

PRATTVILLE HIGH SCHOOL (PHS)
County of Autauga, Alabama
City of Prattville, Alabama

April 18, 2022

Invitation to Bid No. 2022-1

By way of this Invitation to Bid ("Invitation") and in accordance with *Alabama Code Section 16-13B-1 et. seq.*, Prattville High School, a public school of the Autauga County Board of Education (hereinafter referred to as "PHS" or "School") will receive sealed bid proposals for **Athletic Training Services** hereinafter described and specified between 2:00PM CDT on the effective date hereof until 2:00PM CDT, on Friday, May 20, 2022. Proposals must be submitted in sealed envelopes addressed as follows and mailed or hand-delivered to:

Autauga County Board of Education
C/O Laura Atchison
153 West 4th Street
Prattville, Alabama 36067

All proposals submitted will be opened and read at 2:15PM CDT on Friday, May 20, 2022, in the Central Office Board Room, which is located in the Board's Administration Building:

Autauga County Board of Education
153 W. 4th Street
Prattville, Alabama 36067

General Terms and Conditions

1. All bids are to be sealed. Envelopes containing bids shall be marked on the outside "**BID 2022-1, to be opened at 2:15PM CDT, on Friday, May 20, 2022**". An envelope is enclosed in order to facilitate each Bidder's maintaining compliance with this requirement. All bids shall be mailed or hand delivered in accordance with the foregoing instructions. The School, at its sole discretion, reserves the right to consider any Bids which are improperly labeled (in accordance with this provision) deficient. Any such bids may be declared non-responsive and will not be considered.
2. Bids shall be opened in accordance with the foregoing instructions. Bids may be hand-delivered or mailed; however, it is the Bidder's responsibility to ensure bids are received not later than 2:00PM CDT on Friday, May 20, 2022. Bids received after this time shall be declared non-responsive.
3. Each bid shall be submitted on the Bid Proposal Form furnished by the School. Bids submitted in any other form, format or on any other medium will not be considered.
4. The submission of the bid by the vendor and acceptance and award of the bid by the Board shall constitute a binding enforceable contract with the terms and conditions specified in the bid. No other contract documents shall be issued.
5. All bids shall be typewritten or prepared using a text editor.

6. The omission of explicit reference or enumeration from this document to rights otherwise afforded to the School in accordance with Federal Law, the Alabama Competitive Bid or other Laws, or Local laws/ordinances, is not intended to affect and shall not be construed to affect a waiver of said rights by the Board.
7. All bids submitted must be valid for a minimum period of 90 days after the bid opening date.
8. **Bid Evaluation.** The School shall evaluate this bid on the basis of services to be provided to the school. The resultant contract will be awarded to the *Responsible Bidder* taking into consideration, among other factors, historical performance commensurate with services requested herein, conformity with specifications set forth herein, and the terms and conditions of delivery of service(s). Bids shall be submitted on the premise the School intends to enter into a contract with a single Bidder pursuant to an acceptable Bid proposal, as determined by the School in its sole discretion.
9. **Effective Date.** The *Effective Date* resulting from this Invitation shall be July 1, 2022, following the date upon which the School, or its controlling entity, approves the award of this bid.
10. **Initial Contract Term and Expiration.** The *Initial Contract Term* shall continue in effect from the *Effective Date* (July 1, 2022) for a three-year period and shall expire on the last day of the *Contract Term* (June 30, 2025) unless the Board and the successful bidder mutually agree to exercise the Contract Extension Option(s) stipulated in Provision 11 below.
11. **Contract Extension Option.** Upon mutual agreement, the Parties, may elect to extend the *Initial Contract Term* stipulated in Provision 10 for a period of up to 2 years, in one-year increments. Contract extension(s) shall be contingent on successful Bidder's consent to honor its original bid pursuant to all terms, conditions, and stipulations specified herein. *Contract Extension(s)* shall be subject to School and Autauga County Board of Education approval prior to the Contract Term's Expiration Date.
12. **Contract Termination.** Subject to the provisions below, the contract may be terminated by either party, upon 30 days' advance notice to the other party, but if any work or services hereunder are in progress, but not completed, as of the date of termination, then this contract may be extended upon written approval by the School Principal until said work or services are completed and accepted.

In the event of termination for cause by the School, the 30 days' advance notice requirements is waived.
13. **Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act No. 2011-535).** Alabama laws require that, as a condition for the award of a contract by a school/school board to a business entity or employer with one or more employees working in Alabama, the business entity or employer must provide documentation of enrollment in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. **The contractor's E-Verify Memorandum of Understanding MAY be included with the bid or at a time determined and requested by the School to facilitate approval by the Autauga County Board of Education, if necessary.** Bidders who do not believe these requirements are applicable to their entity should include an explanation justifying such exemption. An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal web site www.uscis.gov/everify. The Alabama Department of Homeland Security (<http://immigration.alabama.gov>) has also established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program. An Employer Identification Number (EIN), also known as a Federal Tax Identification Number, is required to enroll in E-Verify or to establish an E-Verify employer agent account.

14. **Act No. 2012-491.** Act No. 2012-491 now requires schools/boards to include the following clause in all contracts or agreements: “By signing this contract, the contracting Parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting Party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”
15. **Bid Amendment.** The School reserves the right to revise any part of this Invitation, including scope of work specifications, prior to the public opening or reading date. Such revisions shall be made by issuance of an amendment to this Invitation, which shall be promptly communicated to Bidders. No other changes or revisions, regardless of source, shall be valid or binding.
16. **Indemnification and Hold Harmless.** Bidder shall indemnify, defend, and hold harmless the Autauga County Board of Education, its schools, as may be applicable, Board members, agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever arising from or connected with Bidder’s operations, goods and/or commodities or services provided hereunder. This indemnity shall include, but not be limited to, claims for or by reason of any actual or alleged infringement of any United States patent or copyright or any actual or alleged trade secret disclosure.
17. **Governing Law and Venue.** This solicitation shall be governed by and construed in accordance with the laws of the State of Alabama. Bidder agrees and consents to the exclusive jurisdiction of the courts in the State of Alabama for all purposes regarding this solicitation, and further agrees and consents that venue of any action hereunder shall be exclusively in the County of Autauga, Alabama.
18. **Bid Publication.** In accordance with the Alabama Competitive Bid Law, this Invitation is posted on the bulletin board outside of the Central Office located at 153 West 4th Street, Prattville, Alabama 36067. Additionally, this Invitation is posted on Autauga Public Schools’ website: www.acboe.net.
19. **Non-responsive Bid.** The Bidder shall submit bid its proposal strictly in accordance with the requirements and specifications stipulated on the proposed Bid Form as provided herein. The School reserves the right to declare any bid that fails to comply with this provision, a “Non-responsive Bid”.
20. **Non-responsible Bid.** The School reserves the right to declare any bid a “Non-responsible Bid” if it determines, in its sole discretion, that the bid demonstrates the bidder is unable or does not have the capability or capacity to perform the services specified herein.
21. **Bid Cancellation.** The School reserves the right not to award or to otherwise cancel this Invitation at any time prior to its stipulated “Public Reading Time/Date”.
22. **Bid Formalities.** As time is of the essence, the School reserves the right to reject any or all proposals, bids, and offers, and to waive, at its discretion, any informalities or irregularities involving the bid process or evaluation in order to expedite administrative processes, accommodate minor error, or respond to unforeseen circumstances. However, the following formalities listed below shall not be waived:
 - (1) Bids received after the specified bid opening date and time indicated on the bid document will be returned to the bidder unopened. Bids postmarked prior to bid opening time, but not received, shall not be considered.
 - (2) Bids received that have not been signed by an authorized signatory, shall not be considered.

23. **Signature Authorization.** A duly authorized officer or designee shall sign with the firm's legal name on the bid form. Obligations assumed by said signature shall be fulfilled in accordance with the specifications, terms, and conditions as prescribed herein.
24. **Technical Inquiries Deadline.** All inquiries regarding the specifications outlined herein should be submitted via email to laura.atchison@acboe.net not later than Friday, May 6, 2022 at 4:30PM CDT.
25. **Summary of Bid Interrogatories and Responses.** School shall post a Summary of Relevant Bid Interrogatories and Responses to its website www.acboe.net by 4:30PM CDT on Friday, May 13, 2022.
26. **Collusive agreements (AL Code § 16-13B-5)**
 - (1) Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement, to bid at a fixed price or to refrain from bidding or otherwise shall render the bids of such bidders void and shall cause such bidders to be disqualified from submitting further bids to the awarding authority on future purchases.
 - (2) Whoever knowingly participates in a collusive agreement in violation of this section involving a bid or bids of fifteen thousand dollars (\$15,000) and under shall be guilty of a Class A misdemeanor and, upon conviction, shall be punished as prescribed by law.
 - (3) Whoever knowingly and intentionally participates in a collusive agreement in violation of this section involving a bid or bids of over fifteen thousand dollars (\$15,000) shall be guilty of a Class C felony, and upon conviction shall be punished as prescribed by law.

VENDOR SPECIFICATIONS AND SCOPE OF SERVICES

1. **General.** It is the intent of these specifications to obtain Athletic Training Services at Prattville High School (PHS) for the 2022/2023, 2023/2024, and 2024/2025 school years, with the option, if exercised to extend this agreement for two additional one-year terms.
PHS will grant the successful Bidder/Vendor the exclusive, on-site, access to student athletes, faculty, and staff for treatment of injuries, as well as exclusive access to off-site athletic events where representative of Bidder/Vendor is present and a PHS student athlete, faculty, or staff member is injured.
PHS will also provide the successful Bidder/Vendor the following:
 - a. A full-page ad in the yearly football program; and
 - b. Announcements over PA system at football home games; and
 - c. On the field signage, provided by Bidder/Vendor, at Stanley-Jensen Stadium for all home football games; and
 - d. Additional signage at PHS athletic facilities provided by Bidder/Vendor.
2. **National Athletic Trainers Association Certification.** Any person providing services pursuant to this Agreement must be certified with the National Athletic Trainers Association (NATA) Certification and licensed as an athletic trainer in the State of Alabama.
3. **Proposal Request Form- Bidder/Vendor.** PHS will have two full-time certified teachers on staff with NATA Certification and Alabama licenses. These two trainers will fulfill the role and duties of a Certified Athletic Trainer for the period of this Agreement.
All proposals must, at a minimum, include a supplement amount to be paid to the two PHS teachers fulfilling the role and duties of a Certified Athletic trainer. These trainers provide on-site coverage as determined by the PHS Administration. Additionally, yearly athletic training supplies allotment and annual donation to the athletic department at PHS.
The payment of the supplement must be in accordance with the policies and procedures of the Autauga County Board of Education and must include cost of all benefits. (Currently estimated to be \$42,071.75)
4. **Performance Requirements.**
 - a. Bidder shall procure, maintain, and provide proof of general liability insurance coverage with an insurance company licensed to do business in the State of Alabama for injuries to persons and/or property damage as may arise from the work performed on behalf of School by the Bidder, its agents, representatives, employees or subcontractors. Bidder shall provide certificates of liability insurance, and corresponding policy documents, to School within 15 calendar days of execution of a related services contract. Furthermore, the Bidder will list the Autauga County Board of Education, member schools as may be applicable, its Board members, its agents, representatives, and employees as additional insureds with policy limitations of \$1 million per occurrence, \$3 million in aggregate. Additionally, Bidder will provide Workmen's Compensation coverage as required by the state statute and Professional Liability covering trainers with policy limits of \$500,000 per occurrence.
 - b. Under no circumstances shall Bidder's employees be permitted to perform services for the School until FBI and ABI background checks have been completed, passed and submitted to the School's Principal.
 - c. Under no circumstances shall an employee or contractor of the Bidder be permitted on School property if the employee or contractor reports to work under the influence of illegal drugs or alcohol or is a registered sex

- offender. The Bidder's company policies pertinent to employee drug testing and background checks shall be provided at bid opening.
- d. Bidder shall certify that it will require its employees to sign the Family Educational Rights and Privacy Act of 1974 (FERPA) sheet as attached in this Invitation. This certification document must be provided at bid opening.
 - e. The Bidder must be an Equal Opportunity Employer and certification thereof must be provided at bid opening.
 - f. The Bidder shall possess the required state and local business and credentials needed to provide the services required.
 - g. The Bidder shall comply with all national, state and local laws in the conduct of business and all Autauga County Board of Education policies and rules.
5. **Methods and Notification of Award.** The awarded Bidder(s) will be notified by the School's Principal's office. Concurrent with or shortly following notification, the School will present awarded Bidder with corresponding service contract.
6. **Obligations of Parties.** Upon completion of the service contracts referenced above, the Board will have no further obligations, responsibilities or liabilities with respect to any Bidder, or its employees. Participation in this engagement by Bidder's employees is not intended to confer and shall not be construed to confer any of the rights to full time employment (or benefits thereof) with the School.
7. **Independent Contractor.** Subject to the terms and conditions of this agreement, the School hereby engages the bidder as an Independent Contractor. Neither party shall, for any purpose, be deemed to be an agent of the other party; the relationship between the parties shall only be that of an Independent Contractor. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether expressed or implied, or to bind the other party in any respect whatsoever. Contractor shall act in the capacity of independent contractor during the term of this contract.
7. **Board Policy Requirements.**
- a. The responsible bidder(s) are required to obey the applicable Federal and State laws, School, and Autauga County Board of Education policies.
 - b. Smoking is not permitted on any part of School or Autauga County Board of Education property.
 - c. Delivery of E-Verify Documentation or MOU is required at bid opening.
 - d. A background check is required for all employees prior to performing services for the School. Bidder is required to furnish a list of all employees working on School property along with their respective background check status and the last four numbers of their respective social security numbers to the Principal of the School.
8. **Deliverables:** Bidder shall deliver the following documents in conjunction with this Invitation:
- e. Completed and original signed bid sheet
 - f. E-Verify Documentation or MOU
 - g. Drug Testing and Background Check Policy
 - h. Certificates of General Liability
 - i. General Liability Policy Document(s)
 - j. Copies of State and local business licenses

Bid Proposal Form

Bidder Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Toll Free: _____ Fax: _____

E-mail Address: _____ Internet Address: _____

Customer Service Contact: _____ Sales Representative: _____

Phone: _____ Federal ID#: _____

Bid Proposal Form

The undersigned certifies signature authority is duly vested by business entity (Bidder) and the information provided herein is correct to the best of his/her knowledge.

Submitted by:

Signature(s)

Date

Legibly print full legal name (individual)

Business Entity's Legal Name

Federal ID No. or Social Security No. (Sole Proprietor)

Business Entity's Trade Name (DBA)

Contact Information:

Street Address (Physical Address)

P.O. Box

City/State/Zip Code

City/State/Zip Code

(____) _____ Ext. _____
Business Telephone

(____) _____
Alternate Telephone

E-mail Address

Business Entity's Web Address

Bid Proposal

PHS suggests and requests the Vendor/Bidder to propose to provide the Athletic Training Services to PHS as follows:

TRAINING ROOM COVERAGE

- Additional certified athletic trainer to assist Prattville High School staff athletic trainers during training room hours of operation for evaluations and treatment of student athletes.
- Assist Prattville High School staff athletic trainers in Pre-participation physicals (*i.e.*, organizing, screening, conducting).

TEAM PRACTICES COVERAGE

- Provide certified athletic trainer to assist staff coverage of full contact/collision sport (*i.e.*, football) practices at Prattville High School.

GAME COVERAGE

HOME:

- Provide assistance (certified athletic trainer, personnel) to cover all games/competitions, daily, in which Prattville High School is the host.

AWAY:

- provide assistance (certified athletic trainer, personnel) to cover all football games or post season events in which Prattville High School is on the road.

_____ [company name] proposes to provide
Athletic Training Services to Prattville High School as follows:

TRAINING ROOM COVERAGE

TEAM PRACTICES COVERAGE

Please specify team sports to be covered

GAME COVERAGE

HOME

Please specify sport

AWAY

Please specify sport

Other programs, instruction, miscellaneous duties and/or enhancements/benefits to school/athletic programs, if any

By _____

Its _____

Date _____