Titusville Area School District

Request for Proposals

Athletic Training Services

03/23/2023

REQUEST FOR PROPOSALS (RFP)
Athletic Training Services

Time and Place of RFP Opening

Proposals will be received **until 2:00 pm on April 5, 2023**, at The Titusville Area School District, 301 E. Spruce Street, Titusville, PA 16354.

1. Intent

The Intent of these specifications is to obtain a NATA Certified Athletic Trainer, the services provided by this trainer would include but not be limited to coverage of practices, pre-game and practice taping/evaluations, competitions/scrimmages and medical assistance services performed in connection with the School District's athletic program for the 2023-2024 school year with the District's option to extend to the 2024-2025 school year.

2. Contract

A draft copy of the Athletic Trainer agreement is attached to this RFP and marked as Attachment #1. This agreement should be used as the basis for submitting your response to this RFP.

3. Vendor Information

A. Vendor Overview

Please provide the following:

i. The name and location of the office that will be serving the District.
ii. A brief description of your business.
iii. The number of years your company has been in business.
iv. The number of personnel employed by your company.

B. References

Please provide three references that we may contact.

3. Returning the RFP

In order for your RFP to be considered complete you must deliver the following to the District by 2:00 pm, April 5, 2023:

1. Vendor Overview
2. Three References
3. The bid form
4. Non-collusive bidding certificate

Bid Form

REQUEST FOR PROPOSALS

Athletic Training Services

Proposal due date: 2:00 pm, April 5, 2023

Proposal must be delivered to the following address:

Titusville Area School District
Attn: RFP for ATS
301 E Spruce Street
Titusville, PA 16354

In accordance with the District's Request for Proposals, the undersigned agrees to provide:

1. Athletic Training Services for School Year 2023-2024 at a cost of $_____.

2. Optional Renewal of Athletic Training Services for school year 2024-2025 at a cost of $_____.

The undersigned is familiar with the conditions surrounding this request for Proposals, is aware that the District reserves the right to reject any and all Proposals, is submitting this Proposal without collusion with any other person, individual or corporation.

_____ _____

Witness **Signature**

_____ _____

Company Name **Printed Name**

_____ _____

Address **Title**

_____ _____

Town State Zip **Date**

_____ _____

Federal ID # **Telephone Number**

_____ _____

Email address **Fax Number**

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid or proposal, the bidder certifies that:

(a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor;

(b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of the bids, or proposals for this project, to any other bidder, competitor or potential competitor;

(c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;

(d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf.

_____
Company Submitting Proposal

_____
Authorized Signature

_____
Title

_____
Date

ATTACHMENT #1

ATHLETIC TRAINER AGREEMENT (Draft):

THIS AGREEMENT ("Agreement") is made this _____day of _____, 2023, by and between, Titusville Area School District, a Pennsylvania School District, located at 301 East Spruce Street, Titusville, PA 16354 (hereinafter referred to as "School District"), and *Company Name* (hereinafter referred to as "Contractor") having its principal office located at *Company Address.*

BACKGROUND:

WHEREAS, the School District desires certain athletic training services, including but not limited to coverage of practices, pre-game and practice taping/evaluations, competitions/scrimmages and medical assistance services performed in connection with the School District's athletic program.

WHEREAS, the Contractor has agreed to perform such services for the School District under terms and conditions as set forth in this Agreement.

WHEREAS, the School District desires to retain and engage Contractor to provide such health care personnel to perform such services and the Contractor agrees to provide personnel to perform such services upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties, intending to be legally bound, and in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

I. DESCRIPTION OF WORK. Contractor agrees to furnish trained health care personnel to perform all services as set forth in Exhibit "A".

II. CONTRACTOR'S DUTIES AND RESPONSIBILITIES. During the term (as defined in Paragraph V. a., below) Contractor shall assign an Athletic Trainer to attend the School District's practices and home athletic events throughout the year. In addition, the Athletic Trainer shall travel to away Varsity football games and selected Varsity playoff events (for which Contractor shall be given advance notice). In the event there are two home athletic events scheduled at the same time, the Athletic Director for the School District will decide and notify the Contractor in advance, which event is to be covered. The Athletic Trainer will be available by cell phone in the event he/she is needed at the other event. The Athletic Trainer will provide services to the School District from August through the last athletic event in June. The Athletic Trainer will participate in athletic physical evaluations throughout the year including those scheduled in July. In the event that the athletic trainer cannot cover due to illness or other event, the contractor agrees to provide a replacement trainer to the District.

III. SCHOOL DISTRICT'S DUTIES AND RESPONSIBILITIES. During the term of this Agreement, the School District shall be responsible for the following:

a. To provide an area to perform services (herein referred to as the Athletic Training Facility).

b. To facilitate communication and flexibility between the School District, its coaches, and the Contractor.
c. To designate the School District's Athletic Director to directly monitor and evaluate compliance of the Contractor.

IV. FEE. Upon the execution of this Agreement by the parties, the School District will pay the Contractor a fee of $_____ for services rendered by the Contractor to the School District pursuant to this Agreement for the period from July 1, 2023 to June 30 2024. *Terms of payment will be negotiated prior to Board approval.*

V. TERM AND TERMINATION.

a. Term. The term of this Agreement shall be from July 1, 2023 through June 30, 2024. The parties agree that this Agreement will terminate on July 1, 2024 unless the one-year option to extend is approved or terminated earlier by either party in accordance with the provisions set forth in Paragraph V.b. of this Agreement.

b. Termination. Notwithstanding anything herein contrary, either party shall have the right to terminate this Agreement, with or without cause, by giving ninety (90) days prior written notice to the other party; and upon expiration of such ninety (90) days notice period, this Agreement shall be terminated and all obligations, duties and responsibilities of the parties shall cease, except for fee adjustments and refunds that may need to be made by the Contractor.

VI. INDEPENDENT CONTRACTOR. It is understood and agreed that the Contractor, in performing the services pursuant to this Agreement, is acting in the capacity of an independent contractor. The Contractor represents and warrants that it and its employees, including, but not limited to the Athletic Trainer, are independent contractors and not employees, agents or partners of the School District. The Contractor shall be solely responsible to pay its own federal, state and local withholding taxes and any and all other payments and payroll-related taxes incurred by the Contractor in the performance of its services pursuant to this Agreement. None of the benefits provided by the School District to its employees, including but not limited to workers' compensation insurance, disability insurance, medical insurance, and unemployment compensation are available from the School District to the Contractor and/or to any and all of Contractor's employees. The Contractor has no authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the School District or to bind the School District in any way whatsoever.

VII. INSURANCE. During the term of this Agreement, the Contractor agrees to carry workers' compensation insurance, malpractice insurance, and professional liability insurance coverage. All such insurance coverage shall be underwritten by insurance companies authorized to do business in the Commonwealth of Pennsylvania. The Contractor shall furnish the School District with copies of such insurance coverage certificates at the time this Agreement is signed by the parties. The amount of professional liability insurance coverage

maintained by the Contractor shall be at least one million dollars per event and three million dollars in the aggregate.

VIII. INDEMNIFICATION. The Contractor agrees to hold harmless, indemnify and defend the School District, its Board members, its officers, its agents and its employees from every claim or demand, which may be made by reason of any injury to any person or property sustained by any person, partnership, corporation, association, proprietorship or other entity caused by any act, neglect, default or omission by the Contractor or of any person, either directly or indirectly, employed by the Contractor upon or in connection with the Contractor's performance under this Agreement.

IX. NOTICE. Any notice required to be given hereunder shall be sufficient if in writing and delivered by hand, by overnight courier, or if sent by certified or registered mail, return receipt requested, to the parties at the following addresses:

Company Name & address

Business Manager
Titusville Area School District
301 East Spruce Street
Titusville, PA 16354

All notices shall be deemed to have been given (a) on the day if hand delivered, (b) on the day following the date given to a nationally recognized overnight courier service or (c) three (3) days following the date deposited with the U.S. Postal Services.

X. REMOVAL OF ATHLETIC TRAINER. The School District reserves the right to require the Contractor to remove an Athletic Trainer for good and sufficient reason.

XI. CLEARANCES. The Athletic Trainer or Athletic Trainers assigned to the School District by the Contractor must furnish all required Clearances, including, but not limited to Act 34, Act 151, and Act 114 Clearances. Furthermore, the Contractor agrees to comply with all of the requirements set forth in the Child Protective Services Law, including Mandated Reporter Training.

XII. ENTIRE AGREEMENT; NO MODIFICATION. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, understandings, representations, warranties and/or covenants, whether written or oral, between the parties regarding the subject matter of this Agreement. This Agreement may not be changed, amended, or modified unless there is a written amendment, which is signed by both parties and attached to this Agreement. This Agreement specifically revokes, cancels, and supersedes all previous Agreements between the parties.

XIII. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Any suit or action filed to enforce or contest any provision of this Agreement, or the obligations imposed shall be brought and prosecuted in a court of competent jurisdiction situated in the Commonwealth of Pennsylvania.

XIV. COMPLIANCE WITH FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT. Both parties agree to comply with the requirements of the Family Educational Rights and Privacy Act (FERPA) and state law with regard to any personally identifiable student information or education records with which Contractor comes into contact with. For the purpose of this Agreement, compliance with FERPA, 20 USC §1232g and 34 C.F.R., Part 99 ("FERPA") means that Contractor agrees that it shall not disclose to any third party any personally identifiable information from an education record as defined by FERPA that Contractor, its agents, employees and/or assigns, creates or receives in the course of providing Services under this Agreement with regard to any student without the prior consent of the student's parent or legal guardian. Contractor agrees that in the event it uses, creates, receives, or accesses personally identifiable information from education records, said use, creation, receipt, or access shall only be for the purposes of providing Services under the Agreement, and not for any other non-school related purposes, including but not limited to, solicitation. Contractor agrees to return all student education records to the School at the termination of this Agreement and to abide by all other School policies with regard to student education and/or medical records.

XV. HIPAA REQUIREMENTS. The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.

TITUSVILLE AREA SCHOOL DISTRICT

By: _____
Stephanie Keebler, Superintendent
Titusville Area School District

Company Name

By: _____
, President/CEO
Company Name

EXHIBIT "A"

To the Agreement by and between Titusville Area School District ("School District") and Company Name ("Contractor")

SERVICES

1. An NATA Certified Athletic Trainer employed by the Contractor will be available to provide training services to the School District on a regularly scheduled basis.

2. The agreed upon services will include evaluation and treatment of injuries sustained by the School District's students during school athletic events and practices, application of first aid and recommendation for exercise or physical measures for minor injuries under the direction, supervision and review of the physicians to be determined by the School District.

3. The Athletic Trainer will be responsible for the training room while there, including opening and closing. The Athletic Trainer will also advise the school on inventory status, requisitioning of supplies (i.e. tape, pre-wrap, etc.) and/or facility management.

4. The Athletic Trainer will keep accurate records of all athletic injuries reported by students of the School District as occurring during school athletic events and practices and all rehabilitation procedures administered by the Athletic Trainer. The Athletic Trainer will also prepare reports on all athletic injuries sustained by students of the School District during athletic events and practices for the nursing and athletic offices and provide such reports to the Athletic Director (in accordance with HIPPA regulations.)

5. In cooperation with the Athletic Director and staff, the Athletic Trainer will develop and distribute to the Athletic Director, Nurse, and Coaches the Emergency Form for Sports and Related Activities produced by the School District.

6. Inspect and take inventory of all team medical kits prior to the beginning of each season and supply medical kits throughout the season.

7. Provide coordination and communication between injured athletes, coaching staff, and team or family physician.

8. The Athletic Trainer shall report directly to the Athletic Director and in his/her absence the Titusville High School Principal.

9. The Athletic Trainer may be requested to speak at educational programs of the School District.

10. The Athletic Trainer may be required to assist the team physicians with athletic physicals given prior to each sport season.