
1432 N. Andover Rd., Andover, KS 67002



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May 5, 2020

REQUEST FOR PROPOSAL FOR ATHLETIC TRAINER SERVICES

Andover Public School District USD 385 will accept proposals for athletic trainer services as described in the attached request. Qualified organizations (Respondent) are invited to submit a proposal as described herein.

PROPOSALS / BIDS SHALL BE LABELED
"Athletic Trainer Services"

AND MAILED OR EMAILED TO:

Andover Public Schools
1432 N. Andover Rd.
Andover, KS 67002
bids@usd385.org

QUESTIONS MAY BE DIRECTED TO:

Dr. Russell Miller, Assistant Superintendent for Human Resources
Phone: 316-218-4661
Email: millerr@usd385.org

PROPOSALS / BIDS MUST BE RECEIVED BY:

Friday, May 29, 2020 @ 4:00 p.m.

SCOPE OF ATHLETIC TRAINER SERVICES REQUESTED

Responsibilities: The duties and responsibilities undertaken by the vendor/athletic trainer shall include:

- A. To designate one (1) Certified Athletic Trainer (ATC) per high school, to coordinate services for the student athletes at each high school, including the following: to evaluate injuries, make recommendations for rehabilitation, and make referrals to appropriate healthcare providers for more serious athletic injuries of student athletes. Services will be provided up to four (4) hours per day when practices are being held Monday-Friday when school is in session, for practices on Saturday mornings during the fall season, and for practices on weekends and other days when school is not in session as determined by the school Athletic Director(s). An ATC will be onsite during all pre-season high-school football practices. In addition, an ATC will be present during all “home” varsity basketball, football, soccer, wrestling, volleyball, baseball, softball, and track athletic events and “away” varsity football events. The ATC will be on site at home tournaments or multi-team events, varsity and non-varsity as determined by the Athletic Director(s). An ATC will be onsite at all league, regional/sub-state, and state championship events hosted by contracted schools.
- B. To provide malpractice liability insurance covering Certified Athletic Trainers for services provided within the scope of their duties and responsibilities.
- C. To provide immunization records for all Certified Athletic Trainers working with students, including negative tuberculin testing within the past 12 months.
- D. To understand that specialty bracing will be billed to the athlete’s private insurance.
- E. To monitor the Services provided by each Certified Athletic Trainer, which monitoring shall include:
 - 1. Maintaining records of all evaluations and services provided to individual High-School Athletes;
 - 2. Consultation with the coaching staff of the High School as to the nature of injuries;
 - 3. Consultation with parents of injured athletes when necessary; and/or
 - 4. Consultation with the family physician of injured athletes when as necessary.
- F. To maintain in a private and confidential manner, in accordance with the Privacy Notice, the Protected Health Information (“PHI”) of High-School Athletes as may be discovered during the course of providing the Services.
- G. In conjunction with school coaches, review and/or develop emergency action plans for all practices and game sites at the schools
- H. To assist in the development of a Sports Medicine “Team”.
- I. To coordinate with the school athletic director regarding inclement weather.
- J. To advise coaches of flexibility, strengthening and conditioning programs to help prevent injuries and optimize athletic performance.
- K. To provide ATC to assist with summer physical nights, under the direction of local physicians, at least two times each year between June 1st and August 31st.
- L. If requested by the athletic director, ATC would be available to teach Sports Safety Training or provide other education related to athletic injuries to the coaching staff of the high school(s), up to 4 hrs. per year at each school (Maximum of 8 hrs. annually for the district if services were provided for both high schools).
- M. Nothing in this contract shall be construed to require Andover USD 385 to refer students to utilize a specific company for patient services. The parties intend to comply with Anti-Kickback Statute, the Stark Law, and any other federal or state law provision governing fraud and abuse or self-referrals under the Medicare or Medicaid programs, as such provisions may be amended from time to time.

Optional Responsibilities: additional duties and responsibilities undertaken by the vendor/athletic trainer shall include, in addition to the duties and responsibilities above:

- N. To designate one (1) Certified Athletic Trainer (ATC) for both middle schools (Andover Central Middle School and Andover Middle School), to coordinate services for the student athletes middle school, including the following: to evaluate injuries, make recommendations for rehabilitation, and make referrals to appropriate healthcare providers for more serious athletic injuries (collectively, the “Services”) of Andover Central Middle School (ACMS) and Andover Middle School (AMS) student athletes. An ATC will be onsite during all home middle school football games, currently projected as 7 home games.

STATEMENT OF TERMS AND CONDITIONS

The Andover Public School District reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal deemed most advantageous to the District.

REVIEW PROCESS

Following the submittal deadline, the proposals will be thoroughly reviewed. Vendors shall be evaluated according to their response to the Request for Proposal. The District reserves the right to extend any evaluation period beyond the specified RFP timeline.

QUALIFICATIONS/PROPOSAL

The following information shall be included in the proposal:

A. Basic Information:

Name of company

The history, size and organization of the company

Direct mailing address & contact information

B. Name and title of a single point of contact for billing questions.

C. Name and title of single point of contact for service questions.

D. Summary of proposer’s qualifications, certifications, and other information vendor feels is pertinent to consideration of the proposal.

E. **Official pricing response – required.** Vendor may elect to provide responses for all of the following options, or to select some of the following to quote. Vendor is requested to submit pricing in the following manner:

- Fees for athletic training services at Andover Central High School only – 2 yr. contract term
- Fees for athletic training services at Andover Central High School only – 3 yr. contract term
- Fees for athletic training services at Andover High School only – 2 yr. contract term
- Fees for athletic training services at Andover High School only – 3 yr. contract term
- Fees for athletic training services at both Andover Central High School & Andover High School – 2 yr. contract term
- Fees for athletic training services at both Andover Central High School & Andover High School – 3 yr. contract term

F. **Official pricing response – optional.** Vendor may elect to provide responses for all of the following options, or to select some of the following to quote. Pricing and structure should be independent of the information submitted under paragraph (E) above. Vendor is requested to submit pricing in the following manner:

- Fees for athletic training services at Andover Central Middle School – 2 yr. contract term (home football games only)
- Fees for athletic training services at Andover Central Middle School – 3 yr. contract term (home football games only)
- Fees for athletic training services at Andover Middle School – 2 yr. contract term (home football games only)
- Fees for athletic training services at Andover Middle School – 3 yr. contract term (home football games only)
- Fees for athletic training services at both Andover Central Middle School & Andover Middle School – 2 yr. contract term (home football games only)
- Fees for athletic training services at both Andover Central Middle School & Andover Middle School – 3 yr. contract term (home football games only)

G. Proposal must include options for adjustments to service provisions, i.e. proration or refunds on advance payments, which are necessary due to unexpected school closures that in turn affect the delivery of expected services.

H. Sample Agreement/Copy of the formal agreement you may recommend between your company and the District. Agreement must incorporate provisions found in the State of Kansas Department of Administration's Form DA-146a, *Contractual Provisions Attachment*, either within the language of the agreement or by attaching the DA-146a thereto (copy included with this notice).

SUBMITTING A RESPONSE

In submitting a proposal, the Respondent agrees to provide the services outlined in the proposal according to the fee structure enumerated in the same proposal. The successful Respondent will provide a Letter of Engagement for District approval, which enumerate the terms of the agreement.

The District reserves the right to terminate the relationship with the Respondents at any time and for any reason.

The response shall follow the outline above and be concise. Failure to follow instructions may nullify the response from consideration. To be considered for selection, respondents should clearly limit responses to the specific criteria in the order listed. No joint responses (proposals) will be accepted by the District.

The deadline for submitting the response shall be in accordance with the notice. Proposals received after this date and time will not be considered.

SELECTION CRITERIA

Proposals will be evaluated to determine which proposal(s) best meets the needs of the District. Evaluation considerations may include the following: prior experience, qualifications and ability to provide the services in a quality manner, responsiveness of the written proposal, and fees.

TERMINATION:

Subject to the provisions below, any contract derived from this Request For Services Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the District until said work or services are completed and accepted.

(a) TERMINATION FOR CONVENIENCE

In the event that the contract is terminated or cancelled upon request and for the convenience of the District, without the required thirty (30) days advance written notice, then the District shall negotiate reasonable termination costs, if applicable.

(b) TERMINATION FOR CAUSE

Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

(c) TERMINATION DUE TO UNAVAILABILITY OF FUNDS

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12 as revised for School Districts), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the District, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, District may terminate this agreement at the end of its current fiscal year. District agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided District under the contract. District will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by District, title to any such equipment shall revert to contractor at the end of the District's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the District or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the District is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the District or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the District and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the District or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The District and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The District and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the District to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.