

Albuquerque Public Schools
REQUEST FOR QUALIFICATIONS
(RFQ)

RFQ # 17-061RA-SS

Translation and Interpretation Services



RFQ DUE TIME AND DATE: 03/02/17 @ 2:00 PM (LOCAL TIME)
PRE-PROPOSAL MEETING: 02/10/17 @ 10:00 AM (LOCAL TIME)
PRE_PROPOSAL LOCATION: 6400 Uptown Blvd. NE. 6th floor, West Tower
Language & Cultural Equity Dept. Conference Room
PURCHASING CONTACT: Renette Apodaca at 505-878-6112
E-MAIL: Renette.Apodaca@aps.edu

LOCATION:
Albuquerque Public Schools
Procurement Department
6400 Uptown Blvd. NE, Suite 500E
Albuquerque, NM 87110

OFFICIAL CONTACTS ONLY

This RFQ contains restrictions on contact with Board of Education and APS Staff. Violation of this policy may lead to disqualification. See item 4 (Page 3) of General Instructions of this document.

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GENERAL INSTRUCTIONS

1. Requests for qualifications (RFQ) will be received at the Albuquerque Public Schools Procurement Office no later than 03/02/17 at 2:00 P.M. (Local time) at which time the said proposals will be opened and recorded as received.

Albuquerque Public Schools (APS) seeks qualified, professional vendors to provide Interpretation and Translation services in various languages in accordance with the specifications contained in this Request for Qualifications (RFQ). In particular, the services requested herein and to be provided under any contract awarded as a result of this RFQ are for interpretation and translation projects as needed by the district.

This RFQ is intended to solicit responses from interpreters that are interested in providing interpretation services for education meetings, parent conferences, student hearings, and other such meetings and events as requested by the APS Translation and Interpretation Services (TIS) Office, as well as translators to translate written documents as requested by the TIS office or the Special Education Department.

The scope of procurement is to secure an agreement with interpreters and translators who have the ability, will, and resources to provide language services as needed by the district. Interpreters, in various languages, will work directly with the TIS office for oral interpretation on a per hour or per minute basis. Translators, in various languages, will work directly with the TIS office for document translation on a per word or per page basis. Translators will work with the Special Education Department in a flat rate basis to provide English to Spanish translation of school and district documents.

2. "The Purchaser" as used in these specifications shall refer to Albuquerque Public Schools (APS).

3. Albuquerque Public Schools is seeking proposals from qualified individuals and/or companies in accordance with the RFQ scope of work.

4. Any inquiries or requests regarding clarification of this procurement document shall be submitted to the buyer in writing. Buyer contact information is Renette Apodaca and email is Renette.Apodaca@aps.edu. Offerors may contact **ONLY** the buyer regarding the terminology stated in the procurement documents. Other APS employees do not have the authority to respond on behalf of APS. Offerors **MAY NOT** contact other District Departments or employees. Any contact with a District Departments or employee may automatically result in a rejection of any proposal. Any other communication will be considered unofficial and non-binding. Communication directed to parties other than the Buyer will have no legal bearing on this RFQ or the resulting contract(s). Any response made by the District will be provided in writing to all Proposers by addendum, no verbal responses shall be authoritative.

5. Any contact during the RFQ evaluation process, or attempt to have contact with the Evaluation Committee, where it is unsolicited by the Evaluation Committee's members, is grounds for disqualification of your offer.

6. Offerors should promptly notify the Buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFQ.

7. No Addendum will be issued later than FIVE (5) days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Qualifications or one which includes postponement of the date for receipt of Proposals.

8. The envelope containing the completed request for qualification **must** be marked "Request for Qualifications" and corresponding RFQ # and addressed as follows:

Albuquerque Public Schools

Physical Address

6400 Uptown Blvd. NE, Suite 500 E
Albuquerque NM 87110

Mailing Address (Allow 5 additional days)

P.O. Box 25704
Albuquerque NM 87125-0704

9. Any and all Proposals not received by the Proposal submission date and time shall be rejected. No late proposals will be accepted under any circumstances, not even if Delivery Company is late. It is recommended to send your proposal early.

10. APS may in its sole discretion extend the time for the submission of offers upon a finding that it is in the interest of the District to do so. Such extensions shall be by addendum, which may be issued before the submission due date.

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

“Agency” shall mean Albuquerque Public Schools (APS)

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

“Contractor” shall mean successful Offeror.

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

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

“Evaluation Committee” shall mean a body of District employees or other representatives assigned to perform the evaluation of Offeror proposals.

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

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

“Offeror” or “Proposer” is any person, corporation, or partnership who chooses to submit a proposal or a bid.

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

“Request for Qualifications” or “RFQ” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

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

“Responsive Offer” shall mean an offer, which conforms in all material respects to the requirements set forth in the request for qualifications.

12. Any exceptions to the scope of work and/or specifications shall be listed separately in the offer and unless otherwise stated, specifications attached are the minimum requirements. Minor deviations to the specifications as listed, may be considered.

13. This request for qualifications may be canceled or proposals may be rejected in whole or in part when it is in the best interest of Albuquerque Public Schools.

14. The District reserves the right in its sole discretion to waive minor informalities in offers submitted provided that such informalities have no effect on price, quality, quantity, fitness, delivery or any matter to be evaluated in making a selection and confer no material advantage on the Offeror who’s non conformity is waived.

15. Any sole response that is received may be rejected by the District depending on available competition and timely needs of the District. The District reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the District.

16. All costs incurred by a Proposer in connection with responding to this RFQ, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the District will be borne by the Proposer.

17. This procurement in no manner obligates Albuquerque Public Schools until a valid signed contract or valid Purchase Order is executed.

18. The District may add to or delete from the Scope of Work set forth in this RFQ.

19. The District reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFQ.

20. The District reserves the right to discontinue negotiations with any selected Proposer.

21. In submitting an offer to this invitation, the Contractor certifies that the Contractor has not, either directly or indirectly, entered into action in restraint of full competition in connection with the proposal submitted to the District.

22. The contents of the proposals will be kept confidential until APS awards a contract. At that time, all proposal documents pertaining to this procurement will be open to the public, except for the material, which is proprietary or confidential. The Procurement Department will not disclose or make public any pages of a bid on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the offer in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as trade secret in accordance with the Uniform Trade Secrets Act, 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.

23. Where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. If a vendor proposes an "equal" to scope of work/specifications, reserves the right to refuse any or all proposals and is the sole interpreter of the scope of work/specifications and sole judge as to whether the "equal" proposed complies with the scope of work/specifications.

24. By responding to this RFQ, Proposers acknowledge and agree to the terms and conditions set forth in this RFQ.

25. Offeror shall submit one (1) original proposal and three (3) identical copies. Fax copies are not accepted.

TERMS AND CONDITIONS

1. **TERM:** APS reserves to right to procure the services/goods as described in this RFQ and enter into a one (1) year contract, plus an additional one-year extension, not to exceed a total of six (6) years. The District will determine which is most advantageous and in the best interest of the District.

2. **NON-APPROPRIATION:** The District's obligation to make payment under the terms of this RFQ is contingent upon its appropriation of sufficient funds to make those payments. If the District does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Contractor. The District determination that sufficient funds have not been appropriated is firm, binding and not subject to review.

3. **PROCUREMENT CODE:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

4. **TERMINATION:** Either party may terminate this contract as follows:

A. Termination by the Contractor

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

B. Termination by the District

1. For Cause

- a. The occurrence of either one of the following events will justify termination for cause:
 - i. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
 - ii. Contractor's violation in any substantial way of any provisions of this contract.
- b. If either one of the events identified above occur, the District may, after giving Contractor (and the surety, if any) ten (10) days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.
- c. Where Contractor's services have been so terminated by the District, the termination will not affect any rights or remedies of District against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the District will not release the Contractor from liability.

2. For Convenience

- a. Upon ten (10) days written notice to contractor, APS may without cause and without prejudice to any other right or remedy of APS, elect to terminate the contract.
- b. In such case, Contractor shall be paid (without duplication of any items):

- i. for completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination,
 - ii. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.
- c. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

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

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

General Liability Insurance – per occurrence	\$1,000,000
General Aggregate - \$1,000,000	
Product/completed operations aggregate \$1,000,000	
Bodily injury, per occurrence	\$1,000,000
Medical and medically-related expenses	\$5,000
Vehicle bodily injury, each occurrence, excluding medical and medically related expenses	\$750,000
Property Damage, per occurrence	\$1,000,000

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

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

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

7. AUDIT: The District reserves the right to audit the contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by District personnel or a third party under contract with the District. The District shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from the District the

contractor agrees to fully cooperate with the auditors. If contractor subcontracts any portion of its obligation to another party, contractor shall guarantee District's access to books and records of such party.

8. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for the District. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the District as a result of this procurement.

9. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 13-1-129, proposers are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded proposer. Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with no obligation by Albuquerque Public Schools

10. **DEBARMENT OR SUSPENSION:** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the District and shall not be considered for award of the contract during the period for which it is debarred or suspended with the District.

11. **CONFLICT OF INTEREST:** By submitting a proposal, the proposer certifies that no relationship exists between the proposer and the District that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to the District.

12. **NON-DISCLOSURE:** The proposer shall not disclose any information relating to students, and employees of APS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless APS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.

13. **PAYMENT:** Any invoice received and payment made shall be subject to District's terms and conditions (NET 30) unless specifically waived by District in a separate written document and not this RFQ or any response.

PROTESTS

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

2. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a

determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (13-1-173 NMSA 1978).

3. The Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (13-1-174 NMSA 1978).

4. The Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall:

A. State the reasons for the action taken; and

B. Inform the protestant of the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.

5. A copy of the determination issued under 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (13-1-176 NMSA 1978).

RFQ SCHEDULE

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

Action	Responsibility	Date
Issue of RFQ	District	01/20/17
Non-Mandatory Pre-proposal Meeting Language & Cultural Equity Dept. 6400 Uptown Blvd. NE 6 th Floor – West Tower Department Conference Room	District and Offerors	02/10/17 @ 10:00 am (local time)
Deadline for Questions	Offeror	02/21/17 @ 5:00 pm (local time)
Submission of Proposal	Offeror	03/02/17 @ 2:00 pm (local time)
Onsite Testing (if applicable)	District and Offeror	TBD
Evaluation of Proposals	Evaluation Committee	TBD
*Finalist’s Interviews	Evaluation Committee	TBD
Contract Negotiations	District Purchasing	TBD
<p>*The selection committee <i>may</i> interview the Offeror(s) of the top rated proposals; however, contracts may be awarded without such interviews and based solely on written offers.</p> <p>This schedule is subject to change.</p>		

BACKGROUND

Translation and Interpretation Services (TIS) was founded in 1997, after the Office of Civil Rights (OCR) and APS reached an agreement requiring that persons with limited English proficiency be provided equal access to programs and activities in their own language. Consequently, the TIS office was created as part of the Language and Cultural Equity Department, to meet OCR requirements.

TIS provides translation and interpretation services for schools to facilitate communication with limited English speaking parents only. The TIS office does not provide services for outside agencies, students or staff. More than 95% of requests are for Spanish, followed by Vietnamese, Chinese, Farsi, and Arabic. However, the TIS office will serve any language requested to the best of its ability and with the resources available.

The TIS office coordinators are responsible for the coordination of translation and interpretation services. The office is tasked with facilitating essential and meaningful communication between parents and school personnel at various locations throughout the district.

TIS serves the entire Albuquerque Public School District, with the exception of charter schools, which as of school year 2016-2017 includes over 140 schools. For school year 2015-2016 the TIS office received almost 3000 requests for translation services and 5,000 requests for interpretation services. Requests over the years have increased and the TIS office projects that this trend will continue. A detailed manual for contractors is included in the appendix of this RFQ.

SCOPE OF WORK

The selected vendor(s) will provide interpreting and translating services for the Albuquerque Public Schools District on an “as-needed” basis throughout the year as per this RFQ and Contractors Manual (attached to this RFQ).

The TIS office coordinator(s) or designee at each department, school and/or various locations will provide work space, telephone, utilities and support services for interpretation related assignments for the interpreter to use as part of this contract. The TIS office will be the primary contact and will coordinate interpretation and rate per word translation services (Area I and Area II) for other departments, schools, and/or other locations with the successful contractor.

The Special Education Department will be the primary contact and will coordinate English to Spanish translations of flat rate documents (Area III) with the successful contractor.

This RFQ includes three areas of work performance and Bidders will need to specify for which areas they are providing a submittal in Form B.

Scope of Work- Additional Terms and Conditions

- Rate escalation may be considered with documented proof of court certification or other recognized professional certification, such as medical translation or interpretation certification(s).

- After the initial due date, this solicitation is an open-ended RFQ for scarce languages. Vendors may submit a response to this solicitation any anytime the solicitation is open. This solicitation will remain open for submission of responses for scarce languages for a period of up to six (6) years from the issuance date. The District shall have the right to close/end this solicitation for submission at any time prior to the six (6) year period. If it is in the best interest of the District.
- For the life of this Procurement, APS reserves the right to award contracts, to individuals or firms who can provide individuals, who provide languages and who meet all the criteria of. The contractor must meet and agree to the terms & conditions and compensation listed. Individuals or firms must submit, to Procurement, all the requirements/documents that are listed in submittal requirements.

Area I - Interpretation – Various Languages

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

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

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

- level of education
- verifiable documented years of experience working in the field of education
- verifiable documented years of experience as an interpreter
- current valid certification(s)

Due to the limited budget for English-Spanish interpreters, listed below are the rate ranges that APS will pay for interpreters based on the above mentioned factors. For languages other than Spanish APS will also take into account the scarcity of interpreters working in specific languages when determining hourly rates.

For all languages, bidder shall indicate the level of education, years of experience, years of experience in an educational setting, and type of certification(s).

The hourly rate does not include New Mexico Gross Receipts Tax for interpreter services. Local APS travel time and/or mileage does not apply and will not be reimbursed. Bidder is expected to provide his/her own transportation to attend interpretation assignments.

The hiring committee will determine the pay scale. Verifiable documentation must be included in this section in order to receive the highest rate for an interpreter. APS will determine Contractor's rate.

Table I

Item	Hourly Rate Ranges	Criteria
1.	\$20.00-\$24.99	HS Diploma, demonstrated knowledge of Spanish and English interpreting skills.
2.	\$25.00-\$29.99	Master's Degree, 2 -5 years of experience interpreting
3.	\$30.00-32.99	Bachelor's Degree, 5-10 years of experience interpreting
4.	\$33.00-35.00	Court Certification, other qualified court certification, 10 or more years of experience
5	Above \$35.00	Depending on the scarcity of interpreters in particular languages

Area II - Translation – Rate per word – Various Languages

The Translation and Interpretation Services Office is the owner requiring the work. Therefore, the Contractor cannot accept assignments directly given by school staff without the approval of the TIS office. Receipt and delivery of translation assignments are primarily conducted via email, but the TIS office will work with particular contractor's platforms, if necessary. Translation request are frequent and usually require 1-2 day turnaround, depending on the length of the document.

Proof of certification from the American Translator's Association (ATA) or a minimum of four (4) continuous years translating educational material will be required. Documentation of verifiable experience and/or certification must be provided.

Spanish - English

Due to the limited budget for English-Spanish translators, APS will consider rates ranging from \$0.08 to \$0.13 per word. Specifying whether a contractor will invoice the rate per word based on the target versus the source language may affect scoring. The Evaluation Committee will review all rates to determine the most advantageous to APS after receiving all bidders' responses. The rate per word does not include New Mexico Gross Receipts tax for translation services.

Languages Other Than Spanish

Due to the limited budget for translators, APS will consider rates ranging from \$0.08 to \$0.20. Specifying whether a contractor will invoice the rate per word based on the target versus the source language may affect scoring. The Evaluation Committee will review all rates to determine the most advantageous to APS after receiving all bidders' responses. The rate per word does not include New Mexico Gross Receipts tax for translation services

Area III - Translation – Flat Rate Documents – English to Spanish

The Special Education Department is the owner requiring the translation of specific documents to be translated from English to Spanish at the flat rate determined by said department. The Contractor can only accept assignments from the Special Education Department. Therefore, the Contractor cannot accept Assignments directly given by school staff without the approval of the Special Education Department.

Proof of certification from the American Translator’s Association (ATA) or a minimum of two (2) continuous years translating educational material will be required. Documentation of verifiable experience and/or certification must be provided.

Document flat rates are for Addendums to Individualized Education Program (IEP) documents, and/or IEP documents. This area and rates will be specifically used for and by the Special Education Department. The rate per word does not include New Mexico Gross Receipts tax for translation services.

Item	Document	Flat Rate
1.	Addendum	\$ 40.00
2.	IEP	\$150.00

Required Documentation:

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

Area I – Interpretation – Various Languages

1) Compliance with Contractor’s Code of Ethics and Expectations for Contractors

Contractor shall agree to abide by the Code of Ethics and the Expectations for Contractors.

2) Service Capability

Include a resume with submittal. Indicate length of time in business, certifications acquired, as well as any other information documenting that the Offeror has demonstrated competence, credibility and responsiveness in the past and can be reasonably expected to perform in a like manner in the future.

In addition to a resume the response should also include the following minimum requirements necessary for consideration:

- Indicate level of education acquired
- Availability during school hours (M-F 7:30 a.m. to 4:30 p.m.)
- Availability during evening hours (M-F 5:00 pm to 8:00 p.m.)
- Proof of current auto insurance
- Copy of current business license / registration certificate from the State of New Mexico Taxation and Revenue Department.

3) References

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

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

4) Proof of Certification or On-site evaluation

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

Area II - Translation – Rate per word – Various Languages

1) Compliance with Contractor's Code of Ethics and Expectations for Contractors

Contractor shall agree to abide by the Code of Ethics and the Expectations for Contractors.

2) Service Capability

Include a resume with submittal. Indicate length of time in business, certifications acquired, as well as any other information documenting that the bidder has demonstrated competence, credibility and responsiveness in the past and can be reasonably expected to perform in a like manner in the future.

In addition to a resume the response should also include the following minimum requirements necessary for consideration:

- Proof of certification from the American Translator's Association (ATA) or a minimum of four (4) continuous years translating educational material will be required. Documentation of verifiable experience and/or certification must be provided.

3) References

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

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

Area III - Translation – Flat Rate Documents – English to Spanish

1) Compliance with Contractor's Code of Ethics and Expectations for Contractors

Contractor shall agree to abide by the Code of Ethics and the Expectations for Contractors.

2) Service Capability

Include a resume with submittal. Indicate length of time in business, certifications acquired, as well as any other information documenting that the bidder has demonstrated competence, credibility and responsiveness in the past and can be reasonably expected to perform in a like manner in the future.

In addition to a resume the response should also include the following minimum requirements necessary for consideration:

- Proof of certification from the American Translator's Association (ATA) or a minimum of two (2) continuous years translating educational material will be required. Documentation of verifiable experience and/or certification must be provided.

3) References

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

- Name of individual or company for which services were provided;
- Address of individual or company;
- Name of contact person;
- Telephone number of contact person;

- E-mail address of contact person;
- Type of services provided and dates services were provided.

EVALUATION CRITERIA

	Possible Points	Points This RFQ
Level of Education	25	
Verifiable documented years of experience working in the field of education; including references	25	
Verifiable documented years of experience as an interpreter or translator	25	
Current Valid certification (s)	25	
Total Possible Points	100	
New Mexico Resident Business Preference: Five percent of the total possible points to a resident business. Offeror shall include a copy of their In-State Certificate issued by State of New Mexico Taxation & Revenue Department.	5	
Veteran New Mexico Resident Business Preference: Ten percent of the total possible points to a resident veteran business. To qualify an Offeror must include a copy of their Resident Veteran Certificate issued by State of New Mexico Taxation & Revenue Department, and NM Tax & Revenue documentation of annual business revenue. 10 points for Resident Veteran Business/Contractor with annual revenues of \$3 million or less as verified by State of NM Tax & Revenue.	10	
Total Possible Awarded Points	100-115	

Note: FAILURE to adequately address and meet the above requirements may be cause for the proposal to be deemed non-responsive by the procurement officer.

SUBMITTAL REQUIREMENTS

(For ease of evaluation, Proposals should be formatted in the order as listed below)

The Offeror is particularly encouraged to address all points that will be evaluated as described herein in each point of the evaluation criteria. If a factor of evaluation is not adequately responded to by the Offeror, the Offeror may be determined to be non-responsive. The Offeror should contact Buyer for clarification of evaluation criteria or terminology.

The response packet and all copies should include the following:

- Form A - Professional Information
- Form B – Cost detail
- Resume
- Three (3) Letters of Recommendation/Reference from Clients
- Proof of court certification indicating state and issuance date, if applicable
- Proof of American Translator’s Association certification, if applicable
- For Interpreters only – Proof of current auto insurance
- Signed Campaign Contribution Disclosure Form
- Signed Conflict of Interest and Debarment/Suspension Form
- State of New Mexico Resident Business or Veteran Resident Business Certificate, if applicable
- Copy of current business license/registration certificate from the State of New Mexico Taxation and Revenue Department, if applicable

PROPOSAL CHECKLIST
Albuquerque Public Schools / Procurement Department

Did You:

- Offeror shall submit one (1) original proposal and three (3) identical copies.
- Acknowledge all addenda
- Review all clarifications/questions/answers.
- Clearly mark your proposal with individual or company name, RFQ number on the front of the envelope and opening date.
- Deliver sealed proposal to APS Procurement Office located at 6400 Uptown Blvd. NE, Suite 500 E Albuquerque, New Mexico 87110 before due date.

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

Contact the Purchasing Department immediately if any portion of this RFQ is missing. This form is for your information only and does not need to be submitted with your proposal. This form is not all inclusive and Offerors should read the RFQ carefully to ensure all items are addressed in your proposal.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

“**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) _____ Offeror Business Name _____

**CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM**

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 qualifications.

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: _____

**ALBUQUERQUE PUBLIC SCHOOLS
STATEMENT OF CONFIDENTIALITY**

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

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

Signature

Title

Offeror Business Name

Date