

Pelham Union Free School District

REQUEST FOR PROPOSALS

**ATHLETIC TRAINER AND
STRENGTH & CONDITIONING
COACH
SERVICES**

**Deadline for Proposals
Thursday, May 15, 10:00am**

**Pelham Union Free School District
Business Office
575 Colonial Ave.
Pelham, New York 10803
James Hricay, Assistant Superintendent for Business
Phone (914) 738-9140**

Request for Proposal – Athletic Trainer and Strength & Conditioning Coach Services

<u>Page</u>	<u>Description</u>
1	Cover Sheet
2	Table of Contents
3	Public Notice to Bid
4	Introduction
4 - 5	Nature of Service Required
5	Contractor Duties & Responsibilities
6	Inquiries
6	Time Requirements
7	Inspection of Work
7	Insurance Requirement
7 - 8	Proposal Requirements
9	Evaluation Procedures
10	Terms of Engagement
11	Appendix A - Non-Collusive Bidding Certification
12	Appendix B - Non-Collusive Bidding Resolution
13	Appendix C - Proposer Warranties
14	Appendix D – Background / Criminal Check Certification
15	Appendix E - Hold Harmless Agreement
15	Appendix F – Iran Divestment Act Compliance Rider
17	Appendix G – Certification - Iran Divestment Act of 2012
18	Appendix H - Service Cost
19	Appendix I - Proposal Certification

PUBLIC NOTICE

**REQUEST FOR PROPOSAL FOR
ATHLETIC TRAINER SERVICES**

Pelham Union Free School District
School Business Office
575 Colonial Ave.
Pelham, New York 10803

The Board of Education of the Pelham Union Free School District invites sealed proposals for providing Athletic Trainer Services. The Request for Proposal including forms for proposal, certification, conditions, and specifications may be obtained from the District's Business Office at 575 Colonial Ave., Pelham, NY 10803 or at Pelhamschools.org.

In all cases it must be understood that the conditions and specifications of the Pelham Union Free School District shall apply. Proposals must be in sealed, opaque envelopes marked "RFP – Athletic Trainer Services" and will be received until 10 a.m. on May 15, 2019 at the Business Office. The Board of Education reserves the right to reject all proposals, waive any informality in proposals and to negotiate any portion of proposals.

Proposals will be evaluated by the District. Any aspects of the service not addressed by specifications are left for the Proposer to address. Alternatives to the specifications or additions to the specifications are to be clearly identified by the Proposer.

Pelham Union Free School District
James Hricay
Assistant Superintendent for Business
575 Colonial Ave.
Pelham, New York 10803
Telephone: 914-738-9140

Request for Proposal – Athletic Trainer and Strength & Conditioning Coach Services

I. INTRODUCTION:

The Pelham Union Free School District requests proposals from firms or individuals who are qualified to provide Athletic Trainer Services of its students as indicated in these Specifications. The service will be required from July 1, 2019 to June 30, 2020. District will have the option to renew for the 2020-2021, 2021-2022, 2022-2023 and 2023-2024 school years. The school year runs from July 1st to June 30th.

There is no expressed or implied obligation for the District to reimburse responding Firms/Individuals for any expenses incurred in preparing proposals in response to this request.

To be considered, the original proposal must be received by the Business Office by **10:00 a.m. on May 15, 2019**. The proposal shall be delivered in a sealed envelope, clearly marked with the name of the firm and the title of the proposal on the outside of the envelope. No faxed or emailed copy of the proposal will be accepted. The District reserves the right to reject any or all proposals submitted.

It is the Firm/Individuals responsibility to ensure that their proposal is received by the Business Office before the deadline, whether sent by mail or by means of personal delivery. All proposals received after the deadline stated in the RFP will not be considered and will be returned unopened to the firm. The Firm/Individual assumes the risk of any delay in the mail or in the handling of the mail by employees of the District.

During the evaluation process, the District reserves the right, where it may serve its best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the District, Firm/Individuals submitting proposals may be requested to make oral presentations as part of the evaluation process.

The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Firm/Individual of the conditions contained in this request for proposals, unless any and all such exceptions are clearly and specifically noted in the proposal submitted.

II. NATURE OF SERVICES REQUIRED:

Athletic Trainer and Strength & Conditioning Coach Scope of Services

To provide Athletic Trainers and Strength & Conditioning Coaches duly certified in the State of New York

Vendor agrees to provide athletic trainers and strength and conditioning coaches duly certified in the State of New York who shall be employees of, or under contract with the vendor. The vendor shall be responsible for the payment of all compensation and for providing all employment support and benefits, including worker's compensation coverage, for such athletic trainers. The vendor with the consent of the District shall designate an individual to serve as the primary Athletic Trainer.

PELHAM UNION FREE SCHOOL DISTRICT

Responsibilities:

The selected vendor proposes and agrees to furnish athletic trainer services included but not limited to:

- Coordinate the establishment of an athletic training room in the District
- Advise the District as to the supplies and training equipment needed for the athletic training program.
- Assist the faculty and coaching staffing in the design and implementation of a continuing education program for the District athletic coaching staff.
- Provide conditioning and flexibility training suggestions to the District coaching staff with the advice and consent of the team physician
- Assist the team physician and vendor in designing and implementing a medical records system for athletic injuries, which includes communicating with the school nurse and school physician.
- Monitor athletic injuries and develop injury prevention programs with the advice and consent of the team physician and/or other athlete's physician.
- Coordinate and provide injury follow-up and evaluation for the team physician, which may be reviewed by the school physician.
- Provide physical therapy and independent injury prevention and training program design, with the consent of the athlete's parents or guardians, the District, and the treating physician.
- Coordinate the distribution of equipment on a seasonal basis to all sports teams.
- Certification of coaches in CPR and First Aid techniques on an annual basis.
- Initiate a comprehensive ACL injury prevention program with all of the teams.
- Provide Functional Movement Screenings to identify athletes of higher risk for injury and implement a corrective plan based on the data collected.

Schedule:

The vendor in conjunction with the District health personnel and Athletic Director will be responsible for the training of all interscholastic athletes. The vendor will be on campus for at least 5 hours per day during weekdays and will cover at least one night contest per week. The Strength and Conditioning coach will be on campus at minimum of 5 hours per week during the school year. During football season, the vendor will cover both home modified, junior varsity and varsity football games. In the event of a conflict, the vendor in conjunction with the Athletic Director will determine which athletic events are to be covered.

The vendor will provide an Athletic Trainer on Pelham Memorial High School premises approximately 30 full hours each week during weekdays. A schedule specifying hours and dates will be mutually agreed upon. The vendor Athletic Trainer will be responsible for arriving at Pelham Memorial High School by 2:30PM and will stay until the day's sporting activities are completed. In the event that the District desires Athletic Trainer services above what is set forth, the vendor and the District will mutually agree

PELHAM UNION FREE SCHOOL DISTRICT

on the appropriate amount of commitment reimburses as noted above. In addition, a significant number of “overtime” hours (>= 50 hours) are expected to be incurred during pre-season training camps. These hours will be covered at no additional cost to the District.

Approximate Annual Schedule:

For the fall/spring Mon – Fri. - from 2:30 to end of last practice or game. For August, practices start at 8am. Winter season is from 2:30 to end of last practice or game. Saturday practices run from 8am-12pm but times could vary. There is a possibility of Saturday night games throughout the season.

The hours can be flexible as well, on an as needed basis.

Below is a list of teams and coverage for home games (and away sectional/state playoff games; the number of games may increase by 1-3 games depending on playoffs):

Fall Season – Mid-August – October 30th Fall Teams - Football (Mod, JV, Var), Boys Soccer (Varsity, JV, Mod) Girls Soccer (Mod, JV, Varsity) and Volleyball (Mod, JV/V), Cross Country, Girls Swimming, Field Hockey

Winter Teams – Boys basketball (Mod, Frosh, JV/V), Girls Basketball (Mod, JV/V), Indoor Track, Boys Swimming, Ice Hockey (Mod, JV, V)

Spring Teams – Baseball (Mod, JV, V), Softball (Mod, JV, V), Boys Lacrosse (Mod, JV, Var.) , Girls Lacrosse (Mod, JV, V), Rugby, Outdoor Track (Mod & V)

The ideal vendor would be located within close proximity to the District.

List of practice dates (approx.) – end of season all depends on how far teams go into the playoffs. Season overlaps may occur for some sports.

III. INQUIRIES:

Inquiries concerning the request for proposals and the subject of the request for proposals must be made via e-mail to: Stephen Luciana, Athletic Director, SLuciana@Pelhamschools.org

IV. ANTICIPATED PROPOSAL TIMELINE:

The following is a list of key dates up to and including the date proposals are to be submitted:

- Request for proposals issued April 18, 2019
- Due date for proposals May 15, 2019
- Board of Education Approval May 28, 2019

V. INSPECTION OF WORK:

The quality of service shall be subject to inspection by the designated representative of the District at any time. Should it be found that the quality of the service being performed is not satisfactory, and that the specifications are not being met, it may be considered as grounds for the termination of the contract.

VI. INSURANCE REQUIREMENT:

A. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the proposer hereby agrees to effectuate the naming of the district as an unrestricted additional insured on the proposer’s insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.

B. The policy naming the district as an additional insured shall:

PELHAM UNION FREE SCHOOL DISTRICT

- 1) From an A.M. Best rated "secured" insurer, authorized to conduct business in New York State.
- 2) Contain a 30-day notice of cancellation.
- 3) State that the organization's coverage shall be primary coverage for the District, its Board, employees and volunteers.
- 4) The district shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

C. The proposer agrees to indemnify the district for any applicable deductibles.

D. Required Insurance:

1. Commercial General Liability Insurance

- a. \$1,000,000 per occurrence/ \$2,000,000 aggregate, with coverage for sexual misconduct

2. Automobile Liability

- a. \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.

3. Workers' Compensation and N.Y.S. Disability

- a. Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

E. Proposer acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract. The contracted vendor is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the district to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the district.

The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The proposer further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.

VII. PROPOSAL REQUIREMENTS:

A. Submission of Proposals: Firms/Individuals must submit one original proposal. The deadline to submit the proposals is **10:00 a.m. on May 15, 2019**. Late submissions will not be accepted and will be returned unopened. Proposals must be fully sealed. No faxed or emailed copy of the proposal will be accepted. The entire responding proposal to the request shall be placed in a sealed manila envelope marked with the words: "PROPOSAL FOR ATHLETIC TRAINER SERVICES".

Mail the proposal to the following address:

Pelham Union Free School District
Business Office
575 Colonial Ave.
Pelham, New York 10803
Attn: James Hricay, Assistant Superintendent for Business

B. Proposal Content: The proposal package shall include the following items:

1. Title Page showing the RFP's subject; the Firm/ Individual's name; the name, address and telephone number of a contact person; and the date of the proposal.
2. A signed letter of transmittal that briefly states the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the Firm/Individual

PELHAM UNION FREE SCHOOL DISTRICT

believes to be best qualified to perform the engagement and a statement that the proposal is a firm offer for the 2019-2020 to 2023-2024 years.

3. A brief narrative detailing the Firm's/Individual's business history including location, size and date of inception.
4. Describe the Firm's/Individual's experience and expertise in providing Athletic Trainer and Strength and Conditioning Coach Services.
5. Resumes of the all supervisors and the personnel that might be assigned to this engagement.
6. List three (3) references of other school districts or governmental agencies with the contact name, title and phone number.
7. Disclosure and description of any disciplinary proceedings pending against you in any jurisdiction or whether discipline has been previously imposed against you in any jurisdiction. If discipline has previously been imposed, state the date, jurisdiction, nature of the ethics violation and the penalty imposed. If proceedings are pending, specify the jurisdiction, the charges and the likely time of their disposition.
8. Disclosure and description of any arrests or convictions against the members of the Firm/Individual.
9. Identify the nature of any potential conflict of interest the Firm/Individual might have in providing these services to the District.
10. Provide any other information that might be beneficial to the District.
11. Assurance that the Executed copies of the Certificates of Insurances will be provided.
12. A completed Non-Collusive Certification (**See Appendix A**).
13. A completed Non-Collusive Resolution (Required for Corporations) (**See Appendix B**).
14. A completed Proposer Warranties (**See Appendix C**).
15. A completed and Notarized Background / Criminal Check Certification (**See Appendix D**).
16. A completed and Notarized Hold Harmless Agreement (**See Appendix E**).
17. A completed and Notarized Iran Divestment Act Certification (**See Appendix G**).
18. The completed Dollar Cost Bid form for all the years (**See Appendix H**).
19. A completed Proposal Certification (**See Appendix I**).

VIII. EVALUATION PROCEDURES:

A. Evaluations

These proposals are being solicited through a fair and open process. The criteria and the other requirements herein are intended to be non-restrictive for the purpose of obtaining participation of qualified professionals and uniformity in the manner of submission of proposals. The following represent the principal selection criteria which will be considered during the evaluation process.

PELHAM UNION FREE SCHOOL DISTRICT

The District will evaluate the responses based upon the information supplied by the consultant. Criteria for evaluations will include: (to be completed by Administrator)

	Category	Weight
1	Previous experience of the Firm/Individual	30
2	Experience and qualifications of staff expected to be assigned projects	25
3	Cost	25
4	Level of client satisfaction determined from supplied references	20
	TOTAL	100

Notwithstanding the provisions of any general, special, or local law or charter, a Board of Education or a trustee of a district may award a contract for the school vending services subsequent to an evaluation of proposals submitted in response to a request for proposals prepared by or for the Board of Education or trustee of a district.

Any public notice soliciting the proposals for services as well as any instructions provided to potential respondents to a request for proposal, shall specify all of the criteria to be used in evaluating such proposals and shall specify the weights the District has assigned to each criterion for the purpose of evaluating proposals submitted in response to the request for proposals. For this purpose, no single criterion shall be weighted in excess of 50% of the total weight of all criteria to be used.

B. Oral Presentations

During the evaluation process, the District may, at their discretion, request any or all proposers to make oral presentations. Such presentations will provide proposers with an opportunity to answer any questions the District may have on their proposal. Not all proposers may be asked to make such oral presentations.

C. Right to Reject Proposals

The District reserves the right to: (i) not select any of the applicants; (ii) require applicants to submit to a personal interview and/or submit additional or clarifying information; (iii) to reject any or all proposals; (iv) to waive any informalities in the proposals; and (v) procure the services from other sources if deemed most advantageous to the objectives of the District.

The District’s determination of the applicant who is most advantageous to the goals and objectives of the District shall be final and conclusive. No applicant shall cause or influence, or attempt to cause or influence, any District official, officer or employee to secure unwarranted privileges or advantages.

IX. TERMS OF ENGAGEMENT:

A contract for the school year (July 1, 2019 – June 30, 2020) is contemplated by the Board of Education with the option to renew annually for the next four (4) years according to the terms and conditions listed in the RFP. The contract is contingent upon the availability and approval of funds and the review of the performance of the Firm/Individual. The District reserves the right to terminate the contract by giving 30 days’ notice to the Contractor.

Request for Proposal – Athletic Trainer and Strength & Conditioning Coach Services

Appendix A

NON-COLLUSIVE BIDDING CERTIFICATION

(As required by Section 103d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate, this corporation bidder shall be liable under the penalties of perjury).

As of September 1, 1966, this Section will read as follows-

103-d Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency, or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidders and affirmed by such bidder as true under the penalties of perjury,

- a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of any joint bid each party thereto certified as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - 1 The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with another bidder or with any competitor,
 - 2 Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - 3 No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- b. Any bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder shall so state and furnish with the bid a signed statement which sets forth in detail the reason therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to include the signing and submission of the bid and the inclusion as the act and deed of the corporation.

Signed _____ Title _____

Request for Proposal – Athletic Trainer and Strength & Conditioning Coach Services

Appendix B

RESOLUTION - FOR CORPORATE BIDDERS ONLY

RESOLVED THAT _____ be authorized to sign and submit the bid or proposal of this corporation for the following project:

Describe the project

And to include in such bid or proposal the certificate as to non-collusion required by SECTION ONE HUNDRED THREE – D of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by;

Corporation at a meeting of its Board of Directors held on the _____ day of _____ and is still in full force and effect this _____ day of _____

(SEAL OF CORPORATION)

(SECRETARY)

Request for Proposal – Athletic Trainer and Strength & Conditioning Coach Services

Appendix C

PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with State of New York laws and regulations.
- B. Proposer warrants that it is willing and able to obtain an error and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the Pelham Union Free School District.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Firm's Name

Address

City, State, Zip

(Print Name) **(Signature)**

(Phone) **(Fax)**

Request for Proposal – Athletic Trainer and Strength & Conditioning Coach Services

Appendix D

BACKGROUND / CRIMINAL CERTIFICATION

(This form must be signed and notarized – Submit with bid)

As part of this submission, I certify that I have performed background / criminal checks on all personnel to be assigned to the District. I understand that the personnel might come in direct contact with students and they have not been convicted of a felony or any offense in sexual nature involving a child.

Furthermore, I understand that the duty to certify is continuous in nature and extends to future employees and employees of subcontractors for the duration of the contract.

Signature: _____ Date: _____

Affirmed to me this _____ day of _____, 2019

Notary Signature: _____ Date: _____

Firm's Name

Address

City, State, Zip

(Print Name)

(Signature)

(Phone)

(Fax)

Request for Proposal – Athletic Trainer and Strength & Conditioning Coach Services

Appendix E

HOLD HARMLESS AGREEMENT

(This form must be signed and notarized – Submit with bid)

It is hereby agreed and understood that the contractor agrees to hold harmless and indemnify Pelham Union Free Schools Board of Education, Pelham Union Free School District or any officer, agent, servant, or employee of the Pelham Union Free School District from any lawsuit, action, proceeding liability, judgment, claim or demand which may arise out of:

- A) Any injury to person or property sustained by the contractor, its agents, servants or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance under the contract, however caused;
- B) Any injury to person or property sustained by any person, firm, or corporation, caused by any act, default, error or omission of the contractor, its agents, servants, or employees or any person, firm or corporation, directly or indirectly employed by them upon or in connection with performance under the contract.

The assumption of indemnity, liability and loss hereunder shall survive contractor’s completion of service or other performance hereunder and any termination of this contract.

The contractor at its own expense and risk shall defend any legal proceedings that may be brought against the Pelham Union Free School District, Pelham Union Free Schools Board of Education, or any officer, agent, servant, or employee of the Pelham Union Free School District on any claim or demand, and shall satisfy any judgment that may be rendered against the Pelham Union Free School District, Pelham Union Free Schools Board of Education, or any officer, agent, servant, or employee of the Pelham Union Free School District.

This Indemnification, Defense and Hold Harmless Agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature, notwithstanding that Dealer may deem the same to be frivolous or without merit. It is intended that this Agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Dealer.

Signature: _____ Date: _____

Affirmed to me this _____ day of _____, 2019

Notary Signature: _____ Date: _____

Request for Proposal – Athletic Trainer and Strength & Conditioning Coach Services

Appendix F

IRAN DIVESTMENT ACT COMPLIANCE RIDER

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §155-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the District, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §155-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

- a. The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- b. The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 155-a of the SFL and maintained by the Commissioner of the Office of General Services.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 155-a of the SFL. In any case where the bidder or proposer cannot certify that it is not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The District may award a bid to a bidder who cannot make the certificate on a case by case basis if:

1. The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The District makes a determination that the goods or services are necessary for the District to perform its functions and that, absent an exemption, the District would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

Request for Proposal – Athletic Trainer and Strength & Conditioning Coach Services

Appendix G

CERTIFICATION - IRAN DIVESTMENT ACT OF 2012

(This form must be signed and notarized – Submit with bid)

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, added new provisions to the State Finance Law (SFL), §155-a and General Municipal Law (GML) §103-g effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 155-a(3)(b) and GML §103-g, the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Proposer is advised that once the list is posted on the OGS website, any Proposer seeking to enter into, renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is bid upon or a proposal submitted, or the contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should District receive information that a person is in violation of the above-referenced certification, District will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

District reserves the right to reject any bid, proposal or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: _____ Date: _____

Affirmed to me this _____ day of _____, 2019

Notary Signature: _____ Date: _____

Request for Proposal – Athletic Trainer and Strength & Conditioning Coach Services

Appendix H

SCHEDULE OF FEES

(To include all necessary expenses as per specifications of the RFP)

Years	Trainer Services Annual Rate	Strength & Conditioning Coach Annual Rate
BASE CONTRACT 2019 – 2020		
CONTRACT EXTENSIONS: To be approved by The Board Of Education		
2020 – 2021		
2021 – 2022		
2022 – 2023		
2023 – 2024		

Company name

Address

City, State, Zip

(Print name) **(Signature)**

(Phone) **(Fax)**

Request for Proposal – Athletic Trainer and Strength & Conditioning Coach Services

Appendix I

PROPOSAL CERTIFICATION

We have read the Request for Proposal (RFP) for Athletic Trainer Services and fully understand its intent. We certify that we have adequate personnel, equipment, and facilities to fulfill the requirements thereto. We understand that our ability to meet the criteria and provide the required services shall be reviewed by the District, which will develop a recommendation for the Board of Education's consideration regarding the selection of the most advantageous services proposal.

It is understood that all information included in, attached to, or required by this RFP shall become public record upon delivery to the District. The undersigned certifies that the completion of the Proposal is a binding commitment to provide the Athletic Trainer Services requested as proposed herein.

Company name

Address

City, State, Zip

(Print name)	(Signature)
---------------------	--------------------

(Phone)	(Fax)
----------------	--------------