

Administrative Office of the Courts

Supreme Court of New Mexico

Arthur W. Pepin, Director



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REQUEST FOR PROPOSALS SIGN LANGUAGE COORDINATOR AND INTERPRETER SERVICES 2017-LAS-ASL1

Issue Date: December 9, 2016

Proposal Due Date: January 9, 2017, 3:00 pm MST

A. Purpose

This Request for Proposals (RFP) is being issued by the Administrative Office of the Courts (“AOC”) to hire a contractor to provide Sign Language Court Interpreting services and to coordinate court interpreter services for deaf and hard of hearing individuals who are involved in proceedings or other services within the New Mexico State Courts.

This RFP has been developed for the purpose of soliciting, evaluating, and selecting proposals in a fair and competitive manner. If an offeror fails to meet any mandatory qualifications set forth in this RFP, the proposal will be declared nonresponsive.

B. Confirmation of Receipt

Potential offerors **must confirm receipt of this RFP** by sending an e-mail to Paula Couselo-Findikoglu: aocpvc@nmcourts.gov, with “Sign Language Coordinator RFP Confirmation” in the subject line. The body of the e-mail shall include the potential offeror’s name, address, e-mail address, and phone number. Only potential offerors who have confirmed receipt of the RFP will be placed on the “RFP Distribution List” and will receive written answers to questions regarding the RFP and any amendments to the RFP.

C. Procurement Manager/Questions

Questions regarding this RFP must be submitted in writing to Procurement Manager Paula Couselo-Findikoglu, -by e-mail at spanishinterpreters@nmcourts.gov with the phrase “Sign Language Coordinator RFP Question” in the subject line; or by mail to Paula Couselo-Findikoglu, AOC, 237 Don Gaspar, Room 25, Santa Fe, NM 87501.

Written questions must be received by **January 3, 2017**. Written responses will be e-mailed to *all* offerors on the RFP Distribution List on or before **January 6, 2017**.

D. Conditions

All costs incurred in the preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror, whether or not the offeror is the successful offeror.

When it is in the best interest of the State of New Mexico, the RFP may be canceled, or any and all proposals may be rejected in whole or in part.

Any contract awarded as a result of this RFP process may be terminated or reduced in scope if sufficient appropriations or authorizations do not exist. Such termination will be effected by the AOC sending written notice to the contractor. The AOC's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

If the determination is made that there is insufficient funding to continue or complete a program or program activity, the contractor will be compensated for AOC-authorized services performed, prior to that determination. The AOC shall be liable only for payment required under the terms of this Contract for services rendered up to the effective date of termination or expiration.

This provision is not exclusive and does not waive other legal rights and remedies afforded the AOC in the event of circumstances such as contractor defaults or breaches of the terms of the contract. The AOC may withhold a sum from the final payment to the contractor should the AOC deem it necessary to protect the AOC against loss or additional liability.

Any protests of the award must be made in accordance with the Procurement Code, NMSA 1978, Section 13-1-1 to Section 13-1-199.

E. Sequence of Events

See Attachment C for the schedule for the procurement, describing the major procurement events.

F. Scope of Work

The winning Contractor will provide court interpreting services using linguistically appropriate sign language, schedule all freelance sign language interpreters for court hearings and court-related events, and perform other work as assigned by the AOC, for up to twenty (20) hours per week. The Contractor will provide such interpreting services for the Second Judicial District Court, the Bernalillo Metropolitan Court in Albuquerque and other state courts in the State of New Mexico. The majority of the Contractor's time will be allocated to

covering interpreting assignments within regular New Mexico State courts business hours. Additional coordinating work may be assigned outside regular business hours. The Contractor can expect to conduct extensive travel within the State in performance of the duties assigned within the scope of, and/or as otherwise necessary to perform, the terms of the contract.

The initial contract shall begin on or about January 17, 2017. The AOC reserves the right to renew the contract for three (3) additional one-year periods.

1. The Contractor shall perform the following work:
 - a. Coordinate and process statewide requests received from New Mexico courts for sign language interpreting, Communication Access Real-time Translating (CART), conduct language assessments, and coordinate other communication access as necessary in a timely and efficient manner.
 - b. Deliver sign language interpreting services while present at court proceedings, hearings, and direct service contexts (customer service encounters or jury deliberations) at court locations, and may include jails or detention centers, hospitals, or off-site locations determined by the court.
 - c. Deliver Sign Language interpreting services via video from a specified New Mexico State Court location per assignment details from the AOC.
 - d. Provide accurate and complete information as required for reports, statistical reporting purposes and completion of invoices.
 - e. Communicate with court staff and interpreters in a timely and efficient manner regarding Sign Language interpreter coverage.
 - f. Provide other duties as requested by AOC or the assigned courts, which may include, but are not limited to the following:
 1. Participate in meetings at the direction of the AOC.
 2. Coordinate statewide implementation of video remote Sign Language interpreting services.
 3. Conduct training and/or develop training materials for court staff, judges, attorneys, and others regarding services to the deaf community; and
 4. Other duties as assigned by AOC and related to providing communication access to the deaf and hard of hearing persons within the courts.

The contractor must provide timely submission of invoices and backup material as-directed by the AOC.

The AOC will direct and control the manner in which work is performed including conditions under which the Contractor will report; when, where and the manner in which the Contractor

will report; and the job assignments of the Contractor subject to the requirements of the Courts. AOC will set the hours of work for the contractor in accordance with the needs of the Courts.

G. Compensation

The Contractor will be compensated as follows for professional services and travel time:

Signed Language Coordinator/Interpreter	Fee per Hour for Professional Services: Up To \$50.00 DOE	Fee per Hour of Travel Time: up to \$30.00 DOE
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Mileage will be reimbursed at a rate of \$0.39 per mile. Travel expenses will be reimbursed according to AOC policy (Attachment B to the service agreement attached hereto).

The Contractor will be required to maintain all records (including source documentation) as evidence of costs incurred, and submit the records with Contractor’s invoices.

H. Technical Specifications

Offerors must respond to each of the following specifications by listing the specification followed by the Offeror’s response in the same order in which they appear in the RFP.

1. **Mandatory Qualifications**

The Offeror(s) must meet the following mandatory qualifications:

- a. Be classified by the Registry of Interpreters for the Deaf (“RID”) as a Certified Signed Language Interpreter, in one or more of the following certification classes: Certificate of Interpretation/Certificate of Transliteration (CI/CT), Comprehensive Skills Certificate (CSC), National Interpreter Certification – Advanced (NIC-Advanced) , National Interpreter Certification – Master (NIC-Master), Qualified Mental Health Associates (QMHI) and Specialist Certificate: Legal (SC:L).
- b. Hold a New Mexico Community License or have the ability to obtain licensing within thirty days of award.
- c. Must not be a current employee of the State Courts System.
- d. Must have the ability and willingness to comply with the attached model contract.
- e. Must complete the Campaign Contribution Disclosure form (Attachment A).

2. **Experience/History**

Offeror **must** provide a description of his/her experience and history providing and coordinating Sign Language Interpreting Services in the courts and other legal settings. Offeror’s response must also include a description of his/her areas of specialization and expertise. Offerors must include other currently held contracts or agreements with state and/or local government entities or private businesses. The response must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of experience, expertise and knowledge as a provider and coordinator of Court Interpreter Services.

3. Recommendations

Offerors must include two letters of recommendations from clients who received services similar to those proposed by the offeror for this contract.

4. Education

Offerors must describe academic and professional education and their relevance to the duties required by this RFP.

5. Experience Managing or Coordinating the Work of Others

Offerors must include a clear explanation of experience in managing, coordinating, and supervising interpreting services.

6. Experience with Video Remote Interpreting

Offerors must include a description of experience with setting up and performing video-based interpreting services.

7. Narrative Regarding Ethics

Offerors must include a narrative that depicts their understanding of the ethical challenges of the position and the offeror's general awareness of the practical applications of the ethical canons that comprise the RID Code of Professional Conduct, especially as may be applicable to the work of a court interpreter.

8. Oral Presentation

Finalists will be scheduled for an oral presentation with the Evaluation Committee. Handouts, Power Point presentations and other materials should be submitted with the RFP response. Material that is not included in the RFP response cannot be offered during the oral presentation. The oral presentation will be limited to 40 minutes.

I. Business Specifications

1. Letter Proposal: Letter proposal should include the following:

a. Offeror's Information

Offeror's official business name, address (both physical and mailing), telephone, email address, and fax numbers; type of business such as sole proprietorship, partnership or corporation, including the State of incorporation; and length of time in business.

b. Response to Mandatory Specifications

- Proof of RID Certification as per H. 1. a.
- Proof of New Mexico Community License (or statement indicating ability to obtain Community License within thirty days of award).
- A statement that the Offeror is not an employee with the State Courts System.
- A statement that the Offeror is able and willing to comply with the attached model contract (Attachment D).

c. Response to Technical Specifications

- Experience/History
- Recommendations
- Education
- Experience Managing/Coordinating the Work of Others
- Experience with Video Remote Interpreting
- Narrative Regarding Ethics

d. Copy of a Current Resume.

e. Campaign Disclosure

The Offeror must complete a Campaign Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accompanied whether or not an applicable contribution has been made (See Attachment A).

f. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. New Mexico Business Preference

B. New Mexico Resident Veterans Business Preference

In addition to a copy of the Certificate received from the New Mexico Department of Taxation and Revenue, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP, if applicable. (See Attachment B)

J. Contract

Offeror shall work as independent contractor for the entire term of contract and is responsible for all state and federal taxes and any licensing or training costs required to qualify for this contract. Offeror will provide all services described in this RFP. A copy of a draft contract is attached as Attachment D. Any offerors interested in submitting a letter proposal in response to this RFP should review the draft contract to ensure they are able to meet all the contractual requirements.

Offeror will not be exclusively bound to the AOC and may provide interpreting services to other private and public entities when not engaged in fulfilling duties and obligations under the executed contract. Contractor is otherwise expected to observe all applicable state policies regarding ethical conduct expected of state employees when performing such duties under the contract.

K. Term

Proposals are being considered for Fiscal Year 2017, January 1 through June 30, 2016. Under the terms of Section 13-1-150, contracts may be subject to three (3) extensions, not to exceed a total of four (4) years.

L. Rejection/Cancellation/Acceptance

The AOC reserves the right to reject any or all proposals, in whole or in part, to cancel this RFP at any time when it is in its interest to do so, and to base all conclusions, decisions, and actions on its determination of the best interest of the State Court System.

M. Evaluation of Letter Proposals

The AOC will evaluate each letter proposal. All letter proposals will be reviewed by the Procurement Manager for compliance with the mandatory requirements in this RFP. Proposals deemed non-responsive will be eliminated from further consideration. The Procurement Manager may contact the offeror for clarification of the response. Letter proposals will be evaluated and scored by an Evaluation Team appointed by the AOC.

Finalists will be called for an oral presentation.

The following criteria will be used as the bases for award of this proposal:

Factors – corresponds to Sections F and G	Points Available
Technical Specifications – See Section F	
1. Mandatory Qualifications	Pass/Fail
2. Experience/History	200
3. Recommendations	100
4. Education	100
5. Experience Managing/Coordinating	200
6. Experience with Video Remote Interpreting	100
7. Narrative Regarding Ethics	100
8. Oral Presentation	200
Business Specifications – See Section G	
1. Letter Proposal	Pass/Fail
2. Signed Campaign Contribution Disclosure Form	Pass/Fail
TOTAL	1000 Points
New Mexico Preference - Resident Vendor Points per Section G	
New Mexico Preference - Resident Veterans Points per Section G	

Offerors with the highest scores will be selected as finalists based upon the letter proposals submitted and will be called to an oral presentation with the Evaluation Committee. Finalist offerors who are asked or choose to submit revised letter proposals for the purpose of obtaining best and final offers will have their points recalculated based on their revised proposal. The offeror whose proposal is most advantageous to the AOC, taking into consideration the evaluation factors, will be selected for contract award. A serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

N. Submittal Requirements

1. Letter proposals **must** be typed on white letter-size paper.

2. Please email proposals as designated herein by the advertised deadline with subject line:

“Signed Language Interpreting Services Coordinator”

3. **Due: January 9, 2017, 3:00 pm MST.** Any proposal received after the deadline will not be considered for award.

4. Email proposal to: aocpvc@nmcourts.gov and aocjmk@nmcourts.gov

5. AOC will not be liable in any way for costs incurred by Contractors in the preparation and delivery of their responses to the RFP nor for any subsequent discussions.

Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and other applicable procurement regulations. The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 p.m.- Mountain Standard Time/Daylight Time on the 15th day following the award of contract. Protests must be written and must include the name and address of the protestor and the request for proposal number. **Emailed protests will NOT be accepted.** The written protest must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. Protests must be delivered to:

ADMINISTRATIVE OFFICE OF THE COURTS:

Attn: Paula Couselo-Findikoglu

237 Don Gaspar – Room 25

Santa Fe, NM 87501

Protests received after the deadline will not be accepted.

NOTE: The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for violations. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.

ATTACHMENT A
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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 of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“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.

“Prospective **contractor**” means a person or business that 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 or business 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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

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)

ATTACHMENT B
New Mexico Preference Resident Veterans Certification

Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under NMSA 1978, § 13-1-21 or 13-1-22, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)* _____
(Date)

*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.

ATTACHMENT C

TIME-LINE/SCHEDULE

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

ACTION	RESPONSIBILITY	DEADLINES/DATE
1. Issue RFP	AOC	December 9, 2016
2. Deadline to Submit Acknowledgement of Receipt of Proposals	Potential Offerors	December 30, 2016
3. Deadline to Submit Potential Questions	Offerors	January 3, 2017
4. Response to Written Questions; RFP Amendments	AOC	January 6, 2017
5. Submission of Proposal	Offeror	January 9, 2017
6. Proposal Evaluation & Selection of Finalists	AOC/Offeror	January 10, 2017
7. Finalists' Oral Presentation	Evaluation Committee/Offeror	January 11-12, 2017
8. Best and Final offers Offeror from Finalists	Offeror	January 13, 2017
9. Finalize/Award	AOC/Offeror	January 17, 2017
10. Protest Deadline	Offeror	January 31, 2017

