



3300 Pennsylvania Avenue, Charleston, West Virginia 25302 • (304) 348-6120 • Fax: (304) 348-6112
Alan Cummings, Director of Purchasing

4/3/2017

TO: All Interested Bidders
Subject: Athletic Trainer Services
IDENTIFICATION NUMBER: RFQ# 17-146
Please submit responses to: KANAWHA COUNTY SCHOOLS
PURCHASING OFFICE
3300 PENNSYLVANIA AVENUE
CHARLESTON, WEST VIRGINIA 25302-4697

Responses will be accepted until 11:00 am, Thursday, April 27, 2017. Please **show our ID number on the outside of the return envelope. IMPROPERLY IDENTIFIED RESPONSES MAY NOT BE ACCEPTED.** Any proposals received after the time and date stated above will not be considered.

RESPONSE

In compliance with the instructions, conditions and specifications herewith attached, we the undersigned, hereby submit this offer, and agree to enter into any written contract, and to furnish such security as may be required herein.

COMPANY NAME: _____

ADDRESS: _____

Submitted by: _____
(Please print or type)

Title: _____
(Signature)

Telephone Number _____ Fax: _____

E-Mail Address: _____ Date: _____

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

Kanawha County Schools Operations Building
Purchasing Department
3300 Pennsylvania Ave.
Charleston, WV 25302

4/13/17 – 3:00 P.M.

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The County will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Department. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: **April 18, 2017 – 4:00 P.M.**

Submit Questions to: Alan Cummings
Kanawha County Schools
Purchasing Office
3300 Pennsylvania Avenue
Charleston, West Virginia 25302-4697
Fax: 304-348-6112
Email: ACummings@mail.kana.k12.wv.us

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any County personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Department is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Department at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Department staff is considered to be in the possession of the Purchasing Department and will not be returned for any reason. The bid delivery address is:

Kanawha County Schools
Purchasing Office
3300 Pennsylvania Avenue
Charleston, West Virginia 25302-4697

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID
BUYER: _____
SOLICITATION NO.: _____
BID OPENING DATE: _____
BID OPENING TIME: _____
FAX NUMBER: _____

Vendor may submit bids by facsimile transmission. The completed facsimile transmission must be received by the Purchasing Department prior to the specified date and time for submission of the bid. A vendor choosing to submit a bid or a written change to a bid by facsimile transmission accepts full responsibility for the transmission and receipt of the bid or change. Kanawha County Schools accepts no responsibility for the unsuccessful and/or incomplete transmission of bids by facsimile machine.

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Department at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal or expression of interest as follows:

BID TYPE: [n/a] Technical
 [n/a] Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Department time clock.

Bid Opening Date and Time: **April 27, 2017 – 11:00 A.M.**

Bid Opening Location: Kanawha County Schools
 Purchasing Office
 3300 Pennsylvania Avenue
 Charleston, West Virginia 25302-4697

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Department. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Department Director and, if applicable, approved as to form by the Treasurer and Superintendent, and the Board of Education constitutes acceptance of this Contract made by and between Kanawha County Schools and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"County"** means the Kanawha County Board of Education or other Public School Board of Education located within the State of West Virginia seeking to procure goods or services under this Contract.

 - 2.2 **"Contract"** means the binding agreement that is entered into between the County and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 **"Director"** means the Director of Kanawha County Schools, Purchasing Department.

 - 2.4 **"Purchasing Department"** means the Kanawha County Schools, Purchasing Department.

 - 2.5 **"Purchase Order"** means the document signed by the Purchasing Department, and approved as to form, if applicable, by the Treasurer and Superintendent, and the Board of Education, that identifies the Vendor as the Contract holder.

 - 2.6 **"Solicitation"** means the official notice of an opportunity to supply the Purchasing Department with goods or services.

 - 2.7 **"Vendor"** or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on award and extends for a period of 3 year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the County, and the Vendor, with approval of the Purchasing Department. Any request for renewal must be submitted to the Purchasing Department Director thirty (30) days prior to the

expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to 2 successive one (1) year periods. Automatic renewal of this Contract is prohibited.

Reasonable Time Extension: At the sole discretion of the Purchasing Department Director, this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Department Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Department Director 30 days written notice. Automatic extension of this Contract is prohibited.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within n/a days.
- Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within n/a days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for n/a successive one year periods or multiple periods of less than one year provided that the multiple renewal periods do not exceed n/a months in total.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this contract extend for more than one fiscal year.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately up receiving the notice to proceed unless otherwise instructed by the County. Unless otherwise specified, the fully executed Award Document will be considered the notice to proceed.

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the County. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Purchasing Department, and, if applicable, Treasurer and Superintendent, and the Board of Education.

6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the County. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the County in the Solicitation to do so, may result in bid disqualification.

7. EMERGENCY PURCHASES: The Purchasing Department Director may authorize the purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Department Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the County from fulfilling its obligations under a One Time Purchase contract.

8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Department by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the County. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of n/a. The performance bond must be issued and received by the Purchasing Department prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Department prior to Contract award.

- [] **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Department prior to Contract award.

- [] **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

- [] **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:
 - [] **Commercial General Liability Insurance:** The apparent successful vendor's Commercial General Liability Policy shall contain at a minimum, Contractual liability and Products/Completed Operations Liability which must meet or exceed the following limits: Bodily Injury of \$1,000,000.00 per person, \$1,000,000.00 per occurrence; Property Damage of at least \$1,000,000.00 per occurrence; Bodily Injury/Property Damage of at least \$2,000,000.00 combined single limit.

 - [] **Builders Risk Insurance:** builders risk -- all risk insurance in an amount equal to 100% of the amount of the Contract.

 - [] **Comprehensive Automobile Liability Insurance:** The apparent successful vendor shall have and maintain at a minimum, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$1,000,000.00 per person, \$1,000,000.00 per occurrence; property damage of at least \$1,000,000.00 per occurrence, or bodily injury/property damage of at least \$2,000,000.00 combined single limit.

 - [] **Professional Liability/Errors and Omission Coverage:** The apparent successful vendor shall have and maintain at a minimum, during the life of this contract Professional Liability/Errors and Omission Coverage of \$1,000,000.00 per occurrence, \$3,000,000.00 aggregate.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- [X] **LICENSE(S) / CERTIFICATIONS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses prior to Contract award, in a form acceptable to the Purchasing Department.
 - [X] Athletic Trainers must be certified by the National Athletic Trainers Association.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

- 9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the County. All litigation bonds shall be made payable to the Purchasing Department. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Department. Cashier's or certified checks will be deposited with and held by the County. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the County at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of 2% of the contract total assessed per day for non-conformance to the specifications. This clause shall in no way be considered exclusive and shall not limit the County's right to pursue any other available remedy.
- 13. ACCEPTANCE/REJECTION:** The County may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the Kanawha County Schools Purchasing Department if applicable.
- 15. COMMUNICATION LIMITATIONS:** Communication with the County or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Department, is strictly prohibited without prior Purchasing Department approval. Purchasing Department approval for such communication is implied for all exempt purchases.

- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the County or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the County at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The County is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 22. CANCELLATION:** The Purchasing Department Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract.
- 23. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Department of Education Policy 8200.
- 24. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 25. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, West Virginia Code of State Rules or the applicable policies of the West Virginia Department of Education and Kanawha County Schools is void and of no effect.
- 26. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 27. [RESERVED]**

- 28. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 29. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the County, and the Vendor, with approval of the Purchasing Department and if applicable, approved as to form by the Treasurer and Superintendent, and the Board of Education. **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Department.**
- 30. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in remain in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 31. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the County or Purchasing Department such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 32. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Purchasing Department, or if applicable, approved as to form by the Treasurer and Superintendent, and the Board of Education, and any office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Department approval may or may not be required on certain exempt purchases.
- 33. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the County; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 34. COUNTY EMPLOYEES:** County employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 35. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the County may deem this Contract null and void, and terminate this Contract without notice.
- 36. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the County, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the County's policies, procedures, and rules.

37. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the Kanawha County Schools Purchasing Department. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the County for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the the various public records laws should be addressed to your own legal counsel prior to bid submission.

38. LICENSING: Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Department Director or the County to verify that the Vendor is licensed and in good standing with the above entities.

39. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from the County, the Vendor agrees to convey, sell, assign, or transfer to the County all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the County. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

40. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the County.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

41. PURCHASING CARD ACCEPTANCE: The County currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the County's Purchasing Card for payment of all orders under this Contract.

Vendor is not required to accept the County's Purchasing Card as payment for all goods and services

42. VENDOR RELATIONSHIP: The relationship of the Vendor to the County shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the County for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the County, and shall provide the County with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

43. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the County, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

44. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

45. ADDITIONAL COUNTY AND REGIONAL EDUCATION SERVICE AGENCY USE: This Contract may be utilized by and extends to other County and Regional Education Service Agencies, of the State of West Virginia ("Other School Entities"). This Contract shall be extended to the

aforementioned Other School Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other School Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other School Entities shall not impact or influence the award of this Contract in any manner.

46. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the County.

47. REGISTERED SEX OFFENDERS: In compliance with Kanawha County Board of Education Policy: Sex Offender Registry Notification Series 54 and as found in West Virginia Code § 15-12-1 et seq, The contractor (Vendor) shall not send any employee or agent who is a registered sex offender to any school building or school property. Quarterly, the contractor (Vendor) shall check the registry to determine if the employee is registered. For information regarding the Sex Offender Registry, Vendors should contact the West Virginia State Police.

CERTIFICATION AND SIGNATURE PAGE

17-146

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 17-146

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company

Authorized Signature

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION 17-146
Athletic Trainer Services

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The Kanawha County Schools Purchasing Department is soliciting bids to establish a contract for Athletic Trainer Services.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Services”** means Athletic Trainer Services as more fully described in these specifications.

 - 2.2 **“Pricing Page”** means the pages, contained herein or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the County with goods or services that is published by the Purchasing Department.

3. **QUALIFICATIONS:** Vendor, or Vendor’s staff, shall have the following minimum qualifications:
 - 3.1. Athletic Trainers must be certified by the National Athletic Trainers Association.

4. **MANDATORY REQUIREMENTS:**
 - 4.1 **Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below. All athletic trainer services shall be in compliance with 126CSR118.
 - 4.1.1 **Vendor duties:**
 - 4.1.1.1 **Educational Programs.** The Vendor shall use its best efforts to provide speakers, sports clinics and educational presentations designed to educate students and coaches about reducing the incidence of sports-related injuries and treatment of commonly occurring sports-related injuries. Such programs shall be scheduled as mutually agreed.

REQUEST FOR QUOTATION 17-146
Athletic Trainer Services

4.1.1.2 Athletic Trainer Services. The Vendor shall assign one of its athletic trainers, certified by the National Athletic Trainers Association, to attend football practices and scheduled scrimmages, and **all** weekly football games, including tournament games, if any, at the listed High Schools contained within the pricing page. These services shall also include Basketball (home games only) Athletic Trainers, male and female. Schedules and partial number games covered will be determined at a later date, with coordination directly with each school. The athletic trainer shall assist with pre-game taping and shall be present on the field for the evaluation and treatment of sports-related injuries of either team. On-site treatment shall be limited to that commonly provided by athletic trainers at school football games and practice games within the scope of practice of trainers established by the National Athletic Trainers Association which the trainer, in his or her best judgment, believes himself or herself qualified to provide. The trainer shall assist in determining the need and referral for additional medical resources.

4.1.1.3 School Visit. The Vendor shall assign one of its athletic trainers to visit each Kanawha County High School daily, or as needed, during school hours to evaluate injuries of school athletes, design rehabilitation programs, treat minor injuries, and make necessary referrals. Visits shall begin the first week of practice in August and continue throughout the fall and winter/spring sports seasons.

4.1.1.4 Injury Evaluations at the Vendor's Facility. During the school year all junior and senior high school athletes shall be entitled to an initial free consultation at the Vendor's office for injury evaluation purposes.

4.1.2 County Responsibilities:

4.1.2.1 Supplies. The County shall ensure that each school selected as a site for athletic trainer services will have on hand the supplies needed for the program.

4.1.2.2 Compensation. The County shall pay to the Vendor the agreed upon amount which shall be applied by the Vendor towards the salaries of the athletic trainers assigned to the participating schools to cover

REQUEST FOR QUOTATION 17-146
Athletic Trainer Services

football games and make school visits. The Vendor will invoice the Board of Education for payment.

5. CONTRACT AWARD:

5.1 Contract Award: Vendors may bid any or all locations. The Contract is intended to provide County with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor or Vendors that provides the Contract Services meeting the required specifications for the lowest total cost per location as shown on the Pricing Pages.

5.2 Pricing Page: Vendor should complete the Pricing Page by inserting the cost of the contract services for each location or locations which they are bidding under the "Total (per year)" column. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: ACummings@mail.kana.k12.wv.us

- 6. PERFORMANCE:** Vendor and County shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by County. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT:** County shall pay flat fee as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the County.
- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the County separately.

REQUEST FOR QUOTATION 17-146
Athletic Trainer Services

- 9. LIFE OF CONTRACT:** The life of contract shall commence upon award and shall continue until the last game of post-season competition, this agreement may be renewed in accordance with the terms and conditions of this contract.
- 10. EARLY TERMINATION:** In accordance with the terms and conditions of this contract, this Agreement may be terminated by either party upon thirty (30) days written notice, provided that if the Vendor terminates this agreement, the Vendor shall refund to the County a prorated portion of the compensation paid under Section 4.1.2.2.
- 11. CONSENTS AND PERMISSIONS:** The Vendor shall not be obligated to provide any service to any particular student under this agreement unless the Vendor has in its possession a properly completed consent and permission sheet in the form of that attached to this agreement (as exhibit B) signed by the student and his or her parent or legal guardian. Duplication of the form and the responsibility for gathering signatures shall be the responsibility of the schools.
- 12. LIABILITY:** Neither party assumes by virtue of this agreement any financial or legal liability for the negligent or illegal acts of the other party.
- 13. PARTIES IN INTEREST:** Nothing in this agreement whether expressed or implied, is intended to confer upon any person other than the Vendor and the County any rights or remedies under or by reason of this agreement.
- 14. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to County's facilities. In the event that access cards and/or keys are required:
- 14.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 14.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 14.3. Vendor shall notify County immediately of any lost, stolen, or missing card or key.
 - 14.4. Anyone performing under this Contract will be subject to County's security protocol and procedures.
 - 14.5. Vendor shall inform all staff of County's security protocol and procedures.

REQUEST FOR QUOTATION 17-146
Athletic Trainer Services

15. VENDOR DEFAULT:

15.1. The following shall be considered a Vendor default under this Contract.

15.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

15.1.2. Failure to comply with other specifications and requirements contained herein.

15.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

15.1.4. Failure to remedy deficient performance upon request.

15.2. The following remedies shall be available to County upon default.

15.2.1. Immediate cancellation of the Contract.

15.2.2. Immediate cancellation of one or more release orders issued under this Contract.

15.2.3. Any other remedies available in law or equity.

16. MISCELLANEOUS:

16.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

REQUEST FOR QUOTATION 17-146
Athletic Trainer Services

Exhibit B

SAMPLE

Permission and Consent Form

_____ (Name of Student)
has my permission to participate in _____ (Sport) at
_____ (Name of School).

I understand that the school's Vendor may provide or arrange for the provision of pre-participation physical examinations, sports clinics, education presentations designed to educate students about reducing the incidence of sport-related injuries and treatment of commonly occurring sports-related injuries, and the services of an athletic trainer to attend certain football games to evaluate and provide limited treatments of sports-related injuries. I also understand that on-site treatment of sports-related injuries will be limited to that commonly provided by athletic trainers at school football games.

I give my permission for my child to participate in the foregoing activities and, in the event of illness or injury occurring to my child while involved in his sport, I consent to such examination and treatment that are considered necessary in the reasonable judgment of the athletic trainer.

Signature of Parent or Guardian _____
Date

Telephone number(s) where I can be reached:

() _____ () _____

RFQ# 17-146
EXHIBIT A - PRICING PAGES

LOCATION	QUANTITY	UNIT OF MEASURE	DESCRIPTION	TOTAL (per year)
Riverside High School	1	Lump Sum	Athletic Trainer Services	\$
George Washington High School	1	Lump Sum	Athletic Trainer Services	\$
Capital High School	1	Lump Sum	Athletic Trainer Services	\$
Nitro High School	1	Lump Sum	Athletic Trainer Services	\$
South Charleston High School	1	Lump Sum	Athletic Trainer Services	\$
St. Albans High School	1	Lump Sum	Athletic Trainer Services	\$
Herbert Hoover High School	1	Lump Sum	Athletic Trainer Services	\$

AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded under this article to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor as defined in this section and the debt owed is an amount greater than one thousand dollars in the aggregate.

Definitions:

“Debt” means any assessment, penalty, fine, tax or other amount of money owed to the state because of a judgment, fine, permit violation, license assessment, penalty or other assessment presently due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon;

“Debtor” means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions;

“Related party” means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor, so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

Exception:

The prohibition does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the West Virginia Code, worker’s compensation premium, permit fee or environmental fee or assessment, and the matter has not become final, or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the bidder and all related parties do not owe any debts or, if a debt is owed, that the provisions of the exception clause (above) apply.

Vendor’s Name:

Authorized Signature: _____ Date: _____

Vendor FEIN # _____