

## LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

**AGENDA ACTION ITEM**

**TOPIC:** APPROVAL TO PROCEED WITH REQUEST FOR PROPOSAL FOR SCHOOL PSYCHOLOGIST

**SUBMITTED BY:** Michael Murray, Director of Business Services/  
Aggie Wolter, Director of Special Services

**DATE FOR BOARD CONSIDERATION:** March 14, 2017

**RECOMMENDATION:**

It is recommended the Governing Board determine that competitive sealed bidding is not practicable and not advantageous to the district for the position of contracted school psychological services and, therefore, it is recommended that the Business Office proceed with the issuance of a request for proposals (RFP).

**RATIONALE:**

Before a school district can use the competitive sealed proposal selection method, the governing board must make a written determination that competitive sealed bidding is either not practicable or not advantageous to the district.

The Lake Havasu Unified School District #1 is required, in certain cases, to provide psychological services to ensure a student is properly identified and has appropriate services to allow him to make adequate progress and access the general curriculum. The district has made a good faith effort to recruit and hire for these services, however we have been unable to hire qualified applicants at this time and are unable to provide services with our current staffing.

Once the governing board determines that competitive sealed bidding is neither practicable or advantageous to the district, competitive sealed proposals may be used only if it is necessary to:

- 1) Use a contract other than a fixed-price type;
- 2) Conduct oral or written discussions with offerors concerning technical and price aspects of their proposals;
- 3) Afford offerors an opportunity to revise their proposals;
- 4) Compare the different price, quality and contractual factors of the proposals submitted; or
- 5) Award a contract in which price is not the determining factor.

A copy of the RFP is attached for your review. These services will be paid from M & O funds.

Approved for Transmittal to Governing Board

  
Superintendent

LAKE HAVASU UNIFIED SCHOOL DISTRICT NO. 1  
BUSINESS OFFICE  
2200 HAVASUPAI BLVD.  
LAKE HAVASU CITY, ARIZONA 86403

TELEPHONE: 928 505-6936

FACSIMILE: 928 505-6999

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**REQUEST FOR COMPETITIVE-SEALED PROPOSALS**  
**Contracted School Psychologist Services      RFP # 16-17-07**

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Proposal Due Date: March 30, 2017

Time: 2:00 p.m.

Location: District Office, 2200 Havasupai Blvd., Lake Havasu City, AZ

In accordance with the School District Procurement Rules in the Arizona official compilation of Administrative Rules and Regulations promulgated by the State Board of Education pursuant to ARS §15-213, competitive sealed proposals for the services specified above will be received by the Lake Havasu Unified School District No. 1 until the time and date cited above.

Proposals for the above listed services received by the correct time and date will be opened and the name of each offeror will be publicly read. Proposals must be in the actual possession of the school district on or prior to the exact time and date indicated above. Late proposals will not be considered unless the proposal:

1. Is received before contract award at the location designated for receipt of proposals in the Request for Competitive Sealed Proposals, and
2. Would have been received on time but for the action or inaction of school district personnel.

Proposals (one original and one copy) must be submitted in a sealed envelope to the attention of Michael Murray, Director of Business Services, Lake Havasu Unified School District No. 1, 2200 Havasupai Blvd., Lake Havasu City, AZ 86403, with the request for proposal number and offeror's name, address, and bid due date and time clearly indicated on the envelope. All proposals must be completed in ink or typewritten. This request for proposals is also available via the district web site [www.havasu.k12.az.us](http://www.havasu.k12.az.us).

The District reserves the right to reject any and all proposals and to waive or refuse irregularities in proposals. Offerors are strongly encouraged to carefully read the entire Request for Competitive Sealed Proposals. Refer any questions regarding the proposal specifications to Roberta Hayes at [rhayes@havasu.k12.az.us](mailto:rhayes@havasu.k12.az.us) by 10:00 a.m. on March 17, 2017. If there are additional questions submitted, they will be posted as an amendment on the district's website [www.havasu.k12.az.us](http://www.havasu.k12.az.us) on March 20, 2017. Please note the school district will be closed for spring break the week of March 20-24, 2017.

DATE: \_\_\_\_\_  
March 15, 2017

\_\_\_\_\_  
Michael Murray, Director of Business Services

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**CONTRACTED SCHOOL PSYCHOLOGIST SERVICES**  
**RFP # 16-17-07**

**Term of Contract**

The term of the resultant contract shall commence upon board approval and shall continue for a period of one (1) year thereafter, unless terminated, canceled or extended as otherwise provided herein.

**Option to Extend**

The District may, at their option and with the approval of the Contractor, extend the period of this agreement an additional one (1) year. Contractor shall be notified in writing by the Director of Business Services of the District's intention to extend the contract period at least (30) calendar days prior to the expiration of the original contract period.

**Bid and Performance Sureties**

Bid and performance sureties are not required in this procurement.

**Cancellation of Award**

The District reserves the right to cancel this award with thirty (30) days written notice to the vendor.

**Sub-Contracting**

The contract or any portion thereof, shall not be sub-contracted without the prior written approval of the Director of Business Services. No such approval will be construed as making the District a party of or to such contract, or subjecting to the District to liability of any kind to any sub-contractor. No sub-contract, shall, under any circumstances, relieve the Contractor of his liability and obligation under this contract; and despite any such subletting, the District shall deal through the Contractor. Sub-contractors will be dealt with as workmen and representatives of the Contractor.

**Assignment**

It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his right, title or interest therein, or his power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of the District.

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**Indemnify and Hold Harmless**

Contractor further agrees to indemnify the District and hold harmless against; (1) any and all losses and liabilities for personal injury, death, or property damage arising out of, or as a consequence of, any work performed under the contract; (2) any and all expenses related to claims or lawsuits resulting from the above, including costs and attorney(s) fees; and (3) any and all penalties and damages incurred by reason of Contractor's failure to obtain any permit or license under, or comply with any applicable laws, ordinances, or regulations.

**Disclosure**

If the firm, business, or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

**Licenses**

Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the businesses conducted by the Contractor.

**Cancellation of Solicitation**

The District reserves the right to cancel a solicitation of bid or reject a proposal if it is advantageous to the School District.

**Bidder Errors**

The District will not be responsible for any bidder errors or omissions.

**Proposal Reply Form**

Please be sure that authorized personnel have signed the PROPOSAL REPLY FORM. Failure to do so will result in rejection of bid. The District will not be responsible for any Bidder errors or omissions. All other sheets should be kept in the vendor's file for reference.

If you choose to "no bid" please note this with a reason on the PROPOSAL REPLY FORM and return ONLY that form so we may use your comments for future bid reference. Persons who fail to respond

to invitations for bids for two (2) consecutive procurement of similar items may be removed from the applicable bidders list.

### **Customer Reference Listing**

Contractors shall furnish the names, addresses and telephone numbers of a minimum of three firms or governmental organizations for which the Contractor is currently furnishing services, or has in the past.

### **Price**

All prices quoted shall be firm and fixed for the specified contract period. Fees shall be all inclusive of any expenses incurred by the Contractor while providing service for Lake Havasu Unified School District #1.

### **Purchase Orders**

All commitments to Vendors must be made by an approved Purchase Order ONLY prior to beginning of service. Verbal commitments by school employees, sponsors, advisors or student members of student organizations in the name of an organization or school are not permitted without a Purchase Order number. Vendors who honor commitments other than an approved Purchase Order are doing so at their own risk.

### **Method of Payment**

Payment to be made from Vendor's invoice submitted against individual written purchase order issued by the Business Services Department to cover items received and accepted.

### **Insurance**

Contractor, performing as an independent Contractor hereunder, shall be fully responsible for providing Workman's Compensation or other applicable insurance coverage for itself and its employees and the District shall have no responsibility or liability for such insurance coverage.

Contractor shall provide to the Lake Havasu Unified School District #1 a copy of the policy or a certification by the insurance carrier, showing the Contractor to have in effect during the term of this contract, a general liability insurance policy which shall be the primary coverage for the activity of the Contractor.

The District reserves the right to terminate any Contractor agreement if the Contractor fails to maintain such insurance coverage.

Contractor must provide certification of insurance compliance within ten (10) calendar days after notification of award. Certification must include: name and address of insurance company, policy number, and liability coverage amounts.

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Certification must be submitted to: **Director of Business Services, Lake Havasu Unified School District #1, 2200 Havasupai Boulevard, Lake Havasu City, AZ 86403, with reference to RFP #.**

**Evaluation Criteria**

Evaluation of the proposal will be based on the following criteria, listed in order of greatest importance (refer to Attachment #1):

1. Cost
2. Experience of Offeror
3. Expertise of Offeror
4. References
5. Responsiveness

The School District shall be the sole judge in determining the quality of the products, materials or services bid and their decision shall be final.

**Evaluation**

Complete evaluation information will be kept on file in the Business Services Department and is available for public inspection by appointment only after the award has been made by the Governing Board of Lake Havasu Unified School District #1.

**Purchases From Other Sources**

The District reserves the right to purchase from other sources, those services which are required on an emergency basis and cannot be supplied by the vendor.

**Telephone, Telegraph and Facsimile Bids**

Telephone, telegraph, and/or facsimile bids will not be accepted.

**Proposal Materials**

Proposals and other materials submitted shall become the property of Lake Havasu Unified School District #1. The District shall bear no cost for proposal presentations on the part of the vendor.

After contract award, the proposals shall be open for public inspection except to the extent the offeror designates, and the District concurs, that trade secrets or other proprietary data remain confidential. If the offeror designates a portion of its proposal as confidential, it shall isolate and identify in writing

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the confidential portion(s) at the time of submission. Written notice of the contract award may be made to all firms/persons submitting proposals.

**Discussions with Vendors**

Discussions with selected vendors may be held as part of the evaluation procedure for this RFP. Vendors invited for discussions will be given the opportunity to submit a "best and final offer".

**Multiple Award**

The District has a large number and variety of potential using departments at locations throughout the District. In order to assure that any ensuing contracts will allow the District to fulfill current and future requirements, the District reserves the right to award contracts to multiple companies. The actual utilization of any contract will be the sole discretion of the District. The fact that the District may make multiple awards should be taken into consideration by each potential Contractor.

**Proposal Modification**

The District will not be responsible for bidders adjusting their bid based on oral instructions by any member of the District staff or by contracted consultants or agents. Bids will be modified by issuance of an addendum by the Business Services Department.

**Certifications**

In the event only one proposal is received, the District may require that the bidder submit a cost proposal in sufficient detail for the District to perform a cost/price analysis to determine if the proposal price is fair and reasonable.

**Return of "Proposal Reply Form" Section**

Bidder is to detach and return only the pages of the "Proposal Reply Form" section, which shall incorporate by reference the Request for Proposal and Conditions of Purchase, Additional Conditions of Purchase, Scope and Attachments.

**Proposal Opening**

Only names of Vendors submitting proposals will be read at the opening.

**Time Stamp for Bids/Proposals**

Bids/proposals will be time stamped when received. They will be accepted up to but no later than the time indicated in the Invitation for Bid (IFB) or Request for Proposal (RFP). All bids/proposals

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received after the time stated in the IFB or RFP will not be considered and will be returned to the bidder unopened. The bidder assumes the risk of any delay in the U.S. Mail or in the handling of the mail by employees of the School District. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid/proposal deposited on time at the place specified. The official clock for determining the time shall be that utilized by the District at the place bids/proposals are received.

### **Importance of Responding**

Failure to respond to invitations for bids/request for proposals for two (2) consecutive procurement of similar items will result in deletion of the Vendors name from the District's Vendor listing for those items. A no bid will be considered a response.

### **Promotion of Products**

Vendors shall not continue to aggressively promote products after proposals are accepted and before award by the Lake Havasu Unified School District #1 Governing Board.

### **Cancellation of Award**

The District reserves the right to cancel this award with thirty (30) days written notice to the Vendor.

### **Discussions with Vendors**

Discussions with selected Vendors may be held as a part of the evaluation procedure for this RFP. Vendors invited for discussions will be given the opportunity to make a "best and final offer".

### **Questions**

All questions regarding bid procedures should be directed to the Business Services Department at (928) 505-6936. Questions regarding specifications should be directed to the Special Services Department at (928) 505-6938.



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### **Scope of the Project**

The Lake Havasu Unified School District #1 Special Services Department is soliciting proposals for services for mentally, physically, emotionally and visually handicapped students. These services will begin July 1, 2017 to June 30, 2018 on an "as needed" basis.

### **Personnel Qualifications**

The District is seeking individuals with experience in school psychology, multi-disciplinary settings, working knowledge of neurodevelopment approach to treatment, sensor motor integrative therapy, working knowledge of PL 92-142 and knowledge and experience with Individualized Education Plan (IEP).

#### **1. School Psychologist**

The District is seeking individuals with experience as a certified School Psychologist holding a current Arizona Board of Education certificate in School Psychology. They must have received one year under the supervision of a certified School Psychologist, of either internship functioning in a School Psychologist role, or has had one year of job experience as a School Psychologist. They must meet the American Psychological Association or National Association of School Psychological Association Ethical Code. We also require they possess skills, knowledge and abilities as follows, but not limited to:

- A. Thoroughly familiar with the Arizona State laws, rules, and regulations governing Special Education.
- B. Administer, score and interpret standard diagnostic instruments and non-discriminator assessments in both **Spanish and English** and provide written psychological reports.
- C. Possesses skills in instruction and behavioral strategies or techniques, counseling, staff, parents and community agencies.
- D. Obtaining, integrating, and interpreting information regarding student behavior and conditions pertaining to learning.

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- E. Consulting with other staff members in planning school programs to meet the special needs of students as indicated by psychological tests, interviews and behavioral evaluations.

### **Performance Responsibilities for School Psychologist**

1. Provide services, both direct and consultation, for handicapped students.
2. Screen and/or evaluate each pupil referred.
3. Screens, observes, or gathers data on students who have been referred.
4. Attend multi-disciplinary conferences when appropriate to discuss a student's evaluation and/or progress and make recommendations when intervention is needed.
5. Participate in the individual education planning of each student to receive services
6. Consults with teachers regarding student interventions.
7. Consults with administrators regarding student treatment.
8. Attend student study team meetings when appropriate to determine if evaluations or assessment is needed.
9. Maintain appropriate records and files.
10. Establish and maintain effective relationships with teachers, administrators, students, staff, parents and community.
11. Demonstrates organizational characteristics in work and manner.
12. Informs Principal, parents, teachers of services available to them.
13. Provides individual/group counseling services to students.
14. Helps teachers and others interpret and use test and other assessment data.
15. Assists staff in program planning for referred students.
16. Works cooperatively with teachers and other personnel in case conferences and case study write-up.
17. Refers parents and students to community resources that may be helpful to them.
18. Provides follow-up information to teachers and parents about students who have been referred and tested.
19. Assists school personnel with school climate and mental health concerns.
20. Maintains compliance with Federal, State, and District policies/procedures.
21. Invoice the District for services rendered at the end of each calendar month.
22. Responsible for performing other job related duties as assigned by the Superintendent of School through the Director of Special Services.

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**Transportation**

Individual(s) contracted must provide their private transportation throughout the District.

**Insurance**

Proof of a minimum of One Million Dollars (\$1,000,000) of liability insurance must be submitted with the proposal.

**Reporting**

All service people will report to the Superintendent of School through the Director of Special Services unless otherwise notified.

**Type of Contract**

Services will be contracted on a hourly basis "as needed" during the Fiscal School Year by the Special Services Department. This timeframe is subject to review and change. The type of contract will be an Authorized District Purchase Order. Services can be terminated at any time by the Superintendent of Schools of Lake Havasu Unified School District #1.

**Request for Proposal (Original & One Copy) Should Include the Following for Each Position**

1. Staffing to include resumes of professional staff showing professional experience.
2. Current copy of certificate of registration/certification where applicable.
3. Three (3) references.
4. Hourly fee structure.
5. Number of hours available weekly to perform services.

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**Professional Contracted Services**

**Bidding Schedule**

<b>Name of Bidder:</b>	<b>Signature:</b>
<b>Please indicate your hourly fee for the following services. Fees to hold firm through June 30, 2018</b>	
<b>A. Psychological Services</b>	<b>Hourly Rate \$</b>
Number of Hours Available Per Week	

**Lake Havasu Unified School District #1  
2200 Havasupai Boulevard  
Lake Havasu City, AZ 86403  
Proposal Reply Form and Contract**

**Proposed Offer for: Contracted School Psychologist**

**The undersigned agrees, if the Proposal is awarded within ninety (90) calendar days after date of opening, to furnish the services and equipment specified in strict accordance with the Request for Proposal and at the prices set forth herein. The parties are notified that this Agreement is subject to cancellation pursuant to A.R.S. 38-511.**

Name of Firm:	Address:
Phone:	City/State:
Fax:	Federal ID #:
Cellular/Pager #:	

I certify that this proposal did not involve collusion or other anti-competitive practices.

\_\_\_\_\_  
Signature of Person Authorized to Sign Proposal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Please Print Name of Authorized Signature

\_\_\_\_\_  
Please Print Title

We choose to not submit a proposal. We understand that failure to respond may result in the removal of our company's name from the vendor's list under commodities as shown on this proposal.

\_\_\_\_\_  
\_\_\_\_\_  
Award of Proposal and Execution of Contract (Governing Board Use Only)

Your offer is hereby accepted. You are now bound to provide the services listed in the submitted proposal for the prices and terms set forth in the contract documents consisting of the Request for Proposal, Terms and Conditions, Instructions to Proposers and Addenda contained in said Proposal RFP.

After contract award, the proposals shall be open for public inspection except to the extent the offeror designates, and the District concurs, that trade secrets or other proprietary data remain confidential. If the offeror designates a portion of its proposal as confidential, it shall isolate and identify in writing the confidential portion(s) at the time of submission. Written notice of the contract award may be made to all firms/persons submitting proposals.

You are cautioned not to commence any invoiced services under this contract until you receive an executed Purchase Order. Awarded this \_\_\_\_\_ day of \_\_\_\_\_ 2017

Lake Havasu Unified School District #1

By: \_\_\_\_\_

## ATTACHMENT #1

Evaluation of the proposal will be based on the following criteria. The following criteria are listed in order of greatest importance:

1. Cost – The overall cost of related services shall be considered. While cost is significant factor in considering the placement of the awards, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted. The ability of firm to offer competitive and reasonable services offered.
2. Experience of Offeror - The overall experience of firm in being able to demonstrate a level of competence in performing similar services to clients comparable to the Lake Havasu Unified School District #1. Success of firm in performing services in school related environments shall be considered.
3. Expertise of Offeror - The ability of the submitting firm to designate qualified and experienced personnel to support the specified program. The qualifications and experience of key personnel shall be reviewed. The general knowledge, planning, organization and implementation skills of key coordinators shall be evaluated.
4. References - Any information obtained by the District from offeror's references or other clients.
5. Responsiveness - The ability of the firm to present a quality response to this RFP including all required information at time of proposal submittal.