

COUNTY OF YORK, VIRGINIA
REQUEST FOR PROPOSALS

RFP

Issue Date: October 24, 2016

RFP #: 2014

Title: Athletic Trainers For Four High Schools: Annual Contract

Classification Code: 96208

Issuing Agency:

County of York, Virginia
Central Purchasing
120 Alexander Hamilton Boulevard/P.O. Box 532
Yorktown, Virginia 23690

Using Agency And/Or Location

County School Board of York County, Virginia

Where Work Will Be Performed:

302 Dare Road
Yorktown, Virginia 23692

Sealed Proposals Will Be Received Until **3:00 p.m. on Monday, November 21, 2016** At Which Time They Shall be Opened. **NOTE: Five (5) copies of your proposal are required.**

All Inquiries For Information Should Be Directed To: Janet Haney, Management Analyst, Telephone: (757) 890-3680; janet.haney@yorkcounty.gov.

For Technical Information Contact Dr. Catherine Jones, Director of School Administration; Telephone (757) 898-0300.

SEND PROPOSALS DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

In Compliance With This Request For Proposals, The Undersigned Offers To Provide The Requested Service(s) Shown in the Attached/Enclosed (A signed Letter of Transmittal may be substituted for this cover page).

Name and Address of Firm:

Date: _____

By: _____

Print in Ink

Signature in Ink

Title: _____

Federal Tax ID#: _____

Telephone No.: () _____

Facsimile No.: () _____

1.0 PURPOSE:

It is the express intent of this formal Request For Proposals (RFP) to acquire one or more fully qualified, bonded and licensed Athletic Trainer companies, (hereinafter “Contractor(s)”), to enter into a service contract to provide licensed Athletic Trainer services, (hereinafter “services”), for the high school athletic teams at the four high schools of the County School Board of York County, Virginia, (hereinafter “Owner”), as per the Scope of Work, Specifications, and Terms and Conditions contained herein. Generally, the services required shall include direct services to student athletes in providing preventive injury services at practices and games/matches as well as associated duties at practices and athletic events in working with student athletes who require “first-stop” assistance when injured as more specifically detailed in Section 2.0 – Scope of Work.

2.0 SCOPE OF WORK:

- 2.1 The Contractor(s) shall provide services at athletic events, and at practices that are delineated under the guidelines of the Virginia High School League, Inc., hereinafter known as “VHSL” at the Owner’s four high schools: Bruton, Grafton, Tabb, and York. Athletic practices begin as allowed by the VHSL (following the summer dead period). This is generally the first full week of July, and continue until and including Labor Day and then during the school year on normally scheduled school days from approximately 2:30 p.m. until, generally, 8:00 p.m. during athletic seasons. The fall season begins, generally, on or about July 30th and continues to, generally, November 7th; the winter season begins, generally, on or about November 7th and continues to, generally, February 20th; and the spring season begins, generally, on or about February 20th and continues to, generally, June 9th. Varsity athletic teams include: varsity football, field hockey, boys and girls basketball, cross country, golf, girls volleyball, boys and girls wrestling, cheerleading, indoor track, girls softball, boys and girls track, baseball, boys and girls soccer, boys and girls swimming, and boys and girls tennis. Junior Varsity, (hereinafter “JV”), athletic teams include; football, boys and girls basketball, girls field hockey, wrestling, girls volleyball, baseball, girls softball, cheerleading, boys and girls soccer. The Contractor shall provide services for all junior varsity and varsity home events and for all varsity home and away football games.
- 2.2 The Contractor(s) shall complete athletic training evaluations for student-athletes on a timely basis and provide the necessary and associated athletic trainer duties in servicing those athletes (including, without limitation, taping, icing, whirlpool treatments, dehydration prevention, concussion education, direction and advice in helping the student-athlete cope with injury, as well as advice in helping the student-athlete be proactive in avoiding injury).
- 2.3 The Contractor(s) shall make up training sessions missed from absences.
- 2.4 The Contractor(s) shall work the same days and hours that the athletic teams will practice and participate in scheduled athletic events as approved by the VHSL. The practice and game schedule will be provided by the athletic director at each of the four high schools.

- 2.5 The Contractor(s) shall have their own transportation.
- 2.6 The Contractor(s) shall provide oral and/or written evaluations on student injury to specific coaches and/or the athletic director in a timely manner.
- 2.7 Licenses:
The Contractor(s) shall be licensed as a Certified Athletic Trainer or equivalent in accordance with Virginia requirements or VHSL requirements for these services.
- 2.8 Contract Term:
The initial contract will be issued for a term of one (1) year beginning July 15, 2017. The contract may be renewed annually for up to four (4) additional one (1) year periods, with the mutual consent of both parties, with reasonable increases in the contract amount(s) in accordance with Section 6.11 below. If at any time during the term of the contract the Contractor fails to provide the services or the Contractor is not meeting the expectations of the contract, the Owner reserves the option to end the contract in accordance with Section 7.8 below.
- 2.9 The Contractor shall provide physicians and certified Athletic Trainers to provide physicals to students at each high school at least one time per season.
- 3.0 PROPOSAL INSTRUCTIONS:
The following list is provided to assist Offerors in preparing their proposals for this RFP. This list is not intended to be an all-inclusive list of items to be submitted. All Offerors should familiarize themselves with all RFP documents. ALL OFFERORS ARE REQUIRED TO PROVIDE THE FOLLOWING INFORMATION (Five (5) copies are required).

Letter of Submittal:

This letter should be listed as the first page of the proposal and should be signed by the individual authorized to sign on behalf of the proposing firm.

Section 1: Understanding of the Problem/Services to be Provided:

State the Offeror's understanding of the intention as described in the scope of work of this RFP. Merely repeating the statements listed in this RFP is unresponsive.

Section 2: Offeror's profile to include:

Corporate Name and Address	List the Offeror's full corporate or partnership name and address.
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Local or Regional Office	If different, list the Offeror's local office which would be responsible for providing the trainers and working directly with the Owner.
Product/Service Offerings	Briefly (1-2 paragraphs) describe the Offeror's product/service offerings and all lines of business.

Section 3: Proposal:

Provide a detailed description of how your firm proposes to provide Athletic Trainer Services to the four high schools including the number of hours per week being proposed, and the commitment to getting the job responsibilities completed given the inconsistency in work requirements from week-to-week.

Provide the qualifications of the person(s) who would be provided to work with Owner along with attached Resume(s). Address absences from work including extended absences due to crisis situations. Include the proposed cost to the Owner for the service and the manner in which payment would be expected.

Provide proposal for full athletic-trainer services at all four high schools to include summer practices (August), all season practices (fall, winter, spring) during the regularly scheduled school year, and services for all junior varsity and varsity home events and for all varsity home and away football games.

Section 4: Qualifications:

Submit documentation of licensure for the person(s) proposed. Upon awarding a contract, evidence of a criminal background, a Child Protective Services check, and a tuberculosis test must be provided to the Owner.

Section 5: Cost:

Submit a Cost Summary Sheet with your proposal. Cost should reflect a yearly amount for the services to be paid to the Contractor in four (4) equal installments between July 1, 2017 and June 30, 2018.

4.0 EVALUATIVE CRITERIA:

The following criteria will be used in evaluating the responses to this RFP:

- 4.1 Compliance with RFP requirements and the completeness and professional quality of proposal submitted.

- 4.2 Quality and suitability of the person (s) proposed to provide the service, including experience providing athletic-trainer services in school settings during practices and games, training related to providing services to student-athletes, and experience with such services.
- 4.3 Offeror's ability to provide an alternative professional in the event of unacceptable services or an extended absence.
- 4.4 References for the professionals being proposed to provide the services.
- 4.5 Cost.
- 5.0 INFORMATION FOR OFFERORS:
- 5.1 Each Offeror must prepare a proposal that follows the format as described in this RFP. All pages of the response must be numbered. Each item in the RFP must be addressed.
- 5.2 Each Offeror must respond to all items in this RFP as thoroughly as possible. Unclear or ambiguous statements such as "all reasonable effort to provide," without limitation, must be avoided. Failure to address any of the requirements set forth in this RFP may be grounds for rejection of an Offeror's response.
- 5.3 Inability to meet any specified requirements must be so stated and thoroughly explained.
- 5.4 Each proposal shall be signed by an authorized representative of the Offeror. Additionally, it should include the name(s) of individual(s) who is/are authorized to negotiate with the Owner. Obligations assumed by such signature must be fulfilled.
- 5.5 Award will be made to the most responsible and responsive Offeror with whom a successful contract is negotiated as determined under the procedures set forth under "Award of Contract", Section 6.15 below.
- 5.6 Acceptance of a proposal by the Owner is not an order to proceed.
- 5.7 Verify your proposals before submission as they cannot be withdrawn or corrected after being opened. If you do not offer, return the cover sheet and state reason. Otherwise your name may be removed from our mailing list.
- 5.8 Failure to follow the prescribed format may result in the proposal being out of compliance with these specifications and, therefore, may be deemed non-responsive.
- 5.9 Offerors should make every attempt to use terminology in their proposal that is common to the industry and the Owner. Comparable terminology may be substituted, where appropriate, if the Offeror provides clear and concise definitions.

- 5.10 Offerors shall include a recent financial statement with the proposal.
- 5.11 The Owner will not be liable for any costs incurred in the preparation and presentation of the proposal.
- 5.12 Any material submitted by the Offeror that is considered confidential or proprietary in nature must be clearly marked as such.
- 5.13 All prices as provided in a response or negotiated with an Offeror subsequently must remain the same for a period of sixty (60) days after the RFP closing date.
- 5.14 Nothing contained herein creates any contractual relationship between the Owner and the Offeror. However, statements contained in the response of the successful Contractor(s) will become part of the contract for services.
- 5.15 All applicable federal and state laws, all fire and building codes, the rules and regulations of all local authorities having jurisdiction over the services to be provided will apply to the contract throughout. They will be deemed to be incorporated into the contract, whether or not specifically referenced.
- 5.16 The Owner reserves the right to reject any and all offers, award the contract in whole or in part, and to waive any informalities.
- 5.17 Offeror declares that their offer is not made in connection with any other offeror submitting a proposal for the same service and that the offer is bona fide and in all respects fair and without collusion or fraud.
- 5.18 Each proposal is received with the understanding that the acceptance by the Purchasing Office of the offer to furnish any or all of the services and products described therein shall constitute a contract between the bidder and owner, which shall bind the offeror on his part to furnish and deliver the services and products proposed at the prices stated and in accordance with the conditions of said accepted bid; and the owner on its part to pay the agreed price for all services and products specified and delivered in accordance with the contract documents.
- 5.19 All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections made in ink adjacent and must be initiated and dated in ink by the person signing the proposal.

6.0 GENERAL TERMS AND CONDITIONS:

6.1 Applicable Policy:

This solicitation is subject to the provisions of the County of York, Virginia, Procurement Policy (Ordinance No. 12-13(R) effective September 18, 2012), and any revisions thereto.

6.2 Form:

All responses to an RFP must be on the Offeror's letterhead or form. Response to an RFP should address all aspects of the request and must include a signature of the Offeror. All proposals must be submitted in a sealed envelope plainly marked using the RFP number, date and time of receipt of proposals.

6.3 Opening Date/Time:

Proposals and amendments thereto, or withdrawal of proposals submitted, if received by the Central Purchasing after the date and time specified for scheduled opening, will not be considered. It will be the responsibility of the Offeror to see that his offer is in this office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Phone or telegraphic proposals (including FAX) will not be accepted.

6.4 Inconsistencies in Conditions:

In the event there are inconsistencies between the General Terms and Conditions and the Special Terms and Conditions, if any, and/or Specifications of this RFP, and/or other schedules contained herein, the Special Terms and Conditions and/or Specifications of this RFP, and/or other schedules contained herein shall take precedence over the General Terms and Conditions.

6.5 Clarification of Terms:

If any prospective Offeror has questions about the Scope of Work, Specifications, or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation. Any revisions to the solicitation will be made only by written addendum issued by the Central Purchasing.

6.6 Ethics in Public Contracting:

By submitting their proposal, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

6.7 Anti-Discrimination:

By submitting its bids or proposals, Offeror certifies to the Owner that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions of a. and b. below apply:

- a. During the performance of this Contract, the Contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor, in all solicitations for advertisements for employees placed on behalf of Contractor, will state that Contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

For the purposes of this subsection, a "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to the Contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- b. Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

- c. In accordance with §2.2-4343.1 of the Code of Virginia, et. seq., the Owner shall not (i) discriminate against a faith-based organization as defined in Code of Virginia section 2.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of section 2.2-4343.1 the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

6.8 Immigration Reform and Control Act of 1986:

By signing the proposal, the Offeror certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

6.9 Indemnification Agreement:

The following terms and conditions shall be deemed fully incorporated into the contract with the successful Contractor(s):

Contractor shall bear all loss, expense (including reasonable attorney's fees) and damage from any cause whatsoever arising out of, incidental to, or in connection with the performance of the Agreement and shall indemnify Owner, its agents, officers and employees against and save Owner, its agents, officers and employees harmless from all claims, demands, and judgments made or recovered against Owner because of bodily injuries, including death, at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the performance of the Contract/Agreement whether or not due to any act of its or their employees, servants, agents, members or invitees and whether or not due to any act of omission or commission, including negligence, but excluding sole negligence of Owner, its agents, officers and employees. Compliance by the Contractor with the insurance provision hereof shall not relieve Contractor from liability under this provision.

Contractor guarantees to save the Owner, its agents, officers and employees, harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, of which the Contractor is not the patentee, assignee or licensee.

Should Contractor, its employees, servants, or agents use any of Owner's equipment, tools, employees, or facilities, such will be gratuitous and Contractor shall release Owner, its agents, officers and employees, from and indemnify and save harmless Owner, its agents, officers and employees, from and against any claims for property damage, bodily injury and personal injury, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence of Owner in permitting the use thereof.

6.10 SCC Registration Required:

If Contractor is organized as a stock or nonstock corporation, a limited liability company, a business trust, or a limited partnership, or is registered as a registered limited liability partnership, Contractor must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. If Contractor allows its existence to lapse, or its certificate of authority or registration to transact business in the Commonwealth of Virginia to expire, or be revoked or cancelled, such will be deemed an act of default enabling Owner to all remedies for default, including but not limited to revocation of this contract/agreement.

State Corporation Commission (SCC) Number _____

6.11 Price Escalation/De-escalation:

Price adjustments for changes in the Contractor(s) cost for materials not provided by the High Schools (each high school will provide Contractor(s) with athletic tape, athletic scissors, crutches, basic training kit and other related materials and equipment) may be permitted. Requests for price adjustments for any other reasons will not be granted. Offers are submitted with the understanding that no price increases will be authorized for three hundred and sixty-five (365) calendar days after the effective date of the contract. Upward price adjustments may be permitted only at the end of this period and each three hundred and sixty-five (365) calendar days thereafter and only where verified to the satisfaction of the Owner as provided herein. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Owner.

The Contractor(s) shall not give less than thirty (30) days advance written notice of a price increase to the County of York, Virginia, Central Purchasing office, hereinafter the "purchasing office". Any approved price change will be effective only at the beginning of the calendar month following the end of the full thirty (30) day notification period. The Contractor(s) shall document the amount and proposed effective date of the change in price. The price change must affect all accounts serviced by the Contractor(s). Documentation shall be supplied with Contractor(s) request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Owner; and (2) verify the amount or percentage of increase which is being passed on to the Contractor(s) by others not under the control of the Contractor(s). Failure by the Contractor(s) to supply the aforementioned verification with the request for price increase will result in delay of the effective date of such increase. The purchasing office may make such verification as deemed adequate. However, an increase, which the purchasing office determines is excessive, regardless of any documentation supplied by the Contractor(s), may be cause for cancellation of the contract by the purchasing office. The purchasing office will notify using agencies and Contractor(s) in writing of the effective date of any increase that is approved. However, the Contractor(s) shall provide all services requested by Owner prior to the effective date of the price adjustment at the old contract

prices. Contractor(s) is further advised that price decreases are required to be passed on to the Owner immediately. Failure to do so will result in action to recoup such amounts.

6.12 FAMILIARITY WITH WORK:

The Owner has endeavored to ascertain all pertinent information regarding services, and has to the best of its ability, furnished all such information to the Offerors. Such information is given, however, as being the best factual information available to the Owner; but is advisory only. The Contractor(s), by careful examination, shall satisfy himself/herself as to the nature and location of the work, the character of equipment and facilities needed preliminary to and during the performance of the services, the general and local conditions, and all other matters which can affect the work under this agreement. There shall be no claim allowed for additional compensation to Contractor(s) based upon unanticipated or additional work unless Contractor(s) can show to Owner's satisfaction that such unanticipated or additional work could not have been discovered by reasonable means prior to the RFP due date and time.

6.13 INSURANCE: (Revised 09/2011)

The Contractor shall carry insurance in the amount specified below, including the Contractual Liability assumed by the Contractor and shall deliver certificates of insurance from carriers acceptable to the Owner specifying such limits, along with a proper endorsement naming the "County School Board of York County, Virginia, its Officers, Agents and Employees as Additional Insured, with primary status, without participation or contribution from the County School Board of York County Virginia's insurer." (on Form No. GL-20-10, or its equivalent) on applicable policy(s). The provisions of this paragraph shall be deemed included in the Contract as if fully set out therein.

Worker's Compensation and Employer's Liability Coverage A - Statutory Requirement
Coverage B - \$100,000; \$100,000; \$500,000

Comprehensive Automobile Liability, including Owned, Non-Owned Hired Car Coverage.
Limits of Liability - \$500,000 Per Occurrence Bodily Injury or Property Damage.

Commercial General Liability

Limits of Liability - \$1,000,000 Per Occurrence Bodily Injury or Property Damage.
\$2,000,000 Aggregate

Contractual Liability includes the Contractual liability assumed hereunder.

Completed Operations Insurance, to remain in full effect until the date of acceptance of the project by the Owner.

Professional Liability

Limits of Liability - \$1,000,000 Per Occurrence.

\$4,000,000 Aggregate

A 3-year extended reporting period endorsement is required for all claims-based policies.

Umbrella Liability

Excess Liability over Employers Liability, Comprehensive Automobile Liability and Commercial Liability policies.

Limits of Liability - \$1,000,000 Each Occurrence

\$1,000,000 Aggregate

6.14 Claims:

Disputes and claims arising under this agreement shall be processed pursuant to Virginia Code Sections 15.2-1245 through 15.2-1248 and 22.1-122 applied to the Owner mutatis mutandis. The Owner shall give its final decision on any claim of the Contractor(s) within sixty (60) days of the date the claim is submitted to the Clerk of the governing Board of Owner.

6.15 Award of Contract:

The Owner and/or Purchasing Office reserves the right to accept or reject any or all proposals, to allow exceptions to these RFP specifications, or to waive any informalities. Contractor(s) may be excluded from further consideration for failure to comply with the Scope of Work and requirements of this RFP.

The Owner will review all proposals to ensure compliance with the project as set out in the Scope of Work and all other sections of this RFP.

An award will be made on the basis of the Evaluative Criteria and selection procedure set out in this RFP, based solely on the needs of the Owner. The Owner has no obligation to accept the lowest priced response.

Two or more Offerors deemed to be fully qualified and best suited among those submitting proposals will be identified on the basis of the Evaluative Criteria stated in the Request for Proposals.

Repetitive informal interviews shall be permissible wherein Offerors are encouraged to elaborate on their qualifications, performance data, staff expertise pertinent to the proposed services, as well as alternate concepts.

At the conclusion of discussions, outlined above, on the basis of Evaluative Criteria published in this RFP and all information developed in the selection process to this point, the Evaluation Committee shall select, in the order of preference, two or more Offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations will then be conducted beginning with the Offeror ranked first. If a contract, which is satisfactory and advantageous to the public body, can be negotiated at a price considered fair and reasonable, the award will be made to that Offeror. Otherwise, negotiations with the Offeror ranked first will be formally terminated and negotiations conducted with the Offeror ranked second, and so on until a contract can be negotiated at a fair and reasonable price.

Should the Evaluation Committee determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. (Code of Virginia, 2.2-4301). At any time during the negotiations, the Purchasing Office may terminate all negotiations and re-advertise the requirement.

7.0 GENERAL PROCEDURE AND EXECUTION OF CONTRACT:

7.1 After evaluation and award, the Owner through the purchasing office shall issue a "Notice of Award" to the successful Offeror, citing the County Contract Number assigned, time period covered and other specifics regarding services.

Individual requests for services shall be submitted to the purchasing office by the requesting schools on a Purchase Requisition. Individual purchase orders will be issued to the successful Contractor(s) referencing the contract number and specifics regarding services.

7.2 Award of Contract:

The contract will be awarded or the proposals rejected as soon as reasonably possible, but not later than ninety (90) days after the due date of proposals, unless the period for acceptance is otherwise extended at request of Owner and agreed to in writing by the Offeror, or Offerors.

7.3 Form of Contract:

An example of the proposed contract format is enclosed. All parties shall execute the negotiated agreement prior to approval by the County Attorney.

7.4 Entering Contract:

Upon award of a contract to an Offeror, such Offeror shall enter into the contract by signing the Contract and by furnishing the required Certificates of Insurance and endorsements as prescribed herein, which are required to be procured by the Contractor(s) within ten (10) calendar days after the date of the award or within such further time as the Owner may allow.

No contract shall result from the submission of any proposal and no liability shall accrue with respect thereto until a written contract and accompanying documents have been fully and completely executed on the part of the successful Offeror and the Owner. However, failure by the successful Offeror to enter into a written contract may cause the successful Offeror to be debarred from doing business with the Owner.

7.5 Execution of Documents:

All documents which the Offeror is required to execute shall carry the signature of the president of the corporation, the corporate seal and shall be attested by the secretary of the corporation provided, however, if the board of directors of a corporation authorizes another officer to act for the corporation, then a sealed and attested copy of such authorization shall accompany the signature of such other officer. In the case of an individual, the individual to be bound shall sign, and in the case of a partnership, the signature of a partner shall bind the partnership. In the case of a limited liability company, a member or manager, if any, shall sign.

7.6 Subcontracts:

All of the services required hereunder shall be performed by the Contractor, and may not be delegated or subcontracted out, to any other person without the express written consent of the Board.

7.7 Separate Contracts:

The Owner reserves the right to let other contracts in connection with these services, the work under which will proceed simultaneously with the execution of this Contract. The Contractor(s) shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and the Contractor(s) shall take all reasonable action to coordinate his work with theirs. If the work performed by the separate contractor is defective or so performed as to prevent the Contractor(s) from carrying out his work according to the scope of work and specifications, the Contractor(s) shall immediately notify the Owner upon discovering such conditions. Upon receiving notification, the Owner shall take such appropriate steps as are necessary to allow the Contractor(s) to carry out his work under this Contract, and appropriate extensions of time and change orders shall be given to the Contractor(s) for any delays and extra costs caused by the separate Contractor(s) failure of proper performance.

7.8 Termination of Contract(s)/Default:

If, through any cause, Contractor shall fail to fulfill in a timely and proper manner the obligations under this Agreement, the Owner shall thereupon have the right to terminate this Agreement with or without cause, by giving written notice to Contractor of such termination and specifying the effective date thereof.

The Owner and Contractor agree that this Agreement may be terminated by the Owner in its discretion in the event that the funding for this service is terminated or the need for these services no longer exists. In such event the Owner in its discretion may require Contractor to provide services until funding on hand has been exhausted. The Owner and Contractor agree that this Agreement shall be deemed terminated upon the failure of the Owner to appropriate funds necessary for the payment of Contractor (s) compensation or for any other purpose related to this Agreement.

This Agreement may be canceled by either party without cause provided thirty (30) days written notice, specifying the effective date of such termination, is given by the canceling party.

In the event this agreement shall be terminated for any reason, the Owner shall be obligated to pay Contractor only for those services that have actually been rendered by the Contractor through the date of termination.

In the event of a default by Contractor, the Owner reserves the right to procure the goods and/or services from other sources and hold the Contractor liable for any excess cost occasioned thereby. If however, public necessity requires the use of materials, supplies and/or services not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.

7.9 Certifications: In accordance with Virginia Code Section 22.1-296.1, all contractors shall certify that they or any of their employees who will provide services under any resulting contract and who will be in direct contact with York County School Division students:

1. have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

For purposes of this requirement, "direct contact with students" means being in the presence of students on school property during regular school hours or during school-sponsored activities.

Any person making a materially false statement regarding any such offense shall be guilty of a *Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.*

The Company Certification should be completed in its entirety when the Contract is executed. Any person, employee, subcontractor, agent, officer, owner or shareholder of the corporation, firm or partnership who will provide services under a resulting contract and who will be in direct contact with York County School Division students shall meet the certification requirements.

(Sample Company Certification Form attached following Sample Contract - See page 28-29) Please note that the certification shall be binding throughout the contract period and the Contractor shall provide the Owner with immediate notice of any event which renders their certification untrue.

8.0 CONTRACTOR DATA:
Please complete the following:

8.1 Years in Business:
Indicate the length of time you have been in business providing this type of service:
_____years _____months.

8.2 References:
Indicate below a listing of at least three (3) recent references for whom you have provided this type of service. Include the date service was furnished and the name and address of the person we have your permission to contact.

CLIENT	DATE	ADDRESS	PERSON TO CONTACT AND PHONE NUMBER
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SAMPLE
SERVICES CONTRACT

AGREEMENT TO PROVIDE
SERVICES
TO
COUNTY SCHOOL BOARD OF YORK COUNTY, VIRGINIA

Agreement No. to be assigned

This AGREEMENT entered into as of this the ____ day of _____, 2017, is by and between the COUNTY SCHOOL BOARD OF YORK COUNTY, VIRGINIA (hereinafter the "Owner"), and

_____ (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the Owner has the need for the professional services of licensed Athletic Trainer(s) at the four high schools within the York County School Division for the 2017-2018 school year; and

WHEREAS, Contractor has within its employ various licensed Athletic Trainers who have completed certification requirements requisite for rendering services as Athletic Trainers.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Engagement of Contractor: The Owner agrees to engage Contractor and Contractor hereby agrees to provide services, as an independent contractor, at the four high school sites, to student athletes who are deemed to require it in connection with their participation in athletic practices and athletic events as scheduled under Virginia High School League (VHSL) guidelines.

2. Scope of Services: Contractor shall do, perform and carry out in a good and professional manner the following services to the satisfaction of the Owner's Director of School Administration,

those services and duties listed on Exhibit 1 attached hereto and incorporated into this Agreement.

All services shall be performed at the direction and request of the director of school administration and the athletic directors of the four high schools. The school principal of each high school shall be advised of scheduled services whether these services are during regular school hours or after regular school hours.

3. Time of Performance: The services to be performed hereunder by Contractor shall begin on the 1st day of July, 2017, and end on the 30th day of June, 2018.

4. Compensation: The Owner, subject to continued appropriation of funds, agrees to pay the Contractor the total sum of \$ _____, as listed on your proposal/as negotiated dated _____, affixed to this agreement and incorporated herein, for the provision of athletic training services at Owner's four high schools. Contractor agrees to render all services provided for herein for the said sum.

5. Method of Payment: Contractor will be paid in four equal installments commencing in August 2017. Contractor shall send invoices to the Owner's accounts payable division for services on a quarterly basis detailing the scope of services provided, including the dates for which compensation is sought. The parties agree that no tax withholdings of any type will be made by the Owner from any payment.

6. Availability of Funds: It is understood and agreed between the Contractor and the Owner that the Owner shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this RFP and any resulting contract or agreement.

7. Changes: The Owner may, from time to time, require changes in the scope of the services of Contractor to be performed hereunder. Such changes, which are mutually agreed upon by

and between the Owner and Contractor, shall be incorporated in written amendments to this Agreement. No such changes shall be binding on either party unless in writing and signed by both parties.

8. Services and Materials to be Furnished by the Owner: The Owner will attempt to furnish Contractor with all available necessary information, data, and material under the board's control that is pertinent to the execution of this Agreement. The Owner shall cooperate with Contractor in carrying out the services herein and shall provide adequate staff coordination and support to Contractor and its employees.

9. Termination of Agreement:

a. If, through any cause, Contractor shall fail to fulfill in a timely and proper manner the obligations under this Agreement, the Owner shall thereupon have the right to terminate this Agreement with or without cause, by giving written notice to Contractor of such termination and specifying the effective date thereof.

b. The Owner and Contractor agree that this Agreement may be terminated by the Owner in its discretion in the event that the funding for this service is terminated or the need for these services no longer exists. In such event the Owner in its discretion may require Contractor to provide services until funding on hand has been exhausted. The Owner and Contractor agree that this Agreement shall be deemed terminated upon the failure of the Owner to appropriate funds necessary for the payment of Contractor (s) compensation or for any other purpose related to this Agreement.

c. This Agreement may be canceled by either party without cause provided thirty (30) days written notice, specifying the effective date of such termination, is given by the canceling party.

d. In the event this agreement shall be terminated for any reason, the Owner shall be

obligated to pay Contractor only for those services that have actually been rendered by the Contractor through the date of termination.

e. In the event of a default by Contractor, the Owner reserves the right to procure the goods and/or services from other sources and hold the Contractor liable for any excess cost occasioned thereby. If however, public necessity requires the use of materials, supplies and/or services not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.

10. Records and Inspections: Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement. The Owner shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

11. Accomplishment of Services: In accomplishing the services, Contractor shall take such steps as are appropriate to ensure that the services rendered are properly coordinated with related work being carried on in the Owner.

12. Owner's Policies: Contractor agrees to observe and to be bound by the Owner's policies and directives as they apply to teacher-pupil relationships and all other aspects of Contractor (s) performance of the services herein agreed to.

13. Completeness of Agreement: This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all of the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the

parties hereto. No changes or amendments to this Agreement shall be binding on either party unless reduced to writing expressly referencing this agreement and signed by both parties.

14. Owner Not Obligated to Third Parties or to Contractors Employees or Agents: The Owner shall not be obligated or liable hereunder to any third party or to Contractor's employees or agents other than Contractor. Contractor's employees and agents shall not be deemed employees of the Owner for any purpose, and the Owner shall have no obligation to Contractor's employees except as may be set forth explicitly in this agreement. All compensation for Contractor's employees and agents (including workers compensation insurance coverage) shall be provided by Contractor.

15. Licenses: Contractor shall provide evidence of the possession of appropriate professional licenses and the appropriate business licenses, either within York County, Virginia or within the location of its business address.

16. Insurance: (Revised 09/2011)

The Contractor shall carry insurance in the amount specified below, including the contractual liability assumed by the Contractor and shall deliver certificates of insurance from carriers acceptable to the Owner specifying such limits, along with a proper endorsement naming the "County School Board of York County, Virginia, its Officers, Agents and Employees as Additional Insured, with primary status, without participation or contribution from the County School Board of York County Virginia's insurers. (on Form No. GL-20-10, or its equivalent) on applicable policy(s).

Worker's Compensation and Employer's Liability Coverage A - Statutory Requirement

Coverage B - \$100,000; \$100,000; \$500,000

Comprehensive Automobile Liability, including Owned, Non-Owned Hired Car Coverage.

Limits of Liability - \$500,000 Per Occurrence Bodily Injury or Property Damage

Commercial General Liability

Limits of Liability - \$1,000,000 Per Occurrence Bodily Injury or Property Damage.
\$2,000,000 Aggregate

Contractual Liability includes the contractual liability assumed hereunder.

Completed Operations Insurance, to remain in full effect until the date of acceptance of the project by the Owner.

Professional Liability

Limits of Liability - \$1,000,000 Per Occurrence.
\$4,000,000 Aggregate

A 3-year extended reporting period endorsement is required for all claims-based policies.

Umbrella Liability

Excess Liability over Employers Liability, Comprehensive Automobile Liability and Commercial Liability policies.

Limits of Liability - \$1,000,000. Each Occurrence
\$1,000,000. Aggregate

17. Personnel: All of the services required hereunder shall be performed by the Contractor, and may not be delegated or subcontracted out, to any other person without the express written consent of the Board.

18. Confidentiality: Contractor agrees to observe and abide by all laws and policies governing confidentiality of student records, including, but not necessarily limited to, the Family Educational Rights and Privacy Act; Section 22.1-287. et seq. of the Code of Virginia, the Health Insurance Portability and Accountability Act, and all applicable school board policies.

19. Indemnification: Contractor shall bear all loss, expense (including reasonable attorney's fees) and damage from any cause whatsoever; arising out of, incidental to, or in connection with the performance of the Agreement and shall indemnify Owner, its agents, officers and employees against and save Owner, its agents, officers and employees harmless from all claims, demands, and judgments made or recovered against Owner because of bodily injuries, including death, at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the performance of the Contract/Agreement whether or not due to any act of its or their employees, servants, agents, members or invitees and whether or not due to any act of omission or commission, including negligence, but excluding sole negligence of Owner, its agents, officers and employees. Compliance by the Contractor with the insurance provision hereof shall not relieve Contractor from liability under this provision.

Contractor guarantees to save the Owner, its agents, officers and employees, harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, of which the Contractor is not the patentee, assignee or licensee.

Should Contractor, its employees, servants, or agents use any of Owner's equipment, tools, employees, or facilities, such will be gratuitous and Contractor shall release Owner, its agents, officers and employees, from and indemnify and save harmless Owner, its agents, officers and employees, from and against any claims for property damage, bodily injury and personal injury, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence of Owner in permitting the use thereof.

20. SCC Registration Required: If Contractor is organized as a stock or nonstock corporation, a limited liability company, a business trust, or a limited partnership, or is registered as a registered limited liability partnership, Contractor must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. If Contractor allows its existence to lapse, or its certificate of authority or registration to transact business in the Commonwealth of Virginia to expire, or be revoked or cancelled, such will be deemed an act of default enabling Owner to all remedies for default, including but not limited to revocation of this contract/agreement.

State Corporation Commission (SCC) Number _____

21. Notice: Any notice required to be provided to any party to this Agreement shall be in writing and shall be considered effective as of the date of the deposit with the United States Postal Service by certified or registered mail, postage prepaid, return receipt requested and addressed to the party as follows:

Contractor

TBD

Board

County School Board of York County, VA

Central Purchasing

P. O. Box 532

Yorktown, VA 23690

Copy to:

County School Board of York County, VA

Attn: Director of School Administration

302 Dare Road

Yorktown, VA 23692

23. Applicable Law: This Agreement and all of its terms, covenants, and conditions shall be construed, interpreted, and enforced under the laws of the Commonwealth of Virginia. Any legal or equitable action brought by either party to enforce this agreement or any part thereof, or otherwise arising out of this Agreement shall be initiated and maintained in the appropriate court in York County, Virginia

24. Severability: If any term, covenant or condition of the Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term, covenant and condition of this Agreement shall be valid and shall be enforced to the extent permitted by law.

25. Headings: The headings used in this Agreement are for convenience only and are not to be construed to have legal significance.

26. Certifications: In accordance with Virginia Code Section 22.1-296.1, all contractors shall certify that they or any of their employees who will provide services under any resulting contract and who will be in direct contact with York County School Division students:

1. have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

For purposes of this requirement, "direct contact with students" means being in the presence of students on school property during regular school hours or during school-sponsored activities.

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the

revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

The Company Certification should be completed in its entirety when the Contract is executed. Any person, employee, subcontractor, agent, officer, owner or shareholder of the corporation, firm or partnership who will provide services under a resulting contract and who will be in direct contact with York County School Division students shall meet the certification requirements.

Please note that this certification shall be binding throughout the contract period and the Contractor shall provide the Owner with immediate notice of any event which renders their certifications untrue.

27. Permits, Licenses, and Regulations: All work shall comply with all applicable federal, state and local regulations, codes and ordinances, as well as any other authorities that may have lawful jurisdiction pertaining to the work specified. None of the terms or provisions of this specification shall be construed as waiving any other rules, regulations or requirements of these authorities. The Contractor shall be responsible for obtaining all necessary licenses and keep himself fully informed of any applicable regulations and all state and federal laws which in any manner effect the work herein specified.

28. Claims: Disputes and claims arising under this agreement shall be processed pursuant to Virginia Code Sections 15.2-1245 through 15.2-1248 and 22.1-122, applied to the Board *mutatis mutandis*. The Board shall give its final decision on any claim of the Contractor within sixty (60) days of the date the claim is submitted to the Clerk of the governing board. Any further legal or equitable action brought by either party to enforce this Agreement, or any part thereof, or otherwise arising out of this Agreement, shall be initiated and maintained in accordance with Section 23 herein.

IN WITNESS WHEREOF, the Owner and Contractor have executed this Agreement as of the date first written above

CONTRACTOR

By: _____

TYPE/PRINT NAME

Title: _____

COUNTY SCHOOL BOARD OF YORK COUNTY,
VIRGINIA

By: _____

SUPERINTENDENT OF SCHOOLS

APPROVED AS TO FORM:

ASSISTANT COUNTY ATTORNEY

COMPANY CERTIFICATION (SAMPLE)

The undersigned, on behalf of _____ (*insert company name*), hereby certifies to the York County School Board and York County School Division that any owner/shareholder of the company, any employee/agent, or any subcontractor who will have **direct contact with students** on school property during regular school hours or during school-sponsored activities:

- (A) Has not been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child.

This certification is provided in accordance with the provisions of sec. 22.1-296.1 of the Code of Virginia.

I agree that this certification shall be binding throughout the contract period and I will provide the York County School Division with immediate notice of any event which renders this certification untrue.

Dated: _____

 Signature

 Printed Name and Title of Person Making Certification

Note: In accordance with Virginia Code § 22.1-296.1, any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

I. For Office Use Only

Acknowledged by: _____ Date: _____

If Applicable:

Project Name: _____ PO #: _____

EXHIBIT 1

SERVICES TO BE RENDERED BY AND DUTIES OF ATHLETIC TRAINER

PRIMARY FUNCTIONS:

- Coordinate all athletic training operations
- Aid the athletic director in providing adequate safety provisions for all athletes

QUALIFICATIONS:

- Possess an athletic trainer's license
- Possess good communication skills
- Possess sufficient strength, agility, dexterity and mobility to carry out all performance responsibilities
- Possess ability to monitor and ensure appropriate student behavior

REPORTS TO:

- Director of school administration
- While on the high school site, athletic trainer is free to interact with and receive direction from the school athletic director and principal

PERFORMANCE RESPONSIBILITIES:

- Provide preventative injury services to student-athletes such as taping, icing, concussion education, dehydration prevention, whirlpool direction, etc., during practices and while on the sidelines at athletic competitions
- Provide training to athletic personnel in current first aid methods and proper training techniques
- Assist medical personnel as needed in dealing with immediate care and rehabilitation activities
- Inventory equipment and recommend to the athletic director replacements as needed
- Maintain accurate and current records on all athletic injuries
- Provide athletic training supervision at practices and at athletic competitions
- Provide athletic training care daily as needed
- Provide the coach and athletic director with direction and status of student-athletes on injuries, progress due to injury, and status for continued competition.
-