NOTICE OF REQUEST FOR PROPOSALS (RFPs)

for

Youth Football Director

The Edmonson County Board of Education will be selecting a Youth Football Director for Edmonson County. Sealed proposals will be received from all interested proponents at the Office of the Edmonson County Board of Education, 100 WildCat Way, Brownsville, KY 42210. Deadline to submit proposals is March 31, 2017 at 3:00 p.m., CST. Proposals shall be submitted in a sealed envelope marked as follows:
RFPs for Youth Football Director

Specifications and proposal package may be obtained at the Office of the Edmonson County Board of Education during normal business hours at the same address stated above.

The Edmonson County Board of Education reserves the right to accept and/or reject any or all proposals and waive all formalities.

BOARD OF EDUCATION OF EDMONSON COUNTY, KENTUCKY
OFFICE OF SUPERINTENDENT
100 WILDCAT WAY
BROWNSVILLE, KY 42210

Request for Proposals for Edmonson County Youth Football League Director

This is a Request for Proposals (RFP) for the services of a Youth Football League Director in Edmonson County.

I. INTRODUCTION

This RFP seeks responsible parties to direct the Edmonson County Youth Football League.

II. SPECIFIC CONDITIONS AND REQUIREMENTS

A. QUALIFICATIONS

1. Responsible individual(s) or entity able to direct, manage, and administer the Youth Football League in Edmonson County.
2. Must have evidence of solvency.
3. Must have evidence of ability to obtain commercial general liability insurance as set forth in Section IV.D. of this proposal.

B. SERVICES REQUIRED

1. Direct, manage and administer all aspects of Youth Football League.

III. GENERAL INFORMATION

A. SUBMISSION REQUIREMENTS

The submission requirements for the RFP are detailed below. Information contained in the proposal is confidential and shall remain so until a contract is signed.

Responses to the RFP must contain the following information:

1. Qualification statement of bidder (including description of similar programs bidder has administered previously).
2. A list of the groups for which bidder has administered similar programs, with a reference or contact person for each.
3. Evidence that entity, if a corporation, is in good standing and qualified to conduct business in Kentucky.
4. If a corporation, details about the length of time bidder's company has been in business, financial ratings, and credentialed staff.

5. An overall description of the methods and procedures to be used in administering the Youth Football League.

B. REJECTION OF PROPOSALS

The Board of Education of Edmonson County, Kentucky ("Board") reserves the right to reject any or all submissions in whole or in part for any reason without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness of the submission requirements.

Proposals that contain false or misleading statements may be rejected if in the Board's opinion the information was intended to mislead the Board regarding a requirement of the RFP.

D. AWARD AND EXECUTION OF CONTRACT

No contract or agreement, express or implied, shall exist or be binding on the Board before the execution of a written contract by both parties. If agreement on the terms of such a contract cannot be reached after a period deemed reasonable by the Board in its sole discretion, the Board may enter into negotiations and sign a contract with any other bidder who submitted timely, responsive and responsible proposals to this RFP. Alternatively, if, after the Board and the bidder agree to terms and execute a contract, that contract is terminated for any reason, the Board may, in its sole discretion, either enter into negotiations with the bidder with the next highest scored proposal, or issue a new RFP and begin the proposal process anew.

E. ERRORS IN THE RFP

If a bidder submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder should immediately contact the Board and request that the RFP be clarified or modified.

F. ADDENDA

The Board may modify the RFP prior to the date fixed for submission of proposals by faxing an addendum to the bidders to whom the RFP was sent. If any bidder determines that an addendum unnecessarily restricts its ability to bid, it must notify the Board no later than one (1) business day following the receipt of the addendum.

IV. CONTRACTING REQUIREMENTS

Upon selection of a Director, the terms set forth in this RFP are to be embodied in a definitive agreement containing such additional covenants and other provisions as may be mutually acceptable. The Board contemplates that, in addition to the terms previously described in this RFP, final agreement between the Board and the selected Director will include, without limitation, the following principal terms. Submission of a proposal shall

constitute agreement to contract on these terms, except for any term specifically reserved in the proposal by the Director for future negotiation.

A. WARRANTIES AND REPRESENTATIONS

1. **Qualifications**. Director represents and warrants that it, or alternatively, any authorized subcontractor it retains to perform services hereunder, possess the requisite skill, expertise, experience and resources to perform the scope of services required in a professional manner. Director will at all times supply an adequate number of well-qualified personnel to administer the Youth Football League, and will provide a contact person available and authorized to remedy any non-conformity with this warranty.

2. **Survival**. Director's representations and warranties shall survive: (i) execution and delivery of any agreement; and (ii) expiration or termination of any agreement.

B. EQUIPMENT, TOOLS, SUPPLIES

The Director will supply all equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services and insurance required to administer the Youth Football League. The Board has no obligation whatsoever to provide any equipment, tools, supplies, instrumentalities, transportation, support services or insurance required to perform services under any agreement.

C. INDEMNITY OBLIGATIONS OF DIRECTOR

To the fullest extent permitted by law, Director agrees to protect, indemnify, defend and hold the Board, employees, agents and representatives and each of their successors and assigns entirely harmless from and against any and all claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs and charges, including, without limitation, attorneys' fees and expenses, arising directly or indirectly from or in connection with (a) any breach of the agreement, (b) any actual or alleged negligent act, negligent error or omission, intentional misconduct of, or violation of any law by the Director or the Youth Football League, the Director or the Youth Football League's employees, subcontractors, agents, representatives or assigns; or (c) the Board's enforcement of its rights under this indemnity provision. Director agrees that its obligations under this indemnity will survive the expiration and termination of any agreement.

In the event both the Board and Director are named as defendants in the same civil action, and the Board determines that a conflict of interest exists between the parties, Director will agree to provide, at its own cost, independent counsel for the Board to be chosen by the Board.

The Board may, at its option, designate its regular attorney as equal participating counsel in any litigation where the Board is defended by Director.

D. INSURANCE OBLIGATIONS OF DIRECTOR

Director will provide and keep in full force and effect during the term of any agreement, at Director's own cost and expense, the following insurance policies for the joint benefit of Director and the Board, with an insurer reasonably acceptable to the Board:

1. Commercial general liability insurance for bodily injury, including Personal Injury and Blanket Contractual, with limits of $1,000,000.00 per occurrence, and property damage with limits of $10,000.00 per occurrence.

2. Workers' Compensation. Workers' compensation coverage, as required by Kentucky state law.

Director will deliver certificates of such insurance within seven (7) days of the execution of any agreement with the Board. Each certificate will name the Board as an additional insured, and provide that the Director's policy shall be primary and noncontributing with respect to any insurance carried by the Board. Each policy will provide for thirty (30) days prior written notice to the Board in the event of cancellation or reduction in coverage or amount. If Director fails to secure and maintain insurance policies complying with the provisions of any agreement, the Board may purchase the appropriate insurance policies and Director will pay upon demand the cost of such insurance policies to the Board, or the Board may terminate any agreement. In addition to the required insurance to be maintained by the Director, if the Director assigns any portion of the duties under any agreement in accordance with the terms thereof, each subcontractor or assignee will purchase and maintain the same insurance coverage required hereunder.

Director will immediately notify the Board if Director's commercial general liability insurance contains restrictive endorsements other than those restrictive endorsements normally included. If Director's commercial general liability insurance contains such restrictive endorsements, Director shall have five (5) business days to remove said restrictions. If Director is unable to do so, the Board of Education may terminate any agreement, and will be required to give the Director no more than two (2) business days' notice of such termination, notwithstanding anything in the RPF to the contrary.

E. TERMINATION

1. **At Will.** Any agreement may be terminated by the Board, in its sole and complete discretion, upon thirty (30) days written notice to Director.

2. **Default by Director.** Any agreement may be terminated by the Board upon fifteen (15) days written notice to the Director in the event the Director is in default under any of its provisions.

3. **Automatic Termination.** Any agreement will automatically terminate on the occurrence of any of the following events: (a) bankruptcy or insolvency of either

party; (b) failure to comply with federal, state or local laws, regulations or requirements; or (c) expiration of the agreement.

F. CONFIDENTIALITY AND PUBLICITY

Except for Director's employees and agents who reasonably need to know information to perform services under any agreement, Director will retain all confidential information provided by the Board in the strictest confidence and will neither use nor disclose it to anyone without the prior written consent of the Board. Without waiving any right to obtain monetary damages or other appropriate relief, the Board retains the right to enjoin any unauthorized disclosure in an appropriate court of law or equity. Director will not issue or make any public announcements concerning the Board without the prior written consent of the Board.

G. NONDISCRIMINATION; COMPLIANCE WITH LAWS

Director agrees to comply with all applicable federal, state, and local laws and regulations, including but not limited to provisions Title VI, Civil Rights Act of 1964; Title IX, The Educational Amendments of 1972; or Section 504, Rehabilitation of the Handicapped, 1973; and the Americans with Disabilities Act of 1990. Director agrees to include the nondiscrimination and compliance provisions of this clause in any and all subcontracts to perform work under the agreement.

H. ASSIGNMENT

1. **Assignment.** Director will not assign or transfer its interest under the agreement, either in whole or in part, without the prior written consent of the Board in its sole and absolute discretion.

JOINT USE AND SERVICES AGREEMENT

This Joint Use and Services Agreement ("Agreement") is made and entered into by the **EDMONSON COUNTY SCHOOL DISTRICT** ("District"), the **EDMONSON COUNTY YOUTH FOOTBALL LEAGUE** ("Football League"), and _____ _____, individually and in his/her capacity as the Edmonson County Youth Football League Director ("Director").

WHEREAS, the District is the owner of real property in Edmonson County, including facilities and active use areas that are capable of being used by the Football League for community recreational purposes; and

WHEREAS, under appropriate circumstances, these publicly held lands and facilities should be used most efficiently to maximize use and increase recreational opportunities for the community; and

WHEREAS, the Director desires to direct, manage, and administer the Football League for the benefit of the community; and

NOW, THEREFORE, the District, Football League, and Director agree to cooperate with each other as follows:

1. **Effective Date and Term**
   This Agreement will become effective on _____, 2017, and will continue for a period of ___ years, and then shall be automatically renewed on a yearly basis unless sooner terminated as provided for hereinafter in Section 14.

2. **Facilities covered**
   The term "Active Use Areas" as used in this Agreement is defined as the parking lots and athletic fields owned by the District. The District and the Football League shall have the right to add or exclude Active Use Areas during the term of this Agreement, provided that any such change shall be in writing and approved by both the District and the Football League.

3. **Permitted Uses of Active Use Areas**

   a. **District Use**
      The District shall be entitled to the exclusive use of all Active Use Areas for public school and school-related educational and recreational activities, and for all other purposes and at times desired by the District or its agents.

   b. **Football League Use**
      At all other times and subject to the schedule developed by the Football League and the District, the Football League will be entitled to access and use Active Use Areas, without charge, for community recreational and educational purposes for the benefit of the District's students, the District, and the Football League. The Football League's obligations

under this Agreement shall also apply to third parties using the Active Use Areas. The Football League shall be responsible for ensuring third parties comply with all obligations under this Agreement when using Active Use Areas. The Football League shall enforce all District rules, regulations, and policies provided by the District while supervising community recreational activities at Active Use Areas. In planning programs and scheduling activities on school grounds, the security, academic, athletic, and recreational needs and opportunities of school-aged children will be the highest priority and be adequately protected. The periods of use of Active Use Areas by the Football League shall be referred to as "Public Access Hours."

The Football League acknowledges that the District's approval to use District property does not signify District sponsorship, endorsement, or approval of the activity or of the party using the property.

4. **Compliance with Laws**
The Director and Football League agree to comply with all applicable federal, state, and local laws and regulations, including but not limited to provisions Title VI, Civil Rights Act of 1964; Title IX, The Educational Amendments of 1972; or Section 504, Rehabilitation of the Handicapped, 1973; and the Americans with Disabilities Act of 1990. The Director and Football League agree to include the nondiscrimination and compliance provisions of this clause in any and all subcontracts to perform work under the agreement.

5. **Designation of Employees**
The District and the Football League shall respectively designate an employee with whom the other party, or any authorized agent of the party, may confer regarding the terms of this Agreement.

6. **Scheduling Use of Property**
The District and the Football League shall develop a master schedule for joint use of District Active Use Areas to allocate property use to the District, the Football League and third parties.

7. **Improvements**

   a. The Football League shall obtain prior written consent of the District to make any alterations, additions, or improvements to District's Active Use Areas.

   b. Any such alterations, additions, or improvements will be at the expense of the Football League, unless otherwise agreed upon.

   c. The District may, for good cause, require the demolition or removal of any alterations, additions, or improvements made by the Football League at the expiration or termination of this Agreement. "Good cause" includes reasons of health, safety, or the District's need for the District property for educational purposes.

8. **Supervision, Security, Enforcement and Equipment**

   a. **Supervision and Enforcement**
   The Football League shall train and provide an adequate number of competent personnel to supervise all activities for the Football League. The Director shall possess the requisite skill, expertise, experience and resources to perform the scope of services required in a professional manner, and shall enforce all of the District's rules, regulations, and policies while supervising activities or programs on the District's Active Use Areas.

   b. **Security**
   The District shall provide the Football League with access to the District's Active Use Areas. The District will provide keys, as needed to the Football League Director responsible for opening and locking the Active Use Areas.

   c. **Inspection and Notification**
   The Football League staff shall inspect the District's Active Use Areas to ensure these sites are returned in the condition they were received. The Football League shall ensure the District's designated employee is notified, within twenty-four hours or by Monday if damage occurs on the weekend, in the event that any Active Use Area suffers damage during Football League or third- party use.

9. **Equipment and Supplies**
   The Director and/or Football League will supply all equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services and insurance required to administer the Football League. The District has no obligation whatsoever to provide any equipment, tools, supplies, instrumentalities, transportation, support services or insurance required to perform services under any agreement.

10. **Maintenance**
   The Football League agrees to exercise due care in the use of the Active Use Areas. The Football League shall during the time of its use keep the Active Use Areas in neat order. The Football League shall be responsible for all costs the District incurs related to its failure to clean the Active Use Areas and/or failure to return the Active Use Areas in the condition they were received.

   The District shall be responsible for the regular maintenance, repair, and upkeep of its properties and facilities.

11. **Restitution and Repair**

   The Football League shall be entirely responsible to repair, remediate, or fund the replacement or remediation of any and all damage or vandalism to the Active Use Areas that occurs during Public Access Hours.

a. Repairs

Except as mutually agreed, the Football League shall not cause repairs to be made for any building, facility, property, or item of equipment for which the District is responsible. The District agrees to make such repairs within the estimated and/or fixed costs agreed upon. If it is determined that the Football League is responsible for the damage, then the Football League agrees to reimburse the District at the estimated and/or fixed costs agreed upon.

b. Reimbursement Procedure

The District shall send an invoice to the Football League Director within 30 days of completion of the repairs to or replacement of damaged property. The invoice shall itemize all work hours, equipment, and materials with cost rates as applied to the repair work. If the repair is completed by a contractor, a copy of the contractor's itemized statement shall be attached. Actual costs shall be reimbursed if less than estimated and/or fixed costs. The Football League shall reimburse the District within 90 days from receipt of such invoice.

c. Disagreements

The Football League shall retain the right to disagree with any and all items of damage to buildings or equipment as identified by the District, provided this disagreement is made within 30 days after a first notification.

i The Football League shall make any disagreements in writing to the District by letter, facsimile, or email to the District's designated employee. The Football League shall clearly identify the reasons for refusing responsibility for the damages. Failure to make the disagreement within the prescribed time period shall be considered as an acceptance of responsibility by the Football League.

ii After proper notification, designated representatives of the Football League and District shall make an on-site investigation and attempt a settlement of the disagreement.

iii In the event an agreement cannot be reached, the matter shall be referred to the District Superintendent and the decision of the District Superintendent shall be final.

iv The District shall have the right to make immediate emergency repairs or replacements of property without voiding the Football League's right to disagree.

12. Liability and Indemnification

The Director and the Football League shall be legally responsible for any and all damages to individuals and school equipment, building(s), grounds, or facilities resulting from the Director and/or Football League's activities and/or use.

To the fullest extent permitted by law, the Director and Football League agree to protect, indemnify, defend and hold the District, the Board of Education of Edmonson County, its members, employees, agents and representatives and each of their successors and assigns entirely harmless from and against any and all claims, actions, demands, proceedings,

liabilities, damages, judgments, fines, penalties, settlements, costs and charges, including, without limitation, attorneys' fees and expenses, arising directly or indirectly from or in connection with (a) any breach of the agreement, (b) any actual or alleged negligent act, negligent error or omission, intentional misconduct of, or violation of any law by the Director or the Football League, the Director or the Football League's employees, subcontractors, agents, representatives or assigns; or (c) the District's enforcement of its rights under this indemnity provision. The Director and the Football League agree that their obligations under this indemnity will survive the expiration and termination of any agreement.

In the event both the District and the Director and/or Football League are named as defendants in the same civil action, and the District determines that a conflict of interest exists between the parties, the Director and/or the Football League will agree to provide, at its own cost, independent counsel for the District to be chosen by the District.

The District may, at its option, designate its regular attorney as equal participating counsel in any litigation where the District is defended by the Director and/or the Football League.

13. Insurance

The Director and Football League shall procure sufficient liability insurance to indemnify and defend the School Parties for any injuries or property damage which might occur during its use of District Property. The School Parties shall be added as additional insureds by endorsement to the liability policy.

a. Commercial General Liability for bodily injury, including Personal Injury and Blanket Contractual, with limits of $1,000,000.00 per occurrence, and property damage with limits of $10,000.00 per occurrence.

b. Workers' Compensation. Workers' compensation coverage, as required by Kentucky state law.

c. Documentation of insurance. The Director and Football League shall provide a certificate of insurance each year this Agreement is in effect showing proof of the above coverage. In the event the Football League is self-insured for the above coverage, such agency shall provide a letter stating its agreement to provide coverage for any claims resulting from its negligence in the above amounts.

The Director and Football League will deliver certificates of such insurance within seven (7) days of the execution of any agreement with the District. Each certificate will name the Board as an additional insured, and provide that the Director and Football League's policy shall be primary and noncontributing with respect to any insurance carried by the District. Each policy will provide for thirty (30) days prior written notice to the District in the event of cancellation or reduction in coverage or amount. If the Director and Football League fail to secure and maintain insurance policies complying with the provisions of any agreement, the District may purchase the appropriate insurance policies and the Director and Football League will pay upon demand the cost of such insurance

policies to the District, or the District may terminate any agreement. In addition to the required insurance to be maintained by the Director and Football League, if the Director and/or Football League assign any portion of the duties under any agreement in accordance with the terms thereof, each subcontractor or assignee will purchase and maintain the same insurance coverage required hereunder.

The Director and Football League will immediately notify the District if the Director and Football League's commercial general liability insurance contains restrictive endorsements other than those restrictive endorsements normally included. If the Director and Football League's commercial general liability insurance contains such restrictive endorsements, the Director and Football League shall have five (5) business days to remove said restrictions. If the Director and Football League are unable to do so, the District may terminate any agreement, and will be required to give the Director and Football League no more than two (2) business days' notice of such termination, notwithstanding anything in Section 14 to the contrary.

14. Termination

a. **At Will.** Any agreement may be terminated by the District, in its sole and complete discretion, upon thirty (30) days written notice to the Director.

b. **Default by Director**. Any agreement may be terminated by the District upon fifteen (15) days written notice to the Director in the event the Director and/or Football League are in default under any of its provisions.

c. **Automatic Termination**. Any agreement will automatically terminate on the occurrence of any of the following events: (a) bankruptcy or insolvency of either party; (b) failure to comply with federal, state or local laws, regulations or requirements; or (c) expiration of the agreement.

15. Confidentiality and Publicity

Except for the Director and Football League's employees and agents who reasonably need to know information to perform services under any agreement, the Director and Football League will retain all confidential information provided by the District in the strictest confidence and will neither use nor disclose it to anyone without the prior written consent of the District. Without waiving any right to obtain monetary damages or other appropriate relief, the District retains the right to enjoin any unauthorized disclosure in an appropriate court of law or equity. The Director and Football League will not issue or make any public announcements concerning the District without the prior written consent of the District.

16. Assignment

The Director and/or Football League will not assign or transfer their interest under the Agreement, either in whole or in part, without the prior written consent of the District in its sole and absolute discretion.

17. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes any prior negotiations, representations, agreements, and understandings.

18. Amendments

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

Superintendent, Edmonson County School District	Date
Chairman, Edmonson County Board of Education	Date
Director, individually and in his/her capacity as Edmonson County Youth Football League Director	Date