



STATE OF DELAWARE
Brandywine School District
953100

October 11, 2017

ISSUED BY: Jason Hale
Chief Financial Officer
302-793-5045

SUBJECT: **AWARD NOTICE**
CONTRACT NO. BSD17111-ATHLETIC
Athletic Training Services

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KEY CONTRACT INFORMATION

1. CONTRACT PERIOD

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Each contractor's contract shall be valid for a three (3) year period from July 17, 2017 to July 17, 2020. Each contract may be renewed for three (3) one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

2. VENDORS

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ATI Physical Therapy
1788 Wilmington Pike
Glen Mills, PA 19342-8181
Phone: 302-793-1800
Fax: 302-793-0400
Email: lisa.boyer@atipt.com
FSF: 0000006001

Pivot Athletic Training LLC
501 Fairmount Avenue, Suite 302
Towson, MD 21286
Phone: 410-401-5200
Fax: 410-885-4628
northwilmington@pivotphysicaltherapy.com
FSF: 0000305454

3. SHIPPING TERMS

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F.O.B. destination; freight pre-paid.

4. DELIVERY AND PICKUP

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N/A

5. PRICING

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Prices will remain firm for the term of the contract year.

ATI Physical Therapy	\$25 per hour of service per athletic trainer
Pivot Athletic Training	\$19.44 per hour of service per athletic trainer Based on request for 9 months (40 week) contract

ADDITIONAL TERMS AND CONDITIONS

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6. BILLING

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

7. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

8. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Brandywine School District to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

9. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

10. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **BSD17111-ATHLETIC** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

11. REQUIREMENTS

In compliance with the protocol and guidelines established by the National Athletic Trainers Association (NATA) and the State of Delaware regulations & Licensing- Athletic Trainers, contracted on-site Athletic Training must meet the following needs of the District:

1. To provide professional athletic training services with the paramount objective of enabling BSD athletes to play up to their full potential.
2. To provide a NATA certified athletic trainer (AT) who is licensed in the State of Delaware for the 9 months of the athletic year. They will be available to provide athletic training services to the Schools not to exceed 30 hours.
3. All services will be provided at the schools with the exception of those requiring equipment or therapeutic modalities unavailable at the school.
4. The hours for the AT shall be determined by the Athletic Director on an as needed basis for game coverage and for injury evaluations. The AT will be available to coaches and athletes prior to a game and will remain after game coverage for a reasonable length of time in accordance to the needs of the players and staff.

5. The primary responsibility of the AT is to attend home athletic events throughout the school year and all football games. The AT will travel to away games and or selected tournament play at the request of the Athletic Director.

6. All services will be provided at the direction of the BSD Athletic Director. The services will include evaluation and treatment of injuries, application of first aid and recommendation of exercise or physical measures for minor injuries.

7. The AT will be responsible for the training room while on site, including opening and closing. The AT will inspect and take inventory of all team medical kits, advise the school on inventory status, requisitioning of supplies (i.e., tape, re-wrap, etc.) and/or facility management.

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

12. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

15. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.