

Albuquerque Public Schools
REQUEST FOR QUALIFICATIONS
(RFQ)

RFQ # 18-017SC-RA

Music Therapy Services for Special Education



RFQ DUE TIME AND DATE: 10/31/17 @ 2:00 PM (LOCAL TIME)
PRE-PROPOSAL MEETING: 10/17/17 @ 11:00 AM (LOCAL TIME)
PRE-PROPOSAL LOCATION: APS Procurement Conference Room
6400 Uptown Blvd. NE, Suite 500 E
Albuquerque, NM 87110
DEADLINE FOR QUESTIONS: 10/26/17 @ 5:00 P.M. (LOCAL TIME)
PURCHASING CONTACT: Steven Carpenter at 505-878-6121
E-MAIL: carpenter_st@aps.edu

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

OFFICIAL CONTACTS ONLY

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

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GENERAL INSTRUCTIONS

1. Requests for qualifications (RFQ) will be received at the Albuquerque Public Schools Procurement Office no later than 10/31/17 at 2:00 P.M. (Local time) at which time the said proposals will be opened and recorded as received.

Albuquerque Public Schools (APS) seeks qualified, professional vendors to provide Music Therapy Services in accordance with the specifications contained in this Request for Qualifications (RFQ). In particular, the services requested herein and to be provided under any contract awarded as a result of this RFQ are for Music Therapy Services as needed by the district Special Education Department.

This RFQ is intended to solicit responses from Music Therapists that are interested in providing music therapy services for education meetings, parent conferences, student hearings, and other such meetings and events as requested by the APS Special Education Department.

The scope of procurement is to secure an agreement with Music Therapists who have the ability, will, and resources to provide Music Therapy Services as needed by the district. Therapists will work directly with the Special Education Department on a per hour basis.

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

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

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

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

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

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

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

Walk-in delivery or Carrier Service UPS, Fed Ex, Ect. (NO USPS MAIL)	USPS Mailing Address (Allow 10 additional days)
Albuquerque Public Schools	Albuquerque Public Schools
Attn: Procurement Department City Center Suite 500 E	Attn: Procurement Department City Center Suite 500 E
6400 Uptown Blvd NE, Suite 500 E	PO Box 25704
Albuquerque, NM 87110	Albuquerque, NM 87125-0704

9. Any and all Proposals not received by the Proposal submission date and time shall be rejected. No late proposals will be accepted under any circumstances, not even if Delivery Company is late. It is recommended to send your proposal early. The only acceptable evidence to establish the time of receipt is the date/time stamp imprint from the APS from the APS Procurement bid clerk.

*Please note: APS does not have a mailbox on site. For US Postal Mail, we can only accept delivery at our P.O. Box. If you send a USPS package or letter to the Physical Address, it will not reach our office.

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

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

“Agency” shall mean Albuquerque Public Schools (APS)

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

“Contractor” shall mean successful Offeror.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Proprietary or confidential data shall be readily separable from the offer in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

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

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

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

TERMS AND CONDITIONS

1. **TERM:** APS reserves to right to procure the services/goods as described in this RFQ and enter into a one (1) year contract, plus an additional one-year extension, not to exceed a total of four (4) years. The District will determine which is most advantageous and in the best interest of the District.

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

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

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

A. Termination by the Contractor

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

B. Termination by the District

1. For Cause

a. The occurrence of either one of the following events will justify termination for cause:

- i. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
- ii. Contractor's violation in any substantial way of any provisions of this contract.

b. If either one of the events identified above occur, the District may, after giving Contractor (and the surety, if any) ten (10) days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.

c. Where Contractor's services have been so terminated by the District, the termination will not affect any rights or remedies of District against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the District will not release the Contractor from liability.

2. For Convenience

a. Upon ten (10) days written notice to contractor, APS may without cause and without prejudice to any other right or remedy of APS, elect to terminate the contract.

b. In such case, Contractor shall be paid (without duplication of any items):

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

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

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

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

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

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

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

7. AUDIT: The District reserves the right to audit the contractor’s records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by District personnel or

a third party under contract with the District. The District shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from the District the contractor agrees to fully cooperate with the auditors. If contractor subcontracts any portion of its obligation to another party, contractor shall guarantee District's access to books and records of such party.

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

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

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

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

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

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

PROTESTS

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

2. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (13-1-173 NMSA 1978).

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

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

A. State the reasons for the action taken; and

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

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

RFQ SCHEDULE

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

Action	Responsibility	Date
Issue of RFQ	District	10/02/17
Non-Mandatory Pre-proposal Meeting APS Procurement Conference Room- 500E	District and Offerors	10/17/17 @ 11:00 am (local time)
Deadline for Questions	Offeror	10/26/17 @ 5:00 pm (local time)
Submission of Proposal	Offeror	10/31/17 @ 2:00 pm (local time)
Evaluation of Proposals	Evaluation Committee	TBD
*Finalist's Interviews	Evaluation Committee	TBD
Contract Negotiations	District Purchasing	TBD
<p>*The selection committee <i>may</i> interview the Offeror(s) of the top rated proposals; however, contracts may be awarded without such interviews and based solely on written offers.</p> <p>This schedule is subject to change.</p>		

BACKGROUND

The Special Education Department coordinators are responsible for the coordination of Music Therapy Services. The department is tasked with facilitating essential and meaningful communication between parents and school personnel at various locations throughout the district.

Special Education serves the entire Albuquerque Public School District, with the exception of charter schools, which as of school year 2017-2018 includes over 140 schools.

SCOPE OF WORK

The selected vendor(s) will provide Music Therapy Services for the Albuquerque Public Schools District on an “as-needed” basis throughout the year.

Regular working hours for APS are 8:00 a.m. to 4:30 p.m., Monday through Friday. Work shall be coordinated with APS Special Education representative and the site administrator for minimum interference with any facility schedule. Overtime, weekend and emergency work are not anticipated.

The work to be performed under this contract is subject to strict APS internal controls. After approval of Special Education Department a service schedule will be scheduled. In emergency situations, a verbal work request may be made by the Director of Special Education Department, or designee Note: Contractor shall not accept work requested directly from the schools. Contractor shall proceed with work only after receiving proper authorization from authorized contact(s).

Scope/Purpose of Work

This RFQ is intended to solicit responses from qualified Music Therapy firm(s) that are interested in providing the services listed below.

- Design and implement music therapy services or evaluations, including teacher consultation services and home programs, appropriate to meet the need of the individual students as determined by the Individualized Education Programs (IEP) Committee for each student for whom service is provided according to the state and federal regulations and within professional ethics for Music Therapy services.
- Comply with current documentation standards and APS Special Education Services policies and procedures.
- Provide progress reports on the treatment of student(s), Medicaid documentation, or other evaluation reports as may be appropriate or required for each student.
- After the initial due date, this solicitation is an open-ended RFQ for music therapy. Vendors may submit a response to this solicitation any anytime the solicitation is open. This solicitation will remain open for submission of responses for music therapy for a period of up to four (4) years from the issuance date. The District shall have the right to close/end this solicitation for submission at any time prior to the four (4) year period. If it is in the best interest of the District.

- For the life of this Procurement, APS reserves the right to award contracts, to individuals or firms who can provide individuals, who provide music therapy services and who meet all the criteria of. The contractor must meet and agree to the terms & conditions and compensation listed. Individuals or firms must submit, to Procurement, all the requirements/documents that are listed in submittal requirements.

APS Procedures Regarding Students:

APS will at all times determine the students eligible for special education services and assign case load accordingly. The District reserves the right to assign any service provider to any school or other location based upon the needs of the students. Offeror will not enter into APS administrative decisions. Acceptance by APS of an offeror's proposal in any category does not guarantee a specified number of consultations or any other work. Time estimates are included to provide the offeror with some idea of possible activity and are not a commitment of purchase services. APS shall only pay for services rendered unless specifically agreed otherwise. Offeror will be expected to serve the entire District with no mileage provisions.

Any confidential information provided to or developed by an offeror in the performance of his/her assigned duties shall be kept confidential and shall not be made available to any individual or organization or used by the offeror without the written consent of APS.

Provisions of services, students or facilities made impossible or creating unreasonable hardship by fact or school closure, extreme weather conditions, acts of God, wars/riots or destruction of facilities and the like shall not cause either APS or the offeror to be in default. Illness or personal emergency of either student or offeror shall be brought to the immediate attention of the Director of Special Education or designee.

Fingerprints and Background Checks

Per Section 1 Section 22-10-3.3 NMSA 1978 (being Laws 1997, Chapter 238, Section 1) New Mexico Statutes and State Board of Education Rules require that all applicants who have been offered employment, contractors, and contractor's employees with unsupervised access to students be fingerprinted in order to establish positive identification for a state and federal criminal background check. Albuquerque Public Schools will also require said applicants or prospective contractors to pay for the cost of obtaining the fingerprints and background check. Employment or contract may be denied under the Criminal Offender Employment Act if the background check reveals a history of convictions of felonies or misdemeanors, or other information (supported by independent evidence) that could establish unfitness for working in proximity to children and youth. Records and any related information shall be privileged and shall not be disclosed to a person not directly involved in the employment decision regarding the applicant or contractor.

If your bid proposal is accepted and a contract is awarded, contractor(s) must complete the fingerprinting process prior to serving APS students. Ongoing contractor(s) and/or

contractor's staff/employees who will have unsupervised access working in proximity to students will be required to complete the finger printing process every two (2) years.

Fingerprints are taken on a walk-in basis at APS Central Office, 6400 Uptown Blvd. NE, Suite 105E, Albuquerque, NM 87110. Fingerprinting hours are 8:00 AM – 3:30 PM, weekdays. Candidates must bring picture identification, a **Visa or MasterCard Debit/Credit card, or a cashier's check or money order in the amount of \$33.00 payable to Board of Education.** Cash and personal checks are not acceptable.

The APS Personnel Department will forward the cards and funds to the State and the Federal Bureau of Investigation. Receipt of a report requiring further investigation may result in suspension or cancellation of the contract.

Contractor Responsibilities:

The Contractor or contractor's therapists will fulfill the following requirements and perform the following services in a satisfactory and proper manner. The Contractor shall:

- 1 Provide a copy of degree and certification in Music Therapy.
- 2 Provide a copy of business license issued by the City of Albuquerque, proof of automobile insurance for contractor(s) or contractor's therapists, completed new vendor number information form (if provider is a new vendor for the District), and current fingerprinting and background check results.
- 3 Provide a list, to be signed by both the Contractor and the District, of approved therapists who will be working in the District for the 2017-2018 school year, including the number of hours per week each therapist is allowed to bill.
- 4 Participate in a pre-service orientation meeting held by the District for contracting therapists to address procedures related to licensure documentation, fingerprinting and background checks, district-required timesheets, service documentation, and other District requirements.
- 5 Complete weekly timesheets using District form with approved signatures of site administrator (timesheets must be included with monthly invoice to District).
- 6 Bill for direct service hours not to exceed 6.5 hours per day. Direct service may include evaluations, therapy, parent consultation, consultation with school staff, and participation in District-scheduled parent conferences, participation in IEP meetings, report writing, service documentation logs, and preparation of IEP documents.
- 7 Obtain prior approval from the District for a therapist to bill for hours beyond those specified above.
- 8 Not be allowed to make up service time for Contractor absences.
- 9 Not be compensated for any of the following: volunteer activities with APS activities, workshop or conference attendance.
- 10 Not accept students for internship/practicum experience or accept supervisory duties associated with APS activities

- 11 Conduct music therapy evaluations and provide therapy services for eligible assigned students according to state and federal regulations.
- 12 Assure that all music therapy services are provided in accordance with standards of professional ethics.
- 13 Contractor to provide equipment to meet the requirements of the needed therapy.
- 14 Provide performance data, assist with goal writing and participate in Individualized Education Program (IEP) committee meetings for eligible students, in accordance with state and federal regulations.
- 15 Design and implement therapy services to assign caseload at assigned sites including teacher consultation services, appropriate to meet the needs of the individual students as determined by the IEP Committee.
- 16 Provide caseload information for progress reports within specified timeframes as required by APS.
- 17 Bill APS only for services rendered, fully comply with all other state and federal requirements associated with provision of the services contemplated herein and not bill any other party (e.g. Medicaid, 3rd party insurance, or parents). Violation of this provision will result in termination of the contract.
- 18 Contractor shall, for the duration of the contract, maintain professional liability and automobile liability insurance with limits of liability of no less than the limits of liability for governmental entities as provided by the New Mexico Tort Claims Act. Contractor shall provide APS with proof of such insurance as a condition precedent to the execution of this contract. Contractor also agrees to notify APS immediately if such insurance is out of force for any reason at any time during the life of the contract. Also, workers compensation insurance where required by law.
- 19 Agree to defend, indemnify, and hold harmless APS and its officials, agents, and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any services performed by the Contractor under this Agreement.

APS RESPONSIBILITIES:

APS RESPONSIBILITIES: APS will fulfill the following requirements and perform the following services in a satisfactory and proper manner. APS shall:

- 1 Generate list of approved therapists assigned to the District and the maximum number of hours each is allowed to bill weekly. This list is to be reviewed and signed by the Contractor or agency and the District.
- 2 Provide a pre-service orientation meeting for contracting therapists to address procedures related to licensure documentation, fingerprinting and background checks, district-required timesheets, service documentation, Medicaid billing, and other District requirements.
- 3 Provide a district-approved timesheet to be used by all contracted therapists

- 4 Provide a list of students who have been referred for evaluation or identified by the IEP committee to receive therapy services to each service provider.
- 5 Provide, for each student referred, referral information; case histories, including educational, family and medical information, hearing and vision screening; completed educational diagnostic and ancillary evaluation reports; IEP; and other relevant data necessary to design and implement therapy services.

EXPERIENCE: In narrative form, describe your qualifications and experience providing music therapy services in a school setting. Include any information that will document the offeror has demonstrated competence, credibility and responsiveness in providing such services in the past and can be reasonably expected to perform in a like manner in the future. Include three (3) current letters of professional reference.

Economic and Price Considerations:

Price Per Hour: _____

To follow APS Schedule for school delay days, School closures, or other events in which the District determines the need exists to close a school(s), hours lost due to these events are not billable

Mileage will not be paid.

Service Capability:

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

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

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

References:

The submittal shall include three (3) letters of recommendation or references from clients who receive or have received similar services. The references should reflect the span of the Offeror's time in the business. APS reserves the right to contact references other than,

and/or in addition to, those furnished by the bidder. The minimum information that should be provided about each reference is:

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

EVALUATION CRITERIA

Possible Points	Points This RFQ
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Costs Include detailed information regarding cost for requested scope of work	40	
Experience and References - Minimum 3 Include prior or current clients that you have provided the same or similar services as the requested scope of work. List a reference for each prior and current client including name, phone number and email address. Music Therapy Services Experience Narrative	20	
Assigned Personnel Include information of the assigned personnel that will be directly providing the requested services to APS. Resume's outlining experience, education, certifications, and other relevant information is recommended.	15	
Methodology and Approach to Scope of Work Include information of the methodology and approach to the requested scope of work of this RFP. Include information on how you will provide the requested services.	25	
Total Possible Points	100	
New Mexico Resident Business Preference: Five percent of the total possible points to a resident business. Offeror shall include a copy of their In-State Certificate issued by State of New Mexico Taxation & Revenue Department.	5	
Veteran New Mexico Resident Business Preference : Ten percent of the total possible points to a resident veteran business. To qualify an Offeror must include a copy of their Resident Veteran Certificate issued by State of New Mexico Taxation & Revenue Department, and NM Tax & Revenue documentation of annual business revenue. 10 points for Resident Veteran Business/Contractor with annual revenues of \$3 million or less as verified by State of NM Tax & Revenue.	10	
Total Possible Awarded Points	100-110	

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

SUBMITTAL REQUIREMENTS

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

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

The response packet and all copies should include the following:

- Signed Letter of Transmittal- (see attachment)
- Resume
- Music Therapy Experience Narrative
- Copy of degree and certification in Music Therapy
- Three (3) Letters of Recommendation/Reference from Clients
- Costs (see below)
- Proof of current auto insurance
- Signed Campaign Contribution Disclosure Form
- Signed Conflict of Interest and Debarment/Suspension Form
- Signed Statement of Confidentiality
- State of New Mexico Resident Business or Veteran Resident Business Certificate, if applicable
- Copy of current business license/registration certificate from the State of New Mexico Taxation and Revenue Department, if applicable

COSTS

If offeror is a firm, please submit the required information for all personnel who may participate in providing service.

Economic and Price Consideration _____ Per Hour

School closures, delay day due to weather or other events in which the District determines the need exists to close a school(s), hours lost due to delay are not billable.

PROPOSAL CHECKLIST **Albuquerque Public Schools / Procurement Department**

Did You:

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

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

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

LETTER OF TRANSMITTAL FORM – Submit with your proposal

Item #1 to 4 EACH MUST BE RESPONDED TO, Failure to respond to all four 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 the organization:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

- On behalf of the submitting organization named in Item #1, above, I accept the Terms and Conditions Governing the Procurement.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in this RFP.
- I acknowledge receipt of any and all amendments of this RFP.

Authorized Signature _____

Date _____

(Must be signed and dated by the person identified in Item #2, above.)

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

– OR –

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

Signature

Date

Title (position) _____ Offeror Business Name _____

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

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to Albuquerque Public Schools in response to the above referenced request for qualifications.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge: No employee or board member of Albuquerque Public Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Albuquerque Public Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator:

_____ List below the name(s) of any Albuquerque Public Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor. _____

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to Albuquerque Public School's Procurement Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

Signature: _____

Name of Person Signing (typed or printed): _____

Title: _____ **Date:** _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____

**ALBUQUERQUE PUBLIC SCHOOLS
STATEMENT OF CONFIDENTIALITY**

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

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

Signature

Title

Offeror Business Name

Date