# REQUEST FOR PROPOSALS NO. 041-NN10

# MANAGER TO SUPERVISE AND FACILITATE CHALLENGE ROPES COURSE AT RUTH OWENS KRUSE EDUCATIONAL CENTER

## I. NAME AND ADDRESS OF REQUESTOR

Miami-Dade County Public Schools
Division of Special Education (SPED)
1500 Biscayne Boulevard, Suite 407
Miami, Florida 33132

## II. PURPOSE OF REQUEST FOR PROPOSALS

The purpose of the Request for Proposals (RFP) is to evaluate and select one agency to provide a Challenge Ropes Course Manager to supervise and facilitate all activities on the ropes course at the Ruth Owens Kruse Educational Center (Kruse Center).

## III. INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

Eight (8) copies of this proposal, one of which must be an original, must be received by 2:00 p.m. (Local Time) April 25, 2013, at:

The School Board of Miami-Dade County, Florida
Bid Clerk, Procurement Management Services
1450 NE Second Avenue, Room 352
Miami, Florida 33132

In addition to the paper copies, one copy of the proposal in digital format, on a CD, is requested to be included.

The responsibility for submitting this proposal to the District on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The District will in no way be responsible for delays caused by the United States Postal Service or any other delivery service or any other occurrence.

The proposal must be submitted in a sealed envelope or box marked "PROPOSAL FOR MANAGER TO SUPERVISE AND FACILITATE CHALLENGE ROPES COURSE AT RUTH OWENS KRUSE EDUCATIONAL CENTER."

It is anticipated that a proposal may be presented to The School Board of Miami-Dade County, Florida, (School Board) for acceptance on or about June 19, 2013. If accepted, notification to the successful proposer will be on or after June 19, 2013. The School Board reserves the right to reject any and all proposals.

## IV. GENERAL INFORMATION ABOUT THE SCHOOL DISTRICT AND DESCRIPTION OF THE PROGRAM

Miami-Dade County Public Schools (M-DCPS), the fourth largest school district in the United States, seeks proposals from agencies qualified to provide a Challenge Ropes Course Manager to supervise and facilitate all activities on the ropes course at the Ruth Owens Kruse Educational Center (Kruse Center). The Division of Special Education (SPED) has designated the Kruse Center as an Adventure Based Theme/Focus School.

As a part of the school-wide implementation of the adventure theme, A Challenge Ropes Course has been installed at the school site. The purpose of the Challenge Ropes Course is to allow students to practice healthy social skills in adventure-based experiential activities that require collaboration, socialization, conflict resolution, and communication. Miami-Dade County Public Schools (M-DCPS) staff at the Kruse Center will participate in the course activities under the supervision of the Challenge Ropes Course Manager. The manager will supervise and facilitate all activities on the course, be able to clarify all procedure questions, inspect equipment on a regular basis, and ensure the maintenance of safety standards.

The agency selected will provide 18 hours per week of direct management, supervision and technical consultation, from July 1, 2013 through June 30, 2014, not to exceed a total of 810 hours. The agency selected must also identify a liaison to the school district in reference to this contract. Upon referral from the school district, the liaison will ensure coordination and maintain documentation of all services rendered (including a log of services to document rates, times, locations, descriptions, and hours of services).

The Administrative Director, Division of SPED, and other designated personnel in the Division of SPED have the responsibility for maintaining effective coordination between the school district and the agency relative to the provisions of the contractual agreement for supervision and facilitation services. The school district will conduct an orientation meeting between staff from SPED and agency liaisons prior to the initiation of contractual services.

## V. SCOPE OF WORK AND GENERAL REQUIREMENTS

The agency(ies) must ensure the provision of adequate clinical supervision for the staff assigned to this program. All services provided by the agency(ies) will be coordinated with the school site administrator.

Staff from the agency (ies) will be required to write clinical notes for each direct service and student-oriented consultation that is provided. In addition, an annual progress report on each student will be required. Staff will also be required to complete a weekly log documenting hours of service for each student served. See **Attachment B - Weekly Contact Log for Challenge Ropes Course Manager**. A monthly invoice based upon hours of services rendered must also be submitted at the end of each month.

Proposers must possess the following minimum qualifications to be considered for the provision of the above-referenced services:

1. Experience facilitating therapeutic adventure based groups for emotionally handicapped and severely emotionally disturbed students.

2. Experience in implementing behavioral interventions in a therapeutic setting.

3. Experience in providing training to facilitators in technical ropes course skills as well as facilitation and leadership strategies.

4. Knowledge of ropes course maintenance procedures and guidelines and the ability to make required repairs.

## VI. REQUIRED INFORMATION TO BE SUBMITTED BY PROPOSERS

Proposers must submit the information listed below as well as other information specified elsewhere in this RFP:

1. A brief description of the design for provision of services.

2. Evidence of certifications in Cardio Pulmonary Resuscitation (CPR) and first aid for the staff member who will provide services.

3. A minimum of two letters of reference written within a year of the date of this Request For Proposals.

4. Documentation on the type and frequency of supervision to be provided, including the positions and qualifications of staff member(s) who will provide supervision.

5. Identification of the agency's staff member to serve as liaison for service delivery and description of this staff member's qualifications and experience.

6. The proposer's hourly fee must be indicated on **Attachment A** - **Proposer's Fee and Certification of Hours of Services**, and must include the signature of the authorized person empowered to submit this proposal.

7. Complete and submit **Anti-Collusion Statement** including the signature of the authorized person empowered to submit this proposal (Page "ii" of this proposal).

8. Complete and submit Vendor Information Sheet (**ATTACHMENT C**).

9. Complete Affirmative Action Employment Breakdown Form. (**Attachment D**).

The Board reserves the right to request additional information or clarification on information submitted. Upon request, Proposer shall submit information within three (3) days of request. Failure to submit requested information within the prescribed time limit may deem the Proposer non-responsive and ineligible for award.

## VII. TERMS OF CONTRACT

The term of the proposal shall be for an initial one (1) year period from July 1, 2013 through June 30, 2014 and may, by mutual agreement between the School Board and the awardee, be extended for two (2) additional one (1) year periods, and if needed, 90 days beyond the expiration date of the current renewal period. The School Board, through Procurement Management Services, may, if considering an extension, request a letter of intent to extend from the awardee prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon.

The School Board, by law, must reserve the right to cancel the contract at the end of the year of the contract term, as well as in the event the services rendered do not comply with the provisions of the proposal and/or the quality of services is found undesirable. The proposer shall comply with all municipal, state, and federal statutes prohibiting discrimination. The proposer shall at all times comply with local, state, or national standards for the provision of services whichever is more stringent. The Board shall have the right to cancel the agreement for unacceptable performance at any time, giving the other party sixty days (60) prior notice.

## VIII. INSURANCE REQUIREMENTS

At the time an award is made, the successful proposer shall be responsible for providing the School Board with certificates of insurance which indicate that insurance coverage has been obtained and meets the requirements as outlined below:

1. Professional Liability Insurance in the name of the proposer with limits of liability not less than $1,000,000 per wrongful act.

2. Commercial General Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence. The School Board of Miami-Dade County, Florida, its employees and agents must be listed as an additional insured on the policy.

3. Worker's Compensation Insurance for all employees of the proposer as required pursuant to the provisions of § 440, Florida Statutes.

Each insurance policy evidencing the insurance required hereunder shall bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the Board and the Students by reason of any payment under such policy and shall provide that such insurance carriers shall notify the Board in writing at least (30)

days prior to any cancellation, termination, non-renewal or modification to the individual/firms policy(ies) required under this agreement.

Upon the execution of this agreement, the individual/firm shall furnish to the Board's Office of Risk and Benefits Management with Certificates of Insurance evidencing the individual/firms insurance coverage is consistent with the terms of the agreement. The individual/firm shall also provide copies of the polices to the Board. The individual/firm shall also provide the Board with renewal or replacement Certificates of Insurance no less than (30) days prior to cancellation, termination or modification. The individual/firm shall be in material breach of this agreement if the individual/firm fails to obtain replacement insurance coverage prior to the date in which coverage is terminated or expires. In this event the Board may terminate this agreement without further liability to the individual/firm. Additionally the individual/firm shall be liable to the Board for any and all damages incurred due to the individual/firm failure to perform the agreement terms.

## IX. INDEMNIFICATION

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Board, and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to Vendor's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Vendor or other persons employed or utilized by the Vendor in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the AGREEMENT or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the AGREEMENT otherwise available to the Vendor. The remedy provided to the Indemnitees by this indemnification shall survive this AGREEMENT. The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to require the Vendor to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the Vendor shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

DUTY TO DEFEND: The Vendor agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the Board on any claim or demand arising out of, resulting from or incidental to Vendor's performance under this Agreement.

## X. EQUAL EMPLOYMENT OPPORTUNITY

1. It is the policy of the School Board that no person will be denied access, employment, training, or promotion on the basis of gender, race, color, religion, ethnic or national

origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference or disability, and that merit principles will be followed.

Each firm is requested to indicate its equal employment policy and provide a detailed breakdown by ethnicity, gender and occupational categories of its work force. (**ATTACHMENT D)**

2. Minority/Women Business Enterprise (M/WBE) Participation

The School Board has an active Minority/Women Business Enterprise (M/WBE) Program, to increase contracting opportunities for M/WBE's. In keeping with this policy, if a minority firm, which is Woman or African American-owned and operated, is to perform a scope of work, provide documentation to substantiate the experience of the M/WBE and its staff in providing this type of service. The Division of Business Development and Assistance must certify all M/WBE's, prior to contract award. The M/WBE Application may be accessed through the following link:

http://forms.dadeschools.net/webpdf/3920.pdf

## XI. EVALUATION OF PROPOSALS

Representatives of the school district will evaluate proposals, in order to ascertain which proposal best meets the needs of the School Board. The selection committee will consist of the following:

- A Regional Center Director or designee;
- A supervisor for the Division of SPED or designee;
- A representative from the Superintendent's District Advisory Panel for ESE or designee;
- A representative from Ruth Owens Kruse Educational Center;
- A supervisor from the Division of Psychosocial Clinical Support Services
- A representative from Office of Economic Opportunity/M/WBE; and
- A representative from Procurement Management Services. (non-voting)

The evaluation committee will consider the following specific criteria:

A. The responsiveness of the proposal in clearly stating an understanding of the work to be performed within the established time frames.

B. The cost may not be the dominant factor but will have some significance. It will be a particularly important factor when all other evaluation criteria are relatively equal.

C. The background, qualifications, experience, skills, and/or expertise in the area of the provision of facilitation and supervision services along with the type and frequency of supervision and the identification and documentation of the agency liaison staff member.

D. M/WBE Participation; and

E. Past Performance

The school district reserves the right to reject any and all proposals submitted, or any phase thereof. When the final selection is made, a professional services agreement acceptable to the Attorney for the School Board will be entered into with the successful proposer(s). No debriefing or discussion will be held with unsuccessful proposers. The School Board retains the right to waive irregularities and to request clarifications in the proposal. The information contained in this proposal is supplied as an aid to the proposer in determining whether it will be able to supply the services, which may be required by the School Board.

## EVALUATION PROCEDURE TO PROVIDE PREFERENCE TO LOCAL BUSINESS

Local business means the vendor has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its headquarters, manufacturing facility, or locally-owned franchise located within the legal boundaries of Miami-Dade County, for at least twelve (12) months (or having a street address for at least twenty-four (24) months), prior to the bid or proposal opening date. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be considered for local preference, vendors must provide a copy of their business license and the local business affidavit of eligibility with their bid or proposal. A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the School Board will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The Superintendent may also recommend that the firm be referred for debarment in accordance with Policy **6320.04**.

If following the completion of initial evaluations, a local firm has submitted a proposal and is competing with a non-local Proposer(s) then the local vendor(s) shall have the opportunity to proceed to be considered for further evaluation provided the price is within five percent (5%) of the cost proposed by the non-local vendor, all other technical requirements being equal. In the case of a tie in the best and final proposal between a local business, the tie shall be broken as delineated in Policy **6320**.

## XII. IMPLEMENTATION SCHEDULE

The planned schedule for implementation of proposals is as follows:

Procurement Contract Review Committee……..January 31, 2013

Mailing of RFP…… ..... April 8, 2013

Deadline for Questions……..…… April 17, 2013

Deadline for Submission of Proposals ..... April 25, 2013

Evaluation by Selection Committee ..... May 3, 2013

Contract Award ..... June 19, 2013

## XIII. ADDITIONAL INFORMATION

Any and all questions pertaining to this RFP must be submitted no later than 4:00 p.m. (Local Time) April 17, 2013 via e-mail, to the individual listed below:

Ms. Barbara Jones, CPPB
Procurement Management Services
Miami-Dade County Public Schools
1450 NE 2nd Avenue, Room 352
Miami, FL 33132
(305) 995-2738
E-mail: bjones@dadeschools.net

The School Board of Miami-Dade County, Florida will issue responses to inquires and any other corrections or amendments it deems necessary in written addenda issued prior to the proposal due date. Proposers should not rely on any statements other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

Responses to questions will be posted to M-DCPS' website and it is the responsibility of the Proposers(s) to monitor this site for posting of response(s). The website link is the following:

http://procurement.dadeschools.net/bidsol/asp/ENACT.asp