

**NEW MEXICO ADMINISTRATIVE OFFICE OF THE COURTS**

**REQUEST FOR PROPOSALS (RFP)**

**LANGUAGE ACCESS SERVICES**

**CERTIFIED SPANISH COURT INTERPRETER SERVICES FOR THE SOUTHEAST  
REGION**



RFP# FY20 Interpreter-01

Issue Date: February 14, 2020

Due Date: March 06, 2020

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

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## **I. INTRODUCTION**

### **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The use of competent New Mexico certified court interpreters in proceedings involving speakers of languages other than English is critical to ensure that justice is carried out fairly for defendants and other justice system stakeholders. The Court Interpreters Act (38-10-1 through 38-10-8 NMSA 1978) provides that the Administrative Office of the Courts (AOC) shall prescribe, determine, and certify the qualifications of persons who may serve as certified spoken language interpreters in New Mexico.

The AOC is responsible for (a) maintaining the Directory of Certified Court Interpreters and the Registry of Justice System Interpreters, (b) adopting an approved fee schedule for certified interpreters, and (c) adopting and promulgating rules and regulations necessary to carry out the provisions of the Court Interpreters Act.

In accordance with the appropriate sections of the New Mexico Procurement Code (Chapters 13-1-28 through 13-1-199 NMSA 1978 amended), the AOC is accepting sealed proposals to retain New Mexico certified Spanish court interpreters to provide interpreter services in all of the district, metropolitan and magistrate courts statewide.

### **B. BACKGROUND INFORMATION**

The NM Judiciary has a legal mandate to provide equal access to its courts and court services under Title VI of the Civil Rights Act of 1964 and Title II of the American with Disabilities Act. To meet its legal requirement, the NM Administrative Office of the Courts provides a variety of services for individuals with Limited English Proficiency (LEP) and the deaf/hard of hearing. Management and funding of language access services is centralized through the Language Access Unit of the NM Administrative Office of the Courts. The Unit provides language access services and schedules interpreters for Metropolitan, Magistrate, and District Courts statewide, processing an average of 3000 billable hours or 1200 sessions per month. The Unit works with approximately 100 interpreters yearly. New Mexico has 13 judicial districts, 81 state courts (46 magistrate courts, 34 district courts and the Bernalillo County Metropolitan Court). Currently, courts submit requests for interpreting services through a web-based scheduling system. Language Access Coordinators (9 regions statewide) send the requests submitted by the courts out to contract interpreters to fill those jobs. Contractors accept or decline the request. Once an interpreter accepts the request, a confirmation is sent to the court and the interpreter through the system.

### **C. SCOPE OF PROCUREMENT**

The scope of this procurement includes professional services only. The AOC reserves the option of renewing the initial contract on an annual basis. In no case will the contract, including renewals thereof, exceed a total of four years.

## D. PROCUREMENT MANAGER

1. Language Access Services has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail are listed below:

Name: Margarita Araiza-Johnston, LCSW, JD, Procurement Manager

Address: 237 Don Gaspar, Room 25  
Santa Fe, NM 87501

Telephone: (505) 469-0878

Email: [aocmxa@nmcourts.gov](mailto:aocmxa@nmcourts.gov)

2. **Any inquiries** or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the SPD. Protests of the solicitation or award must be delivered by mail to the Protest Manager. As A Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **ONLY** protests delivered directly to the Paula Couselo-Findikoglu, in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

## E. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

“**Agency**” means the State Purchasing Division of the General Services Department or that State Agency sponsoring the Procurement action.

“**AOC**”: The Administrative Office of the Courts.

“**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.

“**Award**” means the final execution of the contract document.

“**Business Hours**” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

**“Close of Business”** means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

**“Contract”** means any agreement for the procurement of items of tangible personal property, services or construction.

**“Contractor”** means any business having a contract with a state agency or local public body.

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

**“Electronic Version/Copy”** means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

**“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.

**“Finalist”** means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

**“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

**“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.

**“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal. **“Price Agreement”** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a 4 state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

**“Procurement Manager”** means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

**“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

**“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

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

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

**“Responsive Offer”** or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

**“SPD”** means State Purchasing Division of the New Mexico State General Services Department.

**“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

**“State (the State)”** means the State of New Mexico.

**“State Agency”** means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

**“State Purchasing Agent”** means the director of the purchasing division of the general services department.

**“Written”** means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

### A. SEQUENCE OF EVENTS

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

	Action	Responsibility	Date
1.	Issue RFP	AOC	February 14, 2020
2.	Deadline to submit written questions	Potential offerors	February 28, 2020
3.	Response to written questions & RFP amendments	AOC	March 2, 2020
4.	Submission of proposal	Offeror	March 6, 2020
5.	Submit Campaign Contribution disclosure	Offeror	March 6, 2020
6.	Proposed evaluations and selection of finalists	Evaluation Committee	March 6-11, 2020
7.	Best and final offers from finalists (if requested)	Offerors	March 9, 2020
8.	Finalize offer/Award contract	Offeror/AOC	March 11, 2020
9.	Protest deadline	Potential Offeror	March 25, 2020

### B. EXPLANATION OF EVENTS

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

#### 1. Issuance of RFP

This RFP is being issued on behalf of the New Mexico State Language Access Services on February 14, 2020.

#### 2. Acknowledgement of Receipt

Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 3:00 pm MST or MDT on March 6, 2020.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

### **3. Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until February 28, 2020 by 3 PM Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

### **4. Response to Written Questions**

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline

### **5. Submission of Proposal**

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON . Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2 (except for electronic submissions through SPD's electronic procurement system). Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Certified Spanish Court Interpreter Services for the Southeast Region # FY20 Interpreter-01. A public log will be kept of the names of all Offerors that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

## **6. Proposal Evaluation**

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

## **7. Selection of Finalists**

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II. A., Sequence of Events or as soon as possible. A schedule for the oral presentation and demonstration will be determined at this time.

## **8. Best and Final Offers**

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible.

## **9. Finalize Contractual Agreements**

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the State Purchasing Division or relevant Agency Procurement office. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

## **10. Contract Awards**

After review of the Evaluation Committee Report and the signed contractual agreement, the Agency Procurement office will award as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the State Purchasing Division or relevant Agency Procurement office.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico and AOC Language Access Services, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Department and State approval.

## **11. Protest Deadline**

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It 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. The protest must be delivered to:

Protest Manager: Paula Couselo-Findikoglu  
Protest Manager's address: 237 Don Gaspar, Room 25  
Santa Fe, New Mexico 87501

Protests received after the deadline will not be accepted.

## **C. GENERAL REQUIREMENTS**

### **1. Acceptance of Conditions Governing the Procurement**

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

### **2. Incurring Cost**

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

### **3. Prime Contractor Responsibility**

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a state agency which may derive from this RFP. The state agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

### **4. Amended Proposals**

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

## **5. Offeror's Rights to Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

## **6. Proposal Offer Firm**

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

## **7. Disclosure of Proposal Contents**

- A.** Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B.** Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- C.** Confidential data is restricted to:
  - 1. confidential financial information concerning the Offeror's organization;
  - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
  - 3. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the State Purchasing Division or the Agency shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the

proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

#### **8. No Obligation**

This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

#### **9. Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the agency determines such action to be in the best interest of the State of New Mexico.

#### **10. Sufficient Appropriation**

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

#### **11. Legal Review**

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

#### **12. Governing Law**

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

#### **13. Basis for Proposal**

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

#### **14. Contract Terms and Conditions**

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Sample Contract Appendix

C. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an explicit agreement by the Offeror that the contractual terms and conditions contained herein are accepted by the Offeror.

## **15. Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. Please see Section II.C.15 for requirements.

## **16. Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

## **17. Offeror Qualifications**

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

#### **18. Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

#### **19. Change in Contractor Representatives**

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

#### **20. Notice of Penalties**

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

#### **21. Agency Rights**

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

#### **22. Right to Publish**

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

#### **23. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of the State of New Mexico.

#### **24. Confidentiality**

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

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

#### **25. Electronic mail address required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

#### **26. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to:

[http://www.generalservices.state.nm.us/statepurchasing/ITBs\\_RFPs\\_and\\_Bid\\_Tabulation.aspx](http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx).

#### **27. Campaign Contribution Disclosure Form**

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

#### **28. Letter of Transmittal**

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX F which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
  - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
  - b. **Explicitly** indicate acceptance of Section V of this RFP; and
  - c. Acknowledge receipt of any and all amendments to this RFP.
8. Be signed by the person identified in para 2 above.

## **29. Pay Equity Reporting Requirements**

- A. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.
- B. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
- C. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

- D. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the 17 contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

### **30. Disclosure Regarding Responsibility**

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers;or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.

- a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
  - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
  - c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the

matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

### **31. 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**

A copy of the certification must accompany your proposal.

#### **B. New Mexico Resident Veterans Business Preference**

A copy of the certification must accompany your proposal.

**An agency shall not award a business both a resident business preference and a resident veteran business preference.**

**The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.**

### **III. RESPONSE FORMAT AND ORGANIZATION**

#### **A. NUMBER OF RESPONSES**

Offerors shall submit only one (1) proposal in response to this RFP

#### **B. NUMBER OF COPIES**

Electronic submissions are preferred. If the Offeror is not submitting electronically, he/she shall deliver one (1) copy of their proposal on or before the closing date and time for receipt of proposals. Please do not use a notebook or binder.

#### **C. PROPOSAL FORMAT**

All proposals submitted as hard-copy must be typewritten on standard 8 x 11 paper with tabs delineating each section. Larger paper is permissible for charts, spreadsheets, etc.

The proposal must be organized and indexed in the following format and must contain, at minimum, all listed items in the sequence indicated.

### **IV. SPECIFICATIONS**

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

#### **A. DETAILED SCOPE OF SERVICES**

- a. The Offerors will provide court interpreting services in the Southeast Region (Lovington, Hobbs, Eunice, and Jal), as assigned through the centralized web-scheduling system as follows:
  - i. Deliver sight translation, consecutive, and simultaneous interpreting services in the language pair(s) that the Contractor is recognized by the AOC to provide while present at proceedings, hearings, and direct service contexts (*e.g.*, clerk's window, jury deliberations, court-ordered services) and at various locations, which may include jails or detention centers, hospitals, or off-site locations determined by the court.
  - ii. Deliver sight translation, consecutive, and simultaneous interpreting services in the language pair(s) the Contractor is recognized by the AOC to provide via telephone or video from a specified New Mexico State Court location or from the Contractor's home or office per the assignment details as confirmed through the scheduling system and the Coordinator.

- iii. Provide accurate and complete information as required for statistical reporting systems and completion of invoices.
- iv. Coordinate and schedule jobs for the region, at the direction of the Southeast Region Language Access Coordinator.
- v. The Contractor will be scheduled and required to work 20 hours per week.
- vi. Additionally, in fulfilling the services described above, the successful Offerors must provide timely submission of invoices and backup material as requested by the AOC.
- vii. The AOC will direct and control the manner in which work is performed including conditions under which the individual interpreter will report; when, where and the manner in which its interpreters will report; and the job assignments of its individual interpreter subject to the requirements of the Courts. AOC will set the hours of work for the interpreter in accordance with the needs of the Courts in the South East Region.

**B. COMPENSATION**

The interpreter will be paid in accordance with AOC’s Court Interpreter Fee Rates below.

<b>Spanish Certified</b>	<b>Fee per Hour for Interpreting: \$46.00</b>
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**C. CONTRACT**

Selected Offeror shall work as an independent contractor for the entire term of the contract and shall be responsible for all his/her state and federal taxes and all licensing or training costs required to qualify for this contract. Offerors will provide all services described in this RFP. A copy of a draft contract is attached at Attachment D. Offerors interested in submitting a letter proposal in response to this RFP should review the draft contract to ensure that they are able to meet all the contractual requirements. Office space for the purpose of fulfilling duties pursuant to the scope of work will not be provided.

The Offeror will not be exclusively bound to the AOC and may provide interpreting services to other private and public entities.

**D. TERM**

Proposals are being considered for Fiscal Year 2020, March 27, 2020 through June 30, 2020. Under the terms of Section 13-1-150, contracts may be subject to four (4) extensions, not to exceed a total of four (4) years.

## E. TECHNICAL SPECIFICATIONS

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

1. **Experience/History:** Offeror **must** provide a description of his/her experience and history providing Spanish Court Interpreting Services (including their familiarity with, and experience resolving, problems associated with this service). Offeror's response **must** also include a description of his/her areas of specialization and expertise, client base (including other currently held contracts or agreements with state and/or local government entities). The response **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and **must** include the extent of their experience, expertise and knowledge as a provider of Court Interpreter Services.
2. **Recommendations or References:** Two letters of recommendations of work performed from other or previous clients receiving similar services similar to those proposed by the Offeror for this contract. Offerors who have not provided court interpreter services in any capacity shall include two references.
3. **Mandatory Qualifications:** Offerors must meet the following mandatory qualifications:
  - a. Be classified by AOC as a New Mexico Certified Spanish Court Interpreter, or hold a Court Interpreter Reciprocal Certification with New Mexico. Attach proof of New Mexico Court Interpreter Certification, or Reciprocal Certification with New Mexico.
  - b. Successfully completed a background check conducted by the AOC.
  - c. Not an employee with the State Courts System.
  - d. Ability and willingness to communicate promptly and clearly with AOC administrative staff, and comply with contract requirements, program guidelines, financial processes, and other requirements regarding all matters concerning interpreter scheduling, etc.

## F. BUSINESS SPECIFICATIONS

1. **Letter Proposal:** Letter proposal should include the following:
  - a. Offeror Information: 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. Statement describing how Offeror meets the mandatory qualifications.
  - c. Statement that the Offeror acknowledges s/he has read and hereby agrees to invoice according to the AOC's Court Interpreter Fee Rates.

- d. Statement that Offeror can comply with the requirements of the attached draft contract (See Attachment D).
- e. Statement that Offeror has successfully passed AOC's required law enforcement background check.
- f. Attach copy of a current resume.

2. **Letter of Transmittal Form**

The Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form must be completed and must be signed by the person authorized to obligate the company.

3. **Campaign Disclosure form**

Offerors 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)

4. **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 certification, the Offeror must sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP. (See Attachment B)

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

### B. EVALUATION FACTORS

All letter proposals will be reviewed by the Procurement Manager for compliance with the mandatory requirements stated within the RFP. The AOC will evaluate all letter proposals. 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.

The following criteria are the basis for award of this proposal:

(Table 1)

<b>Factors</b>	<b>Points Available</b>
<b>Technical Specifications – See Section E</b>	
1. Experience/History	<b>35</b>
2. Recommendations or References	<b>30</b>
3. Mandatory Qualifications	<b>35</b>
<b>Business Specifications – See Section F</b>	
4. Letter Proposal	Pass/Fail
5. Signed Campaign Contribution Disclosure Form	Pass/Fail
<b>TOTAL</b>	<b>100 Points</b>
6. New Mexico Preference - Resident Vendor Points per Section G	
6. New Mexico Preference - Resident Veterans Points per Section F	

Offerors with the highest scores will be selected as finalists based upon the letter proposals submitted. Finalist Offerors who are asked or choose to submit revised letter proposals for the purpose of obtaining best and final offers will have 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 recommended for contract award. A serious deficiency in the response to any one factor may be grounds for rejection, however, regardless of overall score.

### C. SUBMITTAL REQUIREMENTS

1. Letter proposals **must** be typed on white letter-size paper.
2. One original marked “ORIGINAL”, and three copies, each marked “COPY”, are required of each proposal. Proposals must be submitted as designated herein by the advertised deadline in a sealed package clearly marked on the outside of the package:

**“Spanish Court Interpreter Services for the Southeast Region”**

**Due: March 6, 2020, 3:00 PM MT**

3. Any proposal received after the advertised deadline **will not** be considered for award.
4. The sealed package must be submitted to:  
**ADMINISTRATIVE OFFICE OF THE COURTS**  
**Attn: Margarita Araiza-Johnston, LCSW, JD**  
**237 Don Gaspar – Room 25**  
**Santa Fe, NM 87501**  
**(505) 469-0878**  
**aocmxa@nmcourts.gov**

To deliver your sealed package in person, you must pre-arrange delivery by calling (505) 469-5728.

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

### D. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and 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. 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. **ALL** protests must be delivered to:

**ADMINISTRATIVE OFFICE OF THE COURTS**  
**Attn: Paula Couselo-Findikoglu**  
**237 Don Gaspar , Room 25**  
**Santa Fe, NM 87501**  
**(505) 827-4853**  
**aocpvc@nmcourts.gov**

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 its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.

**APPENDIX A**  
**ACKNOWLEDGEMENT OF RECEIPT FORM**

**APPENDIX A**  
**REQUEST FOR PROPOSAL**  
**CERTIFIED SPANISH COURT INTERPRETER SERVICES FOR THE SOUTHEAST**  
**REGION**

**RFP# FY20 Interpreter-01**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than March 6, 2020. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

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

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

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

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

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

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

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

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

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

Name: Margarita Araiza-Johnston, LCSW, JD, Procurement Manager

Address: 237 Don Gaspar, Room 25  
Santa Fe, NM 87501

Telephone: (505) 469-0878

Email: [aocmxa@nmcourts.gov](mailto:aocmxa@nmcourts.gov)

**APPENDIX B**  
**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

## APPENDIX B

### 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 either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS 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**

\_\_\_\_\_

**Printed Name**

\_\_\_\_\_

**Title or 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**

---

**Printed Name**

---

**Title or Position**

**APPENDIX C**  
**SAMPLE CONTRACT**

**APPENDIX C**  
**SAMPLE CONTRACT**  
**STATE OF NEW MEXICO**  
**ADMINISTRATIVE OFFICE OF THE COURTS**  
**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this 11<sup>th</sup> day of March, 2020, by and between the Administrative Office of the Courts, hereinafter referred to as the "AOC," and [Interpreter Name], hereinafter referred to as the "Contractor."

ADDRESS OF CONTRACTOR:

PHONE NUMBER OF CONTRACTOR:

E-mail Address:

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work
  - A. The Contractor shall:
    1. Provide court interpreting services as assigned through the centralized web-scheduling system by Regional Coordinators (Coordinator), as follows:
      - a. Deliver sight translation, consecutive, and simultaneous interpreting services in the language pair(s) that the Contractor is recognized by the AOC to provide while present at proceedings, hearings, and direct service contexts (e.g., clerk's window, jury deliberations, court-ordered services) and at various locations, which may include jails or detention centers, hospitals, or off-site locations determined by the court.
      - b. Deliver sight translation, consecutive, and simultaneous interpreting services in the language pair(s) the Contractor is recognized by the AOC to provide via telephone or video from a specified New Mexico State Court location or from the Contractor's home or office per the assignment details as confirmed through the scheduling system and the Coordinator.
      - c. Provide accurate and complete information as required for statistical reporting systems and completion of invoices.

d. Agree to utilize the AOC-approved invoice(s) and itemized schedule, included as Attachment C to this agreement unless otherwise instructed by the AOC.

e. Acknowledge receipt and hereby agree to abide by the following:

*New Mexico Judiciary's Court Interpreter Code of Professional Responsibility, Attachment A to this agreement;*

*Court Interpreter Assignment and Payment Protocols, Attachment B to this agreement;*

*Court Interpreter Payment Schedule and Policy & Procedure for Reimbursement of Expenses; Attachment C to this agreement;*

*Court Interpreter Continuing Education Policy, Attachment D to this agreement;*

*Court Interpreter Background Check Policy; Attachment E to this agreement.*

2. Compensation.

A. The AOC will reimburse the contract interpreter **only** for services or travel expenses approved in advance by an AOC Language Access Coordinator or the AOC Language Access Services Program Manager. Assignments or travel not confirmed through the centralized web-scheduling system or a Coordinator will not be guaranteed payment. Compensation shall be conditioned upon submission of an AOC-approved invoice by the Contractor and no compensation shall be made prior to the delivery of services in accordance with the New Mexico Court Interpreter Assignment and Payment Protocols and the Court Interpreter Payment Schedule and Policy & Procedure for Reimbursement of Expenses, and other requirements as set forth in this agreement. Contractor must invoice the AOC within thirty (30) days of completion of the assignment. Later billing may result in reduced compensation.

In FY20, the total amount payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed \$10,500 in FY20.

**These amounts are a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein.**

The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the AOC when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

- B. Payment is subject to availability of funds in FY20 pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work.
- C. Contractor must submit a detailed statement accounting for all Services performed and expenses incurred using only the AOC-provided invoices and completed as instructed by the AOC. The AOC reserves the right to change methods for submitting invoices. Upon certification by the AOC that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of receipt by the AOC. AOC shall pay interest at a rate of 1.5% every thirty (30) days for failure to render payment to Contractor within thirty (30) days of receipt and acceptance. Interest shall accrue from the thirtieth day forward every thirty days until payment on the original invoice is rendered. Payment of the original invoice amount terminates accrual of interest. Contractor is required to notify AOC of interest due to the contractor; payment of interest will not be automatic. All payments will be made through direct deposit only.
- D. Certification and Other Requirements:
- a. Prior to executing this agreement and commencing work with the AOC the Contractor must:
    - i. Be authorized to work in the United States, but United States Citizenship is not required.
    - ii. Complete the required application.
    - iii. Verify level of certification.
    - iv. Complete NCIC background check.
    - v. Provide digital photo and submit cashier's check or money order in the amount of \$25.00 for creation/replacement of photo identification badge.
    - vi. Complete the W-9 form as required by the State of New Mexico in order for payments to be made for services rendered.
    - vii. Authorize Direct Deposit in a bank or other financial institution.
    - viii. Register as a business with the New Mexico Taxation & Revenue Department and provide their tax identification number to the AOC.
  - b. Following the execution of this agreement the Contractor must maintain certification by meeting required continuing education requirements, see Attachment D.

- E. The New Mexico Department of Finance & Administration will issue a 1099 Form to the Contractor in January of each year in which the Contractor has been paid \$600.00 or more for all services rendered to the state.
3. Term. THIS AGREEMENT runs from March 11, 2020 until June 30, 2020 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978. Any extension of this contract is dependent upon the Contractor's fulfillment of continuing education requirements, compliance with the NM Code of Professional Conduct, and compliance with the requirements detailed herein.
4. Termination.
- A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the AOC's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the AOC is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the AOC or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. The AOC may terminate this agreement without cause at any time upon a 30-day notice to the Contractor. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE EITHER PARTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE OTHER PARTY'S DEFAULT/BREACH OF THIS AGREEMENT."
- B. Termination Management. Immediately upon receipt by either the AOC or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the AOC; 2) comply with all directives issued by the AOC in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the AOC shall direct for the protection, preservation, retention or transfer of all property titled to the AOC and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the AOC upon termination and shall be submitted to the AOC as soon as practicable.

5. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the AOC to the Contractor. The AOC's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the AOC proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment. Contractor will be paid for confirmed assignments completed and billed within thirty (30) days of completion of the assignment.
6. Status of Contractor. The Contractor and its agents and employees are independent contractors performing professional services for the AOC and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
7. Assignment. The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the AOC.
8. Subcontracting. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the AOC.
9. Release. Final payment of the amounts due under this Agreement shall operate as a release of the AOC, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.
10. Confidentiality. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the AOC.
11. Product of Service -- Copyright. All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the AOC no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.
12. Conflict of Interest; Governmental Conduct Act. The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental

Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

13. Amendment. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

If the AOC proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

14. Merger. This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
15. Penalties for violation of law. The Procurement Code, Sections 13-1-28 through 13-1-199, 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.
16. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.
17. Applicable Law. The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.
18. Workers Compensation. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the AOC.
19. Records and Financial Audit. The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years

from the date of final payment under this Agreement. The records shall be subject to inspection by the AOC, the Department of Finance and Administration and the State Auditor. The AOC shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the AOC to recover excessive or illegal payments

20. Indemnification. The Contractor shall defend, indemnify and hold harmless the AOC and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the AOC and the Risk Management Division of the New Mexico General Services Department by certified mail.
21. Invalid Term or Condition. If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.
22. Enforcement of Agreement. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.
23. Notices. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the AOC: Margarita Araiza-Johnston, Administrative Office of the Courts, 237 Don Gaspar, Rm. 25, Santa Fe, NM 87501; Email: aocmx@nmcourts.gov.

To the Contractor:

24. Authority. If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

Signed by the parties on the dates indicated:

**STATE OF NEW MEXICO  
ADMINISTRATIVE OFFICE OF THE COURTS**

\_\_\_\_\_ Date: \_\_\_\_\_  
Arthur W. Pepin

**CONTRACTOR**

\_\_\_\_\_ Date: \_\_\_\_\_  
[Contractor Name]  
Vendor ID:

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Taxation and Revenue Department

**APPENDIX D**  
**Time-Line/Schedule**

## APPENDIX D

### Time-Line/Schedule

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

	Action	Responsibility	Date
10.	Issue RFP	AOC	February 14, 2020
11.	Deadline to submit written questions	Potential offerors	February 28, 2020
12.	Response to written questions & RFP amendments	AOC	March 2, 2020
13.	Submission of proposal	Offeror	March 6, 2020
14.	Submit Campaign Contribution disclosure	Offeror	March 6, 2020
15.	Proposed evaluations and selection of finalists	Evaluation Committee	March 6-11, 2020
16.	Best and final offers from finalists (if requested)	Offerors	March 9, 2020
17.	Finalize offer/Award contract	Offeror/AOC	March 11, 2020
18.	Protest deadline	Potential Offeror	March 25, 2020

**APPENDIX E**  
**Letter of Transmittal Form**

**APPENDIX E**

**Letter of Transmittal Form**

RFP#: \_\_\_\_\_

Offeror Name: \_\_\_\_\_ FED ID# \_\_\_\_\_ Items #1 to #7 EACH  
MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE  
DISQUALIFICATION OF THE PROPOSAL!

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

5. Use of Sub-Contractors (Select one)

\_\_\_ No sub-contractors will be used in the performance of any resultant contract OR

\_\_\_ The following sub-contractors will be used in the performance of any resultant contract:

\_\_\_\_\_  
(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

\_\_\_\_\_  
(Attach extra sheets, as needed)

7. \_\_\_ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

\_\_\_ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

\_\_\_ I acknowledge receipt of any and all amendments to this RFP.

\_\_\_\_\_, 2020  
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

## **APPENDIX F**

### **ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

The State of New Mexico, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility.

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to: Margarita Araiza-Johnston, LCSW, JD, Procurement Manager, 237 Don Gaspar, Room 25, Santa Fe, NM 87501, (505) 469-0878, aocmx@nmcourts.gov, by March 6, 2020, for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.

**RFP # FY20 Interpreter-01  
ORGANIZATIONAL REFERENCE QUESTIONNAIRE FOR:**

\_\_\_\_\_  
(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of New Mexico, AOC Language Access Services via e-mail at:

Name: Margarita Araiza-Johnston, LCSW, JD, Procurement Manager  
 Address: 237 Don Gaspar, Room 25  
 Santa Fe, NM 87501  
 Telephone: (505) 469-0878  
 Email: [aocmxa@nmcourts.gov](mailto:aocmxa@nmcourts.gov)

no later than March 6, 2020, and must not be returned to the company requesting the reference. For questions or concerns regarding this form, please contact the State of New Mexico Procurement Manager listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

<b>Company providing reference:</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number</b>	
<b>Contact e-mail address</b>	
<b>Project description;</b>	
<b>Project dates (starting and ending);</b>	
<b>Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);</b>	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this vendor's knowledge and expertise?

\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate this vendor's flexibility relative to changes in the project scope and timelines?

\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor

COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?

\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

7. How satisfied are you with the products developed by the vendor?  
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied? COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied? COMMENTS:

10. Would you recommend this vendor's services to your organization again? COMMENTS:

**APPENDIX G**

**New Mexico Preference Resident Veterans Certification**

## APPENDIX G

### 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.