



**KANSAS CITY KANSAS PUBLIC SCHOOLS
USD 500**

BID TITLE: ATHLETIC TRAINER SERVICES

BID Number: 17-003

Issue Date: March 24, 2017

Kansas City Kansas, Public Schools will receive sealed proposals at the Purchasing Office, 2010 N. 59th Street, Room 370, Kansas City, KS 66104 until **2:00 PM., April 14, 2017**, at which time proposals received will be publicly opened and read, all in accordance with bid instructions, specifications and/or terms and conditions attached hereto or as shown below.

Contact/Technical Contact: Robert Young, Executive Director of Business | (913) 279-2270 | email: bob.young@kckps.org

PROPOSAL INSTRUCTIONS:

FAXED BIDS WILL NOT BE ACCEPTED / EMAILED BIDS WILL NOT BE ACCEPTED.

Per attached specifications listed in this request for proposals.

- Pricing shall be FOB Kansas City, KS (freight, fuel, transportation expenses included).
- Award will be to ONE contractor.
- The District reserves the right to reject any or all proposals, to waive any informalities, irregularities or technical defects in proposals, and unless otherwise specified by the District to accept any item or groups of items in the proposal, as may be in the best interest of the District.
- The District reserves the right to not award a line item where budgetary limitations will not permit an expenditure.
- Time (days, weeks, etc.) required for delivery is a significant consideration with respect to this award process. The time required for delivery must be indicated in the space provided or your proposal may be found non-responsive and may not be considered.
- Responses may not be considered if a service charge, minimum dollar or minimum quantity order is applied.
- The outcome of this solicitation will be posted on the Kansas City Kansas Public Schools Purchasing site: www.kckps.org/purchasing under Awards Section and will include a bid tabulation/summary.
- Respondents shall acknowledge all addenda for this bid and include the form acknowledgements with their bid.

See Attachment B for Additional Terms & Conditions

1. INTRODUCTION

Kansas City Kansas Public Schools (“District”) is currently soliciting proposals for Athletic Trainer Services. The purpose of this solicitation is to produce a clear and concise detailing of the services required for support of the District’s student athletes in their participation in interscholastic sports. There will be on Pre-Bid Conference for this proposal.

2. BACKGROUND

The Kansas City Kansas Public Schools (District) is located in Kansas City, Kansas, and employees approximately 3,800 teachers and staff. The District has sixty-one sites which include K-12 education, special education, operations and administration offices. Student enrollment is approximately 22,000 students. There are five (5) high schools and eight (8) middle schools which support various athletic opportunities for the District’s students.

3. GENERAL TERMS AND CONDITIONS

A. General

- 1) Bidders shall make all investigations necessary to thoroughly inform themselves regarding the delivery of services, materials and equipment as required by the solicitation. No claim 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.
- 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 Wyandotte County, Kansas. 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 in response to 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.

B. Clarification and Modifications

- 1) Where there appears to be variances or conflicts between the General Terms and Conditions and the Scope of Work outlined in this Bid solicitation, the Scope of Work shall prevail.
- 2) The apparent silence or omissions within this Bid solicitation regarding a detailed

description of the materials and services to be provided shall be interpreted to mean that only the generally accepted 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 specifications, the Bidder must submit a written request for clarification to the District's Executive Director of Business at bob.young@kckps.org.

4.) The Director of Purchasing 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.

5.) The District shall issue a written addendum for changes, which impact the technical submission of Proposals or scheduling of the solicitation, are required. A copy of the addenda will be posted online at our website:

<http://www.kckps.org/index/php/request-for-proposal>. 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 solicitation documents, addenda shall govern 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 Bid 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 items, 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. 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. Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, 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 will a proposer'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. 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 Bid Proposal, it shall be considered a non-responsive offer and shall not be considered.
- 4) Bidders are requested to submit a signed original, as well as one hard and one electronic copy. In addition to other requirements of this RFP, the proposal shall contain a cover letter and a completed Form of Proposal
- 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 Bid. 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 Request for Proposal 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 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.
- 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 Cover Letter: Introduction and general information
 - b. Tab # 2 Experiences: Detail the experience your firm has with other public entities with the same complexities as those present with the District, include the resumes of the project lead and team members. (Complete the form below and provide supporting information here)
 - c. Tab # 3 References: Provide references of the last three asset reviews conducted by your firm for other public entities. (Complete the form below and provide supporting information here)
 - d. Tab # 4 Services: The completed section from The Scope of Work

- e. Tab # 5 Exceptions/Alternatives: Detail any exception with this request
- f. Tab # 6 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 goods 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

F. Modifications or Withdrawals of Bid Proposal

- a 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 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 The System Requirements.
 - 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, 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.
 - c. Evaluation Criteria: The District will develop and employ a grading scale when evaluating proposals based on experience and familiarity with public entities, the ability of the bidder's services to meet the District's demands, approach, references from past customers, and cost.
- 2) The District reserves the right to select the successful contractor based upon the original response along with whatever other evaluation methodology the District chooses to pursue.
- 3) Preliminary evaluations will be performed by the District's Purchasing and Business 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) Oral and site visits maybe required to clarify proposals. The District will make every attempt to work with the selected contractors to schedule a date and time for each presentation agreeable to the contractor(s). Failure to accept the District's invitation for a presentation may be grounds to reject the contractor's proposal.

I. Award of Contract

1) Contract: The Board of Directors for the District shall award a contract to the successful Bidder. The General Terms and Conditions, The Scope of Work, 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.

2) The District may award this RFP for the base requirement plus any alternate that it deems is in the best interest of the District.

3) 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 Kansas, 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 Kansas City Kansas Public Schools as the additional insured for the specified project as outlined in this RFP.

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 Kansas City Kansas Public Schools. The coverage shall be written with limits set forth in the General Terms and Conditions attached hereto.

4) Indemnification: The successful bidder shall assume the entire responsibility and liability for any and all damages to the extent caused by the negligent or willful unauthorized disclosure of any confidential information on the part of the Successful bidder, its subcontractors, agents or employees under or in connection with this contract.

5) 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 bid 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. 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.
- d. The bidder will be responsible for the cost of all the equipment, accessories, labor, materials and / or services necessary to perform the service as detailed in the Scope of Work.
- e. Award of this contract will be based on an item-by-item basis, group basis, or an aggregate basis; whichever method is most beneficial to the District. The method of award will be determined after bid proposals have been received and opened by the District and shall be primarily determined on the basis of the selection criteria detailed earlier.
- f. The names of all subcontractors known, or contemplated, shall be listed. The District may approve all subcontracts.

6) Payment

- a. To be eligible for payment, all labor, equipment and materials covered under Successful bidder's invoice must be completed and accepted by the District. The District agrees to make payments under this contract within thirty (30) 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. 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.

- b. 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 shipping 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, delivered and accepted; Quantity delivered Charge for each item Extended total (unit costs x quantity) This RFP number and / or the KCKPS Purchase Order number
- c. 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 thirty (30) calendar days or greater.
- d. 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 dollars, successful bidders shall comply with all contractual obligations contained in the General Terms and Conditions, Special Conditions and The Scope of Work. 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 materials 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 is subject to arbitration.
- 4) With the mutual agreement of both the contractor and the District, upon receipt and acceptance of not less than thirty (30) days written notice, the contract may be terminated on an agreed date before the end of the contract without penalties to either party.
- 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 (30) days written notice of the breach and said breach remains uncured after the notice period.

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 (15) days prior written notice of its intentions to terminate.

7) If funds anticipated for these 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 ten (10) days written notice documenting the lack of funding.

K. Severability

1) 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. Disclosure of Information Content.

1) The District may treat all information submitted by a Bidder as public information unless the Bidder properly requests that specific parts of the Bid be treated as confidential at the time of submitting the Bid. The District will make public records available as required to comply with the public records laws. Any request for confidential treatment of specific information must be included in a transmittal letter with the RFP. Pricing information cannot be considered confidential information. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the Bidder to respond to any inquiries by the District concerning the confidential status of the materials. Any Bid submitted which contains specific confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Failure to properly identify specific confidential information shall relieve District personnel from any responsibility if confidential information is viewed by the public, a competitor, or is in any way accidentally released. Identification of the entire Bid as confidential may be deemed non-responsive and disqualify the Bidder.

N. Disposition of Information Packages

1) All Bids become the property of the District and shall 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 Kansas Statute.

O. Audit or Examination of Contract

1) Bidder agrees that any authorized auditor, the Office of Auditor of 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

1) 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.

IV. Scope of Work

BASE BID

Cover Letter: (Tab # 1)

Include a brief introductory letter introducing your company

Experience: (Tab # 2)

Complete the Contractor Information form and provide supporting documentation

References: (Tab # 3)

Complete the Contractor Information form and provide supporting documentation

Service: (Tab # 4)

Your response must address the requirements, as well as explain your approach to completing the project in detail

Project Overview

The District is seeking proposals for Certified Athletic Trainers having experience and qualifications representing public school districts.

Services will include evaluation and treatment of injuries sustained by the District's secondary students during school athletic events and practices, application of first aid and recommendation for exercise and physical measures for minor injuries.

The Athletic Trainer will keep accurate records of all athletic injuries reported by school students as occurring during school athletic events and all rehabilitation procedures administered by the Athletic Trainer.

(Sample Contract)

I. SERVICES

1. Athletic Trainer Services. The proposer shall, by and through Certified Athletic Trainers, agrees to provide the following services in accordance with the terms expressed herein:
 - a. Coordinate and provide Athletic Training and Sports Medicine Services and/or on call services for High School Students during the following Kansas City, Kansas Public High School events through the regular season and post-season playoffs:
 - i. Fall, Winter, and Spring varsity, junior varsity, freshman, and sub-state varsity home practices for the following sports: football, volleyball, cross country, soccer, swimming, basketball, wrestling, baseball, bowling, softball, track, golf, and tennis (“District Sports”);
 - ii. Home and away varsity football games
 - iii. Home sub-varsity football games
 - iv. Home volleyball games
 - v. Home soccer games
 - vi. Home varsity basketball games.
 - vii. Home wrestling matches
 - viii. Home swim meets
 - ix. Home baseball games
 - x. Home cross country meets
 - xi. Home softball games
 - xii. Home track and field meets

For purposes of this Agreement, “home” games, matches or meets shall mean those games, matches or meets that occur in the school district boundaries, city limits or county boundaries of which the school is located. “Away” games, matches or meets shall mean those games, matches or meets that are not “home” games.

The successful proposer shall provide full coverage at all District athletic events set forth in this section in accordance with an acceptable schedule as agreed upon by the parties. When multiple District events are scheduled at the same time,

the successful proposer shall cause an Athletic Trainer to be present at the most injury-prone event, as determined by the successful proposer in consultation with the District's athletic director or designee, and to be available by cell phone at all times to the District coaches at the other scheduled games(s) or practice(s).

- b. The successful proposer will provide an NATABOC board certified, Kansas Licensed Athletic Trainer on-site on a daily basis (Monday-Saturday) for all practices, games and KSHAA-sanctioned sporting events at five Kansas City, KS Public High Schools (schedule to be coordinated with the schools' Athletic Directors and District AD Supervisor).
- c. Coverage for Middle School sports, for an estimated 28 football games per school year.
- d. Coverage for opposing teams at home, for games at District facilities.
- e. Coverage for all contact summer camps held at District high schools/and approved by District.
- f. Instruct and assist coaching staffs in the proper fitting of athletic equipment for all levels of student athletes, in accordance with USA Football guidelines, to be adopted by the District.
- g. Scheduling of Basic Life Support (BLS) certification for coaches if needed.
- h. Provide baseline ImPACT concussion screenings for all high school student athletes who were not screened in 2016-17, including incoming freshmen, transfer students, or newly participating student athletes. These screenings are provided at no cost to student athletes and at no additional cost to District.
- i. Coordinate and provide a free of charge "Student-Athlete Saturday Morning Sports Injury Follow up Clinic," including a medical examination and x-ray, if needed, to any Kansas City, KS Public High School Student athlete injured while participating in school-sponsored football activities subject to this Agreement during Kansas City, KS Public Schools football season.
- j. As deemed appropriate by the successful proposer, coordinate and facilitate reduced-cost sports physicals for incoming and existing District high school student athletes.
- k. Provide emergency action plans for District high school main facilities, and provide first-response medical services and coordination with EMT/ambulance during athletic events, if needed.
- l. Provide nutritional and dietary information specifically designed for teen student athletes, and coordination with school nurses on whole-person care of student athletes
- m. Allow USD 500/Kansas City, KS Public High School student athletic trainers to

follow and observe Athletic Trainers while providing services under this Agreement, on an as-needed basis.

2. USD 500, through Kansas City, KS Public Schools agrees to provide the following Services in accordance with terms expressed herein:
 - a. Arrange for an ambulance to be present at or on call for each “district sport” home game or meet.
 - b. Provide successful proposer’s Athletic Trainer with a secure lockable office or place to work and necessary equipment and supplies, including internet connectivity.
 - c. Provide successful proposer with a written schedule for District Sports practice and games in advance of each sport season. Provide successful proposer at least one week written notice, if possible, of rescheduled games and practices in order to secure coverage.
 - d. The District will designate the successful proposer as official and exclusive athletic training and sports medicine provider of Kansas City, KS Public Schools, and recognize the successful proposer and its partners as the District’s exclusive healthcare providers for the term of this agreement.
 - e. Provide successful proposer advertisement in all District athletic programs and publications, and on its District and Kansas City, KS Public Schools web site, email newsletters and updates, and social media pages (Facebook, Twitter, Instagram, etc.).
 - f. Authorize successful proposer to display signs or sideline banners promoting the successful proposer’s organization and its designated sponsors at District stadiums, gyms, sports facilities and health facilities.
 - g. Allow the successful proposer to provide content (copy, videos, etc.) on District web site and in District print and electronic newsletters, and to provide a banner ad and link on District and high school web sites.
 - h. Provide, at the successful proposer’s request, a public address announcement promoting the successful proposer’s organization during each District Sport home game or meet.
 - i. Allow the successful proposer and its designated sponsors to conduct a health fair on District premises for District staff, parents and guardians and coaches.
 - j. Allow the successful proposer to present information at school events with coaches, parents and staff, such as back to school nights and team meetings.

II. FEES

1. During the Term and any Renewal Term of this Agreement, USD 500 shall pay the successful proposer a fixed fee of _____ (\$_____) for one year

beginning August 1, 2017 and ending July 31, 2018.

2. Two Payments of \$_____ each for a total payment of \$_____ are due each semester, on August 15, 2017 and January 15, 2018. Should this Agreement terminate for any reason, the successful proposer shall be due a pro rata payment based on the number of days based on 365 calendar days and the total payment of \$_____ minus any payments already made.

ATTACHMENT A1 – COST / PRICING PROPOSAL SHEET

ITEM : Athletic Trainer Services

Oral interviews may be required

Proposal Prices

Annual Fixed Fee for Services as required by these terms, conditions and scope of work

\$ _____ per year

Indicate earliest start date for delivery of services:

For what period of time can these prices be guaranteed? _____

Is all required product documentation attached (YES/NO)? _____

WE HEREBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED ABOVE IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS.

BY: _____ DATE: _____

TITLE: _____ FIRM: _____

PHONE: _____

EMAIL ADDRESS: _____

ATTACHMENT B – BIDDER CHECKLIST

BID TITLE: **Athletic Trainer Services**

BID NO.: **17-003**

	Submitted all information as requested.
	Received and acknowledged all addenda.
	Submitted one (1) original, and one (1) copy of Proposal.
	Signed and dated Cost / Pricing Proposal.
	No conditions or restrictions have been placed by the bidder on the Proposal that would declare it non-responsive.
	Prepared to provide the insurance and/or bond required.
	Submitted a copy of all required certificates and licenses (if any).
	Submitted the Tax Identification Number

BY:

DATE

TITLE:

FIRM:

ATTACHMENT C – NO BID RESPONSE FORM

BID TITLE: Athletic Trainer Services
BID NO.: 17-003

Note to Vendor:

If your company's response is a "No Bid", KCKPS is very interested in the reason for such response since KCKPS desires to ensure that the procurement process is fair, non-restrictive and attracts maximum participation from interested companies. We, therefore, appreciate your response to this non-submittal response form.

PLEASE INDICATE YOUR REASON FOR RESPONDING WITH A "NO BID"	
	UNABLE TO MEET REQUIREMENTS FOR THIS PROJECT
	UNABLE TO MEET TIME FRAME ESTABLISHED FOR START AND/OR COMPLETION OF THIS PROJECT
	RECEIVED TOO LATE TO REPLY RECEIVED ON:
	PLEASE REMOVE OUR COMPANY'S NAME FROM RECEIVING SIMILAR TYPE SOLICITATIONS
	OTHER (PLEASE SPECIFY):

SIGNED:

BY: _____	DATE _____
TITLE: _____	FIRM: _____
PHONE: _____	EMAIL: _____

ATTACHMENT D – QUALIFICATIONS AND REFERENCES

BID TITLE: Athletic Trainer Services
BID NO.: 17-003

1. QUALIFICATIONS (To be completed only if you have never before done business with USD 500 previously)

Indicate your company's qualifications to provide the service/products requested. Include the following information:

- (a) Name, Address, and Telephone number of legal entity with whom the contract would be written and all trade names/assumed names used.
- (b) Organizational structure under which the Proposer's business shall be operated (e.g. corporation, partnership, limited partnership, trust, sole proprietor, etc...).
- (c) Name and title of each of the Proposer's principal officers (President, Vice President, Chairperson of the Board of Directors, etc...).
- (d) Federal Employer ID.
- (e) Copy of all licenses or other documentation, which authorizes your company to provide the requested services.
- (f) Other information that may be pertinent to your company's qualifications to provide the requested services.
- (g) Date Founded
- (h) Organizational Structure
- (i) Sole Proprietorship
- (j) Partnership
- (k) Corporation

Ownership Status

- () Independent
() Subsidiary (Name of Parent Organization: _____)

Company History

- (a) Office Locations
- (b) Personnel
- (c) Expertise

2. References

Provide a list of references that will include the following information:

- (a) List at least three (3) references where you are currently providing services. Include the following information:
 - 1) Name of Reference
 - 2) Nature of Business
 - 3) Address
 - 4) Telephone Number
 - 5) Contact Person
 - 6) Number of years your company has provided service
- (b) Other references or information that will provide pertinent information.

ATTACHMENT E – USD 500 STANDARD TERMS AND CONDITIONS

1. SCOPE: The following terms and conditions shall prevail unless otherwise modified by U.S.D. 500 within this bid document. U.S.D. 500 reserves the right to reject any bid which takes exception to these terms and conditions.
2. DEFINITIONS AS USED HEREIN:
 - a. The term "bid request" means a solicitation of a formal sealed bid.
 - b. The term "bid" means the price offered by the bidder.
 - c. The term "bidder" means the offeror or vendor.
 - d. The term "U.S.D. 500" means Unified School District No. 500.
 - e. The term "Board of Education" or "BOE" means the governing body of Unified School District No.500
3. COMPLETING BID: Bids must be submitted ONLY on the form provided in this bid document. All information must be legible. Any and all corrections and /or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.
4. CONFIDENTIALITY OF BID INFORMATION: Each bid must be sealed and submitted in or under cover of the enclosed envelope to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid or in a separate envelope marked "Literature for Bid (Number)." Do NOT indicate bid prices on literature. All bids and supporting bid documents become public information after the bid opening and are available for inspection by the general public in accordance with the Kansas Open Records Act.
5. ACCURACY OF BID: Each bid is publicly opened and is made part of the public record of U.S.D. 500. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. SUBMISSION OF BID: Bids are to be sealed and submitted to the Purchasing Department Office, 2010 North 59th Street, Room 370, Kansas City, Kansas, 66104, prior to the date and time indicated on the cover sheet.
7. ADDENDA: All changes in connection with this bid will be issued by the Purchasing Office in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the bid.
8. LATE BIDS AND MODIFICATION OR WITHDRAWALS: Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.
9. BIDS BINDING: All bids submitted shall be binding upon the bidder if accepted by U.S.D. 500 within sixty (60) calendar days after the bid opening.
10. EQUIVALENT BIDS: When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/ or samples may be required and shall be supplied at no charge to the school district.
11. NEW MATERIALS, SUPPLIES AND EQUIPMENT: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect, and suitable for their intended purpose. All equipment shall be assembled and fully serviced, ready for operation when delivered.
12. WARRANTY: Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to U.S.D. 500 by any other clause of this bid reserves the right to request from bidders a separate manufacturer certification of all statements made in the Proposal.
13. METHOD OF AWARD AND NOTIFICATION: Bids will be analyzed and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of U.S.D. 500.
14. U.S.D. 500 reserves the right to reject any or all bids and any part of a bid: to waive informalities, technical defects, and minor irregularities in bids received: and to award the bid on an item by item basis by specified groups of items or to consider bids submitted on an "all or nothing "basis if the bid is clearly designed as such or when it is determined to be in the best interest of U.S.D. 500.
15. The signed bid shall be considered an offer on the part of the bidder: such offer shall be deemed accepted upon the issuance by U.S.D. 500 of a Purchase Order or other contractual document.
16. DELIVERY TERMS: All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.

17. **DAMAGED AND/OR LATE SHIPMENTS:** U.S.D 500 has no obligation to accept damaged shipments and reserves the right to return at the vendor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Vendor is responsible to notify U.S.D. 500 Purchasing office of any late or delayed shipments. U.S.D. 500 reserves the right to cancel all or any part of an order if the shipment is not made as promised.
18. **CREDIT TERMS:** Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
19. **SELLER'S INVOICE:** Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.
20. **TAX EXEMPT:** U.S.D. 500 is exempt from Federal, State and local taxes by KS-FZLEKBLQ. Sites of all transactions under the order(s) that shall be derived from this bid request shall be deemed to have been accomplished within the State of Kansas.
21. **SAFETY:** 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.
22. **DISCLAIMER OR LIABILITY:** U.S.D. 500 will not hold harmless or indemnify any bidder for any liability whatsoever.
23. **TERMINATION RIGHTS:** KCKPS shall have the right to terminate/cancel the Agreement for its convenience and without penalty upon thirty (30) days prior written notice to the contractor.
24. **HOLD HARMLESS:** The contractor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents fee and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities or every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

NO MUTUAL INDEMNIFICATION:

K.S.A.72-8201a: Contracts; indemnification or hold harmless provisions, void.

(a) It is the public policy of the state of Kansas that all contracts entered into by the board of education of a school district, or any officers or employees thereof acting on behalf of the board, provide that the school district and board of education shall be responsible solely for the district's or board's actions or failure to act under a contract.

(b) The board of education of a school district or any officers or employees thereof acting on behalf of the board shall not have the authority to enter into a contract under which the school district or board agrees to, or is required to, indemnify or hold harmless against damages, injury or death resulting from the actions or failure to act on the part of any party to a contract other than the board or district.

(c) The provisions of any contract entered into in violation of this section shall be contrary to the public policy of the state of Kansas and shall be void and unenforceable.

25. **INSURANCE:** Upon receipt of award, Contractor shall provide Certificate of Insurance as required within three (3) days after notification issued by the Purchasing Department.
 - A. The following general insurance requirements apply to any and all work under this contract by all Contractors and subcontractors of any tier.
 - (1) Any and all insurance required by this contract with each and any and all insurance required by this contract shall be maintained during the entire length of this contract, including any extensions thereto, and until all work has been completed to the satisfaction of the Kansas City Kansas Public Schools. Any and all insurance must be on an occurrence basis.
 - (2) No Contractor or subcontractor shall commence work under a contract until all insurance requirements contained within the solicitation have been complied with and until evidence of all insurance requirements in each and every contract with each and every subcontractor of any tier and shall require the same to comply with all such requirements.

- (3) The Kansas City Kansas Public Schools shall be covered as an Additional Insured under any and all insurance required by this contract. Confirmation of this shall appear on all certificates of insurance and on any and all applicable policies. The title of the awarded contract shall also appear on any and all applicable policies.
- (4) The Kansas City Kansas Public Schools shall be given no less than thirty (30) days' written notice of cancellation. The Kansas City Kansas Public Schools shall be given not less than thirty (30) days' prior written notice of material changes of any insurance required under this contract.

The Kansas City Kansas Public Schools shall be given written notice of renewal of coverage not less than thirty (30) days prior to the expiration of any particular policy.

- (5) Each and every agent shall warrant when signing the certificate of insurance that he is acting as an authorized representative on behalf of the companies affording insurance coverage under the contract and that he is licensed by the State of Kansas to conduct insurance business in the State of Kansas and that the companies affording insurance coverage are currently licensed by the State of Kansas and are currently in good standing with the Commissioner of Insurance for the State of Kansas.
- (6) Any and all companies providing insurance required by this contract shall meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the certificate of insurance.

For all contracts, regardless of risk, companies providing insurance under this contract must have a current:

- (a) Best's Rating not less than A, and
- (b) Best's Financial Size Category not less than Class VII

- (7) In the event the Contractor neglects, refuses, or fails to provide insurance required by the contract documents, or if such insurance is canceled for any reason, Kansas City Kansas Public Schools shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Contractor or Kansas City Kansas Public Schools shall have the right to cancel the contract.

B. Worker's Compensation and Employer's Liability Insurance

The Contractor shall procure and maintain Worker's Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under this contract.

Worker's Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

C. Comprehensive General Liability Insurance

The Contractor shall procure and maintain Comprehensive Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following specific extensions of coverage shall be provided and indicated on the certificate of insurance:

- (1) Comprehensive Form
- (2) Contractual Insurance
- (3) Personal Injury
- (4) Broad Form Property Damage
- (5) Premises – Operations
- (6) Completed Operations

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under this contract. Policy coverage must be on an occurrence basis.

D. Automobile Liability Insurance

The Contractor shall procure and maintain Automobile Liability Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following extensions of coverage shall be provided and indicated on the certificate of insurance.

- (1) Comprehensive Form
- (2) Owned, Hired, Leased and non-owned vehicles

If the Contractor does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Contractor's personal automobile policy or the Comprehensive General Liability coverage required under this contract.

E. Commercial Crime insurance (when applicable)

The Contractor shall procure and maintain Commercial Crime/Fidelity insurance in an amount not less than \$1,000,000.00, including coverage for theft or loss of KCKPS property.

26. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
27. **ANTI-DISCRIMINATION CLAUSE:** No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color handicap, sex, national origin, or religious creed.
28. **DOCUMENT SOURCE:** Unified School District 500, Kansas City Kansas Public Schools Purchasing Office (and website, if applicable) is the sole entity authorized to provide IFB or RFP packages to interested companies or individuals. Firms who are working from an IFB or RFP package obtained from any other source may have an incomplete set of documents. The School District assumes no responsibility for any error, omission, or misinterpretation resulting from a company's use of an incomplete IFB or RFP package.

Additionally, firms who have received an IFB or RFP package from a source other than the Unified School District 500's Purchasing Office (and website, if applicable) are advised to contact the office to provide their company name, mailing address, telephone number, fax number, contact name, contact e-mail address and to complete a Vendor Registration form if necessary. This will ensure that the company receives all IFB and RFP related communications and documents, including addenda. Firms not having a completed Vendor Registration form on file at the time of the bid opening may be disqualified based on failure to submit completed documentation.

ADDENDUM 1
REQUEST FOR PROPOSALS
ATHLETIC TRAINER SERVICES
KCKPS USD 500

17-003

ISSUED: March 24, 2017

CLOSING DATE: April 18, 2017 3:00 PM Central

1 - Change to Read as Follows:

Page 1: Cover Letter:

Kansas City Kansas, Public Schools will receive sealed proposals at the Purchasing Office, 2010 N. 59th Street, Room 370, Kansas City, Kansas 66104 **until 3:00 p.m. on April 18, 2017**, at which time proposals received will be publically acknowledged, in accordance with instructions, specifications and/or terms and conditions included in the RFP documents.

RESPONSE TO RECEIVED QUESTIONS:

QUESTION 1) When do you expect to award the RFP?

RESPONSE 1: Not later than May 12, 2017.

QUESTION 2) Are there any limitations on who may act as an authorized agent?

RESPONSE 2: Authorized agents must either have the authority to engage the contract on behalf of the organization or be designated as an agent to do so.

QUESTION 3) Does the electronic copy mean PDF via email or zip drive? Please also clarify if we need to provide 2 to 3 copies.

RESPONSE 3: Electronic copy may be provided on zip drive. Two copies are requested.

QUESTION 4) Please clarify if this (unit prices) is applicable for service agreements?

RESPONSE 4: Unit Prices are not applicable for this service agreement.

QUESTION 5) Are logos on letterhead/documents acceptable (as a part of your submission of proposal)?

RESPONSE 5: Certainly they are acceptable.

QUESTION 6) It appears that Tab 2 and Tab 3 both have information required for Attachment D. Do you want us to include a completed Attachment D and submit for both tabs or can we combine Tabs 2 and 3 as one Attachment D (relating experience)?

RESPONSE 6: It will be fine to combine Tabs 2 and 3.

QUESTION 7) Please clarify which form this is as we didn't see it in the RFP (referencing Form of Proposal)?

RESPONSE 7: Please complete and sign form A1.

QUESTION 8) What happens if the District rejects part of a proposal? Does the Bidder have the opportunity to respond or withdraw?

RESPONSE 8: The Bidder would have the right to respond, negotiate or withdraw.

QUESTION 9) Please advise if this is applicable for a service agreement (referencing I. Award of Contract, #2)?

RESPONSE 9: Service agreements will always be awarded at the mutual agreement of both parties.

QUESTION 10) Are certificates only required for professional liability insurance? Is any other type of insurance required to be maintained by the Bidder?

RESPONSE 10: Workman's compensation insurance certificates would also be required.

QUESTION 11) Is this applicable for a services agreement and if yes what type of information is considered "confidential information?"

RESPONSE 11: Yes this is applicable for a services agreement and the confidential information would be primarily associated with HIPPA related information.

QUESTION 12) Please define or provide examples of what falls into the category of "a crime of moral turpitude".

RESPONSE 12: This would include making a false representation, knowledge of a false representation by the perpetrator, reliance on the false representation by the person defrauded, an **intent** to defraud or the actual act of committing fraud, arson, blackmail, burglary, embezzlement, extortion, false pretenses, forgery, fraud, larceny, malicious destruction of property, knowingly receiving stolen goods, robbery, theft or transporting stolen property.

QUESTION 13) Please clarify this requirement (I 5 d). We typically have the district pay for athletic training supplies.

RESPONSE 13: The District will pay for athletic supplies.

QUESTION 14) Please confirm specific invoice requirements applicable to services agreement?

RESPONSE 14: The District is desirous to have invoicing done twice a year, once for the fall and winter (August – December) and once for balance of winter and spring (January – June) with unique invoice number, appropriate date and identifying description of services rendered.

QUESTION 15) What are the "Special Conditions"? Are they applicable to this RFP?

RESPONSE 15): There are no "Special Conditions" identified in this RFP.

QUESTION 16) Please clarify what Base Bid means.

RESPONSE 16: Base Bid is the contract dollar amount for an annual contract for services covering the scope of work to be provided.

QUESTION 17) Please confirm that the form being referenced is Attachment D (IV. Scope of Work, Experience: (Tab #2).

RESPONSE 17: Experience as referenced in this section relates to the completion of Attachment D.

QUESTION 18) Please confirm that the form being referenced is Attachment D (IV. Scope of Work, References: (Tab #3).

RESPONSE 18: References as referenced in this section relates to the completion of Attachment D.

QUESTION 19) Please clarify that requirements applicable to the RFP are included in the sample contract on Page 13 and there are no additional requirements other than those listed in the sample contract.

RESPONSE 19: Minimum requirements are outlined in the sample contract on page 13.

QUESTION 20) Does the sample contract list all services required by the District? Is any language in this sample contract optional? Are there any specific provisions below that must be included in the final contract?

RESPONSE 20: The contract lists all services expected by the District. Contract language is negotiable. Final language changes will need to be reviewed by legal counsel.

QUESTION 21) Please clarify "call services"?

RESPONSE 21: "On Call" services would refer to availability of trainers when contacted by phone.

QUESTION 22) Do these include JV/Freshmen (Section I Services, 1. A. iv to xii)?

RESPONSE 22: Yes. While most high schools will field Junior Varsity teams in most sports, freshmen teams are not fielded in most sports.

QUESTION 23) Please clarify expectations for Saturday coverage including what sports require Saturday coverage? What is the time frame that the AT is generally required to be onsite each day? Please confirm that the AT assigned to each high schools will be the only AT responsible for that high school's on-site coverage and home and away games listed in section (a) above.

RESPONSE 23: Saturday coverage would typically constitute coverage of four (4) middle school football games for eight weeks in the fall. Teams would play back to back games, starting in the mornings and completing competition at two to three sites in the early afternoon. Aside from this regularly scheduled at the middle school level in the fall season, any other Saturday activities would typically be related varsity competition in hosted tournaments in various sports or KSHSAA sub-state or state advancement play in some sports. ATs assigned to each high school will be the only AT responsible for that high school's on-site coverage and any other times identified in section (a) above.

QUESTION 24) Please confirm there are not practice requirements for middle school sports and the only middle school coverage is for football games.

RESPONSE 24: This is a correct statement.

QUESTION 25) Our expectation for this requirement (coverage for opposing teams at home, for games at District facilities) is coverage would be provided when the opposing team has not athletic trainer and that a single athletic trainer would cover both sidelines should this be required.

RESPONSE 25: This is the expectation.

QUESTION 26) If required, can (Basic Life Support) be provided at a location other than a school setting?

RESPONSE 26: Yes.

QUESTION 27) Please confirm this (Saturday Morning Sports Injury Follow Up Clinic) is only during football season. Please confirm expectation on the location of this clinic. Please confirm what you mean by "free of charge".

RESPONSE 27: This expectation is to be provided only during football season. It is preferable this be held at a site in Wyandotte County (due to transportation issues for our student/athletes), however this is negotiable. Free of charge means the cost will be covered as a part of the base annual fee to the District and that athletes will not be charged on-site.

QUESTION 28) It is not clear if the District intends to pay for these services or if it is requesting the successful proposer to provide discounts to student athletes. Please clarify.

RESPONSE 28: "It is the expectation that the successful provider would be able to offer physicals to the student athletes once to twice a year at a subsidized rate (i.e. \$15.00 to \$20.00 per physical). Costs to provide this service at a subsidized rate will be left to the successful proposer to cover in annual costs of their services. Participation rates will be low even on this subsidized cost basis.

QUESTION 29) Our assumption is that the District has an EAP in place and our role would be to help carry out the EAP.

RESPONSE 29: That is correct.

QUESTION 30) This language appears to reflect a 1 year term. Please clarify your expectation of the term of this agreement.

RESPONSE 30: Because school districts in Kansas are only funded from the state one year at a time, we are restricted to language that indicates if the funding is unavailable in any fiscal period in the future we cannot be bound by the contract. It is the District's intend to engage in a multi-year (five) agreement, which is renewable at the end of each year. It will be an agreement for one –year with options to renew for four additional years.

QUESTION 31) Under II. Fees, number 2, should this statement read "District" shall be due pro rata....

RESPONSE 31: Change the word in the second sentence from "successful proposer" to "District".

WE HEREBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED ABOVE IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS.

BY: _____ DATE: _____

TITLE: _____ FIRM: _____

PHONE NUMBER: _____

END OF ADDENDUM