

Addendum No.1

Issued: April 27, 2021

RFP Name: Athletic Trainer Services

RFP# 2021-ATS-001

Dr. Lance Stout
Deputy Superintendent of Operations
Independence 30 School District
201 N. Forest Avenue
Independence, MO 64050

REQUEST FOR PROPOSAL ATHLETIC TRAINER SERVICES 2021-ATS-001:

Pursuant to Section 4.2 of the RFP, below are questions for clarification regarding the proposal:

2.3 Services:

Approximately how many hours per week do the high school ATs spend during the fall, winter, spring and summer sports seasons? Please be specify if it the hours are different for Truman, Chrisman, and VanHorn? Varies. **Approximately 2 PM – 6 PM daily BUT when games are occurring can go to 9 PM at night (varsity FB)**

Are high school ATs covering the 3 middle schools currently or is the expectation that additional ATs will be needed to help cover middle school events?

Yes. Not often. And if additional coverage is needed, we would ask for another AT to be provided (hourly rate)

Please clarify coverage expectations (if any) for the 4th middle school (6th grade center).

No

Approximately how many middle school hours are needed per fall, winter, spring, and summer sports seasons? **Maybe 10 for each season per school. Approximation. Not often.**

2.3.1 and 2.3.7:

Please state your expectation for student athlete physicals (i.e. number of sessions, grades of athletes, etc.) **We typically have 3-4 afternoons/evenings that we offer sports physicals to student athletes in ISD. We will pick out dates and schools in spring and summer to target all kiddos. Each session typically runs 2-3 hours.**

3.1 Content of Proposal:

3.1.3.1 and 3.1.3.2:

Please clarify whether it is the District's intention to retain the current ATs at each high school. If so, we would not have their resume or other information to submit for this area of the RFP. Please advise as to your expectation without this information available. **Not necessarily. We have great working relationship with ATH trainers but willing to work with new ones.**

3.7 Statement of Assurances and Signature:

There is an authorized signature request on page 11 of the RFP. Does this signature suffice to cover the requirements for 3.7.1 and 3.7.2?

Is electronic signature via DocuSign acceptable? **Yes**

5. Evaluation of Proposals and Award of Contract:

5.3.1:

Once the contract is awarded it will take approximately 30 days to complete the CMH standard hiring process including posting the job even with retention of Districts's current ATs, background check, drug screen, etc. Please keep this in mind as the start date of provision of athletic trainer services is dependent upon this date. Our preference is for the contract to begin on July 1.

Contract Terms Addendum:

Do you expect a proposed contract with the RFP submission? No. But soon thereafter.

How do we identify items from the contract terms addendum that we believe are not applicable or require modification based on CMH policy? **Our legal team would work with yours.**

Below are specific questions regarding terms and conditions listed in the addendum:

Termination (a).

This section is not clear. We would like to understand what constitutes termination cost? What notice of termination for cause is provided? **Termination costs would generally include any liabilities incurred as a result of termination- for example, an early termination fee. If terminated for cause, the District will not pay any sort of fee for terminating before the anticipated end date of the contract. While the District would not be required to provide 60 days advance notice of termination for cause, it would provide written notice of termination for cause as soon as reasonably possible.**

TERMINATION FOR CAUSE

Termination by the District for cause, default, or negligence on the part of the Respondent shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The sixty (60) days advance notice requirement is waived in the event of Termination for Cause.

Liquidated Damages.

What rate are you applying for liquidated damages? Is this applicable for Athletic Trainer Services?

The District may assess liquidated damages for work not completed as agreed upon.

Liquidated damages might include items like the cost of finding replacement services, should termination occur prior to the contract's anticipated end date. The District does not typically include a liquidated damages rate at the RFP stage, but can negotiate an amount or rate with the selected contractor.

Safety and Licensure.

IS THIS APPLICABLE TO ATHLETIC TRAINER/SPORTS MEDICINE SERVICES?

All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes. Respondent shall also be licensed to conduct business with the City of Independence

This provision is required in construction contracts by Missouri law, but is not applicable here so will be removed from the resulting contract.

Sub-Agreements.

IS THIS APPLICABLE TO ATHLETIC TRAINER/SPORTS MEDICINE SERVICES? We will not engage with any subcontractors.

The selected Respondent shall not execute an agreement with any sub-contractor to perform any work until it has written the District to determine any disapproval of the use of such sub-contractor. The selected respondent shall be fully responsible to the District for the acts and omissions of his/her sub- contractors, and of persons either directly or indirectly employed by them, as he/she is for the acts and omission of persons directly employed by him/her. The selected respondent shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub- contractor with the applicable provisions of the agreement. Nothing contained in the conditions, however, shall create any contractual relationship between any sub-contractor and the District.

Though you do not intend to engage any subcontractors, other respondents may. As such, we have included this clause in the anticipated contract.

Provision required by Law Deemed Inserted.

CAN YOU FURTHER EXPLAIN THIS SECTION? WE HAVE LANGUAGE THAT WE WILL COMPLY WITH LAWS.

Each and every provision of law and clause required by law to be inserted in the contract will be deemed to be inserted herein and the agreement will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement will forthwith be physically amended to make such insertion or correction.

This section is intended to ensure that the contract itself remains valid, even if it does not expressly include a provision required by law. Without this clause, if a provision required to be in the contract by law was unintentionally omitted, the contract would be void/unenforceable. Though there are other sections requiring the contractor to abide by all applicable laws, this provision is specifically refers to the enforceability of the contract.