



**ALBUQUERQUE
PUBLIC SCHOOLS**

PRICE AGREEMENT NO. 14829
AMENDMENT NO.

ALBUQUERQUE PUBLIC SCHOOLS - PROCUREMENT DIVISION
PO BOX 25704
ALBUQUERQUE, NEW MEXICO 87125
PHONE (505) 881-8415
FAX (505) 830-1161

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R

Martha Williams
10505 Safford PL NW
Albuquerque, NM 87114

SHIP TO

Special Education Dept.
6400 Uptown Uptown Blvd NE, Ste 200 W
Albuquerque, NM 87110

ATTENTION
OF

Valerie Smith, Jeff Renegar

DATE	VENDOR CODE
8/1/2017	44898

The Procurement Code, Sections 13-1-28 through 13-1-109 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

PLEASE SHOW PRICE AGREEMENT NUMBER ON ALL INVOICES, SHIPPING PAPERS, PACKAGES, CORRESPONDENCE, ETC. INVOICE IN DUPLICATE.

ITEMS, TERMS, & CONDITIONS

PRICE AGREEMENT

Signed Language Services for Special Education

Contract Term: August 1, 2017 - February 19, 2018

Per terms and conditions of: 14-0358C-AM

Board Approved: N/A

SERVICES AND/OR GOODS TO BE PROVIDED: The Contractor shall provide the good(s) and/or service(s), as defined in this agreement, on an "as ordered" basis. This is not an order and no funds are obligated under this Pricing Agreement. Funds are obligated by approved purchase orders on an "as needed" basis. Contractor shall receive separate individual Purchase Orders for each individual requests.

MINIMUM AMOUNT: Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with this pricing agreement.

Rate: NIC Certified \$30 per hour plus NMGR.T

Amendments: This Pricing Agreement shall not be altered, changed, or amended except by written agreement signed by both parties.

Reason for Amendment: New Price Agreement

Contact: Martha Williams

Phone: 505-350-7172

Email: martiwilliams7@gmail.com

PROCUREMENT DIVISION AUTHORIZED SIGNATURE

Steven L. Carpenter 8/1/17

Date

VENDOR AUTHORIZED SIGNATURE

Martha Williams

Date

ALBUQUERQUE PUBLIC SCHOOLS (APS) GENERAL TERMS AND CONDITIONS

1. INSPECTION. The materials, supplies or services furnished shall be exactly as specified in this order, free from defects in Seller's design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by APS at all times and places. If, prior to final acceptance, any materials, supplies or services are found to be defective or not as specified, APS may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies, or services at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such defects within a time deemed reasonable by APS, APS may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies and services and, in addition to any other costs for which Seller may become liable to APS under other provisions of this order, shall reimburse APS for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted materials, supplies and services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud. Any test programs and procedures required by the specifications are in addition to, and do not limit, APS's rights provided in this Paragraph.

2. WARRANTIES. Seller warrants the materials, supplies or services furnished to be exactly as specified in this order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties, express or implied are incorporated herein.

3. ASSIGNMENT. Neither the order nor any interest therein, nor claim thereunder shall be assigned or transferred by the Seller except as authorized in writing by APS. No assignment or transfer shall relieve the Seller from its obligations and liabilities.

4. CHANGES. APS may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of APS. Any claim of Seller for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless APS waives this condition. Nothing in this Paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.

5. LABOR DISPUTES. Seller shall give prompt notice to APS of any actual or potential labor dispute which delays or may delay timely performance of this order.

6. TERMINATION AND DELAYS. APS may by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. APS shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by APS with respect to the undelivered or unaccepted portion of this order; provided compensation hereunder shall in no event exceed the total order price. Such amount will be limited to the Seller's actual cost and shall not include anticipated profits.

APS may by written notice terminate this order for Seller's default, in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the items or services or to perform the services within the time specified or any written extension thereof. In such event, APS may purchase or otherwise secure items or services and, except as otherwise provided herein, Seller shall be liable to APS for any excess costs occasioned APS thereby, including incidental and consequential damages.

If, after notice of termination for default, APS determines that the Seller was not in default or that the failure to perform this order is due to causes beyond the control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of APS, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of APS, unless it shall be determined that the items or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.

If APS determines that Seller has been delayed in the work due to causes beyond the control and without the fault and negligence of the Seller, APS may extend the time for completion of the work called for by this order, when promptly applied for in writing by the Seller; and if such delay is due to failure of APS, not caused or contributed by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Paragraph. Sole remedy of Seller in event of delay by failure of APS to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits.

The rights and remedies of APS provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order. As used in this Paragraph, the word "Seller" includes Seller and its sub suppliers at any tier.

7. AFFIRMATIVE ACTION. Seller shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Seller agrees to adhere to the principle set forth in Executive Order 11246 and 11375, and to undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy effectively to all persons concerned within Seller's company, with outside recruiting services and the minority community at large; to provide APS on request a breakdown of its labor force by ethnic group, sex, and job category; and to discuss with APS its policies and practices relating to its affirmative action program.

8. INDEMNIFICATION AND INSURANCE. Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performances of the work by Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of APS. Seller shall indemnify and hold harmless APS, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts covering the above obligation and will maintain workers' compensation coverage covering all employees performing this order on premises occupied by or under the control of APS.

9. PATENT AND COPYRIGHT INDEMNITY. Seller shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property rights, Seller shall indemnify and hold APS harmless from any cost, expense, damage, or loss resulting therefrom.

10. DISCOUNTS. APS will take advantage of prompt payment discounts whenever possible; however these will not be used as a means to determine the low responsive and responsible bidder. Any discount period will not begin until the materials, supplies or services have been received and accepted and a correct invoice submitted for payment. If testing is required, discount period will not begin until such tests are satisfactorily completed.

11. CONTINGENCY FEES. Seller warrants that no person or selling agency has been employed or retained to solicit or secure this order upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained or utilized by Seller for the purpose of securing business. For violation or breach of this warranty, APS shall have the right to annul this order without liability or, at its discretion, to deduct from this order, price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

12. PENALTIES. The New Mexico Procurement Code (NMSA 1978) imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose penalties for bribes, gratuities and kickbacks.

13. TITLE AND DELIVERY. Title to the materials and supplies passed hereunder shall pass to APS at the F.O.B. point specified subject to the right of APS to reject upon inspection. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from APS's Purchasing Department. Order is subject to termination for failure to make timely delivery.

14. TAX STATUS. APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of tax on the purchase of tangible personal property. This certificate will be issued upon request. It is not valid for the purchase of services including construction, or materials that become part of a construction project or for the lease of property. Seller is responsible for payment of all applicable taxes, which will be added to invoice as a separate item at the current rate.

15. APPLICABLE LAWS. If this order is a subcontract under a U.S. Government Prime Contract, applicable clauses of the Federal Acquisition Regulations are incorporated herein by reference. Any provision required to be included in a contract of this type by any applicable and valid Executive Order, federal, state or local law, ordinance, rule or regulation also shall be deemed to be incorporated herein. Any contract or litigation resulting from acceptance of this purchase order will be construed according to the laws of the State of New Mexico unless otherwise stated.

THIS IS TO CERTIFY THAT

Martha L Williams

is licensed / registered by the New Mexico Regulation and Licensing Department
in accordance with provisions of laws in the State of New Mexico

License / Registration No. # CS00151	License / Registration Type Community Signed Language Interpreter
Issue Date 06/26/2012	Expiration Date 09/30/2018

The holder is prohibited by law from using this identification card to give the
impression that they are in any way connected with a governmental agency

Signature of holder:



State of New Mexico

**SIGNED LANGUAGE INTERPRETING
PRACTICES BOARD**



PO Box 25101 Santa Fe, NM 87504 (505) 476-4622

This is to certify that
Martha L Williams #CS00151

Having complied with the provisions of the New Mexico Signed Language Interpreting
Practice Act is hereby granted a license to practice as a

Licensed Community Signed Language Interpreter

Issue Date: 06/26/2012 Date Expires: 09/30/2018

THIS LICENSE MUST BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS

Albuquerque Public Schools
Special Education Department
6400 Uptown Blvd NE, Suite 200 W
Albuquerque NM 87110

Martha Williams
Sign Language Interpreter
10505 Safford PL NW
Albuquerque NM 87114

Special Education Department,

5/20/2017

I have been working professionally as an American Sign Language Interpreter for 11 years in various settings including but not limited to working for Albuquerque Public Schools, Central New Mexico Community College, University of New Mexico and New Mexico Highlands University. I have also worked as a freelance sign language interpreter doing various assignments throughout the community for a couple of different agencies that offer work to interpreters here in town. This work has included medical environments that may be doctors visits, surgeries follow up appointments and various other medical needs. I have also done a bit of stage interpreting which I very much enjoyed and of course other educational settings. I have done IEPs, and parent teacher conferences and workshops. Very rarely but every now and then I have interpreted at several different conferences as well. Lastly regarding my own experience as a sign language interpreter I have done Video Relay Service, VRS interpreting as well as Video Remote Interpreting, VRI.

I have a love for stage interpreting as well as classroom interpreting. I enjoy learning new things everyday and I feel that each time I can be in the classroom I am able to learn something new that I may apply to my life. I often feel that the students can teach me just as much as I am able to help them.

I feel that it is important to keep my billing practices as ethical and timely as possible. Having worked as a director of operations as well as a deaf services manager I know how hard billing can be to the various

approvers. I always list the date of service the clients initials and the description of the job as well as the total hours of service, with the subtotal and the gross receipts amount and the final amount included. I always try to keep up with the invoicing periods as the requestor requests.

In the future, I would like to spend some time getting into the legal realm of sign language interpreting at some point. I feel the more that I am able to expand my experience in all areas of the profession the better interpreter that I will be. However, my long term goals over the next five years would be to buy a new home, preferably in Rio Rancho New Mexico or somewhere on the westside of Albuquerque, go back to school and get a master's degree. I have seriously considered taking on a role as a teacher as I feel I could be a good teacher. I enjoy being able to impart knowledge, as well as learning new things myself. If I were not to become a teacher there is always the possibility of a career in the medical profession. I began my schooling as an emergency medical technician and there is still a love for science and medicine.

I do have quite a bit of experience working with children as I currently have four children that live with me in my home ranging in ages from fourteen to three years old. Prior to having my own children I did work in a residential treatment center for youths that ranged from ages eleven years old to eighteen years old. I worked full time with children who had various emotional and physical disabilities and do have the patience to work with young children.

The last piece of information about myself that I can state is that while I do think that being able to provide a work sample is very important to be able to have on hand, as an interpreter I always try to match the clients preference as best as possible and while I know that not every interpreter will be a good fit for every client, I do believe that with each interaction there can be an opportunity to learn and to grow as an interpreter.

If you have any further questions or comments for me feel free to contact me at anytime and I will try to answer them as best as possible.

Thank you

A handwritten signature in cursive script, appearing to read "Martha Williams". The signature is fluid and connected, with a long horizontal stroke at the end.

Martha Williams

Martha Williams
10505 Safford Pl NW
Albuquerque NM 87114
Martiwilliams7@gmail.com
(505) 350-7172

Objective: Seeking a position as a sign language interpreter that will enable me to utilize my skills to make a positive contribution in the lives of the Deaf and Hard of Hearing by providing opportunities for open communication with others.

Education: **University Of New Mexico**
Completed Sign Language Interpreting Program 2005,
North Orange County Regional Occupational Program
Emergency Medical Technician-B 1999

Employment:

Quietly Connected Interpreting, LLC **April 2015-Present**

Freelance Sub-Contracted American Sign Language Interpreter

Central New Mexico Community College
Deaf Services Manager **October 2014-February 2016**

Coordinated Interpreters Schedules based on student and staff needs, Developed an interpreter Handbook establishing Policies and procedures, Supervised Full Time staff Interpreters as well as contract interpreters, Coordinated accessibility services for Deaf, captioning, and CART services, Mentored Associate level interpreters, Overseeing functions of the office on a daily basis, Served on Boards and committee's as an advisor, Interpreting as needed, Maintaining invoices and purchase orders for subcontractors

ZVRS, Video Interpreter **Nov. 2013-March 2015**

Facilitated communications for Deaf and Hard of Hearing callers, Maintained all certifications and kept up to date on all of Z policies and procedures, Participated in ZVRS events and focus groups as needed

Community Outreach Program for the Deaf **August 2013-Present**

Freelance Sub-contracted Sign Language Interpreter, Facilitating Communications for Deaf and Hard of Hearing Clients and Customer

WeInterpret.net, Director of Operations **March 2012-August 2013**

Sign Language Interpreter On-Site and VRI ,Scheduled interpreters for On-site jobs, maintained 24 hour coverage, VRI scheduling for interpreters, VRI billing for interp reters, VRI training for customers and interpreters, Maintaining the VRI email account for customers and interpreters, Gross receipts taxes for New Mexico, Onsite billing for New

Mexico to customers, Rollover customers contract negotiations, VRI billing, RFP writing Nationwide, Maintaining website as well as other small changes on the website, Overseeing the management of workshops and discussion groups as well as presenting on various topics monthly, Assisting with sales calls, After hours assistance with VRI scheduling emergency line, Complaints from customers about interpreters or issues on VRI

WeInterpret.net Office Manager

July 2011-March 2012

Sign Language Interpreter, Managed small local office for interpreting agency, Scheduled onsite interpreters, handled invoicing and billing, Entered requests for customers and handled any complaints, Assisted with screening interpreters, Maintained all records for interpreters and customers

Santa Fe Community College

Aug. 2008-Present

On Call Sign Language Interpreter, Provide Sign Language Interpreting Services for Deaf and Hard of Hearing students attending the college

Central New Mexico College

Aug. 2008- October 2014

Sub Contracted Sign Language Interpreter, Provide Sign Language Interpreting Services for Deaf and Hard of Hearing students attending the college on an as needed basis.

New Mexico School for the Deaf

Dec. 2007- July 2011

Sign Language Interpreter

New Mexico Highlands University

April 2007 - July 2011

Sign Language Interpreter

University of New Mexico

Aug. 2006 - Present

Sign Language Interpreter

References:

Molly Keefe,
Sign Language Interpreter
(505) 974-5654
Mkeefe688@gmail.com

Nancy Mckenzie
Personal Friend
(254) 289-6771
nmckenz1@aol.com

Ariane Buchanon
Sign Language Interpreter
(505) 363-9207
arianebuchanan@gmail.com