Request for Proposals for School Counseling Services

Grades PK-12

West Feliciana Parish School Board
August 6, 2022

Proposal Due Date: September 1, 2022

Section 1: Background/General Description of Services Requested

The West Feliciana Parish School Board, hereinafter referred to as DISTRICT, is requesting proposals for Counseling Services for students in grades Pre-K - 12. The counseling services need to be face-to-face and provided on the West Feliciana campuses. Providers will be expected to provide family counseling as needed.

The DISTRICT operates four schools with grades Pre-K through 12th, as well as an alternative school program. The four schools and the alternative school consist of a student population of 2,150 students. Currently, the high school (grades 9-12) has one (1) school counselor and an academic advisor who helps with mentoring at-risk students. The middle school has one (1) school counselor. The district has two (2) social workers and utilizes a volunteer group who meets with students periodically to provide mentoring.

The goal of this project is to provide in-person counseling for students on campus both in the general population and in the alternative school. Students who demonstrate mental health issues, behavior issues, drug abuse, anger management, etc. would be identified by the school system and assigned to a counselor provided by the selected respondent(s).

Section 2: Scope of Work and Specifications

A. Required Staffing and Expectations

The DISTRICT is seeking proposals for in-person counseling services for students in grades Pre-K through 12. The organization must be non-profit and have workforce available to provide a minimum of one counselor for a minimum of 20 hours a week for a full school year (September 2022-May 2023). The counselor(s) must be available from 7:30-3:00 and have a flexible schedule to work around students' schedules.

B. District Responsibilities

- 1) The DISTRICT will identify students who need counseling services.
- 2) The DISTRICT will assign students to counselors.
- 3) The DISTRICT will provide space for counseling services for students and their families as needed.

C. Provider Responsibilities

- 1) Respondent must be a non-profit organization.
- 2) Respondent shall staff the DISTRICT schools as required in Section 2(A).
- 3) Respondent should demonstrate that it has the counselors necessary to provide the services requested via this RFP, specifically child, adolescent, and family counseling and specialized counseling (i.e. substance abuse, anger management, etc.).
- 4) Respondent should provide explanation on available times to provide student and family counseling. In order to provide the best services to the DISTRICT's student population, Respondents with offices located within an hour of West Feliciana Parish are preferred.

- 5) Respondent should be familiar with schools and rural communities and is encouraged to provide an explanation of its background/experience with schools and rural communities.
- 6) Respondent will be responsible for all necessary paperwork, ensuring that all counselors performing services for the DISTRICT possess adequate qualifications, all invoicing/billing, and session documentation.
- 7) Once a particular student is assigned by the DISTRICT to a particular counselor, that student is to be served by original counselor unless the DISTRICT requests otherwise.

Section 3: Proposal Contents

A. Format of Proposals

All proposals should be formatted as follows:

- 1) Cover Letter
- 2) Description of Services
- 3) List of References
- 4) Price Proposal

B. Contents of Proposal

1) Cover Letter

Each proposal should include a cover letter that substantially conforms with the Sample Cover Letter attached as Exhibit A to this RFP. The cover letter must be signed by an individual who possesses authority to contractually bind the Proposer.

2) Description of Services

Each proposal should detail and explain Proposer's ability to deliver the services requested in Section 2 of the RFP. The proposal should identify the counselors, to include detailed information of each counselor's qualifications and experience, that proposer intends to use to provide the requested services to the DISTRICT. The DISTRICT requests that this section be limited to a maximum of ten (10) pages.

3) List of References

Each proposal should include a list of at least 3, but not more than five (5), references of Proposer's customers/clients. The references should include the name of an individual whom the DISTRICT may contact, as well as the contact information, i.e. phone number, address, email, etc. Proposer should provide references for customers/clients similar to the DISTRICT.

4) Price Proposal

Each proposer shall submit a fee schedule on a per hour basis.

Section 4: RFP Point of Contact/Questions

All questions pertaining to this RFP must be submitted in writing via email to Jodi Lemoine at lemoinejc@wfpsb.org and should include the RFP Name in the Subject Line. Any response will be submitted via email to all proposers who requested a copy of the RFP. Any clarifications and/or revisions to the RFP must be in writing and issued via email by formal addendum by Jodi Lemoine. Oral interpretations and/or comments pertaining to the RFP shall not be binding upon the DISTRICT.

Section 5: Submission Deadline

The deadline for submission of proposals is September 1, 2022 at 12:00 P.M. CST. Sealed proposals shall be submitted to the West Feliciana Parish School Board as follows:

West Feliciana Parish School Board, Attn: Supt. Hollis Milton, P.O. Box 1910, St. Francisville, LA 70775.

To ensure consideration, all proposals must include the following on the outside of the envelope: "Sealed Proposal Enclosed: RFP for Counseling Services." Any proposal submitted after the deadline will not be considered.

Any proposal submitted prior to the Submission Deadline may be withdrawn by contacting Jodi Lemoine at the email address identified in Section 4 of this RFP. Any and all proposals submitted shall remain valid for a period of forty-five (45) days following submission.

Section 6: Evaluation/Contract Award

All proposals shall demonstrate a proposer's ability to comply with the requirements of the RFP in order to be eligible for contract award. Determination of compliance with the requirements shall be the sole responsibility of the DISTRICT. The DISTRICT reserves the right to waive any and all informalities. Further, the DISTRICT reserves the right to cancel this RFP at any time, including after the submission deadline date and prior to actual contract execution. The DISTRICT intends to evaluate the proposals received in accordance with the Evaluation Rubric, attached to this RFP at Exhibit A.

The DISTRICT will determine the most advantageous proposal, taking into consideration all criteria set forth in Exhibit A to this RFP. The DISTRICT reserves the right to reject any proposal or portion thereof, to waive any informality, and to award the contract to the proposer(s) who offers the best value, as determined by the DISTRICT.

Section 7: Contract Terms and Conditions

The selected proposer(s) will be expected to enter into a contract with the DISTRICT substantially similar to the sample agreement attached to this RFP at Exhibit B. In addition, the contract will include the federal laws identified in Section 9 of the RFP.

In the event a Proposer desires revisions to the sample agreement, Proposer should include the proposed revisions in its proposal for consideration by the DISTRICT during contract negotiation.

Section 8: Other Conditions

- 1) The RFP, terms and conditions, specifications, and the received proposal will be incorporated into the Agreement. These documents represent the entire agreement between the successful proposer(s) and the DISTRICT and supersede any prior discussions or negotiations, representations, or agreements, either written or oral.
- 2) Proposers are cautioned to read this RFP carefully, to complete all entries, and to submit all documents or information requested. Failure to do so may render the proposal non-responsive and result in the rejection of the proposal.
- 3) Each proposer, by submitting a proposal, represents that proposer has read, understands, and accepts all terms and conditions contained in the RFP.
- 4) The DISTRICT reserves the right to cancel this RFP at any time, to waive or adjust the RFP's requirements at any time, and to request additional information from any Proposer.
- 5) The cost of developing and submitting a proposal in response to this RFP shall be the sole responsibility of the Proposer and proposers shall not be entitled to any reimbursement from the DISTRICT for said costs.

Section 9: Applicability of Federal Laws

Any contract resulting from this RFP will be subject to the following federal laws to the extent that these laws are applicable to the types of services being provided, which laws will be incorporated into the contract:

REMEDIES

If any work performed by Consultant fails to meet the requirements of the Agreement, School Board may in its sole discretion:

- (i) elect to have Consultant re-perform or cause to be re-performed at Consultant's sole expense, any of the work which failed to meet the requirements of the Agreement;
- (ii) hire another subconsultant to perform the work and deduct any additional costs incurred by School Board as a result of substituting Consultant from any amounts due to Consultant; or
- (iii)pursue and obtain any and all other available legal or equitable remedies.

ACCESS TO RECORDS AND RIGHT TO AUDIT

The following access to records requirements apply to this Agreement:

(1) Consultant agrees to provide School Board, the State Legislative Auditor, Owner, the Comptroller General of the United States, the Department of Homeland Security-Office of

- Inspector General, or any of their authorized representatives access to any books, documents, papers, records, and accounts of Consultant for the purposes of making audits, examinations, excerpts, and transcriptions which are directly pertinent to this Agreement.
- (2) Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) Consultant agrees to work with School Board to provide any federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

RECORD RETENTION

Consultant shall maintain all records in relation to this contract for a period of at least SIX (6) years after final payment by School Board to Consultant.

CLEAN AIR ACT

- (1) Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.
- (2) Consultant agrees to report each violation to School Board and understands and agrees that School Board will, in turn, report each violation as required to assure notification to appropriate State or federal authorities.
- (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

ENERGY POLICY AND CONSERVATION ACT

Consultant hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

FEDERAL WATER POLLUTION CONTROL ACT

- (1) Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) Consultant agrees to report each violation to School Board and understands and agrees that School Board will, in turn, report each violation as required to assure notification to appropriate State or federal authorities.
- (3) Consultant agrees to include these requirements in each contract exceeding \$150,000 financed in whole or in part with Federal assistance.

SUSPENSION AND DEBARMENT

- (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) Consultant must comply with 2 C.F.R. pt. 180, part C and 2 C.F.R. pt. 3000, part C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by School Board. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, part C and 2 C.F.R. pt. 3000, part C, in addition to remedies available to School Board and State authorities, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) Consultant shall complete the required certification indicating compliance with this Section.
- (5) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

Consultants who apply or bid for an award of \$100,000 or more shall complete the required certification found at APPENDIX A, 44 C.F.R. PART 18. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

PROCURMENT OF RECOVERED MATERIALS

- (1) In the performance of this contract and in the execution of Consultant's work under the contract, Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;

- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
- (3) Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO, AND FLAGS

Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund the Agreement. Consultant will comply will all applicable federal law, regulations, executive orders, policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to School Board, Consultant, or any other party pertaining to any matter resulting from the Agreement.

PROGRAM FRAUD AND FALSE OR FRUADULENT STATEMENTS OR RELATED ACTS

Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Consultant's actions pertaining to this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: "During the performance of this contract, Consultant agrees as follows":

- (1) Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
- (2) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and

- selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (3) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (4) Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Consultant's legal duty to furnish information.
- (5) Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (7) Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (8) In the event of Consultant 's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or

by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(9) Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Consultant or vendor. Consultant will take such action with respect to any contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a Consultant or vendor as a result of such direction by the administering agency, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance if future

compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

For the required contract provision, the language from 29 C.F.R. §5.5(b)(1)-(4) is provided here for ease of reference:

- (1) Neither Consultant nor its subconsultant, for any part of the contract work which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one- half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Consultant and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subconsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. School Board or the State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any money subconsultants payable on account of work performed by Consultant or subconsultant under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime subconsultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. Consultant or its subconsultant shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring Consultant to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

If Consultant intends to contract any portion of the work covered by this Agreement, Consultant should take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever Consultant are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

ASSIGNMENT OF AGREEMENT

Consultant shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of School Board. This provision shall not be construed to prohibit Consultant from assigning his bank, trust company, or other financial institution any money subconsultant due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to School Board.

COPELAND ANTI-KICKBACK ACT

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

A. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as federal authorities may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

B. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference to the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States mans, for iron and steek products, that all manufacturing processes, from the initial milling stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS AND ACKNOWLEDGEMENT OF FEDERAL FUNDING

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. Consultant will comply with all application federal law, regulations, executive orders, policies, procedures, and directives.

COPYRIGHT AND DATA RIGHTS

License and Delivery of Works Subject to Copyright and Data Rights. Consultant grants to School Board, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data fist produced in the performance of this contract to reproduce, publish, or otherwise use, including prepared derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data, required by the Agreement but not first produced in the performance of this Agreement, Consultant will identify such data and grant to School Board or acquires on its behalf a license of the same scope as for data first produced in the performance of this Agreement. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, Consultant will deliver to School Board data first produced in the performance of this Agreement and data required by the Agreement but not first produced in the performance of this Agreement in formats acceptable by School Board.