



# ALBUQUERQUE PUBLIC SCHOOLS

## Request for Proposal

RFP # 18-052-RA

RFP Title: Student Mental Health Services

### RFP Schedule

Action	Date
RFP- Original Issued	8/30/2021
Deadline for Questions	09/03/2021 @ 5:00pm (local time)
RFP Due Date and Time – Original due date	09/10/2021 @ 3:00pm (local time)
<b><i>Proposals must be received by the due date and time. No late proposals will be accepted.</i></b>	
Evaluation of Proposals	TBD
Contract Negotiations	TBD

**\*\*Please note this RFP had an initial due date of 4/13/2018; this solicitation is to obtain additional respondents.**

After the initial due date, this solicitation is an open-ended RFP for additional respondents. Vendors may submit a response to this solicitation any anytime the solicitation is open and accepted by the District.  
**If you have been awarded a contract with original solicitation 18-052-RA in 2018, you do not need to re-submit.**

### RFP Buyer Contact Information

Name	Rennette Apodaca
Phone Number	505-878-6112
E-mail	Rennette.apodaca@aps.edu
Any inquiries or requests regarding clarification of this RFP document shall be submitted to the buyer in writing. Proposers may contact ONLY the buyer regarding the terminology stated in the procurement documents.	

### RFP Submittal Location

Proposals must be submitted electronically via electronic bidding system (Vendor Registry) by required date and time as noted on RFP document.
<a href="https://vrapp.vendorregistry.com/Vendor/Register/Index/albuquerque-public-schools-nm-vendor-registration">https://vrapp.vendorregistry.com/Vendor/Register/Index/albuquerque-public-schools-nm-vendor-registration</a>
<u>Offerors</u> understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to a bid closing time (Due Date/Time). Offerors also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents. <b>Offerors are strongly encouraged to review, create, and submit all electronic RFP responses several days in advance of the due date and time.</b>

### RFP Term

Additional Contracts will be awarded for one term to expire June 1, 2022
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## **PROPOSERS' GENERAL INSTRUCTIONS**

1. **READ ALL DOCUMENTS:** Offerors must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Request for Proposal. Offerors should promptly notify the Buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.
2. **OFFICIAL CONTACT:** 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 APS departments, employees or the evaluation committee. Any contact with an APS department, employee or evaluation committee member may result in rejection of any proposal.  
  
Any other verbal communication will be deemed unofficial and non-binding. Communication directed to parties other than the Buyer will have no legal bearing on this RFP or the resulting contract(s). Any response made by APS will be provided in writing to all Offerors by addendum; no verbal responses shall be authoritative.
3. **WRITTEN QUESTIONS:** Potential Offerors may submit written questions to the Buyer as to the intent or clarity of this RFP. All written questions must be addressed and submitted to the Buyer **NO LATER** than the date and time specified in this RFP. All times are subject to the local time zone. The Buyer will respond in a timely manner subject to the complexity of the questions. Buyer will **ONLY** respond to the written questions submitted and receive on or prior to the deadline in this RFP.
4. **SUBMISSION:** The submission of a proposal constitutes a representation by the Offeror that the Offeror has made all appropriate examinations, investigations, and analysis and has made provision as to the cost thereof in submitted proposal. By responding to this RFP, Offerors acknowledge and agree to the terms and conditions set forth in this RFP.
5. **ELECTRONIC RFP DOCUMENTS:** This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by APS, the Offeror acknowledges that the version maintained by APS on the APS procurement website shall govern.
6. **INCURRING COSTS:** Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. If applicable, any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.
7. **PROPOSAL OFFER FIRM:** Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after due date. If a best and final offer is requested, the offer is good for ninety (90) days after receipt of best and final offer.
8. **FORMS AND ATTACHMENTS:** It is the responsibility of every Offeror to ensure they have downloaded the latest version of each RFP, including any addendum(s) which may have been issued and posted on the APS Procurement Department Website.
9. **ADDENDUM(S):** No Addendum will be issued later than **FIVE (5)** days prior to the date for receipt of proposals, except an Addendum withdrawing the RFP or one which extends the date for receipt of proposals.

Offerors should revisit the website (<http://www.aps.edu/procurement>), then select, "See Current Bids and RFPs") prior to the due date before submitting their proposal to Albuquerque Public Schools. All addendums must be acknowledged in the submitted proposal.

10. **CORRECTIONS:** Corrections shall be initialed in ink by the Offeror signing the 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 to withdraw their proposal. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.
11. **EXCEPTIONS:** Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted proposal and unless otherwise stated, specifications and/or scope of work attached are the minimum requirements. Minor deviations to the specifications as listed, may be considered.  
  
The Buyer, after review of the proposals may request clarifications on information submitted by any and all Offerors in a written format, with a specified deadline for response.
12. **DISTRICT DISCRETION:** The District hereafter referred to as APS reserves the right, pursuant NMSA 1978, §13-1-132, in its sole discretion to waive minor informalities in proposals submitted provided that such informalities have no effect on price, quality, quantity or any matter to be evaluated in making a selection and confer no material advantage on the Offeror whose nonconformity is waived. APS reserves the right to add to or delete from the Scope of Work set forth in this RFP.
13. **BRAND NAMES:** Pursuant to NMSA 1978, §13-1-168, 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 pursuant to NMSA 1978 §13-1-168. If a vendor proposes an “equal” to scope of work/specifications, APS 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
14. **OFFEROR QUALIFICATIONS:** The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirement specified within this RFP. The Evaluation Committee may reject the proposal of any potential Offeror who is deemed not to be a responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, §13-1-83 and §13-1-85.
15. **AWARD:** APS reserves the right to award all, part or none of the Scope of Work set forth in this RFP. This procurement in no manner obligates Albuquerque Public Schools until a valid signed contract and/or valid Purchase Order is executed.
16. **PREFERENCES:** RFPs may be awarded preference in compliance with NMSA 1978, §13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. Offerors shall include in their proposal a copy of the certificate issued by State of New Mexico Taxation & Revenue. If Proposal is Joint Venture, Offeror shall state in submitted offer the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. **PLEASE NOTE: An Offeror cannot be awarded both a resident preference and a resident veteran business preference. The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.**
17. **TIMELY SUBMISSIONS:** All Offeror proposals must be received for review and evaluation no later than the time and date specified in this RFP.  
  
**Important Information:** Albuquerque Public Schools Online Bidding System (Vendor Registry) utilizes the Internet and the World Wide Web which is comprised of systems that are completely out APS’s control including but not limited to: the District, its agents, and registered suppliers' respective internet service providers. The District and its agents are not responsible for Internet outages, hardware failures, software failures, downtime, internet slowness, acts of God, power failures, and or user errors. All proposals must be submitted before the due date regardless of your organization's ability to submit proposals online. It is the suppliers' responsibility to ensure that RFP offers arrive before the due date and time.

Proposers understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to a bid closing time (Due Date/Time). Proposers also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents. **Suppliers are strongly encouraged to review, create, and submit all electronic bid responses several days in advance of the due date and time.** If you have any questions contact the Buyer listed on the RFP documents for assistance.

18. **EXTEND SUBMISSION TIME:** APS may in its sole discretion extend the time for the submission of bids upon a finding that it is in the interest of APS to do so. Such extensions shall be by addendum(s), which may be issued before the submission due date.
19. **RFP CANCELLATION OR REJECTION:** In accordance with NMSA 1978, §13-1-131, this RFP may be canceled or proposals may be rejected in whole or in part when it is in the best interest of Albuquerque Public Schools.
20. **RFP OPENING:** Submitted proposals shall not be publicly opened. The contents of the proposals shall not be disclosed during any negotiations that may occur. A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, §13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required APS signature on the contract(s) resulting from the procurement has been obtained.
21. **RESPONSIBLE AND RESPONSIVE OFFER:** APS may reject the proposal of any potential Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, §13-1-83 and §13-1-85.
22. **SOLE RESPONSE:** Any sole response that is received may be rejected by APS depending on available competition and timely needs of APS. APS reserves the right to award the contract to the responsible Offeror submitted responsive proposals most advantageous and in the best interest of APS.
23. **NEGOTIATIONS:** APS reserves the right to discontinue negotiations with any Offeror.
24. **MULTI-AWARD:** APS reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with NMSA 1978, §13-1-153.
25. **AFTER AWARD:** After final contract is negotiated, approved and awarded, 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 proposal 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 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 trade secret in accordance with the Uniform Trade Act, NMSA 1978, §57-3A-7. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.
26. **ASSIGNMENT:** It is mutually understood and agreed that the successful Offeror(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his/her right, title of interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of APS.

27. **APS SCHOOL BOARD APPROVAL:** The award of this contract is not final until approved by the APS School Board (if applicable) and/or contract is signed by both parties.
28. **DEFINITIONS:** Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.
- “**Agency**” shall mean Albuquerque Public Schools (APS)
- “**Award of Contract**” shall mean a formal written notice by APS that a firm(s) has/have been selected to enter into a contract for services.
- “**Contract**” shall mean an agreement for the procurement of items of tangible personal property or services.
- “**Contractor**” shall mean the 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 constituted to evaluate proposals and make selection recommendation.
- “**Finalist**” is defined as an Offeror who meets all the mandatory specifications of the RFP 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 Bidder’s bid.
- “**Offer**” – the term means “proposal”, “solution”, means all documents submitted to APS responding to RFP.
- “**Offeror**”, “**Bidder**”, or “**Proposer**” is any person, corporation, or partnership who chooses to submit a proposal in response to this RFP.
- “**Owner**” shall be Albuquerque Public Schools.
- “**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 Proposal**” or “**RFP**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
- “**Responsible Offeror**” shall mean an Offeror who submits a responsive bid 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 property described in the RFP.
- “**Responsive Offer**” or “**Responsive Proposal**” shall mean a bid, which conforms in all material respects to the requirements set forth in the RFP.

## **TERMS AND CONDITIONS**

1. TERM: APS reserves to right to procure the services/goods as described in this RFP and enter into a contract as described on RFP cover page.
2. NON-APPROPRIATION: The District's obligation to make payment under the terms of this RFP 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	\$2,000,000
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	\$500,000
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. **ASSIGNMENTS:** The awarded Contractor shall not assign nor delegate specific duties as part of this RFP nor transfer any interest nor assign any claims for money due or to become due under this RFP without the written consent of APS.
14. **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 RFP 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).

### **RFP SCHEDULE**

The RFP Buyer will make every effort to adhere to the RFP Schedule as noted on front cover page of this RFP. The schedule is subject to change by addendum. The evaluation committee *may* interview the Proposer(s) of the top rated proposals; however, contracts may be awarded without such interviews and based solely on written offers. Finalists will be contacted to schedule interviews, if required. If an interview is requested, evaluation scores will be re-scored to reflect written response and interview response.

### **OVERVIEW**

Albuquerque Public Schools (APS) invites you to submit an offer to provide student mental health services for the APS Student, Family and Community Supports (SFCS) Division. The APS SFCS Division is seeking qualified agencies/organizations/individuals in accordance with the specifications contained in this Request for Proposal (RFP). In particular, the services requested herein and to be provided under any contract awarded as a result of this RFB are for Student and Families Mental Health Services as needed by the district.

APS is the largest school district in New Mexico and one of the nation's largest school districts, covers more than 1,230 square mile geographical area. Currently, the district has 13 high schools, 12 schools of choice, 29 middle schools, 88 elementary schools plus 25 APS authorized Charter schools. APS has approximately 71,000 students and 11,000 employees. An elected Board of Education composed of seven members serving staggered terms of four years each governs the District. The Superintendent is Scott Elder.

### **Scope of Services**

The following section has the Scope of Work, work requirements and a checklist for student mental health services requested by APS SFCS Division. Please pay close attention to the information because these specifications state what information SFCS Division is requesting for you to submit with your proposal. If any of the specifications are not included in your response then your offer will be considered non-responsive and be rejected. Provide any documentation that you feel necessary to meet these requirements.

**\*\*Please not this RFP had an initial due date of 4/13/2018; this solicitation is to obtain additional respondents.**

After the initial due date, this solicitation is an open-ended RFP for additional respondents. Vendors may submit a response to this solicitation any anytime the solicitation is open. This solicitation will remain open for submission of responses for Services 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

### **Scope/Purpose:**

The Student, Family & Communities Supports Division of the Albuquerque Public Schools is requesting bids for student mental health services.

**This RFP is intended to solicit responses from qualified agencies/organizations/individuals that have the ability and resources to, and will, provide related mental health, prevention and training services as needed by the district in providing the services listed below.**

- Provide counseling, therapy and consultation to children and adolescents and families as requested by the district. APS prefers at least five (5) years of clinical mental health experience, with a minimum of two (2) years of experience working with children, adolescents and families. Please provide documentation that verifies the providers work experience as stated above.
- Comply with all ethical and professional standards as indicated by providers NM State licensing Board.
- This RFP is intended to solicit responses to provide the SFCS Division, with a current qualified pool of interested professionals at all times. Each offeror shall identify his/her area of expertise upon initial inquiry to allow APS to prepare the proper attachments for the proposal.
- Provide monthly billing and student contact forms as directed by SFCS Division

### **APS Procedures Regarding Students:**

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.

APS will at all times determine the students eligible for student mental health 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 if 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. 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 offer or without the written consent of APS. The exception to the above includes; need to know information provided to school personnel and Duty to warn. Nothing produced in whole or in part by an offeror shall be the subject for an application for copyright by or on behalf of the offeror.

## Student Mental Health Services Work Requirements & APS Requirements For Contracted Services

1. **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:

- A. Provide a copy of license from the New Mexico Board of Counseling and Therapy or the NM Board of Social Work.
- B. Participate as needed on Health and Wellness teams. Also, consult with regional office personnel, district personnel, parents and/or school staff to address the needs of specific students and/or their families.
- C. Provide progress reports on the treatment of student(s), Medicaid documentation, or other evaluation reports as may be appropriate or required for each student.
- D. Contractor shall bill third party, Medicaid and/or other first for services rendered and shall fully comply with all other state and federal requirements associated with provision of the services contemplated herein. \*Any payment from third party Medicaid and/or other entities except for HMO's will be payment in full. APS shall be billed for students and families who are not covered under the above. APS has the option to reimburse contractors for client HMO co-pays for families that are unable. APS' maximum reimbursement rate will be no higher than the associated Medicaid rate reimbursement.
- E. Bill APS for allowable services rendered and shall fully comply with all other state and federal requirements associated with provision of the services.
- F. Not be compensated for any volunteer activities associated with APS activities, and are prohibited from accepting supervisory duties associated with APS activities.
- G. Assure that all counseling and therapy services are provided in accordance with state licensure requirements and within standards of professional ethics.

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

- A. Provide student referrals who have been referred through the school Health & Wellness team or other referral process
- B. Provide all required documentation forms for data collection

C. Provide space for offeror(s) to meet with students.

### **Mental Health Services Experience**

Offeror should submit a detailed narrative, describing your qualifications and experience providing student mental health 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.

The narrative should include your experiences in providing counseling, therapy and consultative services to students and working in a community or school setting. A current resume is required.

Please ensure that it is sufficiently detailed to include applicable employment or expertise in the required area, professional affiliations, academic credentials and any other pertinent information.

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

The documentation should thoroughly describe how the proposed Mental Health provider has supplied expertise for similar contracts and projects. Offerors may include any supporting documentation they feel will support their descriptive narrative.

### **Alignment to APS Academic Mater Plan**

Offeror should submit a narrative, describing how your services align with Academic Master Plan Goals 1-3. <http://www.aps.edu/academics/academic-master-plan>

### **Economic and Price Considerations:**

Offeror should submit a brief narrative describing in-kind contributions for APS student mental health services. Examples include: PD, Staff Training, Family Training, etc.

Depending on the availability of funding, successful offerors will be compensated at the following rates for the services rendered satisfactorily at the rate per hour listed below.

Individual (student) ----\$65.00 per hour  
Case Consultation----\$50.00 per hour  
Family----\$55.00 per hour  
(if applicable, co-pay compensated with pre-approval from SCFS Division.)

Reimbursement claims detailing time and services shall be submitted no more than once a month on or before the fifteenth (15) day of each month. Reimbursement claims not received by the fifteenth (15) day of the month will be processed on the next monthly reimbursement cycle.

Further, payment is contingent upon the authorized individual's signed certification that the Contractor's performance of services under the contract is satisfactory.

### **Contractors Requirements:**

- A. Contractor shall, for the duration of the contract, maintain professional liability and automotive liability insurance with limits of liability 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].
- B. Provide a copy of IRS W-9 Form, completed and signed by the individual.**
- C. If Contractor is a Independent Contractor/Individual (i.e. your Taxpayer Identification Number (TIN) on W-9 is your Social Security Number):**

**Please provide a copy of City of Albuquerque Business License (or city of individual's business)**

**A State of New Mexico Gross Receipts Tax Certificate (also known as CRS-1), which is required by law of all entities conducting business in the State of New Mexico.**

**At least one other business document showing that the individual is truly in business for themselves offering their services to the general public (e.g. advertisement, yellow page listing, list of other customers , website print screen, flyer, business card, etc.)**

**IMPORTANT – If you are an APS employee, you are ineligible for a contract and if you are a previous APS employees, you must have been separated from APS for one calendar year to be considered for a contract.**

### **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 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 \$44.00 payable to 3M Cogent.** 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.

### Student Mental Health Services Check list of required items

- \_\_\_ Copy of State of New Mexico License from the New Mexico Board of Counseling and Therapy or the NM Board of Social Work
- \_\_\_ Documentation of Work Experience (see Scope/Purpose for requirements)
- \_\_\_ Mental Health Services Experience Narrative (including detailed resume)
- \_\_\_ Supporting Documentation for Narrative attached (if necessary)
- \_\_\_ Alignment to APS Academic Master Plan Goals 1-3
- \_\_\_ Supporting Documentation for Narrative attached (if necessary)
- \_\_\_ Economic Price Compensation
- \_\_\_ Professional Liability Insurance (please provide proof of insurance)
- \_\_\_ Automotive Liability Insurance (please provide proof of insurance)
- \_\_\_ Resident/Veteran Certificate(s) (if applicable)
- \_\_\_ Completed Conflict of Interest and Debarment Form
- \_\_\_ Terms and Conditions

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

#### **EVALUATION CRITERIA**

Proposals must address each of the following criteria. Each proposal may be awarded points up to the numeric value listed. Points will be awarded in compliance with NMSA 13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. If proposal is a Joint Venture, Offeror shall

state in submitted proposal the percentage of work that will be performed by Resident Business and/or Resident Veteran Business.

Please Note: An Offeror cannot be awarded both a resident preference and a resident veteran business preference. Offerors shall include in their proposal a copy of certificate issued by State of New Mexico Taxation & Revenue.

**\*\*\*The Offeror should contact Buyer for clarification of evaluation criteria or terminology\*\*\***

	Possible Points	Points This RFP
<p><b>Qualifications and Experience</b>            Submit a detailed narrative, describing your qualifications and experience providing student mental health 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.            The narrative should include your experiences in providing counseling, therapy and consultative services to students and working in a community or school setting.</p>	30	
<p><b>Assigned Personnel</b>            A current resume is required.            Please ensure that it is sufficiently detailed to include applicable employment or expertise in the required area, professional affiliations, academic credentials and any other pertinent information.             If offeror is a firm, please be prepared to provide the required information for all personnel who may participate in providing service.             The documentation should thoroughly describe how the proposed Mental Health provider has supplied expertise for similar contracts and projects. Offerors may include any supporting documentation they feel will support their descriptive narrative.</p>	30	
<p><b>Alignment to APS Academic Master Plan Goals 1-3</b>            Submit a narrative, describing how services align to APS Academic Master Plan</p>	25	
<p><b>Economic and Price Considerations</b>            Offeror should submit a brief narrative describing in-kind contributions for APS student mental health services. Examples include: PD, Staff Training, Family Training, etc.             Depending on the availability of funding, successful offerors will be compensated at the following rates for the services rendered satisfactorily at the rate per hour listed below.            Individual (student) ----\$65.00 per hour            Case Consultation----\$50.00 per hour            Family----\$55.00 per hour            (if applicable, co-pay compensated with pre-approval from SCFS Division.)</p>	15	
<b>Total Possible Points</b>	<b>100</b>	
<p><b>New Mexico Resident Business Preference:</b>            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 &amp; Revenue Department.</p>	5	



<p><b>Veteran New Mexico Resident Business Preference:</b>  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 &amp; Revenue Department, and NM Tax &amp; Revenue documentation of annual business revenue.</p> <ul style="list-style-type: none"> <li>• 10 points for Resident Veteran Business/Contractor with annual revenues of \$3 million or less as verified by State of NM Tax &amp; Revenue.</li> </ul>	10	
<b>Total Possible Awarded Points</b>	<b>100-110</b>	

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

**SUBMITTAL REQUIREMENTS**

**ATTENTION:**

**Proposals must be submitted electronically via Vendor Registry by required date and time as noted on Bid/RFP documents.**



<https://vrapp.vendorregistry.com/Vendor/Register/Index/albuquerque-public-schools-nm-vendor-registration>

**Important Information:** Albuquerque Public Schools Online Bidding System (Vendor Registry) utilizes the Internet and the World Wide Web which is comprised of systems that are completely out APS’s control including but not limited to: the District, its agents, and registered suppliers' respective internet service providers. The District and its agents are not responsible for Internet outages, hardware failures, software failures, downtime, internet slowness, acts of God, power failures, and or user errors. All bids/proposals must be submitted before the due date regardless of your organization's ability to submit proposals online. It is the suppliers' responsibility to ensure that Bid/RFP offers arrive before the due date and time.

Proposers understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to a bid closing time (Due Date/Time). Proposers also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents.

**Suppliers are strongly encouraged to review, create, and submit all electronic responses several days in advance of the due date and time. Please Note: There is no fee to submit a RFP response, contact Vendor Registry Customer Service for assistance if you see a fee is required.**

**PROPOSAL – DETAILED REQUIREMENTS**

**Proposal Format**

Please upload one file that contains all documentation in Vendor Registry.

**(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.

**Proposal shall include:**

1. **Letter of Transmittal Form**
2. **Qualifications and Experience**
3. **Assigned Personnel**
4. **Alignment to APS Academic Master Plan Goals 1-3**
5. **Economic and Price Considerations**
6. **Student Mental Health Services Check list of Required Items**
7. **Attachments: All documents should be signed:** Campaign Contribution Form, Conflict of Interest and Debarment/Suspension Certification Form, Statement of Confidentiality Form,

**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 Economic and Compensation Consideration
- I acknowledge receipt of any and all amendments of this RFP.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

## **PROPOSAL SUBMITTAL REQUIREMENTS AND CHECKLIST**

Please submit your completed proposal, including the following items.\* Note that the requested information is mandatory and **failure to submit these items with your response may deem it non-responsive and may be disqualified.**

- Letter of transmittal, **SIGNED**
- Evaluation Criteria Documentation**
- Completed Conflict of Interest and Debarment/Suspension Form, **SIGNED**
- Campaign Contributions Disclosure Form, **SIGNED**
- Resident Contractor (or Veteran Resident Contractor) Preference Certificate – if applicable
- Addendums (if applicable) – **before** submitting your proposal, please check for addendums here:  
<http://www.aps.edu/procurement/current-bids-and-rfps>

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

## 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 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); \_\_\_\_\_

\_\_\_\_\_  
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, NON-COLLUSION AND  
DEBARMENT/SUSPENSION CERTIFICATION FORM**  
**CONFLICT OF INTEREST**

As utilized herein, the term “Vendor” shall mean that entity submitting a proposal to Albuquerque Public Schools in response to the above referenced bids/request for proposals.

**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.

**CERTIFICATION OF NON-COLLUSION STATEMENT**

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity. Does vendor agree? **YES Initials of Authorized Representative of 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 Purchasing 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 , NON-COLLUSION 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:** \_\_\_\_\_ **Date** \_\_\_\_\_

Name of Person Signing (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Company (typed or printed): \_\_\_\_\_

**ALBUQUERQUE PUBLIC SCHOOLS  
TERMS AND CONDITIONS  
STATEMENT OF CONFIDENTIALITY**

The undersigned employee of/subcontractor to \_\_\_\_\_, hereinafter referred to as "Offeror" and/or "Contractor", agrees, during the RFP 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 RFP, 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