

CETS#	22453
RFP#	99SWC-S359

## CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada  
Acting by and Through its

Agency Name:	Department of Administration, Purchasing Division
Address:	515 E. Musser St., Rm. 300
City, State, Zip Code:	Carson City, NV 89701
Contact:	Ryan Vradenburg
Phone:	(775) 684-0197
Fax:	(775) 684-0188
Email:	rvradenburg@admin.nv.gov

Contractor Name:	Sorenson Communications, LLC
Address:	4192 South Riverboat Road
City, State, Zip Code:	Salt Lake City, UT 84123
Contact:	Joshua Pennise
Phone:	866-787-1359
Email:	<a href="mailto:jpennise@sorenson.com">jpennise@sorenson.com</a>

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.**
  - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
  - B. "Contracting Agency" – means the State agency identified above.
  - C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
  - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
  - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
  - F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

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3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval (anticipated to be Date 

December 10, 2019
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Effective from:	December 10, 2019	To:	January 15, 2022
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4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	STATE SOLICITATION RFQ 99SWC-S359
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	CONTRACTOR'S RESPONSE

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

Total Contract Not to Exceed:	\$200,000.00
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.

9. **INSPECTION & AUDIT.**

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- A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **CONTRACT TERMINATION.**

- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
  - 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
  - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
  - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

- 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
  - 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.
- E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:
- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
  - 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
  - 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.
11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any

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breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.

15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

A. Insurance Coverage. Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment BB*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:

- 1) Final acceptance by the State of the completion of this Contract; or
- 2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

B. General Requirements.

- 1) Additional Insured: By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
- 3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.

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- 5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) Approved Insurer: Each insurance policy shall be:
  - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
  - b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage*.

**Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.**

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16B, General Requirements*.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 4) Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

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18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
  - A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
  - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
  - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
  - A. Any federal, state, county or local agency, legislature, commission, council or board;
  - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

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C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.



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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Joshua Pennise (Oct 1, 2019)  
 Independent Contractor's Signature

Oct 1, 2019  
 Date

National Director Community Interpreting Services  
 Independent Contractor's Title

Kevin D. Doty  
 Kevin D. Doty

10/3/19  
 Date

Administrator  
 Title

Susan [Signature]  
 Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: 11/12/19  
 Date

Approved as to form by:

[Signature]  
 Deputy Attorney General for Attorney General

On: 2 Oct 19  
 Date

# Attachment AA: RFQ 99SWC-S359

State of Nevada  
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300  
Carson City, NV 89701



Brian Sandoval  
Governor

Patrick Cates  
Director

Jeffrey Haag  
Administrator

State of Nevada

Purchasing Division

## **Request for Qualifications: 99SWC-S359**

For

### **ON-SITE SPOKEN AND SIGN LANGUAGE INTERPRETATION, DOCUMENT TRANSLATION AND OTHER RELATED SERVICES**

Release Date: October 19, 2018

Deadline for Submission and Opening Date and Time: Ongoing

*Refer to Section 5, RFQ Timeline for the complete RFQ schedule*

For additional information, please contact:

Amanda Taylor, Purchasing Officer

State of Nevada, Purchasing Division

515 E. Musser Street, Suite 300

Carson City, NV 89701

Phone: 775-684-0195

Email address: [a.taylor@admin.nv.gov](mailto:a.taylor@admin.nv.gov)

(TTY for Deaf and Hard of Hearing: 1-800-326-6868

Ask the relay agent to dial: 1-775-684-0195/V.)

*Refer to Section 6 for instructions on submitting an RFQ Response*

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Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to, NRS 281A, which can be found on the Purchasing Division's website (<http://purchasing.nv.gov>).

All applicable Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) documentation can be found at: [www.leg.state.nv.us/law1.cfm](http://www.leg.state.nv.us/law1.cfm).

## 1. PROJECT OVERVIEW

The State of Nevada Purchasing Division is seeking Statements of Qualifications (SOQs) from qualified vendors to provide On-Site and Remote Spoken and Sign Language Interpreting Services, Document Translation and Other Related Services statewide as needed. ***The RFQ does not hold awarded vendors to any prices, nor does it obligate the State to purchase goods or services from all awarded vendors.*** The purchase amount will be controlled by the individual using agencies through a purchase order once a contract has been awarded. The successful bidder must provide and maintain information to allow for online ordering capability through *NevadaEPro*. The state will work with the successful bidder to determine which platform is appropriate.

The State will award multiple contracts in conjunction with this RFQ, as determined in the best interests of the State. The State may award regionally (Northern, Southern, Rural) as needed by using agencies. **Vendor's Statement of Qualification shall identify the geographic region(s) in which services are being offered.**

The State reserves the right to accept vendor Statement of Qualifications on an ongoing basis. Any future awards will be written based upon termination dates concurrent with contracts awarded because of the original RFQ. The State does not guarantee any minimum volume of service.

These contracts shall be used by all State agencies located in geographic regions serviced by the contractor. The University and Community College System, the Court System, the Legislative Counsel Bureau, and Political Subdivisions (i.e., cities, counties, school districts, etc.) may use the contract(s) resulting from this RFQ; however, they are not required to do so.

The State Purchasing Division shall administer contract(s) resulting from this RFQ. The resulting contract(s) shall be for an initial contract term of two (2) years, with an option to renew for five (5) one (1) year extensions, if agreed upon by both parties and in the best interests of the State. Each qualified vendor is to have an executed contract with the state upon 10 days of receiving an award. Vendors who fail to return a signed contract in 10 days of receipt are subject to disqualification.

## 2. REQUEST FOR QUALIFICATIONS

### 2.1 PROCESS

The process by which RFQ Responses shall be considered for award under this RFQ consists of the following:

- Eligibility and Evaluation

- 2.1.1.1 The determination of whether or not the vendor qualifies under the set of Qualifications (*refer to Section 2.4*). If a vendor is determined to not meet any of the Qualifications, the response in its entirety shall not be considered for award.
- 2.1.1.2 If the vendor meets all the Qualifications, the vendor will be evaluated and placed on list for any State of Nevada agency to utilize.
- 2.1.1.3 Once a vendor is placed on the list, any using agency may contact vendors, depending upon services needed, and present vendor with a purchase order outlying needs and agreed upon cost.
- 2.1.1.4 Initial Evaluation  

An evaluation committee will be established to review and qualify the initial responses.
- 2.1.1.5 Ongoing Evaluation  

Once the initial contracts have been executed, any vendors submitting responses will be reviewed for eligibility and submitted to a review panel for approval to move forward with a contract.
- 2.1.1.6 Qualifications for Subcontractors  

Any vendor that uses subcontractors to provide services must provide all required licensing, registration and certification qualifications for any subcontractor that would be assigned in each service area provided. Failure to provide this documentation will result in disqualification. Any subcontractors that have not been previously qualified must have all certifications or licensure provided to the using Agency and the Nevada State Purchasing Division, Contract Management Unit 48 hours before services are to be provided.

## 2.2 WRITTEN QUESTIONS AND ANSWERS

The Purchasing Division shall accept questions and/or comments in writing regarding this RFQ as noted below:

- QUESTIONS AND ANSWERS

- 2.2.1.1 All questions regarding this RFQ should be submitted using the Bid Q&A feature in *NevadaEPro*.

- 2.2.1.2 To access the Bid Q&A:
- A. Log into your Seller account on *NevadaEPro*;
  - B. Click the Bids tab in the header,
  - C. Click View under Bid Q&A on the appropriate Bid Solicitation under the Open Bids section.
- 2.2.1.3 The deadline for submitting questions is as specified in *Section 5, RFP Timeline*.
- 2.2.1.4 All questions and/or comments shall be addressed using the Bid Q&A in *NevadaEPro*. If questions and answers require a material change to the Bid Solicitation, an Amendment will be posted in *NevadaEPro* and you will receive email notification.

## 2.3 SERVICES

Services may include, but are not limited to:

- On-Site Spoken Language Interpreting Services for the Top 10 Non-English Languages Spoken in Nevada:
  - Spanish
  - Tagalog (to include both Filipino and Ilocano)
  - Mandarin
  - Cantonese
  - Korean
  - Vietnamese
  - French
  - German
  - Amharic
  - Arabic
  - Any other language not described above.
- Document Translation Services;
- CART (Communication Access Realtime Translation);
  - Please refer to Attachment J: Minimum Qualifications for Sign Language and CART Services.
- Captioning Services;
- Sign Language Interpreting Services for the Deaf or Hard-of-Hearing
  - On-Site Interpreters
  - Video Interpreters
  - Please refer to Attachment J: Minimum Qualifications for Sign Language and CART Services.
- Video Interpretation (any language);
- And any other translation or interpretation related services not explicitly described above.

## 2.4 QUALIFICATIONS

It is **mandatory** that each component listed below be addressed and submitted for review. Failure to address each component shall result in disqualification of the RFQ response.

It is **mandatory** that each vendor have current Nevada licensure and be in good standing with the applicable board.

Vendors proposing to receive an award through this RFQ shall provide the following information:

- Attachment A: Application Checklist
- Attachment B: Vendor Information Sheet
- Attachment C: Pricing Schedule (Complete one for each service provided.)
- Attachment D: Certification Regarding Lobbying
- Attachment I: Minimum Qualifications for Sign Language and CART Providers (If Applicable)
- Any Required Professional Licenses or Certifications
- Proof of Insurance (In Accordance with the attached Insurance Schedule)
- Nevada Secretary of State Business License

**Note: Agencies using the resulting contracts may have additional documents vendors must sign prior to start date. These documents will be listed separately under the attachment tab within NevadaEPro. Certain insurance requirements may be negotiated with using Agencies depending upon the nature of the service.**

## 3. COST

Vendors must complete Attachment C, Pricing Schedule, with not-to-exceed prices within industry standards for each service offered. Vendors must provide detailed fixed prices for all costs associated with the responsibilities and related services. Clearly specify the nature of all expenses anticipated (refer to Attachment C, Pricing Schedule). Individual State agencies may negotiate prices lower than the not-to-exceed individually based on licensure, certification, experience and certified specialty qualifications or combinations of the aforementioned.

The State may implement an administrative fee of not more than 1% on contracts procured or negotiated by the Purchasing Division. This fee may be assessed over the time of the contract period. Vendors will be provided 30 days written notice before fees are assessed. Fees shall be paid quarterly, 45 days after the close of the quarter, on all purchases under the contract. Please refer to Attachment H for an example of the required reports. The administration fee cannot be listed as a line item on an invoice.

**Note: Some programs and services have a set rate and may not be negotiable. This will be determined by the using agency.**

## 4. FINANCIAL

### 4.1 PAYMENT



- Upon review and acceptance by the State, payments for invoices are normally made within 45 – 60 days of receipt, providing all required information, documents and/or attachments have been received.
- Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, equipment and services purchased under the provisions of this RFQ electronically, unless determined by the State Controller that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.

#### 4.2 BILLING

- The State does not issue payment prior to receipt of goods or services.
- The vendor shall bill the State as outlined in the approved contract and/or payment schedule.
- The State presently has a Procurement Card Program that participating State agencies may use to pay for some of their purchases. The Program is issued through a major financial institution and is treated like any other major credit card. Using agencies may desire to use the card as a method of payment. No additional charges or fees shall be imposed for using the card. Please indicate in your response if you will accept.

#### 4.3 TIMELINESS OF BILLING

The State is on a fiscal year calendar. All billings for dates of service prior to July 1 shall be submitted to the State no later than the third Friday in July of the same year. A billing submitted after the third Friday in July that forces the State to process the billing as a stale claim pursuant to NRS 353.097, shall subject the contractor to an administrative fee not to exceed \$100.00. This is the estimate of the additional costs to the State for processing the billing as a stale claim and this amount shall be deducted from the stale claims payment due the contractor.

### 5. RFQ TIMELINE

The following represents the proposed timeline for this project. All times stated are Pacific Time (PT). These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time.

Task	Date/Time
Questions Regarding RFQ Due	Ongoing
Answers Posted	Ongoing
Deadline for submission and opening of SOQs	Ongoing
Anticipated BOE approval	Ongoing
Contract start date (contingent upon BOE approval)	Upon BOE approval

## 6. RFQ RESPONSE SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

The vendors initial response will be submitted per this section. Additional information may be required when vendors work with a using agency to determine the scope of work and agreed upon cost.

### 6.1 GENERAL SUBMISSION REQUIREMENTS

- Vendors shall submit their statement of qualifications by using the “Create Quote” function through the State electronic procurement website, <https://NevadaEPro.com>, in accordance with the instructions below.
- 6.1.1.1 Refer to *Instructions for Vendors Responding to a Bid* in the Important Links section on the front page of *NevadaEPro* for instructions on how to submit a Quote using *NevadaEPro*.
- The Statement of Qualifications shall contain all the following documents found in the attached Statement of Qualification Packet:
  - Attachment A: Application Checklist
  - Attachment B: Vendor Information Sheet
  - Attachment C: Pricing Schedule (Complete one for each service provided.)
  - Attachment D: Certification Regarding Lobbying
  - Attachment I: Minimum Qualifications for Sign Language and CART Providers (If Applicable)
  - Any Required Professional Licenses or Certifications
  - Proof of Insurance (In Accordance with the attached Insurance Schedule)
  - Nevada Secretary of State Business License
  - If possible, submit the Statement of Qualifications packet as one unified PDF file containing all pages of the packet and back-up documentation. Submitting attachments as multiple files may delay processing times.

**Note: Agencies using the resulting contracts may have additional documents vendors must sign prior to start date. These documents will be listed separately under the attachment tab within NevadaEPro. Certain insurance requirements may be negotiated with using Agencies depending upon the nature of the service.**

### 6.2 CONFIDENTIALITY

- As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.
- Vendors are required to submit written documentation in accordance with the RFQ response marked “confidential” conforms to NRS §333.333, which states “Only specific parts of the RFQ response may be labeled a “trade secret” as defined in NRS §600A.030(5)”. Not

conforming to these requirements shall cause your Statement of Qualification to be deemed non-compliant and shall not be accepted by the State of Nevada.

- It is the vendor's responsibility to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation.
- Failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by release of said information.

## **7. RFQ RESPONSE EVALUATION AND AWARD PROCESS**

7.1 Qualifications shall be evaluated upon a pass/fail basis based on the verification of the following criteria:

- Demonstrated Competence (Proof of Certification or Licensure)
- Cost (Completed Pricing Schedule Sheet for each service provided)
- Completeness of Required Documentation
- Financial Stability (Proof of Insurance with Nevada Business License in good standing)

## **8. TERMS AND CONDITIONS**

### **8.1 PROCUREMENT AND SOQ TERMS AND CONDITIONS**

- This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- The State reserves the right to alter, amend, or modify any provisions of this RFQ, or to withdraw this RFQ, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- The State reserves the right to waive informalities and minor irregularities in RFQ responses received.
- For ease of responding to the RFQ, vendors are encouraged to download the RFQ from the Purchasing Division's website at <https://NevadaEPro.com>.
- The State reserves the right to reject any or all Statement of Qualifications received prior to contract award (NRS 333.350).
- The State reserves the right to limit the scope of work prior to award, if deemed in the best interest of the State per NRS 333.350.

- The State shall make an award in the best interest of the State of Nevada after all factors have been evaluated (NRS 333.335).
- Statement of Qualifications which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this project, may be rejected.
- Statement of Qualifications from employees of the State of Nevada shall be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter 281 and NRS Chapter 284.
- Statement of Qualifications may be modified or withdrawn by written notice received prior to the Statement of Qualification opening time. Withdrawals received after the Statement of Qualification opening time will not be considered except as authorized by NRS 333.350(3).
- Vendors are to work with the using agency to determine the scope of work and agreed upon cost. The awarded vendor agrees to provide the services at the costs, rates and fees as set forth in their Statement of Qualification with using agency No other costs, rates or fees shall be payable to the awarded vendor for implementation of their Statement of Qualification.
- The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the Statement of Qualification response or any other such expenses incurred by the vendor in responding to the RFQ, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- Statement of Qualifications submitted per Statement of Qualification submission requirements become the property of the State, selection or rejection does not affect this right; Statement of Qualifications shall be returned only at the State's option and at the vendor's request and expense.
- Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and Chapter 333 of the Nevada Administrative Code.
- NRS 333.290 grants a preference to materials and supplies that can be supplied from a "charitable, reformatory or penal institution of the State" that produces such goods or services through the labor of inmates. The Administrator reserves the right to secure these goods, materials or supplies from any such eligible institution, if they can be secured of equal quality and at prices not higher than those of the lowest acceptable bid received in response to this solicitation. In addition, NRS 333.410 grants a preference to commodities or services that institutions of the State are prepared to supply through the labor of inmates. The

Administrator will apply the preferences stated in NRS 333.290 and 333.410 to the extent applicable.

## 8.2 CONTRACT TERMS AND CONDITIONS

- The contractual authority, as identified by the not to exceed amount of the contract, does not obligate the State of Nevada to expend funds or purchase goods or services up to that amount; the purchase amount will be controlled by the individual using agency's purchase orders or other authorized means of requisition for services and/or goods as submitted to and accepted by the vendor.
- The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFQ, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- The awarded vendor shall maintain, for the duration of its contract, insurance coverages as set forth in the fully executed contract. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.
- The State will not be liable for Federal, State, or Local excise taxes per NRS 372.325.
- The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties shall consist of the RFQ together with any modifications thereto, and the awarded vendor's Statement of Qualification, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, any modifications and clarifications to the awarded vendor's Statement of Qualification, the RFQ, and the awarded vendor's Statement of Qualification. Specific exceptions to this general rule may be noted in the final executed contract. The State shall not indemnify vendor from any liability or damages, including but not limited to attorney's fees and costs, arising under any contract resulting from this RFQ.
- Local governments (as defined in NRS 332.015) are intended third party beneficiaries of any contract resulting from this RFQ and any local government may join or use any contract resulting from this RFQ subject to all terms and conditions thereof pursuant to NRS 332.195. The State

is not liable for the obligations of any local government which joins or uses any contract resulting from this RFQ.

- Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and shall not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.
- Pursuant to NRS Chapter 613 in connection with the performance of work under this contract, the contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.

The contractor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.

### **8.3 PROJECT TERMS AND CONDITIONS**

- Personally Identifiable Information (PII)

If a vendor obtains Social Security numbers or other personally identifiable information as part of its work under this contract the vendors shall protect the confidentiality of that information, including using appropriate network security to safeguard information being stored on computers. Vendor shall immediately inform the State of any data breach that may have exposed Social Security numbers or other personally identifiable information.

- Award of Related Contracts

8.3.1.1 The State may undertake or award supplemental contracts for work related to this project or any portion thereof. The contractor shall be bound to cooperate fully with such other contractors and the State in all cases.

8.3.1.2 All subcontractors shall be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.

- State Owned Property

The awarded vendor shall be responsible for the proper custody and care of any State owned property furnished by the State for use in connection with the performance of the contract and shall reimburse the State for any loss or damage.

- Inspection/Acceptance of Work

8.3.1.3 It is expressly understood and agreed all work done by the contractor shall be subject to inspection and acceptance by the State.

8.3.1.4 Any progress inspections and approval by the State of any item of work shall not forfeit the right of the State to require the correction of any faulty workmanship or material at any time during the course of the work and warranty period thereafter, although previously approved by oversight.

8.3.1.5 Nothing contained herein shall relieve the contractor of the responsibility for proper installation and maintenance of the work, materials and equipment required under the terms of the contract until all work has been completed and accepted by the State.

- Travel

If travel is required, the following processes shall be followed:

8.3.1.6 All travel shall be approved in writing in advance by the Department.

8.3.1.7 Requests for reimbursement of travel expenses shall be submitted on the State Claim for Travel Expense Form with original receipts for all expenses.

8.3.1.8 The travel expense form, with original signatures, shall be submitted with the vendor's invoice.

8.3.1.9 Vendor shall be reimbursed travel expenses and per diem at the rates allowed for State employees at the time travel occurs.

8.3.1.10 The State is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by vendor for a rental vehicle.

8.3.1.11 The State will only reimburse up to the U.S. General Services Administration (GSA) rates. For more information, visit the following link: <https://www.gsa.gov/travel-resources>.

- Regarding a Boycott of Israel

Pursuant to NRS 333.338, the State of Nevada cannot enter into a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a statement of qualifications, vendor agrees that if it is awarded a contract it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).

# Attachment BB: Insurance Schedule



## ATTACHMENT H: Insurance Requirements

### INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- |   |             |
|---|-------------|
| • General Aggregate                         | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury           | \$1,000,000 |
| • Each Occurrence                           | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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a.

The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. **Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
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Annual Aggregate

\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the State of Nevada, Department of Administration, Purchasing Division, is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **Melissa Starr at 515 E. Musser Street Room 300, Carson City, NV 89701**. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Melissa Starr at 515 E. Musser Street Room 300, Carson City, NV 89701**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Risk Management Division or the Attorney General's Office, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

# Attachment CC: Contractor's Response

### Statement of Qualification for RFQ 99SWC-S359-Translation and Interpretation Related Services

Complete and return all required parts of this Statement of Qualification along with any further requested documentation listed below:

Attachment A: Application Checklist	
<input checked="" type="checkbox"/>	Attachment B: Vendor Information Sheet
<input checked="" type="checkbox"/>	Attachment C: Pricing Schedule (Complete one for each service provided.)
<input checked="" type="checkbox"/>	Attachment D: Certification Regarding Lobbying
<input checked="" type="checkbox"/>	Attachment E: State of Nevada Vendor Registration Form (Attached separately from this packet. Only required if your organization has not recently done business with the State.)
<input checked="" type="checkbox"/>	Attachment J: Minimum Qualifications for Sign Language and CART Services (Attached separately from this packet. Only required if your organization will provide these services.)
<input checked="" type="checkbox"/>	State Professional Certification/ License and any applicable license for the RFQ (Please list all below and attach documentation as proof of certification/licensure.) a. <u>Registry of Interpreters for the Deaf (RID) Certification</u> b. <u>National Association of the Deaf Certification (NAD)</u> c. <u>Board for Evaluation for Interpreters Certification (BEI)</u> d. <u>Nevada Interpreter Registry</u> e. _____ f. _____
<input checked="" type="checkbox"/>	Insurance Requirements (Attach insurance documents listed on Insurance Schedule.)
<input checked="" type="checkbox"/>	Nevada Secretary of State Business License (Attach most recent and valid copy.)
Signature: _____	Date: <u>1/24/2019</u>
<i>By signing this application, you are acknowledging that you have read the attached Contract Form and Insurance Schedule, and that both forms are non-negotiable and must be accepted as written in order to be granted a contract with the State of Nevada. By signing this application, you also agree to complete this application in its entirety and that failure to do so may disqualify you or your organization from consideration under this RFQ.</i>	

## Attachment B: Vendor Information Sheet

**Contact Person:** Joshua Pennise

**Email:** jpennise@sorenson.com

**Phone Number:** 866-787-1359

**Company Name:** Sorenson Communications, LLC

**Street Address:** 4192 South Riverboat Road

**City, State, Zip:** Salt Lake City, UT 84123

**Name and Title of Individual Authorized to Bind the Organization:** Joshua Pennise, National Director

**Locations of Service (Check all that apply.):**

Southern Nevada (Clark Co.)  Northern Nevada (Washoe Co./Carson City)

Rural Southern Nevada  Rural Northern Nevada

**Services to be Provided (Per Section 2.3 of RFQ 99SWC-S359):**

“Interpreting services for the Deaf or Hard-of-Hearing”

- On-site American Sign Language Interpreting Services
- Video Sign Language Interpreters

**Nevada State Business License (Per NRS 80.010):** NV20171427772

**Legal Entity Name (Provide Documentation for DBAs, if applicable):** Sorenson Interpretive Services, LLC

**Ownership (Sole Proprietor, Partnership Corporation, etc.):** Corporation LLC

**Has the vendor ever previously been engaged under a contract with the State of Nevada?**

Yes  No

**Has the vendor now or previously (within the last two years) been an employee of the State of Nevada?**

Yes  No

Has the vendor experienced any prior or ongoing contract failures, breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada?

Yes       No

If yes, please provide the following information:

Date of alleged contract failure or breach:

Parties involved:

Description of contract failure or breach:

Amount in controversy:

### Attachment C: Pricing Schedule

***\*\*Complete one sheet for each service provided.\*\****

**Vendor Name:** Sorenson Communications, LLC

Service: On-site ASL Interpreting Services

**Normal Business Hours**

(8:00 A.M. to 5:00 P.M., M-F)

**Not to Exceed** \$75.00 /Hour

**After Hours** (5:01 P.M. to 7:59 A.M., M-F)

**Not to Exceed** \$84.00 /Hour

**Weekend/Holiday Hours**

**Not to Exceed** \$90.00 /Hour

**Other miscellaneous labor costs, note type and rate per hour (if applicable).**

- a. 2 hour minimum applies to all assignments
- b. DeafBlind (Tactile), CDI, Legal Rates: 95/hour
- c. Trilingual (ASL/Spoken Spanish): 95/hour
- d. Mileage: Federal mileage rate
- e.
- e.

**Emergency Response Time:** Less than 24 (48) business hours' notice. \$30/interpreter flat fee.

**Non-Emergency Response Time:** More than 24 (48) business hours' notice. See above standard rates.

**Attachment D: Certification Regarding Lobbying**  
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By:



1/24/2019

\_\_\_\_\_  
Signature of Official Authorized to Sign Application

\_\_\_\_\_  
Date

For: Sorenson Communications, LLC

\_\_\_\_\_  
Vendor Name

RFQ 99SWC-S359 "On-Site Sign Language, Document Translation, and Other Related Services"

\_\_\_\_\_  
Project Title

*The information in this section does not need to be returned with the vendor's proposal.* Following is a list of Federal Laws and Authorities with which the awarded vendor will be required to comply.

**ENVIRONMENTAL:**

1. Archeological and Historic Preservation Act of 1974, PL 93-291
2. Clean Air Act, 42 U.S.C. 7506(c)
3. Endangered Species Act 16 U.S.C. 1531, ET seq.
4. Executive Order 11593, Protection and Enhancement of the Cultural Environment.
5. Executive Order 11988, Floodplain Management
6. Executive Order 11990, Protection of Wetlands
7. Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.
8. Fish and Wildlife Coordination Act, PL 85-624, as amended
9. National Historic Preservation Act of 1966, PL 89-665, as amended
10. Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended

**ECONOMIC:**

1. Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended
2. Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans

**SOCIAL LEGISLATION**

1. Age Discrimination Act, PL 94-135
2. Civil Rights Act of 1964, PL 88-352
3. Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
4. Executive Order 11246, Equal Employment Opportunity
5. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
6. Rehabilitation Act of 1973, PL 93, 112

**MISCELLANEOUS AUTHORITY:**

1. Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
2. Executive Order 12549 – Debarment and Suspension



## Attachment J: Minimum Qualifications for Sign Language and CART Services

### FOR: INDIVIDUALS SEEKING A CONTRACT WITH THE STATE OF NEVADA

Please check the box(es) below indicating your Sign Language interpreter certification type:

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> NIC            | <input type="checkbox"/> RID CI        | <input type="checkbox"/> RID Specialist |
| <input type="checkbox"/> NIC – Advanced | <input type="checkbox"/> RID CT        | Certificate: Legal                      |
| <input type="checkbox"/> NIC – Master   | <input type="checkbox"/> RID CI AND CT | <input type="checkbox"/> NAD IV         |
| <input type="checkbox"/> RID CDI        | <input type="checkbox"/> RID CSC       | <input type="checkbox"/> NAD V          |
| <input type="checkbox"/> RID Ed: K-12   | <input type="checkbox"/> RID MCSC      |   |

In accordance with NRS 656A.230 CART or Realtime captioning providers must hold current and valid certification (in good standing) from one of the following:

- The Certified Court Reporters' Board of Nevada
- NCRA Registered Professional Reporter
- NCRA Certified Communication Access Realtime Translation Provider
- NCRA Certified Broadcast Captioner
- NCRA Certified Realtime Reporter
- Any other state licensing board with a minimum of skills assessment of 200 words per minute or more.

*Additionally, all CART or Captioning providers must hold current and valid registration with the Nevada State Interpreter/CART registry. The only exception is for Broadcast Captioners who work ONLY in broadcast settings.*

Please check the box below indicating your Nevada Interpreter/CART Registry level:

- Community – Apprentice *(May only work when teamed with a Community – Skilled or higher registered interpreter. Must also have an EIPA score of 3.5 or higher)*

EIPA Score: \_\_\_\_\_


- Community – Skilled
- Community – Advanced
- Community – Master

Registry Expiration Date: \_\_\_\_\_

### FOR: REFERRAL AGENCIES SEEKING A CONTRACT WITH THE STATE OF NEVADA

I agree that I will only refer interpreters for work who are certified consistent with the above-listed certification types and hold current, valid registration with the Nevada Interpreter/CART Registry.

Sorenson Interpretive Services, LLC  
VENDOR NAME  
(Printed)

  
Joshua Pennise, National Director  
VENDOR SIGNATURE

January 24, 2019 DATE



# SCIS

Sorenson Community  
Interpreting Services

## Capabilities

- Qualified sign language interpreting services with RID or BEI certified sign language interpreters (e.g., NIC, NIC Advanced, NIC Master, CSC, CI/CT, CDI)
- On-site interpreters at your location in all 50 US states
- Scheduled or on-demand video interpreting services (VRI)
- Interpreting services between American Sign Language (ASL) and English/Spanish
- Deaf interpreters/language experts
- Video Remote (VRI) platforms supported include:
- Existing or SCIS-leased Polycom®, Cisco® or Sorenson ntouch® videophones
- Sorenson ntouch® software for existing or SCIS-leased PC, Mac or tablet
- 24/7/365 live telephone customer support
- Customizable training on working with interpreters, Deaf employees in the workplace, and ASL

## Differentiators

- Our Platform: SCIS offers customers the use of a fully secure, HIPPA-compliant, cloud-based interpreter scheduling system
- Our Fill Rate: Three year, national average fill rate 97.7% for requests received with 24 or more business hours' notice
- Our People: SCIS Interpreters are trusted employees, not freelance or sub-contractual and are interviewed, screened, background checked, and drug tested. Sorenson is the largest employer of sign language interpreters in the world
- Our Service Area: Sorenson is an international company headquartered in Salt Lake City, UT with offices staffed by local supervisors that provide expert support to customers, consumers and staff

## Past Performance

- National contract with federal agency to provide video interpreting services since 2007– Dollar Value: \$1.6m+/year
- Contract for on-site interpreting with federal agency in 29 states since 2016- Dollar Value: \$500k+/year
- National contracts with Fortune 400 company to provide interpreting services throughout the United States and Canada
- 100% contract renewal since 2015

## Capability Statement

Sorenson Community Interpreting services is provided by Sorenson Interpretive Services, LLC, a fully owned subsidiary of Sorenson Communications®.

Sorenson is the largest communications and interpreting provider for Deaf and Hard of Hearing people in the world.

## Financial Information

DUNS: 138404129

CAGE: 6PF68

eVerify: 1111164

NAICS Codes: 541980 - Translation and Interpretation Services

## Contact Information

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## Membership & Awards

