711 – Field Experience and Seminar: Early Education	8-10
• EDU 711 – Literacy Applications in ASL/English Bilingual Classrooms K-12	10-15
• EDU 713 – Language Acquisition and Cognitive Development	10-25
• EDU 785 – Field Experience and Seminar: Deaf Education	10-15
• EDU 786OL1 <b>Online</b> – Seminar for Student Teachers: Early Education	4-6
• EDU 787 – Practicum and Seminar I: Deaf Education	8-10
• EDU 789 – Practicum and Seminar II: Deaf Education	8-10
• EDU 792OL1 <b>Online</b> – Student Teaching Seminar	4-6
• EDU 797 – Student Teaching with Deaf Students	4-6

## Doctoral

• EDU 895 – Seminar in Scholarly Discourse	7
--	---

*Linguistics Department*

• LIN 101 – Sign Language and Sign Systems	15
--	----

*General Studies Department*

• GSR 103 – American Sign Language and Deaf Studies	15
---	----

*Deaf and Hard of Hearing Infants, Toddlers and Families Interdisciplinary Program*

- ITF 701 - **Online** Communication, Language, and Cognitive Development: Deaf and hard of Hearing Infants and Toddlers 10

### Course Contributions

Two videotaped presentations for an online class: PST 661- A System Approach to Language and Communication Planning for young Deaf and Hard of Hearing Children and their Families.

- [http://presentations.gallaudet.edu/acmcontent/650553aa-7e86-4e15-89f8-f6ae1c08dbf7/PST661\\_Unspecified\\_2007-09-10\\_12-24-PM.htm](http://presentations.gallaudet.edu/acmcontent/650553aa-7e86-4e15-89f8-f6ae1c08dbf7/PST661_Unspecified_2007-09-10_12-24-PM.htm)
- [http://presentations.gallaudet.edu/acmcontent/daae6371-b2fd-458e-8b4a-a720a7a08677/PST661\\_Unspecified\\_2007-09-10\\_01-28-PM.htm](http://presentations.gallaudet.edu/acmcontent/daae6371-b2fd-458e-8b4a-a720a7a08677/PST661_Unspecified_2007-09-10_01-28-PM.htm)

### Course Development

EDU 707 – Structures and Application of ASL & English in the Classroom  
EDU 711 – Literacy Applications in ASL/English Bilingual Classrooms K-12

### Curriculum and course revisions

Master of Arts in Education: Teacher Preparation Program 2009

- EDU 601 Reading and Writing for Teacher k-12
- EDU 631 Literacy teaching/Learning: Elementary Grades
- EDU 633 Language Arts in Elementary Education
- EDU 641 Literacy Teaching/Learning: Secondary Grades
- EDU 713 Language Acquisition and Cognitive Development
- EDU 789 Field Experience II & Seminar

### Advising

Undergraduate	1
Graduate	2-5
Doctoral	1

Faculty Mentoring	1
-------------------	---

### Extension Activities

"ASL/English Bilingual Instruction: Principles and Practice" Presentation to GSR faculty during the General Studies Day	August 2011
--	-------------

Guest lecture in DST 714 Critical Pedagogy Instructor: DR. MJ Bienvenu	April 2011
---	------------

Guest lecture in EDU 889.01: Doctoral Curriculum Seminar Instructor: Dr. Patricia Hulsebosch	2009
---	------

Guest lecture in EDU 792 Student Teaching Final Seminar Instructor: Dr. Karen Ewing	May 2009
--	----------

Guest lecture in DST Special Topics class Instructors: Dr. Arlene Kelly and Ms. Janis Cole	February 2008
---	---------------



Panelist: Diversity Panel - Culture and Language Colloquium.  
Gallaudet University. Washington, DC.

Sept. 2006

#### **4. SERVICE**

##### **a) Professional**

Advisory Working Group to the DC General Council Legislation: Educational Interpreter's Qualification	2010
National Language Planning Committee for Deaf Education (NLPC-DE) • ASL Proficiency Standards Subcommittee	2006 – 2007
Bilingual Expert Team Deafed.net	2006 – 2007
<i>Consultation</i>	
New York School for the Deaf – Fanwood – ASL/English Bilingual Education	2012-present
Albuquerque Sign Language Academy – Two-Way Bilingual Immersion	2011
Georgia School for the Deaf – School Improvement Plan	2010 – Present
Rocky Mountain Deaf School – Dual Language Instruction	2007

##### **b) Campus**

##### **Students**

Student Orientation Activities	2006 – 2011
Qualifying Examination Committee	2009, 2010
Recruitment and retention activities:	
Open house and department booth – on campus	2008 – 2010
Co-organize Student Socials	2011
Booths and recruitment efforts at conferences	2007, 2011
Friday Professional Development Workshops	2006 – 2008

##### **Department**

PhD Admissions Committee	2011
Scholarship Committee	2011
Evaluations Review Committee	2010 – 2011
• Faculty Evaluations Rubrics – revise	
• Course Evaluations – revise	
• Cooperating Teacher Evaluation - revise	
• Advising Evaluation – create	
• Supervising Evaluation – create	
Department Doctoral Studies Committee (DDSC)	2007 – 2011
MA Admissions Committee	2010
Multiple-Measures Evaluation Committee	2008-2009
UG Interview Committee	2007 – 2009
Recruitment and Retention Committee	2006
Attend Program and Department Meetings	
Evaluate Faculty Portfolios	

Provide Peer Observation

### **Assessment Development**

Language and Communication Exemplar – Program Performance Assessment	2008
Multiple-Measures Assessment (with Dr. Amy Hile)	2007

### **Assessment Revision**

Teacher Work Sample Revisions	2007, 2011
Student Teaching Evaluation Revisions	2008, 2011
Disposition Assessment Revision	2007

### **College**

Panel Moderator: "Perspectives: Cultural Storytelling panel"	August 2010
Graduate Student Orientation	
NCATE Accreditation: SPA report writer and 10-month summer work group	2008 – 2010
Break-Out Group Facilitator: DST 795 Culture and Language Seminar	October 2009.

### **Search Committees**

Department of Education – member	2011
Department of Education – Chair	2010
Department of Education – member	2008 – 2009
Linguistics Department - member	2007

### **University**

Faculty Professional Development Committee – Co-chair	2010 – Present
Classroom Discourse Observation Committee – member	2010
Bilingual Approaches Summer Workshop –	2010, 2011
<ul style="list-style-type: none"> <li>• Develop course content and materials</li> <li>• Facilitate sessions</li> <li>• Assess participants throughout the year</li> <li>• Report to the Office of Academic Quality</li> </ul>	
Faculty Professional Development Committee – member	2008 – 2010
Long Range Strategic Planning Steering Committee	2008 – 2009
Bilingual Professional Development Working Group – member/co-facilitator	2009
Enrichment Day Planning Committee	2008
Student Judicial Board – faculty representative	2006 – 2008

### **c) Community, State, National**

Break-out session facilitator: Second Summit on American Sign Language/English Bilingual Early Childhood Education for deaf children. Gallaudet University, Washington, DC.	April 2011
Dissertation Committee Member for Dr. Cristina Yuknis	2009-2010

*"A grounded theory of deaf middle school students' revision of their own writing"*  
University of Maryland: College Park, MD

"Working towards Bilingual Deaf Education in México."  
Presentation: Graduate Open House. Gallaudet University. Washington, DC. February 2009

Commencement Address: Kansas School for the Deaf. Olathe, Kansas. May 2007

Collaboration with KDES ASL/English Bilingual Professional Development  
mentors and teachers 2007

### **International**

Videotaped interview with the director of Special Education in Buenos Aires,  
Argentina for the XII Week on Special Education. October 2011

"Colaboración para la Educación" [Collaboration towards Education]  
Meeting with NGOs at the Malba Museum in Buenos Aires, Argentina. August 2011

Meetings with international visitors as well as making my classes accessible  
for observation and videotaping.

- Visiting researchers - Colombia 2009
- Visiting teachers – Costa Rica 2009
- Nipon Foundation – Vietnamese Delegation 2007

# American Sign Language Proficiency Interview (ASLPI) Raters' Report Gallaudet University

**Name:** Garate, Maribel

**Interview Date:** 02-Mar-2010

**Department:** Education

**ASLPI Rating:** 4.3

**Areas Evaluated:** The five subcategories below are considered when evaluating an American Sign Language Proficiency Interview (ASLPI) at Gallaudet University. Each subcategory receives a score ranging from 0-5 from three independent evaluators. The scores are then totaled and divided by the number of evaluators. Mean scores for each subcategory are provided below. Except for LEVEL 5, the scoring process sometimes results in the assignment of a plus value (+). This does not represent a midway point between two levels, but may be inferred to indicate that the examinee exceeds the requirements for a particular level but does not satisfy in all respects the requirements of the next higher level.

	<u>Mean Scores</u>
<b>Grammar</b> The clear and appropriate use of sentence types, grammatical categories, and discourse functions. The synchronization of both manual and non-manual components of grammar is also examined.	4
<b>Vocabulary</b> The accuracy and extensiveness of the sign vocabulary used by the examinee. Sign selection across a variety of topics and the ability to use colloquial expressions and figurative language is also evaluated.	4+
<b>Accent/Production</b> The formation and execution of signs, numbers, and fingerspelling. Attention is also given to the use of space and the incorporation of affective facial expressions and upper body movements.	3+
<b>Fluency</b> The rhythm, pace, and flow of delivery according to topics being discussed.	4
<b>Comprehension</b> The overall understanding of the questions, comments, and statements made during the interview. Also examined are the examinee's spontaneity, responses to questions, and ability to provide visual feedback to the interviewer.	5

This report contains information pertaining to the American Sign Language Proficiency Interview (ASLPI) evaluation at Gallaudet University which is confidential and privileged. The information is intended for use by the individual named above on this report. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited.

If you have received this information in error, please send email to: [aslpi@gallaudet.edu](mailto:aslpi@gallaudet.edu). In addition, all reports and attachments received in error are to be returned to the ASL Diagnostic and Evaluation Services (ASL-DES), Gallaudet University, 800 Florida Avenue NE, Merrill Learning Center, 2200, Washington, DC 20002.

REQUEST FOR QUOTATION  
**DBS1500000001 ASL/English Bilingual Consultant**

---

**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of The West Virginia Schools for the Deaf and the Blind to establish a contract for an ASL/English Bilingual Consultant who will provide direction and leadership for the implementation, maintenance, and continuous improvement of the ASL/English instructional methodology at the Elementary and Secondary Schools for the Deaf.
  
- 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 Services”** means an ASL/English Bilingual Consultant who will provide direction and leadership for the implementation, maintenance, and continuous improvement of the ASL/English instructional methodology at the Elementary and Secondary Schools for the Deaf.
  
  - 2.2 “Pricing Section”** means the pages upon which Vendor should list its proposed price for the Contract Services.
  
  - 2.3 “CRFQ”** means the official request for quotation published by the Purchasing Division and identified as **DBS1500000001**.
  
- 3. QUALIFICATIONS:** Vendor shall have the following minimum qualifications and should document them on a resume or cover letter along with the contact information for 2 references who can verify the information:
  - 3.1. Doctorate degree in Deaf Education**  
  
-Superior American Sign Language Skills (ASLPI)
  
  - 3.2. At least ten years of experience in Bilingual ASL/English instructional methodology**  
  
-At least 5 years of experience as a trainer, mentor, or specialist for staff in schools transitioning to ASL/English instructional methodology based on the Language Planning model  
  
Experience implementing, supporting, monitoring and evaluating the transition to ASL/English in at least three state schools for the deaf; one of which must be similar in demographics to WVSDb. The demographics of WVSDb are that it is located in Romney, WV a rural isolated area. The town’s population is less than 2,000 residents. It is 120 miles from the closest large metropolitan area.

REQUEST FOR QUOTATION  
**DBS1500000001 ASL/English Bilingual Consultant**

---

**4. MANDATORY REQUIREMENTS:**

**4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

**4.1.1** 1 full day monthly on-site visit to the WVSDB, for each of 12 months

**4.1.1.1** Each monthly onsite visit must include observation of teachers, aides, residential staff and students; in person meetings with observed staff for debriefing with recommendations for needed changes

**4.1.1.2** Each monthly onsite visit must include model teaching sessions, professional development presentation to increase the knowledge base of teachers, staff and families

**4.1.1.3** Each monthly onsite visit must include meeting with and providing progress reports to administration

**4.1.1.4** Each monthly onsite visit must include contributing to meetings with teachers, residential staff, families and administration as a critical friend.

**4.1.2** Monthly Meetings with the Language Planning Team

**4.1.3** Semiannual analysis of collected data on student ASL proficiency

**4.1.4** Development of timeline of activities for sharing information with families

**4.1.5** Provide guidance and support to ASL support team in strategies to extend ASL/English methodology into the residential program

**5. CONTRACT AWARD:**

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

**5.2 Pricing Section:** Vendor should complete the Pricing Section by stating the monthly rate for services. Vendor should complete the Pricing Section in full as failure to complete the Pricing Section in its entirety may result in Vendor's bid being disqualified.

REQUEST FOR QUOTATION  
DBS1500000001 ASL/English Bilingual Consultant

---

Vendor should type or electronically enter the information into the Pricing Section to prevent errors in the evaluation.

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, 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:** Agency shall pay flat monthly rate as shown on the Pricing Section, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency 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 principal service personnel which will be issued access cards and/or keys to perform service.
  - 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 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 Agency's security protocol and procedures.

REQUEST FOR QUOTATION  
DBS1500000001 ASL/English Bilingual Consultant

---

**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 the Contract.

**10.2.2.** Immediate cancellation of one or more release orders issued under this Contract.

**10.2.3.** 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:** Maribel Garate

**Telephone Number:** 202-321-5880

**Fax Number:** \_\_\_\_\_

**Email Address:** Maribel.Garate@gallaudet.edu