



Issue Date: June 7, 2012

**REQUEST FOR PROPOSALS  
FOR  
TRANSLATION AND INTERPRETATION SERVICES**

**RFP #12-041SS-AM**

**ALBUQUERQUE PUBLIC SCHOOLS  
TRANSLATION SERVICES DEPARTMENT**

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# I. INTRODUCTION

## 1.0 Overview

The Albuquerque Public Schools seeks professional English-Spanish translators and interpreters in accordance with the specifications contained in this Request for Proposal (RFP). In particular, the services requested herein and to be provided under any contract awarded as a result of this RFP are for translation and interpretation related projects as needed by the district.

## 1.1 Purpose of this Request for Proposal

The Translation and Interpretation Services Department of the Albuquerque Public Schools is requesting proposals for English-Spanish translation and interpretation services.

This RFP is intended to solicit responses from translators and Interpreters that are interested in providing the services listed below.

- Assist schools to communicate with Spanish-speaking parents;
- Translate District and school documents;
- Interpret at special education meetings, parent conferences; student hearings, and other such meetings and events as requested by administration or school staff.

## 1.2 Scope of Procurement

The scope of procurement is to secure an agreement with English-Spanish translators and interpreters who have the ability and resources to, and will, provide translation and interpretation services as needed by the district with opportunities for doing business with departments, schools, or at various locations for the Albuquerque Public Schools.

## 1.3 Procurement Manager

The agency has designated a Procurement Manager who is responsible for the conduct of this procurement. The Procurement Manager's name, address, and telephone number are listed below:

Name: Sandra Sanchez, C.P.M.  
Title: Procurement Manager  
Address: PO Box 25704  
Albuquerque, NM 87125  
Telephone: 505-878-6116  
Fax Number: 505-830-1161  
Email: sanchez\_ss@aps.edu

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding the procurement. Other Albuquerque Public Schools employees do not have the authority to respond on behalf of APS.

## 1.4 Definition of Terminology

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

- 1.4.1 “**Agency**” or “**APS**” means Albuquerque Public Schools.
- 1.4.2 “**Award**” or “**Award of Contract**” shall mean a formal written notice by APS that APS has selected English-Spanish translators and interpreters to enter into a contract for services.
- 1.4.3 “**Close of Business**” means 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.
- 1.4.4 “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction derived from an ITB or RFP.
- 1.4.5 “**Contract Manager**” means the individual selected by the Albuquerque Public Schools to monitor and manage all aspects of the contract resulting from this RFP.
- 1.4.6 “**Contractor**” means a successful Offeror who enter into a binding contract.
- 1.4.7 “**Deliverable**” means any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.
- 1.4.8 “**Desirable**” The terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).
- 1.4.9 “**Department**” For the purposes of administrating the RFP and associated proposals, “Department” means Translation and Interpretation Department.
- 1.4.10 “**Determination**” means the written documentation of a decision of a Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file to which it pertains.
- 1.4.11 “**Director**” The Director of the Albuquerque Public Schools Procurement Department or a designated representative.
- 1.4.12 “**Employer**” means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a “New Mexico Employee”. (See below.) Such definition does not include governmental entities.
- 1.4.13 “**Evaluation Committee**” means a body appointed by the Albuquerque Public Schools management to perform the evaluation of Offeror proposals.
- 1.4.14 “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee for submission to the Director of Procurement for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

- 1.4.16 “**Finalist**” is defined as an Offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.
- 1.4.17 “**Mandatory**” The terms “must,” “shall,” “will,” “is required,” identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.
- 1.4.18 “**Milestone**” means a significant event in a project, usually the completion of a major deliverable.
- 1.4.19 “**Albuquerque Public Schools Employee**” means any employee of the Albuquerque Public Schools, performing the majority of their work within the Albuquerque Metropolitan area, for any school or department regardless of the location of the employer’s office or offices.
- 1.4.19 “**Offer**” means to make available to all New Mexico employees, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of the Executive Order. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*
- 1.4.20 “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
- 1.4.21 “**Procurement Manager**” means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals.
- 1.4.22 “**Purchasing Agent**” means the purchasing agent for the Albuquerque Public Schools or a designated representative.
- 1.4.23 “**Request for Proposals**” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
- 1.4.24 “**Requirements**” are obligatory and mean the system functions that are related to the organization’s goals and business opportunities. Requirements are defined by the project team and are usually prioritized.
- 1.4.25 “**Responsible Offeror**” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources production, or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.
- 1.4.26 “**Responsive Offeror Responsive Proposal**” means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

1.4.27 **“Solicited and Awarded”** means an ITB or RFP was made available to the general public, through any means, after June 7, 2012 AND the contract(s) sought as a result of that solicitation was/were awarded after June 7, 2012.

1.4.28 **“Solicitations”** means ITBs and RFPs

1.4.29 **“Volume”** means RFP documents to be placed in individual sections as outline in response format and organization. Volume #1, #2, and #3 can be either binders, spiral bound, folders, stapled, etc.

## **1.5 Background Information**

This section provides background on the Albuquerque Public Schools Translation and Interpretation Services which may be helpful to the offeror in preparing the proposal. The information is provided as an overview and is not intended to be a complete and exhaustive description.

The Translation and Interpretation Department Coordinators are responsible for the coordination of translation and interpretation services for various departments, schools, and various locations.

APS is the largest school district in New Mexico and one of the nation’s largest school districts, covers more than 1,230 square mile geographical area that presently encompasses all the Albuquerque metro area in Bernalillo County and one school in Sandoval County. Currently, the district has 139 schools: 13 high schools, 10 alternative high schools, 27 middle schools, 89 elementary schools plus 33 Charter Schools in 2009-2010. Additional schools and/or departments may be added to APS during the life of any resulting contract. APS has approximately 89,500 students and 13,500 employees, 12,907 full time and 6,500 teachers, and 2,081 classroom educational assistants.

The successful offeror(s) must share the philosophy of and understand the legal obligation of APS to be a responsible steward of public funds and the need to aggressively control costs in an innovative and effective manner.

An elected Board of Education composed of seven members serving staggered terms of four years each governs the District. The Superintendent is Winston Brooks.

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement and describes the major procurement events and the conditions governing the procurement.

### 2.0 Overview

This section of the document contains the RFP schedule for the procurement, describes the major procurement events and milestones and specifies general conditions governing the procurement.

### 2.1 Sequence of Events

The Procurement Manager will make every effort to adhere to the following schedule:

|         | <u>Action</u>  | <u>Responsibility</u>              | <u>Estimated Date</u>            |
|---------|--|------------------------------------|----------------------------------|
| 2.2.1.  | Issue RFP  | Albuquerque Public Schools         | 6/7/12 (Thur)                    |
| 2.2.2.  | Return of acknowledgement of Receipt Form for Distribution List                      | Potential Offerors                 | 6/13/12 (Wed)                    |
| 2.2.3.  | Deadline To Submit Additional Questions  | Potential Offerors                 | 6/13/12 (Wed)                    |
| 2.2.4.  | Response to Written Questions/RFP Amendments   | Albuquerque Public Schools         | 6/15/12 (Fri)                    |
| 2.2.5.  | Submission of Proposal   | Offerors                           | 6/26/12 (Tue)<br>11:00 p.m.(MDT) |
| 2.2.6.  | Proposal Evaluation  | Evaluation Committee               | 6/27-7/6/12                      |
| 2.2.7.  | Selection of Finalists   | Evaluation Committee               | TBD                              |
| 2.2.8.  | Best and Final Offers from Finalists   | Finalists Offerors                 | TBD                              |
| 2.2.9.  | Oral Presentation/Interview/ Testing by Finalists to APS (required for new Offerors) | Finalists Offerors                 | TBD                              |
| 2.2.10. | Finalize Contract  | Albuquerque Public Schools Offeror | TBD                              |
| 2.2.11. | Contract Award   | Albuquerque Public Schools         | TBD                              |
| 2.2.12. | Protest Deadline   | Offerors                           | 15 Days after the Contract Award |

### 2.2. Explanation of Events

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph 2.1.

### **2.2.1 Issue of RFP**

This RFP is being issued by the Translation and Interpretation Coordinators and the Albuquerque Public Schools Procurement Department of the Albuquerque Public Schools.

### **2.2.2 Return of Acknowledgements of Receipt Form for Distribution List**

Potential Offerors **must** hand deliver or return by facsimile, email, or by registered or certified mail the “Acknowledgement of Receipt Form” that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. This form **must** be signed by an authorized representative of the organization and delivered to the Procurement Manager not later than the date specified in the Sequence of Events. The procurement distribution list will be used for the distribution of important information regarding this procurement. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror’s organization name shall not appear on the distribution list.

### **2.2.3 Deadline to Submit Written Questions/RFP Amendments**

Potential Offerors **may** submit additional written questions as to the intent or clarity of this RFP until close of business on the date specified in the Sequence of Events. All written questions **must** be sent by email and addressed to the Procurement Manager (see Paragraph 1.3).

### **2.2.4 Response to Written Questions/RFP Amendments**

Written responses to written questions and any RFP amendments will be distributed to all potential Offerors whose organization name appears on the procurement distribution list, via electronic mail (e-mail). A valid e-mail address **must** be provided for this and other purposes. An Acknowledgement of Receipt Form will accompany the distribution package. The form **must** be signed by the Offeror’s representative, dated, and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. **(E-mail replies are acceptable in this case.)**

Failure to return this form may constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the Offeror’s organization name may be dropped from the procurement distribution list. Written responses to written questions and any RFP amendment(s) will be posted on the APS website. Go to [www.aps.edu/procurement](http://www.aps.edu/procurement) and click on “See Current Bids and RFPs” link to download amendment(s). It is the responsibility of every Offeror to ensure they have downloaded the latest version of each solicitation, including any amendment(s) which may have been issued, by revisiting this website prior to the due date before submitting their response to the Albuquerque Public Schools. Any amendment(s) must be acknowledged in the RFP response in Volume #2. **Failure to sign and return any amendment(s) will be considered as non-responsive and RFP response will be rejected.**

Additional written requests for clarification of distributed answers and/or amendments **must** be received by the Procurement Manager no later than two (2) days after the answers and/or amendments were issued, time permitting.

### 2.2.5 Submission of Proposal

ALL OFFEROR PROPOSALS **MUST** BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 11:00 AM MOUNTAIN DAYLIGHT TIME ON JUNE 26, 2012. **Proposals received after this deadline will not be accepted.** The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to:

Name: Sandra Sanchez, C.P.M.  
Title: Procurement Manager  
Hand Carry or Courier Address: APS Procurement Department  
6400 Uptown Blvd. NE, Ste. 600W  
Albuquerque, NM 87110

Name: Sandra Sanchez, C.P.M.  
Title: Procurement Manager  
US Postal Service Delivery Address: APS Procurement Department  
PO Box 25704  
Albuquerque, NM 87125

Telephone: 505-878-6116  
Fax Number: 505-830-1161  
Email: sanchez\_ss@aps.edu

Proposals must be sealed and labeled on the outside of the package to clearly indicate a response to the “Translation and Interpretation Services” RFP. Proposals submitted by facsimile or other electronic means will not be accepted. A public log will be kept of the names of all Offerors. Pursuant to section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors during the negotiation process.

### 2.2.6 Proposal Evaluation

The evaluation of proposals will be performed by the Evaluation Committee (EC’s) appointed by Albuquerque Public Schools management. During this time, the Procurement Manager may initiate discussion with Offerors who submit proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

### 2.2.7 Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors.

### 2.2.8 Best and Final Offers From Finalists

Finalist Offerors **may** be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by date specified in the Finalist Notification Letter. Best and final offers may be clarified and amended at the finalist Offeror’s oral evaluation.

### **2.2.9 Oral Presentation/Interview/Testing by Finalists**

APS reserves the right to request and conduct oral presentations/interview/testing with finalists. Finalist Offerors will be required to present their proposals and respond to Evaluation Committee questions on date listed in the sequence of events. APS reserves the right to extend the time at its sole discretion. All oral presentations/interviews/testing will be held in Albuquerque, New Mexico. Finalist Offerors will be limited to duration of presentation as determined by the Evaluation Committee.

### **2.2.10 Finalize Contract**

The Contract will be finalized with the most advantageous Offeror(s). This date is subject to change at the discretion of APS. In the event that mutually agreeable terms cannot be reached within the time specified, APS reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process or reserves the right to cancel the award.

### **2.2.11 Contract Award**

After review of the Evaluation Committee Report and the signed contract, the Albuquerque Public Schools will award the contract on date listed in the Sequence of Events. This date is subject to change at the discretion of the APS Purchasing Manager.

This contract shall be awarded to the offeror whose proposal is most advantageous taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

### **2.2.12 Protest Deadline**

Any protest by an Offeror must be in conformance with 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15)-day protest period for responsive Offerors shall begin on the day following the contract award and will end as of 5:00 PM MDT on the fifteenth (15) calendar day following the agreement award. Protests must be written and must include the name and address of the Protester and the request for the solicitation number(s). It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Procurement Director. The protest must be delivered to the following address

Name Mark Heckart, C.P.M.  
Title Procurement Director  
Hand Carry or Courier Address: APS Procurement Department  
6400 Uptown Blvd. NE, Ste. 600W  
Albuquerque, NM 87110

Name: Mark Heckart, C.P.M.  
Title: Procurement Director  
US Postal Service Delivery Address APS Procurement Department  
PO Box 25704  
Albuquerque, NM 87125

Telephone: (505) 878-6112  
Fax No: (505) 830-1161  
E-Mail: Heckart\_m@aps.edu

Protests received after the deadline will not be accepted.

## **2.3 General Requirements**

This procurement will be conducted in accordance with the State Procurement Code, Chapter 13-1-28-thru 13-1-199 NMSA 1978 and applicable procurement regulations.

### **2.3.1 Acceptance of Conditions Governing the Procurement**

Offerors **must** indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in the Section V of this RFP.

### **2.3.2 Incurring Cost**

Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

### **2.3.3 Contractor Responsibilities**

The contractor shall solely be responsible for performance under this contract. APS will make contract payments only to the prime contractor.

### **2.3.4 Subcontractors**

The use of subcontractors is NOT allowed for Translation and Interpretation Services.

### **2.3.5 Fingerprints and Background Checks**

**Per Section 1 Section 22-10-3.3 NMSA 1978 (being Laws 1997, Chapter 238, Section 1)** New Mexico Statutes and State Board of Education Rules require that all applicants who have been offered employment, contractors, and contractor's employees with unsupervised access to students be fingerprinted in order to establish positive identification for a state and federal criminal background check. Albuquerque Public Schools will also require said applicants or prospective contractors to pay for the cost of obtaining the fingerprints and background check. Employment or contract may be denied under the Criminal Offender Employment Act if the background check reveals a history of convictions of felonies or misdemeanors, or other information (supported by independent evidence) that could establish unfitness for working in proximity to children and youth. Records and any related information shall be privileged and shall not be disclosed to a person not directly involved in the employment decision regarding the applicant or contractor.

If your proposal is accepted and a contract is awarded, contractor(s) may complete the fingerprinting process prior to serving APS students. Ongoing contractor(s) and/or contractor's staff/employees may be required to complete the finger printing process every two (2) years. Fingerprints are taken on a walk-in basis at APS Central Office, 6400 Uptown Blvd. NE, Suite 105E, Albuquerque, NM 87110. Fingerprinting hours are 8:00 AM – 3:30 PM, weekdays. Candidates must bring picture identification, a **Visa or MasterCard Debit/Credit card, or a cashier's check or money order in the amount of \$33.00 payable to Board of Education.** Cash and personal checks are not acceptable.

The APS Personnel Department will forward the cards and funds to the State and the Federal Bureau of Investigation. Receipt of a report requiring further investigation may result in suspension or cancellation of the contract.

### **2.3.6 Amended Proposals**

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. APS personnel will not merge, collage, or assemble proposal materials.

### **2.3.7 Offeror's Rights to Withdraw 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 signed by the Offeror's duly authorized representative(s) addressed to the Procurement Manager.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

### **2.3.8 Proposal Offer Firm**

Responses to this RFP, including costs, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if one is solicited by the Procurement Manager.

### **2.3.9 Disclosure of Proposal Contents**

The proposals will be kept confidential until Contracts are awarded by the APS Procurement Department. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will 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.

Confidential data are normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Albuquerque Public Schools Purchasing Manager shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

### **2.3.10 No Obligation**

The procurement in no manner obligates the Albuquerque Public Schools or any of its departments, schools, and various locations to the use of offeror services until a valid written contract is approved.

### **2.3.11 Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Procurement Department determines such action to be in the best interest of the Albuquerque Public Schools.

### **2.3.12 Sufficient Appropriation**

The terms of any contract entered into are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico for the performance of such Agreement(s). If sufficient appropriations and authorization are not made the Legislature, such agreement(s) shall terminate upon a written notice being given by the Procurement Department to the Contractor. The Procurement Department's decision as to whether appropriations are available shall be accepted by the Contractor and shall be final. However, the Procurement Department agrees not to use insufficient appropriations as a means of terminating this Agreement in order to acquire functionally equivalent services from a third party.

### **2.3.13 Legal Review**

The Agency requires that all Offerors agree to be bound by the general requirements as stated in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

### **2.3.14 Governing Law**

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

### **2.3.15 Basis for Proposal**

Only information supplied by the Agency in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

### **2.3.16 Contract Terms and Conditions**

The contract between the Agency and a contractor will follow the format specified and contain the terms and conditions set forth in the "Scope of Work." However, the Agency reserves the right to negotiate with a successful Offeror provisions in addition to or modifications of those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the Agency's terms and conditions, that Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed changed followed by the specific proposed alternate wording.

### **2.3.17 Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the Agency.

### **2.3.18 Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

### **2.3.19 Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in 13-1-83 and §13-1-85 NMSA 1978.

### **2.3.20 Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all responding Offerors failed to meet the mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

### **2.3.21 Change in Contractor Representatives**

The agency reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.

### **2.3.22 Notice**

The Procurement Code, 13-1-28 through §13-1-199 NMSA, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

### **2.3.23 Proposal Acceptance Rights**

The Agency reserves the right to accept all or a portion of an Offeror's proposal.

### **2.3.24 Right to Publish**

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or work which may derive from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

### **2.3.25 Ownership of Proposals**

All documents submitted in response to the RFP shall become the property of the Agency.

### **2.3.26 Confidentiality**

Any confidential information provided to, or developed by, the Contractor in the performance of the services under this contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

The Contractor(s) agree to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the Agency's written permission. By confidential information, we mean the software and related materials, including enhancements, which are designated as proprietary and confidential trade secrets of the licensor and licensee of the software. Contractor(s) will not remove any copyright, trademark, and other proprietary rights notice from the licensed software or related materials.

### **2.3.27 Electronic Mail Address Required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

### **2.3.28 New Mexico Employees Health Coverage**

- 1.** If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place and agree to maintain the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than August 1, 2012, if the expected annual value in the aggregate of any and all contracts between Contractor and APS exceed \$250,000.00 dollars.
- 2.** Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the APS.
- 3.** Contractor agrees to advise all employees of the availability of State publically finance health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

### III. RESPONSE FORMAT AND ORGANIZATION

#### 3.0 Overview

This section describes the format and organization of the Offeror's response. Failure to conform to these specifications may result in the disqualification of the proposal.

#### 3.1 Number of Responses

Potential offerors shall submit only one proposal in response to this RFP.

#### 3.2 Number of Copies

Offerors shall deliver the number of copies of their proposal indicated in Section 3.4.1 below to the location specified in Paragraph 2.2.5, on or before the closing date and time for receipt of proposals. If submitting more than one box or envelope, etc. for RFP documents, label each box or envelope: 1 of 3, 2 of 3 and 3 of 3. Within each section of their proposal, Offerors should address the items as they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate sections of the proposal. **APS will not make copies of RFPs and RFP will be considered as non-responsive and will be rejected if copies are not submitted**

#### 3.3 Proposal Format

All proposals must be typewritten on standard 8 ½ x 11 paper and placed within the specified volumes with tabs delineating each section. Each volume must be physically separate. (Also reference paragraph 3.4.5 Marking of Volumes.)

#### 3.4 Proposal Organization

The following requirements apply to proposal organization and content. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

##### 3.4.1 Organization and Indexing

The proposal must be organized, indexed and pages numbered in the following format and must contain, at a minimum, all listed items in the sequence indicated with a tab for each item listed below. Proposals that differ from the described format may be rejected. See Definition of Terminology for "Volume" Page 2.

**\*Volume #1 (Mandatory)** [1 original + 2 copies (3 separate volumes total) required]

- a. Letter of Transmittal Form Copy (Original in Volume #2) (Appendix B)
- b. Table of contents
- c. Proposed Summary (Optional\*)
- d. Response to Specifications

**Volume #2 (Mandatory)** [1 original + 1 copy (2 separate volumes total) required]

- a. Original Acknowledgement of Receipt Form (Appendix A)
- b. Letter of Transmittal Form Original (Appendix B)

- c. New Mexico Employees Health Coverage Form (Appendix C)
- d. Completed Offeror Cost Response Form (Appendix D)
- e. Campaign Contribution Disclosure Form (Appendix E)
- f. Conflict of Interest and Debarment Form (Appendix F)
- g. Statement of Confidentiality Form (Appendix G)
- h. Offeror Information/Signature Page (Appendix H)
- i. Submittals Check Off List (Appendix I)
- h. Addendum(s) if applicable

**Volume #3 (Optional)** [1 original + 2 copies (3 separate volumes total) required]

Any Supporting Materials

\*Optional Proposal Summary is for informational overview only and will not be scored.

### **3.4.2 Order of Items**

Within each section of their proposal(s), Offeror should address the items in the order in which they appear in this RFP.

### **3.4.3 Inclusion of Completed Form**

All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

### **3.4.4 Costs or Rates Discussion**

All discussion of the proposed costs, rates, or expenses must occur only in the Offeror Cost Response Form, Appendix D, unless otherwise stated.

### **3.4.5 Marking of Volumes**

Proposal volumes should be clearly labeled and numbered. The original copy of each volume should be clearly marked as “Original” on the front of the volume.

### **3.4.6 Other Supporting Material**

Offeror may attach other materials that they feel may improve the quality of their responses. Unless provided in specific response to the requirements, this material should be included in Volume #3. While the material in Volume #3 may be reviewed by the members of the evaluation committee for background information, it WILL NOT be included in the scoring of the proposal.

### **3.5 Letter of Transmittal**

Each proposal must be accompanied by the completed and signed Letter of Transmittal Form (Appendix B) and original placed in Volume #2 and a copy placed in Volume #1.

## **IV. SPECIFICATIONS**

### **4.0 Overview**

This section contains the mandatory and desirable specifications as well as related information. Offerors must respond to the mandatory specifications and should respond to the desirable specifications of this RFP providing the required responses, documentation or assurances, and complete the Offeror Cost Response Form attached as Appendix D. Failure to respond to a desirable requirement will result in zero (0) points being awarded for that specification.

### **4.1 Information**

#### **4.1.1 Funding**

Funding will be made available through the Translation and Interpretation Department, school and/or various locations; however, funding is contingent upon state and/or federal appropriations.

#### **4.1.2 Agency Resources/Facilities Provided**

The Translation and Interpretation Coordinator or designee at each department, school and/or various locations will provide work space, telephone, utilities and support services for translation and interpretation related assignments for the translator or interpreter to use as part of this contract.

APS personnel involvement does not relieve the contractor of the responsibility of providing the required support for translation and interpretation services.

The Translation and Interpretation Coordinators will be the primary contact and may coordinate translation and interpretation services for other departments, schools, and/or other locations with the Contractor.

#### **4.1.3 Work Performance**

For the purpose of preparing proposals, Offerors are to assume that on-site work will be performed at various APS departments, schools, and/or other locations in Albuquerque, New Mexico. Contractor will be expected to complete a fingerprint and background check if project is located at a school or various sites if contractor will have unsupervised access to students.

### **4.2 Scope of Work**

The Translation and Interpretation Department Coordinators are the owners requiring the work. The Contractor can only accept assignments from the Translation and Interpretation Department. Therefore, the Contractor cannot accept assignments directly given by school staff without the approval of the Translation and Interpretation Department. However, each department, school, or other location may contact the Translation and Interpretation Department if additional Translation and Interpretation services are needed. The Translation and Interpretation Department will then notify Contractor if additional services are needed.

### 4.3 Scope of Procurement

The scope of procurement shall encompass the defined Scope of Work in this RFP. The contract schedule will be determined after award of contract and upon receiving all required approvals, whichever is later for a term of one year. The contract may be extended for up to three (3) additional one (1) year periods, or any portion thereof at the discretion of APS, pursuant to funding availability and satisfactory service provision, as determined by APS.

In no circumstance shall the contract exceed a total of four (4) years in duration. Regardless of any termination date, any services still in progress will be carried to successful conclusion but without unduly prolonging the process. APS also reserves the right to extend any contract on a short-term basis if negotiations for a new contract are still in progress. This procurement may result in multiple awards.

Although this contract is being bid on behalf of Translation and Interpretation Department, individual schools, state agencies or local public bodies will be referred to the successful Contractor in the event of requirements that can be adapted to the specific items awarded.

### 4.4 Technical Specifications

In preparation of proposals, Offerors are encouraged to present “other processes, solutions, and/or guidelines” to address the minimum types of key services and elements described in the Scope of Work for translation and interpreter related services as needed by the district.

Work shall include a minimum of the activities set forth below:

4.4.1 In order to better communicate with Spanish speaking parents, APS is seeking translators and interpreters who can translate district and school documents or interpret at special education meetings, parent conferences, student hearings, and other such meetings and events. Translations need to be done in compliance 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 after school hours.

4.4.1.1 **APS Owned Interpretation Headset/Equipment:** Interpretation Headset/Equipment. 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 the personal business. If APS discovers that Contractor is using equipment for their personal or business use, APS may cancel Price Agreement with the Contractor on that basis.

If an interpreter is being given an assignment with use of the equipment, the contractor needs to pick up the equipment at the Translation and Interpretation Department, the Contractor is entitled to bill APS for an additional hour unless APS authorizes the Contractor to keep the equipment for a second assignment. In this event, the contractor is not entitled to bill APS an additional hour for the second assignment.

It is the responsibility of the Contractor to make sure that the same number of receivers that were given to the Contractor for the assignment are returned to the Translation and Interpretation Department.

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 and the Translation and Interpretation Department and make all efforts to get the equipment back to the Translation and Interpretation department.

The Contractor must return the APS owned Interpretation Headset/Equipment to the Translation and Interpretation Department within forty-eight (48) hours from the time equipment was checked out unless prior authorization has been given by the Translation and Interpretation Coordinators.

- 4.4.1.2 **No Shows:** It is the responsibility of the Translation and Interpretation Department to notify the contractor if the student or parent will cancel a scheduled appointment, meeting or event the day prior to the scheduled interpretation. In the event, the school, student or parent confirms scheduled appointment, meeting, and or event, and does not show, APS may pay the translator or interpreter one hour of their hourly rate if the interpreter shows up for the appointment, meeting, or event.
- 4.4.1.3 Successful contractors will be given a log sheet by the Translation and Interpretation Department to document “no show” assignments. 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 before the Contractor leaves the school or site. If the Contractor is present and a telephone meeting cannot be conducted because of a “no show” of any of the APS parties (staff members and/or parents) participating in the meeting, the Contractor will be paid one (1) hour for their time. Contractor is responsible to notify the Translation and Interpretation Department of the “no show” on the day of the assignment. The Contractor will not bill APS on any assignment that was cancelled the day before.
- 4.4.1.4 **Inclement Weather:** Scheduled interpretation appointments, meetings, or events 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 that school will be cancelled for the following day. If school is cancelled the day of inclement weather, APS may pay the contractor an hour of their hourly rate for the morning, afternoon or evening scheduled appointments, meeting, or events when notified by the media.
- 4.4.1.5 In the event that a Contractor need to check out simultaneous interpretation equipment from the Translation and Interpretations Services Department, said Contractor may bill APS for one hour provided the equipment is also returned within forty-eight (48) hours after it has been used/checked out. This time should appear in the Interpreter’s assignment log as a separate entry.

4.4.1.6 **Invoicing:** Each Contractor shall maintain a log sheet of APS assignments provided by the Translation and Interpretation Department completed each month (in other words, no billing several months in one invoice), itemizing the time expended on each oral project or the number of words translated on each written document. At the end of each month, Contractor shall submit **one** (1) log sheet reflecting a compilation of all translation and/or interpretation work completed for APS that month to the Translation and Interpretation Department. In addition, **one** (1) invoice reflecting vendor contact information, Translation and Interpretation Department, PO Box 25704, Albuquerque, NM 87125, date, invoice number, Price Agreement (PA) number, only total number of hours, unit cost and extended total. List New Mexico Gross Receipts Tax as a separate line item if applicable as well as the total net amount. The Contractor should submit their log sheet(s) and invoice(s) monthly and by the tenth (10<sup>th</sup>) of each month preferably by email to the Translation and Interpretation Department to [translate@aps.edu](mailto:translate@aps.edu). On-site interpretations are for one (1) hour minimum. After the first hour, services will be prorated in increments of fifteen (15) minutes. If time is eight (8) to fifteen (15) minutes, Contractor may bill for fifteen (15) minutes. If time is less than eight (8) minutes, no charge to APS. It is not acceptable to intentionally add time to assignment(s). It is acceptable to bill with a start time with the first minute or so of the clock, examples: 12:00 to 1:00 pm, 12:00 to 3:00 pm, 12:05 to 1:05 pm etc. All invoices are subject to compliance to verify that rate matches the Price Agreement rate.

## **4.5 Mandatory Specifications**

**FAILURE TO COMPLY WITH A MANDATORY SPECIFICATION WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL!**

### **4.5.1 Authority to Provide Translation and Interpreter Services**

Offeror must have the legal authority to provide translation and interpreter services to public school districts in New Mexico as it relates to the needs of this RFP. A statement of concurrence required.

### **4.5.2. New Mexico Employee Health Coverage Form**

The Offeror must agree with the terms, completed, signed, and include the New Mexico Employees Health Coverage Form (Appendix C) with their proposal.

### **4.5.3 Campaign Contribution Disclosure Form**

A blank form is included (Appendix E) of this RFP. Pursuant to NMSA 1978, 13-1-191.1 any prospective contractor seeking to enter into a contract with APS must complete, sign and return this form with their proposal. This form must be filled by any prospective Contractor whether or not they, their family member, or representative has made any contributions subject to disclosure.

### **4.5.4 Conflict of Interest and Debarment/Suspension Certification Form**

Offeror must complete, sign and include the Conflict of Interest and Debarment/Suspension Certificate Form (Appendix F) with their proposal.

#### **4.5.5 Statement of Confidentiality Form**

Offeror must complete, sign and include the Statement of Confidentiality (Appendix G) with their proposal.

#### **4.5.6 New Mexico Automobile Liability Insurance Coverage**

The Offeror must submit a copy of current auto insurance coverage certificate.

#### **4.5.7 Knowledge of Translation and Interpreter Code of Ethics, Cannons and Procedures**

Offeror must have knowledge and apply Translation and Interpreter code of ethics, cannons and procedures. Offeror must submit a detailed narrative describing how they meet this requirement.

#### **4.5.8 Service Capability**

In a narrative form, describe your plan for providing the services requested. Include length of time in business. Also, provide any other information which will document 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.

Offerors must be able to document translation and interpretation experience required by this contract. Offeror must submit a detailed narrative describing how they meet this requirement.

#### **4.5.9 Cost and Rates**

Offerors must indicate, on the Offeror Cost Response Form (Appendix D):

This must be submitted in Volume #2 that is identified with your firm's name and labeled 'COST PROPOSAL'. Specify the rate per word, rate per page, and/or hourly rate and/or translation rate, exclusive of tax. Note that all invoices must coincide with the rate schedule and listed as a separate item as finally negotiated. At time of award, APS will assign a price agreement (PA) number which will accommodate multiple billings during the life of the contract. This PA number must appear on all invoices.

Local APS travel will not be reimbursed. Offeror is expected to provide his/her own transportation to attend interpretation assignments.

**Any portion of this section pertaining to cost must be submitted in Volume #2 marked "COST PROPOSAL" and must be submitted with Proposal. *Note: no cost information is to be included in the Offeror's technical proposal.* Offers shall use the Cost Proposal Form included in this document. (See Cost Proposal Form, Appendix D.)**

#### **4.5.10 Oral Presentation/Interview/Testing (required for new Offerors)**

If selected as a finalist, new Offeror(s) (only) shall provide the Evaluation Committee the opportunity to interview and give an oral test for interpreters and/or written translation test for translators to new Offeror(s) at a date, time, and place set by the Translation Services Coordinators. The purpose of the testing is to have a general idea of the translation and interpretation skills of the new Offerors.

## **4.6. Desirable Specifications**

FAILURE TO RESPOND TO A DESIRABLE REQUIREMENT WILL RESULT IN ZERO (0) POINTS BEING AWARDED FOR THAT SPECIFICATION.

### **4.6.1 Translation and Interpretation Experience**

Offeror should submit a detailed narrative describing the relevant experience of their proposed translation and/or interpretation work. The narrative should include a thorough description of the education, knowledge, and relevant experience in an education setting as well as certifications or other professional credentials that clearly shows the individual is qualified to perform the required work. Also describe experience with “no show” assignments, how “no show” assignments have been handled, and any recommendations or ideas to keep “no shows” assignments down to a minimum. Offerors should also submit a current resume of their proposed translator and/or interpreter.

The documentation should thoroughly describe how the translator and/or interpreter has supplied expertise for similar contracts and projects. Offerors may include any supporting documentation they feel will support their descriptive narrative.

### **4.6.2 Translation and Interpretation References**

The proposals should include three (3) external references from clients who receive similar services. References may or may not be reviewed at the discretion of APS. APS reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror. The minimum information that should be provided about each reference is:

- a. Name of individual or company services were provided for;
- b. Address of individual or company;
- c. Name of contract person;
- d. Telephone number of contact person;
- e. E-mail address of contact person;
- f. Type of services provided and dates services were provided.

## V. EVALUATION

### 5.0 Overview

The following paragraphs of this section describe the method of evaluating Offerors proposal(s). **FAILURE TO COMPLY WITH A MANDATORY SPECIFICATION WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL!**

#### 5.0.1 PROPOSAL EVALUATION CRITERIA

The following criteria should be addressed with regard to each of the Areas of Work for which Offeror is submitting a proposal. The Offerors' response to these criteria will form the basis of the points awarded in the review of proposals.

Each Area of Work will be scored separately. A total of 100 points may be awarded with regard to each Area of Work. Thus, the total possible points for each Area of Work are as follows:

|                                       |     |
|---------------------------------------|-----|
| Area 1 – Translation Services.....    | 100 |
| Area 2 – Interpretation Services..... | 100 |

APS may make an award of either a single or multiple contract(s) for all Areas of Work or, alternatively, award Contracts covering one or more Areas of Work to different Finalist Offerors, whichever is deemed to be in the best interests of APS. There may be more than one Contract awarded for each specific Area of Work. No points will be awarded for an Offeror's ability to bundle services. The Finalist Offeror with the highest combined score for all Areas of Work may not necessarily be awarded a contract for all Areas of Work if it is determined that it is in the best interests of APS to make awards to multiple Finalists Offerors involving less than all Areas of Work.

## 5.1 Evaluation Points Summary

The following is a summary of evaluation factors and the maximum point values assigned to each. These will be used in the evaluation of each Offeror proposal submitted.

|         | Factor  | Points |
|---------|---|--------|
| 5.2     | <b>Mandatory Specifications – Translation Services</b>                            |        |
| 5.2.1.  | Authority to Provide Translation Services   | 0*     |
| 5.2.2.  | New Mexico Employees Health Insurance   | 0*     |
| 5.2.3.  | Campaign Contribution Disclosure Form   | 0*     |
| 5.2.4.  | Conflict of Interest and Debarment/Suspension Form                                | 0*     |
| 5.2.5.  | Statement of Confidentiality Form   | 0*     |
| 5.2.6   | New Mexico Auto Liability Insurance Certificate                                   | 0*     |
| 5.2.7.  | Knowledge of Translation and Interpreter Code of Ethics, Cannons & and Procedures | 5*     |
| 5.2.8   | Service Capability  | 30     |
| 5.2.9.  | Cost  | 30*    |
| 5.2.10. | Oral Presentation/Interview/Testing (if required)                                 | 0*     |
| 5.3.    | <b>Desirable Specifications</b>   |        |
| 5.3.1.  | Translation Experience  | 30     |
| 5.3.2.  | Translation References  | 5      |
|         | Total Points without Oral Presentation/Interview/Testing                          | 100    |
|         | Total (100 Points with Oral Presentation/Interview/Testing if required)           | 200    |

\* Pass/Fail only. No points assigned.

|         | Factor  | Points |
|---------|---|--------|
| 5.2     | <b>Mandatory Specifications – Interpreter Services</b>                        |        |
| 5.2.1.  | Authority to Provide Interpretation Services                                  | 0*     |
| 5.2.2.  | New Mexico Employees Health Insurance   | 0*     |
| 5.2.3.  | Campaign Contribution Disclosure Form   | 0*     |
| 5.2.4.  | Conflict of Interest and Debarment/Suspension Form                            | 0*     |
| 5.2.5.  | Statement of Confidentiality Form   | 0*     |
| 5.2.6   | New Mexico Auto Liability Insurance Certificate                               | 0*     |
| 5.2.7.  | Knowledge of Translation and Interpreter Code of Ethics, Cannons & Procedures | 5      |
| 5.2.8   | Service Capability  | 30     |
| 5.2.9.  | Cost  | 30*    |
| 5.2.10. | Oral Presentation/Interview/Testing (if required)                             | 0*     |
| 5.3.    | <b>Desirable Specifications</b>   |        |
| 5.3.1.  | Interpretation Experience   | 30     |
| 5.3.2.  | Interpretation References   | 5      |
|         | Total Points without Oral Presentation/Interview/Testing                      | 100    |
|         | Total (100 Points with Oral Presentation/Interview/Testing if required)       | 200    |

\* Pass/Fail only. No points assigned.

## 5.2 Mandatory Specifications

FAILURE TO COMPLY WITH A MANDATORY SPECIFICATION WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL!

### 5.2.1 Authority to Provide Translation and Interpretation Services

Pass/Fail only.

### 5.2.2 New Mexico Employee Health Coverage Form

Pass or fail.

### 5.2.3 Campaign Contribution Disclosure Form

Pass or fail.

### 5.2.4 Conflict of Interest and Debarment/Suspension Form

Pass or fail.

### 5.2.5 Statement of Confidentiality Form

Pass or fail.

**5.2.6 NM Auto Liability Insurance**

Pass or fail

**5.2.7 Knowledge of Translation and Interpretation Code of Ethics, Cannons & Procedures**

Points will be awarded based on the knowledge of Translation and Interpretation code of ethics, Cannons & procedures indicated in the offeror’s response.

**5.2.8 Service Capability**

Points will be awarded based on your plan for providing the services requested, length of time in business, demonstrated competence, availability, credibility and responsiveness in the past as indicated in the offeror’s response.

**5.2.9 Cost and Rates**

The evaluation of each Offeror’s proposal cost will be conducted using the following formula:

$$\frac{\text{Lowest Responsible Offeror's Cost}}{\text{This Offeror's Cost}} \times 30 = \text{Awarded Points}$$

**5.2.10 Oral Presentation/Interview/Testing (if required)**

100 Points will be given to current APS qualified Translators and Interpreters. Up to 100 points will be awarded to new Translators and Interpreters based upon the oral presentation/interview/oral testing and/or written test as well as an evaluation of qualifications of the proposed translator(s) and/or interpreter(s). Effective communication, technical knowledge, experience with similar contracts and the quality of the responses to questions will be the principle criteria for the evaluation.

**5.3 Desirable Specifications**

FAILURE TO RESPOND TO A DESIRABLE REQUIREMENT WILL RESULT IN ZERO (0) POINTS BEING AWARDED FOR THAT SPECIFICATION.

**5.3.1 Translation and Interpretation Experience**

Points will be awarded based on an evaluation of the proposed translation and interpretation contractors experience and capability, as indicated in the resumes and experience narrative submitted. The key evaluation components include depth-related experience, total years of related experience, and applicable education and training.

### **5.3.2 Translation and Interpretation References**

Points will be awarded based on an evaluation of the responses to a series of questions that will be asked of the references concerning the quality of the offeror's services, the delivery of services, responsiveness to problems and complaints, and the level of satisfaction with the offeror's overall performance. The Evaluation Committee may call any or all of the references.

### **5.4 Evaluation Process**

Offeror will be evaluated in general compliance with the provisions provided below.

5.4.1. All Offeror proposals will be reviewed for compliance with the mandatory requirements as stipulated in Section IV. Proposals deemed non-responsive will be eliminated from further consideration.

5.4.2 The Procurement Manager may at her option contact the Offeror for clarification of the response as specified in Section II.

5.4.3 The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II.

5.4.4 Responsive proposals will be evaluated on the factors in Section V which have been assigned a point value. If required, the responsible Offerors with the highest scores will be selected as Finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or chosen to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly.

5.4.5 The responsible Offeror(s) whose proposal is most advantageous to APS, taking into consideration the evaluation factors in Section V, will be recommended for contract award.

5.4.6 Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

#### **5.4.6.1 Determination of Finalist Offerors**

A maximum total of 100 points are possible in scoring each proposal for the shortlist evaluation. The Evaluation Committee will evaluate and score the proposals separately. In the event the committee determines oral presentations/interviews/testing are needed, the evaluation points will be utilized to determine the shortlist for evaluations. APS will notify the shortlist finalists as to the date, time, and place that oral presentations/interviews will be conducted. Offerors that do not make the shortlist will also be notified.

If the Evaluation Committee determines that oral presentations/interview(s)/testing will be held, the shortlist rankings will be weighted 40% and rankings from the interview will be weighted at 60% in determining final selections. The Offeror(s) with the highest scores will be awarded a contract.

#### 5.4.6.2 Finalist Offerors Oral Presentation/Interviews/Testing

A maximum total of 200 points are possible in scoring Finalist Offerors in the oral presentation/interview/testing process. If no oral presentation/interviews/testing are conducted, each Finalist Offeror will not be awarded 100 points. If the Evaluation Committee determines that oral presentations/interview(s)/testing will be held, the initial rankings by the Evaluation Committee will be weighted 40% and rankings from the oral presentation/interview(s)/testing will be weighted 60% in determining the final selection. In the event, a second oral presentation/interview/testing is required, the initial rankings by the Evaluation Committee will be weighted 40% replacing the original cost with the best and final cost and rankings from the oral presentation(s)/interview(s)/testing will be averaged and weighted 60% in determining the final selection for a total of 100%. If needed, APS will instruct respondents on the process for a best and final offer.

5.4.6.3 Notice of Non-Responsiveness - For any proposal submitted which is deemed non-responsive; the Offeror will be notified in writing of such determination and the method for protesting the determination. (See Section II, paragraph C.)

5.4.6.4 Proposal Evaluation – The Evaluation Committee will review each Offerors’ proposal. Points will be allocated as outlined in Section 5.1. of this RFP by each member of the committee. Each member’s point total will be translated to a numeric ranking. The committee member rankings will be totaled and averaged to determine the overall ranking of the firms.

5.4.6.5 If fewer than three proposals are received, the Evaluation Committee may recommend award or reissue the RFP.

5.4.6.6 Shortlist ranking are weighted 40% and ranking from the oral presentations/interviews/testing are weighted 60% in determining the final selection. The firm with the highest combined ranking (lowest numerical score) from the shortlist and oral presentation/interview/testing shall be awarded the selection in their proposal.

5.4.6.7 In addition to the individual shortlist ranking, it should be noted here that the cost is also a factor. The formula will be as follows:

$$\frac{\text{Lowest Responsible Offeror's Cost}}{\text{This Offeror's Cost}} \times 30 \text{ Awarded Points}$$

The Lowest Responsive Offeror’s cost will be divided by the Offeror’s cost, then multiplied by the number of available points in the evaluation process to arrive at the final ranking of Offerors.

5.4.6.8 Final Rankings – All committee rankings are public record and will be available for public inspection at APS Procurement Department after final award of contracts. Individual scores and rankings by each committee member shall be confidential. Ties in ranking by individual committee members and by collective committee rankings shall be scored using the sum of the ranking places, divided by the number of firms in a tie. The following is an example of scoring for a tie at first:

| <u>Scoring</u> | <u>Numerical Ranking</u>                      |
|----------------|---|
| Firm A         | Tie $(1^{\text{st}} + 2^{\text{nd}}/2 = 1.5)$ |
| Firm B         | Tie $(1^{\text{st}} + 2^{\text{nd}}/2 = 1.5)$ |
| Firm C         | 3rd ( = 3)                                    |

A tie for first, at the end of the final rankings after completion of evaluation of proposals shall be broken by separate ranking by the committee members, only ranking the firms involved in the tie. If a tie still exists after ranking only the tied firms, the tie shall be broken by the Chairman of the Evaluation Committee.

5.4.6.9 Point Calculations - All calculations of point standings, including any additional or deduction of points to Offeror submittals shall occur at a meeting of the Evaluation Committee with all members in attendance.

5.4.6.10 Notice of Award – The Procurement Department will notify all Finalist Offerors in writing of the final determination of the Evaluation Committee.

**APPENDIX A**

**REQUEST FOR PROPOSALS  
ACKNOWLEDGEMENT OF RECEIPT FORM**

**RFP NO. 12-041SS-AM  
TRANSLATION AND INTERPRETATION SERVICES**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Attachment I.

The acknowledgement of receipt must be should and returned to the Procurement Manager no later than close of business on June 13, 2012. Only potential offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all offeror written questions and the Agency's written responses to those questions as well as RFP amendments if any are issued. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY MUST SIGN ALL RFPs. RFPs NOT SIGNED MAY BE CONSIDERED AS NON-RESPONSIVE AND WILL BE REJECTED.**

**FIRM:** \_\_\_\_\_

**REPRESENTED BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **PHONE NO.:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_ **FAX NO.:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**This name and address will be used for all correspondence related to the Request for Proposal.**

**Firm does/does not (circle one) intend to respond to this Request for Proposals.**

*Sandra Sanchez, C.P.M., A.P.P.  
Procurement Manager  
Albuquerque Public Schools  
P.O. Box 25704  
Albuquerque, NM 87125  
Phone number (505) 878-6116  
Fax number (505) 830-1161  
E-mail: sanchez\_ss@aps.edu*

**APPENDIX B**

**LETTER OF TRANSMITTAL FORM (VOLUME #1)**

**RFP #12-041SS-AM  
TRANSLATION AND INTERPRETATION SERVICES**

Item #1 to 4 EACH **MUST** BE RESPONDED TO, Failure to respond to all four items **WILL RESULT** IN THE DISQUALIFICATION OF THE PROPSAL.

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/Fax number |  |

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

|                      |  |
|----------------------|--|
| Name                 |  |
| Title                |  |
| E-Mail Address       |  |
| Telephone/Fax number |  |

4. For the person to be contacted for clarifications:

|                      |  |
|----------------------|--|
| Name                 |  |
| Title                |  |
| E-Mail Address       |  |
| Telephone/Fax number |  |

- On behalf of the submitting organization named in Item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph 2.3.1.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of 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.)

**APPENDIX C**

**NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM**

**RFP NO. 12-041SS-AM**

**TRANSLATION AND INTERPRETATION SERVICES**

1. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place and agree to maintain the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than August 1, 2012, if the expected annual value in the aggregate of any and all contracts between Contractor and APS exceed \$250,000.00 dollars.
  
2. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the APS.
  
3. Contractor agrees to advise all employees of the availability of State publically finance health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwemexico.state.nm.us/>.

Signature of Offeror: \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX D**

**COST RESPONSE FORM**

**RFP NO. 12-041SS-AM  
TRANSLATION AND INTERPRETATION SERVICES**

The Offeror listed below submits the following rate per word, per page and/or hourly rate does not including New Mexico Gross Receipts Tax for translation and interpreter services to complete the requirements as outlined in this RFP for the Albuquerque Public Schools Translation and Interpretation Department. APS will consider all rates and will award based on the best interest of the District.

The cost will be evaluated by either the rate per word, per page and/or hourly rate or a combination thereof. Since there are several cost option scenarios, points will be calculated to reach an applies-to-applies comparison within each scenario that is in the best interest of APS. The Evaluation Committee will determine the scenario that is most advantageous to APS after reviewing all Offeror's responses.

**Area 1 – Translation Services**

**Rate per Word:**        \$ \_\_\_\_\_

**Rate per Page**        \$ \_\_\_\_\_

**Rate per Document** \$ \_\_\_\_\_

**Hourly Rate**        \$ \_\_\_\_\_

**Area 2 – Interpretation Services**

**Hourly Rate:**        \$ \_\_\_\_\_

Additional sheets may be attached.

*Cost Proposal(s )must be submitted in Volume #2 only and identified with the Offeror's name and "COST PROPOSAL". Your proposal may be considered non-responsive if not submitted in a sealed envelope.*

**Offeror Name:** \_\_\_\_\_

## APPENDIX E

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM RFP NO. 12-041SS-AM TRANSLATION AND INTREPRETATION SERVICES

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) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
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)

**APPENDIX F**

**CONFLICT OF INTEREST AND  
DEBARMENT/SUSPENSION CERTIFICATION FORM  
TRANSLATION AND INTREPRETATION SERVICES  
RFP NO. 12-041SS-AM**

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to Albuquerque Public Schools in response to the above referenced 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. \_\_\_\_\_

**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 Procurement 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 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: \_\_\_\_\_

Name of Person Signing (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Company (typed or printed): \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

**APPENDIX G**

**TRANSLATION AND INTEPRETATION COORDINATOR**

**TERMS AND CONDITIONS  
STATEMENT OF CONFIDENTIALITY**

**RFP NO 12-041SS-AM  
TRANSLATION AND INTEPRETATION SERVICES**

The undersigned employee of/subcontractor to \_\_\_\_\_, hereinafter referred to as "Contractor", agrees, during the term of the Contract between Contractor and the Albuquerque Public Schools Office of the Translation and Interpretation Coordinator (TAIC) and forever thereafter, to keep confidential all information and material provided by TAIC 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 any client, vendor, or other party transacting business with TAIC, and not to release, use or disclose the same except with the prior written permission of TAIC. This obligation shall survive the termination or cancellation of the Contract between Contractor and TAIC 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 TAIC, or to the owner of such information, inadequately compensable in damages and that, accordingly, TAIC 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)

\_\_\_\_\_  
(Date)

**APPENDIX H**

**OFFEROR INFORMATION/SIGNATURE PAGE**

**TRANSLATION AND INTERPRETATION SERVICES  
RFP NO. 12-041SS-AM**

THE UNDERSIGNED AGREES TO FURNISH SERVICES AND MATERIALS AS REQUIRED BY THE TERMS AND CONDITIONS OF THIS PROPOSAL DURING THE TIME PERIOD SPECIFIED. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY MUST SIGN ALL RFPs. RFPs NOT SIGNED WILL BE CONSIDERED AS NON-RESPONSIVE AND WILL BE REJECTED.**

PLEASE RETURN THIS PAGE COMPLETED IN FULL WITH YOUR PROPOSAL.

NAME OF FIRM OR OFFEROR \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

PO BOX \_\_\_\_\_

CITY/STATE/ZIP CODE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

\_\_\_\_\_  
TYPE OR PRINT NAME OF ABOVE

\_\_\_\_\_  
TITLE

ALTERNATE CONTACT \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

PO BOX \_\_\_\_\_

CITY/STATE/ZIP CODE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

ALTERNATE SIGNATURE \_\_\_\_\_

\_\_\_\_\_  
TYPE OR PRINT NAME OF ABOVE

\_\_\_\_\_  
TITLE

**APPENDIX I**

**SUBMITTALS CHECK OFF LIST  
TRANSLATION AND INTREPATATION SERVICES  
RFP NO. 12-041SS-AM**

|     | <b>Appendix</b>  | <b>Volume #1<br/>Yes/No</b> | <b>Volume #2<br/>Yes/No</b> | <b>Signed</b> |
|-----|--|-----------------------------|-----------------------------|---------------|
| 1.  | Acknowledgement of Receipt Form (Appendix A)<br>(Can be faxed or emailed)      |                             | X _____                     |               |
| 2.  | Letter of Transmittal Form (Appendix B)  | X _____                     | X _____                     |               |
| 3.  | New Mexico Employees Health Coverage Form<br>(Appendix C)                      |                             | X _____                     |               |
| 4.  | Fee Response Form (Appendix D)   |                             | X _____                     |               |
| 5.  | Campaign Contribution Disclosure Form (Appendix E)                             |                             | X _____                     |               |
| 6.  | Conflict of Interest and Debarment Form (Appendix F)                           |                             | X _____                     |               |
| 7.  | Statement of Confidentiality Form(Appendix G)                                  |                             | X _____                     |               |
| 8.  | Offeror Information/Signature Page (Appendix H)                                |                             | X _____                     |               |
| 9.  | New Mexico Auto Liability Insurance  |                             | X _____                     |               |
| 10. | Submittal Check off List (Appendix I)  |                             | X _____                     |               |
| 11. | Addendum(s) (if applicable) (E-mail replies are<br>unacceptable in this case.) |                             | X _____                     |               |
| 12. | Verified all pages are numbered and included in each<br>individual volume.     | X _____                     | X _____                     |               |

**Note: All original appendices must be included in Volume #2 except as noted above. Appendices not included in Volume #1 or #2 will be considered non-responsive and may be rejected.**

**Documents must be in a sealed envelope(s)/box(es) with RFP number, company name, address, city state, ZIP code, and the date and time by proposal due date and time.**

\_\_\_\_\_  
Offeror Company Name

\_\_\_\_\_  
Authorized Printed Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date