

**BALTIMORE CITY PUBLIC SCHOOL SYSTEM
200 EAST NORTH AVENUE
BALTIMORE, MD 21202**



**REQUEST FOR PROPOSALS
Disaster Recovery
RFP- 08106**

ISSUED BY:	Materials Management Office Baltimore City Public School System 200 East North Avenue, Room 401 Baltimore, MD 21202 Attention: John Egerton
RFP NUMBER:	RFP- 08106
RELEASE DATE:	Thursday, June 12, 2008
PRE-PROPOSAL MEETING:	Thursday, June 26, 2008 11:00 a.m. local time, Room 301
PROPOSAL DUE DATE:	Thursday, July 17, 2008 @ 11:00am Room 401
DIRECT INQUIRIES TO:	John Egerton PH: 443-984-3389 E-mail: jegerton@bcps.k12.md.us

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PART I: SCOPE OF WORK

1.0 INTRODUCTION

This Request for Proposals (RFP) is soliciting proposals for a vendor to provide the Baltimore City Public School System (BCPSS) with a proven industry standard design for a Disaster Recovery Solution. BCPSS desires to have business continuity and accessibility to the centralized data and the necessary resources to utilize this data in the event of a disaster at its primary facility at 200 East North Avenue. The intent of this RFP is to identify a vendor who is qualified to provide the design concepts and operational standards, the implementation plan, the implementation build out, onsite management and the maintenance on a yearly basis.

2.0 BACKGROUND

The Baltimore City Public School System (BCPSS) serves the needs of public education in Baltimore City, covering approximately 77 square miles, with a residential population of more than 646,000. It is the fourth largest public school system in the State of Maryland. BCPSS operates 190 facilities over a ten-mile radius, which includes elementary, middle, and high schools; special education centers; alternative schools; and administrative offices. Central administration for BCPSS is located at 200 East North Avenue, Baltimore, Maryland.

BCPSS has several major business applications and functions which reside on approximately 100 servers located in the BCPSS Data Center and are managed by the Information Technology Department. The major business applications/functions are:

- School Administration Student Information
- Special Education Tracking System
- Messaging System (Email / Blackberry)
- Teacher Student Support Systems
- Active Directory
- Oracle Enterprise Resource Planning (ERP)
- Business Support Systems

The aforementioned applications and functions are required for the day-to-day business operations for the school district. The ERP data is currently refreshed every 15 minutes at a secondary location by way of a TLS connection. This is the only near real time system. The other systems are backed up onto tape using a Total Store L700 with Netbackup 6.5.

School Administration Student Information

The School Administration Student Information (SASI) system is a comprehensive student information management system that provides easy, direct, and secure access to BCPSS student records, enrollment, scheduling, and attendance information. It is used to document and store all data pertaining to each student enrolled in BCPSS. There are approximately 3,697 users of the SASI system across the school district. In addition, SASI is used to generate federal, state and local reports.

If the system were not available for a period of time greater than one week, there would be no enrollments, withdrawals, attendance, or transfers entered into the system. This creates a high potential for data loss as paper records kept during the week of down-time could be lost or damaged and consequently never properly entered into the student information system. This would impact the school system, Baltimore City, Maryland, and Federal reporting requirements, which would impact BCPSS funding.

Special Education Tracking System

The Special Education Tracking System (SETS) is a special education, discipline, intervention, and compensatory student information management system. It is used to document and store all data pertaining to the aforementioned modules for each student receiving special education services from the Baltimore City Public School System.

If the system were not available for a period of time greater than one week, there would data which must be kept manually: Individualized Educational Plans (IEP's), discipline records, sst, 504, comp, interfaces to other systems. High potential data loss as paper records kept during the week of down-time may be lost/damaged and consequently never properly entered into the SETS system. This would impact the school system, Baltimore City, Maryland, and Federal reporting requirements, which would impact BCPSS funding.

Messaging System (Email / Blackberry)

Microsoft Exchange Server is a messaging and collaborative software product developed by Microsoft that Provides access for communication internally and externally to stakeholders and business partners. Blackberries are used for remote messaging communication by administrative personnel within the district.

Teacher Student Support System

The Teacher Student Support System (TS³), which is also known as Blackboard, is the technology resource that consists of various educational links to teacher tools and teacher resources which enable our school district to increase student achievement through the use of technology and to support the instructional requirements of the children in our school community. TS³ includes the following suite of tools: United Streaming, Tegrity, Learning Village, Test Pilot, and Teacher's Workplace. TS³ provides access to clients located on either the internal or external networks.

Active Directory

Active Directory (AD) is the central repository for district-wide user authentication and authorization onto the BCPSS network.

Enterprise Resource Planning

The Baltimore City School System utilizes the Oracle Enterprise Resource Planning (ERP) suite of products to manage various business critical functions within the school district. There are ten modules used by BCPSS:

- Oracle Human Resources
- Oracle Payroll
- Oracle Advanced Benefits
- Oracle HR Self Service
- Oracle Accounts Payable
- Oracle Public Sector Budgeting(PSB)
- Oracle Accounts Receivable
- Oracle Cash Management
- Oracle General Ledger
- Oracle Purchasing

Business Support Systems

The Business Support Systems consist of four applications, the VEO SPED application, the Global Positioning System (GPS), ACT RequestLine, and WinSNAP. The VEO SPED and the Global Positioning System applications are currently used by the Department of Transportation. It provides electronic tracking of all internal and external yellow school buses within the BCPSS fleet. The GPS is interfaced with the new VEO SPED transportation software and provides two-way communication using an interface called VEO MON.

ACT RequestLine is the facilities requisition and management system currently used for tracking and receiving work order requests from schools and administrative offices within BCPSS. BCPSS is currently using WinSNAP which is a meal tracking application system at approximately 150 schools within the school district that provides a complete count of meals that are served daily at each of the school sites.

Network Connectivity

The conduit, where more than 75 thousand end-users gain access to the internet and intranet to access educational and administrative resources, utilize file and data sharing and messaging for more than 190 facilities throughout BCPSS.

ERP AND BUSINESS SUPPORT SYSTEMS:

ERP PRODUCTION DATABASE SERVER

	Present Capacity
Memory	35GB(512MB*26,1024*6,2048MB*8)
Operating system and Version	Solaris 2.8
Hardware	SunFire 6800 Domain A
Number of Processors	14
CPU Speed	900MHz

ERP PRODUCTION APPLICATION SERVER

	Present Capacity
Memory	8 GB(512MB*16)
Operating system and Version	Solaris 10
Hardware	SunFire 880
No of Processors	4
CPU Speed	750MHz

DEVELOPMENT – ERP

	Present Capacity
Memory	20 GB(512MB*8,2048MB*8)
Operating system and Version	Solaris 2.8
Hardware	SunFire 6800 Domain B
No of Processors	4
CPU Speed	900MHz

DEVELOPMENT APP SERVER

	Present Capacity
Memory	16 GB
Operating system and Version	Solaris 10
Hardware	SunFire v440
No of Processors	4
CPU Speed	1.6 GHz

BENEFITS APP SERVER

	Present Capacity
Memory	16 GB
Operating system and Version	Solaris 10
Hardware	SunFire v440
No of Processors	4
CPU Speed	1.6 GHz

DEVELOPMENT DATABASE SERVER 1

	Present Capacity
Memory	32 GB
Operating system and Version	Solaris 10
Hardware	SunFire T2000
No of Processors	32
CPU Speed	1.2 GHz

DEVELOPMENT DATABASE SERVER 2

	Present Capacity
Memory	32GB
Operating system and Version	Solaris 10
Hardware	SunFire T2000
No of Processors	32
CPU Speed	1.2 GHz

DR PRODUCTION DATABASE SERVER

	Present Capacity
Memory	32GB
Operating system and Version	Solaris 10
Hardware	SunFire v890
No of Processors	8
CPU Speed	1.3 GHz

DR PRODUCTION APPLICATION SERVER

	Present Capacity
Memory	2 GB
Operating system and Version	Solaris 8
Hardware	Sun Enterprise E450
No of Processors	4
CPU Speed	296 MHz

SASI SERVER SPECS:

TERMINAL SERVERS 1 – 24

	Present Capacity
Memory	4 GB RAM
Operating system	Microsoft Windows 2003
Hardware	IBM BC_8843
Processor	Intel ® Xeon™ CPU 3.200 GHz

TERMINAL SERVERS 25, 26

	Present Capacity
Memory	3.5 GB RAM
Operating system	Microsoft Windows 2000
Hardware	IBM BC_8843
Processor	Intel ® Xeon™ CPU 3.200 GHz

TASK SERVERS 1 – 6

	Present Capacity
Memory	1.0 GB
Operating system	Microsoft Windows 2000
Hardware	IBM BC_8843
Processor	Intel ® Xeon™ CPU 3.200 GHz

DATABASE SERVERS 1 – 4

	Present Capacity
Memory	16 GB
Operating system	Microsoft Windows Server 2003
Hardware	IBM xseries_460
Processor	Intel ® Xeon™ CPU 3.00 GHz

FILE SERVERS 1, 2

	Present Capacity
Memory	4 GB of RAM
Operating system	Microsoft Windows Server 2003
Hardware	IBM xseries_366
Processor	Intel ® Xeon™ CPU 3.00 GHz

DISTRICT SERVER

	Present Capacity
Memory	8 GB of RAM
Operating system	Microsoft Windows Server 2003
Hardware	IBM xseries_460
Processor	Intel ® Xeon™ CPU 3.00 GHz

SETS:

MAIN SETS SERVER

	Present Capacity
Memory	8 GB of RAM
Operating system	W2K Adv Server, SP 4
Hardware	x3850
Processor	
No of Processors	2

SETS DEV SERVERS 1-4

	Present Capacity
Memory	4 GB of RAM
Operating system	W2K Adv Server, SP 4
Hardware	Dell PE 6400
Processor	
No of Processors	4

SETS FILE SERVER

	Present Capacity
Memory	2 GB of RAM
Operating system	W2K Adv Server, SP 4
Hardware	Dell PE 6300
Processor	
No of Processors	4

SETS CITRIX 1-3

	Present Capacity
Memory	2 GB of RAM
Operating system	W2K Adv Server, SP 4
Hardware	Dell PE 2550
Processor	
No of Processors	2

SETS CITRIX 4-9

	Present Capacity
Memory	4 GB of RAM
Operating system	W2K Adv Server, SP 4
Hardware	HS21
Processor	Intel Dual Core 1.60 GHz
No of Processors	2

SETS SERVERS 1-6

	Present Capacity
Memory	2 GB of RAM
Operating system	W2K Adv Server, SP 2
Hardware	Dell PE 1650, 1750, 1950
Processor	
No of Processors	2

SETS DATA CLEANSING SERVER:

	Present Capacity
Memory	32 GB
Operating system and Version	Solaris 10
Model Number	SunFire v440
No of Processors	4
CPU Speed	1.6 GHz

MESSAGING SYSTEM (EMAIL / BLACKBERRY):

MAILBOX ARCHIVE 1-2

	Present Capacity
Memory	4 GB of RAM
Operating system	Windows Server 2003
Hardware	IBM HS21 Blade
Processor	Intel Dual Core 1.60 GHz
No of Processors	2 (4 cores)

JOURNAL ARCHIVE

	Present Capacity
Memory	4 GB of RAM
Operating system	Windows Server 2003
Hardware	IBM HS21 Blade
Processor	Intel Dual Core 1.60 GHz
No of Processors	2 (4 cores)

STANDBY SERVER

	Present Capacity
Memory	4 GB of RAM
Operating system	Windows Server 2003
Hardware	IBM HS21 Blade
Processor	Intel Dual Core 1.60 GHz
No of Processors	2 (4 cores)

ENTERPRISE VAULT DB

	Present Capacity
Memory	4 GB of RAM
Operating system	Windows Server 2003
Hardware	IBM x3850
Processor	Intel Dual Core 3.0 GHz
No of Processors	2 (4 cores)

EXCHANGE FRONT-END SERVERS 1-2

	Present Capacity
Memory	4 GB of RAM
Operating system	Windows Server 2003
Hardware	IBM HS21 Blade
Processor	Intel Dual Core 1.6 GHz
No of Processors	2 (4 cores)

EXCHANGE BACKEND-END SERVERS 1-4

	Present Capacity
Memory	4 GB of RAM
Operating system	Windows Server 2003
Hardware	IBM x3850
Processor	Intel Dual Core 3.0 GHz
No of Processors	2 (4 cores)

BLACKBERRY SERVER

	Present Capacity
Memory	4 GB of RAM
Operating system	Windows Server 2003
Hardware	IBM x3850
Processor	Intel Dual Core 3.0 GHz
No of Processors	2 (4 cores)

BLACKBERRY SERVER

	Present Capacity
Memory	1 GB of RAM
Operating system	Windows Server 2003
Hardware	Dell PE 1850
Processor	Intel Pentium 4 2.4 GHz
No of Processors	1

METAMESSAGE SERVER

	Present Capacity
Memory	1 GB of RAM
Operating system	Windows Server 2003
Hardware	Dell PE 4600
Processor	Intel Pentium 4 2.4 GHz
No of Processors	1

TS3:

TSS SERVERS 1-9

	Present Capacity
Memory	4 GB of RAM
Operating system	Windows Server 2003
Hardware	IBM HS21 Blade
Processor	Intel Dual Core 1.60 GHz
No of Processors	2 (4 cores)

ACTIVE DIRECTORY:

ACTIVE DIRECTORY DOMAIN CONTROLLERS 1-3

	Present Capacity
Memory	2 GB of RAM
Operating system	Windows Server 2003
Hardware	IBM HS20/HS21 Blade
Processor	Intel Dual Core 1.60 GHz
No of Processors	2 (4 cores)

BACKUP SERVERS:

NETBACKUP MASTER SERVER

	Present Capacity
Memory	16 GB
Operating system and Version	Solaris 10
Model Number	SunFire v440
No of Processors	4
CPU Speed	1.5 GHz

NETBACKUP MEDIA SERVER

	Present Capacity
Memory	16 GB
Operating system and Version	Solaris 10
Model Number	SunFire v440
No of Processors	4
CPU Speed	1.6 GHz

3.0 SCOPE OF SERVICES

The selected vendor must provide a Disaster Recovery proposal that offers the Baltimore City Public School System a comprehensive Disaster Recovery Solution. The Disaster Recovery Solution should enable BCPSS to quickly resume business operations after a major disaster, or other events that may prevent BCPSS from accessing and operating the school system's information technology resources located at BCPSS Headquarters and its secondary site location. Within the selected vendor's proposal, BCPSS expects a recommendation for a disaster recovery site at a currently owned BCPSS location or hosted off-site at a non BCPSS owned location. (please refer to BCPSS website, <http://www.bcps.k12.md.us>).

Mandatory Requirements

Business Impact Analysis

1. A Business Impact Analysis must be completed upon review of the current BCPSS Information Technology (IT) infrastructure. It should identify the impact on the BCPSS IT equipment in the event of a localized or regional disaster (natural or man-made). It should make a series of recommendations that could be implemented to prevent the loss of the school system's business data. It should make a series of recommendations to provide the mechanisms (e.g., equipment, location, power, etc.) for recovery of the school system's data or operational functionality.

Design

2. The vendor must describe in detail all the operational services associated with their proposed disaster recovery solution build out, which would allow BCPSS to maintain all transactional systems in the event of a disaster.
3. The vendor must provide detailed documentation outlining all the maintenance and security procedures involved in keeping the Disaster Recovery Site fully operational 24/7/365.
4. The vendor must recommend the necessary equipment needed and provide specifications for the equipment in order to create the disaster recovery site.
5. The vendor must create a project plan with milestone activities that will be tied to payment. The project plan must be in Microsoft Project and agreed to by BCPSS within 30 days of the contract award.

Build Out

6. BCPSS requires the selected vendor to provide a dedicated full-time Project Manager with Project Management Professional (PMP) certification and demonstrated experience building a disaster recovery site. The Project Manager must develop a

project plan outlining the deliverables and timelines of the project. The Project Manager will be responsible for scheduling all necessary meetings, conference calls, and tests associated with the disaster recovery site. The dedicated full-time Project Manager must be on site at BCPSS during the build out phase of the project. BCPSS expects the approved vendor's Project Manager to act as the liaison and Point-of-Contact (POC) between the approved vendor and the BCPSS Disaster Recovery Manager.

7. The vendor is responsible for purchasing and installing all of the equipment associated with the disaster recovery solution at the disaster recovery site.
8. The vendor must provide formal documented business procedures for BCPSS staff to follow in the event of a disaster to maintain operational capacity until the Headquarters site become operational after a disaster.
9. The vendor will be responsible for producing a disaster recovery plan for each BCPSS ITD major business application. Each plan should include disaster recovery procedures for each of the 7 (seven) major business applications and functions as outlined above on page 3.
10. The selected vendor must provide change control documentation for configuration and installation of new software and new equipment. The process must provide the BCPSS Information Technology Department Staff with the flexibility to make changes at Headquarters and at the disaster recovery site.
11. The vendor must assist the BCPSS Information Technology Department staff with the software installation associated with the disaster recovery solution at the disaster recovery site.

Operations

12. The disaster recovery site must provide office space for at least 20 BCPSS employees to perform annual disaster recovery simulation tests.
13. The vendor will be responsible for creating a disaster recovery testing schedule. The vendor must provide a formal disaster recovery/business continuity solution to provide technical support for semi-annual testing.
14. The disaster recovery site must be up and remain operational and accessible 24/7/365 by BCPSS ITD staff.
15. The vendor must describe the backup process and best practices for data backup in the disaster recovery proposal.
16. The vendor shall describe in detail the operational level, staffing, security and maintenance procedures at the Disaster Recovery site after start up and going forward to the end of the contract.

Experience

17. The vendor must have eight or more years of experience in implementing disaster recovery solutions for client-server architecture similar to BCPSS with more than 10,000 end users at multiple site locations.
18. The vendor must have Disaster Recovery best practices experience with the following:
 - ❖ Cisco routing, switching, security, and VOIP
 - ❖ IBM and Sun Server hardware
 - ❖ Oracle
 - ❖ Microsoft Exchange, Active Directory, SQL Server, and IIS

PART II: GENERAL TERMS AND CONDITIONS

1.0 STATEMENT OF CONFIDENTIALITY

It is understood and agreed that all information pertinent to this solicitation may contain trade secrets, which are confidential and proprietary. The selected vendor agrees not to disclose or knowingly use any confidential or proprietary information of the Baltimore City Public School System and/or third party participant.

Trade secrets or proprietary information submitted by a vendor in connection with this procurement shall not be subject to public disclosure under the Maryland Freedom of Information Act. However, the vendor must invoke the protections of this section under submission of the data or other materials, and must identify the data and the other materials that should be granted protection and state the reasons why the protection is necessary. Disposition of these materials made after the submission of the proposal should be stated by the consultant.

2.0 TERM OF AGREEMENT

The anticipated term of this contract shall be for three years from the date of Board approval. The contract will also include three (3) one year renewal options at the discretion of the Director of Materials Management.

3.0 PRE-PROPOSAL MEETING

A pre-proposal meeting is scheduled for June 26, 2008 at 11:00 a.m. local time, 200 E. North Avenue, Baltimore, MD 21202, Room 301.

While attendance at the pre-proposal meeting is not mandatory, the information presented is informative. All interested Offerors are encouraged to attend in order to be better able to prepare an acceptable proposal. Prospective attendees are requested to email John Egerton at jegerton@bcps.k12.md.us no later than June 23, 2008 to provide notice of the anticipated number of individuals who will attend.

4.0 QUESTIONS AND INQUIRIES

Questions may be submitted in writing to the Point of Contact (see Part II, 5.0) in advance of the pre-proposal meeting. The answers to these pre-submitted questions will be provided at the pre-proposal meeting. Additionally, questions, both verbal and written, will be accepted from the prospective Offerors attending the pre-proposal meeting and will be answered at this conference or in a subsequent transmittal.

Subsequent to the pre-proposal meeting, the Point of Contact will accept written questions until there is insufficient time for a response to impact on a proposal submission. Questions that have not been previously answered and that are deemed to be substantive in nature will be answered only in writing, with both the question(s) and answer(s) being distributed to all persons known by the Procurement Office to have obtained the RFP.

5.0 POINT OF CONTACT

John Egerton, Buyer
Baltimore City Public School System
Office of Materials Management
200 E. North Avenue
Baltimore, MD 21202
Phone: 443-984-3389
E-mail: jegerton@bcps.k12.md.us

6.0 CONTRACT MONITOR/BCPSS SUPERVISION

For purposes of this contract, the Contract Monitor (also referred to as the Project Manager) is **Mike Pitroff**.

The Contractor's performance will be under the technical direction of the Contract Monitor/Project Manager who will be responsible for ensuring contractor's compliance with the requirements of this contract to include managing the daily activities of the contract, providing technical guidance to the contract, and overall project scheduling and coordination. The contractor shall be accountable to the Project Manager on all matters relating to the scope of work.

7.0 CONTRACT TYPE

The contract resulting from this solicitation will be a fixed-price contract.

8.0 PAYMENT TERMS

The Contractor shall submit an invoice detailing the services provided and the actual costs incurred in accordance with the financial proposal. Payment shall be made within 30 days after the date on the invoice.

BCPSS reserves the right to reduce or withhold contract payment in the event the Contractor does not provide the Department with all required deliverables within the timeframe specified in the contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the contract.

9.0 RFP REVISIONS

If it becomes necessary to revise any part of this RFP, addenda will be provided to all persons who are known by the Procurement Officer to have received the RFP. All addenda, amendments or changes issued shall be deemed received by offeror provided they are either shipped first class mail, sent via e-mail or posted to the BCPSS e-Commerce website. Failure to acknowledge receipt of addenda will not excuse any failure to comply with the contents of the addenda.

10.0 SUBMISSION DEADLINE

In order to be eligible for consideration, proposals must be received at BCPSS Office of Materials Management no later than **11:00 a.m. local time, July 17, 2008, in Room**

401. Vendors mailing proposals shall allow sufficient mail delivery time to ensure timely receipt by the Office of Materials Management. **Any proposal received after the submission deadline will be returned unopened.**

11.0 PROPOSAL OPENING

RFP Proposals are not opened publicly, but in the presence of at least two BCPSS employees. Once the proposals are opened, the Procurement Officer will prepare a document that summarizes the proposals received. This document will be available for inspection after the Intent to Award letter is issued.

12.0 DURATION OF OFFER

A proposal submitted in response to this solicitation is binding upon the Offeror and is considered irrevocable for a minimum of **120 days** following the closing date for receipt of initial proposals or the closing date for receipt of a best and final offer, if applicable.

13.0 MINORITY & WOMEN BUSINESS ENTERPRISE PROGRAM

The goal for the minority subcontractor participation in this contract is 27% for Minority Business Enterprises and 10% for Women Business Enterprises. The contractor offering a proposal for this work is required to complete the MBE and WBE Information and Utilization Commitment Forms.

Prospective offerors may call the MBE/WBE Liaison, for information and/or assistance at 443-984-3435.

14.0 INSURANCE

All offerors shall complete the attached Certificate of Insurance with their technical proposal per the attached insurance requirement form (See Appendix G).

15.0 LIQUIDATED DAMAGES

In the event that vendor fails to provide the services required by the contract, as agreed to in the accepted project plan and financial proposal, BCPSS may assess liquidated damages in the amount of \$5,000.00 per day that the site is inoperable.

16.0 CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE

It is the responsibility of the Offeror to make certain that its employees, agents, volunteers, and contractors who may have contact with students are in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code. All costs therefore shall be borne by Consultant. Copies of all criminal background checks will be forwarded to the school system contract monitor. The offeror shall comply with the Criminal Procedure Article of Annotated Code of Maryland Section 11-722 that states that a person who enters into a contract with a county board of education or nonpublic school may not knowingly employ an individual to work at a school if the individual is a registered sex offender. The Offeror shall utilize the same screening services for criminal backgrounds as used by the Board in order that the Board can have consistency with all those individuals permitted to work in schools and with children. Therefore, the

offeror shall require that all employees providing services to students be screened via the Criminal Justice Information Service (CJIS) and NCIC.

16.0 LIVING WAGE

N/A

During the term of the contract resulting from this solicitation the awarded vendor(s) shall pay its employees a Living Wage in accordance with Baltimore City Living Wage legislation and regulations. The City's current Living Wage can be obtained by going to <http://www.baltimorecity.gov/government/wage/index.html> or by contacting the Baltimore Wage Commission at 410-396-4835.

The awarded amount of the contract resulting from this solicitation can not be increased for the vendor's failure to factor into its proposal any future increases in the Living Wage rates in effect at the time of this solicitation.

18.0 BONDING

All bids shall be accompanied by a bid bond in the amount of \$5,000 in the form of a certified check, treasurer's check, U.S. Postal Money Order, or a bid bond made payable to BCPSS. Failure to submit the bid bond, as required, will deem the bid non-responsive.

Bid bonds will be returned to unsuccessful offerors upon the award of the solicitation and successful offerors upon complete execution of the contract(s) and the meeting of bond requirements as applicable.

Non-performance by a successful offeror, or its failure to execute the agreement or meet requirements within thirty (30) working days after award, shall result in the bid bond being forfeited to the BCPSS as liquidated damages, as required by the BCPSS Administrative Regulations.

The selected vendor of this contract shall post a Performance Bond and a Payment Bond for the total dollar amount of the award for the first year of the contract. Annually, the contractor shall provide a new performance bond or a properly executed rider to the last performance guarantee provided under this contract, all as directed by the Director of Materials Management. Such Performance Bond or rider and Payment Bond shall cover the full amount of contract reflecting additions and deletion, per these specifications. The Performance Bond and Payment Bond shall be received from the selected vendor by the BCPSS within ten business days from the issuance of the Notice of Intent to award.

19.0 TERMS AND CONDITIONS

Any contract entered into in connection with this solicitation shall be subject to these General Terms and Conditions except as otherwise modified herein.

In the event of conflict between the General Terms and Conditions and any part or portion of the Special Conditions (Appendix A), these General Conditions shall take precedence.

In the event of conflict between this solicitation any of the General Terms and Conditions proposed by any offeror, or incorporated in any acknowledgement of contract awarded to the successful offeror, then, and in such event, the terms and conditions stated herein shall take precedence unless modified in writing by the director of Materials Management, Baltimore City Public School System.

PART III: PROPOSAL FORMAT

1.0 GENERAL FORMAT – THREE-PART SUBMISSION

- A. Offerors shall submit **in separate sealed envelopes**, Volume I: Technical Proposal, Volume II: Financial proposal, and Volume III: Minority Business Enterprise and Women's Business Enterprise (MBE/WBE) Commitment Utilization forms in the following format:
1. One (1) original (so labeled) and five (5) copies of the technical proposal in a sealed envelope clearly labeled "Technical Proposal". An electronic version of the Technical Proposal shall also be submitted with the original. Electronic media must be a CD and shall bear a label on the outside containing the RFP number and name as well as the name of the Offeror and the words Volume I: Technical Proposal.
 2. One (1) original (so labeled) and five (5) copies of the financial proposal in a sealed envelope clearly labeled "Financial Proposal".
 3. One (1) original (so labeled) and one (1) copy of the MBE/WBE Commitment Utilization forms provided with the RFP (See Appendix B).
- B. Each envelope shall, in addition, be labeled with the following:
1. The Offeror's name and business address.
 2. The due date/time for receipt of proposals.
 3. The Title of the RFP and RFP number

2.0 VOLUME I: TECHNICAL PROPOSAL FORMAT

Each proposal must include a table of contents and all pages in the technical proposal must be numbered, consecutively from beginning to end and separated by tabs as described below:

TAB A. TRANSMITTAL LETTER

Technical proposals are to be accompanied by a brief transmittal letter prepared on the Offeror's letterhead, and signed by an individual who is authorized to commit the Offeror to the services and requirements in the RFP and proposal. This transmittal letter shall include:

1. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the Offeror to the contract, who will receive all official notices concerning this RFP.
2. The Offeror's Federal Tax Identification Number or Social Security Number.

3. A brief statement of the Offeror's understanding of the work to be done, the commitment to perform the work within the time period, and a statement of why the firm believes itself to be best qualified to perform the engagement.
4. A statement that the proposal is a firm and irrevocable offer for a period of one-hundred twenty (120) days.
5. Acknowledgement of all Addenda to this RFP

TAB B. TABLE OF CONTENTS

TAB C. EXPERIENCE AND CAPABILITIES

Offeror shall provide information on past and current experience with rendering services similar to those in this RFP. This description shall include:

1. Summary of the services offered including the number of years the Offeror provided these services; the number of clients and geographic locations the Offeror currently serves, etc. and has served; and if a past customer, why the Offeror is no longer providing services;
2. Organizational chart of the Offeror showing the major components of the unit(s) that will be performing the requirements of this contract; where the management of this contract will fall within the organization; and what resources will be available to support this contract in primary, secondary and back-up roles.
3. Name all key personnel who will perform work under this contract and include each individual's resume. Include work history, educational background and indicate the proposed role/function of each individual.
4. At least five (5) references from its customers who are capable of documenting the following: a) the Offeror's ability to manage similar contracts, b) the quality and breadth of services provided by the Offeror under similar contracts (See Appendix C).

TAB D. FISCAL INTEGRITY/FINANCIAL STATEMENTS

1. The Offeror shall include in its proposal, completed audited financial statements including the auditor's notes, for its last two fiscal years. If the Offeror has not had its financial statements audited by an independent accounting firm, the Offeror must submit such un-audited financial statements as it has. Some acceptable methods include but are not limited to one or more of the following:
 - a. Recently audited (or best available) financial statements
 - b. Dunn and Bradstreet Rating
 - c. Standard and Poor's Rating
 - d. Lines of credit
 - e. Evidence of a successful financial track record

- f. Evidence of adequate working capital
- 2. Offeror shall identify any claims or over the past five (5) years and provide information on any pending litigation.

TAB E. TECHNICAL RESPONSE TO RFP SCOPE OF WORK

The Offeror shall address each of the mandatory requirements of Part I, Section 3 (Scope of Work). The technical response to the RFP will become part of the final contract and will be the guidelines that will be followed in the build out and documentation required to maintain the operability of the Disaster Recovery Site.

TAB F. REFERENCES (Appendix C)

TAB G. NON-COLLUSION CERTIFICATE (Notarized) (Appendix E)

TAB H. DEBARMENT AFFIDAVIT (Notarized) (Appendix F)

TAB I. ANTI-BRIBERY AFFIDAVIT (Notarized) (Appendix G)

TAB J. CERTIFICATE OF INSURANCE (Appendix H)

TAB K. BID BOND

3.0 VOLUME II: FINANCIAL PROPOSAL

- A. Offerors shall enter all price information on Appendix I, "Financial Proposal Form" and submit it under a separate sealed cover as described in Part III, Section 1.0.

4.0 VOLUME III: MINORITY/WOMEN BUSINESS ENTERPRISE (MBE/WBE)

- A. An MBE goal of 27% and a WBE goal of 10% have been established for the contract to result from this solicitation (See Appendix B).
- B. Offerors shall include all documents as required in Appendix B (See Appendix B-Part A-Instructions)
- C. Any proposal that does not include and comply with the MBE/WBE Participation Disclosure Form, signed Statement of Intent Forms(s), and MBE and WBE Participation Affidavit is non-responsive and will be rejected.

PART IV: EVALUATION AND SELECTION PROCEDURE

1.0 EVALUATION COMMITTEE

- A. Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. The contract resulting from this RFP will be awarded to the Offeror whose proposal is the most advantageous to BCPSS, considering price and technical factors set forth herein.
- B. The Evaluation Committee will make the final determination about acceptability of proposals.
- C. The financial proposals will not be distributed to the committee until the technical evaluation is completed.

2.0 EVALUATION PROCESS

- A. The committee will then evaluate each technical proposal using the evaluation criteria set forth below. As part of this evaluation, the Committee may hold discussions with all qualified Offerors. Discussions may be conducted via teleconference or may take the form of questions to be answered by the Offerors and conducted by mail, E-mail, or facsimile transmission at the discretion of BCPSS. During the evaluation process, the committee may request technical assistance from any source.
- B. Offerors whose technical proposals are ultimately deemed reasonably susceptible of being selected for award and who are determined "responsible" will be considered "qualified Offerors."
- C. Any Offeror who does not meet the requirements will be declared "not responsible" or "not reasonably susceptible of being selected for an award" and its financial proposal will be returned unopened.
- D. Following the completion of the technical evaluation of all Offerors' technical proposals, including any discussions, the committee will rank each qualified Offeror's technical proposal.
- E. The cost proposal of each qualified proposal will be distributed to the Evaluation Committee following the completion of the technical evaluation. The cost proposals will not be distributed to the committee until the technical evaluation is completed. The Committee will determine total costs of the proposals in order to establish a financial ranking of the proposals from lowest to highest.
- F. The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Offerors in any manner deemed necessary to serve the best interests of the BCPSS and the Board of School Commissioners.

- G. Offerors may be asked to make an oral presentation to the Evaluation Committee. The purpose of the oral presentation is to provide an opportunity for the Offeror to clarify its proposal submission and substantiate proposal representation. The oral presentation is a part of the technical evaluation.
- H. If it is determined to be in the best interest of BCPSS, the BCPSS may invite Offerors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.
- I. The Committee will recommend the Offeror whose overall proposal provides the most advantageous offer to BCPSS considering both price and technical factors set forth in this RFP. The technical proposal will be afforded more weight than the financial proposal.

3.0 EVALUATION CRITERIA

The Evaluation committee will evaluate the technical proposals using the following criteria below. The committee shall determine which proposals have met the basic requirements of the RFP and shall have the authority to determine whether any deviation from the requirements of the RFP is substantial in nature. The committee may reject in whole or in part any and all proposals and waive minor irregularities.

- A. Approach to satisfying requirements
- B. Offeror's experience and capabilities/references
- C. Fiscal Integrity/Financial Stability

PART V: APPENDICES



**BALTIMORE CITY PUBLIC SCHOOL SYSTEM
Materials Management Department**

APPENDIX A

**SPECIAL TERMS AND CONDITIONS
FOR REQUESTS FOR PROPOSALS**

These Terms and Conditions shall apply unless otherwise noted in General Terms and Conditions attached to Request for Proposals.

1. REQUEST FOR PROPOSALS (RFP)

- a. DIRECTIONS: The Baltimore City Board of School Commissioners invites all interested and qualified vendors to submit proposals to this RFP in accordance with directions specified in the attached General Terms and Conditions and these Special Terms and Conditions.
- b. DEFINITIONS: For the purpose and clarity of this document only, "BCPSS" will mean the Baltimore City Public School System and/or the Baltimore City Board of School Commissioners. "Board" shall mean the Baltimore City Board of School Commissioners. Also, for the purpose and clarity of this document, "Vendor" will mean any reliable and interested broker, vendor, contractor, and/or manufacturer that want to respond to this RFP.

2. GENERAL REQUIREMENTS

- a. AUTHORIZED DEALERS: Only authorized dealers may submit a proposal on requested equipment. At the discretion of BCPSS, a certificate, executed by the manufacturer, may be requested stating that the Vendor is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.
- b. INSPECTIONS: BCPSS reserves the right to have inspectors on the premises of the manufacturer during the process of manufacture of any products being furnished under this RFP for as long as may be considered necessary by BCPSS. All expenses of the inspectors shall be borne by BCPSS. The presence of the inspectors at the site of manufacture of the products shall not relieve the Awarded Vendor of responsibility for faulty workmanship of materials that may be discovered at any time after delivery and prior to final acceptance in accordance with the specifications. In case of factory inspection of items being manufactured for BCPSS, every facility shall be afforded inspectors by the manufacturers for the pursuance of their work.
- c. TYPES OF PURCHASES: These specifications are intended to cover the various types of purchases of equipment, materials, supplies, or services as shown to any or to each of the various public schools, offices, or to any designated warehouse or warehouses in Baltimore City, Maryland, whichever is specified, in quantities to be determined subsequent to the award. There are approximately 200 schools and offices in BCPSS.
- d. SINGLE PRICE: Unless otherwise specified in the General Terms and Conditions attached to this RFP, the Vendor will not be allowed to offer more than one price on each item even though the vendor may feel that it has two or more types or styles that will meet specifications. Vendor must determine which to offer. If said Vendor should submit more than one price on any item, all prices for that item will be rejected.
- e. AGGREGATE BIDS: Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in

the best interest of the BCPSS. When an aggregate bid is requested, the unit prices for each item shall be identified in the response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid on a combination of items will be permitted except as provided for in the General Terms and Conditions attached to the request.

- f MINIMUM REQUIREMENTS: Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Vendor shall call said conflict to the attention of the BCPSS Director of Materials Management for a decision before proceeding with any work.
- g USE OF BRAND NAMES: Brand names and model numbers are offered as a reference for Vendors as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted to be the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of the BCPSS.
- h PRODUCT OFFERED BY THE VENDOR: The product offered by the Vendor shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the Vendor shall offer to BCPSS a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.
- i COMPLIANCE WITH SPECIFICATIONS: The Vendor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications, as decided by the Director of Materials Management. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful Vendor, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to BCPSS, which would provide sufficient data to enable BCPSS to judge the Vendor's compliance with the specifications.
- j DEVIATIONS TO SPECIFICATIONS: Any deviation from the specifications must be noted in detail by the Vendor, in writing, as an attachment to the response. The absence of a written list of specification deviations attached to the response will hold the Vendor strictly accountable to BCPSS to the specification as written. Any deviation by the Awarded Vendor from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.
- k SUB-CONTRACTORS: The Awarded Vendor shall give its constant personal attention to the faithful execution of this contract, shall keep the same under its own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of the BCPSS. The Awarded Vendor shall provide the name of the sub-contractor(s) it intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the specifications and/or the Director of Materials Management Department or his or her designee. The information may be used in considering the potential performance capabilities of the sub-contractor(s). The Awarded Vendor shall not, without prior written consent of BCPSS, assign any of the monies payable under the contract.
- l COOPERATIVE PURCHASING: The BCPSS reserves the right to extend all of the

terms, conditions, specifications, and unit or other prices of any contract resulting from this RFP to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The Awarded Vendor agrees to notify BCPSS of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. The BCPSS assumes no authority, liability, or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the Awarded Vendor and the requesting entity. Any exceptions to this requirement must be specifically noted in the proposal response.

3. PRICES

- a **UNIT PRICES:** Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the RFP. All unit prices on items shall be completed on the proposal sheet(s). A NO BID notation must be completed for each item not being bid. In case of error in extension of prices in the proposal response, the unit price shall govern.
- b **UNITS OF MEASURE:** Wherever BCPSS indicates the unit of measure required and the Vendor's price is based on a different unit of measure, it shall be at the sole discretion of BCPSS to determine whether the Vendor's price will be recalculated. BCPSS will not accept any proposals with Vendor escalator clauses, unbalanced figures, or irregular features.
- c **DELIVERY CHARGES:** All prices included in the proposal response shall include all delivery charges.
- d **CASH DISCOUNTS:** Cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, are to be included in the bid price.
- e **PRICE REDUCTIONS:** BCPSS reserves the right to accept price reductions from the Awarded Vendor during the term of this contract to occur no less than thirty (30) days from the approval of the contract.
- f **TAXES:** BCPSS is exempt from the payment of the Maryland Sales Tax (Tax Exempt Number 30002539) and Federal Excise Tax (Tax Identification Number 52-2064-235). Prices quoted shall not include State Sales and Use Tax or Federal Excise Tax. Exemption certificates will be furnished upon request.

4. ITEM DELIVERY

- a **GENERAL DELIVERY REQUIREMENTS:** All materials, supplies, and equipment for BCPSS shall be delivered F.O.B. Destination. All deliveries must be inside the building. Delivery hours shall be Monday through Friday with the exception of holidays, to offices- between 8:30 a.m. and **3:30 p.m.**; to schools – **between 9:00 a.m. and 2:30 p.m.** The Award Vendor(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc., from the premises after delivery and set up of any furniture and equipment. Drivers must be bonded, have a clean driving record and have the appropriate training to handle hazardous items. Vendor will have the ability (including all applicable permits and licenses) to handle all types of shipments ranging from letters to multi-carton shipments, including bulky and fragile items. Delivery must include a current MSDS for each hazardous chemical or chemical compound delivered or used by the Vendor at a BCPSS worksite. The Awarded Vendor shall be liable for the full replacement value of any delivery item lost or damaged.
- b **SPECIAL DELIVERY INSTRUCTIONS:** Special Instructions for delivery dates, delivery of

heavy equipment, materials or machinery requiring special handling, to schools/sites under construction and/or renovation, or refrigerated goods will be defined in General Terms and Conditions.

- c **PACKING:** All materials must be securely packed in accordance with accepted trade practices. BCPSS purchase order number must be plainly visible on the exterior of each container. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information: Purchase Order Number, Vendor Name, Name of the Article, Item Number, Quantity, and Delivery Location (Example: ABC Elementary School Library). Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.
- m **SAFETY REQUIREMENTS:** The Awarded Vendor shall provide all equipment and machinery furnished and delivered to BCPSS complying with the Safety regulations as required by OSHA and the Maryland State Safety Health Act known as MOSHA. The Vendor shall sign the safety section, if attached in the proposal response, certifying that the regulations for the type of equipment furnished shall meet all regulations applying to this type equipment meeting the CFR-1910 MOSHA Standard. The Vendor shall submit Material Safety Data Sheets (MSDS) for all items awarded to that vendor provided under the terms of this proposal in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the vendor must submit MSDS sheets to: Baltimore City Public School System, Facilities Chief / Building and Safety Education, 200 E. North Avenue, Room 407, Baltimore, Maryland 21202.

5. GUARANTEE AND WARRANTIES

- a **GENERAL REQUIREMENTS:** Payment shall be based upon acceptance of goods or services by BCPSS. Vendor expressly warrants that: (a). The merchandise to be furnished and services performed will be free from defects in material and workmanship and will be in full conformity with the specifications, drawings, representation, or sample; that this warranty shall survive acceptance and payment of the merchandise; and that the Vendor will bear the cost of inspection of all goods and services rejected. (b). The Vendor hereby provides a warranty of authorization as to all goods and services. (c). The goods or services furnished must be or have been mined, manufactured, or produced in full compliance with at least the minimum conditions required under the Fair Labor Standards Act of 1938, as amended, and all other applicable local state and federal laws, rules, and regulations to include Department of Transportation (DOT), Food and Drug Administration (FDA) regulations, and the Equal Opportunity Clause contained in Executive Order 11246, as amended. If applicable to the goods or services purchased herein, vendor must also be in full compliance with WHMIS legislation and maintain a written Hazard Communication Plan. (d). Award Vendor, its employees, agents, volunteers, and contractors who may have contact with students must be in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code. All costs thereof shall be borne by the Vendor.
- b **GUARANTEE PERIOD:** The Vendor shall unconditionally guarantee all services, materials, and workmanship of all furniture, goods, and equipment furnished by it for a period of one year from the date of acceptance, i.e., delivery and installation, unless a longer period of warranty is specified in the General Terms and Conditions attached to the RFP.

- c FURNITURE AND EQUIPMENT: If, within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of BCPSS are due to faulty design and installation, workmanship or materials, upon notification, the Vendor, at its expense, shall repair or adjust the equipment or parts to correct the condition, or it shall replace the part or entire unit to the complete satisfaction of BCPSS. These repairs and/or replacements shall be made at such times as will be designated by BCPSS to avoid any interruption to the instructional programs.
- d OFFICE EQUIPMENT: Vendor agrees to provide on-site service of equipment within eight (8) hours of notification by school system personnel. Loaner equipment shall be supplied, free of charge, during the warranty period if the office equipment cannot be repaired within three (3) working days.
- e OTHER EQUIPMENT: Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to General Terms and Conditions for requirements on specific equipment.
- f MANUFACTURER'S AGENT: The Vendor shall act as the manufacturer's agent for all warranty claims.

6. MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES PARTICIPATION

- a PARTICIPATION REQUIREMENT: All suppliers shall comply with the requirements of Article 5, Subtitle 28 et seq. of the Baltimore City Code, as amended from time to time, pertaining to Minority and Women's Business Enterprises (MBE/WBE Requirements). The enforcement and interpretation of the MBE/WBE Requirements is vested in the Board.
- b BOARD POLICY: It is the policy of the Board that maximum feasible opportunity will be provided to certify Minority and Women Business Enterprises to participate in the performance of Board contracts for goods and services needed by the Board. The general goal of the Board is that in contracts valued at \$25,000 or more, the Vendor subcontract a given percentage to certified Minority Business Enterprises ("MBE") and a given percentage of the total contract price to Women Business Enterprises ("WBE").
- c REQUIRED FORMS: Interested Vendors must complete the MBE and WBE Vendor Information and Utilization Forms attached to the bid request and submit it as directed.
- d MBE AND WBE PARTICIPATION REVIEW: The Chief Financial Officer will determine whether the firms listed by the interested Vendor are certified MBE/WBE firms, whether the percentage of MBE/WBE participation is in compliance, and whether the interested Vendor has attained the Board's MBE/WBE goals. The Director of Materials Management will submit recommendations to the Board for its review and approval. The Board may accept, reject, or modify any findings or recommendations of the Director of Materials Management.
- e BOARD EXCEPTIONS, WAIVERS AND REDUCTIONS: The Board may grant such exceptions, waivers, and reduction in the MBE/WBE goals as it deems to be in the best interest of the BCPSS. The Board, in its capacity as the contracting authority, may also grant exceptions and waivers with respect to the MBE/WBE requirements as it deems appropriate.
- f FAILURE TO COMPLY: A Vendor's failure to comply fully with these requirements constitutes a breach of any Agreement and entitles the Board, at its option, to terminate the Agreement immediately upon delivery of written notice of termination to the Company. A Vendor that fails to comply with any provision pertaining to MBE/WBE requirements, including, but not limited to, the failure to provide required information to demonstrate compliance with MBE/WBE requirements, is subject to any and all of the following penalties: suspension of contract; withholding of funds; rescission of contract based on material breach; refusal to accept a bid; disqualification (debarment) of a Vendor, contractor or other business from eligibility for providing goods or services to the Board for

a period not to exceed two years; or payment of liquidated damages.

7. BONDING

- a BID BONDS: Bid Bonds may be required. Refer to General Terms and Conditions.

8. PROPOSAL SUBMISSION

- a KNOWLEDGE OF TERMS AND CONDITIONS: Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal response. Failure to do so will be at the Vendor's own risk and Vendor cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of Vendors.
- b SUBMISSION: Proposals must be delivered to the Materials Management Office, 200 E. North Avenue, Room 401, Baltimore, Maryland 21202 or the BCPSS web-site CompanyBids.com. Vendor must submit technical and cost proposals as specified in the General Terms and Conditions. Vendors shall retain one (1) copy of the proposal for their files. Proposals must be signed and submitted by an authorized representative of the company. Each Vendor may attach a letter of explanation to the proposal, if so desired (or required), to provide an explanation of any detail(s) in the proposal. This letter may not be used to offer optional or alternative proposals or pricing.
- c FORMAT: Signed proposals must be delivered in sealed, opaque envelopes and clearly marked on the outside with: Name of Vendor, Due Date, RFP Number and Title. BCPSS shall not accept any facsimile transmission to agents, representatives or employees as meeting the requirement of the Proposal. A facsimile document shall not be considered a valid response to the RFP.
- d VENDOR ADDRESS: Each proposal must show the full business address, telephone number, and fax number of the Vendor and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the proposal and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the proposal in the absence of written instructions from the Vendor to the contrary.
- e PARTNERSHIPS: Proposals by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.
- f CORPORATIONS: Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the proposal as agent shall file satisfactory evidence of authorization to do so.
- g CERTIFICATES AND AFFIDAVITS: All Vendors shall be required to complete the certificates and/or affidavits that are incorporated into the General Terms and conditions of this RFP. Such documents are required by local, state, or federal funding agencies of BCPSS as part of the bidding process. The documents may include: Anti-Bribery Affidavit, Debarment Certificate, Sales Tax Certification, Minority Business Enterprise affidavit, Small Business Enterprise affidavit, and when applicable, Asbestos Free Certification.
- h SAMPLES: When indicated in the General Terms and Conditions, a properly tagged sample and descriptive data shall be submitted to the address specified no later than the date specified in the Schedule of Events included in the General Terms and Conditions. The tag on the sample shall indicate the item number, the name of the company submitting the sample, and the RFP number. BCPSS will not be responsible for any

samples not picked up within 30 days of the notification of Vendors to do so. Samples may be retained by BCPSS until Vendors are notified to remove them. Vendors agree that BCPSS will incur no liability for samples that are damaged, destroyed, lost, or consumed in testing processes. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.

- i SPECIAL SAMPLES WITH CERTIFIED APPROVAL: Some successful Vendors shall be required to submit two (2) samples of each product awarded with an affidavit stating that the chemical composition of the sample submitted is identical with the composition tested prior to the proposal and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product or products requested. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.
- j PROPOSAL PREPARATION FEES: BCPSS will not be responsible for any costs incurred by a Vendor in preparing and submitting a proposal response.
- k PROPOSAL EVALUATION Proposal responses will be evaluated for compliance with detailed specifications. The specifications shall vary with each individual RFP issued, and the award shall be made in accordance with the General Terms and Conditions. Consideration will be given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Vendor, and the ability of the Vendor to perform satisfactorily. Evaluation may also be made for other factors, such as serviceability, functional suitability, workmanship, safety in use, and overall product quality, where acceptability may be determined on the basis of professional judgment and educational application. BCPSS will consider the Vendor's record and performance of any prior contracts with BCPSS, federal departments or agencies, or with other public bodies.
- l RECOMMENDATION OF AWARD: Recommendation of an award of a contract will be made to the Board in accordance with the General Terms and Conditions.
- m RIGHT TO PROTEST: Any actual Vendor, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the BCPSS Director of Materials Management in accordance with the provisions of the BCPSS Procurement Policies and Procedures visible on the BCPSS web site: www.bcps.k12.md.us.
- n CONTRACT TERM: The Vendor shall refer to the General Terms and Conditions attached to the RFP for details regarding the Term of Contract for this solicitation.
- o COMMENCEMENT OF SERVICES: BCPSS shall have no obligation to pay for services performed before the Board approves the contract or after it ends. BCPSS shall have no obligation to pay for services in excess of the monetary amount of the award. BCPSS shall have no obligation to pay for services before a purchase order is issued.

9. ANNULMENTS AND RESERVATIONS

- a RIGHT TO REJECT: The Board reserves the right to exercise its statutory option to reject any or all proposals and re-advertise for other proposals. The Board reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and the Board also reserves the right not to order any items(s) within the specification.
- b WAIVER OF TECHNICAL DEFECTS: The Board reserves the right to waive technical defects, if in its judgment the interest of BCPSS shall so require.
- c CONTRACT RESERVATIONS: The Board reserves the right to annul any contract if, in its opinion, there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon BCPSS materials, products and/or workmanship inferior to that required by the Vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of BCPSS to damages for the breach of any covenant of the contract by the Vendor(s). Should the Vendor(s) fail

to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond its control, including, but not limited to, Acts of God, war, flood, governmental restrictions, or the inability to obtain transportation, BCPSS reserves the right to purchase the required articles in the open market or to complete the required work at the expense of the Vendor(s). Should the Vendor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond its control, including but not limited to Acts of God, war, flood, governmental action, or the inability to obtain transportation, BCPSS reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.

- d AUTHORITY TO DEBAR OR SUSPEND The Director of BCPSS Materials Management Department shall have the authority to debar a person for cause from consideration for award of contracts in accordance with the provisions of the BCPSS Procurement Policies and Procedures visible on the BCPSS web site: www.bcps.k12.md.us.

10. TERMINATION OF CONTRACT

- a TERMINATION FOR NON-APPROPRIATION OF FUNDS: BCPSS may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Vendor. BCPSS shall pay for all of the purchases, if any, incurred up to the date of the termination notice.
- b TERMINATION FOR DEFAULT: When the Vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of BCPSS. Failure on the part of a Vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Vendor is entitled to any costs incurred up to the date of termination.
- c TERMINATION FOR CONVENIENCE: BCPSS has the right to terminate this Agreement at any time, without any liability, upon five (5) days prior written notice to Vendor, provided that Vendor shall be compensated for services rendered prior to the date of termination.

11. GOVERNING LAW

The RFP shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such RFP shall be filed in the Circuit Court of Baltimore City, Maryland. During the term of the contract resulting from this solicitation the awarded vendor(s) shall pay its employees a Living Wage in accordance with all applicable City, State or Federal Living Wage legislation and regulations. The awarded amount of the contract resulting from this solicitation can not be increased for the vendor's failure to factor into its proposal any future increases in the Living Wage rates in effect at the time of this solicitation.

12. CONTRACT TERMS AND CONDITIONS

- a SUBMISSION OF INVOICES: All invoices are to be submitted promptly showing Purchase Order number, and name and address of recipient and mailed to Baltimore City Public School System, Accounts Payable Office, Room 403, 200 E. North Avenue, Baltimore, Maryland 21202 (unless otherwise noted). A second copy (Delivery Ticket) shall be sent with the material to the appropriate location at the time of delivery.
 - (1) INCORRECT INVOICES: Incorrect invoices will be returned for correction or paid in accordance with the purchase order. Each invoice shall identify the BCPSS Purchase Order Number, line item number and item descriptions or services shall be listed in the same order as on the Proposal and/or Purchase Order.

(2) PARTIAL PAYMENTS: Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments are permissible.

(3) FREIGHT: Where transportation charges are billed to BCPSS, paid freight bill must accompany invoice. Invoices received unaccompanied by such evidence will be paid only upon acceptance by BCPSS. Cartage, package or boxing charges will not be allowed unless specifically so stated in this Purchase Order.

(4) LATE SUBMISSION OF INVOICES: The parties acknowledge and agree that the Vendor's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided. If invoices are submitted after one calendar year after the date on the invoice, then BCPSS shall have no obligation to pay for the stale invoices.

- b CONFIDENTIALITY: Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of the BCPSS. Vendor and its employees, agents, volunteers and contractors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Additionally, Vendor shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Vendor and BCPSS for the mutual disclosure of such records by and among the Vendor, BCPSS and BCPSS's employees, agents, volunteers and contractors.
- c INDEMNIFICATION: Vendor shall indemnify, defend, and hold harmless the Mayor and City Council of Baltimore (City), the Board and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the City, the Board and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Consultant or its employees, agents, or volunteers.
- d INSURANCE: Unless otherwise specified in the General Terms and Conditions, Vendor shall procure and keep in force the following required insurance coverage: Commercial General Liability Insurance at limits of not less than One Million Dollars (\$1,000,000) per occurrence for claims arising out of bodily injuries or death, and property damages, subject to a minimum limit of Three Million Dollars (\$3,000,000) aggregate. Such insurance shall include contractual liability insurance. Business Automobile Liability at limits of not less than One Million Dollars (\$1,000,000) per occurrence for all claims arising out of bodily injuries or death and property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of this Agreement. Workers' Compensation coverage as required by the State of Maryland, as well as any similar coverage required for this work by applicable Federal or "Other States" State Law. Consultant shall, at all times, maintain and keep in force Professional Liability, Errors and Omissions Insurance at a limit of not less than One Million Dollars (\$1,000,000.00) in the event the service delivered pursuant to this Agreement, either directly or indirectly, involves or requires professional services. "Professional Services" for the purpose of this Agreement shall mean any services provided by a licensed professional such as those provided by the Consultant. The City, the Board, and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers shall be covered, by endorsement, as additional insured as respect to liability arising out of activities performed or to be performed by or on behalf of the Consultant in connection with this Agreement. The Consultant's insurance shall apply separately to

each insured against whom a claim is made and/or lawsuit brought. The Consultant's insurance coverage shall be primary. Any insurance and/or self-insured program maintained by the City or the Board and their respective elected/appointed, officials, employees, departments, agencies, agents and volunteers, shall not contribute with the Consultant's insurance or benefit the Consultant in any way. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the City and the Board. There will be an exception for non- payment of premium, which is ten (10) days notice of cancellation. Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or, if not rated with Best's with minimum surpluses the equivalent of Bests' surplus size VII and must be licensed/approved to do business in the State of Maryland. The Consultant shall furnish the City and the Board's Director of Materials, a "Certificate of Insurance" with a copy of the additional insured endorsement as verification that coverage is in force. The City and the Board reserve the right to require complete copies of Insurance policies at any time. Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance as required may render this Agreement null and void; provided, however, that no act or omission of the City or the Board shall in any way limit modify or affect the obligations of Consultant under any provision of this Agreement.

- e E-COMMERCE: Should the BCPSS enter into an agreement with a third party provider of an e-Commerce system the Awarded Vendor will be required to provide and maintain an electronic catalog of all applicable goods and / or services and will be subject to a transaction charge of up to 1.5 percent of actual sales made via that system.
- f NON-ASSIGNABILITY: This contract shall not be assigned or services subcontracted in whole or in part without the written consent of the BCPSS. Any attempt to do so without such written consent shall be null and void of no effect.
- g INDEPENDENT VENDOR: Vendor is furnishing its goods and/or services hereunder as an independent Vendor, and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship.
- h GENERAL RECORDS CLAUSE: Vendor's contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by the BCPSS and made available by the Vendor to the BCPSS and/or its designated agents at any time upon reasonable prior notice, during performance under this Contract and for a period of four (4) years after final payment or such longer period of time as required by law or rule or regulations.
- i SOLE AGREEMENT: This Contract constitutes the sole agreement between the parties hereto and no amendment, modification or waiver of any of the terms and conditions hereof shall be valid unless in writing and executed by both parties. Any prior verbal agreements or proposals shall not be considered a part of this Contract.
- j PROTECTION OF PROPERTY: Vendor will use reasonable care to avoid damaging existing buildings, equipment, and property at BCPSS sites and all material furnished by BCPSS ("Property"). If the Vendor's failure to use reasonable care causes damage to any property, Vendor must replace or repair the damage at no expense to the BCPSS as directed by the Contracting Officer. If the Vendor fails or refuses to make such repair or replacement, the Vendor will be liable for the cost, which may be deducted from payments due Vendor.
- k PUBLIC STATEMENTS: Vendor shall not use or reference the Name or Emblem of the Baltimore City Public School System in issuing any press releases or otherwise making any public statement with respect to this Contract (unless such press release or statement is required by applicable law regulation or the requirements of any listing agreement with any applicable stock exchange) without the prior written consent of

BCPSS, which consent will not be unreasonably withheld. Purchase by the BCPSS of any articles, material, merchandise, or service does not imply that the BCPSS has either adopted or endorsed the product or service, and the use by any manufacturer, Vendor, merchant or other person of the name or emblem of the BCPSS in any advertisement that they are furnishing products or services is not authorized. The unauthorized use of the name or emblem of the BCPSS is prohibited by the United States Criminal Code - Section 706.

APPENDIX B

MINORITY AND WOMEN'S BUSINESS PROGRAM

BALTIMORE CITY PUBLIC SCHOOL SYSTEM MINORITY AND WOMEN'S BUSINESS PROGRAM BALTIMORE CITY CODE, ARTICLE 5, SUBTITLE 28

BIDDER INFORMATION AND FORMS

CONTRACTING AGENCY: **Baltimore City Public School System**

CONTRACT NUMBER: RFP-08106

CONTRACT TITLE: Disaster Recovery

Pursuant to Article 5, Subtitle 28 of the Baltimore City Code (2007 Edition) – Minority and Women's Business Program, Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation goals apply to this contract.

The MBE Goal is 27%

The WBE Goal is 10%

Bid Requirements

Bid must include a commitment to utilize MBEs and WBEs at a percentage that equals or exceeds the contract goals stated above. Bidder must submit the following completed documents **WITH THE BID**:

- (1) MBE and WBE Participation Disclosure Forms
- (2) Statement of Intent Form(s) signed by both Bidder and MBE or WBE
- (3) MBE/WBE Participation Affidavit
- (4) Prism Data Form

Any bid that does not include the MBE/WBE Participation Disclosure Form, signed Statement of Intent Form(s) and MBE/WBE Participation Affidavit is non-responsive and will be rejected.

Bidder must keep a record of bidder's efforts to obtain MBE and WBE participation.

Verifying Certification

Each bidder is responsible for verifying that all MBEs and WBEs to be used on a contract are certified by the Minority and Women's Business Opportunity Office (MWBOO) before bid opening. A directory of certified MBEs and WBEs is available from MWBOO. Since changes to the Directory occur daily, the bidder should call MWBOO at 410-396-4355 to verify certification, expiration dates, and services that the MBE or WBE is certified to provide.

Contract Requirements

During the term of the contract, any unjustified failure to comply with the MBE and WBE participation requirements is a material breach of contract.

Before final payment may be made under the contract, the contractor must submit the Subcontractor Utilization Form with its final payment request. The Subcontractor Utilization Form will include a list of the names of all subcontractors utilized on the contract, both MBE/WBE and non-MBE/WBE, the total amount paid to each subcontractor, and the owner's race/ethnicity and sex.

Substitution of MBE or WBE

The Baltimore City Public School System must approve substitution of an MBE or WBE specified at bid opening. Any unjustified failure to comply with this requirement is a material breach of contract.

Waiver Requests

If a bidder is unable to comply with a contract goal, the bidder may submit a waiver request with the bid. The waiver request must be made on the MBE/WBE Participation Waiver Request Form. No waiver will be granted unless the waiver request includes documentation that demonstrates a good faith effort to comply with the goals.

MBE and WBE Participation Standards

Participation of M/WBEs

A business enterprise that is certified as both an MBE and WBE (M/WBE) may not be counted toward both MBE and WBE goals for the same project. The bidder must select the goal for which the business enterprise is to be counted toward. (Art.5, §28-35)

Non-affiliation

A bidder may not use an MBE or WBE to meet a contract goal if:

1. the bidder has a financial interest in the MBE or WBE
2. the bidder has an interest in the ownership or control of the MBE or WBE
3. the bidder is significantly involved in the operation of the MBE or WBE

(Art. 5, §28-41)

A bidder that is an MBE or WBE may NOT use itself to meet a contract goal.

Commercially Useful Function

The bidder may count toward the contract goals only expenditures to MBEs and WBEs that perform a commercially useful function in the execution of the contract. Commercially useful function means the performance of real and distinct work for which the business enterprise has the skill, expertise, and actual responsibility to perform, manage and supervise. (Art.5, §28-32).

Subcontracting by MBE or WBE

A bidder may not count toward its contract goal any agreement with a certified MBE or WBE subcontractor who intends to subcontract more than 10% of the dollar amount of the services to be performed under its agreement with the bidder. This restriction does not apply to an MBE's or WBE's contracts for the purchase of materials, equipment, or supplies as an incident to the performance of services under its agreement with the bidder. (Art. 5, §28-34)

Manufacturers

A bidder may count toward the contract goal its entire expenditure to a certified MBE or WBE manufacturer. (Art. 5, §28-36)

Suppliers

Manufacturers - A bidder may count toward the contract goal 100% of its expenditure to a certified MBE or WBE supplier who manufactures the goods supplied.

Non-Manufacturers - A bidder may count 100% of its expenditure to a certified MBE or WBE supplier who is a wholesaler warehousing the goods supplied; or who is a manufacturer's representative. However, only 25% of each contract goal may be attained by expenditures to MBEs or WBEs that are non-manufacturing suppliers. (Art. 5, §28-37)

Joint Ventures

A bidder may count toward the contract goal the portion of its expenditure to a joint venture that is equal to the percentage of the MBE or WBE participation in the joint venture. The MBE or WBE member of the joint venture must have an interest in the control, management, and operation of the joint venture commensurate with the member's percentage of ownership. The MBE or WBE that is a member of the joint venture must be responsible for a clearly defined portion of the work to be performed, equal to its share in the ownership, control, and management of the joint venture. (Art. 5, §28-33)

Insurance companies and travel agents

A bidder may count toward the contract goals only 15% of its expenditure to a MBE or WBE insurance company or travel agent. (Art. 5, §28)

Financial institutions

A bidder may count toward the contract goals only the fees charged and earned by an MBE or WBE financial institution. (Art. 5, §28-39) If you would like to receive a copy of Article 5, Subtitle 28 of the Baltimore City Code (2007) Edition) please call MWBOO at 410-396-4355.

**BALTIMORE CITY PUBLIC SCHOOL SYSTEM
MINORITY AND WOMEN'S BUSINESS OPPORTUNITY OFFICE**

MBE AND WBE PARTICIPATION REQUIRED FORMS

Name of Bidder (Proposer): _____ Fed. ID: _____

Address: _____

Telephone: _____ Cell: _____

Email: _____ Fax: _____

Contracting Agency _____

Contract (Project) Title: Disaster Recovery

Contract Number: RFP-08106

Bid Due Date: July 19, 2008

MBE GOAL: 27%

WBE GOAL: 10%

**THIS PACKAGE OF MBE AND WBE PARTICIPATION FORMS IS DUE
WITH THE BID.**

FOR MORE INFORMATION OR ASSISTANCE WITH THESE FORMS, CONTACT:

Vastie D. Presley
Minority and Women Business Liaison Officer
Baltimore City Public School System (BCPSS)
200 East North Avenue
Baltimore, Maryland 21202
Phone: 443-984-3435

PART A: INSTRUCTIONS

The requirements of the Article 5, Subtitle 28 of the Baltimore City Code (2007 Edition), are a part of this contract and are incorporated by reference. FAILURE OF ANY BIDDER, CONTRACTOR OR SUBCONTRACTOR TO COMPLY WITH ARTICLE 5, SUBTITLE 28 SHALL BE A MATERIAL BREACH OF CONTRACT.

The following are included:

- Part A: Instructions
- *Part B: MBE and WBE Participation Disclosure Form
- *Part C: Statement of Intent Form - A Statement of Intent Form shall be completely executed for each and every MBE and WBE named in Part B.
- *Part D: MBE/WBE Participation Affidavit - to be completed by Bidder.
- Part E: MBE/WBE Participation Waiver Request Form. If you are unable to meet the MBE and WBE participation goals for this contract, the law requires you to submit a waiver request with the bid.
- Part F: Subcontractor Utilization Form
- *Part G: Prism Data Form

*ALL FORMS ARE DUE WITH BID.

For any Contract not competitively bid and awarded by the Board of School Commissioners, this form is due before the Board of School Commissioners approves the Contract or Agreement.

PART B: MBE PARTICIPATION DISCLOSURE FORM

Use this form to list MINORITY Business Enterprises that you will use to meet the MBE Participation Goal. Please be reminded that:

- The same subcontractor may not be used to meet both the MBE and WBE goals.
- If Bidder is an MBE or WBE, Bidder may not use itself to meet either of the contract goals.
- Only 25% of **each** contract goal may be attained by expenditures to MBEs or WBEs that are non-manufacturing suppliers. (i.e. If bid amount is \$100,000 and MBE goal is 15% or \$15,000; then participation limit for MBE suppliers that are non-manufacturers is \$3,750 or 25% of the 15% MBE goal.)
- If MBE sub-goals apply to this contract, each pre-determined sub-goal must be achieved and their total must equal or exceed the overall MBE contract goal.

Prime Contractor's Name: _____

Prime Contractor's Address: _____

Contract Number & Title: _____

MBE SUBCONTRACTORS

Name:	Certification Number	Expiration Date	\$ Amount of Subcontract	% of Total Contract
-------	-------------------------	--------------------	-----------------------------	------------------------

TOTAL DOLLAR AMOUNT OF CONTRACT \$ _____

TOTAL DOLLAR AMOUNT OF MBE SUBCONTRACTS \$ _____

TOTAL MBE PERCENTAGE OF ENTIRE CONTRACT _____ %

Form Prepared by:

Name and Title

Phone #

Date

PART B: WBE PARTICIPATION DISCLOSURE FORM

Use this form to list WOMEN'S Business Enterprises that you will use to meet the WBE Participation Goal. Please be reminded that:

- The same subcontractor may not be used to meet both the MBE and WBE goals.
- If Bidder is an MBE or WBE, Bidder may not use itself to meet either of the contract goals.
- Only 25% of **each** contract goal may be attained by expenditures to MBEs or WBEs that are non-manufacturing suppliers. (i.e. If bid amount is \$100,000 and WBE goal is 6% or \$6,000; then participation limit for WBE suppliers that are non-manufacturers is \$1,500 or 25% of the 6% WBE goal.)

Prime Contractor's Name: _____

Prime Contractor's Address: _____

Contract Number & Title: _____

WBE SUBCONTRACTORS

Name:	Certification Number	Expiration Date	\$ Amount of Subcontract	% of Total Contract
-------	-------------------------	--------------------	-----------------------------	------------------------

TOTAL DOLLAR AMOUNT OF CONTRACT \$ _____

TOTAL DOLLAR AMOUNT OF WBE SUBCONTRACTS \$ _____

TOTAL WBE PERCENTAGE OF ENTIRE CONTRACT _____ %

Form Prepared by:

_____	_____	_____
Name and Title	Phone #	Date

PART C: MBE/WBE AND PRIME CONTRACTOR'S STATEMENT OF INTENT
--

COMPLETE A SEPARATE FORM FOR EACH AND EVERY MBE AND WBE NAMED IN PART B OR BID
WILL BE CONSIDERED NON-RESPONSIVE.

Contract Name and Number: _____

Name of Prime Contractor: _____

Name of MBE or WBE: _____

MBE or WBE Certification Number: _____

Work/Service to be performed by MBE or WBE:

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$_____ (If this is a requirements contract, the subcontract dollar amount may be omitted.)

Subcontract percentage of total contract: _____%

The undersigned Prime Contractor and subcontractor agree to enter into a contract for the work/service indicated above for the dollar amount or percentage indicated, subject to the prime contractor's execution of a contract with the Baltimore City Public School System for the above referenced contract number. The undersigned subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office.

Signature of Prime Contractor (**REQUIRED**)

Date

Signature of MBE or WBE (**REQUIRED**)

Date

PART D: MBE/WBE PARTICIPATION AFFIDAVIT

The Undersigned authorized representative of Contractor does hereby make the following Affidavit:
Contractor acknowledges the MBE goal of _____% and the WBE goal of _____%

for Contract No./Title _____
with Baltimore City Public School System (BCPSS).

My firm will make good faith efforts to achieve the MBE and WBE participation goals for this contract. I understand that, if awarded the contract, my firm must submit to Baltimore City Public School System (BCPSS) copies of all executed agreements with the MBE and WBE firms being utilized to achieve the participation goals and other requirements of Article 5, Subtitle 28 of the Baltimore City Code (2007 Edition). I understand that these documents must be submitted prior to the issuance of a notice to proceed.

I understand that, if awarded the contract, my firm must submit to the BCPSS canceled checks and any other documentation and reports required by BCPSS on a quarterly basis, verifying payments to the MBE and WBE firms utilized on the contract.
This request may be requested electronically by PRISM@

I understand that, if I am awarded this contract and I find that I am unable to utilize the MBEs or WBEs identified in my Statements of Intent, I must substitute other certified MBE and WBE firms to meet the participation goals. I understand that I may not make a substitution until I have obtained the written approval of BCPSS.

I understand that, if awarded this contract, authorized representatives of the Baltimore City Public School System may examine, from time to time, the books, records and files of my firm to the extent that such material is relevant to a determination of whether my firm is complying with the MBE and WBE participation requirements of this contract.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information and belief.

Contractor Company Name

Signature

Address

Print Name and Title

Sworn and subscribed before me this ____ day
of _____, in the year _____.

Notary Public

PART E: MBE/WBE PARTICIPATION WAIVER REQUEST FORM
--

Name of Bidder (Proposer) _____

Address _____

Contracting Agency _____

Contract (Project) Title _____

Contract Number: _____ Bid Due Date: _____

Goals on this contract: _____% MBE _____% WBE

I have achieved _____% MBE _____% WBE

I am requesting a waiver of _____% MBE _____% WBE

I have contacted MWBOO for assistance _____ Yes _____ No

Number of MBE firms contacted: _____ (Attach a list of names)

Number of WBE firms contacted: _____ (Attach a list of names)

Explain why waiver is being requested:

Attach documentation of your good faith efforts to secure, contact and negotiate with MBEs and WBEs, including:

- (1) the reasons your company is unable to secure sufficient MBE/WBE participation to meet the stated goals.
- (2) The efforts made by your company to select portions of the contract to be performed by MBEs and WBEs
- (3) For each MBE or WBE that placed a bid that you consider to be unacceptable, a statement that explains the basis for that conclusion.

Signature of Authorized Company Representative

Date

PART F: SUBCONTRACTOR UTILIZATION FORM

THIS FORM MUST BE INCLUDED WITH REQUEST FOR FINAL PAYMENT.

Prime Contractor's Name: _____

Contract Title: _____

Contract Number: _____

Total Contract Dollar Amount: _____

Provide the following information for EACH AND EVERY subcontractor, both MBE/WBE and NON-MBE/WBE used on this contract. (Duplicate form if necessary.)

Name of Subcontractor	Goods or services provided on subcontract
Race/ethnicity AND sex of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid to date is less than subcontract dollar amount, explain why.

Name of Subcontractor	Goods or services provided on subcontract
Race/ethnicity AND sex of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid to date is less than subcontract dollar amount, explain why

Name of Subcontractor	Goods or services provided on subcontract
Race/ethnicity AND sex of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid to date is less than subcontract dollar amount, explain why

Prime Contractor's signature

Date

PART G: PRISM DATA FORM

COMPLETE A SEPARATE FORM FOR EACH AND EVERY MBE AND WBE NAMED IN PART B.

Date: _____ Contract Number and Title: _____

Company Name: _____

Federal ID Number: _____ Number of Employees: _____

Certification #: _____ Expiration Date: _____

Certification Type: ☐ MBE ☐ WBE

Authorized Contact: _____
(President/Owner/Responsible person for the contract)

Mailing Address: _____ County: _____

City/State/Zip: _____

Telephone: _____ Fax: _____ Cell: _____

☐ African American ☐ Asian American ☐ Hispanic American ☐ Native American

☐ Other _____

Gender: ☐ Male ☐ Female

Website Address: _____

*Email Address: _____

Industry: _____ Service: _____

Insurance Company: _____

Insurance #: _____ Expiration Date: _____

* If your firm does not have an email address please indicate.

APPENDIX B

REFERENCES

Client Name:
Address:
Services Provided:
Date(s)of services:
Contact Name & Title:
Phone No:
Email Address:

Client Name:
Address:
Services Provided:
Date(s)of services:
Contact Name & Title:
Phone No:
Email Address:

Client Name:
Address:
Services Provided:
Date(s)of services:
Contact Name & Title:
Phone No:
Email Address:

Client Name:
Address:
Services Provided:
Date(s)of services:
Contact Name & Title:
Phone No:
Email Address:

Client Name:
Address:
Services Provided:
Date(s)of services:
Contact Name & Title:
Phone No:
Email Address:

**APPENDIX D PROFESSIONAL SERVICE AGREEMENT
BETWEEN
THE BALTIMORE CITY BOARD OF SCHOOL COMMISSIONERS
AND**

THIS AGREEMENT is made as of this _____ day of _____, 2008, (This date to be inserted by "The Board") by and between the Baltimore City Board of School Commissioners ("the Board"), and _____ (the "Consultant").

WHEREAS, the Baltimore City Public School System needs the technical assistance of Consultant with regard to providing _____, and; WHEREAS, Consultant employs individuals who possess the necessary experience, skills, and talent to assist the Board in providing such services.

NOW, THEREFORE, the parties agree as follows:

1. Term. This Agreement shall be for a period of performance beginning _____, 2008 and, unless sooner terminated as provided in this Agreement or extended with the approval of the Board, will end on the earlier of _____, 200__ when the monetary amount of the Agreement is fully expended, or when the services are no longer needed. **No services shall be performed before the Board approves the contract or after it ends.**
2. Services. During the term of this Agreement Consultant shall provide the services which are set forth in the attached document which is entitled Scope of Services, which is a part of this Agreement (Attachment I to this Agreement). Such services are to be provided in coordination with _____.
3. Payment. The Board agrees to pay Consultant and Consultant agrees to accept, as full compensation for Consultant's services under this Agreement, an aggregate amount not to exceed \$_____, in accordance with the attached Budget which is a part of this Agreement (Attachment II to this Agreement). Consultant shall submit an Invoice on a monthly basis detailing the services provided and the actual costs incurred. Payment shall be made within 45 days after the date of submission of an invoice to the Board's Accounts Payable Office. The Board shall have no obligation to pay for services performed before the Board approves the Agreement or after it ends. The Board shall have no obligation to pay for services in excess of

the monetary amount of the Agreement. The Board shall have no obligation to pay for services before a purchase order is obtained from the Office of Materials Management and Logistics formerly the Procurement Office.

4. Accounts and Records.

- A. Consultant shall retain, and upon request, make available to the Board, all accounts and records relating to this Agreement for at least three years after final payment is made and all other pending matters are concluded. The Board reserves the right to audit and inspect all accounts and records maintained by Consultant in connection with this Agreement.
- B. Public and private nonprofit contractors are required to comply with the requirements of the Office of Management and Budget (OMB) Circular A-133. The nonprofit contractor is responsible for having an audit performed in accordance with and when required by OMB A-133 and for sending a copy of the report issued as a result of the audit to the Board within 30 days of the audit report's issuance. Furthermore, the Board must approve any independent auditor engaged to assure that the auditor is qualified and meets Government Accounting Office standards as well as to evaluate the scope of the audit engagement to assure it complies with OMB requirements.

5. Independent Contractor. The Board and Consultant recognize and agree that Consultant is an independent contractor, and that neither Consultant nor any of Consultant's employees or agents is an employee of the Board or of the Mayor and City Council of Baltimore (the "City").

6. Subcontract or Assignment. Consultant shall give full personal attention to the faithful execution of this Agreement. Consultant shall not subcontract or assign any part of this Agreement without the prior written consent of the Board.

7. Indemnification. The Consultant shall defend, indemnify, and hold harmless the City, the Board and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the City, the Board and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Consultant or its employees, agents, or volunteers.

8. Insurance.

The Consultant shall procure and keep in force the following required insurance coverages:

- A. Commercial General Liability Insurance at limits of not less than One Million Dollars (\$1,000,000) per occurrence for claims arising out of bodily injuries or death, and property damages, subject to a minimum limit of Three Million Dollars (\$3,000,000) aggregate. Such insurance shall include contractual liability insurance.

Business Automobile Liability at limits of not less than One Million Dollars (\$1,000,000) per occurrence for all claims arising out of bodily injuries or death and property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of this Agreement.

Workers' Compensation coverage as required by the State of Maryland, as well as any similar coverage required for this work by applicable Federal or "Other States" State Law.

- D. Consultant shall, at all times, maintain and keep in force Professional Liability, Errors and Omissions Insurance at a limit of not less than One Million Dollars (\$1,000,000.00) in the event the service delivered pursuant to this Agreement, either directly or indirectly, involves or requires professional services. "Professional Services" for the purpose of this Agreement shall mean any services provided by a licensed professional such as those provided by the Consultant.
- E. The City, the Board, and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers shall be covered, by endorsement, as additional insureds as respect to liability arising out of activities performed or to be performed by or on behalf of the Consultant in connection with this Agreement.
- F. The Consultant's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit brought.
- G. The Consultant's insurance coverage shall be primary. Any insurance and/or self-insured program maintained by the City or the Board and their respective elected/appointed, officials, employees, departments, agencies, agents and volunteers, shall not contribute with the Consultant's insurance or benefit the Consultant in any way.
- H. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the City and the Board. There will be an exception for non-payment of premium, which is ten (10) days notice of cancellation.

- I. Insurance is to be placed with insurers with a Best's rating of no less than A:VII, or, if not rated with Best's with minimum surpluses the equivalent of Bests' surplus size VII and must be licensed/approved to do business in the State of Maryland.
- J. The Consultant shall furnish the City and the Board's Director of Materials, a "Certificate of Insurance" with a copy of the additional insured endorsement as verification that coverage is in force. The City and the Board reserve the right to require complete copies of Insurance policies at any time.
- K. Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance as required may render this Agreement null and void; provided, however, that no act or omission of the City or the Board shall in any way limit modify or affect the obligations of Consultant under any provision of this Agreement.

9. Responsibility for payment of taxes. Consultant shall be responsible for all federal and/or state tax, and Social Security liability that may result from the performance of and compensation for these services. The Board assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of Consultant, its employees and/or others by reason of this Agreement. Consultant shall defend, indemnify and save harmless the Board, the City and the State of Maryland, (when any funds for this Agreement are provided by the State of Maryland or the Federal Government), their officials, officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from:

- A. Consultant's failure to pay any such compensation, wages, benefits, or taxes; and/or
- B. the supplying to Consultant of work, services, materials, or supplies in connection with or in support of the performance of this Agreement.

10. Criminal Background Check. It is the responsibility of Consultant to make certain that its employees, agents, volunteers, and contractors who may have contact with students are in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code. All costs therefore shall be borne by Consultant. Copies of all criminal background checks will be forwarded to the school system contract monitor. The Consultant shall comply with the Criminal Procedure Article of Annotated Code of Maryland Section 11-722 that states that a person who enters a contract with a county board of education or a nonpublic school may not knowingly

employ an individual to work at a school if the individual is a registered sex offender. The Consultant shall utilize the same screening services for criminal backgrounds as used by the Board in order that the Board can have consistency with all those individuals permitted to work in schools and with children. Therefore, the Consultant shall require that all employees providing services to students be screened via the Criminal Justice Information Service (CJIS) and NCIC.

11. Student's Education / Medical / Psychological Records / Consents. Consultant and its employees, agents, volunteers and contractors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Additionally, Consultant shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Consultant and the Board for the mutual disclosure of such records by and among the Board, Consultant and Consultant's employees, agents, volunteers and contractors.

12. Compliance with Laws. Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Agreement. Consultant's violation of any of these laws, statutes, ordinances, rules, or regulations constitutes a breach of this Agreement and entitles the Board to terminate this Agreement immediately upon delivery of written notice of termination to Consultant.

13. MBE/WBE Compliance. Consultant shall comply with the requirements of Article 5, Subtitle 28 et seq. of the Baltimore City Code, as amended from time to time, pertaining to Minority and Women's Business Enterprises. (MBE/WBE Requirements) The enforcement and interpretation of the MBE/WBE Requirements is vested in the Board. The Board may grant such exceptions and waivers of the MBE/WBE Requirements as it deems is in the best interest of the Baltimore City Public School System. Consultant's failure to comply fully with these requirements constitutes a breach of this Agreement, and entitles the Board, at its option, to

terminate this Agreement immediately upon delivery of written notice of termination to Consultant.

A CONSULTANT WHO FAILS TO COMPLY WITH ANY PROVISIONS PERTAINING TO THE ABOVE MBE/WBE REQUIREMENTS, INCLUDING BUT NOT LIMITED TO THE FAILURE TO PROVIDE REQUIRED PAPERWORK TO DEMONSTRATE COMPLIANCE WITH MBE/WBE REQUIREMENTS, IS SUBJECT TO ANY AND ALL OF THE FOLLOWING PENALTIES: (1) SUSPENSION OF CONTRACT; (2) WITHHOLDING OF FUNDS; (3) RESCISSION OF CONTRACT BASED ON MATERIAL BREACH; (4) REFUSAL TO ACCEPT A BID; (5) DISQUALIFICATION (DEBARMENT) OF A BIDDER, CONTRACTOR, OR OTHER BUSINESS FROM ELIGIBILITY FOR PROVIDING GOODS OR SERVICES TO THE BOARD FOR A PERIOD NOT TO EXCEED 2 YEARS; AND (6) PAYMENT OF LIQUIDATED DAMAGES.

THE FINAL PAYMENT FROM THE BOARD TO THE CONSULTANT IS CONTINGENT UPON COMPLIANCE WITH AND SUBMISSION OF THE REQUIRED PAPERWORK PERTAINING TO THE ABOVE MBE/WBE REQUIREMENTS.

14. Termination for Convenience. The Board or its designee shall have the right in its absolute discretion to terminate this Agreement for its convenience, in whole or in part, at any time and for any reason or for no reason, without incurring any liability, upon no less than ten (10) days prior written notice to Consultant. If the Board terminates this Agreement for its convenience, then Consultant shall have no other right to compensation or payment except for actual services rendered and actual expenses paid prior to the date of termination that have been approved by the Board's Monitor. Upon receipt of the notice and unless otherwise directed by the Monitor, Consultant

immediately shall stop performing services under this Agreement on the date and to the extent specified in the notice but shall complete performance of any services not terminated by the notice and shall take any other action directed in the notice or by the Monitor.

15. Professionals. In the event the services to be provided by Consultant must by law be provided by individuals who are licensed and/or certified, Consultant shall only assign individuals to provide services under this Agreement who are licensed and/or certified in accordance with the law. Additionally, Consultant shall only assign individuals who have been credentialed by the Consultant to provide the specific professional services required by this Agreement. All such individuals assigned by Consultant to provide services shall maintain their license and/or certification in good standing (not under review or subject to suspension, credentials current) during the entire term of this Agreement. Consultant shall, prior to providing services, submit documentation that the individuals assigned to provide services are properly credentialed and are licensed and/or certified to the Director of Materials, 200 E. North Avenue, Baltimore, Maryland 21202.

16. Performance Evaluation. The Board or its authorized agents or representatives may conduct an evaluation of the Consultant's performance under this Agreement. Consultant shall fully cooperate with the Board or its authorized agents or representatives and shall provide such information and documents as may be requested to conduct the performance evaluation.

17. Governing Law. This Agreement shall be construed by and governed under the laws of the State of Maryland.

18. Entire Agreement. This Agreement supersedes all prior oral and written proposals and communications between Consultant and the Board related to Consultant's services to be performed and validly executed Amendments are herein incorporated by reference to this Agreement. This Agreement may not be modified orally, and no modification or any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom enforcement of such modification or waiver is sought.

19. Waiver. No waiver of any breach of any provision of this Agreement shall operate as a waiver of such provision of this Agreement or as a waiver of subsequent or other breaches of the same or any other provision of this Agreement, nor shall any action or non-action by either party

be construed as a waiver of any provisions of this Agreement or of any breach thereof unless the same has been expressly declared or recognized as a waiver by such party in writing.

20. Termination for Default. If the Consultant fails to fulfill its obligation under this Agreement properly and on time, or otherwise violates any provision of the Agreement, the Board or its designee may terminate the Agreement by written notice to the Consultant. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Consultant shall, at the Board's option, become the Board's property. The Board shall pay the Consultant fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Consultant's breach. If the damages are more than the compensation payable to the Consultant, the Consultant will remain liable after termination and the Board can affirmatively collect damages.

21. Withholding Payment. In addition to any other available remedies, if, in the opinion of the Board, the Consultant fails to perform in accordance with the terms of the Agreement, the Procurement Officer or a department designee responsible for paying invoices may refuse or limit approval of any invoices for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Board determines that the Consultant has met the performance terms as established by the Agreement.

22. Late Submission of Invoices. The parties acknowledge and agree that the Consultant's invoices are to be submitted to the Board in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided to the Board. If invoices are submitted after one calendar year after the last date the Consultant's services have been rendered or the last date when goods and materials were accepted by the Board, then the Board shall have no obligation to pay for the stale invoices.

23. Recitals. The Recitals are incorporated herein by reference.

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.
25. Interpretation. The Agreement shall not be construed or interpreted for or against any party hereto because the party drafted or caused that party's legal representative to draft any of its provisions.
26. Contract Monitor. Communications for the purposes of billing, payment and submission of documentation required by this Agreement shall be between the Contract Monitors who are as follows:
27. Content of Agreement and Precedence. The following documents shall be incorporated Reference and made a part of this Agreement:
- RFP-08106
- Response to RFP-08106 dated
- The following documents are attached hereto and made a part of this Agreement:
- Attachment I: Scope of service
- Attachment II: Budget
- In the event of any conflict between the terms and conditions of any constituent parts of the Agreement as set forth above, the order of precedence shall be the following:
- This Agreement
- Attachments I and II
- RFP-08106

For the Board:

Name

Address

City, State, Zip Code

Phone Number

Fax Number

For Consultant:

Name

Address

City, State, Zip Code

Phone Number

Fax Number

Tax Identification Number

With a copy to:

Director of Materials Management
200 E. North Avenue, 4th Floor
Baltimore, Maryland 21202
(410) 396-8757

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement as of the day first written above.

BALTIMORE CITY BOARD
OF SCHOOL COMMISSIONERS

Witness

By: Andrés A. Alonso, Ed.D. (Seal)
Chief Executive Officer

CONSULTANT

Witness

(Seal)

By:

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY THIS_____, OF
_____, 2008.

APPROVAL OF THE
DIRECTOR OF MATERIALS
MANAGEMENT

Office of Legal Counsel

APPROVAL OF THE BALTIMORE CITY
BOARD OF SCHOOL COMMISSIONERS

Secretary: Andrés A. Alonso, Ed.D.

Date: _____

ATTACHMENT I
SCOPE OF SERVICES

ATTACHMENT II

BUDGET

Payment to Consultant is subject to compliance with the following requirements:

Consultant is only entitled to reimbursement for reasonable and actual expenses and travel costs which are incurred, in accordance with this Contract. Consultant will only be paid for services actually provided in accordance with this contract. In no event shall the total amount to be paid to Consultant exceed the total amount stated in this Budget.

Consultant must submit documentation, along with its invoice for payment, justifying all expenses and costs for which it is seeking reimbursement. Such documentation must also include the number of actual hours worked by its staff, the name of the staff person providing services and, a description of the services provided by each such member of its staff. Payment to consultant is conditioned upon submission of such documentation and the submission of any other documentation as may be requested by the Board or its representatives.

APPENDIX E

NON-COLLUSION CERTIFICATE
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)

I HEREBY CERTIFY that I am the _____ and the duly authorized representative of _____ whose address is _____ and

THAT NEITHER I nor, to the best of my knowledge, information, and belief, the above firm nor any of its other representatives I here represent:

(a) Have agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;

(b) Have 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 within bid or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

(SIGNATURE)

(DATE)

PRINTED OR TYPED NAME)

STATE OF _____, COUNTY/CITY OF _____, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 20____, before me, the subscriber, a Notary Public in and for the State, County/City, aforesaid, _____ personally appeared, and (s)he acknowledged that (s)he is _____, of _____, and as such, is authorized to execute this Document on its behalf and to bind it thereby, and that this Document is her/his free and voluntary act.

AS WITNESS my Hand and Notary Seal.

My commission expires: _____ Notary Public

APPENDIX F**DEBARMENT AFFIDAVIT**

_____, being first duly sworn deposes and says that he is an officer in the _____ and the party making a certain proposal or bid dated, _____, 20____, to the Board of School Commissioners for Baltimore City Public Schools:

I further affirm that: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

I further affirm that:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
- _____
- _____

Signature of: _____

X _____
Bidder, if the bidder is an individual

X _____
Partner, if the bidder is a partnership

X _____
Officer, if the bidder is a corporation

Subscribed and sworn before me this _____ day of _____, 20____.

X _____ Notary Public

My commission expires: _____

APPENDIX G

ANTI-BRIBERY AFFIDAVIT

_____, being first duly sworn deposes and says that he is an officer in the organization known as _____ and the party making a certain proposal or bid dated, _____ 20____, to the Board of School Commissioners for Baltimore City Public Schools:

I further confirm that: Neither I, nor to the best of my knowledge, information, and belief, the above business (as in defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland Law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court or administrative body, sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

Signature of:

x _____
Bidder, if the bidder is an individual

x _____
Partner, if the bidder is a partnership

x _____
Officer, if the bidder is a corporation

Subscribed and sworn before me this _____ day of _____, 20____.

x _____ Notary Public

My commission expires: _____

APPENDIX H**CERTIFICATE OF INSURANCE COVERAGE**

Contract: RFP-08106 Contract Title: Disaster Recovery

NAME OF CONTRACTOR: _____

ADDRESS: _____

NAME OF SURETY: (TYPE OR PRINT) _____

NAME OF AGENT: (TYPE OR PRINT) _____

AGENT'S PHONE NO. _____

The below signed hereby certifies that the following information is true and correct.

TYPE OF COVERAGE	MINIMUM REQUIRED LIMITS	POLICY OR BINDER NUMBER	ACTUAL LIMITS PROVIDED	EXPIRATION DATE
COMMERCIAL GENERAL LIABILITY \$1,000,000 OCC / \$3,000,000 AGG.		_____	_____	_____
BUSINESS AUTOMOBILE LIABILITY \$1,000,000 PER OCCURRENCE		_____	_____	_____

WORKMAN'S MARYLAND STATE MINIMUM COMPENSATION STATUTORY

() LIMITS ON ABOVE POLICY WILL BE INCREASED

() ABOVE POLICY NOW IN EFFECT

() POLICY WILL BE OBTAINED/ISSUED _____

The following additional clauses will be considered a part of the above policy(s), the same as if specifically written therein, as pertains to the above stated contract.

The Baltimore City Public School System and Board of Schools Commissioners are hereby named as Additional Insured.

The policy(s) cannot be reduced or cancelled without at least forty-five (45) days prior written notice to the Baltimore City Public School System.

The insurance company is prohibited from pleading government function in the absence of any specific written authority by the Baltimore City Public School System.

The policy(s) will be automatically included and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.

The Baltimore City Public School System is hereby granted authority to contact the agency directly to confirm information or obtain copies of certificates of insurance. The Baltimore City Public School System bears no responsibility for premiums or other cost of insurance. If policy(s) is not currently in effect, it will be written immediately upon notice of award, and a copy of binder or certificate will be sent directly to the Baltimore City Public School System. A properly executed copy of this document shall be legally binding as a Carrier Certificate of Insurance Form.

(AUTHORIZED AGENT'S SIGNATURE)_____
(DATE)

INSURANCE:

The successful bidder will be required to provide insurance coverage as shown in General Conditions of Bid and Contract, prior to beginning any work. This insurance coverage must be maintained throughout the life of the contract. PROOF THAT COVERAGE IS EITHER CURRENTLY IN PLACE OR WILL BE PROVIDED MUST BE SUBMITTED WITH THE BID. This can be done by one of the two following methods:

Complete form "CERTIFICATION OF INSURANCE COVERAGE" or

Submit a Certificate of Insurance on a form provided by your Insurance Agent. This form must include the following clauses:

The Baltimore City Public School System and Board of Schools Commissioners are hereby named as Additional Insured.

The policy(s) cannot be reduced or canceled without at least forty-five (45) days' prior written notice to the Baltimore City Public School System.

The insurance company is prohibited from pleading government function in the absence of any specified written authority from the Baltimore City Public School System.

The policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.

Regardless of the method used, the form MUST be totally complete, MUST show that all Limits of Insurance are or will be met, and MUST be signed by the Agent.

Failure to provide the required insurance coverage by either of the two (2) methods described above when the bid is submitted, may result in rejection of your bid as being non-responsive.

RFP-08106
Disaster Recovery

Company name _____

TO: BOARD OF SCHOOL COMMISSIONERS OF BALTIMORE CITY

Gentlemen:

We propose to provide a Disaster Recovery Solution to the Baltimore City Public School System in accordance with Special Terms and Conditions, General Terms and Conditions, Scope of Work, and other documents of this Request for Proposal.

Business Analysis _____

Design of Disaster Recovery Site _____

Build Out of Disaster Recovery Site* _____

Year One Operational Costs** _____

Year Two Operational Costs** _____

Year Three Operational Costs** _____

Total _____

* includes all equipment, software, training and documentation

**Maintenance and Support is included

Offeror must provide a proposed project plan with project milestones and payment milestones which will corroborate the cost items in the financial proposal. The total dollars for each cost item must tie into this proposed project plan milestones.

Yearly Maintenance, Support and Operational Costs (not used in RFP evaluation process)

Option Year 1 _____

Option Year 2 _____

Option Year 3 _____