



ALBUQUERQUE PUBLIC SCHOOLS

Winston Brooks

SUPERINTENDENT

Procurement Division
Expect Great Things!

Mark Heckart, CPM
EXECUTIVE DIRECTOR/PROCUREMENT OFFICER

June 5, 2014

Bid: 15-001SC-AM Student Mental Health Services for SFCS

DATE: July 2, 2014

TIME: 11:00 a.m.

LOCATION: Albuquerque Public Schools
(Address for Procurement Department
Hand or Courier 6400 Uptown Blvd NE Suite 500 E
Delivery) Albuquerque, NM 87110

U.S. MAIL Albuquerque Public School
DELIVERY: Procurement Department
P.O. Box 25704
Albuquerque, NM 87125
(Allow appropriate time for delivery to the Procurement
Department location before the deadline time and date.)
PLEASE NOTE OUR NEW ADDRESS CHANGE

CONTACT: Steven L. Carpenter, Senior Buyer
carpenter_st@aps.edu (505) 878-6121

SPECIAL INSTRUCTIONS: Complete Bid/RFP documents as required. Your response must be received in the APS Procurement Department prior to the specified date and time regardless of delivery option selected. **Late bids are not accepted and will be returned un-opened.** To ensure proper identification and handling, clearly indicate the Bid/Proposal Number and the Opening Date and Time on the outside of the sealed response envelope.

acm

AN EQUAL OPPORTUNITY EMPLOYER

INFORMATION FOR BIDDERS

1. **Intent:** Albuquerque Public Schools (APS) invites you to bid on 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 Bid (RFB). 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.
2. **Contract Documents:** The bidding information included in this packet and listed below constitutes the contract documents. The bidder's signature signifies his full understanding of the terms and conditions of this bid. The award of the contract shall be made by a Price Agreement (PA) issued by APS to the contractor and shall bind the contractor to the terms of the contract documents.
 - i. Information for Bidders
 - ii. General Terms and Conditions
 - iii. General Requirements
 - iv. Purpose of Request
 - v. Scope of Work
 - vi. Bid Check Lists
 - vii. Statement of Confidentiality
 - viii. Conflict of Interest & Debarment/Suspension Certification Form
 - ix. Campaign Contribution Form
 - x. Terms & Conditions
3. **Preparation of Bids:** Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in with ink or typewritten. Corrections shall be initialed in ink by person signing the bid. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the bidder and the bid number as listed on the Bid Invitation. Improper identification may result in premature opening of, or failure to open bid. **An authorized representative of the company must sign the bid. Bids not signed (on terms & conditions) or terms & conditions form not submitted with bid response will be considered non-responsive and will be rejected.**
4. **Receipt and Opening of Bids:** Bids must be prepared and submitted in accordance with the provisions hereof. APS reserves the right to reject all bids if all bids exceed the available funds. Any bid may be modified or withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the specified time for the opening of bids shall not be considered.
5. Procurement law requires sealed bids or proposals. Therefore, APS cannot accept bids which are transmitted using facsimile equipment. This may not apply to amendments or addenda which do not refer to pricing or to the transmittal of supplemental product literature, drawings and the like. Please refer the specific situation to the buyer for clarification before proceeding.
6. **Qualifications of Bidder:** APS may make such investigations as necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the owner all such information and data for this purpose as APS may request. APS reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy APS that such bidder is qualified to carry out the obligations of the contract and to complete the work described therein.

7. Bidder shall also construe this provision to incorporate any necessary investigation and/or monitoring during the life of the contract to enforce any current policy of the Board of Education such as, but not limited to, no smoking or alcoholic beverages on APS property. As a general rule, any such regulation or law applying to APS personnel shall be deemed to be in force for contractor's work force occupying any work site.
8. **Familiarity with Conditions:** Potential Offerors may submit written questions as to the intent or clarity of this Bid until close of business on the date specified in the Sequence of Events (page 13). All written questions must be sent by email addressed to both **Steven Carpenter, District Buyer in the APS Procurement Office**, (telephone (505) 878-6121) email at carpenter_st@aps.edu and the **Student, Family & Community Supports Division** by emailing, Susan McKee, Counseling Manager (telephone (505) 855-9797) at mckee_s@aps.edu. **Bidders must have acquainted themselves with all conditions affecting this contract before submitting a bid.** No claim shall be made nor will one be allowed to the contractor for negligence, misunderstanding, or error in this regard.

Response to Written Questions/Amendment will be posted on the Procurement Website (<http://www.aps.edu/procurement>) no later than the date on the Sequence of Events (page 13).

Bidders shall carefully examine the proposed contract documents to obtain first-hand knowledge of all proposed work. Contractors will not be entitled to any additional compensation or any extension of the contract time for conditions which can be determined by examining the site location and the proposed contract documents. Submission of a bid constitutes a representation by the bidder that the bidder has made all appropriate examinations, investigations and tests and has made provision as to the cost thereof in his bid.

9. **Records:** Records shall be maintained by the contractor in compliance with municipal, federal, or state laws, ordinances, codes, and this contract. At any time during normal business hours and as APS may deem necessary, shall be made available to APS for examination all of contractor's records with respect to all matters covered by this agreement. APS may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, payroll, record of personnel, condition of employment or any other such data as may be pertinent.
10. **Multiple Offers:** APS will not select from multiple offers for this bid. Other offers will not be evaluated.
11. **Conditional Bids:** Bids in which acceptance is in some manner restricted or conditioned by the bidder will be reviewed by APS. If the limitations imposed are not in the best interest of APS or are prejudicial to other bidders, bid will be rejected.
12. **Taxes:** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued on request. The contractor is responsible for payment of all New Mexico Gross Receipt taxes and any other taxes due as a result of this work. Tax rates will fluctuate as required by law.

13. **Awards:** APS reserves the right 1) to award bid received on the basis of individual items, or groups of items, or on the entire list of items; 2) to reject any or all bids or any part thereof; 3) to waive any informality in the bids; and 4) to accept the bid that is in the best interest of APS.

It is the responsibility of the bidder to inquire as to bid results and the status of any subsequent award(s).

14. **Cancellation/Termination:** Documented failure to comply with the terms of the contract documents and/or unsatisfactory performance on the job will constitute grounds for cancellation of the contract. If, after consultation between APS using departments, APS Procurement Department, and the contractor, grounds for cancellation still exist, immediate notification of cancellation will be provided in writing by the Procurement Department. Upon such notification, the contractor shall cease work immediately and shall submit an invoice for work satisfactorily completed to date. No allowance will be made for anticipated profits.

APS may by written notice stating the extent and effective date, cancel the contract for convenience, in whole or in part, at any time. APS shall pay contractor as full compensation for performance until such cancellation (1) the unit or prorate order price for the delivered and accepted portion and (2) a reasonable amount, not otherwise recoverable from other sources by contractor as approved by APS with respect to the undelivered or unaccepted portion of the order; provided compensation shall in no event exceed the total contract price.

15. **Contract Modification:** No oral statement by any person shall modify or otherwise affect the terms, conditions, specifications, or price agreements stated in this contract. This contract is the final expression of the agreement between parties unless amended in writing by the Procurement Officer.

Submit all questions about the proposed contract specifications including any discrepancies, omissions, or ambiguities noted by any bidder. If appropriate, APS Procurement Division will issue a written addendum which shall thereafter become part of the bid documents and proposed contract documents. No oral interpretations shall be given by APS and, if given, such shall not be binding unless reduced to a written addendum issued prior to bid opening. All bids shall be responsive to and include any addenda issued prior to bid opening.

16. **Protest:** Any bidder, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Procurement Division, Albuquerque Public Schools. The protest shall be submitted in writing within fifteen (15) calendar days after the fact or occurrences giving rise thereto. Protests shall be addressed to the Executive Director of Procurement.

17. **The Procurement Code:** The Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

18. **Terms and Conditions:** The submission of a bid will indicate that the bidder has read the terms and conditions, understands the requirements and that the bidder can supply the services(s) specified. No contract exists on the part of Albuquerque Public Schools until a written Price Agreement (PA) is executed which will bind the bidder to the terms and conditions of the bid. Issuance of a PA will be considered sufficient notice of acceptance of contract. It is mutually understood and agreed that the successful bidder(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his/her right, title or interest therein, or power to execute such purchase order or contract to any other

person, company or corporation without the previous written consent of Albuquerque Public Schools.

Failure to examine any specifications and/or instructions will be at bidder's risk.

19. **Qualifications of Bidders:** APS may make such investigations as necessary to determine the ability of the bidder to perform the work required. Bidder shall furnish all necessary information and data as may be requested. APS reserves the right to reject any bid if the evidence submitted or the investigation of a bidder fails to satisfy APS that the bidder is qualified to perform the obligation of the contract.
20. **Promotional Gifts and Activities:** APS policy prohibits the distribution of jackets, shirts, caps or any other clothing items with company or product logo or any other form of advertising to its employees. Furthermore, APS employees are prohibited from entering drawings, contests or other promotions/advertising activities with vendors or potential vendors in connection with a procurement action.
21. **Permits/Licensing/Fees:** It is the contractor's responsibility to sure in a timely manner and pay for all necessary permits required for a particular job, if applicable. The exact cost of approved job permits will not be reimbursed by APS. APS does not pay for business licenses, contractor licenses, etc. or renewals of same, memberships in professional affiliations and similar costs of doing business which are the contractor's obligation to secure and maintain.

GENERAL OPERATING PROCEDURES

1. **Contract Term:** The terms of any contract issued as a result of this solicitation will be in effect for one (1) year following award. Contingent upon funding and mutual agreement of both parties, the contract may be extended for three (3) additional years, one year at a time. The total duration of this contract, including exercise of any renewal options shall not exceed four (4) years. APS may make multiple awards if necessary for complete coverage of all sites. Contractor may decline renewal with no penalty and APS will rebid.

Other considerations and costs shall remain firm for the life of the contracts including any renewals.

Regardless of the termination date, any unfinished work will be carried to completion by the same Contractor without unduly prolonging the process. APS also reserves the right to extend any contract on a short-term basis if negotiations for a new contract are still in progress. Contract may be cancelled by either party with thirty (30) days written notice. This provision shall not affect or limit the rights of APS under standard default provisions. APS reserves the right to upgrade or to downgrade service options as may be mutually agreed between the two parties.

APS reserves the right to establish agreements with any offeror and/or employees of any contracting firm to provide services. Work performed under the contract shall be subject to strict APS internal controls. Contractor shall have no access to APS work orders and shall not enter into APS administrative decisions. Regular working hours for APS are 8:00 a.m. to 4:30 p.m., Monday through Friday. Work shall be coordinated with APS Student, Family & Community Supports Division representative(s) and the site administrator for minimum interference with any facility schedule. Overtime, weekend and emergency work are not anticipated.

Although this contract is being bid on behalf of APS Student, Family & Community Support Division individual schools, state agencies or local public bodies will be referred to the successful Contractor in the event of requirements that can be adapted to the specific items awarded.

2. **Method of Award:** APS reserves the right to make multiple awards if necessary for adequate delivery and service. At the time of award, APS will establish a price agreement (PA) with the successful bidder(s) which will be in effect for the duration of the contract and which will accommodate multiple billings as work is completed. The same PA number must appear on all invoices regardless of amount for the duration of the contract.
3. **Work Orders:** The work to be performed under this contract is subject to strict APS internal controls. After approval of Student, Family & Community Division a service schedule will be scheduled. In emergency situations, a verbal work request may be made by the Director of Student, Family & Community Division, 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).
4. **Authorized Contact(s):** The following personnel have been designated as authorized contacts for purposes of this contract:
 - Susan McKee, Counseling Manager (505) 855-9797
 - Leslie Kelly, Director, Counseling (505) 855-9828This list is subject to revision at any time. However, all revisions will be in writing.
5. **Work Requests NOT Defined in Scope of Work:** Contractor shall be held accountable to NOT perform work requests which are clearly beyond the defined scope of work. Contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer. Violations, including proceeding without the prior approval of APS' authorized contact for any project, may become the personal liability of the individual(s) involved.
6. **Subcontractors:** All personnel engaged in the work represented by this bid shall be fully qualified and authorized to perform such services as the contract may require. No work may be subcontracted nor may the offeror assign any interest in this agreement without prior written consent of APS. No assignment or transfer shall relieve the offeror from his/her obligations and liabilities.
7. **Purchase Order and Invoicing Procedures:** Following bid award, a Price Agreement Order (PA) will be issued to the successful bidder(s) on all awarded services. Actual services as requested by APS and delivered by bidder will be charged to a Purchase Order number referencing the PA.

All itemized invoices must clearly reference appropriate bid pricing, PA#, service provided and PO number and shall be submitted to Student, Family & Community Division, attn.: Susan McKee, Counseling Manager, P.O. Box 25704, Albuquerque, New Mexico 87125, telephone number (505) 855-9797.

8. **Prompt Payment:** APS will strive to meet or exceed prompt payment terms as may be established by statute. Late payment charges may be assessed on any unpaid balance over sixty days in arrears at the rate of one and one-half (1.5%) percent per month. APS will not

automatically include late charges in your payment. Late charges must be properly documented with separate invoice showing invoice numbers, amount, date and computation to verify charges. Typically our payment schedule will be 30-45 days.

APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued on request. The contractor is responsible for payment of all New Mexico Gross Receipt taxes and any other taxes as a result of this work. Tax rates will fluctuate as required by law.

GENERAL REQUIREMENTS**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. Every vendor's employee in contact with APS students must complete the APS fingerprinting process prior to provision of services; **no exceptions**. APS will not reimburse vendor for fingerprinting / background check expenses. If vendor's employee does not pass fingerprinting / background check such employee may not enter an APS campus.

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.

GENERAL REQUIREMENTS

New Mexico Resident Bidding Preferences: There are two preferences that New Mexico companies can use for bidding advantage for this contract. Please note that these 2 preferences are not cumulative.

VETERANS PREFERENCE

Policy effective July 1, 2012.

In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 resident veterans businesses are to receive the following preferences:

1. Resident veterans businesses with annual revenues of \$1M or less are to receive a 10% preference discount on their bids and proposals.

2. Resident veterans businesses with annual revenues of more than \$1M but less than \$5M are to receive an 8% preference discount on their bids and proposals.
3. Resident veterans businesses with annual revenues of more than \$5M are to receive a 7% preference discount on their bids and proposals.

This preference is separate from the current in-state preference and is not cumulative with that preference. However, veteran businesses will still receive the in-state preference once the veteran's preference cap is exceeded.

All public solicitations must contain the attached "Resident Veterans Preference Certification", (page 11).

Also, please attach vendor preference certificate to your bid response.

Complete SPD Policy (see next page for policy) must be submitted with bid packet.

RESIDENTIAL PREFERENCE

Policy effective January 1, 2012

GOVERNOR MARTINEZ SIGNS SB1 – IN-STATE PREFERENCES

As of October 5, 2011, applications for in-state preference will no longer be processed through the State Purchasing Division. Per Senate Bill 1, signed by Governor Martinez on October 5, 2011, all New Mexico resident businesses and contractors that wish to obtain a five percent bidding advantage on all state contracts are required to obtain a valid resident business certificate or resident contractor certificate issued by the NM Department of Taxation & Revenue. This policy is effective January 1, 2012. For additional information please call 505-827-0951. Please attach resident certificate to bid response.

**Resident Veterans Preference Certification
 BID NO. 14-051SC-AM
 STUDENT MENTAL HEALTH SERVICES FOR SFCS**

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

Please check one box only

Not Applicable. I declare under penalty of perjury that I am not a Veteran. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

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

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

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

 (Signature of Business Representative) “ (Date)

*Must be an authorized signatory for the Business.

The Representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

**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 Social Work
- ___ Documentation of Work Experience (see page 10-Scope/Purpose for requirements)
- ___ Mental Health Services Experience Narrative (including detailed resume)
- ___ Supporting Documentation for Narrative attached (if necessary)
- ___ Alignment to APS Board Goals Narrative
- ___ Supporting Documentation for Narrative attached (if necessary)
- ___ Economic Price Compensation (see below)
- ___ Description of In-Kind Contribution (page 12)
- ___ Professional Liability Insurance (please provide of insurance) (page 13)
- ___ Automotive Liability Insurance (please provide proof of insurance) (page 13)
- ___ Resident/Veteran Certificate(s) (see pages 7-9)
- ___ Statement of Confidentiality-Appendix a (page 15)
- ___ Completed Conflict of Interest and Debarment Form (page 16)
- ___ Campaign Contribution Form (page 17-18)
- ___ Terms and Conditions (Signature Page) page 18-22
- ___ Completed IRS W-9 form (see page 13 for additional information required if independent contractor)

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

Economic and Price Consideration. \$55.00 Per Hour includes NMGRT for Individual/family therapy. \$45.00 Per Hour Per hour includes NMGRT for staffing, Health and Wellness team participation, consultation, etc.

TECHNICAL SPECIFICATIONS

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 the SFCS Division is requesting for you to submit with your bid. If any of the specifications are not included in your bid response then your bid will be considered non-responsive and be rejected. Provide any documentation that you feel necessary to meet these requirements.

Scope/Purpose:

The SFCS Division of the Albuquerque Public Schools is requesting bids for student mental health services.

This RFB is intended to solicit responses from qualified agencies/organizations/Individuals that are interested in providing the services listed below.

- Provide counseling, therapy and consultation to children and adolescents 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 RFB 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.

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

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.

- 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.
- 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. Bill APS for allowable services rendered and shall fully comply with all other state and federal requirements associated with provision of the services.
- E. Not be compensated for any volunteer activities associated with APS activities, and are prohibited from accepting supervisory duties associated with APS activities.
- F. 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 Board Goals

Offeror should submit a brief narrative, describing how your services align to one or more of the APS Board Goals:

1. **APS Board Goal One: Academic Achievement** – APS will implement an academic plan aimed at improving achievement for all students with an intensified focus on closing the achievement gap.
2. **APS Board Goal Two: Financial Stewardship** – APS will maintain a transparent, sound, and responsible financial plan that focuses resources to the classroom and advances student achievement, supports family/community involvement, and promotes school safety.
3. **APS Board Goal Three: Family and Community Involvement** – APS will meaningfully engage families and enhance partnerships with the community to maximize student achievement.
4. **APS Board Goal Four: School Environment** – APS will provide a safe and supportive climate for learning and working that maximizes student achievement.

Economic and Price Considerations:

Offeror should submit a brief narrative describing in-kind contributions for APS student mental health services. Examples of in-kind contributions include, but are not limited to, attendance in Health and Wellness meetings; staffing/case consultations, pro-bono clients, and providing Professional Development to staff/district

Depending on the availability of funding, successful offerors will be compensated for the services rendered satisfactorily at the rate of \$55.00 per hour for individual/family therapy; \$45.00 for consultation, ie; Health & Wellness meeting compensation. Compensation includes New Mexico Gross Receipts Tax.

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 Bid 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.)

SEQUENCE OF EVENTS:

| | <u>Action</u> | <u>Estimated Date</u> |
|----|--|------------------------------|
| 1. | Issue BID | June 4, 2014 |
| 2. | Publish BID | June 6, 2014 |
| 3. | Deadline To Submit Additional Questions | June 16, 2014 |
| 4. | Response to Written Questions/RFP Amendments (Addendum will be posted on the Procurement Website http://www.aps.edu/procurement) | June 20, 2014 |
| 5. | Submission of Response/Bid | July 2, 2014 @ 11:00 am |

ADDENDUM: It shall be the contractor/bidder’s responsibility to secure any addendum from the Procurement website <http://www.aps.edu/procurement> and provide acknowledgement with their response to this solicitation. The sequence of events listed above references the date when the addendum will be made available

APPENDIX A

**TERMS AND CONDITIONS
STATEMENT OF CONFIDENTIALITY**

**RFP NO 14-051SC-AM
STUDENT MENTAL HEALTH SERVICES FOR SFCS**

The undersigned employee of/subcontractor to _____, hereinafter referred to as "Contractor", agrees, during the term of the Contract between Contractor and the Albuquerque Public Schools Student Family and Community Division (SFCS) and forever thereafter, to keep confidential all information and material provided by SFCS 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 any client, vendor, or other party transacting business with SFCS, and not to release, use or disclose the same except with the prior written permission of SFCS. This obligation shall survive the termination or cancellation of the Contract between Contractor and SFCS or of the undersigned's employment or affiliation with Contractor, even if occasioned by Contractor's breach or wrongful termination. Contractor will also comply with applicable provisions of HIPPA, FERPA and future regulations promulgated there under.

The undersigned recognizes that the disclosure of information may give rise to irreparable injury to APS, a client or customer of SFCS, or to the owner of such information, inadequately compensable in damages and that, accordingly, SFCS 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)

(Date)

**CONFLICT OF INTEREST 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. _____

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 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: _____

Telephone: _____ Fax: _____ Email: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

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)

(Attach extra pages if necessary)

**ALBUQUERQUE PUBLIC SCHOOLS
BOARD OF EDUCATION - TERMS AND CONDITIONS**

Preparation of Bids

Bidders are to comply with all instructions and provide the information requested in the appropriate spaces. Bid prices must be entered in ink or typewritten. Mistakes may be corrected prior to bid opening, but shall be initialed by the person signing the bid. Corrections and/or modifications received after the bid opening time will not be accepted. Bids must be submitted by the date and at, or prior to, the time specified for consideration. Late bids will not be accepted. All bids must be signed by an authorized representative of the company.

Improper identification may result in premature opening of or failure to consider the bid. Bids must be submitted in a sealed envelope. Procurement law requires sealed bids. Therefore, APS cannot accept bids which are transmitted using facsimile equipment.

Albuquerque Public Schools holds a Class 9 Tax Exemption Certificate and is exempt from paying sales tax on tangible personal property. A non-taxable transaction certificate (NTTC) will be provided upon request. Services (including construction or materials that become part of a construction project) are not exempt. The Contractor shall comply with all requirements of the State of New Mexico Gross Receipts Law and shall require all subcontractors to comply with same. Do not include tax in your bid price. Tax must be shown as a separate item on all invoices.

General

Brand Names: It is intended that bid specifications admit maximum competition. Brand names or model numbers, where used, are for reference as to standard of character, quality and/or operation and are not indicative of preference on the part of APS. Equal item(s) will be considered, provided the bid clearly describes the item by brand, model number, level of quality or any other appropriate criteria. Descriptive literature must be included for bid evaluation purposes. Include sample(s) if specifically requested. Failure to provide this information may disqualify your bid. Determination by APS as to what item(s) are equal shall be final and conclusive. When brand, model or other identification is not stated, it shall be understood that the bidder is quoting as specified.

Qualifications of Bidders: APS may make such investigations as necessary to determine the ability of the bidder to perform the work required. Bidder shall furnish all necessary information and data as may be requested. APS reserves the right to reject any bid if the evidence submitted or the investigation of a bidder fails to satisfy APS that the bidder is qualified to perform the obligation of the contract.

Award

Award(s) will be made to the low responsible and responsive bid(s) taking into consideration prior qualifications and capabilities of the bidder, availability of funds and any other relevant factors. APS reserves the right: (1) to award bids received on the basis of individual item(s), or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bid(s) and (4) to accept the bid(s) that is in the best interest of APS.

APS will take advantage of prompt payment discounts whenever possible; however, these will not be used as award criteria.

New Mexico procurement law provides for a five percent (5 %) residential preference. A bidder who meets state requirements shall be awarded a contract in preference to a non-resident bidder whenever the resident contractor, whose bid is nearest to the low bid of the non-residential contractor, is made lower when multiplied by a factor of .95. This does not apply when federal

funds are being used. Any New Mexico firm claiming preference will insert its residential reference number as issued by the State Purchasing Department in the appropriate space. Provision of the number will be the responsibility of the contractor.

Any bidder, offeror or contractor who is aggrieved in connection with a procurement action may protest to the Albuquerque Public Schools Procurement Department. The protest shall be submitted in writing within fifteen (15) calendar days after the facts or occurrences giving rise thereto.

Bidders are informed that initial orders must be furnished at prices submitted. Albuquerque Public Schools reserves the right to make award(s) within (90) days after the date of bid opening unless bidder distinctly specifies that acceptance must be within a shorter time. Time of delivery may be a consideration in bid award(s) and shall be defined as the number of calendar days following receipt of the order, either verbally or in writing until receipt of materials, supplies or services by APS.

Packing, Shipping and Invoicing

Bidder agrees to deliver all item(s) inclusive of all cost, insurance, freight, drayage, express or other charges. Title to materials or supplies shall pass directly from bidder to APS at the F.O.B. point shown, subject to the right of APS to reject upon inspection. All bids must be F.O.B. destination.

The purchase order number, vendor's name and user's name and location shall be shown on each packing and delivery ticket, pack-age, bill of lading and any other correspondence in connection with any shipment. The user's count will be accepted by the Seller as final and conclusive on all shipments not accompanied by a packing list. All invoices shall reference the order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices are required for each shipment. Bidder shall be paid upon submission of acceptable invoices for materials, supplies or services delivered and accepted. Invoices must be accompanied by transportation receipts or facsimiles, if transportation is payable and charged as a separate item.

Patent Indemnity

Seller shall pay all royalty and license fee(s) relating to the item(s) covered hereby. In the event any third party shall claim the manufacture, use and sale of goods covered hereby to be infringement of any copyright, trademark or patent, Seller shall indemnify and hold APS harmless from any cost, expense, damage or loss incurred in any manner by APS because of any such alleged infringement.

Warranties

Materials, supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar materials, supplies or services. The rights and remedies provided herein shall extend to APS and are in addition to and do not limit any rights afforded to APS by any other clause of this order. Seller agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

Inspection

Materials, supplies or services shall be furnished exactly as specified, free from all defects in workmanship, materials, and design. Final inspection and acceptance will be made at the destination. If, prior to final acceptance, any item(s) or service(s) are found to be defective or not as specified, APS may reject them, require the Seller to correct without charge or require delivery at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such item(s) within a time deemed reasonable by APS, APS may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies or services and, in addition to any other costs for which the Seller may become liable to APS under other provisions in these terms and conditions, shall reimburse APS for all transportation costs, other related costs

incurred, or payments to Seller for unaccepted materials, supplies and services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud. Any test programs and procedures required by the specifications are in addition to, and do not limit, APS rights provided in this section.

Assignment

Neither the order nor any interest therein, nor claim thereunder shall be assigned or transferred by the Seller except as authorized in writing by APS. No assignment or transfer shall relieve the Seller from its obligations and liabilities.

Non-discrimination

Sellers doing business with APS must be in compliance with Federal Civil Rights Act of 1964 and Title VII of the Act. Rev. 1979.

Changes

APS may make changes within the general scope of this order by giving notice to the Seller and subsequently confirming such changes in writing. If such changes affect the cost and/or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made. No change by the Seller shall be recognized without written approval of APS. Any claim of Seller for any adjustment must be made in writing within thirty (30) days from date of receipt by Seller of notification of such change unless APS shall waive this condition. Nothing in this section shall excuse Seller from proceeding with performance of the order as changed hereunder.

Kickback Statement

The Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for this violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kick-backs.

Termination

APS may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. APS shall pay Seller as full compensation for performance until such termination (1) the unit or prorata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by APS with respect to the undelivered or unaccepted portion of the order; provided compensation shall in no event exceed the total order price.

APS may by written notice terminate this order for Seller's default in whole or in part, at any time, if Seller refuses or fails to comply, with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the item(s) or service(s) or to perform the service(s) within the time specified or any written extension thereof. In such event, APS may purchase or otherwise secure item(s) or service(s) and except as may be otherwise provided, Seller shall be liable to APS for any excess costs occasioned thereby.

If after notice of termination for default, APS determines that the Seller was not in default or that the failure to perform was due to causes beyond the control and without the fault or negligence of the Seller, termination shall be deemed for the convenience of APS, unless APS shall determine that the item(s) or service(s) were obtainable from other sources in sufficient time to meet required delivery schedule.

If APS determines that Seller has been delayed due to causes beyond the control and without the fault and negligence of the Seller, APS may extend the time for completion when promptly applied

for in writing by the Seller. If such delay is due to failure of APS, not caused or contributed to by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of order shall be subject to change under the Changes section. Sole remedy of Seller in event of delay by failure of APS to perform shall be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits. 'Seller' is defined as the Seller and his sub-suppliers at any tier.

Contingency

Seller warrants that no person or selling agency has been employed or retained to solicit or secure this order upon an agreement or understanding for a commission, percentage., brokerage or contingent fee excepting bona-ride employees or bona-fide established commercial or selling agencies maintained or utilized by Seller for the purpose of securing business. For violation or breach of this warranty, APS shall have the right to annul this order without liability or, at its discretion, to deduct from this order price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Other Applicable Laws

Any provisions required to be included in a contract of this type by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

Non-Collusion

The undersigned certifies that he or she has not either directly or indirectly entered into any action in restraint of free competitive bidding in connection with this solicitation and agrees to furnish the materials, supplies or services as required within the time specified under the conditions imposed and at the price indicated.

Signature of Authorized Representative _____

Contractor's License No. _____

.....

(If Applicable)

Type or print name of above: _____

Resident Certification No: _____

(If Applicable)

Name of Firm _____

Address _____

Fax No. _____ Web/Email Address _____

Area Code and Telephone No. _____

Federal ID No. _____