



ALBUQUERQUE PUBLIC SCHOOLS REQUEST FOR PROPOSAL

RFP # 25-040 KLL

RFP TITLE: Interpretation Services

NIGP Commodity Code: 96175

RFP Schedule

Action	Date & Time
RFP Issued	11/06/2024
READ ALL DOCUMENTS: Offerors must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Request for Proposal. Offerors should promptly notify the Buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.	
Deadline for Questions	11/20/2024 @ 5:00pm (local time)
RFP Due Date and Time	12/06/2024 @ 3:00pm (local time)
<i>Proposals must be received by the due date and time. No late proposals will be accepted. The only acceptable evidence to establish the time of receipt is the date/time stamp from electronic bidding system (Vendor Registry).</i>	
Evaluation of Proposals	TBD
Contract Negotiations	TBD

RFP Buyer Contact Information

Name	Kelly L. Lee
Phone Number	505-878-6124
E-Mail	lee_k@aps.edu
Any inquiries or requests regarding clarification of this RFP document shall be submitted to the buyer in writing. Offerors may contact ONLY the buyer regarding the terminology stated in the procurement documents. Any other communication will be considered unofficial and non-binding.	

RFP Submittal

Proposals must be submitted electronically via electronic bidding system (Vendor Registry) by required date and time as noted on RFP document. https://vrapp.vendorregistry.com/Vendor/Register/Index/albuquerque-public-schools-nm-vendor-registration Offerors understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to due date and time. Offerors also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents. <u>Offerors are strongly encouraged to review, create, and submit all electronic RFP responses several days in advance of the due date and time.</u>
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RFP Term

Albuquerque Public Schools reserves the right to enter into three year and six months (3.5) year contract with the awarded Offeror(s).
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OFFEROR'S GENERAL INSTRUCTIONS

1. **READ ALL DOCUMENTS:** Offerors must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Request for Proposal. Offerors should promptly notify the Buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.
2. **CONE OF SILENCE:** APS has adopted a “Cone of Silence” to enforce its commitment to ethical procurement standards and improve accountability and public confidence. The Code of Silence prohibits any communication regarding a competitive procurement solicitation between any person who seeks an award from the District, including potential vendors or vendor’s representative and APS Board Members, the Superintendent, senior staff members, principals, department heads, directors, managers or other District representative who have influence in the evaluation or selection process.
3. **OFFICIAL CONTACT:** Offerors may contact **ONLY** the Buyer regarding the terminology stated in the procurement documents. Other APS employees do not have the authority to respond on behalf of APS.

Offerors **MAY NOT** contact other APS departments, employees or the evaluation committee. Any contact with an APS department, employee or evaluation committee member may result in rejection of any proposal.

Any other verbal communication will be deemed unofficial and non-binding. Communication directed to parties other than the Buyer will have no legal bearing on this RFP or the resulting contract(s). Any response made by APS will be provided in writing to all Offerors by addendum; no verbal responses shall be authoritative.
4. **WRITTEN QUESTIONS:** Potential Offerors may submit written questions to the Buyer as to the intent or clarity of this RFP. All written questions must be addressed and submitted to the Buyer **NO LATER** than the date and time specified in this RFP. All times are subject to the local time zone. The Buyer will respond in a timely manner subject to the complexity of the questions. Buyer will **ONLY** respond to the written questions submitted and receive on or prior to the deadline in this RFP.
5. **SUBMISSION:** The submission of a proposal constitutes a representation by the Offeror that the Offeror has made all appropriate examinations, investigations, and analysis and has made provision as to the cost thereof in submitted proposal. By responding to this RFP, Offerors acknowledge and agree to the terms and conditions set forth in this RFP.
6. **ELECTRONIC RFP DOCUMENTS:** This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror’s possession and the version maintained by APS, the Offeror acknowledges that the version maintained by APS on the APS procurement website shall govern.
7. **INCURRING COSTS:** Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. If applicable, any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.
8. **PUBLIC RECORDS ACT:** Albuquerque Public Schools is a governmental entity subject to the State of New Mexico Inspection of Public Records Act (IPRA). Proposals submitted to APS as a result of a formal procurement solicitation are subject to release as a public information request. If an Offeror believes that its response or parts of its response may be exempted from disclosure under New Mexico law, the Offeror may mark the pages “confidential” for consideration to exemption. APS reserves the sole right to determine exemptions.

9. **PROPOSAL OFFER FIRM:** Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after due date. If a best and final offer is requested, the offer is good for ninety (90) days after receipt of best and final offer.
10. **FORMS AND ATTACHMENTS:** It is the responsibility of every Offeror to ensure they have downloaded the latest version of each RFP, including any addendum(s) which may have been issued and posted on the APS Procurement Department Website.
11. **ADDENDUM(S):** No Addendum will be issued later than **FIVE (5)** days prior to the date for receipt of proposals, except an Addendum withdrawing the RFP or one which extends the date for receipt of proposals.
- Offerors should revisit the website (<http://www.aps.edu/procurement>), then select, “See Current Bids and RFPs”) prior to the due date before submitting their proposal to Albuquerque Public Schools. All addendums must be acknowledged in the submitted proposal.
12. **CORRECTIONS:** Corrections shall be initialed in ink by the Offeror signing the proposal. Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request to withdraw their proposal. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.
13. **EXCEPTIONS:** Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted proposal and unless otherwise stated, specifications and/or scope of work attached are the minimum requirements. Minor deviations to the specifications as listed, may be considered.
- The Buyer, after review of the proposals may request clarifications on information submitted by any and all Offerors in a written format, with a specified deadline for response.
14. **DISTRICT DISCRETION:** The District hereafter referred to as APS reserves the right, pursuant NMSA 1978, §13-1-132, in its sole discretion to waive minor informalities in proposals submitted provided that such informalities have no effect on price, quality, quantity or any matter to be evaluated in making a selection and confer no material advantage on the Offeror whose nonconformity is waived. APS reserves the right to add to or delete from the Scope of Work set forth in this RFP.
15. **BRAND NAMES:** Pursuant to NMSA 1978, §13-1-168, where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition pursuant to NMSA 1978 §13-1-168. If a vendor proposes an “equal” to scope of work/specifications, APS is the sole interpreter of the scope of work/specifications and sole judge as to whether the “equal” proposed complies with the scope of work/specifications
16. **OFFEROR QUALIFICATIONS:** The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirement specified within this RFP. The Evaluation Committee may reject the proposal of any potential Offeror who is deemed not to be a responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, §13-1-83 and §13-1-85.
17. **AWARD:** APS reserves the right to award all, part or none of the Scope of Work set forth in this RFP. This procurement in no manner obligates Albuquerque Public Schools until a valid signed contract and/or valid Purchase Order is executed.
18. **PREFERENCES:** RFPs may be awarded preference in compliance with NMSA 1978, §13-1-21 for New Mexico In-State Resident Business or Native America Resident Business or Resident Veteran Business or

Native American Resident Veteran Business. Offerors shall include in their proposal a copy of the certificate issued by State of New Mexico Taxation & Revenue. If Proposal is Joint Venture, Offeror shall state in submitted offer the percentage of work that will be performed by Resident Business and/or Resident Veteran Business.

PLEASE NOTE: An Offeror cannot be awarded multiple preferences such as resident preference and a resident veteran business preference. The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

19. **TIMELY SUBMISSIONS:** All Offeror proposals must be received for review and evaluation no later than the time and date specified in this RFP.

Important Information: Albuquerque Public Schools Online Bidding System (Vendor Registry) utilizes the Internet and the World Wide Web which is comprised of systems that are completely out APS's control including but not limited to: the District, its agents, and registered suppliers' respective internet service providers. The District and its agents are not responsible for Internet outages, hardware failures, software failures, downtime, internet slowness, acts of God, power failures, and or user errors. All proposals must be submitted before the due date regardless of your organization's ability to submit proposals online. It is the suppliers' responsibility to ensure that RFP offers arrive before the due date and time.

Proposers understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to a bid closing time (Due Date/Time). Proposers also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents.

Suppliers are strongly encouraged to review, create, and submit all electronic RFP responses several days in advance of the due date and time. If you have any questions contact the Buyer listed on the RFP documents for assistance.

20. **EXTEND SUBMISSION TIME:** APS may in its sole discretion extend the time for the submission of bids upon a finding that it is in the interest of APS to do so. Such extensions shall be by addendum(s), which may be issued before or on the submission due date.
21. **RFP CANCELLATION OR REJECTION:** In accordance with NMSA 1978, §13-1-131, this RFP may be canceled or proposals may be rejected in whole or in part when it is in the best interest of Albuquerque Public Schools.
22. **RFP OPENING:** Submitted proposals shall not be publicly opened. The contents of the proposals shall not be disclosed during any negotiations that may occur. A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, §13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required APS signature on the contract(s) resulting from the procurement has been obtained.
23. **RESPONSIBLE AND RESPONSIVE OFFER:** APS may reject the proposal of any potential Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, §13-1-83 and §13-1-85.
24. **SOLE RESPONSE:** Any sole response that is received may be rejected by APS depending on available competition and timely needs of APS. APS reserves the right to award the contract to the responsible Offeror submitted responsive proposals most advantageous and in the best interest of APS.

25. **NEGOTIATIONS:** APS reserves the right to discontinue negotiations with any Offeror.
26. **MULTI-AWARD:** APS reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with NMSA 1978, §13-1-153.
27. **AFTER AWARD:** After final contract is negotiated, approved and awarded, all proposal documents pertaining to this procurement will be open to the public, except for the material, which is proprietary or confidential.

The Procurement Department might not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted “**Proprietary**” or “**Confidential**” subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as trade secret in accordance with the Uniform Trade Act, NMSA 1978, §57-3A-7. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

28. **APS SCHOOL BOARD APPROVAL:** The award of this contract is not final until approved by the APS School Board (if applicable) and/or contract is signed by both parties.

29. **DEFINITIONS:** Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“**Agency**” shall mean Albuquerque Public Schools (APS)

“**Award of Contract**” shall mean a formal written notice by APS that a firm(s) has/have been selected to enter into a contract for services.

“**Contract**” shall mean an agreement for the procurement of items of tangible personal property or services.

“**Contractor**” shall mean the successful Offeror.

“**Determination**” shall mean the written documentation of a decision of a procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“**Desirable**” the terms “**may**”, “**can**”, “**should**”, or “**prefers**” identify a desirable or discretionary item or factor.

“**Evaluation Committee**” shall mean a body constituted to evaluate proposals and make selection recommendation.

“**Finalist**” is defined as an Offeror who meets all the mandatory specifications of the RFP and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.

“**Mandatory**” the terms “**must**”, “**shall**”, “**will**”, “**is required**”, or “**are required**”, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Bidder’s bid.

“**Offer**” – the term means “proposal”, “solution”, means all documents submitted to APS responding to RFP.

“**Offeror**”, “**Bidder**”, or “**Proposer**” is any person, corporation, or partnership who chooses to submit a proposal in response to this RFP.

“**Owner**” shall be Albuquerque Public Schools.

“Purchase Order” shall mean the document, which directs a Contractor to deliver items of tangible personal property or services pursuant to an existing contract.

“Request for Proposal” or **“RFP”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” shall mean an Offeror who submits a responsive bid and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible property described in the RFP.

“Responsive Offer” or **“Responsive Proposal”** shall mean a bid, which conforms in all material respects to the requirements set forth in the RFP.

TERMS AND CONDITIONS

1. **APPLICABILITY:** These terms and conditions are applicable and form a part of the resulting contract documents, and each purchase order issued for good and/or services included in the scope of work and proposal forms issued herewith.
2. **TERM:** APS reserves the right to procure the services/goods as described in this RFP and enter into a contract as described on RFP front cover.
3. **REQUEST(S) NOT DEFINED IN SCOPE OF WORK:** Contractor shall be held responsible to **NOT** fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, Contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer.
4. **ASSIGNMENT:** It is mutually understood and agreed that the successful Offeror(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his/her right, title of interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of APS.
5. **NO MINIMUM GUARANTEE:** Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with award of this request for proposals.
6. **PURCHASE ORDER REQUIRED:** A purchase order commitment represents an obligation to pay a vendor for future delivery of goods and/or services. No payments will be made for work performed or goods delivered before a Purchase Order is issued by APS Purchasing Department. Vendors who commence work before they have received a valid purchase order do so at their own risk and payment is not guaranteed. Purchase Orders are issued by APS and submitted electronically to the vendor by email.
7. **PRICING ESCALATION (if applicable):** Price escalation may be considered once per year and only upon receipt of written request from Contractor stating reason(s) for escalation and the amount being requested. Justifying documentation **MUST** accompany price escalation request.
8. **TAXES:** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued upon request.
9. **NON-APPROPRIATION:** APS' obligation to make payment under the terms of this RFP is contingent upon its appropriation of sufficient funds to make those payments. If APS does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Contractor. APS determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
10. **PROCUREMENT CODE:** The Procurement Code, NMSA 1978, §13-1-28 through §13-1-199, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for bribes, gratuities, and kickbacks.
11. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 1978, §13-1-129, Offerors are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded Offeror. Contractual engagements accomplished under this provision shall be solely between the awarded Offeror and the contracting entity with no obligation by Albuquerque Public Schools
12. **TERMINATION:** Either party may terminate this contract as follows:
 - A. Termination by the Contractor

1. The Contractor may terminate this contract **only** if Albuquerque Public School District fails to comply with any provisions of this contract and after receiving notice of the noncompliance APS fails to cure the noncompliance within ten (10) days, or
2. By written mutual agreement between the Contractor and APS.

B. Termination by APS

1. For Cause
 - a. The occurrence of either one of the following events will justify termination for cause:
 - i. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
 - ii. Contractor's violation in any substantial way of any provisions of this contract.
 - b. If either one of the events identified above occur, APS may, after giving Contractor (and the surety, if any) ten (10) days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.
 - c. Where Contractor's services have been so terminated by APS, the termination will not affect any rights or remedies of APS against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by APS will not release the Contractor from liability.
2. For Convenience
 - a. Upon ten (10) days written notice to Contractor, APS may without cause and without prejudice to any other right or remedy of APS, elect to terminate the contract.
 - b. In such case, Contractor shall be paid (without duplication of any items):
 - i. For completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination.
 - ii. For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.
 - c. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

13. **INDEMNIFICATION:** The Offeror shall be responsible for damage to persons or property that occurs as a result of Offeror's fault or negligence, or that of any of his/her employees, agents or subcontractors. Offeror shall save and hold harmless Albuquerque Public Schools against any and all losses, cost, damage, claims, expenses or liability in connection with the performance of the contract. Any equipment or facilities damaged by the Offeror's operation shall be repaired and/or restored to their original condition at the Offeror's expense.

14. **INSURANCE:** The successful Offeror shall purchase and maintain statutory limits of Worker's Compensation, Public Liability and Automobile Liability Insurance approved by APS at the time of contract award. Albuquerque Public Schools shall be included as a loss payee and/or additional insured. Public Liability and Automobile Liability insurance shall include at least the following coverage:

General Liability Insurance – per occurrence General Aggregate - \$2,000,000 Product/completed operations aggregate \$1,000,000	\$1,000,000
Professional Liability Insurance (E&O)-per occurrence Professional Aggregate - \$2,000,000	\$2,000,000
Bodily injury, per occurrence	\$1,000,000
Medical and medically-related expenses	\$10,000
Vehicle bodily injury, each occurrence, excluding medical and medically related expenses	\$750,000
Property Damage, per occurrence	\$1,000,000
Worker’s Compensation and Employers Liability	\$1,000,000

Contractor shall furnish Owner with certificates of insurance with the contract documents and prior to the commencement of work.

NOTE: Certificate holder shall be: Board of Education
Albuquerque Public Schools

Certificate of Insurance forwarded to: Albuquerque Public Schools- Procurement Department
P.O. Box 25704
Albuquerque, New Mexico 87125

15. **AUDIT:** APS reserves the right to audit the Contractor’s records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by APS personnel or a third party under contract with APS. APS shall give the Contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from APS the Contractor agrees to fully cooperate with the auditors. If Contractor subcontracts any portion of its obligation to another party, Contractor shall guarantee APS’ access to books and records of such party.
16. **GOVERNING LAW:** This RFP and any contract with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.
17. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for APS. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of APS as a result of this procurement.
18. **DEBARMENT OR SUSPENSION:** A business (Contractor, Subcontractor or Supplier) that has either been debarred or suspended pursuant to the requirements of NMSA 1978, §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17 as amended, shall not be permitted to do business with APS and shall not be considered for award of the contract during the period for which it is debarred or suspended with APS.
19. **CONFLICT OF INTEREST:** By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and APS that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to APS.
20. **NON-DISCLOSURE:** The Offeror shall not disclose any information relating to students, and employees of APS other than such information that may be authorized by the individual student or employee. Vendor

agrees to indemnify and hold harmless APS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.

21. **DELIVERY**: The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this RFP shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
22. **FOB**: Unless stated otherwise, the price for goods is FOB: Destination (APS' designated address). Proposal prices shall include all freight and delivery charges.
23. **DELAYS IN DELIVERY**: Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by APS. If delay in delivery is foreseen, Seller must notify the APS Requesting Department of late delivery, cause of late delivery and remedy for late delivery.
24. **INSPECTION**: Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.
25. **ACCEPTANCE**: Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the seller that the goods/services are conforming and fails to make an effective rejection.
26. **BUYERS REVOCATION OF ACCEPTANCE**: Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers nonconforming goods substantially impair the value of the goods.
27. **SELLERS RIGHT TO CURE A NONCONFORMING DELIVERY OF GOODS**: The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time.
28. **INVOICES**: Vendor shall submit invoices directly to APS Accounts Payable, unless otherwise instructed. Invoices may be sent to accounts.payable@aps.edu. Each invoice shall include APS Purchase Order Number. Invoices that are missing APS purchase order numbers are not eligible for payment.
29. **PAYMENT**: Any invoice received and payment made shall be subject to APS' terms and conditions (NET 30) unless specifically waived by APS in a separate written document.
30. **USE OF DISTRICT NAME OR LOGO(s)**: Vendor may not use APS official name or logo, or any phrase associated with the District, without written permission from the Superintendent of Schools or their designee.
31. **DISPUTE RESOLUTION**: In the event the Parties do not agree to mediate the dispute or unable to resolve the dispute through mediation, then the dispute shall be resolved by binding arbitration. Such arbitration shall be governed by the New Mexico Uniform Arbitration Act, NMSA 44-7A-1, et seq. as amended.

ADDITIONAL TERMS AND CONDITIONS FOR COMPLIANCE WITH 2 C.F.R. PART 200, APPENDIX II

1. REMEDIES

The parties agree that the Owner reserves all rights and privileges under applicable laws and regulations with respect to this contract in the event of a breach of contract, including but not limited to the right to institute legal proceedings in a court of competent jurisdiction seeking monetary damages, court costs and litigation expenses, as applicable.

2. TERMINATION FOR CAUSE AND CONVENIENCE

The parties agree that the Owner reserves the right to terminate the contract immediately, with written notice to the Contractor, in the event of a breach or default of the Contractor, including but not limited to situations in which the Contractor fails, after a reasonable opportunity to cure, to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The Owner also reserves the right to terminate the contract immediately, with written notice to the Contractor, for convenience, if the Owner believes that it is in the best interest of the Owner to do so. In the event of a termination for convenience of the Owner, the Contractor will be compensated only for work performed and goods provided by the Owner as of the termination date. The amount of compensation due the Contractor in the event of a termination for the convenience of the Owner shall be a reasonable amount, using as a guide factors such as the percentage of work or services performed by the Contractor and accepted by the Owner as of the date of termination, the contract price and any unit prices specified in the contract, as applicable.

3. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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 apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which

an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any Subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and

subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

c. Withholding/or unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

The parties agree to comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Clean Air Act

- I. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- II. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- III. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- I. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

II. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

III. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by Owner. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. PROCUREMENT OF RECOVERED MATERIALS

The Contractor agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11 ACCESS TO RECORDS

The following access to records requirements apply to this contract:

a. The Contractor agrees to provide Owner, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

d. In compliance with the Disaster Recovery Act of 2018, the Owner and the Contractor

Acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

12.DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

13. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

14. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

15. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.



PROTESTS

If any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto, but **NO LATER THAN** fifteen (15) calendar days after the facts or occurrences giving rise thereto (NMSA 1978, §13-1-172). The protest must be in writing and delivered to the Executive Director - Procurement Department, Albuquerque, New Mexico

1. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (NMSA 1978, §13-1-173).
2. The Purchasing Agent or his/her Designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (NMSA 1978, §13-1-174).
3. The Purchasing Agent or his/her Designee shall promptly issue a determination relating to the protest. The determination shall:
 - A. State the reasons for the action taken; and
 - B. Inform the protestant of the right to judicial review of the determination pursuant to NMSA 1978, §13-1-183.
5. A copy of the determination issued under NMSA 1978, §13-1-175 shall immediately be mailed to the protestant and other Offerors involved in the procurement in compliance with NMSA 1978, §13-1-176.

SCOPE OF WORK

OVERVIEW

Albuquerque Public Schools is the largest school district in New Mexico and one of the nation's largest school districts, covering more than 1,230 square mile geographical area. Currently, APS has 13 high schools, 3 K-8 schools, 18 schools of choice, 27 middle schools, 83 elementary schools plus 33 APS authorized Charter schools. APS has approximately 67,000 students and 11,000 employees. An elected Board of Education composed of seven members serving staggered terms of four years each governs APS. The Superintendent is Dr. Gabriella Durán Blakey.

The Albuquerque Public Schools Board of Education has shifted how it governs, prioritizing its work to focus on student outcomes. This Student Outcomes Focused Governance framework centers on the vision and values expressed by the APS community to support what we want our students to know and be able to do.

Reference the attached link regarding APS Goals and Guardrails:

<https://www.aps.edu/about-us/board/board-work/goals-and-guardrails>

RFP SCHEDULE

The RFP Buyer will make every effort to adhere to the RFP Schedule as noted on front cover of this RFP. The schedule is subject to change by addendum. The evaluation committee **MAY** interview the Offeror(s) of the top rated proposals; however, contracts may be awarded without such interviews and based solely on written offers. Finalists will be contacted to schedule interviews if required. If an interview is requested, evaluation scores may be re-scored to reflect written response and interview response.

PURPOSE OF THIS REQUEST FOR PROPOSAL

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Interpretations Services.

******* If you have been awarded a contract under the previous proposals RFP 23-064NLM and RFQ 24-023RR, please do not respond. *******

BACKGROUND

Translation and Interpretation Services (TIS) was founded in 1997, after the Office of Civil Rights (OCR) and APS reached an agreement requiring that persons with limited English proficiency be provided equal access to programs and activities in their own language. TIS provides interpretation services for schools to facilitate communication with non-English speaking parents. More than 90% of requests are for Spanish, followed by Vietnamese, Arabic, Swahili, Dari, and Pashto. However, the TIS office will serve any language requested to the best of its ability and with the resources available.

The TIS office coordinators are responsible for the coordination of interpretation services. The office is tasked with facilitating essential and meaningful communication between parents and school personnel remotely or at school sites.

TIS serves the entire Albuquerque Public School District, which includes over 140 schools, with the exception of charter schools. Over the last few years the TIS office received over 5,000 requests for interpretation services throughout the school year. Requests over the years have increased and the TIS office projects that this trend will continue.

SCOPE OF WORK

The selected vendor(s) will provide Interpreting Services for the Albuquerque Public Schools District on an “as-needed” basis throughout the year as per this RFP and Contractors Manual. A detailed manual for contractors is included in the appendix of this RFP. The TIS office will be the primary contact and will coordinate interpretation (Area I) for other departments, schools, and/or other locations with the successful contractor.

Scope of Work- Additional Terms and Conditions

- Rate escalation may be considered after initial award with documented proof of court, medical or community interpretation certification(s), or proof of on-going professional development.
- For the life of this Procurement, APS reserves the right to award contracts, to individuals or firms who can provide individuals, who provide languages and who meet all the criteria. The contractor must meet and agree to the terms and conditions and compensation listed. Individuals or firms must submit, to Procurement, all the requirements/documents that are listed in submittal requirements.

Area I - Interpretation – Various Languages

The Translation and Interpretation Services Office is the owner requiring the work. Therefore, the Contractor cannot accept assignments directly given by school staff without the approval of the TIS office. Interpretations are usually conducted during school hours, although, there are some school or District functions and events that may require interpreters before and/or after school hours. Interpretation work will be provided on an as needed basis either remotely or onsite.

On-site work will be performed at various APS departments, schools, and other locations in Albuquerque, New Mexico. The contractor is expected to provide their own transportation to attend interpretation assignments. Local APS travel (mileage and travel time) will not be reimbursed. The TIS office will provide all the necessary information to successful contractors, including contractor manuals and reference material prior to commencement of services. If needed the TIS office will also provide interpretation equipment to vendors for specific APS assignments.

Remote work will be performed remotely for various APS departments, schools, and other entities in Albuquerque. The contractor is expected to supply and maintain their own internet service including their own video/audio equipment. These expenses will not be reimbursed. The TIS office will provide all the necessary information to successful contractors including contractor manuals and reference material prior to commencement of services.

APS will evaluate rates and qualifications for interpreters based on the following factors:

- level of education
- verifiable documented years of experience working in the field of education
- verifiable documented years of experience as an interpreter
- current valid certification(s)
- Past performance will be considered for any bidders who have previously worked with the TIS office.

Due to the limited budget for English-Spanish interpreters, listed below are the rate ranges that APS will pay for interpreters based on the above-mentioned factors. For languages other than Spanish APS will also take into account the scarcity of interpreters working in specific languages when determining hourly rates. For all languages, bidder shall indicate the level of education, years of interpreting experience, years of experience in an educational setting, and type of certification(s).

The hourly rate does not include New Mexico Gross Receipts Tax for interpreter services. Local APS travel time and/or mileage does not apply and will not be reimbursed. Bidder is expected to provide their own transportation to attend interpretation assignments. Verifiable documentation must be included in this section in order to receive the highest rate for an interpreter. APS will determine Contractor's rate.

- Rate escalation may be considered after initial award with documented proof of court, medical, or community interpretation certification(s), or proof of on-going professional development.

Table I

Item	Hourly Rate Ranges	Criteria
1.	\$23.00-\$26.99	HS Diploma, demonstrated knowledge of Spanish and English interpreting skills.
2.	\$27.00-\$32.99	Bachelors' Degree or higher, 2 -5 years of experience interpreting
3.	\$33.00-37.99	Bachelor's Degree or higher, 5-10 years of experience interpreting
4.	\$38.00-45.00	Court Certification, other nationally recognized certification, 10 or more years of experience
5	Above \$45.00	Depending on the scarcity of interpreters in particular languages

Required Documentation:

In order to be considered for award, the following documentation is required:

Area I - Interpretation - Various Languages

- 1) **Compliance with Contractor's Code of Ethics and Expectations for Contractors**
Contractor shall agree to abide by the Code of Ethics and the Expectations for Contractors.
- 2) **Service Capability**
Include a resume with submittal. Indicate length of time in business, certifications acquired, as well as any other information documenting that the Offeror has demonstrated competence, credibility and responsiveness in the past and can be reasonably expected to perform in a like manner in the future.
In addition to a resume the response should also include the following minimum requirements necessary for consideration:
 - Indicate level of education acquired
 - Availability during school hours (M-F 7:30 a.m. to 4:30 p.m.)
 - Availability during evening hours (M-F 5:00 pm to 8:00 p.m.)
 - Proof of current auto insurance

- Copy of current business license/ registration certificate from the State of New Mexico Taxation and Revenue Department.

3) References

The submittal shall include three (3) letters of recommendation or references from clients who receive or have received similar services. The references should reflect the span of the Offeror's time in the business. APS reserves the right to contact references other than, and/or in addition to, those furnished by the bidder. The minimum information that should be provided about each reference is:

- Name of individual or company for which services were provided;
- Address of individual or company;
- Name of contact person;
- Telephone number of contact person;
- E-mail address of contact person;
- Type of services provided and dates services were provided.

4) Proof of Certification or evaluation

Contractors shall provide valid proof or current court certification indicating state and issuance date. In lieu of an acceptable certification the Offeror will agree to undergo an on-site evaluation of his/her language skills on a date and time set by the APS TIS office. The evaluation will be pass/fail and will consist of an oral examination assessing language and interpreting skills. The evaluation will only be required for contractors who have not worked with APS within the past two (2) years. The successful Offeror must either receive a passing score on the evaluation or provide proof of court/medical certification to be awarded a contract and provide interpretation services to APS.

EVALUATION CRITERIA

EVALUATION CRITERIA Proposals must address each of the following criteria. Each proposal may be awarded points up to the numeric value listed. Points will be awarded in compliance with NMSA 1978, §13-1-21, for New Mexico In-State Resident Business, Native American Resident Business, New Mexico Resident Veteran Business or Native American Resident Veteran Business. If proposal is a Joint Venture, Offeror shall state in submitted proposal the percentage of work that will be performed by each business. Obtain more information:

<http://tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx> **and**

<https://www.generalservices.state.nm.us/statepurchasing/vendorpreferencelist.aspx>

Please Note: An Offeror cannot be awarded both a resident business preference and a resident veteran business preference or a Native American resident preference and a Native American resident veteran contractor preference.

The Preference(s) does not apply if APS is utilizing federal funds.

*****The Offeror should contact Buyer for clarification of evaluation criteria or terminology*****

	Possible Points	Points This RFP
Level of Education High school or equivalent will be awarded 15 points Bachelor's degree will be awarded 20 points Masters or above will be awarded the full 25 points	25	
Verifiable Documented years of experience working in the field of education (including interpreting in educational setting); 0-5 years of experience will be awarded 0-10 points 5-10 years of experience will be awarded 11-15 points 10-15 years of experience will be awarded 16-24 points 15+ years of experience will be awarded the full 25 points	25	
Verifiable documented years of experience as an interpreter in any industry 0-5 years of experience will be awarded 5-10 points 5-10 years of experience will be awarded 11-15 points 10-15 years of experience will be awarded 16-24 points 15+ years of experience will be awarded the full 25 points	25	
Current Valid certification (s) Medical or court certification will be awarded full 25 points. Community or company certification will be awarded 15-24 points.	25	
Total Possible Points	100	
New Mexico Resident Business or Native American Resident Business Preference: Eight percent of the total possible points to a resident business. Offeror shall include a copy of their In-State Certificate issued by State of New Mexico Taxation & Revenue Department.	N/A	
Veteran New Mexico Resident Business or Native American Resident Veteran Business Preference: Ten percent of the total possible points to a resident veteran business or native American resident veteran business preference Ten percent of the total possible points to a resident veteran business. 10 points for Resident Veteran Business/Contractor with annual revenues of \$3 million or less as verified by State of NM Tax & Revenue.	N/A	
Total Possible Awarded Points	100	

SUBMITTAL REQUIREMENTS

ATTENTION:

Proposals must be submitted electronically via Vendor Registry by required date and time as noted on Bid/RFP documents.



<https://vrapp.vendorregistry.com/Vendor/Register/Index/albuquerque-public-schools-nm-vendor-registration>

Important Information: Albuquerque Public Schools Online Bidding System (Vendor Registry) utilizes the Internet and the World Wide Web which is comprised of systems that are completely out of APS's control including but not limited to: the District, its agents, and registered suppliers' respective internet service providers. The District and its agents are not responsible for Internet outages, hardware failures, software failures, downtime, internet slowness, acts of God, power failures, and/or user errors. All bids/proposals must be submitted before the due date regardless of your organization's ability to submit proposals online. It is the suppliers' responsibility to ensure that Bid/RFP offers arrive before the due date and time.

Proposers understand and agree that technical support may not be readily available the day of and/or the hours/minutes prior to a bid closing time (Due Date/Time). Proposers also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents. **Suppliers are strongly encouraged to review, create, and submit all electronic responses several days in advance of the due date and time.** Please Note: **There is no fee to submit a RFP response, contact Vendor Registry Customer Service for assistance if you see a fee is required.**

PROPOSAL – DETAILED REQUIREMENTS

The Offeror is particularly encouraged to address all evaluation criteria that will be evaluated as described herein. If a factor of evaluation is not adequately responded to by the Offeror, the Offeror may be determined to be non-responsive.

Proposal Format -

Proposals shall not exceed 60 pages total for all of the sections listed below. Each sheet face that is printed with text or graphics counts as one page. Front Cover, Section Dividers, Letter of Transmittal and Required Forms do not count towards page count. **Please upload one file that contains all documentation in Vendor Registry.**

Letter of Transmittal

Company Profile

Experience

Assigned Personnel to APS

Approach/Methodology

Price Proposal

Required Forms

FORMS & ATTACHMENTS

LETTER OF TRANSMITTAL FORM
SUBMIT WITH YOUR PROPOSAL

Items one (1) to four (4) each **MUST** have a response, failure to respond to all four items **WILL** result in the disqualification of your proposal.

1. Identity (Name) and Mailing Address of the submitting organization:

2. For the Person authorized by the organization to contractually obligate the organization:

Name	
Title	
E-Mail Address	
Telephone	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone	

- On behalf of the submitting organization named in item one (1) above, I accept APS Terms and Conditions.
- I agree that submission of our proposal constitutes acceptance of the Evaluation Factors contained in this RFP.
- I acknowledge receipt of any and all amendments of this RFP.



Authorized Signature and Date (**Must be signed** by the person identified in Item #2, above.)

COMPLIANCE

(REQUIRED LEGAL FORMS)

All of the following forms must be signed and submitted with your proposal or your proposal may be rejected.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The Prospective Contractor must disclose whether they, a family member or a representative of the Prospective Contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the Contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the Prospective Contractor, a family member or a representative of the Prospective Contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a Prospective Contractor, a family member of the prospective Contractor, or a representative of the Prospective Contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a Prospective Contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the Prospective Contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to federal, statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective Contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a Prospective Contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the Prospective Contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

Signature

Date

Title (position)

– OR –

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (position)

Offeror Business Name

**SIGN
WHERE
APPLICABLE**

CONFLICT OF INTEREST, NON-COLLUSION AND DEBARMENT/SUSPENSION CERTIFICATION FORM

CONFLICT OF INTEREST

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to Albuquerque Public Schools in response to the above referenced bids/request for proposals.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:

No employee or board member of Albuquerque Public Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Albuquerque Public Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: _____ List below the name(s) of any Albuquerque Public Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor.

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity. Does vendor agree? **YES Initials of Authorized Representative of vendor**

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to Albuquerque Public School's Purchasing Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST, NON-COLLUSION and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named **and that the information contained in this document is true and accurate to the best of their knowledge.**

Signature: _____

Date: _____

Name of Person Signing (typed or printed): _____

Title: _____

Email: _____

Name of Company (typed or printed): _____

Address: _____ City/ State: _____

BYRD ANTI-LOBBYING AMENDMENT

Contractor must sign and submit to the Owner the following certification:

APPENDIX A, 44 C.F.R. PART 118 **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 an 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 Federal 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 Form to Report Lobbying," 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, title 31, 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.

The Contractor, certifies or affirms the truthfulness and accuracy of each Statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ALBUQUERQUE PUBLIC SCHOOLS
TERMS AND CONDITIONS
STATEMENT OF CONFIDENTIALITY

The undersigned employee of/subcontractor to _____, hereinafter referred to as "Offeror" and/or "Contractor", agrees, during the RFP process, and during the term of the Contract between Contractor and the Albuquerque Public Schools (APS) and forever thereafter, to keep confidential all information and material provided by APS or otherwise acquired by the Employee/Subcontractor, excepting only such information as is already known to the public, and including any such information and material relating to Attachments of this RFP, and relating to any client, vendor, or other party transacting business with APS, and not to release, use or disclose the same except with the prior written permission of APS. This obligation shall survive the termination or cancellation of the Contract between Contractor and APS or of the undersigned's employment or affiliation with Contractor, even if occasioned by Contractor's breach or wrongful termination.

The undersigned recognizes that the disclosure of information may give rise to irreparable injury to APS, a client or customer of APS, or to the owner of such information, inadequately compensable in damages and that, accordingly, APS or such other party may seek and obtain injunctive relief against the breach or threatened breach of the within undertakings, in addition to any other legal remedies which may be available. The undersigned acknowledges that he or she may be personally subject to civil and/or criminal proceedings for such breach or threatened breach.



Signature

Title

Offeror Business Name

Date

PROPOSAL SUBMITTAL REQUIREMENTS AND CHECKLIST

Please submit your completed proposal, including the following items. Note that the requested information is mandatory and **failure to submit these items with your response may deem it non-responsive and may be disqualified.**

- ☐ Letter of Transmittal, **SIGNED**
- ☐ Evaluation Criteria Documentation
- ☐ Price Proposal
- ☐ Completed Conflict of Interest and Debarment/Suspension Form, **SIGNED**
- ☐ Campaign Contributions Disclosure Form, **SIGNED**
- ☐ **Byrd Anti Lobbying Certification SIGNED- For Federal Purchases**
- ☐ Statement of Confidentiality, **SIGNED**
- ☐ Resident Contractor Or Native American Resident Contractor (or Veteran Resident Contractor or Native American Veteran Resident Contractor) Preference Certificate issued to the Offeror by State of New Mexico Taxation and Revenue – if applicable

Obtain more information:

<http://tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx> **and**
<https://www.generalservices.state.nm.us/statepurchasing/vendorpreferencelist.aspx>

- ☐ Addendums (if applicable) – **before** submitting your proposal, please check for addendums here:
<http://www.aps.edu/procurement/current-bids-and-rfps>

** If items are not completed as required, your proposal may be deemed non-responsive.*

FORM A:
PROFESSIONAL INFORMATION

Offeror's Name: _____

Contact Information:

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

E-Mail: _____

Bidders shall provide the following information with the bid submission and check all area(s) that apply:

1) Level of Education

Check	Education	Area of Study/Institution
	High School Graduate	
	Bachelor's Degree	
	Master's Degree	
	Other	

2) Documented Years of Experience

Check	Experience	Number of Years of Verifiable Experience
	Interpretation/Translation (in any industry)	
	Interpretation/Translation (in education)	
	Educational setting (educator, education assistant etc)	
	Other	

3) Certifications

Issue Date	Certification	Issuing Organization

4) Availability (Interpreters ONLY) – Please list your availability M-F, 7:30 am – 8:00 pm.

	Mon.	Tues.	Wed.	Thurs.	Fri.
School Hours (7:30 am – 4:30 pm)					
Evening Hours (5:00 pm – 8:00 pm)					

By submitting an offer for this RFP, I agree to and shall fully comply with all requirements of RFP.

Signature: _____ **Date:** _____

FORM B:
COST DETAIL

Offeror's Name: _____

Indicate (by a check mark) the area(s) for which you will be providing a submittal:

_____Area I Interpretation – Various Languages

Please list the language(s) in which you interpret/translate:

Indicate any special circumstances your company has regarding cost of providing services, such as limitations to distance traveled (Use a separate sheet if necessary)

AREA I – INTERPRETATION – Various Languages

By submitting this offer, I agree to the set hourly rate ranges as defined in this RFP.

Note: Rate escalation may be considered after initial award with documented proof of court, medical, or community interpretation certification(s), or proof of on-going professional development.

Item	Hourly Rate Ranges	Criteria
1.	\$23.00-\$26.99	HS Diploma, demonstrated knowledge of Spanish and English interpreting skills.
2.	\$27.00-\$32.99	Bachelors' Degree or higher, 2 -5 years of experience interpreting
3.	\$33.00-37.99	Bachelor's Degree or higher, 5-10 years of experience interpreting
4.	\$38.00-45.00	Court Certification, other nationally recognized certification, 10 or more years of experience
5	Above \$45.00	Depending on the scarcity of interpreters in particular languages

By signature below, Offeror agrees to and shall fully comply with all rates shown in this section of RFP.

Signature: _____

Date: _____

FORM C:
CONTRACTOR'S CODE OF ETHICS

The code of ethics is a set of guidelines and/or rules summarized in 10 cannons and issued by an organization so that professionals in that field may follow and abide. The educational industry, at this time does not have established cannons; therefore, the TIS office follows the cannons set forth by the legal and medical industries. These guidelines define boundaries, which protect a professional from being pressed into duties that are outside their skills and professional role, and they establish the parameters through which APS and parents can expect the interpreter/translator to work.

For Interpreters

- **Confidentiality** - Information obtained about students, families, or school personnel is not to be discussed outside the confines of the context in which the information was obtained. For example, the fact that the school psychologist reported to a parent through an interpreter that a student has a specific learning disability should not be discussed by the interpreter in the community or with anyone outside the scope and confines of the meeting in which the communication transpired.
- **Accuracy** - Interpreters should faithfully render the message in such a way that all information is communicated accurately, according to meaning. In other words, there is to be no adding, omitting, or changing any portion of the communication by the interpreter during transmission. Neither should the interpreter provide unsolicited explanation or information. If specific terms or concepts cannot be communicated meaningfully, the parties involved should be informed so that adjustments can be made and the communication reformulated.
- **Completeness** - Interpreters should faithfully render the message in its entirety, including expression, gestures, tone, and inflections used by the speaker. Interpreters may ask for reasonable repetitions to the speaker so all the message is rendered in its entirety.
- **Professionalism** - Interpreters should conduct themselves in a professional manner: prepared, well dressed, punctual, courteous, and respectful.
- **Continuing Education** - Ongoing skill development is an important part of this profession. Language service providers should pursue the opportunity to attend training programs, conferences, participate in discussions and exchanges of information, and consult with other interpreters, translators, and professionals to further develop and enhance their skills. These opportunities should serve to extend interpreters' and translators' knowledge of idiomatic expressions, dialects, accents, regionalisms, and technical terms in both languages.
- **Representation** - The interpreter should not misrepresent his/her skills, qualifications, or certifications. Neither should he/she misrepresent the organization under which he/she is working.
- **Conflict of Interest** - Interpreters should immediately disclose any conflict of interest as soon as it becomes evident. Furthermore, interpreters should respond within ethical boundaries to all situations and withdraw from any situation that would compromise them ethically.
- **Neutrality and Impartiality** - Interpreters should remain neutral and impartial, refraining from expression of any bias, personal opinion, recommendations, or comments. Interpreters must make every effort not to take sides.

- **Acceptance of Assignments** - Interpreters and translators should not accept tasks from school personnel which surpass their capabilities or training. It is important to be candid with school and district personnel when you feel unable to adequately complete an assignment. For example, a Vietnamese interpreter may speak both Vietnamese and English fluently but may not have the reading and written language skills to translate specialized educational documents into Vietnamese. Or, since Chinese is not a single language, a Chinese interpreter may perform well in Mandarin but be unable to interpret Cantonese. An interpreter may feel comfortable working in small group settings but not before large groups. Likewise, interpreters should not be expected to assist with administration of tests without previous training or experience; otherwise, results will be jeopardized.
- **Cultural Competency Awareness** - Interpreters should practice cross cultural competency by taking into account cultural awareness when interpreting. Cultural competency requires self-awareness, cultural humility, and the commitment to understanding and embracing culture as central to effective practice.

For Translators - American Translators Association (ATA) Code of Ethics

- To convey meaning between people and cultures faithfully, accurately, and impartially.
- To hold in confidence any privileged and/or confidential information entrusted to us in the course of our work.
- To represent our qualifications, capabilities and responsibilities honestly and to work always within them.
- To enhance those capabilities at every opportunity by continuing education in language, subject field, and professional practice.
- To act collegially by sharing knowledge and experience.
- To define in advance by mutual agreement, and to abide by, the terms of all business transactions among ourselves and with others.
- To endeavor in good faith to resolve among ourselves any dispute that arises from our professional interactions.

By submitting an offer for this RFQ, I agree to and shall fully comply with all requirements of RFQ.

Signature: _____ **Date:** _____



Translation/Interpretation Services Contractors' Manual

INTRODUCTION

This manual is intended to provide a general orientation to the district and the work involved for Albuquerque Public Schools (APS) translators and interpreters. We hope that you find this manual to be a helpful resource. Although, it contains some information that you may already know, we suggest that you read it carefully since there is new and important information. Also, it is a good idea to review some procedures and concepts from time to time.

The APS Translation and Interpretation Services office has been operating for approximately 17 years and in that time it has gained recognition for being efficient and providing high quality services. We, the coordinators, know that the translators and interpreters who provide the services are the main reason for the office's good reputation. We, therefore, would like to take this opportunity to thank you for your work and professionalism. We feel grateful to be working with such a team of individuals.

Sindy Flor, Coordinator
Translation/Interpretation Services
505-881-9429 x 80071
505-872-8862 (Fax)
sindy.flor@aps.edu

Kenneth Gaona, Coordinator
Translation/Interpretation Services
505-881-9429 x 80072
505-872-8862 (Fax)
kenneth.gaona@aps.edu

Cristina Carrillo
Secretary
Translation/Interpretation Services
505-881-9429 x 80070
505-872-8862 (Fax)
cristina.carrillo@aps.edu

APS TRANSLATION AND INTERPRETATION SERVICES OVERVIEW

The office of Translation and Interpretation Services was first established in the fall of 1997. Since that time, the office has experienced substantial growth in the number of languages served as well as in the number of translators and interpreters on contract. It is difficult to predict whether or not this growth will continue. However, since 1997, the number of requests for service has grown, and there is the possibility that it will continue to expand as more school personnel become more aware of our services and understand the importance of using certified and or highly qualified District interpreters and translators.

Our office is part of the Department of Language and Cultural Equity, which also oversees the bilingual and English as a second language (ESL) programs. Translation and Interpretation Services is under the direction of two coordinators (Manola Colter and Sindy Flor), with the assistance of a one secretary (Cristina Carrillo). Our operations cover and serve over 150 schools from the preschool level through high school, in addition to APS district departments. The following procedures and policies allow our office to efficiently serve our District.

SCOPE OF WORK

Albuquerque Public Schools (APS), in compliance with Title VI of the Civil Rights Act regarding Limited English Proficient (LEP) persons, is responsible for facilitating the communication between schools/departments and parents to assist with any communication related to the education of their children. We serve 142 schools scattered across nearly 1,200 square miles within the city of Albuquerque. The languages requested include Spanish, Vietnamese, Chinese, Korean, Japanese, Navajo, Farsi, Arabic, and Russian among others. For the 2013-2014 school year, the total number of languages requested was 15 and the total number of requests was approximately 5,000 interpretation requests and 2,500 translation requests.

As part of our scope of services and to better communicate with non-English speaking parents, APS Translation and Interpretation Services has contracted with a number of certified and/or highly qualified translators and interpreters. These contractors translate district and school documents or interpret at special education meetings, parent conferences, student hearings, and other such meetings and events as requested by school personnel or administrators. Translations need to be done within ample but firm timelines as determined by the District. Interpretations are usually conducted during school hours, although there are some school or district functions and events that require interpreters before/after school hours.

CONTRACTING WITH APS

The following are important aspects of contracting with APS:

- The contractor must have a valid signed contract in place, a vendor number, and a Purchase Order (PO) number before providing services for the Translation/Interpretation Office.
- Contracts will be administered at the direction of the Translation/Interpretation Services Coordinators.

- The Contractor shall not be paid for any services that are clearly beyond the defined scope of his/her contract (e.g., transporting parents or students; providing services at non-APS locations such as clinics, hospitals, or other agencies).
- The Contractor providing interpretation services shall not be paid for mileage nor travel time.
- The site administrator or designee may withhold payment of invoices if he/she cannot satisfactorily verify the completion of work.
- No work may be subcontracted.
- Assignments are only given by the Translation/Interpretations Office. The contractor cannot accept assignments directly from school personnel or from any other APS department.

ASSIGNMENT OF SERVICES

- The Translation/Interpretation Office will maintain a balanced and fair distribution of assignments among contractors. Specific requests from interpreters and the interpreter's geographic location will be taken into consideration when making assignments. Keep in mind that our office serves the entire district and an interpreter may be asked to provide services at any school location throughout the city and those locations may not correspond to the interpreter's geographic location. In these instances our office expects contractors to be available for all assignment locations when the need arises.
- For translation services, factors such turnaround, quality, expertise, and price will be taken into account when assigning translations.
- The Translation/Interpretation Office cannot guarantee a number of assignments given to contractors, as these will vary depending on the needs and requests coming from APS schools/departments.

INVOICING AND PAYMENT

Contractor shall maintain a log sheet of APS assignments and submit the log sheet along with the invoice on a monthly basis to the Translation and Interpretation Office. An Interpretation Log Sheet is used for Interpretation services and a Translation Log Sheet is used for Translation services.

- APS contractors providing interpretation services shall maintain an interpretation log of APS assignments completed each month, itemizing the length of time spent at each interpretation assignment or location. (See Attachment A, "Interpretation Services Log")
- APS contractors providing translation services shall maintain a translation log of APS assignments completed each month, itemizing the number of words for each translation assignment and school (See Attachment B, "Translation Services Log")
- Contractors shall prepare their own personal or business invoices, reflecting a general description of the services provided, date, vendor number, purchase order number (PO), contract number, invoice number, name, remit address and Translation/Interpretation Office address, sub-total amount, tax amount (if applicable), and grand total due (See Attachment C, example of invoice). Our office can provide a template if requested.
- Contractors shall submit one invoice, along with the logs, by the 10th day of each month. The invoice and the logs shall reflect services provided the previous month.

- Contractors shall not submit invoices for each individual assignment. Invoices shall reflect the service description and amounts for an entire month. The office requests contractors submit their invoices once a month without accumulating multiple months.
- The original invoice can be emailed, mailed, faxed, or delivered to the Translation/Interpretation Office. (If mailing or hand delivering then a signature is required). **Emailed invoices are preferred and do not require a signature.** If invoices are emailed, the contractor will receive an email acknowledging receipt.
- On-site interpretation is for one-hour minimum, paid according to contractor's set hourly rate. **After the first hour, services will be prorated in increments of 15 minutes to nearest ¼ hour.**
- If an assignment exceeds more than 30 minutes past the original estimated ending time in our database system the contractor will email or call the Translation and Interpretation office the day of the assignment to notify the office of the actual ending time. Discrepancies between the database system and invoices may delay payment of invoices.
- Telephone interpretations for individual contractors are paid per minute based on an agreed upon hourly rate. Please keep track of minutes you spend on the phone. When using the log sheet provided by our office simply input a start time and ending time of the call so that it matches the number of minutes that was spent on the phone. For example if you spent 10 minutes on a call enter a start time of 8:00 a.m. and end time of 8:10 a.m. The provided spreadsheet will convert the minutes into hours so that the "Hours" column reflects the correct amount of time to be billed.
- APS strives to meet or exceed prompt payment terms. Typically our payment schedule is within 30-45 days from the date our office receives the invoice. Discrepancies or questions regarding invoices may delay payment.
- The contractor is responsible for payment of all New Mexico Gross Receipts taxes and any other taxes as a result of this work. The taxes shall be entered as a separate amount on each billing or request for payment. For contractors who reside outside of the State of New Mexico, gross receipt tax does not apply.

NO SHOWS AND CANCELATIONS

Advanced Cancelations

- In the event that a contractor receives a notice of cancelation of services the day prior to an assignment, then that assignment is "Canceled" and the contractor does not invoice for that assignment. Please note that "the day prior" does not mean 24 hours prior to an assignment. It is the responsibility of the Translation and Interpretation Department to notify the contractor if a school or department cancels an assignment with the Translation and Interpretation Department.

Same Day Cancelations

- In the event that a school or department cancels an assignment the same day of the assignment, then said cancelation is a "Same Day Cancelation" and the contractor may invoice a minimum of an hour according to the agreed upon rate.

No Shows

- In the event that a participant of an assignment (parent, teacher, administrator etc.) at an assignment location does not show, the contractor may invoice a minimum of an hour according to the agreed upon rate if the contractor shows up for the appointment, meeting, or event as scheduled.
- In the event the parent is not present, it is acceptable for APS staff to have the contractor contact the parent over the telephone to conduct the assignment over the phone or reschedule before the interpreter leaves the school or site. It is the contractor's responsibility to notify the Translation and Interpretation Department of the "no show", on the day of the assignment, and note it on the contractor's assignment log.

Inclement Weather

- Scheduled interpretation assignments shall be considered cancelled if APS schools are closed due to inclement weather. Contractor shall not bill APS for inclement weather appointments when the media announces or it is published on the APS website (www.aps.edu) that school will be cancelled for the following day. If school is cancelled the day of inclement weather it shall be considered as a "Same Day Cancellation" and the contractor may invoice a minimum of an hour according to the agreed upon rate.

APS OWNED INTERPRETATION HEADSET/EQUIPMENT

When the interpreter demonstrates the skills necessary to provide simultaneous interpretation our office provides the use of equipment for assignments requiring the simultaneous mode.

Interpretation Headset Equipment is the property of APS and can only be used for APS assignments. Contractors are authorized to use this equipment only for this purpose, in school sites or assignment addresses. Contractors are not allowed to use equipment for personal or Contractor's clients for personal business or gain. Violation of this directive will result in the immediate cancellation of Contractor's Price Agreement and legal actions may be taken.

- If a Contractor accepts an assignment with use of the equipment, the contractor needs to pick up the equipment at the Translation and Interpretation office. The contractor will be compensated one (1) hour for travel time (for picking up the equipment) as well as the time spent at the assignment. The additional hour charged must appear in the contractor's assignment log as a separate entry, underneath the original assignment.
- The Contractor may keep equipment for multiple assignments, with prior authorization from the office, that require equipment; thus not incurring additional trips to the Translation and Interpretation office. If the contractor keeps the equipment he/she may bill an additional hour if the assignment is after school hours (after 5PM). The additional hour charged should appear in the contractor's assignment log as a separate entry underneath the original assignment.
- It is the responsibility of the Contractor to make sure that the same number of devices that were given to the Contractor for the assignment is returned to the Translation and Interpretation Department. The Contractor will be responsible

for any lost, damaged or stolen equipment.

- If there are any problems with the equipment (i.e. receiver equipment missing) on-site, the Contractor needs to notify the person in charge of the meeting immediately and the Translation and Interpretation Department and make all efforts to get the equipment back to the Translation and Interpretation Department within 48 hours.
- The Contractor must return the APS-owned Interpretation Headset/Equipment to the Translation and Interpretation Department within forty-eight (48) hours of the assignment unless prior authorization has been given by the Translation and Interpretation Coordinators to keep the equipment longer.

DAY AND EVENING INTERPRETATION ASSIGNMENTS

Day Assignments

- Interpretation assignments between the hours of 7:00 a.m. to 5:00 p.m. are considered Day Assignments and are invoiced according to the agreed upon hourly rate (with a minimum of an hour).

Day Assignments with equipment

- If a Contractor accepts an assignment with use of the equipment between the hours of 7:00 a.m. and 5:00 p.m., the contractor needs to pick up the equipment at the Translation and Interpretation office. The contractor will be compensated one (1) hour for travel time (for picking up the equipment) as well as the time spent at the assignment. The additional hour charged must appear in the contractor's assignment log as a separate entry underneath the original assignment.

Evening Assignments

- Interpretation assignments beginning after 5:00 are considered Evening Assignments and are invoiced according to the agreed upon hourly rate (with a minimum of an hour). An additional hour may be invoiced because the assignment is considered after hours. The additional hour charged must appear in the contractor's assignment log as a separate entry underneath the original assignment.

Evening Assignments with equipment

- Interpretation assignments beginning after 5:00 are considered Evening Assignments and are invoiced according to the agreed upon hourly rate (with a minimum of an hour). For these after hour assignments the contractor may invoice an additional hour if he/she had to pick up equipment from the Translation and Interpretation office or because the assignment is considered an after-hours assignment. Only one additional hour may be invoiced. The contractor cannot bill an additional hour for picking up the equipment and because the assignment is after hours. The additional hour charged must appear in the contractor's assignment log as a separate entry underneath the original assignment.

INSURANCE

- Contractors providing interpretation services shall, at their own expense, carry and maintain minimum auto liability insurance as required by the state of New Mexico. A copy of the proof of insurance will be kept in the contractor's file.

CONTRACTOR'S CODE OF ETHICS

The code of ethics is principally what differentiates professional from nonprofessional interpreters/translators. Ethics define boundaries, which protect a professional from being pressed into duties that are outside the scope of the contract, and they establish the parameters through which APS and parents can expect the interpreter/translator to work. A code of ethics also provides a standard by which a professional group operates.

For Interpreters

- **Confidentiality** - Information obtained about students, families, or school personnel is not to be discussed outside the confines of the context in which the information was obtained. For example, the fact that the school psychologist reported to a parent through an interpreter that a student has a specific learning disability should not be discussed by the interpreter in the community or with anyone outside the scope and confines of the meeting in which the communication transpired.
- **Accuracy** - Interpreters should faithfully render the message in such a way that all information is communicated accurately, according to meaning. In other words, there is to be no adding, omitting, or changing any portion of the communication by the interpreter during transmission. Neither should the interpreter provide unsolicited explanation or information. If specific terms or concepts cannot be communicated meaningfully, the parties involved should be informed so that adjustments can be made and the communication reformulated.
- **Completeness** - Interpreters should faithfully render the message in its entirety, including expression, gestures, tone, and inflections used by the speaker. Interpreters may ask for reasonable repetitions to the speaker so all the message is rendered in its entirety.
- **Professionalism** - Interpreters should conduct themselves in a professional manner: prepared, well dressed, punctual, courteous, and respectful.
- **Continuing Education** - Ongoing skill development is an important part of this profession. Second language service providers should have the opportunity to attend training programs, conferences, participate in discussions and exchanges of information, and consult with other interpreters, translators, and professionals to further develop and enhance their skills. These opportunities should serve to extend interpreters' and translators' knowledge of idiomatic expressions, dialects, accents, regionalisms, and technical terms in both languages.
- **Representation** - The interpreter should not misrepresent his/her skills, qualifications, or certifications. Neither should he/she misrepresent the organization under which he/she is working.

- **Conflict of Interest** - Interpreters should immediately disclose any conflict of interest as soon as it becomes evident. Furthermore, interpreters should respond within ethical boundaries to all situations and withdraw from any situation that would compromise them ethically.
- **Neutrality and Impartiality** - Interpreters should remain neutral and impartial, refraining from expression of any bias, personal opinion, recommendations, or comments. Interpreters must make every effort not to take sides.
- **Acceptance of Assignments** - Interpreters and translators should not accept tasks from school personnel which surpass their capabilities or training. It is important to be candid with school and district personnel when you feel unable to adequately complete an assignment. For example, a Vietnamese interpreter may speak both Vietnamese and English fluently but may not have the reading and written language skills to translate Exceptional Student Education English language documents into Vietnamese. Or, since Chinese is not a single language, a Chinese interpreter may perform well in Mandarin but be unable to interpret Cantonese. An interpreter may feel comfortable working in small group settings but not before large groups. Likewise, interpreters should not be expected to assist with administration of tests without previous training or experience; otherwise, results will be jeopardized.
- **Cultural Competency Awareness** - Interpreters should practice cross cultural competency by taking into account cultural awareness when interpreting.

For translators - American Translators Association (ATA) Code of Ethics

- To convey meaning between people and cultures faithfully, accurately, and impartially.
- To hold in confidence any privileged and/or confidential information entrusted to us in the course of our work.
- To represent our qualifications, capabilities and responsibilities honestly and to work always within them.
- To enhance those capabilities at every opportunity by continuing education in language, subject field, and professional practice.
- To act collegially by sharing knowledge and experience.
- To define in advance by mutual agreement, and to abide by, the terms of all business transactions among ourselves and with others.
- To endeavor in good faith to resolve among ourselves any dispute that arises from our professional interactions.

HELPFUL HINTS FOR INTERPRETERS

- Make sure the Translation Office has your email address, current telephone, cell, and pager numbers.
 - Introduce yourself to the person in charge of the meeting and the parent, letting her or him know that you are a District interpreter sent by our office.
 - For Non-Spanish Interpreters Only - Assist school personnel in setting up meetings by calling parents, and then confirming the appointment with school personnel. Call parents the day prior to the meeting to confirm their presence.
 - For liability and insurance reasons, do not transport parents and/or students.
 - When going to a school for an interpretation assignment, always give yourself extra time to first sign in at the main office.
 - Bring your dual language dictionary, a pen, and a notepad to take notes.
 - Check your equipment if you do simultaneous interpretation.
 - Check in advance and before going to the assignment, directions on how to get to the assigned location.
 - If you encounter any problem while getting to your assignment (e.g. Late because of traffic, inability due to illness, trouble finding the location or getting lost, any emergency, etc.) contact the Translation/Interpretation Office directly. Do not call the school or any staff members. Our office will assist and will make final determination.
 - Ask the school personnel questions if you are unsure about an assignment.
 - Review key concepts, phrases, and terms with the school personnel.
 - Review with the school personnel any tests or special forms to be used.
 - Sit next to the parents for whom you are interpreting (unless you have interpretation equipment that allows you to sit away from the group).
 - Once all participants are present, feel free to set the following norms since some people may not have any prior experience with an interpreter:
 - A person should limit his/her speech to no more than two or three sentences at a time so you may interpret.
 - Only one person should speak at a time (no interruptions or overlapping conversations).
- (In the course of the meeting, you may have to remind the participants of these rules.)
- Inform the school personnel you are assisting if any words or concepts are not translatable.

- Conveying cultural information – Where cultural factors may be present, and in order to facilitate the communication between parties, interpreters may provide cultural information to the school personnel or parents, withholding assumptions or stereotypes, and allow the participants to determine the use of information.
- Write down important information that you will need to share with the school personnel after the session.
- Be patient with the parent, student, and the school personnel.
- If you are asked and are able to return for an unfinished meeting/IEP, please remind the school to call the Translation and Interpretation office to formalize the request. If the school personnel request further services (unrelated to the original assignment) from you, please remind them to call the Translation and Interpretation office first, and we will try to honor their request as long as we can maintain a balanced distribution of assignments among our interpreters.
- Due to tight scheduling, sometimes, you may need to leave an assignment that has gone longer than expected in order to arrive at your next assignment on time. In these situations notify the school personal of your schedule and at what time you need to leave at the beginning of the meeting. When the time arrives politely leave.
- If an assignment goes beyond the estimated end time and you have the time, stay and finish the meeting. If the meeting went more than 30 minutes past the estimated end time notify the Translation/Interpretation office via phone or email after the meeting is concluded so our office updates our database system.
- If you are unavailable for a long period of time or your availability changes, please advise our office in advance.

HELPFUL HINTS FOR TRANSLATORS

- Abide to the Code of Ethics for Translators suggested by ATA
- Use the Glossary provided by the Translation/Interpretation Office as a tool and guide for the translations.
- Make sure the Translation/Interpretation Office has your current email address, telephone, cell, and pager numbers.
- Follow the Translation/Interpretation Office's procedures when receiving translation requests (acknowledging receipt of the assigned translation, giving estimated return date for the translation unless a specific deadline is given to you by our office, providing the number of words/pages you are planning to charge when submitting your translation, etc.)
- If you have any question regarding the assigned translation, contact the Translation/ Interpretation Office. Do not contact any of our schools or school staff members.
- Notify the coordinators of the Translation/Interpretation Office as soon as possible if you cannot accept a specific assignment.
- Notify the Translation/Interpretation Office if you encounter an issue with the original request, if it is not clear, if you detect errors or something that does not make sense in the original document.

- Notify in advance to the Translation/Interpretation Office if you are unable to provide services for a short or long period of time.

EXPECTATIONS FOR CONTRACTORS

- Contractors should abide to the Code of Ethics for Interpreters/Translators
- Contractors should conduct themselves in a professional manner: prepared, well dressed, courteous, respectful, and punctual (punctual in this case means in the assigned room not just in the school site).
- Contractors should continue to acquire on-going skill development to maintain and improve interpreting/translating skills.
- Contractors should commit to an assignment once it has been accepted (unless an unmanageable situation or an emergency arises).
- Contractors should advise our office in advance if your availability fluctuates or changes.
- Contractors should notify the Translation/Interpretation Office of any unusual situation at a school and/or with the assignment.
- Contractors should provide precise and accurate invoices. The coordinators will periodically and randomly verify start and end times for interpreting assignments. Any unexplained discrepancies may lead to termination of the contract.
- Contractors should contact the Translation/Interpretation office directly. Do not contact the schools or school staff members.

ADDITIONAL INFORMATION - SIMULTANEOUS INTERPRETATION

Simultaneous interpretation offers several advantages over consecutive at IEP's:

- Information is less likely to be lost and, thus, a more accurate rendition of the meeting is provided.
- It helps maintain the flow and train of thought of the speaker.
- It eliminates the problem posed by people who talk for long stretches and then expect the interpreter to repeat everything in the other language.
- It shortens the meetings.

Interpreters interested in providing simultaneous interpretation, who are skilled to perform in this mode, are encouraged to do so. Purchasing information is included for interested interpreters.

The Williams Sound wireless system consists of the following items:

- a body pack transmitter for the interpreter (model PPA T16E) Current model: PFM T36
- a headband microphone for the interpreter (MIC 086) Current model: MIC 054
- a single channel receiver with single mini ear bud for each parent (PPA R7E) Current model: PPA R37-00
- an upgrade Surround Earphone for each parent (EAR 022)-**optional** Current model: Ear 22

LOOKING AHEAD

The work of the school is more effective when parents play an active role. Good communication between the school and the home is an essential ingredient to help parents become active participants. For non-English speaking parents, the Translation/Interpretation office is the linguistic and cultural bridge that allows parents and school personnel to communicate with and understand each other.

With more than 17 years of experience the Translation and Interpretation Office has been successful in providing such services. We will continue offering high quality services, thereby contributing to the enhancement of the Albuquerque Public Schools educational system. We will strive to make any and all improvements as needed. Finally, we will maintain our association with interpreters and translators who are professional and reliable and provide excellent services.

We thank all of our Interpreters and Translators for your services. The Translation/Interpretation Office has an open door policy and believes in open communication. Please feel free and confident that we will do our best and use all of our resources to work with all of you to maintain and build a good team so that we may continue providing excellent service to our District and community.

APS Interpretation Log

Vendor Number:

Cancellation

TOTAL HOURS	0:00
Hours X Rate	\$0.00
Tax 7% (if applies)	\$0.00
Total Net	\$0.00

Attachment B

Translation Log

APS TRANSLATION LOG

Translation Services Provided by:

Service Period (Month and Year of service):

PO Number:

Vendor Number:

<u>School/Dept.</u> <u>Name</u>	<u>Title or Subject of</u> <u>document</u>	<u>Name School Staff/Dept.</u> <u>Member</u>	<u>Date of</u> <u>request</u>	<u># of</u> <u>Words/Pgs</u>
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Total Number of Words	0.00
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Rate per Word/Page	[input the rate]
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Gross Amount	\$0.00
--------------	--------

% Tax (if applicable)	[input the rate]	\$0.00
-----------------------	------------------	--------

Total Net	\$0.00
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Invoice**Contractor's Name:****[Language] Translator and/or Interpreter**

Address:

Phone:

Email address:

Vendor #:

PO #:

PA # (if applicable):

INVOICE

Invoice No.:

Invoice Date: / /

Terms: 30-45 days

Invoiced to: APS Translation/Interpretation Services

6400 Uptown Blvd NE,

Albuquerque NM 87110

Phone: 881-9429 ext 2 Fax: 505-872-8862

INVOICE DETAIL

Item #	Qty.	Work Item Description	Amount	
		Interpretation Services for the month of:	\$	
		Rate per hour: \$ / hour		
		Translation Services for the month of:	\$	
		Rate per word or page: \$ /word or page		
		Sub Total	\$	
		Tax (if applicable)	\$	
		Total Invoice	\$	
		Amount Paid		
		Amount Due	\$	
NOTES:				