Athletic Training Services

Request for Proposals

Released: May 5, 2020
Respond by: May 15, 2020
# Table of Contents

- Request for Proposals..............................................Page 3
- About Pittsburgh Public Schools..............................Page 4
- Scope of Work......................................................Page 4
- Partnership Proposal Outline.................................Page 5
- Proposal Submission..............................................Page 6
- Cost of RFP and Associated Responses......................Page 6
- Right to Clarification and Additional Research..........Page 6
- Evaluation Criteria and Selection Process...............Page 6
- Timeline............................................................Page 7
- General Terms and Conditions..............................Page 7
- Appendix 1.........................................................Page 11
Athletic Training Services
Request for Proposals (RFP)

Pittsburgh Public Schools is now accepting proposals a 3-year contract for Athletic Training Services for Interscholastic Athletics.

Proposal Submission and Deadline
All proposals must be submitted electronically to Karen Arnold, Director Interscholastic Athletics, at karnold1@pghschools.org by 5:00PM EST on May 15, 2020 with “Athletic Training Services Proposal” as the subject line. Proposals, including any/all attachments and cover letter, should be submitted as a single PDF document not to exceed 25 pages.

Proposals should be submitted in accordance with the proposal outline detailed in this RFP.

Pittsburgh Public Schools reserves the right to reject any and all proposals, waive irregularities, and to select the proposal that is evaluated as most advantageous to the school district.

Late proposals will not be accepted. Proposals submitted via hard copy or fax will not be accepted.

Questions
All inquiries regarding this RFP must be made in writing to Karen Arnold at karnold1@pghschools.org. Any verbal outreach will be directed to submit inquiries in writing via email.
About Pittsburgh Public Schools
Pittsburgh Public Schools (PPS) offers a wide variety of educational options and offerings for our diverse student body. We aim to provide options that not only match our students’ passions and unique needs, but also help to prepare them for the real world through diverse experiences.

As the largest of 43 school districts in Allegheny County and second largest in Pennsylvania, PPS serves approximately 23,000 students in Kindergarten through Grade 12 in 54 schools. In addition, Early Childhood programs serve 1,614 three and four year-olds in classrooms across the city.

PPS is seeking the following when selecting Athletic Training Services

- 7 Certified Athletic Trainers for PPS high schools who will:
  - Attend practices based on mutually agreed upon schedule – See Appendix 1
  - Attend PIAA sanctioned home events based on mutually agreed upon schedule
    - Must have one trainer at all home and away varsity football games
  - Support all sports, including sports added during the length of this contract
  - Attend PIAA sanctioned playoff events
  - Provide appropriate clearances (child, criminal, FBI)
- Ability to provide support/coordination for completing neurocognitive baseline and follow up (as needed) testing for each sports season for approximately 2000 students in a year.
- Ability to provide support/coordinate mandatory wrestling weight certification process as designated by NFHS/PIAA.
- Ability to provide support for pre-participation examination process.
- Pre-season support for high school athletes
- 1 doctor attending all varsity football games at Cupples Stadium and other events as agreed upon.
Any other services/products that the business believes would enhance the athletic program in the Pittsburgh Public Schools.

### Partnership Proposal Outline –

1. **Cover Letter:** Provide the name, job title, mailing address, email address, and telephone number of the representative submitting the proposal on behalf of business. The cover letter must be signed by an authorized officer of the business.

2. **Introduction:** Provide an overview to your business and its qualifications as they relate to this RFP.

3. **PPS Understanding:** Please describe how your business will work to support the athletic programs in Pittsburgh Public Schools and your commitment to sustaining this support over the length of the contract and what would be required, in general and/or specifically from PPS, to ensure the contract.

4. **Non-Discrimination Policy Information:**
   - Describe your business’s non-discrimination policy.
   - Describe your business’s equal opportunity employment and/or employee non-discrimination policy.
   - Has your firm or any of its employees, or anyone acting on its behalf, ever been convicted of any crime or offense arising directly or indirectly from the conduct of your firm’s business or have any of your firm’s officers, directors or persons exercising substantial policy discretion ever been convicted of any crime or offense involving financial misconduct or fraud? If so, please describe any such convictions and surrounding circumstances in detail.
   - Has your firm, or any of its employees, or anyone acting on its behalf, been indicted or otherwise charged in connection with any criminal matter rising directly or indirectly from the conduct of your firm’s business which is still pending or have any of your firm’s officers, directors or persons exercising substantial policy discretion been indicted or otherwise charged in connection with any criminal matter involving financial misconduct or fraud which is still pending? If so, please describe any such indictments and surrounding circumstances in detail.
   - Please describe (i) any material financial relationships that your firm or any firm employee has with any financial advisory firms, investment banks or law firms or other persons or entities that may create a conflict of interest in acting as a contractor with the District; (ii) any family relationship that any employee of your firm has with any public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as a contractor with the District and (iii) any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a contractor with the District. Please describe any procedures your firm either has adopted, or would adopt, to assure the District that a conflict of interest would not exist for your firm in the future.

5. **Athletic Training Support Team:** Identify all personnel who will be supporting the partnership with PPS. List the person’s name, title, an overview of their qualifications and a brief summary of how their
role will support or be involved with the contract with the District. Specifically, identify the individual who will be the District’s single point of contact for the partnership agreement.

Proposal Submission
All proposals must be submitted electronically to Karen Arnold, Director of Interscholastic Athletics, at karnold1@pghschools.org by 5:00PM EST on May 15, 2020, with “Athletic Training Service Proposal” as the subject line. Late proposals will not be accepted. Proposals, including any/all attachments and cover letter, should be submitted as a single PDF document not to exceed 25 pages. Proposals submitted via hard copy or fax will not be accepted.

Proposals should be submitted in accordance with the proposal outline detailed in this RFP. The District reserves the right to select a proposal in its entirety or some portions thereof. Furthermore, the District reserves the right to reject any and all proposals and to waive irregularities. Responses should be organized so that the specific requests for information each begin on a new page.

Cost of RFP and Associated Responses
Please break down the cost of the services by year. The District has historically budgeted approximately $110,000 per year for these services. We are unlikely to consider proposals that significantly exceed that cost.

Right to Clarification and Additional Research
The District reserves the right to obtain clarification of any point in a business’s proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a business to respond to such a request for additional information or clarification could result in rejection of the proposal. The District may obtain information from any legal source for the clarification of any proposal or for information on any business including, but not limited to, police files, insurance files, agency files, credit bureaus, and/or professional organizations. The District shall not be required to inform the business of any intent to perform additional research in this respect or of any information thereby received.

Evaluation Criteria and Selection Process
An evaluation committee will review proposals. The role of the evaluation committee is to evaluate the proposals submitted and make a recommendation of partnership. The contract is subject to approval by the Board of Directors and will be awarded to a business whose proposal best meets the needs of the District as it relates to having world class high school athletic training services, based upon the evaluation criteria specified below.

While the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of approval of proposal. Rather, the total scores will guide the District in making an intelligent decision based upon the evaluation criteria. The District anticipates selecting the athletic training services based on the following criteria:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Presentation of Proposal</td>
<td>5%</td>
</tr>
<tr>
<td>Experience and Qualifications</td>
<td>20%</td>
</tr>
</tbody>
</table>

The Pittsburgh Public Schools (PPS) does not discriminate on the basis of race, color, age, creed, religion, gender (including gender identity or expression), sexual orientation, ancestry, national origin, marital status, pregnancy or disability in its programs, activities, career and technical education programs or employment and provides equal access to the Boy Scouts and other designated youth groups. It is the policy of the Pittsburgh School District to make all services, programs and activities available and to provide reasonable accommodations to persons with disabilities. Please make requests for accommodations at least 72 hours before the scheduled event. For more information regarding accommodations, civil rights grievance procedures, please contact Employee Relations, Office of Human Resources, 341 S. Bellefield Ave, Pittsburgh, PA 15213 or 412-529-HELP (4357). Updated 11/18/19
Athletic Training Services
Request for Proposals

Project Approach and Coordination  50%
Cost  25%

Timeline
The Pittsburgh Public Schools is requesting proposals from businesses to serve as a partner in athletic training services for the District. Selection of partner will be made based on the proposals submitted. A timetable for selection process is provided below:

- RFP Issued: May 5, 2020
- Proposals Due: May 15, 2020, 5:00PM EST
- Legislative Approval by Board of Directors: May 24, 2020

General Terms and Conditions

1. **Contract**: Proposer agrees that if approved to provide engaging activities hereinafter described (“Activities”), Proposer shall enter into a written contract with the District prior to rendering any services. In the event Proposer fails to enter into such contract, Proposer’s approval for award will be revoked by the District. The contract may include the terms and conditions contained herein and any additional terms and conditions agreed upon by the parties. Proposer may submit a copy of its form of contract for review and consideration by the District Solicitor.

2. **Term of Contract**: The term of the contract shall be on or about July 1, 2020 until on or about June 30, 2023.

3. **Standards of Performance**: Proposer shall retain and utilize sufficient staff to devote a reasonable amount of time, attention, knowledge and professional ability, as necessary, to perform all services effectively, efficiently and consistent with the best interests of the District and to the satisfaction of the Project Manager. **Proposer shall use effective engagement strategies and facilitate activities in the most cost-effective manner consistent with the best interests of the District.**

4. **Non-appropriation**: Expenditures not appropriated by the District in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the Board for performance under the contract, the Board shall notify Proposer and the Contract shall terminate on the last day of the fiscal period for which funds were appropriated.

5. **Favored Nation**: Proposer shall furnish services to the District at a rate no greater than that charged to other public sector entities. If Proposer overcharges, in addition to all other remedies, the District is entitled to a refund in the amount of the overcharge. The District has the right to offset any...
overcharge against any amounts due to Proposer under this or any other agreement between Proposer and the District, and the right to declare Proposer in default under the contract.

6. **Document Retention**: Proposer shall furnish the District with such information as may be requested relative to the progress, execution, and costs of the project implementation. Proposer shall maintain all records, correspondence, receipts, vouchers, subcontractor agreements, memoranda, and other data relating to the services under the contract. All records referenced above shall be retained for three years after completion of the Scope of Work.

7. **Insurance**: Proposer shall procure and maintain insurance for all operations under the contract. All insurers shall be licensed by the Commonwealth of Pennsylvania. Proposer will provide an appropriate certificate of insurance upon the signing of the contract reflecting these limits with a carrier licensed and authorized to do business in the Commonwealth of Pennsylvania naming the School District of Pittsburgh as an additional insured. Minimum insurance requirements are:

Provider shall maintain a minimum of $1,000,000.00 of General Liability insurance coverage and additional insurance coverage as follows:

a. **Workers Compensation and Employers Liability**:
   1. **Workers Compensation**: Statutory Limits
   2. **Employers Liability**: $100,000 Each Accident - Bodily Injury by Accident; $100,000 Each Employee - Bodily Injury by Disease; and $500,000 Policy Limit – Bodily Injury or Disease.
   3. **Other States coverage and Endorsement**.

b. **Umbrella Liability**: $1,000,000 per occurrence combined single limit for bodily injury (including death), property damage liability, professional liability, automobile liability and Employer’s Liability excess of the underlying primary policies.

c. **Additional Insured Status**: The District will be added as an additional insured for the General Liability and Umbrella Liability policies under a Blanket Additional Insured Endorsement on the referenced policies.

8. **Termination**:

a. **Termination for Convenience**: The District reserves the right to terminate the contract upon 30 calendar days written notice if, at any time, the District deems the services being provided are no longer in its best interests.

b. **Termination for Default**: Events of default include, but are not limited to, the following:
   1. Any material misrepresentation by Proposer in the securing of the contract or performance of services.
   2. Breach of any agreement, representation, or assurance made by Proposer in the contract.
   3. Failure of Proposer to perform in accordance with or comply with the terms and conditions of the contract, including, but not limited to, the following:
      - Any action or failure to act which involves the safety and/or welfare of the District students or staff;
• Failure to provide any portion of the Activities herein at the agreed upon time for performance and in the agreed upon manner;
• Failure to perform the Activities with sufficient personnel and materials;
• Failure to perform the Activities as a result of insolvency, bankruptcy or assignment for the benefit of creditors;
• Failure to perform the Activities in a manner satisfactory to the District;
• Failure to re-perform previously incomplete and/or unsatisfactory services within a reasonable time period;
• Failure to comply with any term of the contract, including but not limited to, the provisions concerning non-discrimination, and any other acts specifically and expressly stated in the contract.

4. Default by Proposer under any other agreement Proposer may have with the District.
5. Assignment by Proposer for the benefit of creditors or consent by Proposer of any petition or proceeding under any bankruptcy, insolvency, or similar law.

C. Remedies: The District may invoke any or all remedies available at law or in equity. Specific remedies may be set forth in the final contract.

D. Turnover of Documents and Records: After termination or expiration of the contract, Proposer shall turn over, within three days of request, all materials, supplies, equipment owned or purchased by the District, completed or partially completed work analyses, data, computer disks, documents, and any other information related to the Scope of Work and any associated District work.

9. Confidential Information, Dissemination of Information, Survival:

A. Confidential Information: While preparing for and/or delivering Activities, Proposer will have access to or receive confidential information that is not generally known to others. Proposer agrees not to use or disclose any confidential information or any records, reports or documents prepared as a result of the contract without prior written consent of the Board or its designee. The proposer agrees to execute any additional confidentiality agreements that may be necessary for performance under this Agreement.

B. Dissemination of Information: Proposer shall not issue publicity news releases or grant press interviews, without prior notice and approval of the District through the Office of Public Information. Proposer shall immediately give notice to the District and its Solicitor if presented with a Right to Know Law request for documents, records, and data or work products.

C. Survival: The provisions of this paragraph shall survive the termination or expiration of the contract.

10. Intellectual Property:

A. Copyright: The District reserves copyright in all written and electronic materials developed by the District or Provider on behalf of the District as part of this Agreement. District materials may not be copied or otherwise reproduced without the express written permission of the District. Contractor shall retain all right, title, and interest in and to its pre-existing property, including without limitation, all artwork, illustrations, graphic designs, data, files, designs, concepts,
copyrights, trademarks, and other intellectual property, previously developed and created by Contractor.

b. **Trademark and Trade Name**: This Agreement does not give Provider any ownership rights or interest in District trade names or trademarks.

c. **Use of Name**: Provider shall request permission from the District prior to using the District trade names or trademarks in any report or publication unless otherwise provided for in this Agreement.

d. **Ownership**: No work product, report, or other materials produced under the contract may be used by the Proposer in any other matter without the express written consent of the District through the Solicitor and the use of the name of the District of Pittsburgh in any other matter may not be used for reporting or promotional purposes without identical consent. All of the foregoing items shall be promptly delivered to the Board upon demand at any time and at expiration or termination of the contract. If any of the aforementioned items are lost or destroyed while in the Proposer’s possession, they will be replaced or restored at Proposer’s expense.
Appendix 1

HS Athletic Teams – Not all teams are supported at all schools

- FALL SPORTS
  - Football (Varsity and JV)
  - Girls’ Volleyball (Varsity and JV)
  - Co-Ed Cross Country (Varsity and JV)
  - Co-Ed Golf (Varsity only)
  - Field Hockey (Varsity only – Allderdice HS)
  - Boys and Girls’ Soccer (Varsity and VJ)
  - Girls’ Tennis (Varsity only)
- WINTER SPORTS
  - Boys’ and Girls’ Basketball (Varsity and JV)
  - Wrestling (Varsity only)
  - Boys’ and Girls Swimming (Varsity only)
- SPRING SPORTS
  - Baseball (Varsity and JV)
  - Softball (Varsity and JV)
  - Boys’ Volleyball (Varsity and JV)
  - Boys’ and Girls Lacrosse (Varsity only – Allderdice HS)
  - Boys’ Tennis (Varsity only)
  - Boys’ and Girls’ Track (Varsity only)

HIGH SCHOOLS IN PITTSBURGH PUBLIC SCHOOLS

- Pittsburgh Allderdice High School
- Pittsburgh Brashear High School
- Pittsburgh CAPA 6-12 – Only has cross country and track teams
- Pittsburgh Carrick High School
- Pittsburgh Perry High School
- Pittsburgh Obama 6 – 12
  - Has a cooperative sponsorship with Pittsburgh Sci-Tech 6-12 and Pittsburgh University Prep 6-12
- Pittsburgh Westinghouse 6 - 12

TYPICAL PRACTICE SCHEDULE

- Weekday practices are typically after the school ends for approximately 2 – 2.5 hours. Some schools end at different times but typically end between 3pm and 4pm.
- Weekend practices are typically only on Saturdays and are based on gym availability and permitting permissions granted by the District.