

SOLICITATION FOR SIGN LANGUAGE INTERPRETING SERVICES BY THE VIRGINIA DEPARTMENT FOR THE DEAF AND HARD OF HEARING

INTERPRETER SERVICES PROGRAM CONTRACT

JANUARY 1, 2009 – DECEMBER 31, 2009
(INCLUDING THREE CONSECUTIVE ONE-YEAR RENEWAL PERIODS)

CONTRACT NO. 751-09-003

I. SOLICITATION BACKGROUND

A. PURPOSE

Section § 51.5-113. of the Code of Virginia authorizes the Virginia Department for the Deaf and Hard of Hearing (VDDHH) to establish, maintain and coordinate a statewide service to provide courts, state, and local legislative bodies and agencies, both public and private, and persons who are deaf or hard-of-hearing who request the same with qualified interpreters for the deaf and hard of hearing and is further authorized to establish and maintain lists of qualified interpreters for the deaf and hard-of-hearing to be available to the above mentioned entities.

The purpose of this solicitation is to establish an agreement between the Purchasing Agencies listed Section I, C and qualified interpreters (hereinafter referred to as “Contractor(s)”) to facilitate the coordination of interpreting services in the Commonwealth of Virginia. To facilitate the coordination of such services, VDDHH shall verify the credentials, background and experience of Contractors before entering into an agreement with same.

In an effort to maximize competition and participation, a copy of this solicitation will be sent to all Virginia qualified interpreters currently maintaining national certification and those interpreters holding credentials of a VQAS Level II or higher.

B. DIRECTORY OF QUALIFIED INTERPRETERS

VDDHH disseminates a comprehensive *Directory of Qualified Interpreters* upon request for the purpose of assisting consumers in procuring direct services from qualified interpreters without the assistance of a referral agency. Qualified interpreters who wish to be listed in the *Directory* shall sign a release of information form and submit verifiable proof of credentials to VDDHH, in the format attached hereto as Attachment B. VDDHH will verify credentials before publishing names and contact information in the *Directory*. Interpreters listed in the *Directory* are responsible for notifying the Purchasing Agency of any changes and for re-submitting credentials upon expiration. Qualified interpreters are not required to enter into a contract with the VDDHH to be listed in this *Directory*.

C. AUTHORIZATION OF CONTRACT USE

All contracts resulting from this solicitation are for use by the following Purchasing Agencies:

- 1. VIRGINIA BOARD FOR PEOPLE WITH DISABILITIES**
- 2. VIRGINIA COMMUNITY COLLEGE SYSTEM**
- 3. VIRGINIA DEPARTMENT OF AGING, including AREA AGENCIES ON AGING**
- 4. VIRGINIA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**
- 5. VIRGINIA DEPARTMENT FOR THE BLIND AND VISION IMPAIRED**
- 6. VIRGINIA DEPARTMENT OF CORRECTIONS**
- 7. VIRGINIA DEPARTMENT FOR THE DEAF AND HARD OF HEARING**
- 8. VIRGINIA DEPARTMENT OF EDUCATION**
- 9. VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY**
- 10. VIRGINIA DEPARTMENT OF EMERGENCY MANAGEMENT**
- 11. VIRGINIA DEPARTMENT OF HEALTH**

- 12.VIRGINIA DEPARTMENT OF HEALTH PROFESSIONS
- 13.VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
- 14.VIRGINIA DEPARTMENT OF HUMAN RESOURCE MANAGEMENT
- 15.VIRGINIA DEPARTMENT OF JUVENILE JUSTICE
- 16.VIRGINIA DEPARTMENT OF LABOR AND INDUSTRY
- 17.VIRGINIA DEPARTMENT OF MEDICAL ASSISTANCE SERVICES
- 18.VIRGINIA DEPARTMENT OF MENTAL HEALTH, MENTAL RETARDATION & SUBSTANCE ABUSE SERVICES, its Facilities and Community Service Boards (CSBs) / Behavioral Health Authorities (BHAs):
- 19.VIRGINIA DEPARTMENT OF MOTOR VEHICLES
- 20.VIRGINIA DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
- 21.VIRGINIA DEPARTMENT OF REHABILITATIVE SERVICES, including WOODROW WILSON REHABILITATION CENTER
- 22.VIRGINIA DEPARTMENT OF SOCIAL SERVICES, including LOCAL OFFICES
- 23.VIRGINIA OFFICE FOR PROTECTION AND ADVOCACY
- 24.VIRGINIA SCHOOL FOR THE DEAF, BLIND AND MULTI-DISABLED AT HAMPTON
- 25.VIRGINIA STATE UNIVERSITY
- 26.VIRGINIA TOURISM CORPORATION
- 27.VIRGINIA WORKER'S COMPENSATION COMMISSION
- 28.BLUE RIDGE COMMUNITY COLLEGE
- 29.COLLEGE OF WILLIAM AND MARY
- 30.COUNTY OF AUGUSTA AND AUGUSTA COUNTY SCHOOLS
- 31.COUNTY OF HENRICO
- 32.COUNTY OF MATHEWS
- 33.COUNTY OF PRINCE WILLIAM AND PRINCE WILLIAM COUNTY SCHOOLS
- 34.COUNTY OF ROANOKE AND ROANOKE COUNTY SCHOOLS
- 35.COUNTY OF YORK
- 36.DANVILLE COMMUNITY COLLEGE
- 37.JAMES MADISON UNIVERSITY
- 38.JAMESTOWN-YORKTOWN FOUNDATION
- 39.LIBRARY OF VIRGINIA
- 40.NORFOLK STATE UNIVERSITY
- 41.NORTHERN VIRGINIA COMMUNITY COLLEGE
- 42.RICHARD BLAND COLLEGE
- 43.RICHMOND PUBLIC SCHOOLS
- 44.SCIENCE MUSEUM OF VIRGINIA
- 45.SENATE OF VIRGINIA
- 46.SOUTHSIDE VIRGINIA COMMUNITY COLLEGE
- 47.STATE CORPORATION COMMISSION
- 48.SUFFOLK PUBLIC SCHOOLS
- 49.TIDEWATER COMMUNITY COLLEGE
- 50.UNIVERSITY OF MARY WASHINGTON
- 51.UNIVERSITY OF VIRGINIA
- 52.UNITVERSIY OF VIRGINIA'S COLLEGE AT WISE
- 53.VIRGINIA COMMONWEALTH UNIVERSITY

Each authorized Purchasing Agency will be required to report on a quarterly basis the total number of hours of interpreting service procured under the contracts resulting from this Solicitation to the Department for the Deaf and Hard of Hearing.

1. ADDITIONAL USERS: At any time during the term of the Contract, any State agencies, institutions and other public bodies may be added or deleted as a Purchasing Agency, with approval by the Director of the Virginia Department for the Deaf and Hard of Hearing (VDDHH). The addition or deletion of authorized users not specially named in the Contract shall be made only by written contract modification issued by VDDHH and upon mutual agreement by the Contractor. Such modification shall name the specific Purchasing Agency added or deleted and the effective date. The Contractor shall not honor an order citing the resulting Contract unless the Purchasing Agency is specified in the Contract or added by written contract modification.

D. ASSIGNING CONTRACTED INTERPRETERS

These Purchasing Agencies reserve the exclusive right to make assignments and will offer assignments to Contractors based on participation in the eVA procurement system, preferences expressed by consumer(s), appropriateness of credentials held in relation to assignment needs, availability and other data provided by the Contractor on the Interpreter Information and Directory Release Form. In order to protect interpreters from repetitive motion disorders such as Carpal Tunnel Syndrome, the following guidelines will be used regarding the number of interpreters contracted for a specific assignment:

1. One interpreter is sufficient for meetings of 2 hours or less and/or for situations that offer periodic rest periods and do not require continuous interpreting.
2. Two or more interpreters are needed when any of the following situations occur:
 - a. Any assignment lasting two (2) hours or longer
 - b. Platform events
 - c. Events requiring more than one method of communication
 - d. Assignments for persons who are DeafBlind that require tactile interpreting.
 - e. Public meetings or events where numerous deaf or hard of hearing consumers may be in attendance whether or not such events last less than two (2) hours.

E. ACCEPTING ASSIGNMENTS

Contractors accepting an assignment from the Purchasing Agency agree to adhere to the contractual terms and conditions herein, to dress in a manner appropriate to the situation, arrive in sufficient time to determine and address specific assignment needs, and perform services in an appropriate and professional manner. The Contractor assumes responsibility for the quality of service provided and agrees to notify the contracting Purchasing Agency of any complaints or significant problems that may result.

F. COMPENSATION FOR SERVICES

When coordinating an assignment, the Purchasing Agencies will provide the Contractor with the necessary billing procedures and ensure compensation at the ensuing contracted rates for all services rendered, as specified in Attachment A, entitled "Compensation Rates," attached to the Contract. The Compensation Rates are based on the hourly rates during business hours pursuant to the Contractor's credentials, subject to additional compensation stated elsewhere in the Contract. The Contractor shall submit invoices for services rendered directly to the authorized billing agency. This information will be specified by the Purchasing Agencies at the time the Contractor is offered the assignment. All invoices shall be submitted to the contracting Purchasing Agency within 30 calendar days of the date the service was rendered. Invoices submitted after the 30-calendar day period will be subject to review and approval by the agency Director.

All invoices submitted to a Purchasing Agency for payment must include the following information to ensure compensation:

1. Name of Contractor.
2. Date of Invoice.
3. Invoice Number.
4. Assignment date and brief description of assignment.
5. Time, duration, and specific location of assignment
6. Itemized bill of services, including total hours worked and total travel time.
7. Attach any associated receipts along with invoice. (hotel, tolls etc. These reimbursements should be negotiated with the Purchasing Agency prior to the assignment)
8. The Contract Number or the Vendor Number of the Contractor.

Compensation for completed assignments will include a two-hour minimum (this two-hour minimum shall include travel time or any portion thereof) with compensation for additional hours rounded to the nearest half hour period. Interpreters will be paid for travel time (portal-to-portal) at their individual hourly rate except as noted in Section I, I., c. Travel time will be based on the standard of two (2) hours per hundred miles or variables thereof (i.e. one (1) hour per 50 miles, one-half (½) hour per 25 miles, rounded to the nearest half-hour period.). This may be applied in determining appropriate maximum travel time portal-to-portal charges. No reimbursement will be provided for mileage under the Contract. Reimbursement for overnight accommodations and meals will be negotiated with the requesting Purchasing Agency prior to the acceptance of the assignment.

For purposes of the Contract, normal business hours are considered as weekdays from 8 AM to 5 PM Monday through Friday. No normal business hours will be counted for weekends or State and Federal Holidays. As a number of Purchasing Agencies observe a unique holiday schedule, the Contractor should contact the appropriate contract administrator in advance for a holiday schedule to determine compensation and cancellation details when working for the Purchasing Agency.

G. CANCELLATIONS

Any Purchasing Agency canceling an assignment shall be responsible for payment as follows:

1. For assignments requiring interpreters to be scheduled for 2 days or less:
 - a. If cancellation is made in 2 business days or less in advance of the assignment, Contractor will receive full compensation of the scheduled time.
 - b. If cancellation is made 3 business days in advance, no compensation will be given to the Contractor.
2. For assignment requiring interpreters to be scheduled for 3 days or more:
 - a. If cancellation is made 5 business days or less in advance of the assignment, the Purchasing Agency will pay the scheduled Contractor(s) an amount equal to 50% of the amount the Contractor would have received had the assignment been completed as scheduled. This provision will be waived if VDDHH or the Purchasing Agency is able to schedule the assigned Contractor(s) for another similar assignment during the same time frame which would result in a payment of greater than 50% of the original assignment.
3. In the event an assignment is cancelled as specified in Section G, 1. and 2. above and no travel time is incurred by the Contractor relating to the assignment, the Contractor will not receive compensation for any travel time (portal-to-portal) or other expenses.

For any cancellations made by the Contractor, no compensation will be paid by a Purchasing Agency.

In the event of a cancellation due to inclement weather, the Contractor will be compensated for one-half (50%) of the pre-arranged assignment hours and for any actual travel time (portal-to-portal) incurred related to the assignment, or the two (2) hour minimum per assignment as specified Section I.,F, whichever is greater.

Late arrival by the Contractor will result in a deduction from the amount due for the assignment. The deduction for up to 30 minutes will be one-half the hourly rate for the first hour. Lateness of more than 30 minutes or 25% of the total assignment will be considered a cancellation by the Contractor.

Contractors will be compensated for the full scheduled time for assignments, including travel time (portal-to-portal) and other agreed upon expenses, where a consumer requesting services does not appear, upon verification by the Purchasing Agency. For routine assignments where the consumer does not appear, a Contractor must receive permission from the Purchasing Agency or on site contact before leaving the assignment. For public hearings or other events open to the public, the Contractor shall remain on site for the duration of the assignment period.

H. CONTRACT EXEMPTIONS

If after an organized attempt to contact the Contractors covered by the Contract, a Purchasing Agency cannot locate a qualified Contractor, the Purchasing Agency is authorized to competitively procure such services from a qualified alternate source.

A Purchasing Agency may independently negotiate rates for an assignment which exceeds \$1,200.00 or 40 hours of service provided such negotiation results in an overall cost benefit to the Purchasing Agency. Such exemption may be beneficial in providing effective communication for conferences and other events requiring a number of interpreters or consecutive days of service.

Interpreting assignments for classrooms and those involving video remote interpreting (VRI), videotaping for duplication or broadcast purposes are **not** covered by the Contract and should be negotiated independently with qualified individuals.

Procedures for rendering services to Virginia courts, excluding Commitment Hearings, are provided under separate cover to interpreters who are authorized by VDDHH and the Virginia Supreme Court to perform such services.

I. ADDITIONAL COMPENSATION FOR SPECIAL SITUATIONS

1. The Purchasing Agency will provide a \$4.00 hourly premium for assignments involving Tactile Interpreting.
2. The Purchasing Agency will provide a \$4.00 hourly premium for any **one** of the following situations:
 - a. Assignments between 5 PM and 8 AM Weekdays
 - b. Assignments between Friday 5 PM and Monday 8 AM Weekends
 - c. Assignments scheduled on State or Federal Holidays
3. When two (2) or more hours of the Contractor(s) assignment fall into one of the above categories, the Purchasing Agency will provide the \$4.00 hourly premium for travel time that falls into one of these categories.
4. The Purchasing Agency will provide a \$4.00 hourly premium for assignments involving State grievance proceedings where a Hearing Officer is present.
5. The Purchasing Agency will provide twice the contracted hourly rate (the “Higher Rate”) to any one Contractor who agrees to accept assignments that normally require two interpreters as defined in Section I, D., 2., of the Contract. The Higher Rate will apply to actual time on the assignment only. Travel time (portal-to-portal) shall not be payable to Contractor at the Higher Rate, but at the regular contracted hourly rate , in addition to any premium rate as specified in Section I, I., 1 through 4. , of the Contract.

J. COMPENSATION DEFAULT DUE TO NON-COMPLIANCE

The Purchasing Agency reserves the right to refuse payment to any Contractor when the terms and conditions of the Contract are not fulfilled. The Virginia Department for the Deaf and Hard of Hearing is not responsible for the outcome or compensation of services independently coordinated by the Contractor.

K. EXTENSION OF CONTRACT

VDDHH, as the initiating Purchasing Agency, reserves the right to extend the Contract for three (3) consecutive one-year renewal periods.

L. TERMINATION OF CONTRACT

The Contract may be terminated by either party with a thirty (30) day prior written notice to the other party. The Contract between the Contractor and the Purchasing Agency may be terminated immediately if the terms and conditions are not satisfied. All Contract terminations must be in writing.

II. CONTRACT FORM A CONTRACT # _____

This Contract is entered into this ____ day of _____, ____ between _____, _____ hereinafter called the "Contractor," and _____, the authorized Purchasing Agency listed in Section I., Item C. of the Solicitation, hereinafter called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of promises and of the mutual covenants, considerations and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the Purchasing Agency the services normally associated with interpreting for persons who are deaf and hard of hearing, subject to the incorporation by reference all the requirements, terms and conditions as specified Sections I, II and III of the Solicitation, and which adhere to the Code of Professional Conduct as established by the Registry of Interpreters for the Deaf.

COMPENSATION: In accordance with the Contractor's current credentials* of _____, the hourly rate of pay during normal business hours will be \$_____ per hour, with a minimum of two (2) hours payable to the Contractor in half-hour increments after the second hour, as specified in Section I of the Contract.

***A copy of current credentials shall be on file at VDDHH prior to any compensation from a Purchasing Agency.**

TAXES: The Contractor shall perform as an individual contractor, self-employed, and therefore is responsible for any and all taxes and will accrue no withholding from the Commonwealth of Virginia. Contractors shall submit a current IRS Form W-9 or Substitute Form W-9. The Purchasing Agency will issue an IRS Form 1099-MISC on an annual basis for any Contractor who is compensated \$600.00 or more during the calendar year.

HOLD HARMLESS: The Contractor agrees to indemnify, defend, and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages, and actions of any kind or nature, whether at law or in equity arising from or caused by the Contractor's performance or non-performance under the Contract.

DISPUTES arising under the Contract will be processed in accordance with the Commonwealth of Virginia Vendor's Manual.

PERIOD OF CONTRACT: From January 1, 2009 through December 31, 2009, with three (3) consecutive one-year renewal periods.

WITNESS WHEREOF, the parties have caused the Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY

Printed Name _____

Signature _____

Address: _____

Printed Name _____

SSN/FIN: _____

eVA Vender No. _____; and

Title: _____

Expiration Date: _____

SWaM Certification No. _____; and

Expiration Date: _____

Signature _____

III. TERMS AND CONDITIONS:

A. GENERAL TERMS AND CONDITIONS

1. **VENDORS MANUAL**: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into the contract in their entirety. The procedure for filing contractual claims is in section 7.19 the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.virginia.gov/dps under "Manuals."
2. **APPLICABLE LAWS AND COURTS**: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Purchasing Agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the Contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
3. **ANTI-DISCRIMINATION**: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in a. and b. below apply:

- a. During the performance of the contract, the Contractor agrees as follows:
 - (1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such contractor is an equal opportunity employer.
 - (3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 - b. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
4. **ETHICS IN PUBLIC CONTRACTING**: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal,

and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

5. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, offerors certify that they do not and will not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

6. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

7. ANTITRUST: By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services acquired by the Commonwealth of Virginia under said Contract.

8. MANDATORY USE OF STATE FORMAT : Failure to submit a proposal in the requested format may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

9. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

10. PAYMENT:

a. To Prime Contractor:

(1) Invoices for services delivered shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

(2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

(3) All services provided under the Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.

(4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

(5) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination

of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

b. To Subcontractors:

(1) A contractor awarded a contract under this solicitation is hereby obligated:

(a) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(b) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

(2) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

c. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the Contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

11. PRECEDENCE OF TERMS: The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

12. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect an offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the Contract and to provide the services contemplated therein.

13. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the Contract requirements.
14. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
15. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
- a. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.
 - b. The Purchasing Agency may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - (1) By mutual agreement between the parties in writing; or
 - (2) By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - (3) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of the Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of the Contract shall excuse the Contractor from promptly complying with the changes ordered by the Department or with the performance of the Contract generally.

Notwithstanding the provisions specified in Section III, 15, above, VDDHH (as the initiating Purchasing Agency) is the only Purchasing Agency authorized to issue a contract modification to the Contract, which contract modification must be signed by both parties and executed in the same formality as the Contract.

16. DEFAULT: In case of failure to deliver services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

17. INSURANCE, ETC.: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the Contract is awarded. The offeror further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

a. MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

(1) Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the Contract.

(2) Employer's Liability - \$100,000.

(3) Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

(4) Automobile Liability - \$1,000,000 per occurrence.

b. LAWS AND REGULATIONS: The Contractor shall comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work under the Contract.

18. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

19. DRUG-FREE WORKPLACE: During the performance of the Contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

20. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or Contractor shall not be discriminated against in the solicitation or award of the contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of the Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to the Contract

objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

21. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All Contractors must register in eVA; failure to register will result in the Contractor being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (1) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (2) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

22. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Purchasing Agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

23. SET-ASIDES. This solicitation is set-aside for DMBE-certified small business participation.. Small businesses must be certified by the Virginia Department of Minority Business Enterprise not later than the solicitation due date and time. DMBE-certified women- and minority-owned businesses are also considered small businesses when they have received DMBE small business certification.

B. SPECIAL TERMS AND CONDITIONS:

1. AUDIT: The Contractor shall retain all books, records, and other documents relative to the Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Purchasing Agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
2. AWARD TO OTHER THAN THE HIGHEST RANKING OFFEROR(S): Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror(s) which, in its opinion, has made the best proposal(s) and shall award the

contract to that offeror; however, the contract may be awarded to a reasonably ranked DMBE-certified small business offeror(s), that is other than the highest ranking offeror(s). The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a Contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

3. **CANCELLATION OF CONTRACT**: The VDDHH reserves the right to cancel and terminate any resulting Contract, in part or in whole, without penalty, upon thirty (30) days written notice to the Contractor. In the event the initial Contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon thirty (30) days written notice to the other party. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
4. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
5. **SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES SUBCONTRACTING AND EVIDENCE OF COMPLIANCE**: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such subcontracting opportunities to small businesses. This shall include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
6. **PRIME CONTRACTOR RESPONSIBILITIES**: The Contractor shall be responsible for completely supervising and directing the work under the Contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under the Contract shall be responsible to the prime contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
7. **REFERENCES**: Bidders shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

| | <u>ORGANIZATION</u> | <u>ADDRESS</u> | <u>CONTACT PERSON</u> | <u>TELEPHONE</u> |
|----|---------------------|----------------|-----------------------|------------------|
| 1. | _____ | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ | _____ |

8. **RENEWAL OF CONTRACT:** The Contract may be renewed by the Commonwealth upon written agreement of both parties for three (3) successive one year periods, under the terms of the current Contract, and at a reasonable time prior to the expiration.

9. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the Purchasing Agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.

ATTACHMENT A: Compensation Rates

NAD-RID National Interpretation Certification (NIC)

| | | | |
|---------------------------------|----------------|----------------|----------------|
| Contracted Rate Per Hour | \$46.00 | \$42.00 | \$38.00 |
| Certification | NIC Master | NIC Advanced | NIC |

Registry of Interpreters for the Deaf (RID) Certification

| | | | | |
|---------------------------------|---|----------------|-----------------------------|----------------|
| Contracted Rate Per Hour | \$42.00 | \$38.00 | \$34.00 | \$30.00 |
| Certification | CSC CI & CT CDI or RSC MCSC OTC | CI or CT | IC/TC OIC:S/V OIC:V/S | IC TC |

National Association of the Deaf (NAD) Certification

| | | | |
|---------------------------------|----------------|----------------|----------------|
| Contracted Rate Per Hour | \$42.00 | \$34.00 | \$25.00 |
| Certification | NAD 5 | NAD 4 | NAD 3 |

National Cued Speech Association (NCSA) Certification

| | | | | |
|---------------------------------|----------------|----------------|----------------|----------------|
| Contracted Rate Per Hour | \$38.00 | \$34.00 | \$30.00 | \$25.00 |
| Certification | TSC:4 | TSC:3 | TSC:2 | TSC:1 |

Virginia Quality Assurance Screening (VQAS) Levels

| | | | | |
|---------------------------------|----------------|--|---|-----------------------|
| Contracted Rate Per Hour | \$38.00 | \$34.00 | \$30.00 | \$25.00 |
| VQAS Level | T-IV / I-IV | CS-IV I-IV T-IV T-III / I-III | CS-III I-III T-III T-II / I-II | CS-II I-II T-II |

****NOTE: This compensation matrix is for purposes of the accompanying solicitation only and should not be considered average or suggested rates for non-contracted interpreting situations.**

ATTACHMENT B

INTERPRETER INFORMATION & DIRECTORY RELEASE

VDDHH maintains the following Directory Listings:

- VDDHH Directory of Qualified Interpreters for the Deaf and Hard of Hearing
This is the faxed or mailed/hardcopy version of the directory. It is sent out only upon request.
- VDDHH Directory of Qualified Interpreters for the Deaf and Hard of Hearing
This is the version posted on the VDDHH website and emailed upon request. The information is accessible to any Internet user.
- VDDHH Court Approved Interpreter Listing for the Deaf and Hard of Hearing
This is the version used for Court Interpreting coordinated by VDDHH. It is sent out only upon request.

Please complete the following form with your name, credentials, contact information, availability and regions served. Your signature (Section V) authorizes VDDHH to release all information listed on this form in the hard copy and website versions of the Directories (excluding the pieces of information you specify in Section II). An Interpreter must possess a minimum of a VQAS Level I-T or Level I-I to be eligible for inclusion in the Directories. **You do not have to be contracted with this agency to have your information listed in the Directories.**

I. VDDHH Directory of Qualified Interpreters for the Deaf and Hard of Hearing

| | | | | | |
|---------------------------|------------|----------------|-----------------|---------------|-----------------|
| _____ () _____ () _____ | | | | | |
| Last Name | First Name | Middle Initial | Home Phone | Work Phone | |
| _____ () _____ | | | _____ | _____ | |
| Mailing Address | | | Cell Phone | Pager | |
| _____ () _____ | | | _____ | _____ | |
| City | (County) | State | Zip | Fax | Email Address 1 |
| _____ | | | _____ | _____ | _____ |
| Certification/VQAS Level* | | Exp. Date | Email Address 2 | Other Contact | |

***A copy of your current credentials must be on file at VDDHH (please include a copy with this form, if necessary)**

The best way to contact me is:

Availability: Full-Time____ Evenings____ Weekends____ Full-Time in Summer____

Other (please list in 10 words or less):

Regions Served (refer to enclosed planning district map):

| | | | | |
|--------------------------------------|-------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| <u>Central VA</u> | <u>Northern VA</u> | <u>Southwestern VA</u> | <u>Tidewater</u> | <u>Western VA</u> |
| <input type="checkbox"/> District 10 | <input type="checkbox"/> District 7 | <input type="checkbox"/> District 1 | <input type="checkbox"/> District 19 | <input type="checkbox"/> District 5 |
| <input type="checkbox"/> District 14 | <input type="checkbox"/> District 8 | <input type="checkbox"/> District 2 | <input type="checkbox"/> District 22 | <input type="checkbox"/> District 6 |
| <input type="checkbox"/> District 15 | <input type="checkbox"/> District 9 | <input type="checkbox"/> District 3 | <input type="checkbox"/> District 23 | <input type="checkbox"/> District 11 |
| <input type="checkbox"/> District 16 | | <input type="checkbox"/> District 4 | | |
| <input type="checkbox"/> District 17 | | <input type="checkbox"/> District 12 | | |
| <input type="checkbox"/> District 18 | | <input type="checkbox"/> District 13 | | |

II. Exclusions from Directory Listings

Please do NOT list the following information in the hard copy of the directory:

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> Address | <input type="checkbox"/> Cell Phone | <input type="checkbox"/> Email Address 1 |
| <input type="checkbox"/> Home Phone | <input type="checkbox"/> Pager | <input type="checkbox"/> Email Address 2 |
| <input type="checkbox"/> Work Phone | <input type="checkbox"/> Fax Number | <input type="checkbox"/> Other Contact |

Please do NOT list the following information in the website version of the directory:

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> Address | <input type="checkbox"/> Cell Phone | <input type="checkbox"/> Email Address 1 |
| <input type="checkbox"/> Home Phone | <input type="checkbox"/> Pager | <input type="checkbox"/> Email Address 2 |
| <input type="checkbox"/> Work Phone | <input type="checkbox"/> Fax Number | <input type="checkbox"/> Other Contact |

III. Interpreting Preferences

I am comfortable with the following types of interpreting:

- | | | |
|--|---|---|
| <input type="checkbox"/> Court/Legal | <input type="checkbox"/> ASL (American Sign Language) | <input type="checkbox"/> Tactile (hand over hand) |
| <input type="checkbox"/> Medical | <input type="checkbox"/> PSE (Pidgin Signed English) | <input type="checkbox"/> Tactile (fingerspelling) |
| <input type="checkbox"/> Mental Health | <input type="checkbox"/> SEE (Signed Exact English) | <input type="checkbox"/> Tactile (print-on-palm) |
| <input type="checkbox"/> Conferences | <input type="checkbox"/> Cued speech | <input type="checkbox"/> Close-vision |
| <input type="checkbox"/> Performances/Theatre | <input type="checkbox"/> Other _____ | <input type="checkbox"/> Tri-lingual |
| <input type="checkbox"/> Educational | | (3 rd Lang.: _____) |
| <input type="checkbox"/> Religious | | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Counseling | | |
| <input type="checkbox"/> 12-Step Programs | | |
| <input type="checkbox"/> Funerals | | |
| <input type="checkbox"/> Interpreting for children | | |
| <input type="checkbox"/> Platform | | |

IV. Information/E-mail Preferences

_____ Please add me to the VDDHH contact list for emergency situations (i.e. volunteer emergency shelter interpreters during natural disasters)

_____ Please add me to the VDDHH e-mail list for occasional non-eVA interpreting jobs** in the regions I have specified

**Interpreting assignments that do not require interpreters to be on contract with VDDHH or registered with eVA

_____ Please add me to the VDDHH e-mail list for occasional non-contract interpreting jobs* in the regions I have specified

*Assignments that do not require interpreters to be on contract with VDDHH, but do require eVA registration (please enclose proof of your eVA registration)

_____ Please add me to the VDDHH e-mail list for court jobs in the regions I have specified (must have full national certification from NIC or RID, an NAD V or a TSC: 4)

_____ Please add me to the VDDHH e-mail list for contract jobs in the regions I have specified (must be registered with eVA and on contract with VDDHH)

_____ Please send me additional information about becoming a VDDHH contract interpreter. ___ Mail ___ E-mail

_____ Please send me additional information about becoming a VDDHH court interpreter. ___ Mail ___ E-mail

V. Please sign here to authorize the inclusion of your Section I information in the Directories:

Signed: _____ Date: _____

Please advise VDDHH, in writing, if you want to change, update or delete your listing in the Directory. If the contact information is no longer current and VDDHH is no longer able to contact you, then your name and information will be removed from the listing until you provide new information in writing.

**Please return this form to:
Virginia Department for the Deaf and Hard of Hearing
Ratcliffe Building, Suite 203
1602 Rolling Hills Drive
Richmond, VA 23229-5012
(804) 662-9502 V/TTY
1-800-552-7917 V/TTY**