

BRISTOL WARREN REGIONAL SCHOOL DISTRICT 151 State Street Bristol, Rhode Island 02809

Public Bid #15-7-16-21

Athletic Trainer Services High School/Middle School Athletics Location: MHHS

Separate sealed bids will be received by the Bristol Warren Regional School District (BWRSD) for Athletic Trainer Services on or before **11:00 a.m.** on **July 29, 2021**, at the Oliver Administration Office, 151 State Street, Bristol, Rhode Island. At that time, bids will be opened and read in public. The bid opening will be live streamed via the BWRSD's YouTube Channel at

https://www.voutube.com/channel/UCMfoo1G 4iBMUOuP2VIv4xw.

This RFP may be obtained on the BWRSD's website on the Business & Finance Department's Bid page located at the following link: https://www.bwrsd.org/Page/2880.

General Bid Schedule

RFP Released
Bidder Walkthrough
Bidder Questions and Clarifications Ends
Bids Due Back
Bid Opening

July 16, 2021
July 26, 2021 11:00 a.m.
July 26, 2021 4:00pm
July 29, 2021 11:00 am
July 29, 2021 11:00 am

All bids must be submitted on the bid form provided, (3) three copies, and clearly marked:

Sealed Bid

Athletic Training Services

Bids must be enclosed in an opaque envelope addressed to BWRSD, Oliver Administration Building, SEALED BID-Athletic Training Services, 151 State Street, Bristol, RI 02809 bearing the name and address of the bidder.

The BWRSD reserves the right to reject any/all bids, waive any informalities in the bids received and to accept and award the bid to the lowest qualified bid deemed most favorable to the interest of the BWRSD.

All questions should be submitted to the Administrative Office by email to christy.belisle@bwrsd.org no later than **July 26, 2021 at 4:00 p.m.**

STANDARD INSTRUCTIONS TO BIDDERS BRISTOL WARREN REGIONAL SCHOOL DISTRICT

The following instructions are standards for all proposals submitted:

1. Receipt and Opening of Proposal

Sealed proposals (bids) will be accepted in the Administrative Office, 151 State Street, Bristol, RI 02809 until the time indicated on the advertisement for Bids, for the commodities, equipment, and/or services designated in the specifications and will then be virtually opened and read.

2. Form of Bid

Proposal must be submitted on and in accordance with the forms attached hereto, blank places must be filled in as noted, no change shall be made in the phraseology of the proposal or in the item or items mentioned therein, must contain the name and proper address of the bidding firm, and must be signed by a responsible member of the firm with his/her signature and official title. Proposals that are not complete, or contain any omissions, erasures, alterations, additions and/or contain irregularities of any kind, may be rejected.

3. <u>Submission of Bids</u>

- a. Envelopes containing bids must be sealed and addressed to Bristol Warren Regional School District, Administrative Offices, SEALED BID-Athletic Training Services, 151 State Street, Bristol, RI 02809 and must be marked with the name and address of bidder, date and hour of opening, and name of bid.
- b. The BWRSD will decide when the specified time has arrived to virtually open bids, and no bid received thereafter will be considered.
- c. Any bidder may withdraw his/her bid by written request at any time prior to the advertised time for opening. Telephonic bids, amendments, or withdrawals will not be accepted.
- d. Unless otherwise specified, no bid may be withdrawn for a period of ninety (90) days from the date of bid opening.
- e. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
- f. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.

4. <u>Prices</u>

Bidders shall state the proposed price in the manner as designated in the Bid Proposal Form. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

5. Rhode Island Sales Tax

The BWRSD is exempt from the payment of R.I. Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 (1), as amended.

6. Federal Excise Taxes

The BWRSD is exempt from the payment of any excise or federal transportation taxes. The price bid must be exclusive of taxes and will be so construed.

7. Equal Employment Opportunity Policy Statement

For the purposes of this Policy, the term "vendor" shall mean any and all individuals, companies, corporations, and business entities that provide goods or services to the BWRSD pursuant to any and all relevant and appropriate Federal, State, and local purchasing rules, regulations, and procedures.

The BWRSD is committed to the general policy and principle of Equal Employment Opportunity in terms of retaining vendors to provide the District with goods and services necessary for routine and emergency operations. The BWRSD shall not discriminate against vendors as entities, or individual employees thereof on any legally recognized basis included, but not limited to, race, age, color, religion, gender, gender identification, marital status, national origin, physical or mental disability, Veteran's status, pregnancy, sexual orientation, genetic conditions, predisposition to certain diseases, or ancestry, except where a bona fide occupational qualification exists.

8. Schools Right to Reject

The BWRSD reserves the right to reject any and all proposals, to waive any informality in the proposals received and to accept the proposal deemed to be most favorable to the best interests of the BWRSD.

9. <u>Labor Regulations</u>

- a. The Contract for Work under this proposal will obligate the contractor and subcontractors not to discriminate in employment practices and conform with the Affirmative Action Plan pursuant to Executive Order No. 11246.
- b. Bidders must, if required, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive award of the Contract.
- c. Successful bidders must, if required, submit a list of all subcontractors who will perform Work on the Project, and written signed statements from authorized agents of labor pools with which they will or may deal with for employees on the Work, together with any information to the effect that such labor pools practices or policies are in conformity with Executive Order No. 11246

10. Payment

Vendor shall submit monthly invoices for payment to the BWRSD. The Invoices shall include: Dates of service, scope of work and hours worked
The District will promptly pay within two weeks of receiving Invoices. Payments will be made via check. W-9 required for processing

11. Termination of Contract

Following implementation, should the Superintendent and/or Chief Financial Officer find that the

firm has failed in any material respect to perform its agreed upon obligations under the contract, the contract shall be canceled by the BWRSD as being in the best interest of the BWRSD. In the event of termination of this contract as a result of breach by the contractor, the BWRSD shall not be liable for any fees and may, as its sole option, award a contract for the same services to another qualified firm or call for new proposals. The contractor shall be responsible for consequential damages as a result of its breach, including, but not limited to, extra costs required under the new contract for similar services.

12. Period of Performance

The period of performance for this contract shall be 36 months. Starting after August 1, 2021.

13. <u>Indemnification and Insurance</u>

The vendor selected shall indemnify and save the BWRSD harmless from liability in any manner of claims, lawsuits and damages for any type of losses, including the loss of life, due to its work or operations on BWRSD property, in carrying out and completing the full scope of services under this agreement.

The vendor shall meet the insurance and indemnification requirements as prescribed in the Insurance Appendix A Insurance- Exhibit Professional Contracts.

14. Collusion

Any act or acts of misrepresentation of collusion shall be a basis for disqualification of any proposal or proposals submitted by such persons guilty of said misrepresentation or collusion. In the event that the BWRSD enters into a contract with any proposer who is guilty of misrepresentation or collusion and such conduct is discovered after the execution of said contract, the BWRSD may cancel said contract without incurring liability, penalty, or damages.

SPECIFICATIONS Bristol Warren Regional School District

Athletic Trainer Services

1. SCOPE of Work

The work to be done under this contract consists of Athletic Training Services and strength and conditioning work that includes oversight of High school Athletics medical needs and consulting on occasion with middle school parents and players for safe play and return to play procedures. All to be administered at Mt. Hope High School.

A **mandatory** pre-bid walkthrough (2021) is to be held on July 26, 2021 at 11:00 a.m. at Mt. Hope High School, 199 Chestnut Street, Bristol Rhode Island 02809.

The successful bidder under this contract will assume full responsibility and costs involved in the hiring of any and all subcontractors necessary to the full completion of the work involved.

The selection of the successful bidder will be based on the following criteria:

- Current NATABOC certification
- Licensed by the State of Rhode Island
- Current First Aid and CPR certification
- Prior Experience in the following areas:
 - o Providing on-site emergency care
 - o Evaluate and treat athletic injuries
 - o Planning preseason workouts
 - o Fit athletic equipment
- Must be able to communicate with coaching staff, school officials, parents and physicians
- Experience in maintaining records for athletic injuries and athletic training facility equipment and supplies
- Experience in reviewing pre-participation physicals and insurance documents
- Experience in working under the direction of the school physician and athletic director
- Experience in working with similar organizations
- Cost of services
- Provide a list of all names that will be considered for an assignment under this contract with up-to-date resume for each person
- Evidence of Workers Compensation Insurance

All bidders will be investigated as to organization, ability to perform and experience. In order to more easily evaluate the capabilities of the bidder in respect to the above, bidders must furnish the following information in this bid:

1.	How long in this type of business?
2.	Name similar contracts you have been and are presently engaged in.

2. INTENT

The work to be performed for this specification shall fluctuate with each sports season. It is the desire of the Athletics department that one AT is assigned for the majority of the school year to build relationships with the coaching staff and student-athletes.

3. SUBSTITUTION & ADDITIONAL STAFF

After the contract has been awarded, should this contractor desire to substitute another make changes/game day additions to the AT personnel or other contractual agreements please apply in writing to the Director of Athletics, Bristol Warren Regional School District, for such permission and state the reason for requesting the substitution or addition. The acceptance of any substitution or addition shall in no way relieve this contractor of any of his responsibilities for meeting all of the requirements of the specification and shall not prevent subsequent rejection of such personnel. Additional staff will be considered when we have multiple collision sports happening onsite at the same time.

4. COORDINATION

This contractor shall keep himself fully informed as to all phases of work progress and shall make arrangements with necessary sub-contractors sufficiently in advance of work so that work will progress without delay. He shall also furnish any and all materials needed by sub-contractors that are not normally part of their responsibilities.

5. **SUPERVISION**

This contracted worker shall report to the Director of Athletics and the Athletic Training Specialists servicing the contract.

6. PROTECTION

This contractor shall at all times protect his work and materials from injury and loss by others. Such loss or injury occurring shall be made good without expense to the Bristol Warren Regional School District.

7. GENERAL

This is not a service in which the award will be based solely on the lowest price. The selection of the successful bidder will be based on best meeting the needs of the high school student-athlete community as defined above.

QUESTIONS:

Questions about this RFP may be directed by email to Christy Belisle at christy.belisle@bwrsd.org no later than **July 26**, **2021**, **at 4:00 pm**. All information given by the District except by written addenda shall be

informal and shall not be binding upon the District nor shall it furnish a basis for legal action by any Proposer or prospective Proposer against the District.

RFP CALENDAR:

- 1. **July 16, 2021**: The District advertises and distributes the Request for Proposal to all interested firms.
- 2. **July 29, 2021: Proposals due by 11:00 am.** Proposals must be signed by an authorized member of the consulting firm, and the name, address, and telephone number of a representative qualified to answer questions during the review process, must be included.

Three (3) copies of the proposal must be submitted to:

HAND DELIVERY or U.S. POSTAL SERVICE

Bristol Warren Regional School District SEALED BID-Athletic Training Services 151 State Street Bristol, RI 02809

Proposals or amendments to proposals received later than the time and date specified will not be considered. No proposal may be withdrawn within 90 days after the submission due date.

- 3. The District reserves the right to reject any and all proposals, to waive any and all informalities, defects or immaterial irregularities, and to request further clarification.
- 4. It is anticipated that the award of the contract will be made as soon as possible. Work shall be scheduled to commence after **August 1, 2021 by agreement of both parties**.

BID FORM

Athletic Trainer Services

The undersigned, having familiarized themselves with all local conditions affecting the cost of work, and having examined all applicable Bidding Documents herein, and herein referenced, including, but not limited to, all addenda issued thereto, hereby propose to furnish all labor, material, equipment, applicable taxes and services required for proper completion of each of the following categories of this project for the sum of:

Please complete the information below as concisely as possible.

If you wish to provide additional information, please attach and reference location of additional information.

General Information	
Legal Name	
Street Address	
City / State / Zip	
Telephone	
E-Mail Address	
Primary Contact Name Contact Information	
Confirm, by your signature, that your organization agrees to abide by the Submission Requirements.	Signature
	Title

FEE INFORMATION

Contractor/Vendor:					
 Provide a Time and Mat year 1. 	terial rate schedule for a	all service w	ork provided ou	utside the cont	ract during
Itemized pricing Year 1:					
Mt. Hope High School	\$	_			
Kickemuit Middle School	\$	_			
To	otal year 1 charge				
Contractor/Vendor:					
Provide a Time and Mat year 2.	terial rate schedule for	all service w	ork provided ou	utside the cont	ract during
Itemized pricing Year 2:					
Mt. Hope High School	\$	_			
Kickemuit Middle School	\$	_			
To	otal year 2 charge				

Provide a Time and M year 3.	erial rate schedule for all service work provided outside the contract duri	ng
Itemized pricing Year 3:		
Mt. Hope High School	\$	
Kickemuit Middle School	\$	
	otal year 3 charge	

If awarded the contract, the undersigned agrees to commence **after August 1,2021 by mutual agreement of both parties**. And after issuance of a Purchase Order form, which shall be considered the Notice to Proceed,

Bidder takes no exception to terms, conditions, specifications and/or any other requirements herein unless expressly noted, and in writing to the Owner prior to the Bid

In submitting this bid, it is understood that the Owner reserves the right to reject any or all bids. It is further agreed that this bid is binding for a period of Ninety (90) days from the opening thereof.

Appendix A

Contractor/Vendor:

INSURANCE EXHIBIT- PROFESSIONAL CONTRACTS

The professional individual or firm shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage for property which may arise from or in connection with the performance of the contractor's work by the individual firm, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's bid.

For the purpose of this clause: the term "professional individual or firm" and "contractor" shall also include their respective agents, representatives, employees or subcontractors; the term "Bristol Warren Regional School District" or "District" shall include their respective officers, employees, volunteers, boards, and commissions.

Additional forms of insurance may be necessary based upon the specific work performed by the contractor. When additional forms of insurance are required, the minimum amount of such coverages and the terms thereof shall be determined by the District and Superintendent and/or Chief Financial Officer and shall be stated, as well as a description of the types of additional coverage required, in an addendum to this exhibit.

Minimum Insurance Coverage Required

- 1. Broad form comprehensive general liability, occurrence form.
- 2. Workers' Compensation: limits as required by the State of Rhode Island.
- 3. Employer's liability, occurrence form.

Minimum Limits of Insurance

- 1. Comprehensive general liability: \$1,000,000 combined single limits per occurrence for bodily injury, personal injury, property damage, and products/completed operations.
- 2. Workers' Compensation: limits as required by the State of Rhode Island.
- 3. Employer's liability: limits of \$1,000,000 per occurrence.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Notice of Cancellation or Non-Renewal

Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, has been given to the District.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- 1. Comprehensive General Liability Coverage:
- a. The District and their respective officers, agents, officials, employee volunteers, Boards and commissions are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased or used by the contractor. The coverage shall contain to no special limitations on the scope of protection afforded to the District.
- b. The contractor's insurance coverage shall be the primary insurance with respect to the District. Any insurance or self-insurance maintained by the District shall be in excess of the contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District.
- d. Coverage shall state that the contractor insurance shall apply separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 2. The insurer shall agree to waive all rights of subrogation against the District for losses arising from the work performed by the contractor for the District.

Acceptability of Insurers

- 1. Insurance is to be placed with insurers with a Best rating of no less than A: VII.
- 2. Insurance companies must either be licensed to do business in the State of Rhode Island, or otherwise deemed acceptable by the District, Superintendent and/or the Chief Financial Officer.

Verification of Coverage

The contractor shall furnish the District with certificates of insurance affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the District before work commences. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The District reserves the right to require complete, certified copies of all required policies, at any time.