



Des Moines Public Schools  
Request for Proposal  
RFP6979

**NOTICE TO BIDDERS**

Des Moines Public Schools will receive sealed proposals to for Athletic Trainer Services until 9:00 a.m. on April 21, 2014. Proposals will be received by the District's purchasing agent at his office: 1915 Prospect Road, Suite 1200 Des Moines, Iowa 50310.

Proposers are requested to submit a signed original as well as an electronic copy (preferably in a PDF format). Inquiries regarding interpretation of this request and other questions shall be addressed to Mark Mattiussi via email: [mark.mattiussi@dmschools.org](mailto:mark.mattiussi@dmschools.org).

**Calendar of Events**

Issuance Date	4/03/14
Inquiries Deadline	4/10/14
Due Date	4/21/14
Tabulations Completed	4/22/14
Committee Review & Evaluation	4/28/14
Submitted for Board Approval	4/29/14
Anticipated Award	5/06/14
Services Initiated	8/01/14

For a complete set of documents please visit our web site at:

<http://www.dmschools.org/departments/operations/purchasing-central-stores/purchasing/open-proposals>

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## **RFP6979 Athletic Trainer Services**

### **I. INTRODUCTION**

In order to ensure the proper care for its students and the efficient utilization of public funds and the Des Moines Public Schools (District) is soliciting proposals for Athletic Trainer services. It is the District's intent to select service a provider(s) which will maximize the District's ability to achieve the best possible care at the lowest costs for this service.

### **II. BACKGROUND**

The District is located in Des Moines, Iowa, the capital city of the state and employees approximately 5,000 teachers and staff. The Des Moines Public School District has 65 schools, including 38 elementary schools, 12 middle schools, 5 comprehensive high schools, as well as 10 schools that provide a range of specialized and alternative educational programs. It educates approximately 32,000 students annually and has provided education services for the past 100 years. The District's average trainer expense varies from \$50,000.00 - \$65,000.00 per fiscal year. *(The average amount is not a guarantee of future expenditures; it is merely an estimate for proposers to consider. The District makes no claim this amount will be expended during the upcoming fiscal year)*

### **III. GENERAL TERMS AND CONDITIONS**

#### **A. General**

- 1) Bidders shall make all investigations necessary to thoroughly inform themselves regarding the delivery of services as required by the solicitation. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying from the requirements of the District or the compensation to the Bidder. All information regarding this RFP will be posted on the District website @: [www.dmschools.org/departments/operations/purchasing-central-stores/purchasing/open-proposals/](http://www.dmschools.org/departments/operations/purchasing-central-stores/purchasing/open-proposals/)
- 2.) The terms and conditions of the Request for Proposal, the resulting contract(s) or activities based upon this Request for Proposal shall be construed in accordance with the laws of Polk County, Iowa. Wherever differences exist between Federal and State statutes or regulations affecting this procurement, interpretation shall be in the direction of that which is most beneficial to the interests of the District.
- 3.) Bidders are required to state exactly what they intend to furnish to the District via this solicitation and must indicate any variances to the terms, conditions, and specifications of this Bid; no matter how slight. If variations are not stated in the Bidder's Proposal, it shall be construed that the Bidder's Proposal fully complies with all conditions identified in this bid.
- 4.) Bidders are advised that the District endorses the participation and utilization of local contractors in its purchasing effort. Accordingly, bid proposals of equal price and quality will be awarded to Bidders residing within the geographic area when available. This policy does not prohibit Bidders who reside outside of the area from participating in the purchasing process as long as these Bidders can offer services at competitive pricing.

**B. Clarification and Modifications**

- 1.) Where there appears to be variances or conflicts between the General Terms and Conditions and the Scope of Services outlined in this bid solicitation, the Scope of Services shall prevail.
- 2.) The apparent silence or omissions within this bid solicitation regarding a detailed description of the services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only workmanship of first quality are to be used.
- 3.) If any Bidder contemplating submitting a Proposal under this solicitation is in doubt as to the true meaning of the requirements, the Bidder must submit a written request for clarification to the District's Purchasing Agent by the date designated by the Calendar of Events by email @: [mark.mattiussi@dmschools.org](mailto:mark.mattiussi@dmschools.org).
- 4.) The Purchasing Agent for the District will work with the authorized agent of the District to respond to all inquiries and will render an official interpretation of the question in writing. The District shall not be responsible for verbal interpretations offered by employees of the District who are not agents of the District's Purchasing Department. A list of all inquiries and responses will be posted online.
- 5.) The District shall issue a written addendum if substantial changes, which impact the technical submission of proposals, are required. A copy of the addenda will be posted online at our website: [www.dmschools.org](http://www.dmschools.org). The Bidder shall certify its acknowledgement of the addendum by signing the addendum and returning it with their proposal. In the event of a conflict with the original contract documents and the addenda, the addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

**C. Pricing**

- 1.) If the Bidder is awarded a contract under this solicitation, the prices proposed by the Bidder shall remain fixed and firm during the term of the solicitation review and any subsequent contract; provided, however, that the bidder may offer incentive discounts from this fixed price to the District at any time during the contractual term.
- 2.) Bidders will neither include Federal, State nor applicable local excise or sales taxes in bid prices, as the District is exempt from payment of such taxes. An exemption certificate will be provided where applicable upon request
- 3.) The Bidder, by affixing its signature to this Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations offering a bid proposal for the same services, or with the District. The Bidder also certifies their proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

**D. Bid Preparation and Submission**

- 1.) This document is a Request for Proposal (RFP). It differs from a Request for Bid in that the District is seeking a solution as described herein, not a bid meeting firm specifications for the lowest price. As defined by the American Bar Association Model Procurement Code, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the service, of which quality, references, and availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards, which measure how well a Bidder's approach meets the desired requirements and needs of the District.
- 2.) The proposal must be typed or legibly printed in ink, on the Form of Proposal supplied; use of pencil or erasable ink is not permitted. The authorized agent of the Bidder must initial all corrections made by the Bidder in ink.
- 3.) Bid proposals must contain the signature of an authorized agent of the Bidder. If the Bidder's authorized agent fails to sign the proposal, it shall be considered a non-responsive offer and shall not be considered.
- 4.) Proposals should be as thorough and detailed as possible so that DMPS may properly evaluate the Bidder's capabilities to provide the required products and services.
- 5.) Unit prices shall be provided by the Bidder on their proposal. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- 6.) The Bidder must include all information and supplemental documentation required in conjunction with this proposal. If the Bidder fails to supply any required information or documents, its proposal shall be considered non-responsive and shall not be considered
- 7.) The accuracy of the bid proposal is the sole responsibility of the Bidder. Bidder will not be allowed to make changes to their proposal after the date and time of the bid opening due to error by the Bidder.
- 8.) Information packages should not contain promotional or display materials unless specifically required in The Scope of Services section. Informational packages must address the requirements as explained to aid the evaluation. All questions posed by the RFP must be answered clearly and concisely.
- 9.) This solicitation does not commit the District to pay any cost incurred by the Bidder or any other party in preparation and / or submission of proposals or in making necessary studies or designs for the preparation thereof, nor is the District obligated to procure or contract for such product and services.
- 10.) The District reserves the right to waive any and all informalities in information packages if such waiver does not substantially change the offer or provide a competitive advantage to any bidder.

**D. Bid Preparation and Submission**

11.) To facilitate the evaluation of Bidder's proposal, Bidder is to number all pages of its proposal and provide tabs as indicated below.

- a. **Tab # 1**      **Services:** Address all areas detailed in Scope of Services
- b. **Tab # 2**      **Qualification:** Complete the vendor qualification statement
- c. **Tab # 3**      **References:** Provide references as requested
- d. **Tab # 4**      **Exceptions/Alternatives:** Detail any exception with this request.
- e. **Tab # 5**      **Form of Proposal:** Complete and sign the Form of Proposal.

**E. Conflicts of Interest**

- 1.) It shall be understood and agreed that Bid Proposals submitted are offered independently of any other proposals.
- 2.) In the event that an independent contractor or firm in conjunction with the District developed this RFP, neither this contractor, nor its principals or subsidiaries, shall be allowed to submit a proposal for this solicitation.
- 3.) In the event that this proposal request requires consulting services which may ultimately lead to the purchase of other products or services in the future, neither the selected consultant, nor its principals or subsidiaries, will be allowed to participate in the acquisition of these specific goods and services in the future
- 4.) Chapter 722 of the Code of Iowa provides that it is a felony to offer, promise or give anything of value or benefit to a person serving in a public capacity including a school district employee with intent to influence that employee's acts, opinions, judgment or exercise indiscretion with respect to the employee's duties. Section 68B.22 governs the solicitation and acceptance of gifts by public officials.

**F. Modifications or Withdrawals of Bid Proposal**

- 1.) Bids may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the bid opening. Each modification submitted to the District's Purchasing Office must have the Bidder's name and return address and the applicable proposal number and title of the bid clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the District's Purchasing Department will be considered the valid modification. All requests for bid modifications must be signed by a duly authorized agent of the submitting company
- 2.) Bids may be withdrawn prior to the time and date set for the bid openings. Such requests must be made in writing on company letterhead and signed by a duly authorized agent of the submitting company.

**G. Evaluation of Bid Proposal**

- 1.) The District reserves the right to reject any and/or all bid proposals or parts thereof, to waive informalities or irregularities in the information packages, and to enter into such contract or contracts as shall be deemed in the *best interests of the District*.
- 2.) The District reserves the right to reject proposals or parts thereof for the following reasons:
  - a. The Bidder misstates or conceals any material fact in their Proposal.
  - b. The Bidder's proposal does not strictly conform to the law or requirements of the RFP.
  - c. The bid proposal does not include documents including, but not limited to, certificates, licenses, information or specification sheets, bonds, and/or samples, which are required for submission with the bid proposal in conjunction with the General Terms and Condition or Scope of Services.
  - d. The bid has not been properly executed by signature of an authorized representative of the Bidder.
- 3.) A proposal may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the District upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the District.
- 4.) A proposal may not be accepted from, nor any contract awarded to, any person or firm, which has failed to perform faithfully any previous contract with the District, local, state or federal governmental agency for a minimum period of one (1) year after the previous contract, was terminated for cause.
- 5.) A proposal may be rejected if the Bidder is currently under suspension or debarment by any local, state or federal government, and if the Bidder cannot so certify, then it shall submit along with the proposal a written explanation of why it cannot make such certification.
- 6.) A proposal may not be accepted from, nor any contract awarded to, any person or firm, which has pending litigation against the District on the date and time that the bid opens.
- 7.) The award will be made to the Bidder that best meets the needs of the District based upon the evaluation criteria. The District is not required to award the lowest cost proposal.
- 8.) The District reserves the right to:
  - a. Reject any and all bid proposals submitted by prospective Bidders.
  - b. Re-advertise this solicitation
  - c. Postpone or cancel the bid process for this solicitation
  - d. Determine the criteria and process whereby proposals are evaluated and awarded.

## H. Selection Process

- 1.) The following criteria may be used to assist in selecting the successful contractor:
  - a. **Completeness:** Each response will be reviewed prior to the selection process for completeness and adherence to format.
  - b. **Evaluation Process:** The District will rely on its staff to formally evaluate each complete proposal. The evaluation process will objectively grade the proposal on their merit and responsiveness. The District will develop and employ a grading scale when evaluating proposals, the criteria will be the sole responsibility of the District.
- 2.) The District reserves the right to select the successful Bidder based upon the original response along with whatever other evaluation methodology the District chooses to pursue, in accordance with the District policy.
- 3.) Preliminary evaluations will be performed by the District's Purchasing and Regional Programs departments to determine if all the mandatory requirements have been met. Failure to meet the mandatory requirements may result in the proposal being rejected.
- 4.) Site visits *may* be required by District selected Bidder(s) to clarify proposals. The District will make every attempt to work with the selected Bidder(s) to schedule a date and time for each presentation agreeable to the bidder(s). Failure to accept the District's invitation for a presentation may be grounds to reject the Bidder's proposal.

## I. Award of Contract

- 1.) Contract: This acceptance of a proposal is predicated on the total dollar amount to complete the project and the District's ability to secure adequate funding. In the event adequate funding is not available the District will not award a contract. If funding is available the Board of Directors for the District shall award a contract to the successful Bidder.
- 2.) The General Terms and Conditions, The Scope of Services, the Bidder's Proposal, written letters, addenda and the Purchase Order are collectively an integral part of the contract between the District and the successful Bidder. The successful Bidder will be asked to enter into a contract with the District after the Board's approval at the conclusion of the process.
- 3.) The District shall select the Bidder which, in its opinion, has made the best proposal, (*not necessarily the lowest cost provider*) and shall award the contract to that Bidder.
- 4.) Insurance Requirements: Successful Bidder shall submit to the District certificates of insurance, prior to beginning work under this contract and no later than ten (10) days after award of the contract. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Iowa, and acceptable to the District, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the District. The certificates of insurance shall list the Des Moines Public Schools as the additional insured for the specified project as outlined in this RFP.



**I. Award of Contract**

**Insurance Requirements:**

Successful bidder must provide evidence of insurance coverage for professional liability insurance to cover all of the areas for which they are submitting a proposal. This professional liability shall be written on claims made form with a retroactive date no later than the date of their proposed contract with the Des Moines Independent Community School District. The coverage shall be written with a limit not less than \$3 million for any one claim, with an aggregate not less than \$3 million for all claims in a policy period. The successful Bidder must provide a statement saying that such coverage shall be written exclusively to cover the Des Moines contract or as an alternative guarantee that the aggregate has not already been impaired by other claims if this policy covers other activities or services for other clients. Other forms of insurance which must be maintained during the entire term of the contract and any extensions shall be of the following forms and limits:

<u>Forms</u>	<u>Limits</u>
Workers' Compensation	Statutory
Automobile Liability	\$1,000,000 Combined Single Limit
Commercial General Liability, (Including Contractual Liability & Products Completed Operations Coverage)	\$1,000,000 Combined Single Limit
Umbrella/Excess Liability	\$2,000,000

The establishment of minimum limits of insurance by the Des Moines Public Schools does not reduce or limit the liability or responsibilities of the Successful Bidder.

- 5.) Indemnification: The successful Bidder shall assume the entire responsibility and liability for any and all damages caused by or resulting from the negligent or willful unauthorized disclosure of any confidential information or the use of trademarked / patented product without the proper authorization or permission on the part of the successful Bidder, its subcontractors, agents or employees under or in connection with this contract. The successful Bidder shall also, upon written demand by the District, assume and defend, at the successful Bidder's sole expense, any and all such suits or defense of claims alleging unauthorized disclosures of confidential information or improper use of product. Any negligent or willful unauthorized disclosure of confidential information or improper use of product on the part of the successful Bidder, its subcontractors, agents or employees under or in connection with this contract shall constitute a breach of the terms of this contract. The District may proceed by appropriate court action, including seeking injunctive relief, to prevent continuing unauthorized disclosures or uses, and successful Bidder shall hold harmless and indemnify the District for court costs, litigation expenses and attorney's fees that it may pay or incur as the result of seeking to prevent or stop any and all unauthorized disclosures or improper use of product or information.

The successful bidder shall hold harmless, indemnify, and save the District, its officers, employees, and agents, from any and all liability claims, losses or damages arising or alleged to arise during the performance of the work described herein by reason of any negligent act or omission of the successful Bidder or any of its agents, employees, or representatives. The indemnity applies to either active and passive negligent acts or other conduct.

**I. Award of Contract**

**6.) Award Requirements**

- a. Successful Bidders shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, this contract including but not limited to Equal Employment Opportunity Commission (EEOC), the Occupational Safety, Health Act (OSHA), and Title I and Title II of the Americans with Disabilities Act (ADA) regulations. No Bidder shall be excluded from consideration for award in conjunction with this solicitation on the basis of race, color, creed, national origination, handicap or sex or be subjected to discrimination under any contractual award administered by the District.
- b. The Bidder shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation without prior written consent of the District.
- c. All employees of the Bidder shall be considered to be, at all times, employees of the Bidder under its sole direction and not an employee or agent of the District. The successful Bidder shall supply competent and physically capable employees in a number that is consistent with the service requirements. Where required, employees shall be licensed and accredited. The District may require the successful Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on District property is not in the best interest of the District. In accordance with the District's policy regarding the use of tobacco and alcohol products and/or illegal drugs, no employee of the successful Bidder shall be permitted to use these substances when performing work on District property.
- d. The successful Bidder shall certify that all employees employed in support of this contract who have direct contact with students, which is defined to mean being in the presence of students during regular school hours or during school-sponsored activities, have not been convicted of (i) a felony; (ii) any offense involving the sexual molestation, physical or sexual abuse or rape of a child; or (iii) a crime of moral turpitude.
- e. The Bidder will be responsible for the cost of all the equipment, accessories, labor, materials in order to the work as detailed in the Scope of Services
- f. The names of all subcontractors known, or contemplated, shall be listed. The District may approve all subcontracts.

**7.) Payment**

- a. To be eligible for payment, all labor, equipment and materials covered under successful Bidders invoice must be completed and accepted by the District. The District agrees to make payments under this contract within forty five (45) days after receipt of a correct invoice for such payment. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment.
- b. Any amounts due the District under the terms of this or any other agreement may be applied against successful Bidder's invoices with documentation for the basis of the adjustment attached. In no event shall any interest penalty or late fee accrue when payment is delayed because of disagreement between the District and successful Bidder regarding the quantity, quality, time of delivery, or other noncompliance with the contract requirements for any product or service or the accuracy or correctness of any invoice.

**I. Award of Contract**

7.) Payment

- c. Successful Bidder shall submit to the District all invoices promptly upon completion of the requirements for installation, delivery, and acceptance of the products and services required under this contract. Invoices shall not include any costs other than those identified in the executed District purchase order awarding this contract or any subsequent change orders issued by the Purchasing Department. All other costs are the Bidder's responsibility, except to the extent such charges are identified in the executed District purchase order or change orders. Successful Bidders invoices shall provide at a minimum:

- Type and description of the product or service installed, delivered and accepted; Quantity delivered; Charge for each item

- Extended total (unit costs x quantity)

- This RFP number and / or the DMPS Purchase Order number

- d. Payment terms offering a "prompt payment discount" of 20 days or greater will be considered in the evaluation of proposals. All other payment terms shall be net forty- five (45) calendar days or greater.
- e. Special Educational or Promotional Discounts: Successful Bidder shall extend any special educational or promotional sale prices or discounts immediately to the District during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

**J. Termination or Cancellation**

- 1.) In order to protect the vested interests the District, and to ensure the efficient utilization of funds, the successful Bidder shall comply with all contractual obligations contained in the General Terms and Conditions, Special Conditions and The Scope of Services. With respect to these obligations, the District will report any non-compliance issues to the successful Bidder for corrective action. Continued non-compliance by the successful Bidder shall be the District's justification for placing the Bidder's contract on probation status or termination.
- 2.) In the event that the successful Bidder defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to re-procure the products or services from the next lowest Bidder or from other sources during the remaining term of the terminated/defaulted contract.
- 3.) In the case of termination, costs shall be prorated to the date of termination and the parties shall execute a settlement agreement to specify the terms. Failure to agree on a settlement may be subject to arbitration.
- 4.) With the mutual agreement of both the contractor and the District, upon receipt and acceptance of not less than thirty days written notice, the contract may be terminated on an agreed date before the end of the contract without penalties to either party.

**J. Termination or Cancellation**

- 5.) Either party may terminate the contract because of the failure of the other party to carry out the provisions of the contract. In such case, the party terminating the contract shall give thirty days' notice of conditions endangering performance and if after notice the offending party fails to remedy the violation of the terms to the satisfaction of the other party, the contract may be terminated.
- 6.) In the event the filing of a Petition in Bankruptcy by or against the successful Bidder, the District shall have the right to terminate the contract by providing fifteen days' notice of its intentions to terminate.
- 7.) If funds anticipated for these products or services do not become available for any reason, the District shall have the right to terminate the contract without penalty by giving not less than 20 days written notice documenting the lack of funding.

**K. Severability**

If for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

**L. Bribery, Corruption and Gifts**

Chapter 722 of the Code of Iowa provides that it is a felony to offer, promise or give anything of value or benefit to a person serving in a public capacity with intent to influence that employee's acts, opinions, judgment or exercise indiscretion with respect to the employee's duties. Section 68B.22 governs the solicitation and acceptance of gifts by public officials.

**M. Disclosure of Information Content**

The laws of Iowa require that at the conclusion of the selection process the contents of the information packages be placed in the public domain and be open for inspection by interested parties. The District will treat all information submitted by a Bidder as public information. The District's release of information is governed by Iowa Code chapter 22. Bidders are encouraged to familiarize themselves with chapter 22 before submitting a Bid. Bidders are advised that the District does not wish to receive confidential or proprietary information and bidders are not to supply such information except when it is absolutely necessary. Pricing information cannot be considered confidential information. Finally, identification of the entire Bid as confidential will be deemed non-responsive and disqualify the Bidder's proposal.

**N. Disposition of Information Packages**

All Bids become the property of the District and will not be returned to the Bidder at the conclusion of the selection process; the contents of all Bids will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code Chapter 22 or other applicable laws.

**O. Audit or Examination of Contract**

Bidder agrees that any authorized auditor, the Office of Auditor of the State and where federal funds are involved, the Comptroller of the United States or a representative of the United States Government, shall have access to and a right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the bidder relating to the orders, invoices, or payment of this contract.

**P. Copyrights**

By submitting a Bid, the Bidder agrees that the District may copy the Bid for purposes of facilitating the evaluation of the Bid or to respond to requests for public records. The Bidder consents to such copying by submitting a Bid and warrants that such copying will not violate the rights of any third party. The District shall have the right to use ideas or adaptations of ideas that are presented in the Bids.

**Q. Release of Claims**

By submitting a Bid, the Bidder agrees that it will not bring any claim or cause of action against the District based on any misunderstanding concerning the information provided herein or concerning the District's failure to provide the Bidder with pertinent information as intended by this bid request.



#### IV. SCOPE OF SERVICES

##### Contract Period:

The initial contract period will be for one (1) year August 1 2014 to July 31, 2015 with the option to renew the contract annually. The District reserves the option to renew the contract with the successful Bidder for up to four additional years. The amount of the contract for the second through the fifth year shall be negotiated at the close of each preceding year. The renewal option may not be exercised if it is not in the District's best interest.

##### General:

The purpose of this RFP is to evaluate and select licensed athletic trainer provider(s) having the experience and qualifications to provide services to the District's student athletes and staff located at five (5) high schools and ten (10) middle schools throughout the city. The District intends to award this service to more than one provider, but reserves the right to issue a single award, whichever is in the best interest of the District. The District's annual expenditure for such services ranges from \$50,000 - \$65,000.00 annually. This is only an estimate and the District makes no guarantee of future expenditures or volume of business activity. The services detailed in the exhibits are merely an example of services the individual sites may require and are intended to be used as means to evaluate proposals. The successful Bidder(s) will be required to work with the individual sites to work out their own schedule for the required services.

##### Required Services:

In order to be considered the Bidder must be able to provide the following services.

- 1.) Service will include evaluation and treatment of injuries sustained by the District students during school athletic events and practices, the application of first aid and recommendation for exercise or physical measures for minor injuries.
- 2.) All services shall comply with Iowa High School Athletic Association (IHSAA) rules for student participation, including but not limited to, concussion testing, hydration testing, heat advisory requirements and shall comply with the best practices for the Athletic training industry and shall not violate the guidelines set forth by the National Athletic Trainers Association (NATA) or the laws of Iowa regulating the industry.
- 3.) The Trainer will report directly to the school Activities Director and in their absence the school Administrator.
- 4.) Provide onsite coverage for daily athletic practices officially sponsored by the high or middle school, beginning August 1, 2014 and completing in July 2015. (Schedules to be provided by the individual school) The Trainer will be available for all varsity football participation. Summer sport practices will be handled on an "as needed" basis. Cheerleading, Dance Team, and Performing Arts will also be handled on an "as needed" basis as directed by the school.

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### Required Services:

- 5.) Trainer will be required to provide service for any other athletic practice or sporting event if they are already physically onsite at another practice or sporting event.
- 6.) Trainer will be responsible for the training facility while present, including opening and closing. The Trainer will also advise the school of inventory status and the requisitioning of supplies, (i.e. tape, pre-wrap, etc.), including the inspection and inventory of all team medical kits prior to the beginning of each sports season.
- 7.) The Trainer will be responsible for the accurate record keeping of all athletic injuries reported by student athletes occurring during school practices and events, as well as, the rehabilitation procedures administered by the Trainer.
- 8.) The Trainer will be responsible for the preparation and submission of reports detailing all athletic injuries sustained by students during school events when requested by the school's nursing or administration offices.
- 9.) The Trainer would provide coordination between an injured athlete, coaching staff, and team or family physician.
- 10.) The Trainer will be responsible for providing cell phone contact information to all school administration, coaching, and support staff, in order to avoid lapses in coverage at scheduled practices and events and / or to provide general information to District personnel, athletes and parents at all times.
- 11.) The Trainer will be expected to arrive at the school (or designated practice event site) at least fifteen (15) minutes before the end of the school day to prepare for the pre-practice needs of the athletes or coaching. After hours practice coverage last approximately 3-4 hours each day and is adjusted based on the varsity practice and game schedules.
- 12.) The Trainer will be expected to develop and communicate a schedule of coverage indicating training room times, practice and event coverage each month and disseminate the information to the schools Activities Director, current season coaching staff, and all interested District personnel. This schedule will be adjusted based upon communication with the individual affected by the Trainers coverage. Finally, this information will be posted in the training room with the Trainer's contact information as well as their direct report's contact information.
- 13.) Practice coverage during school breaks, holidays or inclement weather school closings will be communicated as indicated above and will focus on varsity level practice periods. All other levels practicing will have the Trainers contact information and access to first aid supplies.
- 14.) The Trainer may leave the school on practice days once the planned schedule is complete for the day or if practice schedules finish early. The Trainer is to communicate with all practicing coaches prior to leaving the school for the day per the planned schedule. (I.E. other sports practicing late during the winter season)

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### **Required Services:**

- 15.) The Trainer will be responsible to provide emergency information, training and first aid supply kits to all coaches at all levels to provide care in the event the Trainer is not physically present at the time of the injury.
- 16.) In the event the Trainer requires an “unexpected” time off, i.e. illness, bereavement, etc. then the Trainer must communicate with the schools Activities Director and work with their organization to secure adequate licensed replacement for the planned practice / event.
- 17.) The Awardee must produce background screening documentation for all athletic trainers providing service to the District.

### **Duties & Responsibilities of School:**

- 1.) Provide a space (training room) for performance of Athletic Training services and to allow for supplies and equipment to be stored securely.
- 2.) The School will receive from the Trainer an outlined medical supply inventory with an attached list of items needing to be ordered. This list is to be reviewed and approved by the School AD prior to purchase.
- 3.) The District will seek bids and order supplies accordingly
- 4.) The School will allow the service provider to advertise their services on District property however this advertisement must not be of a permanent nature and cannot feature the District as a “partner” or any means indicate that the District is recommending the service. All requests for advertising must be approved by District Administration.
- 5.) The School AD or their department personnel and coaches are to keep the Trainer updated regarding event schedule changes as soon as possible.
- 6.) The School AD or their department personnel are to provide the Trainer with a calendar of events at least two (2) months prior to the start of the next athletic season.
- 7.) The School’s Administration will allow the Trainer access to any / all athlete physical information collected by the School in order to provide medical history allowing for the proper care of the athlete, including but not limited to: family contact information to allow for the adequate communications regarding the health of the athlete especially in emergency situations.
- 8.) The School’s Administration will work with the Trainer in collaborating in the health care needs of the student athlete, including but not limited to, allowing access to any / all athlete physical information collected by the School in order to provide a medical history of the athlete.



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- 9.) The School's Administration will provide the Trainer access to any / all necessary gates, doors, entrances, and exits via keys, code or badges for practices or events to any / all areas of the complex as deemed necessary by the Administration and the Trainer.
  
- 10.)The School's Administration will not knowingly allow participation by any athlete without current sports physical information and state concussion law information on file with the School



**V. COMPANY QUALIFICATIONS**

**Executive Summary:** Please include an executive summary detailing your understanding of the requirements for this requests, as well as a brief (one – two paragraphs) outline on how your services will address those requirements.

**Contact Information**

Please complete these sections below indicate the structure of your organization, its ability to conduct business in the State of Iowa, as well as provide the financial and insurance information requested.

RFP Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Firm: \_\_\_\_\_ Check One \_\_\_\_\_ Corporation

Address: \_\_\_\_\_ \_\_\_\_\_ Partnership

\_\_\_\_\_ \_\_\_\_\_ Individual

\_\_\_\_\_ \_\_\_\_\_ Joint Venture

Phone: \_\_\_\_\_ \_\_\_\_\_ Other

Fax: \_\_\_\_\_

Years in business: \_\_\_\_\_ Years the organization has been under its present name: \_\_\_\_\_

Former names used by your organizations: \_\_\_\_\_

**Corporations:**

Date of incorporation: \_\_\_\_\_ State of incorporation: \_\_\_\_\_

President's Name: \_\_\_\_\_

Vice President's Name: \_\_\_\_\_

Secretary's Name: \_\_\_\_\_

Treasurer's Name: \_\_\_\_\_

**Individuals / Partnerships:**

Date of organization: \_\_\_\_\_

Names and Addresses of all individuals and partners: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RFP6979 Athletic Trainer Services**

**Qualified States & Business:**

Is your company qualified to do business in Iowa? \_\_\_\_\_

If yes, what is your Contractor Registration Number? \_\_\_\_\_

List the states in which partnership or trade name is filed: \_\_\_\_\_

**Organizational Structure & Personnel:**

Provide an organizational chart indicating the individuals or positions that would work on and have knowledge of the project with the District. Provide the resumes of the key individuals of your organization who will managerially oversee and directly work this account, include their professional qualifications and ability to perform the required services as well as the numbers of years' experience providing the required service.

**Questionnaire:**

What is the primary scope of your organization's operation (What areas does your company excel)? \_\_\_\_\_

Indicate the total number of years your firm has provided the requested services \_\_\_\_\_

**Detail:**

Detail your organizations current contracts with public entities that have the same characteristics and complexities as the DMPS *(The names of the entities are not required at this point however we reserve the right to contact the organizations during our evaluation process)* \_\_\_\_\_

Detail any / all judgments, pending, or expected litigation or other real or potential financial reversals that might materially affect the viability or stability of the proposing organization or warrant that no such conditions exist. \_\_\_\_\_

Provide information about the organizations policies, practices, and standards for maintaining the confidentiality and integrity of the client's data, and information. \_\_\_\_\_

Provide information on how the organizations regarding dispute resolution \_\_\_\_\_

**RFP6979 Athletic Trainer Services**

**Insurance:**

List the name, address and contact of the organization's insurance agent(s):

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**Financial Information:**

List the name, address and contact of your organizations bank(s) or your D&B #:

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*The District may, at any time, investigate a bidder's ability to perform the work. The District may ask for additional information about a company and its work on previous contracts. Please be aware that the District may use sources of information not supplied by the bidder concerning the abilities to perform this work. Such sources may include, for instance, current or past customers of the organization; current or past suppliers; articles from communications and related publications; articles from other published sources such as industry newsletters or from non-published sources made available to the District.*



**VI. REFERENCES**

Provide a listing of at least three (3) references for which the company has provided similar services within the last five (5) years, and whose complexities are similar to those presented in this proposal:

Customer name: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Contact name: \_\_\_\_\_

Contact title: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Customer name: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Contact name: \_\_\_\_\_

Contact title: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Customer name: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Contact name: \_\_\_\_\_

Contact title: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail address: \_\_\_\_\_





**VIII. FORM OF PROPOSAL**

*Based upon the Scope of Services as well as example detailed in Exhibit B, please indicate your costs to perform the required services. Your proposal shall clearly state all of the costs associated with the service requested. No other costs post award will be accepted:*

**Cost of Athletic Training Service:**

High School \$ \_\_\_\_\_/ Year

Middle School \$ \_\_\_\_\_/ Year

Cost per hour for additional trainer if required \$ \_\_\_\_\_/ Hour

List any / all complimentary services included with your cost proposal

- 1.) \_\_\_\_\_
- 2.) \_\_\_\_\_
- 3.) \_\_\_\_\_
- 4.) \_\_\_\_\_
- 5.) \_\_\_\_\_

Company Name: \_\_\_\_\_

Street Address \_\_\_\_\_

City / State/ Zip \_\_\_\_\_

Contact Phone Number \_\_\_\_\_

Contact Fax Number \_\_\_\_\_

Contact Email Address \_\_\_\_\_

Authorized Representative Signature \_\_\_\_\_

Representative Name (print) \_\_\_\_\_

*THIS FORM AND EACH ADDITIONAL FORM OF PROPOSAL, IF ANY, MUST BE SIGNED. BY SIGNING THIS DOCUMENT THE BIDDER UNDERSTANDS AND AGREES TO COMPLY WITH ALL PROVISIONS AND REQUIREMENTS AS DETAIL IN THIS REQUEST FOR PROPOSAL, UNLESS NOTED IN THE EXCEPTIONS TAB. THEY AGREE TO PROVIDE ALL SERVICES AS DEFINED IN THE SCOPE OF SERVICES AND THE TERMS AND CONDITIONS AS SPECIFIED IN THIS DOCUMENT. BIDDER AGREES TO COMPLY WITH ALL LOCAL, STATE AND FEDERAL LAWS. THE BIDDER ASSURES TO THE BEST OF THEIR ABILITY THAT ALL INFORMATION SUBMITTED IS ACCURATE AND WAS SUBMITTED WITHOUT COLLUSION WITH ANOTHER PARTY. BY SIGNING THIS PROPOSAL THE SIGNATORY CERTIFIES LEGAL AUTHORITY TO BIND THE PROPOSING ENTITY TO THE PROVISIONS OF THIS PROPOSAL AND ANY CONTRACT AWARD PURSUANT TO IT. BY SIGNING THIS DOCUMENT, THE BIDDER DECLARES THERE ARE NO CONFLICTS OF INTEREST BETWEEN THE BIDDER AND THE DISTRICT. FURTHERMORE THE BIDDER CERTIFIES THAT NEITHER THEY NOR THEIR SUBCONTRACTORS HAVE EVER BEEN DISBARRED BY ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL AGENCY.*



**IX. ATTACHMENTS**

Exhibit A

**Offender Acknowledgement**

\_\_\_\_\_ (“Bidder’s Company Name”) is providing services to the Des Moines Public School District (“District”) as a vendor, supplier, contractor or subcontractor and/or is operating or managing the operations of a vendor, supplier or contractor. The services provided by the Company may involve the presence of the Company’s employees upon the real property of the schools of the District.

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor or supplier of services or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Dated: \_\_\_\_\_

\_\_\_\_\_ [Company’s Name]

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



Exhibit B  
**Game & Event Coverage**

<b>Sport</b>	<b>Home</b>	<b>Away</b>	<b>Notes</b>
Varsity Football	Covered	Covered	
FR/SO/JV Football	Covered	Not Covered*	*Covered if played prior to Varsity game and per pre-game needs of varsity team
Friday Football	Covered	Covered*	*If played prior to Varsity game and per pre-game needs of varsity team
Varsity Volleyball	Covered	Not Covered	
FR/JV Volleyball	Covered*	Not Covered	*Covered once football practice needs are complete and coverage of home tournaments and per the request of the coach or Activities Director (AD)
Cross Country	Covered*	Not Covered	*Covered based on schedule plan developed by AD, Football, Cross Country coaches and the Trainer
Varsity Basketball	Covered	Not Covered	
SO/JV Basketball	Covered*	Not Covered	*Covered if games are played prior to varsity home games on the same date.
JV/Varsity Wrestling	Covered	Not Covered	
JV/Varsity Track	Covered	Not Covered	
Varsity Soccer	Covered	Not Covered	
FR/JV Soccer	Covered*	Not Covered	*Covered if games are played prior to varsity home games on the same date.
Baseball	Covered*	Not Covered	*Covered with Trainer rotating between softball and baseball as most games played on same date and times
FR/JV/SO Baseball	Covered*	Not Covered	*Covered if played immediately before home varsity baseball games.
Softball	Covered*	Not Covered	*Covered with Trainer rotating between softball and baseball as most games played on same date and times
FR/JV/SO Softball	Covered*	Not Covered	*Covered if played immediately before home varsity softball games.
Swimming	Not Covered*	Not Covered	*Unless coverage is sought and scheduled. Coverage if no conflict with football, basketball, wrestling, or other on-campus events / practices.
Golf	Not Covered	Not Covered	Any medical need for this sport – will contact the Trainer or stop by training room after the school day.
Tennis	Not Covered	Not Covered	Any medical need for this sport – will contact the Trainer or stop by training room after the school day.
Middle School Football	Covered*	Not Covered	*Coverage of MS full contact (pad) football games if desired by AD and if no conflict with high school practice or game coverage.
Middle School Wrestling	Covered*	Not Covered	*Coverage of wrestling matches as directed by AD
Middle School Track & Field	Covered	Not Covered	*Coverage of wrestling matches as directed by AD

**RFP6979 Athletic Trainer Services**

Middle School Soccer	Covered*	Not Covered	* Coverage of soccer matches as directed by AD
Cheerleading, Dance Team, Performing Arts	Covered*	Not Covered	*Event coverage made <u>possible</u> with communication and review of schedule and availability based athletic team needs

Exhibit B  
Game & Event Coverage

**Post Season / State Tournament**

<b>Sport</b>	<b>Home</b>	<b>Away</b>	<b>Notes</b>
Varsity Football	Covered	Covered	
Varsity Volleyball	Covered	Covered*	*Covered if game played in metro area and is not a conflict with other coverage needs at the School's practice or games
Cross Country	Covered*	Not Covered	*Covered if school is hosting for district/playoff event and if not a conflict with other coverage needs at the Schools practice or games
Varsity Basketball	Covered	Covered*	*Covered if game played in metro area and is not a conflict with other coverage needs at the School's practice or games
Varsity Wrestling	Covered	Not Covered	
Varsity Track	Covered	Not Covered	
Varsity Soccer	Covered	Covered*	*Covered if game played in metro area and is not a conflict with other coverage needs at the School's practice or games
Baseball	Covered	Covered*	*Covered if game played in metro area and is not a conflict with other coverage needs at the School's practice or games
Softball	Covered	Covered*	*Covered if game played in metro area and is not a conflict with other coverage needs at the School's practice or games
Swimming	Covered*	Not Covered	*Covered if requested by AD and if not a conflict with other coverage needs at the School
Golf	Not Covered*	Not Covered	*Not covered unless the School hosts playoff event they seek to have covered
Tennis	Not Covered*	Not Covered	*Not covered unless the School hosts playoff event they seek to have covered

Training services to provide medical coverage for play off / tournament events hosted by the School where the Schools teams may or may not be participating. The Trainer to act as liaison between the School and teams playing for any needed medical assistance or to assist visiting team medical personnel as needed. School events / practices will be covered as a priority if they occur at the same time as the play off or tournament event.