

REQUEST FOR PROPOSAL

STRENGTH AND CONDITIONING FACILITY STAFFING, COORDINATION & MANAGEMENT.

BRIGHTON AREA SCHOOLS BRIGHTON, MICHIGAN 48116

May 13, 2019

Brighton Area Schools will be receiving bids for the staffing, coordination and management of its 14,000 square foot strength and conditioning facility for the remainder of the current school year and next school year.

1. Brighton Area Schools is seeking bids to staff, coordinate programming, and provide instruction and management for its strength and conditioning facility.
2. A voluntary pre-bid meeting / Walk thru will take place at **10:00am, Monday, May 20, 2019**, at the BAS Athletics Office, 7878 Brighton Rd, Brighton, MI. The purpose of the meeting is to clarify the procedures, scope of work and answer any questions.
3. Sealed Proposals will be received not later than **10:00am, Tuesday, May 28, 2019**, proposals will be opened and read out loud, recorded as received at the athletic department conference room.
4. Description of the information and content required for your bid is attached. Please complete and add necessary information on additional sheets and return to:
Brighton Area Schools
Attn: Director of Athletics
7878 Brighton Road
Brighton, MI 48116
5. Mark the return envelope: "Strength & Conditioning Bid"
6. Bidders must complete the required attached Familial Discloser Affidavit.
7. All responses must be printed and signed. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Brighton Area Schools. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having their bid deposited on time at the place specified.
8. The contract will be awarded to the responsible bidder whose proposal is within the competitive range and determined to be the most advantageous to Brighton Area Schools. Price, experience, references and other factors are considered. Brighton Area

Schools reserves the right to make awards within ninety (90) days after the date of the bid opening during which period bids may not be withdrawn.

9. The Board of Education or its designee reserves the right to reject any or all bids, in part or in total, for any objective or subjective reason whatsoever. Late bids will not be opened.

Please contact John Thompson at 810-299-4186 if there are any questions.

Services for Strength & Conditioning

a. Purpose

The intent and purpose of this invitation for bids is to establish a term contract to provide Staffing, coordination, and management of a Strength and Conditioning facility for Brighton Area Schools, hereafter referred to as BAS.

b. Scope

The Contractor will be responsible for all staffing, coordination & management of the facility and equipment. Below is a list of all responsibilities associated with the potential contract.

c. Contract Components:

1. The Contractor shall provide at minimum; 1 full time employee and 1 part time qualified employees to cover up to 3200 hours of supervision and instruction a year.
2. The Contractor will have services available seven (7) days a week for 50 weeks. The contractor will coordinate, and communicate the facility's master schedule on a daily, weekly, monthly and seasonal basis.
3. Contractor will secure 2 to 4 unpaid interns on a semester and or seasonal basis.
4. The contractor will coordinate services with the Director of Athletics, Athletic Department Head Coaches, and High School Physical Education Staff.
5. Instructional Services will be coordinated for the 1000 plus student athletes of Brighton High School, an entry level program for middle school students, , ,B.H.S. physical education classes and the non-instructional management of general public use.
6. Contractor will provide routine equipment maintenance as needed.
7. Contractor will develop performance training programs tailored to serve the varying needs of the 32 different female and male sports BAS offers on a sport by sport basis but with common core consistencies.
8. Contractor will work with individual students to develop workout programs, set goals, and implement testing on a continuing basis.

9. The use or distribution of tobacco, alcohol, or any illegal and or drugs or supplements on the N.C.A.A. banned products listing is prohibited on school property.
10. Contractor may not Sub-Contract. The Contractor will be responsible for all costs for services outlined in the RFP.
11. Contractor understands that a Full or Part time employee must be present at all times the facility is open.
12. All paid personnel decisions require the approval of the district. It is expected that the contractor will involve district staff in the hiring process as needed and also be open to understanding the collateral needs of the district when they are presented by district administration.

d. Employee Guidelines: The Contractor shall use only qualified personnel to provide the required services. Full time and part time employees provided should have appropriate background and experience and certifications (CSCS, MSCC, & SCCC), First Aid, CPR, & AED certifications are required and must be kept current. Full and Part time employees must have a current fingerprint background check done at the contractor's expense and provided to BAS. Interns must have a volunteer background check as provided by BAS. Employees may not provide private instruction on BAS properties for their individual compensation. The Contractor shall be responsible for insuring that employees abide by all rules and regulations set forth in this contract.

e. Safety: The Contractor and any persons employed by the Contractor shall be required to adhere to all OSHA requirements and Strength and conditioning best practices that apply while performing any part of the work listed within this RFP. Contractor will adhere to all BAS safety and accident incident protocols.

f. State and Federal Regulations: The Contractor shall perform all work in accordance with State and Federal safety regulations in regards to work zones, work areas, equipment, vehicles, tools and supplies.

g. Performance

1. Performance during the contract period will be evaluated based upon the expectation of overall student achievement combined with service to the community. The Director of Athletics will evaluate employees in conjunction with the contractor.
2. The Contractor will be required to provide the Director of Athletics with Weekly or Bi-Weekly updates as well as student performance data on a mutually agreed upon testing calendar.

h. Basis of Pricing

Base Bid- The School District is seeking price quotes for all services requested on a fixed price basis for a three year term. Quotes should provide a detailed breakout of costs.

1. **Commercial General Liability Insurance:** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 each occurrence, \$3,000,000 aggregate, combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: A) Contractual Liability; B) Products and Completed Operations; C) Independent Contractor's Coverage; D) Broad Form General Liability Extensions or equivalent; E) Deletion of all Explosion, Collapse and Under group (XCU) Exclusions, if applicable.
2. **Professional Liability Insurance (Errors & Omissions):** of \$1,000,000 each occurrence and \$3,000,000 annual.
3. **Workers Compensation including Employer's Liability Coverage:** of \$100,000 each accident, \$500,000 annual aggregate, in accordance with all applicable Michigan law.
4. In addition, Contractor shall include the following as Additional Insured: Brighton Area Schools including its elected and appointed officials, employees, and volunteers.

i. Contract Conditions

1. This contract is for Strength and Conditioning for the following time period from July 1, 2019 through June 30, 2023. This agreement is terminated at the end of a three-year period ending June 30, 2023.
2. It is agreed by the parties hereto that in the event of an alleged breach of any provisions of this agreement the offended party shall, by written notice, give to the offending party thirty (30) days, commencing with the receipt of said notice to correct the alleged breach. In the event said breach is not so remedied within the thirty-day period, the offended party may in its discretion give written notice to the offending party at the end of an additional thirty-day period the offended party shall consider this agreement cancelled hereunder. In the event of termination, all amounts due and owing shall be adjusted to the effective date of the termination. This contract may be cancelled by either party upon 90 days with written notification from one party to the other.
3. In the event the Contractor shall fail, neglect, or refuse to perform any and all services under this Contract, Brighton Area Schools may perform such duties under the Contract and charge the Contractor, or deduct the amount from subsequent payments. In addition, Brighton Area Schools reserves the right to "contract out" for failed services and charge the Contractor for the services rendered.

4. The Contractor shall indemnify and hold harmless BAS, its administrators and employees, or agents of the district, from and against all liability, claims, suits, damages, and/or loss and expenses, including but not limited to legal fees arising out of personal injury, loss of life, and/or damages to property, including BAS property, and from any penalty, fine or charge incurred for any violation or breach of any law, rule or regulation when any of the aforesaid injuries or damages are caused or occasioned by the acts, errors, omissions, or negligent acts of the Contractor, its employees or agents.

5. BAS agrees to pay the contractor in 4 quarterly payments when presented with a quarterly service invoice by the vendor starting in July of 2019.

BID PROPOSAL FORM – Strength and Conditioning Services

Contractor's Company Name:

Name:

Signature:

Title:

Address:

Phone #:

(Work #)

(Cell #)

The above agrees to furnish all labor, material, equipment necessary to provide the services required by the Brighton Area School District Request for Proposal for Strength and Conditioning Services per specifications contained in these bidding documents dated May 13, 2019.

Complete all pricing on the next page of this packet.

1. Salary for 1 Full time Employee _____.

2. Benefits package for 1 Full time employee if provided _____.

3. Hourly Rate and or Stipend amount for 1 Part time employee _____.

4. Hourly Rate or Stipend amount for 2nd Part time employee _____.

5. Maintenance Allowance _____.

6. Misc. expenses _____.

Total Overall Price of annual contract \$ _____.

WORN AND NOTARIZED FAMILIAL DISCLOSURE STATEMENT

All bidders must complete the following disclosure compliance with MCL-380.1467 and attach this information to the bid. The bid proposal will be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Brighton Area School Board or the Brighton Area Schools Superintendent. The district will not accept a bid proposal that does not include this sworn and notarized disclosure statement.

The members of the Brighton Area School Board are: David Chesney, Beth Minert, Jay Krause, Ken Stahl, Bill Trombley, John Conely and Andy Burchfield. The Brighton Area Schools Superintendent is: Dr Gregory Gray.

The following are the familial relationship(s):

Owner/Employee Name	Related To:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

BIDDER'S FIRM NAME: _____

BY (SIGNATURE): _____

PRINTED NAME & TITLE: _____

STATE OF MICHIGAN

COUNTY OF _____

Subscribe and sworn before me on this _____

Day of _____, 20____, a Notary Public

In and for _____ County,

Notary Public

My Commission expires _____