

**BALTIMORE CITY PUBLIC SCHOOLS
200 EAST NORTH AVENUE
BALTIMORE, MD 21202**



**INVITATION FOR BIDS
LOCAL ACCESS TELECOMMUNICATIONS SERVICE
BCS-11025**

ISSUED BY:	Materials Management Office Baltimore City Public Schools 200 East North Avenue, Room 401 Baltimore, MD 21202 Attention: John Egerton
IFB NUMBER:	BCS-11025
RELEASE DATE:	Friday, October 15, 2010
PRE-BID MEETING:	Thursday, October 21, 2010 @ 10:00 am, Room 301
BID DUE DATE:	Thursday, November 18, 2010 @ 11:00am Room 401
BID OPENING:	Thursday, November 18, 2010 @ 12:00pm Room 301
DIRECT INQUIRIES TO:	John Egerton 443-984-3389 jegerton@bcps.k12.md.us

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PART I: SCOPE OF WORK

1.0 INTRODUCTION

The Baltimore City Public Schools (City Schools) is soliciting for a qualified contractor to provide local access telecommunications service.

2.0 BACKGROUND

City Schools serve 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. City Schools 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 City Schools is located at 200 East North Avenue, Baltimore, Maryland. Currently, City Schools has an E-Rate eligible contract for local access telecommunications service with Verizon.

3.0 SCOPE OF SERVICES

City Schools is seeking bids from Tier One telecommunications carriers for the following local access telecommunications service:

Service	Approximate Qty
Centrex Analog Line (including intercom and exchange access)	4000
Centrex 2B+D ISDN Line (including intercom and exchange access)	200
ISDN Primary Rate Access Facility	8
ISDN Primary Rate Interface Arrangement 23B+D	8
Centrex Intercom Capability per PRI	200
Calling Line ID	8
POTS	1000

The following standard features should be included in the Monthly Rate Per Line charge for Centrex lines: Authorization Codes, Automatic Line, Automatic Route Selection, Call Forward – All Calls, Call Forward – Busy, Call Forward – Don't Answer, Call Hold, Call Pickup, Call Transfer, Call Waiting, Caller ID – Internal, Cancel Call Waiting, Console Display, Consultation Hold, Direct Inward Dialing, Direct Outward Dialing, Directed Call Pickup, Distinctive Ringing, Dual-Tone Multi-frequency (DTMF), Fully Restrictive Service, Intercept to Common Announcements, Line Hunting, Loudspeaker Paging Access, Night Service, Speed Dialing – Group Long List, Speed Dialing – Individual Long List, Speed Dialing – Individual Short List, Station-to-Station Dialing, Three-Way Calling, Toll Restricted Service, and Uniform Call Distribution.

City Schools long distance service is provided under a separate contract, and is not part of the services being requested in this IFB. City Schools' Local Primary Interexchange Carrier (LPIC) is Verizon.

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 Schools 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.

2.0 TERM OF AGREEMENT

The term of this contract shall be for three years beginning July 1, 2011 and ending on June 30, 2014.

3.0 PRE-BID MEETING (NON-MANDATORY)

A pre-bid meeting is scheduled for Thursday, October 21, 2010 at 10:00 a.m. local time, 200 E. North Avenue, Baltimore, MD 21202, Room 301.

While attendance at the pre-bid meeting is not mandatory, the information presented is informative. All interested bidders are encouraged to attend in order to be better able to prepare an acceptable bid. Prospective attendees are requested to email John Egerton at jegerton@bcps.k12.md.us no later than Tuesday, October 19, 2010 to provide notice of the anticipated number of individuals who will attend.

4.0 QUESTIONS AND INQUIRIES

No interpretation of the meaning of the specifications or other documents will be made to any Bidder orally. Questions shall be submitted in writing to the Point of Contact (see Part II, 5.0). To be given consideration, the questions must be received at least three (3) business days prior to the date of the bid opening. Questions 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 Bid.

5.0 POINT OF CONTACT

John Egerton, Buyer
Baltimore City Public Schools
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/CITY SCHOOLS 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 products provided. Payment shall be in accordance with line item price on the purchase order and made within 30 days after the date on the invoice.

City Schools 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 INVITATION FOR BID (IFB) REVISIONS

Should it become necessary to revise any part of this IFB, addenda will be provided to all persons who are known by the Procurement Officer to have received the IFB. 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 City Schools e-Commerce website. Failure of any bidder to receive or acknowledge receipt of such addenda or interpretation shall not relieve any bidder from any obligations under this IFB as amended by all addenda. All addenda so issued shall become part of the award.

10.0 SUBMISSION DEADLINE

In order to be eligible for consideration, bids must be received at City Schools Office of Materials Management no later than **11:00 a.m. on Thursday, November 18, 2010, in Room 401**. Vendors mailing bids shall allow sufficient mail delivery time to ensure timely receipt by the Office of Materials Management. Any bid received after the submission deadline will be returned unopened. A public bid opening will be held on Thursday, November 18 in room 301 @12:00pm.

11.0 BID OPENING

City Schools shall receive sealed bids until bid due date indicated on the bid front cover sheet and Section II.10. At the time of the bid opening (as directed on the front cover

sheet and in Section II.10), the Director of Materials Management or designee shall open all bids received, read publicly, and record the responses. A copy of the bid tabulations will be made available upon request. City Schools shall then review all responses and analyze the results of the bidding process. A final recommendation(s) shall be prepared for review and approval by the Board. Upon acceptance and approval of the bid(s) by the Board, the Board may grant its approval subject to such conditions as it may deem appropriate. The awarded bidder will be required to sign a formal contract (Appendix C).

All bids shall be publicly opened at the City Schools Administrative Building, 200 East North Avenue, Baltimore, Maryland 21202 on the date specified on the bid cover. In the event of inclement weather on the due date of a bid and City Schools is closed, the bid will be due and opened on the next business day at the same time as specified in the bid or applicable addendum.

12.0 DURATION OF BID

A bid submitted in response to this solicitation is binding upon the bidder and is considered irrevocable for a minimum of 120 days following the closing date for receipt of initial bids.

13.0 MINORITY & WOMEN BUSINESS ENTERPRISE PROGRAM

A waiver has been granted for this solicitation.

14.0 E- COMMERCE

eMaryland Marketplace (<https://ebidmarketplace.com>) is the primary site for Baltimore City Public Schools to transmit solicitations over \$25,000. This website also serves to publish any addenda, associated materials, bidder/offeror questions and City Schools' responses, and other solicitation related information.

Notices of solicitations are also posted on our website www.baltimorecityschools.org, local newspapers, and in accordance with State Finance and Procurement Article 13-103 Competitive Sealed Bids, Article 13-104 Competitive Sealed Proposals, and Article 13-107 Sole Source Procurements.

The newly enacted eMaryland Marketplace law became effective on June 1, 2008 and requires units of State government, including those otherwise exempt from State procurement law, and all local government entities, to publish **notices** of procurement and procurement **awards** on the State's e-commerce website eMaryland Marketplace (eMM).

All bidders are required to register with eMaryland Marketplace, so that the award notice can be properly published.

15.0 INSURANCE

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

16.0 LIQUIDATED DAMAGES

Not Applicable

17.0 CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE

It is the responsibility of the Consultant to make certain that its employees, agents, volunteers, and contractors who have contact with students be fingerprinted and have a background check in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code.

A. Employees Having Direct Contact with Students:

Any and all current and future employees of Consultant who have direct contact with students must have a criminal background check and fingerprinting conducted by the Human Resources Department of the City Schools before beginning work in a City School. Previous background checks will not be accepted. The fee for the background check shall be paid by the Consultant by check or money order at the time the fingerprinting is performed. No employee can begin work in a City School until results have been received. Violation of this provision may result in Termination for Cause.

B. Employees Do Not Have Direct Contact With Students:

Employees of Consultant who will be placed in a City School but will not have direct contact with students must have on record a Criminal Justice Information Service (CJIS) and NCIC background checks. Copies of the background checks must be forwarded to the Contract Monitor before services can commence. Every two years the Consultant shall submit copies of background checks to the Contract Monitor. Should any employee be flagged during the term of this agreement, the Consultant shall contact the Contract Monitor within 24 hours of notification. Violation of this provision may result in Termination for Cause.

C. Employment of Child Sex Offenders:

The Consultant shall at all times be compliant 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 child sex offender. If a registered child sex offender is employed by the Consultant, the Consultant is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any City Schools property. Violation of this provision may result in Termination for Cause.

18.0 LIVING WAGE

Not Applicable

19.0 BONDING

All bids shall be accompanied by a bid bond in the amount of \$10,000 in the form of a certified check, treasurer's check, U.S. Postal Money Order, or a bid bond made payable to Baltimore City Public Schools. Failure to submit the bid bond, as required, will deem the bid non-responsive.

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

Non-performance by a successful bidder, 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 City Schools as liquidated damages, as required by the City Schools Administrative Regulations.

20.0 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 bidder, or incorporated in any acknowledgement of contract awarded to the successful bidder, 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 Schools.

21.0 BASIS OF AWARD

Contract(s) shall be awarded to the qualified, lowest responsible and responsive bidder offering the lowest bid price for the three (3) year contract term.

22.0 BALTIMORE CITY'S YOUTHWORKS PROGRAM

The City of Baltimore has promulgated an Executive Order regarding the Baltimore City YouthWorks program which is designed to assist youth between the ages of 14 and 21. All contractors, consultants, vendors etc. are encouraged to employ skilled and qualified Baltimore City youth between the ages of 14-21 who meet the job-ready status, as defined by the Baltimore City's Youth Works Program. There is no cost to the bidders but you are required to complete and submit the single page form located in Appendix J along with your bid submission. Failure to submit the information at the time requested may be cause to have your bid rejected.

PART III: BID SUBMISSION REQUIREMENTS

1.0 GENERAL FORMAT

- A. Bidders shall submit one (1) original and one (1) copy of the bid submission. An electronic version of the bid shall also be submitted with the original. Electronic media shall bear a label on the outside containing the solicitation.
- B. Each bid must include a table of contents and all pages must be numbered consecutively from beginning to end and separated by tabs as described below:

TAB A. TRANSMITTAL LETTER

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

- 1. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the bidder to the contract, who will receive all official notices concerning this IFB.
- 2. The bidder's Federal Tax Identification Number or Social Security Number.
- 3. The Offeror's Service Provider Identification Number (SPIN #) (see USAC website for information)
- 4. A brief statement of the bidder'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.
- 5. A statement that the proposal is a firm and irrevocable offer for a period of one-hundred twenty (120) days.
- 6. Acknowledgement of all Addenda to this IFB.
- 7. Any exceptions Offeror may have to any of the terms and conditions in the Professional Service Agreement along with a copy of any form or contract that City Schools may be requested to sign.

TAB B. TABLE OF CONTENTS

TAB C. EXPERIENCE AND CAPABILITIES

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

- 1. Summary of the services offered including the number of years the bidder provided these services; the number of clients and geographic locations the

bidder currently serves, etc. and has served; and if a past customer, why the bidder is no longer providing services;

2. Organizational chart of the bidder 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 and their work history that will perform work under this contract and include each individual's driver certifications.
4. At least three (3) references from its customers who are capable of documenting the following: a) the bidder's ability to manage similar contracts, b) the quality and breadth of services provided by the bidder under similar contracts (See Appendix B).

TAB D. FISCAL INTEGRITY/FINANCIAL STATEMENTS

1. The Bidder shall include in its bid, completed audited financial statements including the auditor's notes, for its last two fiscal years. If the bidder has not had its financial statements audited by an independent accounting firm, the bidder 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 working capital
2. Bidder shall identify any claims or lawsuits over the past five (5) years and provide information on any pending litigation. The failure to provide accurate information may be determined to be a material breach of any future agreement or contract with City Schools.

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

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

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

TAB H. CERTIFICATE OF INSURANCE (Appendix G)

TAB I. W9 signed

TAB J. BID PROPOSAL FORM (Appendix H)

TAB K. BALTIMORE CITY'S YOUTHWORKS FORM (Appendix J)

- a. Failure to provide the completed bid form shall render the bid non-responsive.**

PART IV: EVALUATION CRITERIA

1.0 EVALUATION CRITERIA

Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation for Bids. The amount of each bid, and such other relevant information as may be specified in the Invitation for Bid, together with the name of each bidder shall be recorded: the record and the amount of each bid shall be open to public inspection.

Bid shall be awarded to the qualified, lowest responsible and responsive bidder offering the lowest bid price for the three (3) year contract term.

Factors	Weight
Cost of E-Rate Ineligible Services	40%
Cost of E-Rate Eligible Services	60%

PART V: APPENDICES



**BALTIMORE CITY PUBLIC SCHOOLS
Materials Management Department**

APPENDIX A SPECIAL TERMS AND CONDITIONS FOR SEALED BIDS

**REQUIRING DIRECT DELIVERY OF RESPONSE TO DEPARTMENT OF MATERIALS
MANAGEMENT**

These Terms and Conditions shall apply unless otherwise noted in General Terms and Conditions attached to individual bid request.

1. INVITATION TO BID

- a. The Baltimore City Public Schools (City Schools) invites all interested and qualified vendors to submit sealed bids for the procurement of goods and services 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, "City Schools" will mean the Baltimore City Public Schools 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, "Bidder" will mean any reliable and interested broker, vendor, contractor, and/or manufacturer that wants to bid on this contract.

2. GENERAL BID REQUIREMENTS

- a. AUTHORIZED DEALERS: Only authorized dealers may bid on requested equipment. At the discretion of City Schools, a certificate, executed by the manufacturer, may be requested stating that the Bidder is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.
- b. INSPECTIONS: City Schools reserves the right to have inspectors on the premises of the manufacturer during the process of manufacture of any products being furnished under this bid for as long as may be considered necessary by City Schools. All expenses of the inspectors shall be borne by City Schools. The presence of the inspectors at the site of manufacture of the products shall not relieve the Award Bidder 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 City Schools, 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 bid opening. There are approximately 200 schools and offices in City Schools.

- d. **SINGLE PRICE:** The Bidder will not be allowed to offer more than one price on each item even though the Bidder may feel that it has two or more types or styles that will meet specifications. Bidder must determine which to offer. If said Bidder 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 City Schools. When an aggregate bid is requested, the unit prices for each item shall be identified in the bid response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid or a combination of items will be permitted except as noted in the General Terms and Conditions.
- 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 Award Bidder shall call the attention of the City Schools Director of Materials Management to such conflict for a decision before proceeding with any work.
- g. **USE OF BRAND NAMES:** Brand name and model numbers are offered as a reference for Bidders 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 City Schools. (Refer to General Conditions.)
- h. **PRODUCT OFFERED BY THE BIDDER:** The product offered by the Bidder 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 Bidder shall offer to City Schools 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 awarded Bidder 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 bidder, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to City Schools, which would provide sufficient data to enable City Schools to judge the bidder's compliance with the specifications.
- j. **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted

in detail by the Bidder, in writing, as an attachment to the bid response. The absence of a written list of specification deviations attached to the bid response will hold the Bidder strictly accountable to City Schools to the specification as written. Any deviation by the Award Bidder 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 City Schools. The Award Bidder 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 bid specifications and/or the Director of the City Schools Materials Management Department or his 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 City Schools, assign any of the monies payable under the contract.
- l. COOPERATIVE PURCHASING: The City Schools reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. City Schools does not assume any responsibility other than to obtain pricing for the specifications provided.

- m. E-COMMERCE: **Not Applicable** - City Schools has entered into an agreement with K12Buy, a third party provider of an e-commerce system through which all materials and supplies are ordered. The Awarded Vendor shall provide and maintain an electronic catalog of all applicable supplies and materials during the term of this contract. The Awarded Vendor shall complete an agreement with K12Buy and pay a fee of 1.5 percent of sales made via the K12Buy system.

3. BID 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 bid request. All

unit prices on items bid 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 bid, the unit price shall govern.

- b. **UNITS OF MEASURE:** Wherever City Schools indicates the unit of measure required for bidding purposes and the Bidder's price(s) is based on a different unit of measure than that indicated in the bid proposal, it shall be at the sole discretion of City Schools to determine whether the Bidder's price will be recalculated. City Schools will not accept any bids with bidder escalator clauses, unbalanced figures, or irregular features.
- c. **DELIVERY CHARGES:** All prices 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:** City Schools reserves the right to accept price reductions from the award Bidder during the term of this contract to occur no less than thirty (30) days after approval of the bid.
- f. **TAXES:** City Schools 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 City Schools 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 City Schools 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 the General Terms and Conditions.
- c. **PACKING:** All materials must be securely packed in accordance with accepted trade practices. City Schools 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.

- d. **SAFETY REQUIREMENTS:** The Award Vendor shall provide all equipment and machinery furnished and delivered to City Schools complying with the Safety regulations as required by the Occupational Safety and Health Administration (OSHA) and the Maryland State Safety Health Act known as MOSHA. The Vendor shall sign the safety section, if attached in the bid proposal, certifying the regulations for the type 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 Schools Director of Facilities, 200 E. North Avenue, Room 407, Baltimore, Maryland 21202.
- e. **LIQUIDATED DAMAGES:** In the event the Award Bidder fails to deliver the goods or services of the contract in accordance with the specifications, City Schools reserves the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of City Schools. All additional expenses incurred by City Schools as a result of such purchases will be deducted from the monies owed or monies that may become due the Vendor.

5. GUARANTEE AND WARRANTIES

- a. **GENERAL REQUIREMENTS:** Payment shall be based upon acceptance of goods or services by City Schools. 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 the Workplace Hazardous Materials Information System (WHMIS) legislation and maintain a written Hazard Communication Plan.
- b. Awarded 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.
- c. **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 Bid Request.
- d. **FURNITURE AND EQUIPMENT:** If, within the guaranteed period, any defects or signs of

deterioration are noted, which in the opinion of City Schools 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 City Schools. These repairs and/or replacements shall be made at such times as will be designated by City Schools to avoid any interruption to the instructional programs.

- e. 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.
- f. OTHER EQUIPMENT: Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to General Conditions for requirements on specific equipment.
- g. 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 Bidder subcontracts 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 Bidders must complete the MBE and WBE Bidder Information and Utilization Forms attached to the bid request and submit it as directed.
- d. MBE AND WBE PARTICIPATION REVIEW: The Director of Materials Management will deliver the bidder's completed MBE and WBE Bidder Information and Utilization Forms to the MBE/WBE Liaison to review on behalf of the Board to determine whether the firms listed by the interested Bidder are certified MBE/WBE firms, whether the percentage of MBE/WBE participation is in compliance, and whether the interested Bidder has attained the Board's MBE/WBE goals. The MBE/WBE Liaison will submit their findings and any recommendations to the Board for their review and approval. The Board may accept, reject, or modify any findings or recommendations of the M/WBE Liaison.
- 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 City Schools. 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 bidder, contractor or other business from eligibility for providing goods or services to the board for a period not to exceed 2 years; and/or payment of liquidated damages.

7. BONDING

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

8. BID SUBMISSION

- a. **KNOWLEDGE OF TERMS AND CONDITIONS:** Bidders, or their authorized representatives, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the Bidder's own risk and Bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of Bidders.
- b. **SUBMISSION:** Bids must be delivered to the Materials Management Office, 200 E. North Avenue, Room 401, Baltimore, Maryland 21202 as detailed in the General Terms and Conditions.
- c. **BIDDER ADDRESS:** Each bid must show the full business address, telephone number, and fax number of the Bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary.
- d. **PARTNERSHIPS:** Bids 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.
- e. **CORPORATIONS:** Bids 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 bid as agent shall file satisfactory evidence of authorization to do so.
- f. **CERTIFICATES AND AFFIDAVITS:** All Bidders shall be required to complete the certificates and/or affidavits that are incorporated into the proposal pages of this specification. Such documents are required by local, state, or federal funding agencies of City Schools 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.

- g. **SAMPLES, CATALOGS AND CATALOG CUTS:** Catalogue cuts and descriptive data shall be attached to the original copy of the bid, when indicated in the General Terms and Conditions attached to the bid request. When indicated in the General Terms and Conditions attached to the bid request, a properly tagged sample shall be submitted to the address specified in the General Terms and Conditions by each Bidder before the time of the bid opening. The tag on the sample shall indicate the item number, the name of the company submitting the sample, and the bid number. City Schools will not be responsible for any samples not picked up within 30 days of the notification of Bidders to do so. Samples may be retained by City Schools until Bidders are notified to remove them. Bidders agree that City Schools 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 bid.
- h. **SPECIAL SAMPLES WITH CERTIFIED APPROVAL:** Some successful Bidders 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 bid 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 bid
- i. **BID PREPARATION FEES:** City Schools will not be responsible for any costs incurred by a Bidder in preparing and submitting a proposal in response to a bid.
- j. **BID OPENINGS:** City Schools shall receive sealed bids until the date and time indicated on the bid cover sheet. At the time of the bid opening, the Director of Materials Management or designee shall open all bids received, read publicly, and record the responses. A copy of the bid tabulations will be made available upon request. City Schools shall then review all responses and analyze the results of the bidding process. A final recommendation(s) shall be prepared for review and approval by the Board. Upon acceptance and approval of the bid(s) by the Board, the Board may grant its approval subject to such conditions as it may deem appropriate. In some instances, the Award Bidder may be required to sign a formal contract. All bids shall be publicly opened at the City Schools Administrative Building, 200 East North Avenue, Baltimore, Maryland 21202 on the date specified on the bid cover sheet. In the event of inclement weather on the due date of a bid and City Schools is closed, the bid will be due and opened on the next business day at the same time as specified in the bid or applicable addendum.
- k. **BID EVALUATION:** While these specifications are intended to describe the principal features of the items bid, Bidders are notified that the proposed items will be evaluated for compliance with detailed specifications. The bid specifications shall vary with each individual bid issued, and the award shall be made in accordance with the General Terms and Conditions, which identify an individual line item, group bid or an aggregate basis. Bids shall be awarded to the lowest responsive and responsible Bidder with consideration given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Bidder, and the ability of the Bidder 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. City Schools will consider the Bidder's record and performance of any prior contracts with City

Schools, federal departments or agencies, or with other public bodies.

- l. TIE BIDS: In the event of tie bids, where all other factors such as past performance on purchases/contracts or Bidder's service or delivery record are considered comparable, the selection of the successful Vendor shall be made by the City Schools Director of Materials Management via a coin toss.
- m. BID AWARD: Bids will be awarded to the lowest responsive and responsible Bidder with consideration given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Bidder, and the ability of the Bidder to perform satisfactorily. The award may be subject to final review and approval by the Board. Upon acceptance and approval of the bid(s) by the Board, the Board may grant its approval subject to such conditions as it may deem appropriate. In such cases, a Purchase Order will not be issued until the award has been approved by the Board. In some instances, the Vendor may be required to sign a formal contract prior to the issuance of a Purchase Order.
- n. RIGHT TO PROTEST: Any actual bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the City Schools Director of Materials Management in accordance with the provisions of the City Schools Procurement Policies and Procedures visible on the City Schools web site (www.bcps.k12.md.us).
- o. CONTRACT TERM: The Bidder shall refer to the General Terms and Conditions attached to the bid for details regarding the Term of Contract for this bid.
- p. COMMENCEMENT OF SERVICES: City Schools shall have no obligation to pay for services performed before the Board approves the contract or after it ends. City Schools shall have no obligation to pay for services in excess of the monetary amount of the award. City Schools shall have no obligation to pay for services before a purchase order is issued.

9. ADDENDA

- a. INQUIRIES: No interpretation of the meaning of the specification or other documents will be made to any Bidder orally. To be given consideration, inquiries must be received at least five (5) days prior to the date of the bid opening. Unless otherwise specified in the General Terms and conditions, inquiries are to be sent in writing to City Schools, 200 East North Avenue, Materials Management Office, Room 401, Baltimore, MD 21202. "INQUIRY" and the Bid name and number must be noted on the envelope. Alternatively, inquiries may be faxed to (410) 545-6977 to the attention of the Director of Materials Management. Faxed inquiries must include "INQUIRY" and the Bid name and number on the cover sheet.
- b. ISSUANCE: Any changes to the bid specifications will be made through the appropriate addenda. Failure of any Bidder to receive such addenda or interpretation shall not relieve any Bidder from any obligations under this bid as amended by all addenda. All addenda so issued shall become part of the award.

10. ANNULMENTS AND RESERVATIONS

- a. RIGHT TO REJECT: The Board reserves the right to exercise its statutory option to reject

any or all bids and re-advertise for other bids. 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 City Schools 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 City Schools 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 City Schools 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, City Schools 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, City Schools 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 the City Schools Materials Management Department shall have the authority to debar a person or company for cause from consideration for award of contracts in accordance with the provisions of the City Schools Procurement Policies and Procedures visible on the City Schools web site

11. TERMINATION OF CONTRACT

- a. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:** City Schools may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Vendor. City Schools 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 City Schools. 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 not entitled to any costs incurred up to the date of termination. In the event of a default by the vendor, this Contract may be terminated.
- c. **TERMINATION FOR CONVENIENCE:** City Schools has the right to withdraw from the terms of the contract, without liability or showing cause, by providing ten (10) calendar days written notice to the Vendor. The Vendor shall be compensated for services rendered prior to the date of termination.

12. GOVERNING LAW

- a. The bid shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such bid 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 bid cannot 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 bid.

13. CONTRACT TERMS AND CONDITIONS

- a. **SUBMISSION OF INVOICES:** Supplier agrees to accept the line item price on the purchase order as final payment. City Schools reserves the right to short-pay any line item invoice price on the invoice that does not agree with the line item price shown on the purchase order. All invoices are to be submitted promptly showing Purchase Order number, and name and address of recipient and shall be mailed to Baltimore City Public Schools, 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.
- b. **INCORRECT INVOICES:** Invoices will be returned for correction unless they contain the following information: Item Numbers, Description of Item, Quantity, Unit Price extensions, and total. Each invoice shall reflect the City Schools Purchase Order Number, Ship to Location, and all the items on the invoice shall be listed in the same sequence as listed on the Purchase Order.
- c. **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made.
- d. **FREIGHT:** When transportation charges are billed to City Schools, a paid freight bill must accompany the invoice. Invoices received unaccompanied by such evidence will be paid only upon acceptance by City Schools. Cartage, package or boxing charges will not be allowed unless specifically so stated in this Purchase Order.
- e. **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 Vendor'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.
- f. **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 City Schools. 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 City Schools for the mutual disclosure of such records by and among the Vendor, City Schools and City Schools' employees, agents, volunteers and

contractors.

- b. 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 attorneys' 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.
- c. INSURANCE: 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 Management, 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.

- d. E-COMMERCE: **(Not Applicable)** City Schools has entered into an agreement with K12Buy.com to provide an e-Commerce system to City Schools. The Awarded Vendor will be required to provide and maintain an electronic catalog of all applicable contract goods and / or services as well as pay K12Buy.com a transaction charge of 1.5 percent on actual sales made via that system.
- e. NON-ASSIGNABILITY: This contract shall not be assigned, or services subcontracted in whole or in part without the written consent of the City Schools. Any attempt to do so without such written consent shall be null and void of no effect.
- f. 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.
- g. 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 City Schools and made available by the Vendor to the City Schools 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.
- h. 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 bids shall not be considered a part of this Contract.
- i. PROTECTION OF PROPERTY: Vendor will use reasonable care to avoid damaging existing buildings, equipment, and property at City Schools sites and all material furnished by City Schools. 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 City Schools 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.
- j. PUBLIC STATEMENTS: Vendor shall not use or reference the Name or Emblem of the Baltimore City Public Schools 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 City Schools, whose consent will not be unreasonably withheld. Purchase by the City Schools of any articles, material, merchandise, or service does not imply that the City Schools has either adopted or endorsed the product of service, and the use by any manufacturer, Vendor, merchant or other person of the name or emblem of the City Schools in any advertisement that they are furnishing products or services is not authorized. The unauthorized use of the name or emblem of the City Schools is prohibited by the United States Criminal Code - Section 706.

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:

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

THIS PROFESSIONAL SERVICE AGREEMENT ("Agreement") is made as of this day of , , (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 ("City Schools") 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 and, unless sooner terminated as provided in this Agreement or extended with the approval of the Board, will end on the earlier of or 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. Contract Documents. This Agreement, together with the Invitation For Bid (IFB) or Request for Proposal (RFP-) and the Response to IFB or RFP- constitute the Contract Documents. In the event of a conflict between the terms and

conditions of any of the Contract Documents, the controlling terms and conditions shall be, in this order, those of:

- A. This Agreement; then
- B. IFB or RFP- , including any attachments, exhibits, and addenda; then
- C. The Response.

4. 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 30 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 formerly the Procurement Office.**

5. 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. **(Applicable/Not Applicable: City Schools Buyer circle one).**

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.
(If the total amount of this agreement is under \$25,000.00, these insurance requirements do not apply).
 - A. The Consultant shall procure and keep in force the following required insurance coverage:
 1. 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.
 2. 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.

3. 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.
 4. 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, certified or otherwise documented professional.
- B. 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.
 - C. The Consultant's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit brought.
 - D. 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.
 - E. 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.
 - F. 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.
 - G. 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.
 - H. 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.

10. 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.
11. Criminal Background Check. It is the responsibility of the Consultant to make certain that its employees, agents, volunteers, and contractors who have contact with students be fingerprinted and have a background check in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code.
 - A. Employees Having Direct Contact with Students:

Any and all current and future employees of Consultant who have direct contact with students must have a criminal background check and fingerprinting conducted by the Human Resources Department of the City Schools before beginning work in a City School. Previous background checks will not be accepted. The fee for the background check shall be paid by the Consultant by check or money order at the time the fingerprinting is performed. No employee can begin work in a City School until results have been received. Violation of this provision may result in Termination for Cause.
 - B. Employees Do Not Have Direct Contact With Students:

Employees of Consultant who will be placed in a City School but will not have direct contact with students must have on record a Criminal Justice Information Service (CJIS) and NCIC background checks. Copies of the background checks must be forwarded to the Contract Monitor before services can commence. Every two years the Consultant shall submit copies of background checks to the

Contract Monitor. Should any employee be flagged during the term of this agreement, the Consultant shall contact the Contract Monitor within 24 hours of notification. Violation of this provision may result in Termination for Cause.

C. Employment of Child Sex Offenders:

The Consultant shall at all times be compliant 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 child sex offender. If a registered child sex offender is employed by the Consultant, the Consultant is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any City Schools property. Violation of this provision may result in Termination for Cause.

12. 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.
13. 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.
14. 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. (Applicable/Not Applicable: City Schools Buyer circle one).

15. 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 has been approved by the Board's Contract Monitor. Upon receipt of the notice and unless otherwise directed by the Board's Contract 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 Board's Contract Monitor.

16. 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.
17. 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.
18. Governing Law. This Agreement shall be construed by and governed under the laws of the State of Maryland.
19. 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.

20. 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.
21. 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.
22. 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.
23. 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.

24. Recitals. The Recitals are incorporated herein by reference.
25. 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.
26. 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.
27. Contract Monitor. Communications for the purposes of billing, payment and submission of documentation required by this Agreement shall be between the Board's Contract Monitor who is as follows:

For the Board:

Name

200 East North Avenue
Address

Baltimore, MD 21202
City, State, Zip Code

Phone Number

Fax Number

For the 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

THIS SECTION INTENTIONALLY LEFT BLANK

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

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

CONSULTANT

Witness

_____(Seal)
By:

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY THIS____, DAY OF
_____, 2010.

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 D

NON-COLLUSION CERTIFICATE
(TO BE SUBMITTED WITH BID)

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 E

DEBARMENT AFFIDAVIT
(TO BE SUBMITTED WITH BID)

_____, 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 F

ANTI-BRIBERY AFFIDAVIT
(TO BE SUBMITTED WITH BID)

_____, 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 G**CERTIFICATE OF INSURANCE COVERAGE**

Contract: BCS-11025

Contract Title: Local Access Telecommunications Service

CONTRACTOR NAME: _____

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 OCCURRENCEWORKMAN'S COMP
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.

INSURANCE (CONTINUED):

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.

(AUTHORIZED AGENT'S SIGNATURE)

(DATE)

APPENDIX H**BID PROPOSAL FORM**
(TO BE SUBMITTED WITH BID)**BID NUMBER: BCS-11025**
Local Access Telecommunications Service

Company name _____

Address _____

Phone number _____

TO: BOARD OF SCHOOL COMMISSIONERS OF BALTIMORE CITY

Gentlemen:

We propose to provide Local Access Telecommunications Service to the Baltimore City Public Schools in accordance with Scope of Work, General Terms and Conditions, and Special Terms and Conditions of BCS-11025.

Instructions:

Each vendor shall provide a fixed price for each cost item listed on the Bid Proposal Form. Failure to do so will result in the bid being non-responsive. This price will be fixed for the three (3) year contract term.

E-Rate Eligible Charges					
Service	Monthly Rate Per Line / Unit (A)	Approx. Qty (B)	One-Time Non-Recurring Charges (x Qty in B) (C)	Total Monthly Recurring Charges (MRC) D=(A*B)	Annual Recurring Cost (MRC x 12 months) E=(D*12)
Centrex Analog Line (including intercom and exchange access)		4000			
Centrex 2B+D ISDN Line (including intercom and exchange access)		200			
ISDN Primary Rate Access Facility		8			
ISDN Primary Rate Interface Arrangement 23B+D		8			
Centrex Intercom Capability per PRI		200			
Calling Line ID		8			
POTS		1000			
TOTAL		Eligible One-Time Charges		Eligible Annual Recurring Charges	

E-Rate Ineligible Charges					
Service	Monthly Rate Per Line / Unit (A)	Approx. Qty (B)	One-Time Non-Recurring Charges (x Qty in B) (C)	Total Monthly Recurring Charges (MRC) D=(A*B)	Annual Recurring Cost (MRC x 12 months) E=(D*12)
Centrex Analog Line (including intercom and exchange access)		4000			
Centrex 2B+D ISDN Line (including intercom and exchange access)		200			
ISDN Primary Rate Access Facility		8			
ISDN Primary Rate Interface Arrangement 23B+D		8			
Centrex Intercom Capability per PRI		200			
Calling Line ID		8			
POTS		1000			
TOTAL		Ineligible One-Time Charges		Ineligible Annual Recurring Charges	

The Approximate quantities listed above could migrate upward or downward over the course of the contract but the monthly rates must remain fixed.

1. Total E-Rate Eligible One-Time Non-Recurring Charges and 3 times the Annual Eligible Recurring Charges = _____
2. Total E-Rate Eligible Cost _____ x 0.6 (60% weight) = _____
3. Total E-Rate Ineligible One-Time Non-Recurring Charges and 3 times the Annual Ineligible Recurring Charges = _____
4. Total E-Rate Ineligible Cost _____ x 0.4 (40% weight) = _____
5. Total 2+4 (basis of award) _____

Vendors must complete all cost items on the Cost Proposal Sheets.

Signature _____ **Date** _____

To warrant consideration for an award of contract resulting from this Request for Proposal, vendors must agree to participation in the Universal Service Support Mechanism for Schools and Libraries (commonly known as “E-rate”) as provided for and authorized under the federal Telecommunications Act of 1996 (Reference 47 U.S.C. § 254, “Universal Service”). Vendors acknowledge that any contractual relationship resulting from this solicitation of proposals may be partially or entirely dependent upon the successful receipt of Universal Service Fund (“USF”) subsidies. To ensure compliance with all applicable USF regulations, program mandates and auditing requirements, vendors must comply with the following:

- **USF Knowledge**

Vendor shall have, at a minimum, a working knowledge of the federal Universal Service Support Mechanism for Schools and Libraries (commonly known as “E-rate”).

- **USF Registration**

Vendor shall submit with its proposal a valid Service Provider Identification Number (“SPIN”) and a valid Federal Communications Commission Registration Number (“FCCRN”).

- **USF Participation**

Vendor shall agree to participate in the E-rate Program and to cooperate fully and in all respects with the District, the Universal Service Administrative Company (“USAC”), and any agency or organization administering the E-rate Program to ensure that the District receives all of the E-rate funding for which it has applied and to which it is entitled in connection with Vendor’s services and/or products.

- **USF Documentation**

Vendor shall provide to District staff and/or the District’s E-rate consultant within a commercially reasonable period of time, all of the information and documentation that the Vendor has or that Vendor reasonably can acquire that the District may need to prepare its E-rate applications and/or to document transactions eligible for E-rate support.

- **Invoicing Procedures**

Vendor shall itemize, price, and invoice separately any materials or services that are ineligible for E-rate funding. Vendor must include the following information on all invoices to the District for E-rate eligible equipment and/or services:

- Date of invoice
- Date(s) of service
- Funding Request Number (“FRN”)

- Vendor's signature on invoice attesting to the accuracy and completeness of all charges
- Detailed description of services performed and materials supplied that matches District's contract specifications, Form 470 and Form 471 descriptions of same
- Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the District (non-discounted amount of eligible charges)
- Invoice on Vendor's letterhead or on a Vendor-generated form
- District's Billed Entity Number
- District's Federal Communications Commission Registration Number
- Proper E-rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter ("FCDL")

- **USF Discounted Invoicing and Reimbursement Processes**

Vendor shall, at the District's request, either (a) invoice the District only for the non-discounted amounts due on E-rate-approved transactions and simultaneously invoice the Universal Service Administrative Company ("USAC") for the balance [Discounted Invoice Process] or (b) remit to the District within twenty days of receipt the reimbursement payments it receives from USAC or any other third-party payor for the discounted portions of E-rate-approved transactions involving the District [Reimbursement or "BEAR" Process].

- **Discounted Invoice Process**

- Invoicing Within fourteen (14) days from the date that Vendor delivers to the District, E-rate approved materials or services, when delivery of such services triggers a payment obligation under Vendor's contract with the District, Vendor must invoice the District for its share of the pre-discount cost of those materials or services.
- Timely Filing Vendor shall be solely responsible for timely filing invoices with USAC. Accordingly, Vendor understands and agrees that District will NOT be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing.
- Invoice Rejection Vendor understands and agrees that District shall not be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits to USAC for payment if Vendor is at fault for USAC's refusal to pay; if the District is at fault, the District shall not be liable to Vendor and Vendor shall have no recourse against the District for the amount at issue until both the District and the Vendor have exhausted their administrative remedies of appeal to USAC and/or the FCC.
- District Approval Vendor shall submit to the District for its review and approval before submitting it to USAC for payment a copy of every invoice that Vendor intends to submit for services that it has provided or, in appropriate circumstances, will be providing to the District. The District shall not unreasonably delay or withhold approval of Vendor's USAC invoices. As Vendor is solely responsible for timely filing invoices with USAC, it understands that it must submit invoices to the District sufficiently in advance of any USAC filing deadline to ensure that there will be adequate time remaining for it to meet the USAC filing deadline after the District has had a reasonable opportunity to review and approve them.

- **Reimbursement Process**

- Twenty Days Vendor understands that E-rate Program rules require it to remit a reimbursement payment to the District within twenty (20) days of receiving it from USAC.
- Liquidated Damages Vendor further understands that it may not withhold a reimbursement payment from or refuse to remit such a payment to the District for any reason. Moreover, Vendor understands and agrees that its failure to make a reimbursement payment to the District in a timely manner will adversely affect the District's operations, but that the resulting damages will be impossible to ascertain with any degree of certainty. Vendor therefore agrees that if it fails to remit to the District a reimbursement payment within forty-five (45) days after receiving it from USAC, Vendor will pay to the District as liquidated damages a total of \$500 per day for each day that lapses without payment after the 45th day.

- **Delayed USF Funding Commitment**

Vendor understands that, due to circumstances beyond the District's control, the District may not receive an E-rate funding commitment by the beginning of the E-rate funding year, July 1, for the services it intends to purchase from Vendor during that funding year.

- Retroactive Invoicing When E-rate funding is approved, Vendor shall invoice USAC for the discounted amount the District is owed retroactive to July 1st of the funding year or to whenever approved service to the District began, whichever date is later.

- **USF Audit and Document Retention Requirement**

Vendor shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Vendor's services to the District. All such records shall be retained for five (5) years following completion of services and shall be subject to inspection and audit by the District. Vendor shall include in all subcontractor agreements for services, provisions requiring subcontractors to maintain the same records and allowing the District the same right to inspect and audit those records as set forth herein.

In addition to the foregoing, Vendor will create, implement and enforce an internal E-rate audit process that ensures that Vendor complies with all E-rate program rules and regulations. This process must include the following:

- Separating ineligible project management and other professional services costs, if any, from other charges
- Where labor is involved, maintaining detailed, signed individual timesheets
- Ensuring that ineligible charges are not submitted to USAC
- Invoicing to USAC that is consistent with the contract and the District's 470 and 471
- Ensuring that services or products are not provided to the District without District's express written permission or official purchase authorization
- Ensuring that District-approved substitute services or products are prominently noted on invoices submitted to USAC and the District
- Where applicable, non-recurring services provided prior to September 30th and recurring services provided prior to June 30th
- Supporting documentation sufficient to evidence that what was approved per the FCDL and

provided to the District, was actually provided to the District and when

- If E-rate eligible services and/or installation or equipment costs are included as part of a larger contract or service/equipment billing, support for the allocation of E-rate eligible amounts and reconciliation of that total to the total amount billed
- If E-rate eligible services or equipment are allocated to multiple sites, support for the allocation consistent with the amount and locations identified in the Form 471
- Documenting that E-rate funded services were provided within the allowable contract period and program year
- Charging proper FRN(s)
- Ensuring that invoices and USAC forms are submitted to the District in a timely manner
- Ensuring that USAC forms are filled out completely, accurately and on time
- Ensuring that Forms 472 are signed/dated by vendor's representative in a timely manner
- Maintaining fixed asset list of E-rate-supported equipment provided to the District with detailed information for each item (model number, serial number, product description) and made available to the District in electronic format

- **Contract Term Modification**

The District will reserve the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E-rate "program year" or an extended service end date for an E-rate program year pursuant to a "service delivery deadline extension," as those terms are defined by the Federal Communications Commission ("FCC") and/or the Universal Service Administrative Company ("USAC").

APPENDIX J

BALTIMORE CITY'S YOUTHWORKS

TO: Mayors Office of Employment Development ("MOED")

FROM: _____
(Legal name of Bidder)

Pursuant to Executive Order, the aforesaid bidder hereby presents MOED with the following information to assist its outreach for the Baltimore City YouthWorks Program:

Contact Person: _____

Address: _____

Telephone Number: _____

Facsimile Number: _____

E-mail address: _____