



REQUEST FOR BID (RFB)

Administered by:
CENTRAL MAINE COMMUNITY COLLEGE
1250 TURNER STREET
AUBURN, MAINE 04210

**Proposal for Physical Fitness Specialist clinical/occupational experiences
and Athletic Training Services**

Date: September 21, 2020
Bid Due On: October 5, 2020 at 1:00 P.M.

Inquiries:

Nicholas Hamel
Dean of Student Services
Central Maine Community College
1250 Turner Street
Auburn, Maine 04210
Phone (207) 755-5284
E-mail: nhamel@cmcc.edu

Bid Submission:

Dan Dundore Purchasing
Central Maine Community College
1250 Turner Street
Auburn, Maine 04210
Phone (207) 755-5263
Fax (207) 755-5495
E-Mail: [ddundore@cmcc.edu](mailto:d Dundore@cmcc.edu)

1.0 GENERAL INFORMATION:

This Request for Bid (RFB) states the instructions for submitting bids, the procedure and criteria by which a vendor may be selected and the contractual terms by which the College intends to govern the relationship between it and the selected vendor.

- 1.1 Purpose: Central Maine Community College (CMCC) in Auburn, ME is seeking bids for the offering of clinical/occupational experiences for students enrolled in the Physical Fitness Specialist (PHF), Associate in Applied Science degree program; training and conditioning services for collegiate athletic teams; and coordination and oversight of professional services for the campus community (i.e. group fitness classes, individualized programming, fitness center, etc.) for the next three years (Nov. 1, 2020- Oct. 31, 2023) with the option to extend the contract for two additional 1 year terms.
- 1.2 Definition of Parties: Central Maine Community College will hereinafter be referred to as the "College." Respondents to the RFB shall be referred to as "Bidders." The Bidder to whom the contract is awarded shall be referred to as the "Contractor."
- 1.3 Scope: The selected contractor will:
 - 1) Expose PHF students to various career opportunities through internship/practicum experiences on and off campus—students are required to do 30 hours of career exploration in semester 3 and 90 hours in semester 4;
 - 2) Expose PHF students to 3-4 specialized groups on an ongoing basis per academic semester to diversify their education;
 - 3) Offer onsite professional services and programming to campus community members, roughly 60 hours per week, and involve PHF students to diversify their education;
 - 4) Coordinate the daily operation of the CMCC fitness center and additional athletic facility spaces as determined by CMCC Athletic Director involving PHF students to diversify their education;
 - 5) Provide athletic training services for all sports at CMCC:
 - a. Coverage includes, but is not limited to, the following sports:
 - i. women's and men's soccer,
 - ii. fall and spring baseball and softball,
 - iii. women's, men's and JV basketball,
 - iv. women's volleyball,
 - v. hockey,
 - vi. cross country,
 - vii. track and field
 - b. Attend all home athletic contests, roughly 105 contests per academic year;
 - i. Arrive at home contests 60 minutes prior to pre-game preparation;
 - ii. Provide onsite acute and emergency care;
 - iii. Treat injuries as necessary at conclusion of game;
 - iv. Complete paperwork and maintain cleanliness of game site and athletic facility spaces after completion;
 - v. Athletic trainer available to cover practice and preseason times as directed by CMCC Athletic Director
 - c. Provide injury assessment/evaluation/treatment for an average of 10 hours per week.
 - d. Physician oversight of all athletic medical injuries
 - e. Two-day tournament @ 20 hours for coverage
 - f. Strength and Conditioning 3 hour per session @ 2 sessions per week for 20 weeks
 - g. Work with athletes and coaches on a daily basis on injury prevention, evaluation, diagnosis, rehabilitation, management, strength and conditioning and nutrition programs as directed by the Athletic Director;
 - h. Provide a facility where athletes can be evaluated and treated in a timely manner;
 - i. Prescreening concussion testing (Impact) for athletes;
 - j. Make referrals, including completing paperwork, to additional medical providers as necessary;

- k. Provide medical physicals (up to 25) for clearance for athletes who do not have a Primary care physician, insurance or means to do so
- 6) Provide fitness room coverage/student worker supervision and implement and design programs for all non-athletic student body and college community.
- 7) Maintain FERPA and HIPPA guidelines.

- 1.4 Communication with the College: It is the responsibility of the bidder to inquire about any requirement of this RFB that is not understood. Responses to inquiries, if they change or clarify the RFB in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFB. The College will not be bound by oral responses to inquiries or written responses other than addenda.
- 1.5 Award: The College reserves the right to conduct any tests it may deem advisable, and to make all evaluations. The College reserves the right to reject any or all bids, in whole or in part, and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interests of the College. The College reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the College will not be considered in the evaluation of bids. A bid may be rejected if it is in any way incomplete or irregular. When there are tie bids, there shall be a preference for “in-state bidders”. When the bids are both in-state and both out-of-state, the award will be made to the bid that arrives first in Central Maine Community College’s Business Office.
- 1.6 Award Protest: Bidders may appeal the award decision by submitting a written protest to Central Maine Community College’s Interim Dean of Finance and General Service within five (5) business days of the date of the award for the challenge notice, with a copy to the successful bidder. The protest must contain a statement of the basis
- 1.7 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.
- 1.8 Debarment: Submission of a signed bid in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the College will be notified of any change in this status.
- 1.9 Bid Understanding: By submitting a bid, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.
- 1.10 Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to Central Maine Community College’s Interim Dean of Finance and General Services. Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the College. The due date of the bid may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the College in writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications. Protests should be delivered to the Interim Dean of Finance and General Service’s Office in sealed envelopes, clearly marked as: Copy paper bid.
- 1.11 Bid Validity: Unless specified otherwise, all bids shall be valid for 3 months from the due date of the bid.
- 1.12 Errors: Bids may be withdrawn or amended by bidders at any time prior to the bid opening. After the bid opening, bids may not be amended. If a significant mistake has been made by an apparent low bidder, the bidder will be given the option of selling at the price given or withdrawing the bid. If an extension error has been made, the unit price will prevail.

- 1.13 Submission: Bids must include the following:
- 1) Statement of the ability of the organization to offer the services as described above;
 - 2) Description of staff available to assist with services as described above;
 - 3) The annual cost to provide the services as described above;
 - 4) At least two professional references that speak to the ability of the organization to conduct this type of work.

Please send to: Dan Dundore at [ddundore@cmcc.edu](mailto:d Dundore@cmcc.edu) no later than 1:00 pm Monday October 5, 2020.

- 1.14 Tax Exempt: The College is exempt from the payment of Federal Excise Taxes on articles not for resale and for the Federal Transportation Tax on all shipments. The Contractor and subcontractor shall quote and shall be reimbursed less these taxes. Upon application, exemption certificates will be furnished when required. The College is exempt from the payment of Maine State Sales and Uses Taxes.

2.0 CONTRACT TERMS AND CONDITIONS:

- 2.1 Contract Documents: If a separate contract is not written, the contract entered into by the parties shall consist of the Request for Bids, the signed bid submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the College and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.2 Contract Validity: In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.
- 2.3 Contract Administration: Nicholas Hamel, shall be the College's authorized representative in all matters pertaining to the administration of this contract, (207) 755-5284.
- 2.4 Litigation: This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine. The Contractor agrees that any litigation, action or proceeding arising out of this Contract shall be instituted in a state court located in the State of Maine.
- 2.5 Assignment: Neither party of the contract shall assign the contract without the prior written consent of the other, nor shall the contractor assign any money due or to become due without the prior written consent of the College.
- 2.6 Equal Opportunity: In the execution of the contract, the Contractor and all subcontractors agree, consistent with College policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The College encourages the employment of individuals with disabilities.
- 2.7 Sexual Harassment: The College is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The College thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as College policy by the Board of Trustees. Failure to comply with this policy could result in termination of this contract without advanced notice. Further information regarding this policy is available from Mary Kozicki Lafontaine, Dean of Human Resources, Central Maine Community College, 1250 Turner Street, Auburn, ME 04210, (207) 755-5396.
- 2.8 Smoking Policy: Central Maine Community College must comply with the "Work place Smoking Act of 1985" and MRSA title 22, 1541 et seq, "Smoking Prohibited in Public Places." In compliance with this

law, Central Maine Community College has prohibited smoking on campus. This rule must also apply to all contractors and workers that are on campus. The Contractor shall be responsible for the implementation and enforcement of this requirement.

- 2.9 Parking Regulations and Use of Walkways: Unregistered vehicles on the College campus are subject to a parking violation ticket and/or towing off campus. Contractors are advised that parking regulations are strictly enforced by the City of Auburn police. Towing will be at the Contractor's expense.
- 2.10 Payments: Payment will be upon final acceptance of product and submittal of an invoice to the College, by the Contractor on a net 30 basis unless discount terms are offered.

3.0 PURPOSE AND SCOPE

- 3.1 The purpose of this RFP is: To seek offerings of clinical/occupational experiences for students enrolled in the Physical Fitness Specialist (PHF), Associate in Applied Science degree program; training and conditioning services for collegiate athletic teams; and coordination and oversight of professional services for the campus community (i.e. group fitness classes, individualized programming, fitness center, etc.) for the next three years (Nov. 1, 2020- Oct. 31, 2023) with the option to extend the contract for two additional 1 year terms.
- 3.2 Bids must be itemized and include:
- 1) Statement of the ability of the organization to offer the services as described above;
 - 2) Description of staff available to assist with services as described above;
 - 3) The annual cost to provide the services as described above;
 - 4) At least two professional references that speak to the ability of the organization to conduct this type of work.

Important dates for bidding process:

September 21 st	Bids open
September 28 th	Questions due to Nicholas Hamel
October 1 st	Any questions will be answered by this date
October 5 th	Bids due to Dan Dundore by 1:00PM

Bid will be awarded and notifications to all submissions will be done within one month.