



**ANOKA-HENNEPIN**  
**SCHOOLS**  
*A future without limit*

**Request for Proposal**  
**#25027P**  
**Athletic Training Services**

**Due:**  
**Thursday, January 9, 2025**  
**by 2:00 p.m. CST Local Time**

**Issued by:**

Anoka-Hennepin ISD 11  
Purchasing Department  
2727 North Ferry Street  
Anoka, Minnesota 55303  
Phone: 763-506-1300

**ANOKA-HENNEPIN SCHOOLS**

**Request for Proposal**

**Request for proposal # 25027P - Athletic Training Services**

By order of the School Board of Anoka-Hennepin School District, proposals for Athletic Training Services will be received in accordance with the specifications prepared by Anoka-Hennepin School District until 2:00 p.m. CST local time, on Thursday, January 9, 2025, at the District Purchasing Department, 2727 North Ferry Street, Anoka, MN 55303. Hand delivered proposals must be checked in at the reception desk located at Entrance Door #1.

The following proposal dates have been established: Proposals issued Thursday, December 12, 2024. Closing date for vendor questions is Thursday, December 19, 2024, by 4:00 p.m. LT, responses to vendor questions issued by Thursday, December 26, 2024, at 4:00 p.m. LT, proposal opening is Thursday, January 9, 2025, at 2:00 p.m. LT.

Specification documents and forms may be examined or obtained at the Anoka-Hennepin School District, Purchasing Department, 2727 North Ferry Street, Anoka, MN, 55303 between the hours of 7:30 a.m. and 4:00 p.m. LT or by email at [Purchquotes@ahschools.us](mailto:Purchquotes@ahschools.us). Email subject line should read, *“Request for proposal Documents – Athletic Training Services”*.

No vendor may withdraw their proposal within sixty (60 days) after the scheduled closing time for the receipt of proposals.

The School Board reserves the right to reject any or all proposals or parts of proposals and to waive informalities in the proposals.

ANOKA-HENNEPIN SCHOOL DISTRICT  
CLERK OF THE SCHOOL BOARD

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Jeff Simon

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## EXHIBIT 1: General Instructions and Contracting Specifications

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### 1.01 INVITATION

Proposals will be received at the Purchasing Department of Anoka-Hennepin School District, 2727 North Ferry Street, Anoka, MN, 55303 until 2:00 p.m. LT on Thursday, January 9, 2025, to provide Athletic Training Services for all five (5) High Schools, in accordance with the specifications included in this document.

### 1.02 BACKGROUND AND OBJECTIVE

The Anoka-Hennepin School District is requesting proposals from vendors interested in providing a four-year contract for Athletic Training Services for all five (5) High Schools.

Anoka-Hennepin School District is one of the larger school districts in Minnesota, with approximately 40,000 students enrolled in programs ranging from birth to age 22. The vast majority of our students are in conventional K-12 programs; however, we provide services for special needs students in early childhood programs and adult transition programs until they are 22 years of age.

For more information about Anoka-Hennepin Schools, please visit our website at [www.ahschools.us](http://www.ahschools.us).

### 1.03 DEFINITION

- **District** and **A-H Schools** are used interchangeably to refer to the Anoka-Hennepin School District
- **LT** means Local Time
- **Vendor** means the company submitting a proposal in response to this RFP
- **RFP** means Request for Proposal
- **Contracted Vendor** means a company awarded a district contract

### 1.04 INSTRUCTIONS

#### A. Proposal Submission

Vendor to submit one (1) bound original, and one (1) electronic copy by USB flash drive, for reproduction for evaluation team, clearly labeled with:

Vendor Name

RFP #25027P – Athletic Training Services

Attn: Tiffany Audette, CPPB / Purchasing

and a notation “Proposal Enclosed – Do Not Open until 2:00 p.m. CST on Thursday, January 9, 2025.

Only the original bound copy must be clearly marked ‘Original’. The proposal must include the firm name on every page of the proposal and be signed by an officer or other employee authorized to submit the proposal. Proof of authority of the person submitting the proposal must be made available upon request from the District.

Acceptable delivery methods are listed below:

US Postal Service

FedEx, Courier, UPS

Personally hand delivered \*

\*If delivering in person, please check in with the receptionist at Entrance #1 at delivery address in section 104.C.

#### B. Multiple Submissions

Vendors may submit multiple, alternative proposals for consideration by the District.

#### C. Delivery

Proposals must be received at the following address:

Anoka-Hennepin School District

Purchasing Department, Entrance #1  
Attn: Tiffany Audette, CPPB  
2727 North Ferry Street  
Anoka, MN 55303

If delivering in person, please check in with the receptionist at Entrance #1.

**D. Opening**

Proposals are due on Thursday, January 9, 2025, at 2:00 p.m. L.T. Only the names of the vendors submitting proposals will be available by request. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and, as such, will be kept confidential.

Meeting ID

<https://meet.google.com/cbp-yoqx-oer>

Phone Numbers

(US)+1 478-419-0016

PIN: 970 603 738#

In the event of an unforeseen closure at the Anoka-Hennepin School District site, that is designated in the solicitation for the receipt and opening of bids and/or proposals, at the date and time of the scheduled opening, the Procurement Department postpones the receipt and opening of bids and/or proposals as scheduled. The due date and time, specified for the receipt of bids and/or proposals is deemed to be extended, to the same time of day specified in the solicitation and on the first subsequent operational business day, unless otherwise amended prior to the due date and time.

**E. Late Submissions**

The Vendor assumes the risk of any delay in the delivery of their proposal. Whether the proposal is sent by mail or by means of personal delivery, the Vendor assumes responsibility for having their proposal clocked in on time and at the location specified above. All proposals received after the proposal opening time identified in Section 1.04 will remain unopened and be rejected. Facsimile responses will not be accepted.

**F. Editing of This Document**

This document must be submitted without any alterations or edits to the terms and conditions. If your response submission is found to have any modifications, additions, or changes to the originally sent documents, your response may be considered fraudulent and be rejected.

Vendors must submit all proposals on the District's forms. proposals submitted on company forms will be rejected.

**G. Withdrawal of Submission**

A proposal, once delivered to the formal custody of the District, may not be withdrawn until after the proposals are opened and acknowledged; and no proposal may be withdrawn for a period of sixty (60) days from the opening thereof. Once documents have been received by the District all documents become the property of the District.

**H. Vendor Responsibility**

It is the obligation of each Vendor to examine instructions, requirements, and specifications before submitting a proposal. Submission of a proposal shall be proof that such examination has been made and that each Vendor has become thoroughly familiar with the requirements. The District will not be responsible for, nor honor any claims resulting from, or alleged to be the result of misunderstanding by the Vendor.

**I. Incurring Costs**

Neither the District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a proposal, whether or not it is the successful Vendor. These costs include but are not limited to:

- bonding
- legal costs for any reason
- visitation costs
- reproduction
- postage and mailing

**J. Disclosure of Data**

According to state law, the content of all proposals and related correspondence, which discloses any aspect of the proposal process, will be considered public information when the award decision is announced. This includes all documents received in response to this RFP, both the selected proposal and the proposal(s) not selected. Therefore, the District makes no representation that it can or will maintain the confidentiality of such information.

**K. Timeline**

Listed below are the required dates and times by which actions must be completed and, where applicable, locations. If the District determines that it is necessary to change a date, time, or location it will issue an addendum to this RFP.

Description	Date
Solicitation issued	Thursday, December 12, 2024
Closing date for vendor questions	Thursday, December 19, 2024, by 4:00 p.m. LT
Responses issued to vendor questions	Thursday, December 26, 2024, by 4:00 p.m. LT
Proposals Due & Opening	Thursday, January 9, 2025, at 2:00 p.m. LT

**L. Proposal Security - not applicable**

**M. Affidavit of Non-Collusion**

Collusion of Vendors is cause for rejection of Vendors involved. A completed Affidavit of Non-Collusion must be submitted with each proposal. (See Section 9)

**N. Pre-proposal Meeting - not applicable**

**O. Inquiries**

All inquiries concerning this proposal must be submitted via email to [Purchase@ahschools.us](mailto:Purchase@ahschools.us) by 4:00 p.m. LT on Thursday, December 19, 2024. Please enter "25027P Questions" in the subject line of your email. The District will not be responsible for, nor honor any claims resulting from, or alleged to be the result of misunderstanding by the Vendor. No phone or in person inquiries will be accepted. It is the Vendor's responsibility to bring all discrepancies, ambiguities, omissions, or matters that need clarification to the District's attention. Responses to inquiries will be emailed to Vendors by 4:00 p.m. LT on Thursday, December 26, 2024.

**P. References**

Vendors are required to list three customers with approximately the same service requirements and volume as described in this proposal. In addition, the vendor must provide information for a company who has discontinued a contract within the last three years. The District evaluation team will make all reasonable attempts to reach the specified references.

**Q. Uniformity**

To provide uniformity and to facilitate comparison of proposals, all information submitted must clearly refer to the page number, section, or other identifying reference in this RFP. All information submitted must be noted in the same sequence as it appears in this RFP.

**R. Interpretations and/or Clarifications**

Interpretations and/or clarifications shall not be binding on vendors unless repeated in writing and distributed as an addendum. Any changes, clarifications, or other interpretations regarding this RFP will be sent by the District to each vendor. These addenda will become part of the RFP and will be included by reference in the final contracts between the vendor(s) and the District.

**1.05 EVALUATION AND AWARD**

**A. Evaluation**

Contract Award will be made by the School Board of the District. The RFP award will be based upon, but not necessarily limited to, the factors of: a) price; b) quality of service and guarantees offered; c) ability of proposers to fulfill contract and specification requirements; and d) prior knowledge or experience with the service proposed and/or proposers past performance. In evaluating proposals, the District will consider whether the proposals comply with prescribed requirements. It is the District’s intent to award this proposal to one vendor, however, the right is reserved to award this proposal in part or in whole to a single supplier or to reject any or all RFPs if it is in the best interest of the District to do so. The School Board reserves the right to reject any or all RFPs or parts of RFPs and to waive any minor technicalities and irregularities in the proposals.

It is the intent of the District to have a contract take effect August 1, 2025.

**B. Right to Negotiate**

The District reserves the right to negotiate on any or all components of each proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and, as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

Determination of proposals: A-H Schools will analyze all documents and submitted proposal responses to determine the award. A-H Schools reserves the right to reject any proposal if the Contractor is deemed unqualified to perform services. Qualification of the Contractors are determined at the sole discretion of A-H Schools.

In evaluating proposals received, Anoka Hennepin Schools reserves the right to consider past service to the District, when considering the award of this contract, and will be based on the best interest of the District. The District will be the sole and final authority in determining the successful Vendor.

**C. Award**

Award shall be made to the qualified and responsible Vendor(s) whose proposal is responsive to this request. The District reserves the right to:

- Accept or reject any and all proposals or portions thereof, or to waive any irregularities or informalities in proposals.
- Select a proposal in the best interest of the District
- Select the next best responsive proposal
- Award to more than one Vendor
- Release a new Request for proposal (RFP)
- Take other action, as the District deems appropriate.

The District reserves the right to accept or reject any or all proposals, based on the best interest of the School District, to waive formalities, and to reject nonconforming, nonresponsive, or conditional proposals. The District will be the sole and final authority in determining the successful Vendor.

**D. Exclusive Vendor**

The successful Vendor will provide the District with an annual discount guaranteeing them the contract as a sole vendor. Vendor is to include the amount of the proposed discount in the proposal fee and Discount Schedule in Exhibit 3, Section 3.01

**E. Vendor Experience**

The Proposer must have a minimum of five years providing Athletic Training Services to high school students.

**F. Vendor Qualifications**

The District may make reasonable investigations to determine the ability of the Vendor to perform the services and/or furnish the products as detailed in this RFP. The Vendor will furnish all information and data for this purpose, as may be requested. The District reserves the right to inspect Vendor's physical facilities prior to award to satisfy questions regarding the Vendor's capabilities. The District further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Vendor fails to satisfy the District that the Vendor is properly qualified to carry out the obligations of the contract. Past performance with the District will be taken into consideration.

**G. Evaluation Criteria**

Vendor responses will be evaluated according to the following criteria:

- 60% Cost, Vendors shall use the associated attachments to provide complete and comparable costs
- 20% Completeness of services provided, and any exceptions taken to requirements
- 15% Vendor experience and Customer References
- 5% Additional Value-added services provided

**1.06 CONTRACTS**

**A. Contract Period**

The contract resulting from this proposal will be effective for a term of 4 years, beginning of a signed and executed contract and ending July 31, 2029

**B. Contract Pricing**

Prices will be firm for the life of the contract.

**C. Escalation - not applicable**

**D. Contract Review - not applicable**

**E. Contract Renewal**

This contract may be amended or renewed upon mutual agreement by both parties, provided that all terms and conditions of the original contract remain unchanged unless otherwise agreed upon in writing. Any amendments or renewals must be documented in writing and signed by authorized representatives of both parties.

**F. Contract Assignment**

The Vendor shall not assign this contract, in whole or in part, or any monies due or that would become due hereunder, without written consent of the District. If the District consents to the Vendor assigning this contract, in whole or in part, or any monies due or that would become due, the instrument of assignment shall contain a



clause that states what the right of assignee is and that any monies due to the Vendor shall be subject to prior liens of all persons, firms and corporations for the services rendered or materials supplied for the performance of this contract.

#### **G. Inability to Perform**

The vendor shall make every reasonable effort to maintain staff to deliver the solution purchased by the District. The vendor shall immediately notify the District in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed-upon quality and quantity of services. Upon such notification, the District shall determine whether such inability requires a modification or cancelation of the contract.

#### **H. Reimbursement of Liquidated Damages**

Time is an essential element of the proposal documents and contract. If the successful Vendor fails to meet the delivery deadline as set forth above or fails to supply in accordance with the specifications, terms and conditions of the proposal documents, for any reason, the District may deduct as liquidated damages from any money due or coming due to the Vendor the cost of purchase by the District on the open market. Any monies deducted are not to be construed as a penalty, but as liquidated damages to compensate for the additional costs and inconvenience incurred by the District.

### **1.07 ADDITIONAL TERMS**

#### **A. Insurance Requirements/ Bond**

**Performance Bond:** All vendors entering into a contract with the District for \$10,000.00 or more may be required to provide a Performance Bond for 100% of the contract. Performance Bond must be furnished within 10 days of award notice of the contract.

**Commercial General Liability Insurance:** Vendor will maintain insurance with limits of at least \$1,500,000 each occurrence for commercial general liability including bodily injury, property damage, personal injury, product liability and contractual liability through the effective period of the contract. Policies will name the District as an additional insured on a primary basis with respect to the operations of the Vendor using form CG2026 or its equivalent.

**Worker's Compensation Insurance:** The Vendor must provide worker's compensation insurance for all its employees and, in case any work is subcontracted, the Vendor will require the subcontractor to provide worker's compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.

**Commercial Automobile Liability Insurance:** The Vendor will be required to maintain insurance protecting it from bodily injury claims and property damage claims which may arise from operations of vehicles under the contract whether such operations were by the Vendor, a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be \$2,000,000.00 per occurrence Combined Single Limit (CSL).

**Errors and Omissions (E & O) Insurance:** The Vendor will be required to maintain insurance protecting it from claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to the Vendor's professional services required under this contract.

The minimum insurance amounts will be:

- \$2,000,000.00 per occurrence
- \$2,000,000.00 annual aggregate

The Vendor will be required to submit certified financial statements providing evidence the Vendor has

adequate assets to cover any applicable E & O policy deductible. Vendor will notify the District of any changes in insurance coverage or carrier by Vendor or any subcontractor. Vendors will notify the District of any changes in insurance coverage or carrier. Vendor will maintain insurance with limits of at least \$1,500,000 each occurrence for commercial general liability including bodily injury, property damage, personal injury, product liability and contractual liability through the effective period of the contract. Policies will name the District as an additional insured on a primary basis with respect to the operations of the Vendor using form CG2026 or its equivalent. The Vendor shall provide the District with a certificate of insurance in a form acceptable to the District prior to commencement of the contract. The certificates and insurance policies required in the above paragraphs shall contain a provision that coverage afforded under the policies cannot be canceled, materially altered, or allowed to expire until at least 30 days prior written notice has been given to the District.

**B. Access to Records and Audit**

Vendor's books, records, documents, and accounting procedures and practices relevant to the contract are subject to examination by the District and either the Legislative or State Auditor, as authorized by Minnesota Statute 16B.06, subd. 4. Such data are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under the contract. The vendor agrees to maintain such data for a period of 3 years from the date services or payment was last provided or made, or longer if any audit in progress requires a longer retention period.

**C. District Support**

The Vendor must provide their company contact information for key personnel providing support under this proposal. The Contract Vendor must notify the District immediately of any changes in support staff. The District is seeking Vendors that would act as committed partners in striving to provide the safest, most efficient, and customer friendly service to our students and their families.

**D. Independent Contractors**

Contracted Vendor(s), in performing these services, will be acting in the capacity of an independent contractor, and will not be an agent, servant, or employee of the District. Vendor will have control over the performance of the services and will be solely responsible for payment of its federal and local taxes, salary for its employees, social security payments, and any and all other expenses incurred by Vendor in the performance of the Contract. None of the benefits provided by the District to its employees, including, but not limited to, workers' compensation insurance, disability insurance, medical insurance, and employment insurance would be provided by the District to any of Vendor's employees. Vendors will not have authority to assume or create any obligation or responsibility, expressed or implied, on behalf or in the name of the District or to bind the District in any way whatsoever.

**E. OSHA**

All Vendors must comply with OSHA regulations where applicable to this proposal in that the seller warrants that the product sold or service rendered to the buyer shall conform to the standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (29V.X.C. 651, PL 91-596).

**F. Safety**

The Vendor will comply with all state and federal laws as they relate to employee and pupil transportation safety.

**G. District Policy and Procedures**

The Vendor will follow the District's policies and procedures while providing services in the school setting. District policies may be found on the District's website. The Contracted Vendor(s) shall be responsible for compliance with any additions, changes, or deletions to A-H Schools policies, procedures and protocols implemented during the contract period. Refer to Appendix 8 for additional information.

**H. Security Compliance on District Property**

All services performed on District property shall be in compliance with District security policies, e.g., each person who needs to enter a District building shall sign in on the designated visitor log in the building office. The log shall include a date of entry, employee name, Contracted Vendor(s) name, time entering the building and time leaving the building.

The vendor will keep personnel screening records on file for any personnel under the resulting proposal. This will include records of Criminal Background Screenings.

**I. Hold Harmless**

The vendor shall indemnify, hold harmless, and defend the District and its employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney fees that the District and its employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the vendor or its agents, servants, or employees, in execution, performance, or failure to adequately perform the vendor's obligations pursuant to this contract. The District shall also be indemnified for any attorney's fees it incurs to enforce this indemnification provision or any other indemnification provision in the contract.

**J. Force Majeure**

Neither party shall be held responsible for delay, nor could failure, to perform when such delay or failure is due to any of the following unless the act or occurrence could have been foreseen and reasonable action have been taken to prevent the delay or failure:

- Fire, Flood, or Epidemic
- Strikes
- Wars
- Acts of God
- Unusually severe weather
- Acts of public authorities
- Delays of defaults caused by public carriers.

Provided the defaulting party to give notice as soon as possible to the other party regarding the inability to perform.

**K. Duties to Mitigate**

The contract between the District and the successful vendor shall be governed by the laws of the State of Minnesota. Both parties shall use their best efforts to mitigate any damages that might be suffered by reason of any event giving rise to remedy hereunder. Attorney's fees If suit is brought by either party to this proposal to enforce any of its terms (including all component parts of the proposal documents), and the District prevails in such suit, the vendor shall pay all litigation expenses incurred by the District, including attorney's fees, court costs, expert witness fees, and investigation expenses.

**L. Discrimination**

During the performance of this contract, the vendor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, gender, national origin, sexual orientation, disability, age, marital status, or public assistance status. The vendor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without unlawful discrimination because of their race, color, creed, religion, gender, national origin, disability, age, marital status, sexual orientation, or public assistance status. The vendor shall also comply with any applicable federal or state laws regarding nondiscrimination. The following list includes, but is not meant to limit, laws that may be applicable:

- Minnesota Statute Ch. 363
- The Equal Employment Opportunity Act of 1972
- Executive Order 11246

- The Rehabilitation Act of 1973
- The Age Discrimination in Employment Act of 1967
- The Equal Pay Act of 1963
- Minnesota Statute 181.59
- The Job Training Partnership Act of 1982

**M. Publicity and Advertising**

Vendor shall not use in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of the District except on the specific, written authorization, in advance, of the District's Department of Public Relations.

**N. Prohibition Against Conflicts of Interest, Gratuities, and Kickbacks**

Any employee or official of the District, elected or appointed, who take, receive, or offer to take or receive, either directly or indirectly, any rebate percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to or from any person, partnership, firm, or corporation offering, submitting pricing for, or in open market seeking to make sales to the District shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment of a fine in accordance with state and/or federal laws.

**O. Damage to District Property - not applicable**

**P. Criminal Records**

The vendor shall not utilize, in the performance of the resulting contract, any laborer or employee who has been convicted of a violent crime or a crime of such nature (such as child-related offenses) categorize the person being unsuitable for working around school children or has engaged in such conduct as to be similarly categorized.

**Q. Third Party Acquisition of Company**

The Contracted Vendor(s) shall notify the District in writing should the Contracted Vendor(s)'s business or all its assets be acquired by a third party. The Contracted Vendor(s) further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the Contracted Vendor(s) shall obtain for the District's benefit and deliver thereto the assignee's agreement to fully honor the terms of the contract.

**R. Compliance with Laws and Debarment**

The Vendor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Vendor's performance of the provisions of this Agreement, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. It shall be the obligation of the Vendor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

Vendor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Vendor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Vendor shall be responsible for any costs incurred by District in connection therewith.

**S. Contract Vendor Personnel**

All Contract Vendor personnel performing work on District property must wear a clearly visible company name badge that is easily recognizable by school/site staff and have a criminal background screening that clearly shows no crimes have been committed against children. The Contract Vendor will keep Employee Screening

records on file for any personnel delivering merchandise or performing service under this contract. The District reserves the right to audit these records at any time.

**T. Taxes**

Minnesota Taxes: Instrumentalities of the State of Minnesota are not subject to the State of Minnesota Sales Tax pursuant to Minnesota Laws of 1967, Extra Session, Chapter 32, Article XIII, Section 25, Subd. 1, Para. (J).

Telecommunication Excise Tax: The district falls under the category of State and Local Governments thus under regulations prescribed by the IRS, no tax shall be imposed under section 4251 upon any payment received for services or facilities furnished to the government of any State, or any political subdivision thereof, or the District of Columbia.

Excise Taxes: Instrumentalities of the State of Minnesota are not subject to Federal Excise Taxes. Individual exemption certificates will be furnished upon request if needed by the successful vendor to reclaim such charges.

**U. Payment**

The District will pay undisputed invoices within 35 days of receipt. "Date of Receipt" means the completed delivery of the goods or services or the satisfactory installation, assembly, or specified portion thereof, or the receipt of the invoice for the delivery of the goods or services, whichever is later (MN Statute 471.425).

Invoices should be mailed (email preferred) directly to the Purchasing- Accounts Payable Department at the Educational Service Center, 2727 North Ferry Street, Anoka, Minnesota, 55303.

**V. Non-Appropriation**

The District reasonably believes that budgeted funds will be obtained sufficient to make all payments. Continuation of any agreements beyond June 30th of any year is contingent upon appropriation of budgeted funds for payment of that contract. In the event that adequate funds are not so appropriated, the District shall notify the vendor as soon as possible prior to the necessary cancellation and no penalty in any form shall be levied against the District because cancellation of any part or all of the equipment required by failure of appropriation.

**W. Data Practices/FERPA Confidentiality/HIPAA**

1. Data Practices and the Family Educational Rights Privacy Act (FERPA)
  - a. Contracted vendor certifies that its staff members have been instructed on the private nature of information related to students of Anoka-Hennepin Schools. Contracted vendor will ensure that each service provider will review Anoka-Hennepin Schools Data Practices Policy in full before the provider begins work in the District.
  - b. Each Party will be responsible for any data that it creates or maintains and will comply with state and federal law requiring the acquisition of data, the storage of data, the release of data and the destruction of data.
  - c. Any data, records or recorded information in the possession of the District is classified under the Family Educational Records Privacy Act (FERPA) and the Minnesota Data Practices Act. Those records may not be shared with any person or entity without the written consent of the parent, guardian or adult student as required by state and federal law. As a result, Contracted vendor must have written authorization to share student or family information with Anoka-Hennepin Schools employees. Anoka-Hennepin Schools will share information with Contracted vendors only as specified under district policy. Mental health professionals and mental health clinical trainees are not Anoka-Hennepin Schools employees. Contracted vendors must have written authorization or otherwise comply with current law regarding sharing information with school resource officers.

2. Informed Consent.

- a. In addition, Contracted vendor shall assure that it obtains written informed consent before providing mental health services to individuals under 18 years of age. In most instances this will be accomplished by obtaining the written, informed consent of the minor's parent or guardian, however, there may be instances where the informed consent of the minor alone is sufficient to provide services, consistent with Minnesota Statutes §§ 144.341-144.347. Contracted vendor will take any other action that it may be required to take before rendering any clinical mental health services.

3. HIPAA.

- a. Each Party is responsible for compliance with HIPAA if that entity is a "covered entity" under HIPAA. Nothing in this Agreement shall be construed to require compliance with HIPAA by Anoka-Hennepin Schools where it otherwise would not be a "covered entity".

**X. Return of Data**

Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Vendor shall return all documents, data and other information provided by the District to Vendor, or Vendor's employees or agents in connection with this Contract. Additionally, the Vendor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Vendor's possession or control, and provide District with proof of such destruction.

**1.09 JOINT PURCHASING – Not Applicable**

**1.10 FEDERAL TERMS**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. (2 C.F.R. SEC. 200.326; APPENDIX II TO PART 200)

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where Contracted Vendor(s) violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the

Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

## EXHIBIT 2: Detailed Specifications

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### Section 2.01 Required Services of Vendor

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A. Vendor will supply a NATA Certified Athletic Trainer to provide the medical assistance services to the schools at the times and during the events as set forth in Exhibit 5, page 21. The medical assistance services will be limited to:

1. the evaluation and treatment of minor injuries
2. the application of first aid and other medical assistance as is reasonable and possible under the circumstances pending the arrival of ambulance services in the case of major injuries
3. preventative taping and strapping of athletes, as needed
4. providing nutritional information to student athletes
5. providing basic educational information to student trainers and managers in the course of performing the services
6. providing recommendations for exercise or other physical measures for minor injuries under the direction, supervision and review of the injured athlete's physician. The District requires all athletic trainers to hold current valid registration under the State of Minnesota statutes. The District will not accept temporary registrations or permits.

Any services rendered by contracted personnel will be limited to those services that can be provided within the scope of the individual provider's medical training.

B. All services will be provided on the school's premises with the exception of sports events at other schools, designated venues away from the school campus, or where the school's athletes are the "visiting" team, if such coverage is required by Exhibit 5.

C. When the injured athlete's parent or guardian signs a release of information, the Vendor will provide the school with accurate records of treatment rendered for all athletic injuries for which the Vendor renders treatment and of all rehabilitation procedures provided by Vendor. These records will be made available to the injured athlete's physician as requested.

D. Vendors will provide each Trainer with a cell phone. The Athletic Director and Vendor will develop a list of locations of emergency phones and emergency phone numbers to be distributed to student athletes and coaches.

E. Vendor will provide the Athletic Director with a list of equipment and supplies required to render the services in sufficient time to permit the school to obtain such equipment and supplies. The Vendor shall use the District's current Health Supplies contract vendor. An alternate health supplies vendor can be used only if the current Health Supply Contract Vendor does not have the item available.

F. Vendor will facilitate communication between an injured athlete, the Athletic Director and the team or family physician.

State Statute 148.7807 Limitations on practice: If an Athletic Trainer determines that a patient's medical condition is beyond the scope of practice of that Athletic Trainer, the trainer must refer the patient to a person licensed in this state to practice medicine as defined in section 147.081, to practice chiropractic as defined in section 148.01, to practice podiatry as defined in section 153.01, or to practice dentistry as defined in section 150A.05 and whose license is in good standing and in accordance with established evaluation and treatment protocols. An athletic trainer shall modify or terminate treatment of a patient that is not beneficial to the patient or that is not tolerated by the patient.

G. Vendor will provide consultation on equipment and program design when reasonably requested by the school for up to 2 hours per month.



H. Vendors will have Athletic Trainers available on Saturdays that correspond to the events covered under the terms of this proposal.

I. Vendor will provide a Rehab facility within 25 miles of the District borders.

J. Vendor will conduct seasonal seminars for the District focusing on care and prevention of injuries, under the direction of the Athletic Director.

K. Vendor will adhere to Minnesota Statute 121A.38 and the relevant policies and bylaws of the Minnesota State High School League (MSHSL), including but not limited to policies and bylaws regarding concussion evaluation, management, treatment and return to play.

#### Section 2.02 School Responsibilities

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A. Each school is responsible to:

- a. Provide an area to perform the services per the specifications shown in Section School Responsibilities 2.02 and to provide all necessary and required supplies and equipment as approved by the Athletic Director.
- b. Facilitate communications and flexibility between school, coaches, athletic trainer and school medical staff.
- c. Designate an individual (Athletic Director) to approve, directly monitor and evaluate the compliance of the Athletic Trainer with the duties and responsibilities as shown in the specifications in Section School Responsibilities 2.02.
- d. Provide mandatory direct access to all emergency phone locations. Each site may provide walkie talkies for individual events at the schools. (This is up to the discretion of each site)
- e. Provide the Vendor with athletic event schedules one month prior to the sports first scheduled event. Changes or additions to the schedule must be communicated to the Vendor no less than two weeks prior to the change.
- f. Provide to the Vendor Booster and event program advertising space on event roster sheets or programs whenever possible, at no charge, for the length of the agreement. Booster and event programs, where applicable, will list the athletic trainer. The Vendor will provide camera ready logo stat for placement in programs.
- g. The Vendor will be allowed to place a banner at two of the three following locations: outdoor scoreboard (football/soccer); hockey arena or competition gymnasium (basketball/wrestling) if allowed by school policies and procedures.

#### Section 2.03 Personnel Requirements

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A. The Vendor is required to furnish at least one Certified Athletic Trainer to perform the services for each school. Dual-event coverage requirements are discussed in Exhibit 5, pages 21-22. Please note the requirements of possibly more than two (2) Certified Athletic Trainers at times per school.

#### Section 2.04 Value Added Services

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A. Separate to the proposal requirements outlined, vendors may submit a list of any additional value-added services to be considered by the district. This should be submitted in section 2.04 of exhibit 2.

### EXHIBIT 3: Proposal Requirements

#### 3.01 PROPOSAL FEE AND DISCOUNT SCHEDULE

List below, by each high school site, the fees proposed for all services as detailed in the specifications and Exhibit 5- Attendance Schedule. In addition, list any discount amounts applicable.

Year 1 (2025-26)	Andover	Anoka	Blaine	Champlin Park	Coon Rapids	Total
Total Fees	\$	\$	\$	\$	\$	\$
Discount						
Net Cost to District	\$	\$	\$	\$	\$	\$

Year 2 (2026-27)						
Total Fees	\$	\$	\$	\$	\$	\$
Discount						
Net Cost to District	\$	\$	\$	\$	\$	\$

Year 3 (2027-28)						
Total Fees	\$	\$	\$	\$	\$	\$
Discount						
Net Cost to District	\$	\$	\$	\$	\$	\$

Year 4 (2028-29)						
Total Fees	\$	\$	\$	\$	\$	\$
Discount						
Net Cost to District	\$	\$	\$	\$	\$	\$

#### 3.02 Total 4-year Contract

Total Fees	\$	\$	\$	\$	\$	\$
Total Discount						
Total Net Cost to District	\$	\$	\$	\$	\$	\$

- A. Additional discount to total fee for a reduction in Athletic Training Room hours from 2:00 p.m. to 5:30 p.m. by 1 hour.

\$ \_\_\_\_\_

B. Additional discount for the removal of Athletic Training Room Coverage during school vacation periods (Christmas holiday break and Spring break) when athletic teams are practicing.

\$ \_\_\_\_\_

**3.03 PROPOSAL PAYMENT SCHEDULE**

From the information provided in the specifications, Exhibit 5 - Attendance Schedule, and in the Proposal Fee and Discount Schedule (Section 5.1), list below the payments due to the vendor by the dates shown.

**School year 2025-2026 (Total per school x 5 H.S)**

August 15, 2025	\$ _____
November 15, 2025	\$ _____
March 15, 2026	\$ _____
	<b>Total 2025-26 \$ _____</b>

**School year 2026-2027**

August 15, 2026	\$ _____
November 15, 2026	\$ _____
March 15, 2027	\$ _____
	<b>Total 2026-27 \$ _____</b>

**School year 2027-2028**

August 15, 2027	\$ _____
November 15, 2027	\$ _____
March 15, 2028	\$ _____
	<b>Total 2027-28 \$ _____</b>

**School year 2028-2029**

August 15, 2028	\$ _____
November 15, 2028	\$ _____
March 15, 2029	\$ _____
	<b>Total 28-29 \$ _____</b>

**Total 4-year contract** (must equal Total Net Cost to District from Section 3.01)

\$ \_\_\_\_\_

### 3.04 Additional Service Fees

For services delivered in addition to those listed in the specifications and in Exhibit 5 – Attendance Schedule on pages 21-22, show the hourly rate proposed and give a description of the service provided.

Additional services or support beyond standard athletic training, may include but is not limited to educational workshops on injury prevention, nutrition, or mental health support for athletes.

### 3.05 Value Added Services

List any value-added services you provide and any associated costs if not included in this proposal.

Extra sheets may be attached if needed.

### 3.06 Additional Discount Opportunities

List any additional discounts available if not included in this proposal examples may include but are not limited to static signage, newsletters, pa announcements, weblink and content supporting the partnership on school webpages, use of school logos, etc. Extra sheets may be attached if needed.

### 3.07 Services and Support

- A. Provide a brief overview of your company and your experience in providing athletic training services to K-12 school districts?
- B. Describe the ongoing support and consultancy that the Vendor will provide. Please be very detailed in how the custom fitting needs will be provided to the District.
- C. What protocols do you follow in the event of a serious injury during an athletic event or practice?
- D. How do you collaborate with school staff, coaches, and emergency responders during medical emergencies?
- E. Can you provide examples of how you have successfully managed critical injuries in the past?
- F. How do you handle scheduling conflicts, such as multiple events occurring at the same time?
- G. How do you communicate with coaches, parents, and school administrators regarding athlete injuries and treatment plans?
- H. What kind of reporting or documentation do you provide to the district regarding the services rendered (e.g., injury reports, treatment summaries)?
- I. What types of athletic training equipment and technology do you use to assist in injury prevention, treatment, and rehabilitation?
- J. Attach a list of the names of all Athletic Trainers who will be dedicated to fulfilling this contract.
  - a. Include years of experience for each trainer, copy of his or her registration, personal references, resumes, continuing education hours, etc. All trainers assigned to the District will hold current valid registration under the State of Minnesota Statutes. No temporary registrations or temporary permits will be accepted.

## EXHIBIT 4: Acceptance & Signatures

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### 4.1 AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty of perjury:

That I am the vendor (if the vendor is an individual), a partner in the company (if the vendor is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the vendor is a corporation).

That the attached response has been arrived at by the vendor independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition.

That the contents of the Request for proposal response have not been communicated by the vendor or its employees or agents to any person not an employee or agent of the vendor and will not be communicated to any such persons prior to the official opening of the proposals; and

I certify that the statements in this affidavit are true and accurate.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

### 4.2 ACCEPTANCE SIGNATURE

I, the undersigned, hereby certify that I am a duly authorized agent of \_\_\_\_\_ to submit this proposal for consideration and acknowledge that all 23 pages of the Request for proposal 25027P for the Athletic Training Services have been received and agree to the terms contained therein.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_

### ADDENDA

Receipt of the following Addenda to the proposal documents and their costs being incorporated in the proposal is acknowledged:

Addendum #: \_\_\_\_\_ Date \_\_\_\_\_ Addendum #: \_\_\_\_\_ Date \_\_\_\_\_

### 4.3 CHECKLIST FOR VENDORS

The following documents must be completed and submitted to be accepted as a complete RFP package:

- \_\_\_\_\_ Proposal Requirements (Exhibit 3)
- \_\_\_\_\_ Signed Acceptance (Exhibit 4, 4.2)
- \_\_\_\_\_ Affidavit of Non-Collusion (Exhibit 4, 4.1)
- \_\_\_\_\_ One (1) RFP Bound original
- \_\_\_\_\_ One (1) electronic copy by USB Flash Drive

## EXHIBIT 5: Attendance Schedule

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Vendor to provide the medical assistance services at the following times and locations:

Andover High School  
2115 Andover Blvd.  
Andover, MN 55304

Champlin Park High School  
6025 109th Ave North  
Champlin, MN 55316-3488

Anoka High School  
3939 7th Ave North  
Anoka, MN 55303

Coon Rapids High School  
2340 Northdale Boulevard NW  
Coon Rapids, MN 55433

Blaine High School  
12555 University Ave NE  
Blaine, MN 55434

### TRAINING ROOM COVERAGE

#### 1. Coverage Requirements

- a. The Vendor will provide coverage for the training room at each high school beginning August through the end of the end of the school's athletic season 2:00 p.m. to 5:30 p.m. These hours allow coverage for after school practices, injury evaluation and rehabilitation and sub-varsity home event coverage by a single Vendor employee. During the fall and spring seasons, when an athletic event occurs during training room hours, the Vendor will be at the event. A note will be posted on the training room door identifying the Vendor's location.
- b. From the start of fall "pre-school" seasons until the opening of school workshops the Vendor will provide coverage for the training room with a one-hour non-paid lunch or break time, for two weeks or ten working days (mid-August to the beginning of September). The hourly schedule per day may vary depending on the practice schedules.
- c. The Vendor will provide training room coverage during school vacation periods (Christmas holiday break and Spring break) when athletic teams are practicing. The expectation is that this will be two to three hours per applicable day; three days during Christmas holiday break and three days during Spring break.
- d. The Vendor will not be required to provide training room coverage when the Vendor is required to attend an event under Section II of Attachment B.

#### 2. EVENT COVERAGE

The awarded vendor will coordinate coverage for all non-school sponsored invites on a fee basis for all seasons.

##### a. Fall Pre-season Sports Coverage

- i. Dates: Mid-August to the beginning of September, for ten business days.
- ii. Hours: 8 hours per day but may vary per site. The daily schedule will vary depending on the practice schedules at the School. There will be at least two (2) practices; the Trainer will get a 1-hour non-paid lunch break.
- iii. Location: All practices and scrimmages and athletic training room.
- iv. All game schedules must be confirmed prior to each season.
- v. Reasonable changes with 24-hour notification will be allowed.
- vi. Coverage for all seasons will include: all practices/scrimmages, home invites, playoffs, invites-school sponsored, away events, and section team tournaments.

##### b. Fall Sports Coverage (September to mid-November)

- i. Football: All Varsity includes a doctor on site - Home and Away
- ii. Football: Junior Varsity, Sophomore and Ninth Grade
- iii. Football Varsity Scrimmages.
- iv. Soccer: Varsity Boys and Girls – Home events only

- v. Volleyball: 9A, 9B, Varsity, JV, 10A, - Home events only
  - vi. Soccer: Junior Varsity, Lower-Levels
  - vii. Cross Country – Home events only
  - viii. All Tournament and Invitational Home Events
- c. Winter Sports Coverage (mid-November to mid-March)  
All game schedules must be confirmed one month prior to each season.
- i. Hockey: Varsity and the game preceding the Varsity; Boys and Girls; - Home events only
  - ii. Wrestling: Varsity and the match preceding the Varsity; - Home events only
  - iii. Gymnastics: Varsity, Junior Varsity; Girls; Home events only
  - iv. Basketball: Varsity and the game preceding the Varsity; Boys and Girls; - Home events only
  - v. Dance Team contests- Home events only
- d. Spring Sports Coverage (mid-March to beginning of June)  
All game schedules must be confirmed one month prior to each season. Reasonable changes (i.e., rain delays or postponements) with 24-hour notification will be allowed for spring sports only.
- i. Track: Varsity Boys and Girls - Home events only
  - ii. Baseball: Varsity - Home events only
  - iii. Softball: Varsity only - Home events only
  - iv. La Crosse: Boys Varsity Lacrosse and the boy's match that proceeds along with Girls Varsity Lacrosse games
  - v. Volleyball: Boys Varsity, Junior Varsity - Home events only
  - vi. All tournament Home Events
- e. Dual-event Coverage
- i. If two or more athletic events overlap in time and are at different sites, the vendor will provide two (2) trainers, one for each event.
  - ii. If there are two or more athletic events occurring simultaneously at the same site or location (i.e. high school gymnasiums), the vendor will provide two (2) athletic trainers, who can provide medical assistance services for these events.
  - iii. Wrestling and Hockey: The vendor will provide two (2) athletic trainers, one for each location at all times, during dual events.