



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

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June 15, 2018

Mr. Christopher Horowics  
Pivot Athletic Training, LLC  
501 Fairmount Avenue, Ste 302  
Towson, MD 21286

Re: Renewal, Contract #037.16.B1 Athletic Trainer Services.

Dear Mr. Horowics:

In accordance with the Terms and Conditions, The Howard County Public School System has chosen to renew Contract #037.16.B1, Athletic Trainer Services, for an additional one-year period. This is the second renewal period. There are two renewal options remaining.

The new contract period is from July 1, 2018 through June 30, 2019

The TERMS AND CONDITIONS of the initial contract remain firm.

The Purchasing Office will issue a Purchase Order(s) to your firm as required.

Mr. John Davis is the Contract Manager, (410) 313-6630 and is responsible for the day-to-day administration of this contract.

If you have any questions, please contact me at (410) 313-4584.

Sincerely,

A handwritten signature in cursive script that reads "Robert B. Gill".

Robert B. Gill, CPPO, CPPB  
Purchasing Specialist

cc: John Davis

REQUEST FOR PROPOSALS FOR ATHLETIC TRAINER SERVICES

RFP #037.16.B1

FACT SHEET

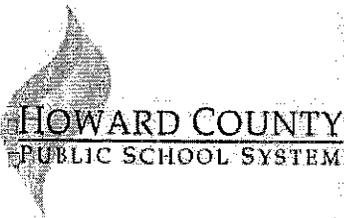
1. The Howard County Public School System (HCPSS) requires the services of certified, licensed athletic trainers (ATC) at all school athletic events.
2. A Request for Proposals (RFP) was issued and posted on the school system website and the bid was also posted on ebidmarketplace.com as required by the state of Maryland for ATC services to the events defined in the solicitation.
3. Responses were received from the firms listed below:

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>1. Life Bridge Health<br/>2401 W. Belvedere Ave.<br/>Baltimore, MD 21215<br/>\$49,900 per high school (4 -6 schools)<br/>\$30.00/hour</li> <li>2. Pivot Athletic Training, LLC<br/>501 Fairmont Ave., Ste 302<br/>Towson, MD 21286<br/>\$20,300 per high school<br/>\$30.00/hour</li> </ol> | <ol style="list-style-type: none"> <li>3. MedStar Sports Medicine<br/>5565 Sterrett Place, 4<sup>th</sup> Floor<br/>Columbia, MD 21044<br/>\$20,300 per high school<br/>\$40.00/hour</li> </ol> |
|--|---|

4. The scope of services requires the attendance of certified and licensed trainers at specific school athletic events as outlined in the RFP beginning in August 2016. The contract period will be for one year from the date of award. The contract may be renewed for four additional one-year terms, subject to satisfactory performance, approved price adjustments and appropriate funding.
5. The proposals were evaluated on the basis of the evaluation criteria as follows: Qualifications of the Firm (25 pts), Service Description (15 pts), Business Plan (10 pts) and Costs (50 pts). The firms ranked as follows:

<u>Firm Name</u>	<u>Rank</u>
Pivot Athletic Training, LLC	1
Life Bridge Health	2
MedStar Sports Medicine	3

6. It is recommended that all 12 high schools be awarded to Pivot Athletic Training, LLC, as the highest ranked firm. The estimated total value for these services is \$243,600.00.
7. Funding is located in the FY17 Operating Budget, Curriculum, Instruction, and Administration, High School Athletics and Activities, subject to approval.



Office of Purchasing  
10910 Clarksville Pike (MD State Route 108) Ellicott City, Maryland  
21042-6198  
(410) 313-6644, fax (410) 313-6789

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February 22, 2016

To All Interested Athletic Trainer Services Contractors:

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. 037.16.B1. Submittals shall be accepted at the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike (MD State Route 108), Ellicott City, Maryland 21042, until **2:00 p.m. March 11, 2016**.

Late submittals will not be considered. It is the responsibility of each offeror to ensure that its submittal is delivered to the proper place prior to the scheduled closing date and time.

Copies of the Request for Proposal may be obtained from the HCPSS website at [www.hcpss.org/about-us/purchasing/current-bids/](http://www.hcpss.org/about-us/purchasing/current-bids/). Copies may also be obtained by contacting the Purchasing Office at the address above or by calling (410) 313-6722. Organizations are encouraged to review that website frequently to learn of any changes that may be made in the RFP.

A pre-submission conference will be held **Friday, February 26, 2016 at 2:00 p.m.**, at the Department of Education, 10910 Clarksville Pike (MD State Route 108), Ellicott City, MD 21042. Howard County Public School System staff will explain the scope of work and answer questions that will assist in the preparation of submittals. Attendance is not mandatory; however, it is strongly encouraged. In order to assure adequate space, Offerors interested in attending the pre-submission conference should advise the Purchasing Office of the number of persons who will represent their firm no less than 48 hours prior to the conference.

The Howard County Public School System reserves the right to reject in whole or in part any or all submittals.

Sincerely,

A handwritten signature in black ink that reads "D Pindell".

Douglas Pindell  
Director of Purchasing

**REQUEST FOR PROPOSALS**  
**FOR**  
**HIGH SCHOOL ATHLETIC TRAINER SERVICES**

**RFP No. 037.16.B1**

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

February 22, 2016

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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 \$20,300.00 per school for fiscal year 2017.

HCPSS intends to enter one or more contracts to provide the services outlined herein to twelve high schools:

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

### **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.

## **SERVICES TERM**

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, 2016, and shall terminate on June 30, 2017; however HCPSS will have the option to unilaterally extend the agreement for up to four additional one-year terms ending on June 30<sup>th</sup> 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.

## **SUPPLEMENTAL CONDITIONS**

### Government Requirements and Law

Provider shall at all times comply with any legal or regulatory conditions or standards applicable to Provider's services. This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland.

### No Assignment

Neither party may assign this Agreement in whole or in part without the express prior written consent of the other party. HCPSS acknowledges that some of the athletic training staff utilized by Provider may be independent subcontractors, not employees of Provider.

### Third Party Beneficiary

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.

### Non-Discrimination

Provider warrants that it does not discriminate in its employment or community programs with regard to race, color, sex, sexual preference, age, national origin, or disability.

### Binding Agreement

This Agreement supersedes all previous agreements between the parties, and constitutes the entire binding Agreement upon the parties and their respective successors.

### Written Communication

Any amendment or modification to this Agreement shall be made in writing, signed by both parties, and addressed to the Contract Officer.

### Independent Contracts

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.

### Confidentiality

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.

### Withholding Taxes

Provider shall be responsible for any employment taxes payable with respect to the compensation of the personnel it provides to HCPSS under this Agreement.

### 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.

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.

#### Indemnification

To the fullest extent permitted by law, Service Provider agrees to defend, indemnify, pay on behalf of, and save harmless the Board of Education of Howard County, its elected and appointed officials, agents, employees, and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Service Provider under this Contract.

#### Waiver of Subrogation

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.

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

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.

Damage to Property of the Service Provider and its Invitees

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.

Americans with Disabilities Act Requirements

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.

Your acceptance of this contract acknowledges your commitment and compliance with ADA.

Price Adjustments

Pricing is firm for the first year after the award of a contract. Thereafter, annual price adjustments may be considered, but shall be limited to the same increase provided to the Howard County Public School System Teachers Association (HCEA).

Optional Use of Contract

The Howard County Public School System may extend the terms, conditions, and prices of this contract to the Howard County government, Howard County library, the Howard Community College, The University System of Maryland and Affiliated Institutions, other State of Maryland public, private and parochial schools and to those jurisdictions who are members of the Baltimore Regional Cooperative Purchasing Committee (BRCPC), a standing committee of the Baltimore

Metropolitan Council (BMC). Each of the agencies shall issue their own purchasing documents. The Howard County Public School System assumes no obligation on behalf of these agencies.

The Howard County Public School System shall not be a party to any contract entered into by any of the agencies under this paragraph, and shall have no duties toward the agencies or the vendor.

#### Criminal History Background Checks

All employees, agents, or representatives of the awarded Contractor who will be performing work on any phase of the contract may be subject to a criminal history background check by the HCPSS. Such persons, if requested by the HCPSS, 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 HCPSS may, at its sole discretion, decide that a particular employee, agent, or representative of the Contractor be barred from HCPSS property.

#### Child Sex Offender Notification

Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procurement Article, §11-704. One of the purposes of this law, found in Article 27§ 792, 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.

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 Procurement 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.

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.

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.

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 employee complies with the requirements.

## **PART II – SUBMITTAL FORMAT**

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. Submit one (1) original and two (2) copies of the proposal.

### **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. 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.

*NOTE: Any material submitted which is considered confidential shall be so noted.*

### PART III – 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.
- V. Provider shall submit proposals in the format as outlined below. Failure to submit in this format may be cause for rejection of the proposal.

## **PART IV - 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 B  
AGREEMENT FOR PROFESSIONAL SERVICES**

AGREEMENT # 037.16.B1

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 #037.16.B1 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. 037.16.B1, dated \_\_\_\_\_, 2016; 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 #037.16.B1, 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 term of agreement shall begin on the date above and terminate on \_\_\_\_\_, 2017. 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.

WITNESS: BOARD OF EDUCATION OF HOWARD COUNTY

By: \_\_\_\_\_ (SEAL)  
Christine E. O'Connor, Chairman  
Board of Education of Howard County

APPROVED: By: \_\_\_\_\_ (SEAL)  
Renee A. Foose, Ed. D., Superintendent  
Howard County Public School System

WITNESS: By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Typed Name Title  
\_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City State Zip  
\_\_\_\_\_  
Telephone Fax

**APPENDIX C  
INFORMATION AND COST PROPOSAL**

**A. GENERAL**

1. Offeror's Name: \_\_\_\_\_

2. Person Responsible for completing this form:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

3. The information in this response is binding until (date) \_\_\_\_\_

4. Name and addresses of both service and fiscal representative (Key Personnel) who would handle this account.

Service Representative: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Field Representative: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**B. 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.

**APPENDIX E  
AFFIDAVIT**

Special Instructions: An authorized representative of the offeror needs to complete the following affidavit 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 firm (the "Firm") \_\_\_\_\_ 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 or 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 ~ 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 involved, their position with the firm, and the sentence or disposition of the charge.

(You may attach any explanation 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 is genuine and not collusive or a sham; that said offeror has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or proposal or to refrain from bidding or making a proposal and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the prices of the affidavit or any other person, or to fix any overhead, profit or cost element of said price, or that if any person, or to secure an advantage against the Board of Education of Howard County 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 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.

**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 judgment 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 Howard County Board of Education, and that I am executing and submitting this Form of Proposal on behalf of and as authorized by the bidder named below.

\_\_\_\_\_  
(Legal Name of Company)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

\_\_\_\_\_  
(Telephone) (Fax)

Contractor's No. \_\_\_\_\_

\_\_\_\_\_  
(Signature) (Title) (Date)

\_\_\_\_\_  
(Printed)

In the presence of \_\_\_\_\_  
(Witness) (Date)

OR:

SUBSCRIBED AND SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

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

Corporation       Partnership       Individual       Other