

Request for Proposal #21011P

AthleticTraining Services

Due by: 2:00 p.m. LT

Wednesday, March 17, 2021

ANOKA-HENNEPIN SCHOOL DISTRICT CALL FOR PROPOSAL

Request for Proposal 21011P – Athletic Training Services

By order of the School Board of Anoka-Hennepin School District, sealed proposals for Athletic Training Services will be received in accordance with the specifications prepared by the Anoka-Hennepin School District until 2:00 p.m. Local Time (LT) on Wednesday, March 17, 2021, at the District Purchasing Department, 2727 North Ferry Street, Anoka, MN 55303. Hand delivered proposal must be checked in at the reception desk located at Entrance #1.

The following project dates have been established: Proposal issued Friday, February 26, 2021 closing date for vendor questions is Monday, March 8, 2021 by 4:00 p.m. LT, responses to vendor questions issued by Wednesday, March 10, 2021 by 4:00 p.m. LT, Proposals due on Wednesday, March 17, 2021 at 2:00 p.m. LT.

Documents may be examined or obtained at the Anoka-Hennepin School District, Purchasing Department, 2727 North Ferry Street, Anoka, Minnesota 55303 between the hours of 7:30 a.m. and 4:00 p.m. LT or by calling the Purchasing Department at 763-506-1300 or by email at PurchQuotes@ahschools.us.

No vendor may withdraw their proposal within sixty (60 days) after the scheduled closing time for the receipt of proposals.

The School Board reserves the right to reject any or all proposal or parts of proposal and to waive informalities in the proposals.

ANOKA-HENNEPIN SCHOOL DISTR	ICT
CLERK OF THE SCHOOL BOARD	
Jeff Simon	

PART 1: GENERAL INSTRUCTIONS

1.01 INVITATION

Proposals will be received at the Purchasing Department of Anoka-Hennepin School District, 2727 North Ferry Street, Anoka, MN, 55303 until 2:00 p.m. LT on Wednesday, March 17, 2021 to provide **Athletic Training Services for all five (5) High Schools**, in accordance with the specifications included in this document.

1.02 BACKGROUND AND OBJECTIVE

The Anoka-Hennepin School District is requesting proposals from vendors interested in providing a four-year contract for Athletic Training Services for all five (5) High Schools.

1.03 DEFINITION

- District means Anoka-Hennepin School District
- LT means Local Time
- Vendor means the firm that submits a Proposal in response to this RFP
- RFP means Request for Proposal

1.04 INSTRUCTIONS

A. Submission

Vendor to submit one (1) bound original, and one (1) electronic copy by USB flash drive, for reproduction for evaluation team, clearly labeled with:

Vendor Name

21011P- for Athletic Training Services

Attn: Tiffany Audette CPPB Purchasing

and a notation "Proposal Enclosed – Do Not Open until Wednesday, March 17, 2021 at 2:00 p.m. L.T."

Only the original bound copy needs to contain original signatures, and must be clearly marked 'Original'. The proposal must include the firm name on every page of the proposal and be signed by an officer or other employee authorized to submit the proposal. Proof of authority of the person submitting the proposal must be made available upon request from the District.

Acceptable delivery methods are listed below:

US Postal Service

FedEx, Courier, UPS

Personally hand delivered *

*If delivering in person, please check in with the receptionist at Entrance #1 at delivery address in section 104.C.

B. Multiple Submissions

Vendors may submit multiple, alternative proposals for consideration by the District.

C. Delivery Response

Proposals must be received at the following address:

Anoka-Hennepin School District

Purchasing Department, Entrance #1

Attn: Tiffany Audette, CPPB

2727 North Ferry Street

Anoka, MN 55303

If delivering in person, please check in with receptionist at Entrance #1.

D. Opening

Proposals are due on Wednesday, March 17, 2021 at 2:00 p.m. L.T. Only the names of the vendors submitting proposals will be available by request. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and, as such, will be kept confidential.

E. Late Submissions

The Vendor assumes the risk of any delay in the delivery of their proposal. Whether the proposal is sent by mail or by means of personal delivery, the Vendor assumes responsibility for having their proposal clocked in on time at the location specified above. All proposals received after the proposal opening time identified in Section 1.04 will remain unopened and be rejected.

F. Editing of This Document

Modifications, additions, or changes to the terms and conditions of this document may be cause to reject the proposal. Vendors must submit all proposals on the District's forms. Proposals submitted on company forms may be rejected.

G. Withdrawal of Submission

A proposal once delivered to the formal custody of the District, may not be withdrawn until after the proposals are opened and acknowledged; and no proposal may be withdrawn for a period of sixty (60) days from the opening thereof. Once documents have been received by the District all documents become the property of the District. When documents are opened, they become public information and any restrictions put upon the District regarding the sharing of information or duplicating copies after opening will be grounds to reject all proposals.

H. Vendor Responsibility

It is the obligation of each Vendor to examine instructions, requirements and specifications before submitting a Proposal. Submission of a Proposal shall be proof that such examination has been made and that each Vendor has become thoroughly familiar with the requirements. The District will not be responsible for, nor honor any claims resulting from, or alleged to be the result of misunderstanding by the Vendor.

I. Incurring Costs

Neither the District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a proposal, whether or not it is the successful Vendor. These costs include but are not limited to:

- bonding
- · legal costs for any reason
- visitation costs
- reproduction
- postage and mailing

J. Disclosure of Data

According to state law, the content of all proposals and related correspondence, which discloses any aspect of the proposal process, will be considered public information when the award decision is announced. This includes all documents received in response to this RFP, both the selected proposal and the proposal(s) not selected. Therefore, the District makes no representation that it can or will maintain the confidentiality of such information.

K. Timeline

Listed below are the required dates and times by which actions must be completed and, where applicable, locations. If the District determines that it is necessary to change a date, time, or location it will issue an addendum to this RFP.

Description	Date
Proposal issued	Friday, February 26, 2021
Closing date for vendor questions	Monday, March 8, 2021 by 4:00 p.m. LT
Responses to vendor questions issued	Wednesday, March 10, 2021 at 4:00 p.m. LT
Proposals Due	Wednesday, March 17, 2021 at 2:00 p.m. LT

L. Proposal Security

The proposal must be accompanied by a certified check or proposal security, payable to the Anoka-Hennepin School District 11, the sum of five percent (5%) of the amount of the proposal. The proposal security or checks of the three lowest proposal venders will be retained until the contract has been awarded and signed by all concerned, but no longer than 30 days.

All insurance companies providing proposal securities must be licensed to do business in the State of Minnesota.

M. Affidavit of Non-Collusion

The Vendor is required to include a completed Affidavit of Non-Collusion, provided in Attachment A. Collusion of Vendors is cause for rejection of those Vendors involved.

N. Pre-Proposal Meeting - not applicable

O. Inquiries

All inquiries concerning this proposal must be submitted via email to purchquotes@ahschools.us by 4:00 p.m. LT on Monday, March 8, 2021. Please enter "21011P Questions" in the subject line of your email. The District will not be responsible for, nor honor any claims resulting from, or alleged to be the result of misunderstanding by the Vendor. No phone or in person inquiries will be accepted. It is the Vendor's responsibility to bring all discrepancies, ambiguities, omissions, or matters that need clarification to the District's attention. Responses to inquiries will be emailed to Vendors by 4:00 p.m. LT on Wednesday, March 10, 2021

P. Deviation from Specifications - Not Used

Q. Samples - Not Used

R. References

In Part 3, vendors are required to list three customers with approximately the same service requirements and volume as described in this proposal. In addition, the vendor must provide information for a company who has discontinued a contract within the last three years. The District evaluation team will make all reasonable attempts to reach the specified references.

S. Uniformity (New)

To provide uniformity and to facilitate comparison of proposals, all information submitted must clearly refer to the page number, section, or other identifying reference in this RFP. All information submitted must be noted in the same sequence as it appears in this RFP.

T. Interpretations and/or Clarifications (New)

Interpretations and/or clarifications shall not be binding on vendors unless repeated in writing and distributed as an addendum. Any changes, clarifications, or other interpretations regarding this RFP will be sent by the District to each vendor. These addenda will become part of the RFP and will be included by reference in the final contracts between the vendor(s) and the District.

1.05 EVALUATION AND AWARD

A. Contract Award will be made by the School Board of the District. The RFP award will be based upon, but not necessarily limited to, the factors of: a) price; b) quality of service and guarantees offered; c) ability of proposers to fulfill contract and specification requirements; and d) prior knowledge or experience with the service proposed and/or proposers past performance. In evaluating proposals, the District will consider whether the proposals comply with prescribed requirements. It is the District's intent to award this proposal to one vendor, however, the right is reserved to award this proposal in part or in whole to a single supplier or to reject any or all RFPs if it is in the best interest of the District to do so. The School Board reserves the right to reject any or all RFPs or parts of RFPs and to waive any minor technicalities and irregularities in the proposals.

It is the intent of the District to have a contract take effect August 1, 2021 or sooner.

B. Sole Vendor

The successful Vendor will provide the District with an annual discount guaranteeing them the contract as a sole vendor. Vendor is to include the amount of the proposed discount in the proposal fee and Discount Schedule in Part 3, Section 3.01.

C. Vendor Experience

The Proposer must have a minimum of five years providing Athletic Training Services to high school students.

D. Vendor Qualifications

The District may make reasonable investigations to determine the ability of the Vendor to perform the services and/or furnish the products as detailed in this RFP. The Vendor will furnish all information and data for this purpose, as may be requested. The District reserves the right to inspect Vendor's physical facilities prior to award to satisfy questions regarding the Vendor's capabilities. The District further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Vendor fails to satisfy the District that the Vendor is properly qualified to carry out the obligations of the contract. Past performance with the District will be taken into consideration.

E. Evaluation Criteria

Vendor responses will be evaluated according to the following criteria:

- 60% Cost Vendors shall use the associated attachments to provide complete and comparable costs
- 20% Completeness of services provided, and any exceptions taken to requirements
- 10% Additional Value-added services provided
- 10% Vendor experience, customer references

F. Right to Negotiate

The District reserves the right to negotiate on any or all components of each proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and, as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

In evaluating proposals received, Anoka Hennepin Schools reserves the right to consider past service to the District, and ask for and lend credence to testimonies received from other school districts presently being serviced by the Vendors, when considering the award of this contract, and will be based on the best interest of the District. The District will be the sole and final authority in determining the successful Vendor. Anoka Hennepin Schools reserves the right to accept or reject any or all proposals, based on the best interest of the School District, to waive formalities, and to reject nonconforming, nonresponsive, or conditional proposals.

G. Award

Award shall be made to the qualified and responsible Vendor whose proposal is responsive to this request. The District reserves the right to:

- Accept or reject any and all proposals or portions thereof, or to waive any irregularities or informalities in proposals
- Select a proposal in the best interest of the District
- Select the next best responsive proposal
- Award to more than one Vendor
- Release a new RFP
- Take other action, as the District deems appropriate

The District reserves the right to accept or reject any or all proposals, based on the best interest of the School District, to waive formalities, and to reject nonconforming, nonresponsive, or conditional Proposals. The District will be the sole and final authority in determining the successful Vendor.

1.06 CONTRACT

A. Contract Period

The contract resulting from this proposal will be effective for a term of 4 years, beginning of a signed and executed contract and ending July 31, 2025.

B. Contract Pricing

Prices will be firm for the life of the contract.

C. Escalation - Not Used

D. Contract Review - Not used

E. Contract Renewal

This contract is not renewable.

F. Contract Assignment

The Vendor shall not assign this contract, in whole or in part, or any monies due or that would become due hereunder, without written consent of the District. If the District consents to the Vendor assigning this contract, in whole or in part, or any monies due or that would become due, the instrument of assignment shall contain a clause that states what the right of assignee is and that any monies due to the Vendor shall be subject to prior liens of all persons, firms and corporations for the services rendered or materials supplied for the performance of this contract.

G. Inability to Perform

The vendor shall make every reasonable effort to maintain staff to deliver the solution purchased by the District. The vendor shall immediately notify the District in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed-upon quality and quantity of services. Upon such notification, the District shall determine whether such inability requires a modification or cancelation of the contract.

H. Reimbursement of Liquidated Damages

Time is an essential element of the proposal documents and contract. If the successful Vendor fails to meet the delivery deadline as set forth above or fails to supply in accordance with the specifications, terms and conditions of the proposal documents, for any reason, the District may deduct as liquidated images from any money due or coming due to the Vendor the cost of purchase by the District on the open market. Any monies deducted are not to be construed as a penalty, but as liquidated damages to compensate for the additional costs and inconvenience incurred by the District.

I. Vendor Financial Stability

The District may request a copy of the Vendor's financial records prior to contract award or during the contract period.

J. Contract Reports - Not Used

1.07 ADDITIONAL TERMS

A. Bonds and Insurance

Performance Bond: All vendors entering into a contract with the District for \$10,000.00 or more may be required to provide a Performance Bond for 100% of the contract. Performance Bond must be furnished within 10 days of award notice of the contract.

Commercial General Liability Insurance: Vendor will maintain insurance with limits of at least \$1,500,000 each occurrence for commercial general liability including bodily injury, property damage, personal injury, product liability and contractual liability through the effective period of the contract. Policies will name the District as an additional insured on a primary basis with respect to the operations of the Vendor using form CG2026 or its equivalent.

Worker's Compensation Insurance: The Vendor must provide worker's compensation insurance for all its employees and, in case any work is subcontracted, the Vendor will require the subcontractor to provide worker's compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.

Commercial Automobile Liability Insurance: The Vendor will be required to maintain insurance protecting it from bodily injury claims and property damage claims which may arise from operations of vehicles under the contract whether such operations were by the Vendor, a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be \$2,000,000.00 per occurrence Combined Single Limit (CSL).

Errors and Omissions (E & O) Insurance: The Vendor will be required to maintain insurance protecting it from claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to the Vendor's professional services required under this contract.

The minimum insurance amounts will be:

\$2,000,000.00 per occurrence \$2,000,000.00 annual aggregate

The Vendor will be required to submit certified financial statement providing evidence the Vendor has adequate assets to cover any applicable E & O policy deductible. Vendor will notify District of any changes in insurance coverage or carrier by Vendor or any subcontractor. Vendor will notify District of any changes in insurance coverage or carrier. Vendor will maintain insurance with limits of at least \$1,500,000 each occurrence for commercial general liability including bodily injury, property damage, personal injury, product liability and contractual liability through the effective period of the contract. Policies will name the District as an additional insured on a primary basis with respect to the operations of the Vendor using form CG2026 or its equivalent. The Vendor shall provide the District with a certificate of insurance in a form acceptable to the District prior to commencement of the contract. The certificates and insurance policies required in the above paragraphs shall contain a provision that coverage afforded under the policies cannot be canceled, materially altered, or allowed to expire until at least 30 days prior written notice has been given to the District.

B. Access to Records and Audit

Vendor's books, records, documents, and accounting procedures and practices relevant to the contract are subject to examination by the District and either the Legislative or State Auditor, as authorized by Minnesota Statute 16B.06, subd. 4. Such data are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under the contract. The vendor agrees to maintain such data for a period of 3 years from the date services or payment was last provided or made, or longer if any audit in progress requires a longer retention period.

C. District Support

The District is looking for a Vendor that would act as a committed partner wanting to work with the District. The Vendor must provide dedicated Sales, Customer Service, and Accounts Receivable representatives in Part 3.

D. Permission to Proceed - Not Used

E. Independent Contractors

The Vendor and all employees of the vendor shall **not** be considered employees of the District while engaged in the performance of any work or services required herein, and shall be Independent Contractors. Any and all claims that may arise under the Workers Compensation Act of Minnesota on behalf of said employees, and any and all claims made by any third party as a consequence of any act of omission on the part of the work or service provided to be rendered herein, shall in no way be the obligation or responsibility of the District.

F. Responsible Contractor - Not Used

G. Prevailing Wage - Not Used

H. OSHA

All Vendors must comply with OSHA regulations where applicable to this proposal in that the seller warrants that the product sold or service rendered to the buyer shall conform to the standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (29V.X.C. 651, PL 91-596).

Safety

The Vendor will comply with all state and federal laws as they relate to employee safety.

J. District Policy and Procedures

The Vendor will follow the District's policies and procedures while providing services in the school setting. District policies may be found on the District's website

K. Security Compliance on District Property

All work performed on District property shall be in compliance with District security policies, e.g., each person who needs to enter a District building shall sign in on the designated visitor log in the building office. The log shall include a date of entry, employee name, contractor name, time entering the building and time leaving the building. All Vendor personnel must wear an official identification badge issued by the vendor in an easily visible placard. The on-site technician assigned to support the District will be provided with an official District identification badge; this badge must be worn and visible at all times when the technician is working at District sites. The vendor will keep personnel screening records on file for any personnel under the resulting proposal. This will include records of Criminal Background Screening.

The vendor shall not utilize, in the performance of the resulting contract, any laborer or employee who has been convicted of a violent crime or a crime of such nature (such as child-related offenses) categorize the person being unsuitable for working around school children, or has engaged in such conduct as to be similarly categorized.

L. Hold Harmless

The vendor shall indemnify, hold harmless, and defend the District and its employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney fees that the District and its employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the vendor or its agents, servants, or employees, in execution, performance, or failure to adequately perform the vendor's obligations pursuant to this contract. The District shall also be indemnified for any attorney's fees it incurs to enforce this indemnification provision or any other indemnification provision in the contract.

M. Force Majeure

Neither party shall be held responsible for delay, nor could failure, to perform when such delay or failure is due to any of the following unless the act or occurrence could have been foreseen and reasonable action have been taken to prevent the delay or failure:

- · Fire, Flood, or Epidemic
- Strikes
- Wars
- Acts of God
- Unusually severe weather
- Acts of public authorities
- Delays of defaults caused by public carriers

Provided the defaulting party gives notice as soon as possible to the other party regarding the inability to perform.

N. Duties to Mitigate

The contract between the District and the successful vendor shall be governed by the laws of the State of Minnesota. Both parties shall use their best efforts to mitigate any damages that might be suffered by reason of any event giving rise to remedy hereunder. Attorney's fees If suit is brought by either party to this Proposal to enforce any of its terms (including all component parts of the proposal documents), and the District prevails in such suit, the vendor shall pay all litigation expenses incurred by the District, including attorney's fees, court costs, expert witness fees, and investigation expenses.

O. Discrimination

During the performance of this contract, the vendor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, gender, national origin, sexual orientation, disability, age, marital status, or public assistance status. The vendor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without unlawful discrimination because of their race, color, creed, religion, gender, national origin, disability, age, marital status, sexual orientation, or public assistance status. The vendor shall also comply with any applicable federal or state laws regarding nondiscrimination. The following list includes, but is not meant to limit, laws that may be applicable:

- Minnesota Statute Ch. 363
- The Equal Employment Opportunity Act of 1972
- Executive Order 11246
- The Rehabilitation Act of 1973
- The Age Discrimination in Employment Act of 1967
- The Equal Pay Act of 1963
- Minnesota Statute 181.59
- The Job Training Partnership Act of 1982
- P. Infringement on Adjoining Property Not Used
- Q. Temporary Facilities Not Used
- R. Utility Clearances Not Used
- S. Use of the District Facilities Not Used
- T. Cleanup Not Used
- U. Special Controls Not Used

V. Publicity and Advertising

Vendor shall not use in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of the District except on the specific, written authorization, in advance, of the Districts Department of Public Relations.

W. Prohibition against conflicts of interest, gratuities, and kickbacks

Any employee or any official of the District, elected or appointed, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to or from any person, partnership, firm, or corporation offering, submitting pricing for, or in open market seeking to make sales to the District shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment of a fine in accordance with state and/or federal laws.

X. Damage to District property - Not Used

Y. Solicitation Clause

Non-Solicitation Clause- it is the Districts desire to retain the current Athletic Trainers under the contract award as a result of this RFP. We expect to receive a non-solicitation clause waiver from our current vendor (IAM) allowing our current trainers the option to accept employment elsewhere, allowing the current athletic trainers to be employed by you and retain their assignment at Anoka-Hennepin.

PART 2: DETAILED SPECIFICATIONS

2.01 SERVICES PROVIDED BY THE CONTRACT VENDOR

A. Vendor will supply a NATA Certified Athletic Trainer to provide the medical assistance services to the schools at the times and during the events as set forth in Attachment A, page 10. The medical assistance services will be limited to: a) the evaluation and treatment of minor injuries, b) the application of first aid and other medical assistance as is reasonable and possible under the circumstances pending the arrival of ambulance services in the case of major injuries, c) preventative taping and strapping of athletes, as needed, d) providing nutritional information to student athletes, e) providing basic educational information to student trainers and managers in the course of performing the services, and f) providing recommendations for exercise or other physical measures for minor injuries under the direction, supervision and review of the injured athlete's physician. The District requires all athletic trainers to hold current valid registration under the State of Minnesota statutes. The District will not accept temporary registrations or permits.

Any services rendered by contracted personnel will be limited to those services that can be provided within the scope of the individual provider's medical training.

- B. All services will be provided on the school's premises with the exception of sports events at other schools, designated venues away from the school campus, or where the school's athletes are the "visiting" team, if such coverage is required by Attachment B.
- C. When the injured athlete's parent or guardian signs a release of information, the Vendor will provide the school with accurate records of treatment rendered for all athletic injuries for which the Vendor renders treatment and of all rehabilitation procedures provided by Vendor. These records will be made available to the injured athlete's physician as requested.
- D. Vendor will provide each Trainer with a cell phone. The Athletic Director and Vendor will develop a list of locations of emergency phones and emergency phone numbers to be distributed to student athletes and coaches.
- E. Vendor will provide the Athletic Director with a list of equipment and supplies required to render the services in sufficient time to permit the school to obtain such equipment and supplies. The Vendor shall use the District's current Health Supplies contract vendor. An alternate health supplies vendor can be used only if the current Health Supply Contract Vendor does not have the item available.
- F. Vendor will facilitate communication between an injured athlete, the Athletic Director and the team or family physician.

State Statute 148.7807 Limitations on practice: If an Athletic Trainer determines that a patient's medical condition is beyond the scope of practice of that Athletic Trainer, the trainer must refer the patient to a person licensed in this state to practice medicine as defined in section 147.081, to practice chiropractic as defined in section 148.01, to practice podiatry as defined in section 153.01, or to practice dentistry as defined in section150A.05 and whose license is in good standing and in accordance with established evaluation and treatment protocols. An athletic trainer shall modify or terminate treatment of a patient that is not beneficial to the patient or that is not tolerated by the patient.

- G. Vendor will provide consultation on equipment and program design when reasonably requested by the school for up to 2 hours per month.
- H. Vendor will have Athletic Trainers available on Saturdays that correspond to the events covered under the terms of this proposal.
- I. Vendor will provide a Rehab facility within 25 miles of the District borders.
- J. Vendor will conduct seasonal seminars for the District focusing on care and prevention of injuries, under the direction of the Athletic Director.

2.02 SCHOOL RESPONSIBILITIES

Each school is responsible to:

- A. Provide an area to perform the services per the specifications shown in Section 2.01 and to provide all necessary and required supplies and equipment as approved by the Athletic Director.
- B. Facilitate communications and flexibility between school, coaches, athletic trainer and school medical staff.
- C. Designate an individual (Athletic Director) to approve, directly monitor and evaluate the compliance of the Athletic Trainer with the duties and responsibilities as shown in the specifications in Section 2.01.
- D. Provide mandatory direct access to all emergency phone locations. Each site may provide walkie talkies for individual events at the schools. (This is up to the discretion of each site)
- E. Provide the Vendor with athletic event schedules one month prior to the sports first scheduled event. Changes or additions to the schedule must be communicated to the Vendor no less than two weeks prior to say change.
- F. Provide to the Vendor Booster and event program advertisement space on event roster sheets or programs whenever possible, at no charge, for the length of the agreement. Booster and event programs, where applicable, will list the athletic trainer. The Vendor will provide camera ready logo stat for placement in programs.

The Vendor will be allowed to place a banner at two of the three following locations: outdoor scoreboard (football/soccer); hockey arena or competition gymnasium (basketball/wrestling) if allowed by school policies and procedures.

2.03 INDEPENDENT CONTRACTOR

The Vendor, in performing these services, will be acting in the capacity of an independent contractor, and will not be an agent, servant, partner, or employee of the District. The Vendor will have control over the performance of the services, and will be solely responsible for payment of its federal and local taxes, salary for its employees, social security payments, and any and all other expenses incurred by Vendor in the performance of the Agreement. None of the benefits provided by the District to its employees, including, but not limited to, workers' compensation insurance, disability insurance, medical insurance, and employment insurance will be provided by the District to any of the Vendor's employees. The Vendor will not have authority to assume or create any obligation or responsibility, expressed or implied, on behalf or in the name of the District or to bind the District in any way whatsoever.

2.04 PERSONNEL REQUIREMENTS

The Vendor is required to furnish at least one Certified Athletic Trainer to perform the services for each school. Dual-event coverage requirements are discussed in Attachment B, pages 19-20. Please note the requirements of possibly more than two (2) Certified Athletic Trainers at times per school.

2.05 VALUE ADDED SERVICES

Separate to the proposal requirements outline, vendors may submit a list any additional value-added services to be considered by the district. This should be submitted in section 3.04.

PART 3: PROPOSAL FORM

3.01 PROPOSAL FEE AND DISCOUNT SCHEDULE

List below, by each high school site, the fees proposed for all services as detailed in the specifications and in Attachment B - Attendance Schedule. In addition, list any discount amounts applicable.

Year 1 (2021-22)	Andover	Anoka	Blaine	Champlin Park	Coon Rapids	Total
Total Fees	\$	\$	\$	\$	\$	\$
Discount	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)
Net Cost to District	\$	\$	\$	\$	\$	\$
Year 2 (2022-23)						
Total Fees	\$	\$	\$	\$	\$	\$
Discount	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)
Net Cost to District	\$	\$	\$	\$	\$	\$
Year 3 (2023-24)						
Total Fees	\$	\$	\$	\$	\$	\$
Discount	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)
Net Cost to District	\$	\$	\$	\$	\$	\$
Year 4 (2024-25)						
Total Fees	\$	\$	\$	\$	\$	\$

Total 4 Year Contract

(\$

\$

Discount

District

Net Cost to

Total Fees	\$	\$	\$	\$	\$	\$
Total Discount	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)
Total Net Cost to District	\$	\$	\$	\$	\$	\$

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Additional discount to total fee for a reduction in Athletic Trainin	a Room hours from 2:00 p.m. to 5:30 p.m. by 1	hour.
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Additional discount for the removal of Athletic Training Room Coverage during school vacation periods (Christmas holiday break and Spring break) when athletic teams are practicing.

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J)			

3.02 PROPOSAL PAYMENT SCHEDULE

From the information provided in the specifications, Attachment B - Attendance Schedule, and in the Proposal Fee and Discount Schedule (Section 3.01), list below the payments due to the vendor by the dates shown.

School year 2021-2022 (Total per school x 5 H	.S)
August 15, 2021	\$
November 15, 2021	\$
March 15, 2022	\$
	Total 2021-22 \$
School year 2022-2023	
August 15, 2022	\$
November 15, 2022	\$
March 15, 2023	\$
	Total 2022-23 \$
School year 2023-2024	
August 15, 2023	\$
November 15, 2023	\$
March 15, 2024	\$
	Total 2023-24 \$
School year 2024-2025	
August 15, 2024	\$
November 15, 2024	\$
March 15, 2025	\$
	Total 24-25 \$
Total 4-year contract (must equal Total Net Cos	t to District from Section 3.01)
,	\$

3.03	ADDITIONAL SERVICE FEES For services delivered in addition to Schedule on pages 24-25, show the				
3.04	VALUE ADDED SERVICES List any value-added services you Extra sheets may be attached if n		iated costs if not includ	ded in this	s proposal.
3.05	ADDITIONAL DISCOUNT OPPO List any additional discounts avail		s proposal. Extra shee	ts may be	e attached if needed
3.06	PROMPT PAYMENT DISCOUNT Prompt payment discount if offered Indicate prompt payment discoun	ed (i.e. 2% 10, net 30)		Yes	_ No
3.07	ALTERNATE PAYMENT OPTION Will you accept payment by credit to the District?	NS	electronic payment me		o additional cost
3.08	VENDOR SUPPORT Describe the ongoing support and custom fitting needs will be provided.		endor will provide. Plea	se be ver	y detailed in how the
3.09	DISTRICT VENDOR SUPPORTS The Vendor must provide a dedireceivable representative to assure notify the district immediately of a	cated sales representat re continuity of service a	and success of the con		
		Name	Email		Phone
	SALES REPRESENTATIVE:				_
	CUSTOMER SERVICE REP:				
	ACCTS. RECEIVABLE REP:				

3.10 REFERENCES

List three (3) customers with approximately the same volume as this contract including the customer name, address, phone number and contact person. List one (1) customer with approximately the same volume who has discontinued a contract with you in the last three (3) years. Include the same information as above and in addition list the rationale for canceling the contract. Attach additional sheets if necessary.

Customer Name and Address	Contact Person and Phone Number
1)	
2)	
3)	

Customer Name and Address Contract Person and Phone Number (for a customer who has discontinued a contract)	Rationale for Canceling

PART 4 - ACCEPTANCE

I, the undersign	ned, hereby certify that I am a	a duly authorized agent of cknowledge that all 23 pages of the RFP do	to
		cknowledge that all 23 pages of the RFP do and agree to the terms contained therein.	cument for ATHLETIC
Receipt of the f		ents to the proposal documents and their cos	sts being incorporated in the
	Document No	Received	(date)
	Document No	Received	(date)
	Document No	Received	(date)
SIGNED:			
NAME:			
	(print or type name)		
VENDOR NAM	E:		
ADDRESS:			
E-MAIL ADDRE	ESS OF SIGNER:		
PHONE NO.		FAX NO	
INCORPORAT	ED IN STATE OF:		

The following documents must be completed and submitted to be accepted as a complete RFP package:
Proposal Security
Proposal Form (Part 3)

Affidavit of Non-Collusion – Attachment A

Signed Acceptance (Part 4)

CHECKLIST FOR VENDORS

_____ Vendor Profile – Attachment C

ATTACHMENT A

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty of perjury:

That I am the vendor (if the vendor is an individual), a partner in the company (if the vendor is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the vendor is a corporation);

That the attached response has been arrived at by the vendor independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition;

That the contents of the Request for Proposal response have not been communicated by the vendor or its employees or agents to any person not an employee or agent of the vendor and will not be communicated to any such persons prior to the official opening of the proposals; and

I certify that the statements in this affidavit are true and accurate.
Authorized Signature:
Date:
Firm Name:

ATTACHMENT B - ATTENDANCE SCHEDULE

Vendor to provide the medical assistance services at the following times and locations for these high schools:

Andover High School 2115 Andover Blvd. Andover, MN 55304

Anoka High School 3939 7th Avenue North Anoka, MN 55303

Blaine High School 12555 University Avenue NE Blaine, MN 55434 Champlin Park High School 6025 109th Avenue North Champlin, MN 55316-3488

Coon Rapids High School 2340 Northdale Boulevard NW Coon Rapids, MN 55433

I. TRAINING ROOM COVERAGE

- A. Coverage Requirements
 - 1. The Vendor will provide coverage for the training room at each high school beginning August through the end of the end of the school's athletic season 2:00 p.m. to 5:30 p.m. These hours allow coverage for after school practices, injury evaluation and rehabilitation and sub-varsity home event coverage by a single Vendor employee. During the fall and spring seasons, when an athletic event occurs during training room hours, the Vendor will be at the event. A note will be posted on the training room door identifying the Vendor's location.
 - 2. From the start of fall "pre-school" seasons until the opening of school workshops the Vendor will provide coverage for the training room with a one-hour non-paid lunch or break time, for two weeks or ten working days (mid-August to the beginning of September). The hourly schedule per day may vary depending on the practice schedules.
 - 3. The Vendor will provide training room coverage during school vacation periods (Christmas holiday break and Spring break) when athletic teams are practicing. The expectation is that this will be two to three hours per applicable day; three days during Christmas holiday break and three days during Spring break.
 - 4. The Vendor will not be required to provide training room coverage when the Vendor is required to attend an event under Section II of Attachment B.

II. EVENT COVERAGE

The awarded vendor will coordinate coverage for all non-school sponsored invites on a <u>fee basis</u> for all seasons.

- A. Fall Pre-season Sports Coverage
 - 1. Dates: Mid-August to the beginning of September, for ten business days.
 - 2. Hours: 8 hours per day but may vary per site. The daily schedule will vary depending on the practice schedules at the School. There will be at least two (2) practices; the Trainer will get a 1-hour non-paid lunch break.
 - 3. Location: All practices and scrimmages and athletic training room.
 - 4. All game schedules must be confirmed prior to each season.
 - 5. Reasonable changes with 24-hour notification will be allowed.
 - 6. Coverage for all seasons will include: all practices/scrimmages, home invites, playoffs, invites-school sponsored, away events, and section team tournaments.
- B. Fall Sports Coverage (September to mid-November)
 - 1. Football: All Varsity includes a doctor on site Home and Away
 - 2. Football: Junior Varsity, Sophomore and Ninth Grade
 - 3. Football Varsity Scrimmages.
 - 4. Soccer: Varsity Boys and Girls Home events only
 - 5. Volleyball: 9A, 9B, Varsity, JV, 10A, Home events only
 - 6. Soccer: Junior Varsity, Lower-Levels
 - 7. Cross Country Home events only
 - 8. All Tournament and Invitational Home Events

C. Winter Sports Coverage (mid-November to mid-March)

All game schedules must be confirmed one month prior to each season.

- 1. Hockey: Varsity and the game preceding the Varsity; Boys and Girls; Home events only
- 2. Wrestling: Varsity and the match preceding the Varsity; Home events only
- 3. Gymnastics: Varsity, Junior Varsity; Girls; Home events only
- 4. Basketball: Varsity and the game preceding the Varsity; Boys and Girls; Home events only
- 5. Dance Team contests- Home events only

D. Spring Sports Coverage (mid-March to beginning of June)

All game schedules must be confirmed one month prior to each season. Reasonable changes (i.e., rain delays or postponements) with 24-hour notification will be allowed for spring sports only.

- 1. Track: Varsity Boys and Girls Home events only
- 2. Baseball: Varsity Home events only
- 3. Softball: Varsity only Home events only
- 4. La Crosse: Boys Varsity Lacrosse and the boy's match that proceeds along with Girls Varsity Lacrosse games
- 5. All tournament Home Events

E. Dual-event Coverage

- 1. If two or more athletic events overlap in time and are at different sites, the vendor will provide two (2) trainers, one for each event.
- 2. If there are two or more athletic events occurring simultaneously <u>at the same site or location</u> (i.e. high school gymnasiums), the vendor will provide two (2) athletic trainers, who can provide medical assistance services for these events.
- 3. Wrestling and Hockey: The vendor will provide two (2) athletic trainers, one for each location at all times, during dual events.

ATTACHMENT C - VENDOR PROFILE

Vendors must provide responses to information requested below must be completed and submitted with proposal documents.

	Legal Name of Respondent:
2. 3.	Address of office which will fulfill this contract:
4.	Number of years in business related to RFP:
5. 6.	Type of operation: Individual Partnership Corporation Number of total employees
7.	Number of employees that will be dedicated to fulfilling this contract
8.	Company – wide Annual Sales Volume:
9.	Indicate if you will provide a copy of your financial statements for the past two years, if requested.
10.	Is Respondent currently for sale or involved in any transaction to expand or become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms. YesNo
11.	Provide any details of all past or pending litigation or claims filed against Respondent that would affect Respondent's performance under a contract with the District. (use a separate piece of paper if needed)
12.	Is Respondent currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances and prospects for resolution. YesNo (use a separate piece of paper if needed)
13.	Does any current relationship whether a relative, business associate, capital funding agreement or any other such kinship exist between Respondent and any District employee, officer or School Board member?YesNo
14.	Are there any circumstances impacting Respondent that could affect Respondent's ability to perform under any award made?YesNo
15.	Describe your company's service/support philosophy, how it is carried out and how success is measured. (use a separate piece of paper if needed)
16.	Describe your company's quality assurance program, its requirements and how they are measured. (use a separate piece of paper if needed)
17.	Describe your back-up plan that is in place for covering illness or nonperformance of an Athletic Trainer assigned to our District. (use a separate piece of paper if needed)
18.	Attach a list of the names of all Athletic Trainers who will be dedicated to fulfilling this contract. Include years of experience for each trainer, copy of his or her registration, personal references, resumes, continuing education hours, etc.

All trainers assigned to the District will hold current valid registration under the State of Minnesota Statutes.

No temporary registrations or temporary permits will be accepted.