



Office of Purchasing
10910 Clarksville Pike
Ellicott City, Maryland 21042-6198
(410) 313-6723, fax (410) 313-6789

REQUEST FOR PROPOSAL

High School Athletic Trainer Services

RFP #032.21.B4

The Howard County Public School System (HCPSS) invites your submittals to provide High School Athletic Trainer Services for the Howard County Public School System as specified in the attached Request for Proposals (RFP) No. 032.21.B4.

RFP documents may be obtained on **April 19, 2021** at the Howard County Department of Education, Purchasing online website at www.hcpss.org/about-us/purchasing/current-bids/.

The Purchasing Office's contact for this solicitation is Mr. Robert Gill, robert_gill@hcpss.org, (410) 313-4584.

Submittals shall be in a sealed envelope clearly marked "RFP", "High School Athletic Trainers Services- RFP #032.21.B4", to the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike, Ellicott City, Maryland 21042 (Purchasing Portable Unit #177 located in the rear parking lot) no later than **May 20, 2021 at 10:00 A.M.** Late Proposals will not be accepted. It is the submitting Firms responsibility to insure that Proposals are delivered to the Purchasing Office prior to the scheduled opening time.

It is the submitting firm's sole responsibility to regularly visit the HCPSS Purchasing web site listed above to download and acknowledge receipt of all Addenda. It is highly recommended that submitting firm ascertain if they have received all the addenda issued prior to submitting their proposal. Failure of any submitting firm to receive any such Addenda or interpretation may not relieve such submitting firm from obligation under his/her proposal as submitted.

All questions shall be directed, in writing, no later than **2:00 P.M., April 29, 2021** to Mr. Robert Gill, Procurement Specialist, Robert_gill@hcpss.org. The Howard County Public School System is under no obligation to respond to any questions that are received after the cutoff date and time. Only answers provided via addenda issued by the HCPSS will be binding. Under no circumstances are firms, including third party vendors or their staff, to contact any other HCPSS Staff, employees or any related constituency for purposes associated with this solicitation, including but not limited to, obtaining or providing information. **Firms failing to comply with this requirement may be disqualified.**

The Board reserves the right to waive any informalities in, or to reject any or all Proposals

Certified Minority Business Enterprises are encouraged to respond to this solicitation notice.

Please return the attached NO BID REPLY FORM if your firm does not bid this project. This form may be faxed to (410) 313-6789.

Robert B. Gill, CPPB, CPPO
Procurement Specialist

**HIGH SCHOOL ATHLETIC TRAINER SERVICES
RFP # 032.21.B4**

**HOWARD COUNTY PUBLIC SCHOOL SYSTEM
10910 Clarksville Pike
Ellicott City, Maryland 21042**

ISSUE DATE: April 19, 2021

SEALED BID FOR: High School Athletic Trainers Services

RFP NUMBER: RFP # 032.21.B4

PRE-BID DATE: None

PRE-BID TIME: N/A

QUESTIONS DUE April 29, 2021 at 2:00 PM, in writing (See "Notice to Bidders"
for Instructions)

PROPOSAL DUE DATE: May 20, 2021

BID DUE TIME: 10:00 A.M.

BUYER: Mr. Robert Gill
phone: 410-313-4584
fax: 410-313-6789
email: Robert_Gill@hcpss.org

REQUEST FOR PROPOSALS
FOR
HIGH SCHOOL ATHLETIC TRAINER SERVICES

RFP No. 032.21.B4

Howard County Public School System
10910 Clarksville Pike (MD State Route 108)
Ellicott City, Maryland 21042

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PART I – GENERAL INFORMATION

OBJECTIVE

The Howard County Public School System (HCPSS) has issued this Request for Proposals (RFP) to solicit proposals from qualified, independent Providers to provide certified, licensed athletic trainer (ATC) services at school events as defined in this document.

BACKGROUND

The Howard County Public School System requires the services of certified ATCs for all home and regular season and playoff contests for the sports/events listed in this document. The purpose of this solicitation is to formalize the requirements and establish term contracts for fixed fees. The school system currently has allocated approximately \$21,120.00 per school for fiscal year 2021.

HCPSS intends to enter one or more contracts to provide the services outlined herein to twelve high schools plus one new High School scheduled to open fall of 2023:

Atholton	Centennial	Glenelg	Hammond	Howard	Long Reach
Marriotts Ridge	Mt. Hebron	Oakland Mills	Reservoir	River Hill	Wilde Lake High

DESCRIPTION OF SERVICES

All athletic trainers need to be National Athletic Trainers' Association (NATA) Board of Certification (BOC) certified and licensed by the State of Maryland prior to being placed in service.

The certified and licensed Athletic Trainer (LAT) will work at the designated HCPSS high schools. The LAT shall practice within the scope of his/her expertise and certification.

The Provider shall provide a NATABOC (LAT). An LAT has successfully passed a certification exam administered by the BOC.

Effective October 2011, all ATCs practicing in the state of Maryland will have to acquire a state issued professional license. This will involve an application as well as a signed Evaluate and Treat Protocol by a Medical Director.

Provider shall furnish the following:

An LAT certified by the National Athletic Trainers' Association (NATA) to provide medical coverage for home games and practices for Howard County high schools according to a schedule issued by HCPSS.

In the event of an injury to a student athlete, the LAT will provide immediate first aid and assist with the emergency transfer of the student athlete for continued medical care.

The LAT will perform functions within his/her professional scope of practice, as established by NATA under the six domains of athletic training. The six domains are:

Prevention

- Attendance at athletic games and practices
- Application of protective and prophylactic devices

- Advise athletes on proper use of equipment
- Education of athletic injuries and conditions
- Education of athletes on nutritional aspects of performance

Clinical Evaluation and Diagnosis

- On-field assessment of acute athletic injuries
- Assessment of emergency conditions or situations
- Evaluation of chronic athletic injuries or conditions
- Recognition of general medical conditions
- Conduct any Covid 19 related check-in, contact tracing, and return to play.

Immediate Care

- Acute first aid for all injuries and conditions
- Coordination/Activation of emergency medical care

Treatment, Rehabilitation, and Reconditioning

- Application of modalities to athletic injuries
- Instruction of rehabilitation exercises for athletic injuries
- Instruction on methods of maintaining overall body conditioning while injured
- Education of the injury and direction of care
- Supervision of athletes' return to activity
- Referral of athletes to more specialized care for injury management
- Coordination of outside care and treatments

Organization and Administration

- Maintenance of Athletic Training Room
- Inventory of all Athletic Training Room supplies and resources
- Accurate documentation of all daily treatments, injuries, and referrals
- Injury Report to Athletics office each sports' season
- Collection of all correspondence with treating physician
- Routine communication between parent or guardian, coach, and treating therapist or physician

Professional Responsibility

- Maintain a high level of professionalism at all times to positively impact the community
- Comply with all confidentiality and disclosure requirements
- Complies with all local, state, and federal rules, requirements, regulations, and laws related to Athletic Training
- Reports any suspected or known violation of a rule, requirement, or law to proper authorities

There will be one dedicated LAT for each high school. Services of the LAT will be for an estimated average of a minimum of 25 hours per week, per school. Specific times may vary by school, scheduled school holidays, and season. Weekend and evening work will be required on a school specific basis. Lengthened or shortened daily hours will be agreed upon by the school based Athletics and Activities Managers (AAM) and the assigned LAT on a school specific basis in order to maintain the average time commitment of 25 hours per week per school. The following games will always be covered: JV and Varsity football and boys' lacrosse games. Special events will typically be covered if sponsored by HCPSS (not individual school) and covered during a regularly scheduled and agreed upon time commitment.

Covered events include:

- Cross Country County Championship
- County Indoor Track Championship

- County Wrestling Tournament
- County Outdoor Track Championship
- County Cheerleading Championship

Provider shall be able to offer pre-participation physical exams, as needed, to students requiring them at a nominal cost.

While on site at each school, the LAT will be available during a schedule agreed upon with the AAM, to facilitate transition of the care of each injured student athlete to the student's physician, a team physician, emergency medical personnel, an emergency room physician, or an orthopedic specialist, as appropriate.

Provider shall conduct criminal background checks and maintain proof of current NATA certification and State of Maryland Licensure in order to ensure that its employees assigned to HCPSS's schools have the proper skills, qualifications, and training to perform the duties described herein. HCPSS reserves the right to require additional investigation at the expense of HCPSS.

Provider shall perform training duties according to the following Hierarchy of Medical Decision Making on site/sideline:

- The LAT has the final decision regarding care needs.
- Other than the LAT, no parent or non-team physician may make field decisions unless cleared in advance or in conjunction with, the coach (when on the field), the Principal/designee, or the HCPSS Coordinator of Athletics.

Return to play:

- Any injured student athlete who has been restricted from practice or play by a Physician must be cleared by that physician in writing prior to return to the activity.
- Any student athlete who has been restricted by HCPSS's team coach or LAT from practice or play and referred to a physician for care may return to play only after (1) the LAT receives written documentation from that physician that the student athlete may return to play, including any applicable limitations, and (2) the HCPSS's team coach consents to the student athlete's return to play. If a physician referral is made but the student athlete's parent or guardian is unwilling to seek such care, the parent or guardian must provide the LAT trainer with his or her written consent for the student athlete's return to play, accompanied by a written release of both HCPSS and Provider, and their respective agents and employees, from any liability related to such return to play. In such a case, the LAT shall make the final decision regarding any return to play.

HCPSS may purchase additional LAT services for special events. Generally such non-covered events will draw competitors from outside Howard County, and individual school teams, not sponsored by HCPSS. Examples of non-covered events include:

- Regional Cross Country Championships
- Regional Wrestling Tournament
- Regional Indoor Track
- Regional Outdoor Track Championship

Acute Injury Evaluation and Mild Traumatic Brain Injury Care:

- The LAT will conduct on-site, acute injury evaluation on all injuries occurring while at home contests and determine based on evaluation the appropriate plan of care (i.e. monitored home care, hospital referral, etc).
- If the initial injury occurred at an away contest, the LAT will contact the parents to determine what actions were taken and will determine the appropriate plan of care from that point.
- The LAT will coordinate with the athlete's primary care physician on any and all follow up care and treatment. If the athlete is not referred to his/her physician, the LAT will perform all follow up care necessary operating under the Medical Director.
- The LAT will utilize all information collected from evaluations, physicians, and testing to make the final decision regarding the athlete's gradual safe return to play (RTP), activity and/or competition.
- The LAT will perform baseline testing on all new athletes of selected sports entering the HCPSS Athletic Program, including all incoming freshmen, as well as all retesting necessary using the ImPACT concussion testing software.
- In consultation with an Authorized Health Care Provider trained in concussion management, the LAT, when possible, will utilize ImPACT testing software to conduct post-injury concussion tests for comparison to baseline scores.

THE HOWARD COUNTY PUBLIC SCHOOLS

HCPSS will provide the following:

- Purchase and provide all first-aid supplies.
- Provide and maintain adequate and acceptable space for use as an athletic training area at each school.
- Grant Provider exclusivity as supplier of athletic training services to each of the high schools covered by this agreement. This condition is to include, but not to be limited to, the display of banners and clothing at school functions, program advertising, schedule cards, and program ads, etc.
- HCPSS shall obtain consent from each student athlete's parent or guardian for the LAT to share medically based information with the student athlete's physicians, therapists involved in providing treatment and emergency response personnel in the field.
- See Exhibit A for additional coverages.

PART II - INSTRUCTIONS TO BIDDERS

A. BID PREPARATION

1. One (1) complete set of the Request for Proposal Bid Documents, consisting of: (1) General Provisions and Information; (2) Terms and Conditions; (3) the Specifications and Submittal Format; (4) any Plans, Exhibits, Appendix's, or drawings made part of the Invitation for Bid; (5) any addenda, shall be provided to each prospective Bidder. The original Proposal Bid Cost Sheet/Form of Proposal must be returned: (1) with all questions answered; (2) without alteration; (3) with the BID SIGNATURE SHEET (Affidavit) or No Bid Reply form properly signed; (4) sealed and enclosed in an envelope; (5) to the Purchasing Office, The Howard County Public School System, 10910 Clarksville Pike, Ellicott City, Maryland 21042, either mailed or hand carried before the time and date stated for return of bid. Telephone, facsimile, and/or electronic bids will not be accepted. It is the Offeror's responsibility to ensure that their Bid Proposal is delivered to the proper place prior to the scheduled opening time.
2. The remaining documents consisting of all pages of the Invitation for Bid, the General Provisions, Terms and Conditions, any plans, drawings or extraneous matter, shall be retained by the Offeror and will form part of the contract resulting from the Invitation for Bid.
3. It is the Offeror's responsibility to examine and understand all documents, addenda, drawings, or other information posted by the Purchasing Office in reference to this Bid.
4. It is highly recommended that individuals preparing bid submittals for this solicitation utilize the Bid Check List enclosed with this document to assure that they have included all of the required items. Failure to include items may cause your bid to be non responsive.

B. DUE DATE AND TIME

1. One Original (Marked Original), Three (3) copies (Marked Copy). Bids must arrive at the Purchasing Office by the time, date and location specified in the Invitation to Bid in order to be considered for this project. If a Bidder includes supplemental documents such as brochures they must attach a copy of all the supplemental materials to the Original and the copy.
2. LATE BIDS CANNOT BE ACCEPTED. Any bids received after the time and date specified, or at a different location will not be opened or given any consideration. HCPSS recommends against the use of mail or delivery services that will not guarantee delivery directly to the Purchasing Office. Bids delivered to the central mailroom or front desk will not be considered "received" until they arrive at the Purchasing Office. HCPSS will not waive delay in delivery resulting in delay on the part of a carrier.

C. INCLEMENT WEATHER OR OTHER UNANTICIPATED HCPSS CLOSINGS

1. In the event that Howard County Public Schools are closed for students on the scheduled bid due date, but the Purchasing Office located in the Administrative/Central Offices are open then the bids will be due as specified in the original documents. In the event the Schools have a delayed opening on the date bids are due, the bid date and time will not change. In the event that the
2. HCPSS Administrative/Central Offices are closed as the result of inclement weather or for other unanticipated reasons, Bids will be due on the next day that the Administrative/Central Office is

officially open, at the same time specified. It is the bidder's responsibility to check the closure announcements.

D. CONTRACT DOCUMENTS

Contract Documents consist of The General Provisions of Bid Proposal, Terms and conditions, the Solicitation Specifications and scope of work, the 100% bid documents and any applicable addenda issued. All of these materials and documents associated to this solicitation will be included in the Contract(s) which The Board of Education awards as a result of this solicitation and will become the contract. The Bidder, by submitting its bid, agrees that if awarded the Contract that it will be bound under the Contract to all the Terms and Conditions of the Contract.

E. SIGNING OF FORMS

1. The Bid, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, they shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, they shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer there must be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation. Signatures shall be under seal, i.e.: indicated by the word "(Seal)" following signature of individual and partner bidders, and indicated by affixing the Corporate Seal at corporate signatures.

F. ISSUING OFFICE

a) The Issuing Office is:

The Howard County Public School System
Purchasing Office (Portable Unit #177)
10910 Clarksville Pike
Ellicott City, Maryland 21042
Attn: Robert B. Gill
(410) 313-4584
robert_gill@hcpss.org

b) The Issuing Office Purchasing Representative above shall be the sole point of contact with HCPSS for purposes of preparation and submittal of Offer.

G. QUESTIONS AND INQUIRIES

1. For purposes of preparation and submittal of the Bid, please direct all questions in writing to Mr. Robert Gill, robert_gill@hcpss.org of the Issuing Office.
2. Items affecting the scope of work or conditions of the contract shall be subject to the conditions of Addenda.
3. Under no circumstances are Vendors, including third party vendors or their staff, to contact any other Howard County Public Schools staff or related constituency for purposes associated with this solicitation, including but not limited to obtaining or providing information. Vendors failing to comply with this requirement may be disqualified.

H. CLARIFICATIONS AND ADDENDA

1. Should a Bidder find discrepancies in the Bid documents, or should they be in doubt as to the meaning or intent of any part thereof, they must request clarification in writing from the Issuing Office Representative, no later than the last day for questions specified in the bidding document, and the Purchasing Representative for the solicitation will respond by issuing a written Addendum to the Contract. Failure to request such clarification is a waiver to any claim by the Bidder for expense made necessary by reason of later interpretation of the bid documents by the HCPSS. Requests shall include the bid number and name.
2. Oral explanations or instructions will not be binding; only written Addenda will be binding. HCPSS reserves the right to amend or modify this solicitation. Changes will be made in the form of written addenda and posted to the HCPSS Purchasing web site at www.hcpss.org/about-us/purchasing/current-bids/.
3. It is the bidder's sole responsibility to monitor the Purchasing web site prior to submitting their bid and acknowledge receipt of said addenda on the proper bid form. Failure to do so may result in non- receipt of important information and may not relieve such bidder from any obligation under his/her bid submittal.
4. The Bidder shall acknowledge the receipt of all addenda on the Information and Cost Proposal form (Appendix C).

I. ERRORS IN BIDS

1. Failure of the bidder to thoroughly understand all aspects of the Invitation for Bid before submitting their bid will not act as an excuse to permit withdrawal of his bid nor secure relief or plea of error.
2. Neither law nor regulation makes allowance for errors or omissions on the part of the bidders.

J. TERMS OF CONTRACT

1. By submitting a response to this solicitation, a contractor affirms acceptance of all terms and conditions contained in the conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, and any addenda and agrees that these bidding documents will become the contract for any future projects awarded under this contract.

K. CONFIDENTIALITY

1. Bidders should give specific attention to the identification of those portions of their submittal which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by HCPSS under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6 of the Annotated Code of Maryland. Contractors must clearly indicate each and every section that is deemed to be confidential, proprietary, or a trade secret. It is not sufficient to preface your technical offer with a proprietary statement. Bid prices will be opened publicly.

L. CANCELLATION OF THE SOLICITAION

1. HCPSS reserves the right to cancel this Bid Solicitation, in whole or in part at the sole discretion of the Purchasing Representative if they determine it is in the best interest of HCPSS.

M. MODIFICATIONS AND WITHDRAWAL OF PROPOSAL BIDS

1. Withdrawal of, or modifications to bids are effective only if written notice thereof is filed to the Purchasing Office prior to the time bids are due. A notice of withdrawal or modification to a bid must be signed by an officer with the authority to commit the company.
2. No withdrawal or modifications will be accepted after the time bids are due.

N. OPENING PROCEDURES

1. Sealed Proposals will be opened at the Department of Education at the designated time and place. The Purchasing Officer for The Howard County Public School System shall designate the time and place on the bid forms for the opening of sealed bids.
2. During the period of evaluation, no bidder shall contact any member or employee of The Howard County Public School System concerning award. Such action may result in the bidder's offer being removed from evaluation and rendered non-responsive.

O. BASIS FOR AWARDING BIDS

1. It is the intent of The Howard County Public School System to award a contract in accordance with the evaluation and selection process outlined in this document. The awarded provider shall be determined to have provided the highest ranked responsive and responsible proposal and a fee structure that is in the best interest of HCPSS. The Howard County Public School System retains the right to award in aggregate, item-by-item, group-by-group, in full or in part, make multiple awards, partial awards, to increase or decrease quantities where quantities are shown and may reject any bid which indicates any omission, contains alteration of form or additions, or imposes conditions or offers alternate items and may make any award which is deemed in the best interest of The Howard County Public School System or to make no award at all at its sole discretion.
2. The Howard County Department of Education shall be the sole authority as to whether Bidders offer meets specifications or are an approved equal and further reserves the right to reject any or all proposals or waive any informality which may appear to be in its best interest. HCPSS further reserves the right to consider information other than price when evaluating bids. A contract may be awarded to the provider(s) whose proposal best meets HCPSS requirements and needs at the time of award and whose fee structure is in the best interest of HCPSS.
3. HCPSS reserves the right to make an award with or without negotiations or to request best and final offers or to make award with or without further review.
4. In the event of tie bids where all factors are equal, award shall be made to the Howard County Bidder, the out of county Bidder but incorporated in Maryland, and the Bidder not incorporated in the state of Maryland, in that order of preference. If Bidders within one of these geographical designations are equal as to all factors of consideration, the award shall be made by the toss of a coin.

P. CONTRACT PERIOD

HCPSS and the selected Provider shall negotiate a contract, which shall have an initial term of one year commencing on award by the Board of Education with services to begin mid-July, 2021, and

shall terminate on June 30, 2022; however HCPSS will have the option to unilaterally extend the agreement for up to five (5) additional one-year terms ending on June 30th of each year.

The agreement shall be administered by the Superintendent or his designee. Provider shall designate an individual having authority to act on behalf of the Provider.

Q. CONTRACT MANAGER

1. The Howard County Public School System's Contract Manager for any awarded contract under this solicitation will be Mr. John Davis, Coordinator of the Howard County Public Schools Athletics (410) 313-6739. He shall be responsible for the day-to-day administration of the contract upon award. All communications regarding the referee services contracts are to be directed to John Davis (or his designee) only. No instructions, directions, and information are to be given to the Contractor by any other HCPSS personnel.

PART III – TERMS AND CONDITIONS

A. CONTRACT

1. If this bid is accepted and awarded, it shall become the contract document that governs the administration of the contract. All portions of this bid, including but not limited to the General Conditions, any addenda, amendments, modifications, specification, drawings, or any extraneous matter incorporated by reference, will be applicable to any contract(s) as a result of this solicitation.

B. BIDDER'S QUALIFICATIONS

1. Bidders may be required to furnish satisfactory evidence that they are qualified and have appropriately trained and Licensed employees and regularly engaged in performing the services on which they are bidding, and in both cases maintain a regularly established place of business. An authorized representative of The Howard County Public School System may visit any prospective contractor's place of business to determine his ability, capacity, reliability, financial stability, and other factors necessary to perform the contract.

C. ETHICS REGULATIONS

1. The Board of Education of Howard County has adopted an Ethics Regulation policy. Required by the Annotated Code of Maryland, these Ethics Regulations cover members of the Board of Education, the Superintendent, and all employees; and it specifies limits of participation of these individuals with entities doing business with The Howard County Public School System. For a copy of the regulations, please contact the Purchasing Office, Howard County Department of Education (410) 313-6644.

D. DEBARMENT STATUS

1. By submitting their proposal, the bidder(s), certify that they are not currently debarred by the State of Maryland or another governmental entity from submitting bids or proposals on contracts for the type of products or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

E. TERMINATION FOR DEFAULT

1. When the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of The Howard County Public School System. Failure on the part of the Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination. Notification shall be in writing and shall be issued 30 days prior to termination date. In the event of default of contract The Howard County Public School System may procure services from other sources. The Contractor found in default will be held responsible for all costs incurred.

F. TERMINATION DUE TO FUNDING

1. The contractual obligation of the Board of Education under any resulting contract is contingent upon the availability of appropriated funds.

G. TERMINATION FOR CONVENIENCE

1. The Howard County Public School System may terminate this contract, in whole or in part, without showing just cause upon giving written notice to the Contractor. The Howard County Public School System shall pay all reasonable costs associated with termination of the contract. However, the Contractor shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

H. TAXES

1. The Howard County Public School System is tax exempt, and the price quoted shall not include federal excise taxes, state or local taxes, or use taxes.
2. The bidder is responsible for all taxes, including but not limited to sales and use taxes on the purchase of the bidder's equipment and materials, or any equipment and materials supplied to the Board of Education on the project.
3. Provider shall be responsible for any employment taxes payable with respect to the compensation of the personnel it provides to HCPSS under any contract agreement.

I. BILLING AND PAYMENT

1. The Contractor shall submit invoices to the Howard County Department of Education, (Name of Department), 10910 Clarksville Pike, Ellicott City, MD 21042, Attn: (Name of Contract Manager), at the completion of each job. Invoices must contain the following information:
 - a) Purchase Order Number
 - b) Name of school service was provided
 - c) Description of the services
 - d) Service date(s)
 - e) Total Due

J. FUNDING

1. The contractual obligation of the Board of Education under any resulting contract is contingent upon the availability of appropriated funds.

K. ORDERS

1. Orders shall be in the form of an official Howard County Public School System Purchase Order. No service is to be made under any contract(s) resulting from this bid without a purchase order.

L. PROCUREMENT CARD

1. The Howard County Public School System utilizes a Purchasing Card Program. Purchases resulting from this solicitation may be made through a Visa/Mastercard credit card. Bidders are prohibited from charging any additional costs/fees above and beyond the established contract prices to process such orders. Bidders lacking Visa/Mastercard capability should contact the Purchasing Office.

M. INSURANCE REQUIRMENTS

1. Insurance

The Service Provider shall not commence services until the Service Provider has obtained at the Service Provider's own expense all of the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Service Provider will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.

- A. Insurance as required hereunder shall be in force throughout the term of the Contract and for two years after final payment by Board for services rendered under this Contract in accordance with the insurance requirements below. Original certificates signed by authorized representatives of the insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract and for two years after final payment by Board for services rendered under this Contract.
- B. The Service Provider shall require all Subcontractors to maintain during the term of the Contract all insurance or its equivalent to the same extent required of the Service Provider herein unless any such requirement is expressly waived or amended by the Board in writing. The Service Provider shall not allow any Subcontractor to commence services on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Service Provider. The Service Provider shall furnish Subcontractors' certificates of insurance to the Board immediately upon request.
- C. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Board.
- D. Therefore, the phrases "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.
- E. No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Service Provider from any liability or obligation imposed upon the Service Provider by the provisions of this Contract.

- F. If the Service Provider does not meet the insurance requirements of this Contract, the Service Provider shall forward a written request to the Board for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Board denies the request, the Service Provider must comply with the insurance requirements as specified in this Contract.
- G. All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.
- H. Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Service Provider, and are subject to Board's written approval. Any deductible or retention amounts elected by the Service Provider or imposed by the Service Provider's insurer(s) shall be the sole responsibility of the Service Provider.
- I. Any and all return premiums and/or dividends for insurance or coverage directly charged to the Board by the Service Provider in connection with this Contract shall belong to and be payable to the Board.
- J. If the Board is damaged by the failure or neglect of the Service Provider to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Service Provider shall bear all reasonable costs properly attributable thereto.

2. Service Provider's Liability Insurance

The Service Provider shall purchase and maintain the following insurance coverages which shall be written for not less than the limits specified below or required by law, whichever is greater.

- A. Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

- \$1,000,000 each occurrence;
- \$1,000,000 personal and advertising injury;
- \$2,000,000 general aggregate; and
- \$1,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Liability arising from products and completed operations;
- iv. Contractual liability including protection for the Service Provider from bodily injury and property damage claims arising out of liability assumed under this Contract; and
- v. Liability arising from injury to patients when caused by other than medical malpractice.

- B. Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:
- i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, hired and non-owned autos only); and
 - ii. Automobile contractual liability.
- C. Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:
- \$100,000 each accident for bodily injury by accident;
 \$100,000 each employee for bodily injury by disease; and
 \$500,000 policy limit for bodily injury by disease.
- If the Service Provider is an individual or sole proprietor operating without workers compensation coverage, personal health insurance or its equivalent.
- D. Service Provider's medical professional liability (or errors or omissions liability) insurance or its equivalent with limits totaling at a minimum:
- \$3,000,000 each person or claim; and
 \$3,000,000 annual aggregate.
- E. Individual medical professional liability insurance or its equivalent for the individual professionals arranged by the Service Provider to provide medical services under this Contract with minimum limits of:
- \$1,000,000 each person or claim; and
 \$3,000,000 annual aggregate.
- F. Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:
- (\$ 2,000,000) per occurrence;
 (\$ 2,000,000) aggregate for other than products/completed operations and auto liability;
 and
 (\$ 2,000,000)products/completed operations aggregate
- and including all of the following coverages on the applicable schedule of underlying insurance:
- i. Commercial general liability;
 - ii. Business auto liability; and
 - iii. Employer's liability.

The Board of Education of Howard County and the Board's elected and appointed officials, officers, consultants, agents and employees shall be named as additional insured on the Service Provider's commercial general liability insurance and the umbrella excess liability or excess liability policies, if required herein, with respect to liability arising out of the services provided under this Contract by Service Provider.

Special Note: ISO forms CG 2009 and CG 2010 entitled "Additional Insured - Owners, Lessees or Contractors – Scheduled Person or Organization" (previously Forms A and B

respectively) are ***NOT ACCEPTABLE***. ISO form CG 2026 entitled “Additional Insured - Designated Person or Organization” or a manuscript endorsement with the above wording is required.

- A. Insurance or self-insurance provided to the Board and Board's elected and appointed officials, officers, consultants, agents and employees under any Service Provider's liability insurance or self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Service Provider's liability insurance policies required herein.)
- B. Insurance or self-insurance provided to the Board and Board's elected and appointed officials, officers, consultants, agents and employees as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and Board's elected and appointed officials, officers, consultants, agents and employees shall be excess of and non-contributory with insurance or self-insurance provided to the Board and Board's elected and appointed officials, officers, consultants, agents and employees as specified herein.
- C. If any liability insurance purchased by the Service Provider has been issued on a "claims made" basis, the Service Provider must agree to comply with the following additional conditions:
 - i. The Service Provider shall maintain each such “claims made” coverage and shall provide certificate(s) of insurance evidencing each such “claims made” coverage for a period of two years after final payment for services rendered under the Contract. Such certificate(s) shall evidence a retroactive date no later than the beginning of the services provided under this Contract; ***or***
 - ii. The Service Provider shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the date of final acceptance and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the beginning of the services provided under this Contract.

N. ASSIGNMENTS

- 1. The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Howard County Public School System. Unless the performance is expressly waived in writing by the Howard County Public School System, an assignment does not release the Contractor from responsibility for performance of this contract. Assignment or subcontracting without the written approval of the Howard County Public School System will be cause for termination.
- 2. HCPSS acknowledges that some of the athletic training staff utilized by the provider may be independent subcontractors, not employees of the provider.

O. SUBCONTRACTORS

- 1. In the event that some or all of the professional services under this agreement are assigned to one or more subcontractors with the permission of the HCPSS, the contractor must advise the HCPSS

Contract Administrator of the current names and addresses of all subcontractors and shall verify that all subcontractors adhere to all requirements and responsibilities under this contract including, but not limited to, professional licensure and insurance requirements. Contractors and its subcontractors shall remain jointly and severally liable to the Board for any breaches, act, or omissions committed by a subcontractor.

2. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and the Howard County Public School System.

P. TOBACCO FREE AND ALCOHOL/DRUG FREE ENVIRONMENT

1. The Board of Education of Howard County maintains a tobacco, alcohol/drug free environment. The sale or use of tobacco, alcohol or drugs, in any form, or related product, is prohibited in school buildings and grounds at all times. Persons found violating this policy will be requested to remove the product and themselves from school premises.
2. Repeated use or sale of tobacco on HCPSS property, or any use or sale of alcohol, misuse of other drugs, or any use of illegal drugs by a contract employee while servicing this contract or while on HCPSS property will result in a prohibition of that employee from servicing the HCPSS contract. Repeated instances of violations by contract employees may result in a default ruling and lead to contract termination.

Q. CRIMINAL HISTORY BACKGROUND CHECKS

1. All employees, agents, or representatives of the awarded Contractor who will be performing work on any phase of the contract arising out of this Bid may be subject to a criminal history background check by the school system. Such persons, if requested by the school system, must provide fingerprints and other required information to facilitate such a check, as well as the necessary fees to obtain such a check from the federal or state government. At the completion of a background check, the school system may, at its sole discretion, decide that a particular employee, agent, or representative of the Contractor be barred from school system property.

R. CHILD SEX OFFENDER NOTIFICATION

1. Sex Offender Requirement: Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procedure Article, §11-704. One of the purposes of this law, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.
2. As a contractor working for Howard County Public School System (HCPSS), we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on HCPSS property. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11-722 Criminal Procedure Article. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.
3. Each contractor shall screen their work-forces to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent

contractors it uses to perform the work. Violations of this provision may cause HCPSS to take action against the contractor up to and including termination of the contract.

4. Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school property with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving a sexual offense, child sexual abuse and crimes of violence.
5. The contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history records checks have been conducted and that each employee complies with the requirements.

S. MULTI-AGENCY PARTICIPATION

1. Under §5-112, Paragraph (3) of the Education Article of the Annotated Code of Maryland HCPSS may with Board of Education approval participate in contracts for goods or commodities that are awarded by other public agencies or by intergovernmental purchasing organizations if the lead agency for the contract follows the public bidding procedures. HCPSS therefore reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.
2. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the awarded vendor. Howard County Public School System shall not be a party to any contract entered into by any of the agencies under this document, and shall have no duties toward the agencies or the vendor.

T. MINORITY BUSINESS ENTERPRISE PARTICIPATION

1. Certified Minority Business Enterprises are encouraged to respond to this solicitation notice. Minority Business Enterprise participation shall be as defined by the procedures established for State of Maryland funded public school construction projects.
2. The contractor or supplier who provides materials, supplies, equipment, and/or services shall attempt to achieve the established goals determined for each project from certified minority business enterprises. The bidder or offeror agrees to make a good faith effort to achieve the established goals when applicable.

U. RIGHT TO ASSIGN WORK

1. The school system reserves the right to obtain separate contracts through its normal procurement process according to the best interests of the school system.

V. RESPONSIBILITY OF BIDDERS

1. The Contractor its employees are assumed to be skilled in their trade, and is solely responsible for compliance with health and safety regulations, performing the service in a safe and competent manner for the work as outlined in these Documents.

W. SPECIFICATIONS AND SCOPE OF WORK

1. The specifications listed herein may or may not specify all technical requirements which are needed to achieve the end result. When accepting the award, the bidder assumes the responsibility of accomplishing the task requested in this document. Any omission of parts, products, processes, etc. in the specifications are the responsibility of the bidder and HCPSS will not bear the responsibility of their omission. If omissions in the specifications are discovered and these omissions will impact the contract price then it is the responsibility of the bidder to note these omissions in writing to the purchasing representative, prior to accepting the award. If these omissions are not properly noted in writing prior to award then the bidders silence is deemed as full and complete acceptance and any additional costs will be borne by the bidder.

X. REFERENCES

1. The Howard County Public School System reserves the right to contact any references available in order to evaluate product/service. Cited references must be able to confirm, without reservation, your company's ability to provide the level of service/product mandated in this solicitation. References from other public school systems or governmental agencies are preferred. Howard County Board of Education also reserves the right to request additional references as needed and to reject any bid based on an unsatisfactory reference.

Y. CONTRACT CHANGES

1. After the award of the contract, questions regarding deviations from the specifications or terms and conditions shall be directed to the Procurement Representative for the contract. If a need is found for an item through the development of new menus, new items, or through the inadvertent omission of an item normally included in a bid of this type, the Procurement Representative shall have the right to at any time without notice to sureties, if any, by written order designated or indicated to be a change order, make any changes in the scope of this contract including but not limited to change:
 - 1.1 In any specifications (including reports, drawings, and designs);
 - 1.2 In the method or manner of completion of the scope of the agreement;
 - 1.3 In any HCPSS-furnished facilities, equipment, material, services, or site; or
 - 1.4 Directing acceleration in the completion of the scope of the agreement.
2. Any amendment or modification to this Agreement shall be made in writing, signed by both parties, and addressed to the Contract manager.

Z. INDEMNIFICATION

1. The Awarded Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractors acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Furthermore any acts on the part of any

agent, director, partner, servant or employee of the Contractor are deemed to be the Contractor's acts. Contractor agrees to indemnify and hold harmless the Howard County Public School System and its Board of Trustees, Employees, Agents and Students from any claim, damage, liability, expense, and/or loss, including defense costs and attorney fees, arising directly or indirectly out of the Contractor's performance under this agreement. The indemnification obligation of the successful Contractor shall include, but shall not be limited to injuries to individuals and property of individuals who are not parties to the contract. In addition the indemnification obligation of the successful Contractor shall cover the acts or omissions of any subcontractors hired by the successful Contractor. Furthermore, the indemnification obligation of the successful Contractor shall survive termination of the contract for any reason.

AA. RESOLUTION OF DISPUTES

1. Bid rejection for non-responsiveness and/or non-responsibility shall be made using the criteria guidelines as stated in the General Provisions of Bid Proposal, Terms and Conditions, and Technical Specifications if any.
2. After bid opening and bid review, but prior to bid award, if a Bidder's entire bid is declared to be nonresponsive and/or non-responsible, the Bidder will be notified as to the reason(s) for rejection.
3. Protests shall be filed in writing to the Purchasing Office within two days after notification.
4. Protests shall include the basis for the protest or appeal, complete in all respects, with relief sought, and whether the protester wishes to have a hearing with respect to the protest or appeal.
5. Protests shall be addressed to Howard County Department of Education, 10910 Clarksville Pike, Ellicott City, Maryland 21042, Attn: Robert Gill, Purchasing Specialist, labeled "Protest". The written protest shall include as a minimum the following:

- a) Name and address of the protester
- b) Appropriate identification of the bid
- c) Supporting exhibits, evidence, and/or documents to substantiate any claims.
- d) Suggested remedy(ies).

BB. PERMITS, CODES, AND LAWS

1. All work shall be in accordance with all State, County, Federal, and Governmental rules, regulations and laws. The contractor is responsible for assuring that all of their employee and services provided under the contract follow and comply with any such requirements pertaining and applicable to the service being provided under this contract. All costs to comply with these requirements shall be paid by the contractor and included in the contractor's Bid price.

CC. BEHAVIOR OF CONTRACTOR EMPLOYEES

1. Howard County Public School System (HCPSS) is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy, or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by HCPSS, and it is the Contractor's responsibility to ensure that such behavior by its employees, agents, and subcontractors does not occur. The policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature must not be condoned or permitted by the Contractor. This prohibition extends to such harassment

within the employment context as well as harassment of students, staff, and visitors to the HCPSS. It should be assumed that all sexual behavior by the Contractor's employees, agents, and subcontractors on any campus or facility of HCPSS, whether owned, operated, maintained or leased by the HCPSS, is improper and unwelcome. Contractor will also insure that all or their representatives who work with HCPSS users exhibit a high degree of professionalism in their dealings with those users. The Contractor's employees and subcontractors shall be subject to and comply with all applicable HCPSS rules, regulations and policies which shall include those regulations relating to safety, security and campus parking. If deemed necessary, HCPSS reserves the right to demand the removal of any of the Contractor's employees/subcontractors from duty on its premises as a result of their violation of the standards set forth herein.

DD. NON-COLLUSION

1. By signing and submitting a Bid/Proposal under this solicitation, the offeror certifies that it has neither agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith; Bidder also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the Bidder or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted.

EE. PRIME CONTRACTOR SUPERVISORY RESPONSIBILITIES

1. The contractor shall be responsible for supervising and directing the work under this contract and all subcontractors that they may utilize, using best skill and attention. Subcontractors who perform work under this contract shall be responsible for the acts and omissions of their subcontractors and of persons employed by them as they are for the acts and omissions of their own employees. The contractor will be responsible for ensuring that the supervisor or lead worker, including subcontractors, can communicate with HCPSS staff in English in fulfilling the terms of the contract.

FF. RIGHT TO STOP WORK

1. If HCPSS determines, either directly or indirectly, that the Contractor's performance is not within the specifications, terms or conditions of this bid and/or that the quality of the job is unacceptable, HCPSS has the right to stop work. The stoppage of work shall continue until the default has been corrected and/or corrective steps have been taken to the satisfaction of HCPSS. HCPSS also reserves the right to e-bid this contract if it is decided that performance is not within the specifications as set out.

GG. PROPOSAL FIRM FOR 120 DAYS

1. Proposal Bid prices shall remain firm for one hundred twenty (120) calendar days from the date of opening.

HH. PRICE ADJUSTMENTS

1. Pricing is firm for the first year after the award of the contract. Thereafter, annual price adjustments may be considered, but shall be limited to the same cost of living increases provided in the HCPSS Teacher Association negotiated agreement (HCEA).

II. LICENSES AND QUALIFICATIONS

1. Bidders must be licensed to do business in the State of Maryland and shall submit proof upon request.
2. HCPSS reserves the right to require that the contractor demonstrate that it has the skills, equipment and other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project within the proposed contract schedule.

JJ. SIGN-IN REQUIRED AT HCPSS BUILDINGS

1. Contractors will be required to sign-in and sign-out with the Front Office at each Site upon arrival. As well, contract employees shall conduct themselves in a professional manner while on The Howard County Public School System's premises. Any employee found to disregard the nature of the school system's surroundings shall be removed from the premises and may be prohibited from further servicing the HCPSS contract.

KK. IDENTIFICATION

1. All contractor personnel, working in or around buildings designated under this contract, shall have a valid driver's license or photo ID in their possession at all times and wear distinctive uniform clothing while on the school system's premises.

LL. UNIT COSTS ON QUOTES UNDER THIS CONTRACT

1. Unit Costs are to be all inclusive. The cost of all labor, material, equipment, supervision, travel time and mileage, waste disposal, overhead, and profit is to be included in the total quote prices in the response to this bid. Travel time shall be borne by the Contractor.
2. Incentive payments or premium payments made to any employees by the Contractor either as permanent employee pay, subsistence or other pay in excess of the wage shall be at the expense of the Contractor and must be included as part of the quoted rates shown on the Bid Price.

MM. CONTRACTOR INSURANCE

1. Contractor represents and warrants that for the duration of this contract they are covered under applicable general liability insurance and workers compensation insurance coverage. Evidence of insurance shall be provided to the contract administrator prior to the commencement of work under this contract.

NN. NON-DISCRIMINATION IN EMPLOYMENT

1. The HCPSS does not discriminate on the basis of race, color, creed, national origin, religion, physical or mental disability, age, gender, marital status, or sexual orientation in matters affecting employment or in providing access to programs. For more information, contact the Equity Assurance Office of the Howard County Public School System at 10910 Route 108, Ellicott City, ND 21042 or call 410-313-6654.
2. Provider must also warrant that it does not discriminate in its employment or community programs with regard to race, color, creed, religion, marital status, sex, sexual preference, age, national origin, physical or mental disability.

OO. MARYLAND LAW PREVAILS

1. The provider shall at all times comply with any legal or regulatory conditions or standards applicable to the providers services. This agreement shall be construed and enforced in accordance with the laws of the state of Maryland.

PP. AUDIT AND RECORDS

1. The contractor shall maintain records and documents relating to the performance of the contract and keep all such records and documents for five (5) years after the completion of the contract, and shall make such records available for inspection and audit by authorized representatives of the HCPSS.

QQ. BINDING AGREEMENT

1. This agreement supersedes any and all understandings or agreements, either oral or written, between the Board and the contractor, and constitutes the entire binding agreement upon the parties and their respective successors.

RR. INDEPENDENT CONTRACTS

1. It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association between the parties.

SS. HOLD HARMLESS

1. The contractor shall reimburse, indemnify and hold harmless the Board for all loss to the Board, including attorney's fees and cost resulting from the negligence of the Contractor in the performance of this contract, and for all loss to the Board resulting from non-performance thereof, except those losses otherwise specifically excluded by the Board.

TT. CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

1. Upon completion of a service or at any time during the contract, the awarded contractor may receive a performance evaluation scorecard rating the contractor's performance. The evaluation scorecard will become part of the contractor's permanent file.
2. The evaluation scorecard shall include the following performance indicators; Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility Conservation, Disruptions, Quality of Materials, Emergency Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, and Compliance.
3. A contractor shall have up to 3 weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor.
4. A contractor receiving a 60% or less overall evaluation scorecard rating (after any appeals or adjustments) for a project will be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

UU. BILLING AND PAYMENTS

1. All invoices are to be submitted to:

Howard County Public Schools
Coordinator of Athletics
10910 Route 108
Ellicott City, MD 21042

2. Invoices shall be itemized, including dates of service, and should fully describe the services provided. The invoice shall include, at a minimum, a reference to the contract and the Purchase order numbers and a description/title of the contract or purchase order, the full contract value, the basis for billing, the Federal Employer's Identification Number or Social Security Number and the name and address of the proper invoice recipient.
3. After HCPSS review and approval, the invoice shall be submitted to the Accounts Payable Department for payment with terms of Net 30.
4. Payment in full will only be made upon completion of the full terms and conditions of the contract.

VV. Third Party Beneficiary

1. This Agreement shall not create any rights, including without limitation, third party beneficiary rights, in any person, including students, or entity not a party to this Agreement.

WW. Independent Contracts

1. It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association between the parties.

XX. Confidentiality

1. Provider and its personnel shall keep confidential, in accordance with law, all confidential and all medical information that is obtained as the result of the performance of the services described in this Agreement

YY. Waiver of Subrogation

1. To the fullest extent permitted by law, the Service Provider and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Howard County for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the services provided by Service Provider under this Contract. Service Provider specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered while working on behalf of the Board as an independent contractor. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Service Provider shall advise its insurers of the foregoing.

ZZ. Acknowledgment of Service Provider’s Independent Contractor Status and No Coverage for Service Provider under Board’s Workers Compensation Coverage

1. Service Provider hereby acknowledges its status as an independent contractor while performing services on behalf on the Board and that the Board’s workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Service Provider or its employees during the Service Provider’s performance of services for the Board. To the fullest extent permitted by law, the Service Provider specifically waives any right of recovery against the board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered during the performance of services as an independent contractor for the Board. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Service Provider shall advise its insurers of the foregoing.

AAA. Damage to Property of the Service Provider and its Invitees

1. To the fullest extent permitted by law, the Service Provider shall be solely responsible for any loss or damage to property of the Service Provider or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Board.

BBB. Americans with Disabilities Act Requirements

1. The Howard County Public School is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. HCPSS government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment.
2. Your acceptance of this contract acknowledges your commitment and compliance with ADA.

PART IV – SUBMITTAL FORMAT

Providers shall submit proposals in the format as outlined below. Failure to submit in this format may be cause for rejection of the proposal. Conciseness and clarity of content are emphasized and encouraged. Submittals that are not organized in this manner or that are vague and/or general will be scored accordingly or deemed non-responsive and disqualified. Submittal pages must be numbered and contain an organized, paginated table of contents corresponding to the sections and pages of the submittal. Respond to all items or indicate “NA” if not applicable. Failure to respond to all questions may result in the rejection of the proposal. The Howard County Public School System will not consider incomplete proposals.

Providers must Submit one (1) original proposal (Marked Original) and three (3) copies of the proposal (Marked Copy). If the provider includes supplemental documents such as brochures, they must attach a copy of all supplemental materials to the original and each of the other copies. Failure to properly assemble all your documents for each copy may cause some of the evaluators not to receive all of your documentation for consideration. HCPSS is not responsible for copying or the assembly of any missing documents from your original or the three copies of your proposal packages.

PART A QUALIFICATIONS TO PROVIDE SERVICE

1. Provider's name, address, phone number, and contact person.
2. Statement of the Provider's experience in the provision of LAT Services as described herein.
3. Copies of license(s)/certificates to conduct business in the State of Maryland.
4. List of professional staff/providers that would be providing LAT service to HCPSS employees, including the resumes, and licensing and/or certification qualifications for identified service providers.
5. List of agencies or organizations with whom the provider has worked and the nature of the relationship.
6. At least three completed Experience/Reference Forms (Appendix D)
7. List of professional memberships and/or affiliations.

PART B SERVICE DESCRIPTION

1. Statement of the philosophy and objectives of the provider.
2. Copy of policies, handbooks, ethical standards or other appropriate materials utilized by providers of their LAT Program.
3. Identification of the kinds of consultations, training and/or assistance available to persons in supervisory roles in the HCPSS in dealing with job performance issues.

PART C BUSINESS PLAN

1. Description of plan of operation, which includes coordination between the Provider and the superintendent or designee of the HCPSS.
2. Timeline for start-up.
3. Commitment to maintain licensed staffing to both the school system and individual schools.
4. Statement of proposed insurance coverage as outlined in these documents.

PART D COSTS

1. Start-up budget and operating budget for one year.
2. Nature and schedule of charges to the Howard County Public School System, for the provision of an LAT Services consistent with the Description of Services.
3. Provide individual school costs and a proposal for providing services to all high schools.
4. Provide an hourly rate for additional services as needed.

PART V – SUBMITTAL AND SELECTION PROCESS

- I. HCPSS will evaluate proposals on the basis set forth in this section. A contract may be awarded the Provider(s) whose proposal best meets HCPSS requirements and needs at the time of the award and whose fee structure is in the best interest of HCPSS. Proposals shall comprehensively address all of the desired services outlined in the Request for Proposal and Description of Services shall demonstrate the successful performance of similar contracts by the Provider making the proposal and shall offer the most cost effective proposal for the desired services.
- II. Proposals shall be evaluated by an Evaluation and Selection Committee (the “Committee”), which may request additional technical assistance from any source. The Committee shall first review each proposal for compliance with requirements of the Request for Proposal. The Committee may waive minor irregularities in order to assure quality of service in the remaining areas and if it determines that the decision is in the best interests of HCPSS.
- III. The Committee will use the following criteria in preparing its technical evaluation of each qualifying proposal:

A.	Qualifications to Provide Service	25
B.	Service Description	15
C.	Business Plan	10
D.	Costs	50
- IV. Submittals shall comprehensively address all of the desired services outlined in the Request for Proposal and shall demonstrate the successful performance of similar contracts by the respondent making the submittal, and shall offer the most cost effective submittal for the desired services.

HCPSS reserves the right to make an award with or without negotiations or to request best and final offers or to make an award without further review. Qualified agencies may be requested to provide an oral presentation to the Committee limited to 20 minutes in length.

PART VI - PAYMENTS

Payments

Submit invoices to:

John Davis, Coordinator of Athletics
Board of Education
Howard County Public Schools
10910 Clarksville Pike (MD State Route 108)
Ellicott City, MD 21042

HCPSS will make every effort to pay the Contractor within thirty (30) days of acceptance of all deliverables associated with each invoice. Notwithstanding any other provision of this RFP, all invoices must be accompanied with documentation that details the number of hours expended and nature of work performed by Contractor’s personnel and subcontractor staff in the performance of work under the Contract and reference an encumbering approved purchasing order issued by HCPSS.

EXHIBIT A
Games, Events, and Practice Coverage

- 1) The LAT shall attend all home games or contests Monday-Friday including Maryland Public Secondary Schools Athletic Association (MPSSAA) regional contests (non-tournament events).
- 2) Saturday and holiday event coverage (non-tournament, regular season Saturday game coverage, rescheduled events).
 - a. LAT assigned to the host school will provide coverage, exchanging an afternoon of practice coverage (no games/events) for the Saturday hours.
 - b. If the LAT assigned to the host school is not available for that Saturday, all attempts will be made to find a replacement. However, if this is the case, the replacement LAT may need to be paid the additional rate established.
 - c. With the exception of football and lacrosse, if no replacement LAT can be found, there will be no Athletic Training coverage provided for that event.
- 3) Tournament coverage at individual school sponsored events, (i.e. Saturday or holiday tournaments or school fundraising events).
 - a. Coverage is per the LAT's discretion, but if not available is required to schedule a replacement.
 - b. Either the host school's LAT or a replacement LAT will be paid the additional rate established.
 - c. Coverage will begin 1 hour prior to the start of competition and will end immediately following the close of competition, unless medical care is being administered at this time.
- 4) MPSSAA and HCPSS tournament coverage (i.e. regional meets and county championships).
 - a. The host school's LAT will provide coverage.
 - b. The host LAT and the AAM will determine the appropriate number of LATs necessary.
 - c. The LAT(s) will each be paid the additional rate established for MPSSAA events only.
 - d. Coverage will begin 1 hour prior to the start of competition and will end immediately following the close of competition, unless medical care is being administered at this time.
- 5) Practices will be covered as the 25hour limit allows. Games and contests have priority. The remainder of the hours left after games and contests will be spent on practice coverage.
- 6) In the event that the LAT routinely exceeds 25 hours on games and events alone, excluding practices, in the course of one week, HCPSS will be billed for these hours at the additional rate agreed upon.
- 7) Travel to away games or contests are not included. This is per the discretion of the LAT and the AAM and will be within the 25 hour limit and may be subject to an additional coverage rate. The HCPSS Coordinator of Athletics must clear paid away game coverage in advance.

**APPENDIX A
HOWARD COUNTY PUBLIC SCHOOLS
CONTRACTOR PERFORMANCE/EVALUATION SCORECARD**

Upon completion of the contract or at any time during the contract, the awarded HCPSS contractor may receive a performance evaluation scorecard rating the contractor's performance. The evaluation scorecard will be completed by the contract manager or his designee and become part of the contractor's permanent file. A sample Contractor Performance/Evaluation Scorecard is included with the bid documents.

The evaluation scorecard shall include the following performance indicators; Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility Conservation, Disruptions, Quality of Materials, Emergency Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, Compliance.

A contractor shall have up to 3 weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor.

A contractor receiving a 60% or less overall evaluation scorecard rating for a project may be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

Name of Contractor: _____

Name of Project: _____ **Contract/Bid Number:** _____

Reviewed by: _____ **Department:** _____

Please take a moment to tell us about this contractor's performance. We will summarize all the information we obtain about each contractor and provide it to them. Supporting documentation shall be required to support any scores noted on the performance evaluation scorecard.

HOW SATISFIED. Please tell us **how satisfied** you are with the **performance** of the contractor named above. Circle a 10 if you are highly satisfied with their performance on a measure. Circle a 1 if you are highly dissatisfied with their performance on a measure. Circle a number in between to show different degrees of satisfaction. Circle **N/A** for any performance indicators that do not apply to the contract. There are no right or wrong answers; just tell us how you feel.

A contractor receiving a 60% or less overall evaluation scorecard rating may be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options. The contractor shall be notified of their performance status after each project.

Satisfaction with the contractor's performance:	Highly Dissatisfied	Highly Satisfied	
1. Quality of Work. The contractor's ability to do the job right the first time.	1 2 3 4 5 6 7 8 9 10		N/A
2. Responsiveness. The contractor's ability to adapt to changes and meet unusual needs.	1 2 3 4 5 6 7 8 9 10		N/A
3. Professionalism. The courtesy and standards of conduct maintained by the contractor and his or her employees.	1 2 3 4 5 6 7 8 9 10		N/A
4. Resources. The contractor's ability to provide his or her employees with the tools, parts, and supplies needed to do the job.	1 2 3 4 5 6 7 8 9 10		N/A
5. Schedule Management. The contractor's ability to show up when scheduled and complete the work on time.	1 2 3 4 5 6 7 8 9 10		N/A
6. Quality Control. The contractor's ability to identify problems and deficiencies before you do.	1 2 3 4 5 6 7 8 9 10		N/A
7. Deficiency Resolution. The contractor's ability to rapidly correct			

deficiencies in his or her work.	1	2	3	4	5	6	7	8	9	10	N/A
8. Submittal Management. The contractor's ability to provide submittals in a timely and efficient manner.	1	2	3	4	5	6	7	8	9	10	N/A
9. Training. The contractor's ability to provide employees well-trained in all aspects of their jobs.	1	2	3	4	5	6	7	8	9	10	N/A
10. Appearance. The contractor's ability to keep uniforms, tools, and vehicles clean so as to portray a positive image.	1	2	3	4	5	6	7	8	9	10	N/A
11. Security. The contractor's ability to safeguard your facilities and assets.	1	2	3	4	5	6	7	8	9	10	N/A
12. Safety. The contractor's ability to keep the workplace safe and comply with OSHA requirements.	1	2	3	4	5	6	7	8	9	10	N/A
13. Utility Conservation. The contractor's ability to use only the water, gas, electricity, and air conditioning needed to do the job.	1	2	3	4	5	6	7	8	9	10	N/A
14. Disruptions. The contractor's ability to keep interruptions to the operations of your firm or agency to a minimum.	1	2	3	4	5	6	7	8	9	10	N/A
16. Quality of Materials. The contractor's ability to use high quality parts and supplies.	1	2	3	4	5	6	7	8	9	10	N/A
17. Emergency Response. The contractor's ability to rapidly restore normal operations after an emergency, power outage, or severe weather.	1	2	3	4	5	6	7	8	9	10	N/A
18. Hazardous Materials. The contractor's ability to properly handle hazardous materials.	1	2	3	4	5	6	7	8	9	10	N/A
19. Innovation. The contractor's ability to use new materials and adopt new methods to increase effectiveness.	1	2	3	4	5	6	7	8	9	10	N/A
20. Teamwork. The contractor's ability to be a team player in order to assist in accomplishing the objectives of your firm or agency.	1	2	3	4	5	6	7	8	9	10	N/A
21. Cost Management. The reasonableness of the contractor's costs, especially for contract changes.	1	2	3	4	5	6	7	8	9	10	N/A
22. Billing. The contractor's ability to present correct and properly documented invoices.	1	2	3	4	5	6	7	8	9	10	N/A
23. Compliance. The contractor complied with all rules, requests, regulations and requirements. This includes compliance with instructions regarding interactions with students, staff and others.	1	2	3	4	5	6	7	8	9	10	N/A

Please summarize the contractor's overall performance based on the scores for the performance indicators noted above:

Please return the completed survey by email to: robert_gill@hcpss.org

**APPENDIX B
AGREEMENT FOR PROFESSIONAL SERVICES**

AGREEMENT # 032.21.B4

THIS AGREEMENT is entered into this _____ Date, effective as of this date, by and between the Board of Education of Howard County (hereinafter referred to as the "Board") and _____ Contractor, (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the Contractor submitted a proposal to RFP #032.21.B4 issued by the Board and has been selected to perform professional services in accordance with the terms and conditions expressed in the RFP;

WHEREAS, Board desires the Contractor to perform certain work and services, on the terms and conditions herein set forth and the Contractor is ready, willing, and able to perform such work and services; and

WHEREAS, this Agreement shall be administered by the Project Manager or such other persons designated by The Board of Education.

NOW, THEREFORE, in consideration of the promises contained herein and the promises each to the other made, the parties hereby agree as follows:

ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by the Contractor shall be in accordance with the following documents:

Request for Proposal _____, RFP No. 032.21.B4, dated _____, 2021; and _____ (contractor name) proposal dated _____.

ARTICLE II - TERMS AND CONDITIONS

Contractor agrees to perform the work and services required under this Agreement in accordance with RFP #032.21.B4, whose provisions for professional services are incorporated herein by reference. Contractor shall diligently ensure compliance with the criminal background requirement for employees assigned to the work under this agreement.

ARTICLE III - TERM OF AGREEMENT

The initial term of agreement shall begin on _____, 2021 and terminate on June 30, 2022; however HCPSS will have the option to unilaterally extend the agreement for up to five additional one-year terms under the same terms and conditions. Contract renewals shall be contingent upon adequate fiscal appropriations as per the RFP.

ARTICLE IV - PAYMENTS AND SCHEDULE OF PAYMENTS

- (1) The Contractor shall receive compensation within 30 days of invoice date.
- (2) Payment shall be made in accordance with the provisions set forth in item IV PAYMENTS.

ARTICLE VI - INSURANCE

The Contractor agrees to and has complied with the insurance requirements set forth in the RFP.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above-written.

APPROVED:

BOARD OF EDUCATION OF HOWARD COUNTY:

By: _____
Michael J. Martirano, ED. D., Superintendent
of Schools (Signature and Date)

WITNESS:

By: _____
Chao Wu, Ph.D., Chair (Signature and Date)

CONTRACTOR:

APPROVED:

By: _____
Signature and Date

Typed Name Title

Company Name

Address

City State Zip

Telephone Fax

**APPENDIX C
INFORMATION AND COST PROPOSAL**

A. GENERAL

1. Offeror's Name: _____

Address: _____

Telephone: _____ Fax: _____

2. Person Responsible for completing this form:

Name: _____

Title: _____

B. CONTACT FOR INSIDE CONTRACT ADMINISTRATION

In the event your Organization receives a contract as a result of this Invitation for Bid, please designate an inside person whom we may contact during the period of the contract for prompt contract administration:

Name _____

Title _____

Address _____

Phone _____

Fax _____

e-mail _____

Pager/cellular _____

C. RECEIPT OF ADDENDA

Submitting provider must acknowledge receipt of all addenda issued below:

Addendum: _____ Dated: _____

Received:

Addendum: _____ Dated: _____

Received:

Addendum: _____ Dated: _____

Received:

Addendum: _____ Dated: _____

Received:

Addendum: _____ Dated: _____

Received:

D. FORM FOR COST PROPOSAL

Personnel (Including Subcontractor/Consultant) Costs:

- 1. Monthly rate per school cost:

\$ _____

- 2. Hourly Rate for additional work/services as needed – all inclusive of overhead, profit and other fees/costs:

Hourly Rate

Person A (Name and Qualifications) _____

Person B (Name and Qualifications) _____

- 3. Other Costs:

Please identify any other possible costs involved in the providing of services required in this RFP.

E. ITEMS FOR BID SUBMISSION CHECK LIST

The bid submission package should include the following:

- _____ Provide all required information in accordance with Part IV (Submittal Format)
- _____ Fully completed Appendix C (Information and Cost Proposal)
- _____ At least Three fully completed Appendix D (Experience/Reference Form)
- _____ Full Signed Appendix E (Affidavit)

****Note – Proposals Submittals must include One Original (Marked Original) and Three copies (Marked Copy) in a sealed envelope with the completed envelope label below.**

F. BID ENVELOPE PREPARATION

- 1. Bid proposals for each Package/Division must be submitted in a separate sealed envelope with all the required documents. Proposals must be neat, legible, and signed by an authorized officer of the company. The person signing the bid must initial erasure or changes to the forms. Blank spaces must be filled in either ink or typewritten, both in words and figures as requested. Lines left blank will be considered a zero cost.
- 2. Bidders must copy and paste the following bid envelope sample label below on the outside of each of their bid submission envelope. It is mandatory that the IFB envelope label be used or this exact information is provided on the envelope of the sealed bid proposal. Failure to do so may cause the bid proposal to be rejected.

ENVELOPE LABEL ON NEXT PAGE

RFP ENVELOPE LABEL

RFP Title: High School Athletics Trainer Services
RFP No.: 032.21.B4
RFP Due Date: May 20, 2021 or as changed by an Addendum
RFP Due Time: 10:00 A.M.

Contractor's Name: _____
Contractor's Address: _____
Contractor's Phone #: _____

**APPENDIX D
EXPERIENCE/REFERENCE FORM**

A total of three (3) Experience/Reference Forms must be provided with your submittal paperwork

Bidder: _____

1. Customer Name: _____
2. Customer Address: _____
3. Contact Name and Title: _____
4. Contact Person Phone #: _____
5. Contract Persons E-mail Address: _____
6. How many year of service: _____
7. Commencement Date: _____ Termination date: _____
8. Is this contract renewable? yes no
9. If yes to the above, was the contract renewed? And if not, why not? _____

10. Annual Dollar amount of contract: _____
11. What was the nature of your service and list any similarities to HCPSS requirements:

Cited references must be able to confirm, without reservation, your company's ability to provide the level of service mandated in this solicitation. Contact information is to be accurate. HCPSS will not be responsible for errors, non-working numbers or persons that are no longer employed by the firm or do not respond. Howards County Board of Education reserves the right to reject any bid based on an unsatisfactory reference. The Board of Education also reserves the right to request additional references as needed.

**APPENDIX E
AFFIDAVIT**

**HIGH SCHOOL ATHLETIC TRAINER SERVICES
RFP #032.21.B4**

Date: _____

Bidder: _____

AFFIDAVIT

Special Instructions: An authorized representative of the bidder shall complete the following affidavit in accordance with these bid documents and insert an answer to paragraphs 1 and 3.

Statutory Affidavit and Non-Collusion Certification

I, _____, being duly sworn, depose and state:

1. **I am the _____ (officer) and duly authorized representative of the organization named _____ whose address is _____ and that I possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.**
2. Except as described in Paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:
 - (a.) Been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state of the federal government;
 - (b.) Been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
 - (c.) Been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;
 - (d.) Been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;
 - (e.) Been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance and Procurement Article;
 - (f.) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
 - (g.) Been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.
3. **The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to involvement in any of the conduct described in Paragraph 2 above is as follows:**

If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body, the individuals, their position with the firm, and the sentence or disposition of the charge.

(you may attach an explanation as necessary)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.
5. I affirm that this proposal or bid to the Board of Education of Howard County Maryland is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that if any bidder, or to secure an advantage against the Board of Education of Howard County Maryland or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Howard County Maryland may terminate any contract awarded and take any other appropriate action.
6. I affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.

CONFLICT OF INTEREST – FINANCIAL DISCLOSURE STATEMENT

As used below, the following terms have the meaning indicated:

A. "Financial interest" means: (1) Ownership of any interest as the result of which the owner has received, within the past three years, or is presently receiving, or in the future is entitled to receive, more than \$1000 per year; or
(2) Ownership of more than three percent of a business entity, by a Board member or school system employee.

B. "Qualified Relative" means a spouse, domestic partner, parent, child, and sibling.

Except as disclosed below, the bidder has examined its business records and states that to the best of its knowledge:

1. No Board of Education member or school system employee, or their Qualified Relative, has a Financial Interest in the company or its holding company or a subsidiary;
2. No Board of Education member or school system employee, or their Qualified Relative, is an officer, director, trustee, partner, or employee of the company or its holding company or a subsidiary; and
3. No Board of Education member or school system employee, or their Qualified Relative, is negotiating or has any arrangement concerning prospective employment with the company or its holding company or a subsidiary.

DISCLOSURES:

Attach as necessary.

The statements contained in this affidavit shall be incorporated into the awarded contract as material provisions and shall be effective throughout the life of the contract. The firm has a continuing obligation through the life of the contract to submit a revised affidavit should the firm discover information, or events occur, which render the contents of this affidavit erroneous or incomplete or which would result in the firm providing a different response. The firm's failure to submit a revised affidavit within three (3) working days of either its awareness of any error, change of circumstances, incompleteness, etc., or request by the owner shall constitute breach of contract. Upon submission of a revised affidavit, the owner has the right to take such actions as may be necessary, in the judgement of the owner, to maintain and enforce the provisions of the affidavit, including termination of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the contents of these affidavits (Statutory and Non-Collusion) are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and the Non-Collusion Certification in compliance with requirements of the Board of Education of Howard County Maryland, and that I am executing and submitting this Form of Proposal on behalf of and as authorized by the bidder named below.

(Signature of Bidder)

(Date)

(Title of Bidder)

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 2020.

NOTARY PUBLIC

Name _____

Seal:

My Commission Expires _____

(Legal Name of Company)

(Address)

(City)

(State)

(Zip)

(Telephone)

(Fax)

(E-mail address)

Contractor's License Number # _____

We are/ am licensed to do business in the State of Maryland as a:

() Corporation

() Partnership

() Individual

() Other

APPENDIX D
NO BID REPLY FORM



Office of Purchasing
10910 Clarksville Pike
Ellicott City, Maryland 21042-6198
(410) 313-6723, fax (410) 313-6789

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM
10910 Clarksville Pike
Ellicott City, Maryland 21042

NO BID REPLY FORM

Sealed Bid For: High School Athletic Trainer Services

Bid Number: 032.21.B4

Bidder: _____

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below. This information will not preclude receipt of future invitations unless you request removal from the Bidders' List by so indicating below. This form may be emailed to the Purchasing representative noted in this solicitation or faxed to (410) 313-6789.

We must offer a "No Bid" at this time because:

- _____ 1. We do not wish to bid under the terms and conditions of the Bid document. Our objections are:

- _____ 2. We do not feel we can be competitive.
- _____ 3. We can not submit a bid because of the marketing or franchising policies of the manufacturing company.
- _____ 4. We do not wish to do business with Howard County Public School System. Our objections are:

- _____ 5. We do not sell the item(s)/service(s) requested in the specific specifications.
- _____ 6. Other: _____
