

INDEPENDENCE 30 SCHOOL DISTRICT



REQUEST FOR PROPOSAL:

ATHLETIC TRAINER SERVICES

2021-ATS-001

THE INDEPENDENCE 30 SCHOOL DISTRICT

March 15, 2021

TIMELINE EXTENDED

Letter of Interest Due: Monday, April 19, 2021
Questions/Requests for Clarification Due: Monday, April 26, 2021

Proposal Due: Monday, May 3, 2021, 4:00 PM

REQUEST FOR PROPOSAL FOR ATHLETIC TRAINER SERVICES

1. Introduction

1.1. Background on the Request for Proposal

- 1.1.1. The Independence 30 School District (“District”) is issuing this **Request for Proposals for Athletic Trainer Services** (“RFP”) for the full range of athletic trainer services that the District requires from time to time composed of the categories set forth in Section 2 of this RFP (“the Athletic Trainer Services”). The District will evaluate submissions of all providers responding to this RFP (individually, “Respondent”) under the evaluation criteria in this RFP.
- 1.1.2. At the conclusion of this RFP, the District intends to select and contract with one or more providers to assure that the District has ongoing and expeditious access to Athletic Trainer Service providers.

1.2. Background on the District

- 1.2.1. The District, a public school district created, organized and operating under the Constitution and the laws of the State of Missouri, is an independent body politic and corporate, and a political subdivision of the State of Missouri
- 1.2.2. The District has an enrollment of approximately 17,500 students. The District operates 3 comprehensive high schools, 1 alternative school, 4 middle schools, 20 elementary schools, and an early childhood program.
- 1.2.3. The governing body of the District is a seven-member Board of Education. The Administration of the District is headed by the Superintendent of Schools.

2. Scope of Services includes, but is not limited to, the following areas:

2.1. Attendance at Athletic Events – Attend athletic practices, competitions, and/or tournaments;

2.2. Injuries – Attend to any injuries sustained by School students as a result of the student’s participation in the athletic event;

2.3. Services – Services provided may include, without limitations:

2.3.1. Performing physicals for student athletes as necessary;

2.3.2. Conducting initial assessments of an athlete’s injury or illness and formulating an impression of the injury or illness in order to provide emergency care and referral to a physician for definitive diagnosis and treatment, if necessary;

- 2.3.3. Administering first aid and emergency care for acute athletic injuries and illnesses; and
- 2.3.4. Providing health care information to and counseling athletes while at the athletic event.
- 2.3.5. Performing injury prevention measures to minimize the risk of injury during play;
- 2.3.6. Providing on-site injury checks each week during competitive seasons;
- 2.3.7. Assisting in pre-participation physicals; and
- 2.3.8. Assisting with ImpACT baseline testing for all high school student athletes in District.

3. Content of the Proposal

3.1. Identity of the Respondent

- 3.1.1. **Name of the Respondent** – The Proposal shall include the legal name of the Respondent submitting the Proposal.
- 3.1.2. **Address of the Respondent** – The Proposal shall include the mailing address of the Respondent.
- 3.1.3. **Team of Professionals** – The Proposal shall list the names of the athletic trainers who, it is expected, will be assigned to work with the District.
 - 3.1.3.1. **Resumes of Professionals** – The Proposal shall include the resume of each athletic trainer listed in 3.1.3.
 - 3.1.3.2. **Statement of Good Standing** – The Proposal shall include a statement that each athletic trainer listed in 3.1.3 is appropriately licensed, with the Missouri State Board of Registration for the Healing Arts.
 - 3.1.3.3. **Principal Contact** – The Proposal shall identify the provider’s principal contact, including contact information. See 4.1.1.1.

3.2. Billing, Billing Rates, and Reimbursement of Expenses

- 3.2.1. **Billing** – The Proposal shall indicate the rate at which the Respondent will bill the District at a flat fee monthly, and the rate at which Respondent will charge the District for additional athletic trainers when necessary.

3.3. Qualifications of Respondent

- 3.3.1. **Qualifications with Respect to Areas in the Scope of Services** – The Proposal shall include a detailed self-analysis of Respondent’s ability to provide athletic trainer services that meet the needs of the District, addressing each area set out in the Scope of Services, Section 2, above. The self-analysis should include Respondent’s experience providing athletic trainer services to entities similar to the District and include Respondent’s experience in the areas Discussed in the Scope of Services.
- 3.3.2. **Additional Qualifications** – Respondent may provide the District with additional information Respondent believes is pertinent to an assessment of Respondent’s qualifications. Additional information may include memberships in professional organizations, access to research data bases, attendance at relevant athletic training conferences, and conferences/workshops at which Respondent’s personnel have presented on relevant topics.

3.4. References

- 3.4.1. **Number of References** – Respondent shall submit three (3) client references.
- 3.4.2. **Type of References** – References from school districts or other governmental entities are preferred.
- 3.4.3. **Content of References** – References must include the following information: name of the entity, address of the entity, telephone number of the entity, and the individual at the entity to be contacted.

3.5. Conflicts of Interest

- 3.5.1. **Relationships with Members of the Board of Education and Administration** – Respondent shall state any professional, business, or familial relationship that Respondent as an entity or principals of Respondent has or have with any current member of the Board of Education of the District, or with any administrator of the District.

3.6. Insurance

- 3.6.1. **Workers’ Compensation Insurance** – Respondent shall provide proof of workers’ compensation insurance, as required by law.
- 3.6.2. **Comprehensive General Liability Insurance** – Respondent shall provide proof it maintains general liability insurance with a limit of not less than \$2,000,000.00 per occurrence, and \$3,000,000.00 in the aggregate, with a deductible of not more than \$5,000.00.

- 3.6.3. **Professional Liability Insurance** – Respondent shall provide proof of professional liability insurance with a limit of not less than \$1,000,000.

3.7. Statement of Assurances and Signature

- 3.7.1. **Assurances** – Respondent shall include a statement that Respondent has read and understands the instructions in this RFP, and that Respondent can provide the services specified in this RFP.
- 3.7.2. **Signature** – The original copy of the Proposal shall be signed by an authorized representative of Respondent.

4. Submission of Responses

4.1. Pre-Submission Requirements

- 4.1.1. **Letter of Interest** -- Within five (5) days of issuance of the RFP, providers shall submit a letter expressing the firm's interest in submitting a proposal.
- 4.1.1.1. **Principal Contact Person** – The letter must identify the Principal Contact Person at the provider with respect to the RFP, and provide contact information, including e-mail address, for the principal contact person.
- 4.1.1.2. **Mode of Submitting Letter of Interest** – Interested providers may submit the Letter of Interest by United States Mail or as a pdf document attached to an email.
- 4.1.1.3. **To Whom to Address the Letter of Interest** – The Letter of Interest should be addressed to:

Dr. Lance Stout
Deputy Superintendent of Operations
Independence 30 School District
201 N. Forest Avenue
Independence, Missouri 64050
lance_stout@isdschools.org

4.2. Questions Regarding the Request for Proposal

- 4.2.1. **Questions/Requests for Clarification** – Questions/Requests for clarification regarding the proposal will be accepted through the end of business, April 26, 2021.

- 4.2.2. **To Whom to Address Questions** – Questions/Requests for clarification regarding the proposal should be addressed to:

Dr. Lance Stout
Deputy Superintendent of Operations
Independence 30 School District
201 N. Forest Avenue
Independence, Missouri 64050
lance_stout@idschools.org

- 4.2.3. **Mode of Asking Questions/Requests for Clarification** – Questions/Requests for clarification may be submitted by United States Mail or E-Mail.

- 4.2.4. **Responses to Questions/Requests for Clarification** – Inquiries and Responses to Questions/Requests for Clarification will be sent by e-mail to the Principal Contact Person identified in 4.1.1.3 of all providers that have expressed an interest in submitting a proposal.

4.3. Submission Requirements

- 4.3.1. **Date and Time Proposal Is Due** – The Proposal must be submitted not later than 4:00 PM, on Monday, May 3, 2021. The clock in the office of the Assistant to the Superintendent shall control.

- 4.3.2. **Location of Submission** – Proposal shall be submitted to:

Jennifer Lane
Administrative Assistant to the Deputy Superintendent
Independence 30 School District
201 N. Forest Avenue
Independence, Missouri 64050
jennifer_lane@idschools.org

- 4.3.3. **Identification of Submission** – The Proposal shall be enclosed in a sealed envelope labeled: “**PROPOSAL TO PROVIDE ATHLETIC TRAINER SERVICES.**”
- 4.3.4. **Form of the Submission** – The District will accept hard copies of the Proposal, only. Electronic or facsimile copies will not be accepted.
- 4.3.5. **Number of Copies** – The Submission shall include one (1) original and four (4) copies of the Proposal
- 4.3.6. **Contents** – The Proposal must include all of the information required by Section 3.

4.3.7. **Modification of Proposal** – Respondent may modify its Proposal up to the time that proposals are due.

4.3.8. **Withdrawal of Proposal** – Respondent may withdraw its Proposal up to one hour before the Proposals are due.

5. Evaluation of Proposals and Award of Contract

5.1. **Evaluation Committee** – The District may appoint a committee (Committee) to review the proposals and make a recommendation to the Board of Education.

5.1.1. **Interviews** – The District may elect to narrow the field and interview Respondents.

5.2. **Evaluation Criteria** – The criteria used by the District in evaluating the proposals include :

5.2.1. Qualifications and experience with projects of similar scope or complexity

5.2.2. Staff experience and competence

5.2.3. Pricing scale of services

5.2.4. Familiarity with Independence 30 School District and the project area

5.2.5. Approach

5.2.6. References

5.3. **Awarding of Contract** – The Board of Education will consider the recommendations of the committee and will award the contract for athletic trainer services to the provider or providers which, in the sole discretion of the Board of Education, has the lowest and best proposal which meets the needs of the District. The Board of Education may award contracts to more than one provider. The Board of Education reserves the right to reject all proposals. The decision of the Board of Education is final.

5.3.1. **Date of the Award** – It is the intention of the Board of Education to award a contract under this RFP on or before August 1, 2021. However, the Board is not bound by this date, and may take up to ninety (90) days after proposals are submitted to award a contract under the RFP.

- 5.3.2. **Contract** – If a Proposal is accepted, the District and Respondent shall enter into a contract consistent with this RFP, the Proposal, and such additional terms as negotiated between the District and Respondent. Respondent acknowledges that any contract awarded under this RFP is not final and is contingent upon approval by the District’s Board of Education.
- 5.3.3. **Duration of the Contract** – The agreement will run for one (1) year and may be renewed for three consecutive one-year terms upon agreement between Independence 30 School District and the successful provider.
- 5.3.4. **Failure to Contract** – Failure of the District and Respondent to agree on the terms of the contract may cause the avoidance of the award.

6. Other Provisions

- 6.1. The RFP – in part or in whole – is not intended to be, nor shall it be construed as being, a commitment of any kind by the District. There is no expressed or implied obligation for the District to reimburse responding providers for any expenses incurred in preparing a Proposal in response to this request.
- 6.2. The District reserves the right to reject any or all proposals.
- 6.3. The District reserves the right to waive any informalities and minor irregularities in any proposal received. The District, in its sole discretion, will determine whether an irregularity is minor.
- 6.4. Proposals, fees, costs, terms and conditions shall remain firm for ninety (90) days from the due date for proposals.
- 6.5. Proposals may not be withdrawn for ninety (90) calendar days from the due date for proposals without the express written consent of the District.
- 6.6. Respondent is responsible for its own verification of all information provided to it. Respondent must satisfy itself, upon examination of this RFP, on the intent of the terms, conditions, and specifications.
- 6.7. The District may award a contract based upon the initial proposals received, without further communication with the Respondents.
- 6.8. The District, at its option, may conduct interviews after receipt of the proposals.
- 6.9. The District reserves the right to enter into negotiations to clarify and qualify terms in a Proposal.
- 6.10. The District reserves the right to negotiate final contract terms with any Respondent, regardless of whether such Respondent was interviewed.

- 6.11. Respondent shall not offer or give any gratuities, favors, or anything of monetary value to an officer, employee, agent, or Board of Education member of the District to influence favorable disposition toward a submitted Proposal or for any reason while a Proposal is pending or during the evaluation process. Such practice shall result in automatic rejection of the Proposal.
- 6.12. No Respondent shall engage in any activity or practice, by itself or with other Respondents, the result of which may be to restrict or eliminate competition or otherwise restrain trade. Such practice shall result in automatic rejection of the Proposal.
- 6.13. If a conflict arises between the Proposal and the RFP, the District shall resolve any inconsistency in favor of the RFP. The District shall resolve all inconsistencies and/or disputes pertaining to the RFP and a Proposal in good faith. Respondent agrees to abide by the decision of the District.
- 6.14. The District is committed to providing equal opportunity in all areas of recruiting, hiring, retention, promotion, and contracted service. The District further commits itself to the policy that there shall be no unlawful discrimination against any person because of race, color, religion, disability, age, gender, or national origin.
- 6.15. The District is a public entity that is subject to the Missouri Sunshine Law, RSMo, Chapter 610. All records obtained or retained by the District are considered public records and are open to the public or media upon request unless those records are specifically protected from disclosure by law or exempted under the Missouri Sunshine Law. All contents of a response to a Request for Proposals are considered public records until a contract is executed, or all proposals are rejected. If a respondent has information that it considers proprietary, it shall identify documents or portions of documents it considers containing descriptions of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in a Proposal. After either a contract is executed pursuant to the RFP, or all submittals are rejected, if a request is made to inspect information submitted and if documents are identified as "Proprietary Information" as provided above under Missouri Sunshine Law, the District will notify the proposer of the request for access, and it shall be the burden of the proposer to establish that those documents are exempt from disclosure under the law.

By signing and submitting a proposal the proposer has read and understands the statements herein.

AUTHORIZED SIGNATURE: _____
Print/Typed

AUTHORIZED SIGNATURE: _____
Signed

DATE: _____

If unable to respond to this proposal and you wish to receive future proposal invitations, please return this sheet to the following address:

Independence School District
Lance Stout, Deputy Superintendent
201 North Forest Avenue
Independence, MO 64050

FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) - ADDENDUM

I, _____ being of legal age and having been duly sworn upon my oath and state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
2. I am employed by _____ (hereinafter “Company”) and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify (formerly known as “Basic Pilot”) federal work authorization program with respect to Company’s employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For: _____ (company name)

Title: _____

Subscribed and sworn to before me this ___ day of _____, 2021.

NOTARY PUBLIC

My commission expires:

CONTRACT TERMS - ADDENDUM

The District will attempt to negotiate and contract for the services described in this RFP with the respondent selected by the District who provides the lowest and best proposal. If an agreement cannot be reached with that vendor, there will be an attempt to negotiate a contract with the next qualified vendor providing the lowest and best proposal. This process will continue until an agreement is reached.

The following terms and conditions shall be included in a contract(s) negotiated with the selected respondent(s):

Scope

See Section 2 of the RFP.

Definitions

- The term “request for proposal” or RFP means a solicitation of a formal and sealed qualification.
- The term “respondent” or “vendor” means the person or entity submitting a formal sealed proposal.
- The term “District” means Independence 30 School District.
- The term “School Board” means the governing body of the District.

Tax Exemption

The District and its agencies are exempt from state and local sales taxes.

Termination

Subject to the provisions below, any contract derived from the RFP may be terminated by either party upon sixty (60) days advance written notice to the other party. The District may terminate the agreement immediately under breach of agreement if the selected respondent fails to perform in accordance with the terms and conditions. In the event of any termination of agreement by the selected respondent, District may purchase such services similar to those terminated, and for the duration of the agreement period the selected respondent will be liable for all costs in excess of the established agreement pricing.

(a) 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.

(b) TERMINATION DUE TO UNAVAILABILITY OF FUNDS

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled.

E-Verify

Missouri law requires all companies doing business under contracts greater than \$5,000 with government entities to attest that all their employees and subcontractor’s employees are

“lawfully present in the United States.” The selected Contractor agrees to annually provide the District a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the federal work authorization program (“E-Verify”) with respect to the employees working in conjunction with the contract and to affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Liquidated Damages

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

Applicable Law

Missouri Law shall govern all contracts entered into pursuant to this RFP, and the venue of any lawsuit or action arising from the contract or this RFP shall be the Circuit Court of Jackson County, Missouri, at Independence.

Compliance with Laws and Policies

Respondent shall adhere to all of the District’s rules, regulations, policies and procedures when engaged in services or related activities other at or away from the District, including but not limited to Board Policies, the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232(g) (FERPA), 45 CFR §§ 160 and 164 (HIPPA Privacy Rule), Section 504 of the Rehabilitation Act of 1973, the Individuals with Disabilities Education Act, and all civil rights laws. Prior to commencement of work under the agreement, respondent shall provide to the District a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the federal work authorization program. Federal work authorization means the E-Verify Program operated and maintained by the United States Department of Homeland Security and the Social Security Administration.

Safety and Licensure

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.

Force Majeure

If performance of the contract or any obligation under the contract is prevented, restricted, or interfered with by cause beyond either party’s reasonable control (“Force Majeure”), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term “force majeure shall include, without limitations, acts of God, fire, explosion, pandemic, vandalism, storm, or other similar occurrence, insurrections, riots, or wars, or strikes, lock-outs, or work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. During the time period of such an event(s), the District shall be under no financial obligation to make payment under the contract to respondent if services are not actually being provided by Respondent. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

Sub-Agreements

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.

Provision Required by Law Deemed Inserted

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.

Indemnity

The District will not agree to indemnify any respondent for its own negligence, for injuries or damages that do not arise from acts or omission of the District, or for injuries or damages for which the District has sovereign immunity.

Assignment

Neither the District nor the selected respondent shall, without the prior written consent of the other, assign in whole or in part its interest under any of the contract documents and, specifically, the Respondent shall not assign any moneys due or to become due without the prior written consent of the District.

Sovereign Immunity

The District does not waive or relinquish by entering into the contract all rights and immunities recognized at law, including sovereign immunity or governmental immunity, by whatever name, as set forth in RSMO, § 537.600, *et seq.*