



**STATE OF NEW MEXICO**

**ADMINISTRATIVE OFFICE OF THE COURTS**

**REQUEST FOR PROPOSALS**

**Interpreter Scheduling Management System**

Issue Date: December 17, 2018

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

This Request for Proposals (RFP) is being issued to identify and contract with a transaction intermediary to facilitate group schedule coordination of interpreting services for 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 items set forth in this RFP, the proposal will be declared nonresponsive.

All costs incurred by the offeror 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.

Before the award is made, the Administrative Office of the Courts (AOC) may conduct discussions with offerors who submit proposals that are determined to be reasonably susceptible of being selected for awards, but the award may be made without such discussions.

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 finalize a program, the contractor will be compensated to the level of services performed, as authorized by the AOC prior to that determination. This provision, however, is not exclusive and does not waive other legal rights and remedies afforded the AOC in such circumstances as contractor defaults or breach of the contract.

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.

### B. **BACKGROUND**

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.

Interpreters are scheduled with a 2-hour minimum. If cancelled within 24 hours, contractors are guaranteed payment for all scheduled hours (up to 16 for first 48-hour period) as long as they remain available for redirects. Contractors can be redirected up to 70 (seventy) miles one-way travel from the original assignment or the interpreter's location at the time notice is provided, if the period of guarantee is four hours or less or up to 130 (one hundred and thirty) miles one-way travel from the original assignment or the interpreter's location at the time notice is provided, if the period of guarantee exceeds four hours.

### **C. SUMMARY SCOPE OF WORK**

The successful Offerors will provide a web-based, secure interpreter scheduling management system that accommodates AOC's guarantee and payment policies (see above), provides easy web-based access for courts, interpreters and schedulers, speedy notification and confirmation of assignments/cancellations via text and e-mail, 24/7 tech support, automated reminders, automated invoicing, and interpreter tracking. The successful offeror will also be expected to provide on-site training at start-up.

The initial contract shall begin on or about March 1, 2019 and may extend up to four (4) years.

The scope of this RFP encompasses the procurement of a Statewide Court Interpreter Scheduling System. The scope is defined from three different aspects: software, services and implementation. The scope of each aspect is defined below:

**System:** The AOC seeks all appropriate software application licensing for all court users (magistrate, district and Bernalillo County Metropolitan Court), AOC staff and AOC-contracted interpreters. In addition, the AOC will only consider proposed solutions that are installed and proven in jurisdictions comparable to New Mexico.

**Professional and Technical Services:** The professional and technical services

scope of this RFP includes all phases of the implementation lifecycle, including but not limited to project management, software and hardware installation, data conversion, internal and external interface development, system customization and configuration, technical and user training, user and system documentation, implementation support, and post implementation support and maintenance.

**Implementation:** The AOC intends to install and use all the procured software and services in the magistrate, district and courts and the Bernalillo County Metropolitan Court. 88 courts total.

## **D. DETAILED SCOPE OF WORK**

### **D.1 System Mandatory Functions**

The scheduling management system proposed must include the following functions. If a function is not readily included in the system, Offerors must provide detailed information regarding how these functions will be developed.

#### **D.1.1 Feature Set**

- a) Allows for an unlimited number of interpreters.
- b) Allows for the import and export of data.
- c) Allows scheduling over multiple court locations.
- d) Allows for coordinators to see each other's grid.
- e) Provides central administrative oversight of all activity.
- f) Allows for the input of detailed information for each interpreter, including, but not limited to, e.g, languages interpreted, certifications, availability, preferences, contact and billing information, address, vendor identification, gender, case preferences.
- g) Provides access from any device with internet access and through text messaging.
- h) Includes an application for mobile devices for all users: requesters, schedulers, interpreters and management.
- i) Allows schedulers to attach files with case-related information to confirmations sent to interpreters.
- j) Enables interpreters to log on to view scheduled assignments; schedulers can log on to view all scheduled and pending assignments.
- k) Provides for checking in and checking out of assignments within the interface.
- l) Allows scheduler to easily organize and identify with different colors assignments by categories such as in-person, telephonic, video remote interpreting, etc.
- m) Allows interface with other interpreter databases.

#### **D.1.2 Scheduling Capabilities**

- a) Interpreters can specify their varying availability for specific days or weeks.

- b) Shows full period of “guarantee” (up to 48 hours), which allows for interpreter to be redirected to other courts.
- c) Shows overlapping assignments and automatically adjusts billable hours. For example: if an interpreter is scheduled 9-11am at a hearing and later on another hearing (10-noon) is added, total billable hours should be 3.
- d) Allows for entering multiple court locations that can be selected for specific assignments.
- e) Includes automatic e-mailing of assignments daily and/or weekly to interpreters and to schedulers.
- f) Precludes sending assignments to already scheduled or otherwise unavailable interpreters.
- g) Allows the identification of interpreters by level of certification to ensure that interpreters are only scheduled for assignments that match their skill level, distance from assignment.
- h) Confirms assignment via e-mails that include a calendar link and link to Rand McNally as default for directions to assignment.
- i) Sends automatic text reminders to scheduled interpreters.
- j) Prohibits interpreters from cancelling assignments.
- k) Tracks court cancellations of assignments, with an automatic alert to the scheduler.
- l) Shows interpreter location during times of guarantee.
- m) Shows distance between assignments.
- n) Includes notification of assignments via both text and e-mail and acceptance by either means.

### **D.1.3 Reporting Capabilities**

- a) Provides reports including but not limited to: Billable hours versus actual hours, Number of users (LEP or deaf/hard of hearing individuals) served, assignments by language, interpreter, court, type of case, cancellations by court, cancellations by interpreter, cost of cancellations by case type and court.
- b) Allows reports to be generated locally by schedulers or statewide by central administrator.
- c) Allows export of reports in pdf and Excel format.

### **D.1.4 Billing Capabilities**

- a) Includes automated invoicing consistent with AOC’s current interpreter invoice.
- b) Generates an invoice that interpreters can print to mail in for payment.
- c) Allows for formulas included on AOC approved invoice (See attachment C)
- d) Allows for multiple hourly rates depending on interpreters’ certification level.
- e) Automatically calculates total billable hours, travel time, mileage and per diem based on information provided by the interpreter and parameters set

forth by AOC.

- f) Allows for regional coordinators to approve/reject invoice.
- g) Allows for corrections by schedulers and administration.

## **D.2 Professional and Technical Services Mandatory Requirements**

- a) Easy upload and updating of interpreter profiles and court-related information.
- b) Timely customization based on New Mexico specific needs, e.g., invoice; cancellation alerts during year one at no additional charge to AOC.
- c) Demonstrated ability to rapidly identify and address software problems and functionality.
- d) 24/7 tech support via e-mail and technical support via phone available during business hours (8:00 a.m.-5:00 p.m. MST) to address software customization.
- e) 24/7 tech support via e-mail available to management, court staff and interpreters.
- f) Technical support via phone available to management, court staff and interpreters during business hours (Mon-Fri 8:00 a.m.-5:00 p.m. MST).
- g) FAQs option for quick assessment of problems/solutions.

## **D.3 Project Implementation Mandatory Requirements**

### **D.3.1 Project Initiation Phase**

- a) The Offeror shall provide a Discovery session including a demo of the System at no cost to the Procurement Agency.
- b) The Offeror shall provide a project manager to oversee the day-to-day operations of the project.
- c) The Offeror shall hold a project Kick-Off and Discovery session at the Procuring Agency location to define the plan for the project.
- d) The Offeror shall create the Project Charter on the NM AOC Template, manage its reviews by stakeholder, business owner and support personnel, make the necessary edits and submit a letter of acceptance for the final deliverable.
- e) The Offeror shall create the Project's initial Project Management Plan (PMP) on the NM AOC Template, manage its reviews by stakeholder, business owner and support personnel, make the necessary edits.
- f) The Offeror shall project and document the length of each project phase: Initiation, Planning, Implementation, and Closeout, and assign target dates for the beginning and end of each phase.

### **D.3.2 Project Planning Phase**

- a) The Offeror shall document all approved project plan changes in the final

revised versions of the Project Management Plan, including changes in scope, timeline, risks, resources, mission, strategy and/or tactics approved by Procuring Agency, manage its reviews by stakeholder, business owner and support personnel and provide a letter of acceptance for the final document deliverable.

- b) The Offeror shall hold at the Procuring Agency location a Joint Application Design (JAD) session to document the system requirements.
- c) The Offeror shall document the Project's System Requirement Specification (SRS) to identify the Business, Functional, and Technical Requirements. The Offeror shall manage the SRS reviews by stakeholder, business owner and support personnel, make the necessary edits and submit a letter of acceptance for the final deliverable.
- d) The Offeror shall create the System Design Document (SDD) on the NM AOC Template, manage its reviews by stakeholder, business owner and support personnel, and make the necessary edits and submit a letter of acceptance for the final deliverable.
- e) The Offeror shall document the Project's Operations and Support Plan, manage its reviews by stakeholder, business owner and support personnel, make the necessary edits and submit a letter of acceptance for the final deliverable.
- f) The Offeror shall create the System Deployment Plan, manage its reviews by stakeholder, business owner and support personnel, and make the necessary edits and submit a letter of acceptance for the final deliverable.
- g) The Offeror shall revise the Risk Assessment & Issues.

### **D.3.3 Project Implementation Phase**

- a) The Offeror shall write the System User Manual, manage its reviews by stakeholder, business owner and support personnel, make the necessary edits and submit a letter of acceptance for the final deliverable.
- b) The Offeror shall write the System Administrator's Manual, manage its reviews by stakeholder, business owner and support personnel, make any necessary edits and submit a letter of acceptance for the final deliverable.
- c) The Offeror shall manage and coordinate the configuration and development of the System based on the documented SRS and SDD.
- d) The Offeror shall create the Project's Test Plan, manage its reviews by stakeholder, business owner and support personnel, make the necessary edits and submit a letter of acceptance for the final deliverable.
  
- e) The Offeror shall manage and coordinate the deployment of the System into the Test instance.
- f) The Offeror shall manage and coordinate, with the AOC training lead, training material for Procuring Agency End User and Admin training.
- g) The Offeror shall manage and coordinate, with the AOC training lead, to deliver End User and Admin training to Procuring Agency staff and submit a

letter of acceptance for the final deliverable.

h) The Offeror shall manage and coordinate the deployment of the System into the QA instance for final verification.

i) The Offeror shall coordinate and manage the deployment of the System into the Production instance.

j) The Offeror shall export from the current scheduling system all current, pending and future requests for jobs to each appropriate region and provide confirmations for the previously confirmed jobs to all parties.

#### **D.3.4 Project Implementation Phase**

The Offeror shall provide the Project Closeout Plan, including Project Lessons Learned, manage its reviews by all stakeholders, business owner and support personnel, make the necessary edits and submit a letter of acceptance for the final deliverable.

#### **E. 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.

#### **F. PROCUREMENT MANAGER**

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

Paula Couselo-Findikoglu  
Procurement/Project Manager  
Administrative Office of the Courts  
237 Don Gaspar, Room 25  
Santa Fe, NM 87501  
Phone (505) 827-4853

**Electronic submissions are preferred and should be sent to:**

[aocpvc@nmcourts.gov](mailto:aocpvc@nmcourts.gov)

All submissions via the postal service should be sent to the above address.

All deliveries via express carrier should be addressed as follows:

Paula Couselo-Findikoglu  
Procurement/Project Manager  
Administrative Office of the Courts  
325 Don Gaspar, Room 100  
Santa Fe, NM 87501

Any inquiries or requests regarding this procurement should be submitted to the

Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other employees do not have the authority to respond on behalf of the AOC.

Written inquiries may also be in the form of e-mail to: Paula Couselo-Findikoglu at aocpvc@nmcourts.gov

## **G. DEFINITION OF TERMINOLOGY**

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

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

**Contract:** An agreement for the procurement of items of tangible personal property or services.

**Contractor:** Successful Offeror.

**Evaluation Committee:** A body appointed by the AOC to perform the evaluation of Offeror proposals.

**Finalist:** An Offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.

**Offeror:** Any person, firm, corporation or partnership who chooses to submit a proposal.

**Procurement Manager:** The person or designee authorized by the AOC to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

**Project Manager:** The individual assigned by the AOC to manage the project and administer this Agreement.

**Request for Proposals or RFP:** All documents, including those attached or incorporated by reference, used for soliciting proposals.

**Responsible Offeror:** 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 Responsive Proposal:** An offer or proposal which conforms in all material respects with the requirements set forth in the request for proposals.

## **II. CONDITIONS GOVERNING THE PROCUREMENT**

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

**A. SEQUENCE OF EVENTS**

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

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue RFP	AOC	December 17, 2018
2.	Deadline to Submit Acknowledgement of Receipt of Proposal	Potential Offerors	January 11, 2019
3.	Deadline to Submit Questions	Potential Offerors	January 18, 2019
4.	Response to Written Questions; RFP Amendments	AOC	January 25, 2019
5.	Submission of Proposal	Offeror	February 8, 2019
6.	Submission of Campaign Contribution Disclosure	Offeror	February 8, 2019
7.	Proposal Evaluation & Selection of Finalists	Evaluation Committee	February 11– February 22, 2019
8.	Best and Final offers From Finalists	Offeror	February 29, 2019
9.	Finalize/Award	AOC/Offeror	March 1, 2019
10.	Protest Deadline	Offeror	On or about March 15, 2019

**B. EXPLANATION OF EVENTS**

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

1. **Issue of RFP**

This RFP is being issued by the AOC. Additional copies of the RFP can be obtained from the Procurement Manager.

2. **Acknowledgement of Receipt**

Potential Offerors should hand deliver, e-mail or return by facsimile or by registered or certified mail the Acknowledgment of Receipt of Request for Proposals Form that accompanies this document (See Attachment A) to have their organization

placed on the procurement distribution list. The form should be signed by the Offeror's representative, dated, and may be faxed, scanned and e-mailed, or mailed for receipt by 2:00 p.m. MST on January 4, 2019.

The procurement distribution list shall be used for the distribution of written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Thereafter, the Offeror's organization name shall be deleted from the procurement distribution list.

**3. Deadline to Submit Written Questions**

Potential Offerors may submit written questions as to the intent or clarity of this RFP until 2:00 p.m. MT on January 18, 2019. All written questions must be addressed to the Procurement Manager (See Section I, Paragraph D) and may be faxed, e-mailed, or mailed.

**4. Response to Written Questions/RFP Amendments**

Written responses to written questions and any RFP amendments shall be distributed no later than January 25, 2019 to all potential Offerors whose organization name appears on the procurement distribution list.

Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than three (3) days after any response and/or amendments are issued.

**5. Submission of Proposal**

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 5:00 P.M. MOUNTAIN TIME ON February 8, 2019. Time is of the essence for submitting proposals and proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Electronic submissions are preferred. If not submitted electronically, proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D. Proposals must be labeled on the outside of the package so as to indicate clearly that they are in response to Certified Spanish Interpreter Request For Proposals. If delivered or mailed, proposals must be sealed. Any proposals or portions of proposals submitted by facsimile will not be accepted.

A public log will be kept of the names of all Offerors. Pursuant to Section 13-1-116, NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to a contract award.

**6. Campaign Contribution Disclosure Due**

Potential Offerors must submit the Campaign Contribution Disclosure Form that accompanies this document (See Attachment B) with their proposal on February 8, 2019.

Pursuant to NMSA 1978, 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form (Attachment C) 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.

7. **Proposal Evaluation, Selection of Finalists & Live Demonstrations**

The evaluation of proposals will be performed by an Evaluation Committee appointed by the AOC. This process will take place between February 11 and February 22, 2019. During this time, the Procurement Manager may, at her option, initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors. The Evaluation Committee will select and Procurement Manager will notify the Offerors selected as finalists no later than February 22, 2019. Live demonstrations will take place between February 11 and February 22. Only finalists will be invited to participate in the subsequent steps of the procurement.

8. **Best and Final Offers from Finalists**

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by 2:00 p.m. MT February 29, 2019.

9. **Finalize/Award Contract**

The contract shall be awarded to the Offeror or Offerors whose proposal is most advantageous on March 1, 2019. In the event that mutually agreeable terms cannot be reached within the time specified, the AOC reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process. The most advantageous proposal may or may not have received the most points in the evaluation process. The award is subject to appropriate State approvals. Award of the Contract will not vest any Offeror with contract rights and any contract will not be binding until contract execution and approval. Award occurs at the time a contract mutually acceptable to the AOC and the successful Offeror has been finalized.

10. **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 fifteen (15) day protest period for responsive Offerors shall begin on the day following the contract award and will end at 2:00 p.m. fifteen calendar days following the award. All Offerors will be so notified. Protest must be written and must include the name and address of the protestor. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the procurement manager. The protest must be delivered to the procurement manager at the address as listed in Section I, Paragraph D. Protests received after the deadline will not be accepted.

c. **GENERAL REQUIREMENTS**

This Procurement will be conducted in accordance with the AOC's Guidelines Governing Procurement.

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

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

2. **Incurring Costs**

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

3. **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 AOC personnel will not merge, collate, or assemble proposal materials.

4. **Offeror's Rights to Withdraw Proposal**

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

5. **Proposal Offer Firm**

Responses to this RFP will be considered firm until December 7, 2018.

6. **Disclosure of Proposal Contents**

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material which is proprietary or confidential. The Procurement Manager

will not disclose or make public any pages of a proposal which the Offeror has stamped or imprinted proprietary or confidential subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3-A-1 to 57-3A-7, NMSA 1978.

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

#### **7. No Obligation**

This procurement in no manner obligates the AOC or any of its departments or agencies to the service offered until a valid written contract is approved by the AOC.

#### **8. Terminations**

This RFP may be canceled at any time up to and including the deadline for submitting protests and any and all proposals may be rejected in whole or in part when the AOC determines such action to be in the best interest of the AOC and the State of New Mexico.

#### **9. Legal Review**

The AOC requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

#### **10. Governing Law**

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

#### **11. Basis for Proposal**

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

#### **12. Contract Terms and Conditions**

The contract between the AOC and the Contractor or Contractors will follow the format specified by the AOC and contain the terms and conditions set forth in Attachment D , Contract Terms and Conditions. However, the AOC reserves the right to negotiate provisions with a successful Offeror in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful

Offeror's proposal will be incorporated into the contract.

Should an Offeror object to any of the AOC's terms and conditions, as contained in this Section or in Attachment D, that Offeror must propose specific alternative language that would be acceptable to the AOC. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the AOC 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.

All contracts for professional services are subject to the review and approval by the AOC.

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

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

### **14. Contract Deviations.**

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

### **15. Offeror Qualifications**

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

### **16. Right to Waive**

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. The right to waive minor irregularities and mandatory requirements is at the sole discretion of the Evaluation Committee.

### **17. Change in Contractor Representatives**

The AOC reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the AOC, representing the Contractor adequately.

### **18. Notice of Criminal Penalties**

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.

**19. AOC Rights**

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

**20. Right to Publish**

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

**21. Ownership of Proposals**

All documents submitted in response to this RFP will become the property of the AOC and the State of New Mexico.

**III. RESPONSE FORMAT AND ORGANIZATION**

**NUMBER OF RESPONSES**

Offerors shall submit only one proposal.

**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 ½ 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.

**Technical and Business Proposal**

The technical proposal must address all the Technical and Business specifications as outlined in Section IV. of this RFP. The technical and business proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

1. Letter of Transmittal
2. Proposal Summary
3. Response to Product Requirements
4. Response to Service Requirements

5. Response to Business Information Requested
6. Offeror's Additional Terms and Conditions

### **Cost Proposal**

1. Detailed Pricing Structure
2. Three Pricing Scenarios as provided

### **Other Supporting Materials**

1. Campaign Contribution Form (Attachment B)
2. Offerors may attach other materials, which may improve the quality of their responses. These materials should be included in a separate appendix.

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

## **IV. TECHNICAL AND BUSINESS PROPOSAL**

### **A. Letter of Transmittal**

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

1. Identify the submitting firm and/or individual;
2. Identify the name and title of the person authorized to contractually obligate the firm and/or person;
3. Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the firm;
4. Identify the names, titles and telephone numbers of the person to be contacted for clarification;
5. Explicitly indicate acceptance of the Conditions Governing the Procurement as stated in Section II, Paragraph C.1;
6. Include offeror's NM CRS# and NM Vendor ID number.
7. Be signed by the person authorized to contractually obligate the firm;
8. Acknowledge receipt of any and all amendments to this RFP.

### **B. Product Description**

In this section, please describe and certify the function, features, performance and endurance quality of the product being offered consistent with the features, scheduling and reporting capabilities as outlined in the Detailed Scope of Work.

1. **Feature Set**
  - a) Allows for an unlimited number of interpreters.

- b) Allows for the import and export of data.
- c) Allows scheduling over multiple court locations.
- d) Allows for coordinators to see each other's grid.
- e) Provides central administrative oversight of all activity.
- f) Allows for the input of detailed information for each interpreter, including, but not limited to, e.g, languages interpreted, certifications, availability, preferences, contact and billing information, address, vendor identification, gender, case preferences.
- g) Provides access from any device with internet access and through text messaging.
- h) Includes an application for mobile devices for all users: requesters, schedulers, interpreters and management.
- i) Allows schedulers to attach files with case-related information to confirmations sent to interpreters.
- j) Enables interpreters to log on to view scheduled assignments; schedulers can log on to view all scheduled and pending assignments.
- k) Provides for checking in and checking out of assignments within the interface.
- l) Allows scheduler to easily organize and identify with different colors assignments by categories such as in-person, telephonic, video remote interpreting, etc.
- m) Allows interface with other interpreter databases.

## **2. Scheduling Capabilities**

- a) Interpreters can specify their varying availability for specific days or weeks.
- b) Allows for entering multiple court locations that can be selected for specific assignments.
- c) Includes automatic e-mailing of assignments daily and weekly to interpreters and to schedulers.
- d) Precludes sending assignments to already scheduled or otherwise unavailable interpreters.
- e) Allows the identification of interpreters by level of certification to ensure that interpreters are only scheduled for assignments that match their skill level, distance from assignment.
- f) Confirms assignment via e-mails that includes a calendar link and link to Rand McNally as default for directions to assignment.
- g) Sends automatic text reminders to scheduled interpreters.
- h) Prohibits interpreters from cancelling assignments without notifying scheduler.
- i) Tracks court cancellations of assignments, with an automatic alert to the scheduler.
- j) Includes notification of assignments via both text and e-mail and acceptance by either means.

## **3. Reporting Capabilities**

- a) Includes automated invoicing consistent with AOC's current interpreter invoice.
- b) Provides for a variety of reports which are easy to generate, including, but not

- limited to, assignments by language, interpreter, court, type of case, cancellations by court, cancellations by interpreter, cost of cancellations by case type and court.
- c) Allows reports to be generated locally by schedulers or statewide by central administrator.

#### 4. **Billing Capabilities**

- a) Includes automated invoicing consistent with AOC's current interpreter invoice.
- b) Generates an invoice that interpreters can print to mail in for payment.
- c) Allows for formulas included on AOC approved invoice (See attachment C)
- d) Allows for multiple hourly rates depending on interpreters' certification level.
- e) Automatically calculates total billable hours, travel time, mileage and per diem based on information provided by the interpreter and parameters set forth by AOC.
- f) Allows for regional coordinators to approve/reject invoice.
- g) Allows for corrections by schedulers and administration.

#### C. **Service Description**

Offeror must describe those factors which evidence the ease of use and technical support capabilities and specifically respond to the following service specifications:

- a) Easy upload and updating of interpreter profiles and court-related information.
- b) Timely customization based on New Mexico specific needs, e.g., invoice; cancellation alerts during year one at no additional charge to AOC.
- c) Demonstrated ability to rapidly identify and address software problems and functionality.
- d) 24/7 tech support via e-mail and technical support via phone available during business hours (8:00 a.m.-5:00 p.m. MST) to address software customization.
- e) 24/7 tech support via e-mail available to management, court staff and interpreters.
- f) Technical support via phone available to management, court staff and interpreters during business hours (Mon-Fri 8:00 a.m.-5:00 p.m. MST).
- g) FAQs option for quick assessment of problems/solutions.

#### D. **Business Information**

##### 1. Offeror Information

- a) Briefly described of the history and organization of the offeror's firm and of any proposed subcontractors.
- b) Provide copies of business licenses or other credentials together with evidence that the offeror, if a corporation, is in good standing and qualified to conduct

business in New Mexico.

- c) Most recent year's annual report or comparable document, including current profit and loss, assets and liabilities, and other relevant financial data
- d) Describe similar projects completed by the offeror within the last three years.
- e) Provide the qualifications, background and experience of key project staff who will be introducing the product, training schedulers and interpreters and providing ongoing technical support.

## 2. References

Please provide contact information for three references from organizations that have used the offeror's services for similar projects within the last 12-18 months.

## V. COST PROPOSAL

As the AOC may award a contract based on the initial offer, an offeror should make its initial offer on the most favorable terms available. The AOC reserves the right, however, to have discussions with those offerors falling within a competitive range, to request revised pricing offers from them, and to make an award or conduct contract negotiations thereafter.

- A. Provide Detailed Pricing Structure for all aspects of the product as presented.
- B. For each scenario below please cost out the charges, based on the pricing structure presented:

### Scenario 1:

During the month just ended, 250 interpreting assignments were filled using your scheduling system. Eighty-five (85) of these assignments were four hours in length; 165 were two hours in length. Twenty-five percent of all the scheduled assignments were canceled and the interpreter did not appear.

### Scenario 1:

During the month just ended, 650 interpreting assignments were filled using your scheduling system. Two hundred and fifteen (215) of these assignments were four hours in length; 485 were two hours in length. Twenty-five percent of all the scheduled assignments were canceled and the interpreter did not appear.

### Scenario 1:

During the month just ended, 1000 interpreting assignments were filled using your scheduling system. Three hundred and three (303) of these assignments were four hours in length; 697 were two hours in length. Twenty-five percent of all the scheduled assignments were canceled and the interpreter did not appear.

## V. EVALUATION

### EVALUATION POINT TABLE/SUMMARY

The following is a summary of evaluation factors (Sections III & IV) with a point value assigned to each factor. These weighted factors will be used in the evaluation of individual Offeror proposals. Only finalist Offerers will receive points for an oral presentation should this be requested.

Section Ref #	Evaluation Factor	Points
IV. A.	Letter of Transmittal	Pass/Fail
IV.	Proof of Good Standing to Operate in New Mexico	Pass/Fail
IV. B. 1	Product Description – Feature Set	200
	a) Allows for an unlimited number of interpreters.	20
	b) Allows for the import and export of data.	10
	c) Allows scheduling over multiple court locations.	10
	d) Allows for the export of all jobs from the previous system for all regions.	20
	e) Allows for coordinators to see each other’s grid.	20
	f) Provides central administrative oversight of all activity.	20
	g) Allows for the input of detailed information for each interpreter, including, but not limited to languages interpreted, certifications, availability, preferences, contact and billing information, address, vendor identification, gender, case preferences.	20
	h) Provides access from any device with internet access and through text messaging.	20
	i) Includes an application for mobile devices for all users: requesters, schedulers, interpreters and management.	20
	j) Allows schedulers to attach files with case-related information to confirmations sent to interpreters.	15
	k) Enables interpreters to log on to view scheduled assignments; schedulers can log on to view all scheduled and pending assignments.	10
	l) Provides for checking in and checking out of assignments within the interface.	5
	m) Allows scheduler to easily organize and identify with different colors assignments by categories such as in-person, telephonic, video remote interpreting, etc.	5
	n) Allows interface with other interpreter databases.	5

IV. B. 2	<p>Product Description – Scheduling Capabilities</p> <p>a) Interpreters can specify their varying availability for specific days or weeks. 20</p> <p>b) Shows full period of “guarantee” (up to 48 hours), which allows for interpreter to be redirected to other courts. 20</p> <p>c) Shows overlapping assignments and automatically adjusts billable hours. For example: if an interpreter is scheduled 9-11am at a hearing and later on another hearing (10-noon) is added, total billable hours should be 3. 20</p> <p>d) Allows for entering multiple court locations that can be selected for specific assignments. 20</p> <p>e) Includes automatic e-mailing of assignments daily and/or weekly to interpreters and to schedulers. 20</p> <p>f) Precludes sending assignments to already scheduled or otherwise unavailable interpreters. 20</p> <p>g) Allows the identification of interpreters by level of certification to ensure that interpreters are only scheduled for assignments that match their skill level, distance from assignment. 20</p> <p>h) Confirms assignment via e-mails that include a calendar link and link to Rand McNally as default for directions to assignment. 20</p> <p>i) Sends automatic text reminders to scheduled interpreters. 10</p> <p>j) Prohibits interpreters from cancelling assignments. 10</p> <p>k) Tracks court cancellations of assignments, with an automatic alert to the scheduler. 10</p> <p>l) Shows interpreter location during times of guarantee. 10</p> <p>m) Shows distance between assignments. 10</p> <p>n) Includes notification of assignments via both text and e-mail and acceptance by either means.</p>	200
IV. B. 3	<p>Product Description – Reporting Capabilities</p> <p>a) Provides reports including but not limited to: Billable hours versus actual hours, Number of users (LEP or deaf/hard of hearing individuals) served, assignments by language, interpreter, court, type of case, cancellations by court, cancellations by interpreter, cost of cancellations by case type and court. 50</p> <p>b) Allows reports to be generated locally by 50</p>	150

	schedulers or statewide by central administrator. c) Allows export of reports in pdf and Excel format.	50
IV. B. 4	Billing Capabilities	100
	a) Includes automated invoicing consistent with AOC's current interpreter invoice.	20
	b) Generates an invoice that interpreters can print to mail in for payment.	20
	c) Allows for formulas included on AOC approved invoice (See attachment C)	20
	d) Allows for multiple hourly rates depending on interpreters' certification level.	10
	e) Automatically calculates total billable hours, travel time, mileage and per diem based on information provided by the interpreter and parameters set forth by AOC.	10
	f) Allows for regional coordinators to approve/reject invoice.	10
	g) Allows for corrections by schedulers and administration.	10

IV. C.	Professional & Technical Services	150
	a) Easy upload and updating of interpreter profiles and court-related information.	20
	b) Demonstrated ability to timely customize features based on New Mexico specific needs, such as a custom invoice and cancellation alerts during year one at no additional charge to AOC.	25
	c) Demonstrated ability to rapidly identify and address software problems and functionality.	25
	d) Tech support via e-mail and technical support via phone available during business hours (8:00 a.m.-5:00 p.m. MST) to address software customization.	20
	e) Tech support via e-mail available to management, court staff and interpreters during business hours (8:00 a.m.-5:00 p.m. MST).	20
	f) Technical support via phone available to management, court staff and interpreters during business hours (Mon-Fri 8:00 a.m.-5:00 p.m. MST).	20
	g) FAQs option for quick assessment of problems/solutions.	
IV. D.1	Corporate Experience	125
IV. D. 2	Corporate References	125
V.	Cost Proposal	200
	<b>Total</b>	<b>1250</b>

	Oral Presentation and Demonstration (If Requested)	250
	<b>TOTAL with Presentation</b>	<b>1500</b>

\* Mandatory Item scored "pass/fail"

## **EVALUATION FACTORS**

Points will be awarded on the basis of the following evaluation factors.

1. Letter of Transmittal  
Must include all information as specified in Section III.  
Pass/Fail
2. Proof of Good Standing for Business Operation in New Mexico  
Pass/Fail
3. Product Description - Feature Set  
Proposals will be evaluated and points awarded based on the extent to which the product described includes the various functionalities included in Section IV. B. 1
4. Product Description – Scheduling Capabilities  
Proposals will be evaluated and points awarded based on the extent to which the product described provides the scheduling capabilities as identified in Section IV. B. 2
5. Product Description – Reporting Capabilities  
Proposals will be evaluated and points awarded based on the extent to which the product described will ensure a wide range of reports, including but not limited to those referenced, and the ease with which reports can be generated, Section IV. B. 3.
6. Service Description  
Proposals will be evaluated and points awarded based on the offeror’s ability to customize the product to meet specific NM needs and the availability of technical support.
7. Corporate Experience  
Proposals will be evaluated and points awarded based on the extent and pertinence of offeror’s experience scheduling interpreters in court and other settings, providing the same or similar product; years of experience; qualifications and experience of key project staff.
8. Corporate References  
Points will be awarded based on evaluation of the offeror’s work for previous clients receiving services similar to those proposed by the offeror for this contract.
9. Cost Proposal

The evaluation of each offeror's cost proposal will be conducted using the following formula for each of the three scenarios presented:

Lowest Offeror Total Cost for Scenario

This Offeror's Total Cost for this Scenario X 150 = Award Points

10. Oral Presentation/Demonstration (If Requested)

Points will be awarded based on effectiveness of the communication, the technical knowledge of the presenter/s, quality of materials presented and quality of the responses to questions from the evaluation committee.

c. **EVALUATION PROCESS**

1. All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.7.

3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.15.

4. Responsive proposals will be evaluated on the factors in Section V. which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated based on their revised proposal. The responsible Offeror whose proposal is most advantageous to the AOC, taking into consideration the evaluation factors in Section V., will be recommended for contract award as specified in Section II, Paragraph B.9. Please note, however, that a serious deficiency in the response to anyone factor may be grounds for rejection regardless of overall score.

**ATTACHMENT A**  
**ACKNOWLEDGMENT OF RECEIPT FORM**

REQUESTS FOR PROPOSALS  
Court Interpreter Scheduling Management System  
ACKNOWLEDGMENT OF RECEIPT FORM

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

The acknowledgment of receipt should be signed and returned to the Procurement Manager no later than 2:00 p.m. MT on August 7, 2013. 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 AOC's written responses to those questions as well as RFP amendments, if any are issued.

ORGANIZATION: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

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

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

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

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

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

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

**ATTACHMENT B**  
**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position)

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (Position)

ATTACHMENT C  
NEW MEXICO INTERPERTER INVOICE

**NEW MEXICO ADMINISTRATIVE OFFICE OF THE COURTS  
CERTIFICATION OF INTERPRETER SERVICES - CERTIFIED SPOKEN - \$46.00 x hour**

<<< Invoice >>>

Date of Service \_\_\_\_\_

Payee/Interpreter's Name: \_\_\_\_\_

Court Name (Specify Metro/Magistrate/District)-City and County \_\_\_\_\_

Payee/Interpreter's Complete Mailing Address /City/State/Zip Code \_\_\_\_\_

**Total due interpreter services:** \$ 0.00

**Total to assignment:** \$ 0.00

DFA Vendor No.: \_\_\_\_\_

**Total return/remaining travel time** \$ 0.00

**Enter Parking Fees:** \$ 0.00

Daytime Phone number \_\_\_\_\_ Email Address \_\_\_\_\_  
NM Gross Receipt Tax No. \_\_\_\_\_

**Mileage\*:** \$ 0.00

**Sub-Total:** \$ 0.00 Enter Tax Rate Percentage  
**0.0000%**  
*\*\*All of the above are subject to NM GRT\*\**

Certified Spoken Language Interpreter  
Certification Type \_\_\_\_\_

**Gross Receipts Tax:** \$ 0.00

Language Assigned to Interpret: \_\_\_\_\_

**Enter Per Diem from worksheet:** \$ 0.00

**Total Amount Due:** \$ 0.00

Date	Start Time	End Time	Actual Hours Worked	Type of Proceeding / Case Number / Gridcheck #	Billable Hours
			0.00		0.00
			0.00		0.00
			0.00		0.00
			0.00		0.00
<b>ENTER ACTUAL TOTAL HOURS WORKED</b>			0.00	<b>TOTAL BILLABLE HOURS</b>	0.00
<b>ENTER TRAVEL MILEAGE TO INITIAL ASSIGNMENT</b>			0.00	For multiple assignments in one day, list miles per assignment	
<b>PAYABLE TRAVEL TIME TO INITIAL ASSIGNMENT</b>			0.00		
<b>ENTER RETURN/REMAINING MILEAGE after initial assignment</b>			0.00	Map miles ( ) Actual Miles ( )	
<b>RETURN/REMAINING TRAVEL TIME Return/Remaining miles divided by 60</b>			0.00	Odometer Beginning _____ Odometer Ending _____	
<b>REMAINING TIME ON GUARANTEE Billable hours minus Total Hours Worked</b>			0		
<b>PAYABLE RETURN/REMAINING TRAVEL TIME Travel Time minus Time Remaining on Guarantee</b>			0.00		

I certify that the information contained in this statement, including attachments, is true and correct under penalty of perjury.

\_\_\_\_\_  
Interpreter's Signature

\_\_\_\_\_  
Date

**FOR COURT USE ONLY**

I certify that the person named above attended court as an interpreter in the designated case(s). I have examined this claim and find it to be true, to the best of my knowledge under penalty of perjury.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Designee's Signature

ATTACHMENT D  
CONTRACT TERMS AND CONDITIONS

**STATE OF NEW MEXICO  
ADMINISTRATIVE OFFICE OF THE COURTS  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of March, 2018 by and between the Administrative Office of the Courts, hereinafter referred to as the "AOC," and \_\_\_\_\_, 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 perform the following work:

Provide a web-based, secure interpreter scheduling management system that provides easy web-based access for both interpreters and schedulers, speedy notification and confirmation of assignments/cancellations via text and e-mail, 24/7 tech support, automated reminders, automated invoicing, and interpreter tracking to include, but not be limited to the features, scheduling capabilities, reporting capabilities and service details as described in Attachment A to this Agreement. The successful offeror will also provide on-site training at start-up.

B. Services will be performed via the web and at corporate offices located in \_\_\_\_\_.

2. Compensation.

A. The AOC shall pay to the Contractor in full payment for services satisfactorily performed at the rates indicated below. Such compensation shall not exceed \_\_\_\_\_ dollars (\$00000.00), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement (NOTE: Rate Varies by County; out-of-state rate is 5.125%) \_\_\_\_\_ dollars (\$0000.00) shall be paid by the AOC to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not \_\_\_\_\_ dollars (\$0000.00). This amount is 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 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. All invoices MUST BE received by the AOC no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

c. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the AOC finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. 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 acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the AOC shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

### 3. Term.

THIS AGREEMENT runs from March 1, 2018 until June 30, 2019 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.

### 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. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'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.

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: Pamela Sanchez, Administrative Office of the Courts, 237 Don Gaspar, Rm. 25, Santa Fe, NM 87501; Email: aocpjs@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  
NM 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