

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

GREAT KIDS GREAT SCHOOLS

REQUEST FOR PROPOSALS
THIRD PARTY BILLING SERVICES
RFP-10059

ISSUED BY: Materials Management Office
Baltimore City Public Schools
200 East North Avenue, Room 401
Baltimore, MD 21202
Attention: Lonnie McKenziey

RFP NUMBER: RFP-10059

RELEASE DATE: Friday, April 9, 2010

**PRE-PROPOSAL
MEETING:** Thursday, April 22, 2010
10:00 a.m. local time, Room 301

PROPOSAL DUE DATE: Friday, April 30, 2010 @ 11:00am
Room 401

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PART I: SCOPE OF WORK

1.0 INTRODUCTION

The intent of this Request for Proposal (RFP) is to evaluate the possibility of outsourcing a portion of the work currently performed by the Office of Third Party Billing. This RFP solicits a comprehensive solution from qualified vendors to provide revenue recovery services, pursuant to correct and efficient participation in the Maryland Medicaid School Program, recovering allowable costs for the delivery of medically necessary services from qualified district staff and contract providers to Medicaid-eligible students.

- The selected vendor should have extensive experience in preparing, processing, and obtaining reimbursement from a state Medicaid agency for all fee-for-service claims for health services provided to students by education agencies.
- The vendor must understand and comply in full with federal and state regulations while providing outstanding customer support.
- The vendor must conduct a sweep of all system databases, maintain all necessary internal controls for accuracy, provide continuous management reporting, assist with system training, assist with federal and state audits and reviews, as necessary, and adapt to a dynamic federal and state policy/regulatory environment.

The awarded vendor must indemnify City Schools against any penalties arising from an error in billing attributed to the vendor's operations and not to source data arising from City Schools' staff. The school system must be made whole against any financial disallowances from such errors, including any extrapolation of disallowance.

2.0 BACKGROUND

Baltimore City Public Schools (City Schools) 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 in Baltimore, Maryland, 21202. The student population of City Schools is approximately 83,000 students, of which 14,000 are special needs students attending over 200 different schools including nonpublic, private, and parochial schools.

City Schools has participated in the Medicaid School Program since the program's inception in Maryland. In Maryland, it is a legislative mandate to pursue all available federal monies to support education and student health funding, including Medicaid cost recovery. Maryland's Medicaid School Program is entirely fee-for-service, including a targeted case management component, which includes a once-in-a-lifetime initial eligibility determination meeting, up to three (3) Individual Education Plan (IEP) meetings per year, and/or monthly ongoing service coordination. Only one case management activity is allowed per month. Direct services are allowable only as prescribed by the IEP plan of care.

Effective in 2010, Maryland's billing structure is as follows:

Procedure Code and Description	Qualified Provider	Unit of Service	Rate Per Unit	Maximum Units of Service
90801 Psychiatric Diagnostic Interview	Licensed Psychiatrist	1	\$146.63	
90804 Individual psychotherapy	Licensed Psychiatrist, Licensed Psychologist, Licensed Certified Social Worker-Clinical, Licensed Professional Counselor, Licensed Nurse Psychotherapist	20-30 min.	\$38.36	One per day. Cannot bill 90806 or 90808 on the same day.
90806 Individual psychotherapy	Licensed Psychiatrist, Licensed Psychologist, Licensed Certified Social Worker-Clinical, Licensed Professional Counselor, Licensed Nurse Psychotherapist	45-50 min.	\$70.23	One per day. Cannot bill 90804 or 90808 on the same day.
90808 Individual psychotherapy	Licensed Psychiatrist, Licensed Psychologist, Licensed Certified Social Worker-Clinical, Licensed Professional Counselor, Licensed Nurse Psychotherapist	75-80 min.	\$97.83	One per day. Cannot bill 90804 or 90806 on the same day.
90847 Family psychotherapy	Licensed Psychiatrist, Licensed Psychologist, Licensed Certified Social Worker-Clinical, Licensed Professional Counselor, Licensed Nurse Psychotherapist	1	\$73.87	May be billed on the same day as 90804, 90806, OR 90808.
90853 Group psychotherapy	Licensed Psychiatrist, Licensed Psychologist, Licensed Certified Social Worker-Clinical, Licensed Professional Counselor, Licensed Nurse Psychotherapist	1	\$23.93	May be billed on the same day as 90804, 90806, OR 90808.

Procedure Code and Description	Qualified Provider	Unit of Service	Rate Per Unit	Maximum Units of Service
92506 Speech evaluation	Licensed Speech Pathologist	1	\$154.17	Maximum Units: One time per 12 months
92507 Individual speech therapy	Licensed Speech Pathologist or Licensed Speech Pathology Assistant	1	\$63.99	One time per day. Cannot bill 92508 on the same day
92508 Group speech therapy	Licensed Speech Pathologist or Licensed Speech Pathology Assistant	1	\$30.47	One time per day. Cannot bill 92507 on the same day
92557 Comprehensive audiology evaluation	Licensed Audiologist	1	\$46.80	
96101 Psychological testing	Licensed Psychologist	1	\$95.72	Two times per 12 months
96152 Behavior intervention	Therapeutic Behavior Aide	15 min	\$5.34	
97001 Physical therapy evaluation	Licensed Physical Therapist	1	\$72.06	One time per 12 months
97002 Physical therapy re-evaluation	Licensed Physical Therapist	1	\$28.36	Cannot bill same day as billing for 97001 or 97110
97110 Physical therapy service	Licensed Physical Therapist or Licensed Physical Therapy Assistant	15 min	\$29.03	4 units per day. Cannot bill same day as billing for 97001 or 97002
97003 Occupational therapy evaluation	Licensed Occupational Therapist	1	\$76.65	One time per 12 months

Procedure Code and Description	Qualified Provider	Unit of Service	Rate Per Unit	Maximum Units of Service
97004 Occupational therapy re-evaluation	Licensed Occupational Therapist	1	\$36.17	Cannot bill same day as billing for 97003 or 97530
97150 Group occupational therapy service	Licensed Occupational Therapist or Licensed Occupational Therapy Assistant	1	\$13.16	One time per day
97530 Occupational therapy service	Licensed Occupational Therapist or Licensed Occupational Therapy Assistant	15 min.	\$30.56	4 units per day Cannot bill same day as billing for 97003 or 97004
T1000 Nursing services	RN or LPN	15 min	\$7.91	6 units per day
97802 Nutrition assessment and intervention	Licensed Nutritionist	15 min	\$30.03	Once per year
97803 Nutrition re-assessment and intervention	Licensed Nutritionist	15 min	\$26.35	2 units per day. Cannot bill same day as billing for 97802
T1023-TG Initial IEP or IFSP	Qualified service coordinator per COMAR 10.09.52	1	\$500.00	Once per lifetime age 0-2. Once per lifetime age 3-20.
T1023 Periodic IEP or IFSP Review	Qualified service coordinator per COMAR 10.09.52	1	\$275.00	3 per year
T2022 On-going Service Coordination	Qualified service coordinator per COMAR 10.09.52	1	\$150.00	Once per month. Cannot bill same month as billing for T1023 or T1023-TG.

Since 1995, City Schools has operated an independent Third Party Billing (TPB) office as a direct report to the Chief Financial Officer. TPB developed its own forms, ran its own application (developed in mainframe SAS®), submitted claims directly to the lead state Medicaid agency – Department of Health and Mental Hygiene (DHMH) – and received and analyzed the adjudication. Moreover, TPB mined encounter and recovery data to maximize revenue and to provide management reports to Special Education.

At present, City Schools participates in the Maryland Online IEP, which is the database of record for the service delivery model. Ninety-five percent (95%) of all Related Services are reported via Encounter Tracker. Teacher-generated narrative notes supporting ongoing service coordination are captured on paper. TPB maintains a directory of Medical Assistance data and participates in a data exchange with DHMH and the Maryland Department of Human Resources (DHR) four (4) times per year to secure the most complete and accurate representation of Medical Assistance eligibility.

City Schools' computing environment utilizes a mixture of mainframe, client/server and web-based technologies for delivery of information services. The student information management system resides on Windows-based servers while the human resources management system and financial management system reside on Sun Solaris-based Oracle servers. These servers are accessible to users over the LAN/WAN system. An IBM mainframe is currently running OS390 to support several legacy systems, which are in the process of being phased out. This includes Third Party Billing, which is the primary user of the mainframe. VERIZON T-1 and T-3 lines and Cisco and Alcatel hardware support City Schools' wide-area network connectivity. Centralized WAN management is provided by the Telecommunication service provider, and the LAN is monitored by City Schools' staff.

Applications/Systems in Current Use

System Description	Vendor/Product
Student Information System	Pearson School Systems/SASlxp *
Financial System	Oracle/Financial Management System (FMS)
Human Resources System	Oracle/Human Resources Management Systems (HRMS)
Integrated table of SASI/SETS, and pieces of HRMS (SMS)	Operational Data System (ODS)
Transportation - Bus Routing & Fleet Management	Trapeze Software/Trapeze
Transportation – Requests	Internally developed / eTR
Transportation – MTA Ticket Distribution	Internally developed / MTA

Operating Systems in Current Use:

- Windows NT/2000/2000 Advance Server/XP/2003
- Mac OSX
- OS390
- Sun Solaris
- Terminal server
- Linux (RedHat and SuSe)

Current Database Management Systems:

- Oracle 7, 8/8i, and 9 Databases
- SQL Server 7 and 2000 Databases
- Access Databases

Tools in Current Use:

- Citrix
- Dameware Network Management and SMS tools
- HEAT (Technology Help Desk software)
- Cisco IP Telephony solutions
- Oracle Developer 2000 application system development
- Oracle Discoverer
- TOAD (Toad for Oracle Application Developers)
- Crystal Reports development
- Symantec Corporate Anti-Virus
- Computer Associates Corporate Spyware
- Microsoft Office (97, 2000, XP/2003)

Enterprise Licensing of Software

City Schools currently maintains enterprise licensing agreements for the following software: Microsoft Windows Professional, Microsoft Office Professional, Symantec Corporate Anti-Virus, and Symantec Ghost. License keys will be provided to the vendor on an as-needed basis. All vendors' quotes provided should include licensing costs. City Schools currently utilizes Windows NT Domain architecture. Each facility is configured with a local DHCP (Dynamic Host Configuration Protocol) server, which provides unique IP Addresses for those workstations and/or laptops connecting to the greater City Schools network. City Schools envisions moving to Active Directory architecture during the life of the contract with the Vendor.

3.0 SCOPE OF SERVICES

The general scope of work shall consist of developing, installing, operating, and maintaining a customized and automated web-based billing system to capture the provision of medically-necessary and targeted case management services provided to Medicaid-eligible students, pursuant to IEP. The system must be able to sweep all City Schools data systems to construct a claim acceptable to Medicaid that is in agreement with the IEP-prescribed plan of care, confirms the appropriate licensure of the service provider, and ensures the adequacy of the narrative clinical note. This system must:

- be able to accept electronic files through a secure, web-based submission method, for both submission of claim data or checking student Medicaid eligibility
- reference internal City Schools databases to obtain:
 - provider licensure information;
 - individual student IEP configurations;
 - service delivery model specifications;
 - school calendars; and
 - other information necessary for billing as required.

- ensure correct configuration of a claim as specified by individual student IEPs and Medicaid regulations
- document service encounters that are submitted via paper forms, and provide data entry services for data submitted via paper forms
- provide data validation to reduce errors
- prevent redundant data entry
- configure claims in the appropriate fashion for submission to the Maryland lead-Medicaid agency
- receive the billing adjudication
- analyze the "explanation of benefits"
- track recovery and provide weekly financial reports
- uses common web browsers on both Windows and Macintosh platforms
- is secured via 128-bit Secure Sockets Layer (SSL) encryption
- include multiple security levels to isolate functionality
- include online help or user guides
- produce data files and reports for providers, supervisors, and administrators to identify missed billing opportunities (This data is currently available via Principal's Dashboard.)
- conduct periodic reiterative billing in an effort to recovery from previously denied claims given evidence the claim has become eligible
- be able to archive data for six years
- provide access to archived (non-converted) historical data for reporting and auditing purposes

The vendor should also:

- stay abreast of changing Medicaid regulations and policies on both the state and national level
- provide assistance with staff training
- offer a service hot line
- provide audit assistance and onsite Technical Assistance Reviews to help ensure the district is compliant with program regulations and maintains proper documentation.

A. System Objectives

- **Comprehensiveness:** The system must be able to sweep all relevant system databases to ensure timely, accurate, and efficient Medicaid cost recovery. The system must allow City Schools to report on all service delivery and cost recovery data it collects.
- **Flexibility:** The system must provide the consistent ability to add new data elements, data constraint rules, and reports in order to address new questions as they arise. The system must also accommodate changes in data sources as the district upgrades, replaces, and adds systems. The system must be responsive to changes in policy at the federal, state, and local level.
- **Improved Efficiency:** Reduce the amount of manual work not supported by the software solution. It is desirable to improve management of files, error checking, data searches, single and global data modifications, and automation of transmittal processes.
- **Ease of compliance updates:** Ability to respond quickly to changing regulations on State and Federal levels. This drives the need to update and change billing costs and formularies in compliance with Medicaid regulations. The solution must have a

robust interface allowing easy update and manipulation of formulates and stored data to allow for accurate billing of services.

- Institutional Knowledge: The solution must provide an efficient and economical solution, reducing operating recovery costs significantly below what the System presently spends.
- Customer comfort zone: Due to the need to maintain productivity with time sensitive data, it is important to provide a solution that keeps the daily user within a comfort zone to prevent loss of productivity.
- Scalability for growth: The provided solution must accommodate large volumes of records, while meeting the retention requirements for federal, state, and agency audits. The solution should allow growth with respect to the needs of Third Party Billing.
- Longevity of the solution: Applies to the ability of the solution to handle platform, database, or other upgrades in a seamless manner to avoid the need for re-coding and revising data structures.

B. Required Functions and Features

1. Data Storage:

- The system stores data about students, including but not limited to demographics, Medicaid-eligibility, IEP configuration, service history, and transportation.
- The system is capable of storing a minimum of 7 years of data and ultimately 17 years of data for over 83,000 students. Vendors should discuss any limits on system storage capacity.
- The system stores data about providers including but not limited to demographics, degrees, certifications, district employment history, and service delivery history.
- The system stores data in other subject areas including but not limited to finance, special education, and transportation.

2. Reporting and Analysis

Reports are easy to access in the system, requiring only a "few clicks" to navigate, select, and print a report. The reports have descriptive names in the system so that it is easy for users to locate the report they want. Also, provide non-print/eco-friendly options.

- The system provides read-only access to data for analysis, decision support, and reporting.
- The system provides a range of standard reports including but not limited to claims submitted, adjudication, federal payments, percentage of claims approved for payment, number of transactions (services) billed, and number of students billed.

The system can generate at minimum the following types of reports:

- Claims submitted
- Adjustments
- Correct receipt of adjudication
- Federal payments
- Percentage of claims approved for payment
- Number of transactions (number of services billed)
- Number of students billed

- Services known to MD Online IEP which have not proceeded to billing
- Services known to Encounter Tracker which have not proceeded to billing
- Services rejected by the billing programs due to logical errors, e.g., incongruent with the school calendar, for system review

C. Implementation and Support Services

1. Project Management

- The award vendor will provide project management methodology to ensure the accurate and expeditious implementation of the proposed solution.
- Offerors shall identify the individual who will be assigned as the Project Manager for the implementation of the proposed solution at City Schools. Describe the Project Manager's qualifications to manage this project for a district of City Schools' size and complexity.
- The award vendor will describe the status reporting that will be provided. City Schools' expectations are that during the period of the contract, the Vendor will communicate the project's status to City Schools Project Manager at regular intervals through project status meetings where progress toward major milestones and deliverables, as defined in the baseline project plan, will be reviewed. In addition, these meetings will address any changes to the project plan with an assessment of the impact of such changes and recommendations for mitigating the effects of such changes. Agendas will be prepared by the vendor's Project Manager and provided to City Schools' Project Manager, or designee, in sufficient time to allow for distribution of approved agendas two business days prior to the meetings. Issues, concerns, action items and next steps will be jointly agreed among the Offeror, the City Schools' Project Manager and City Schools' stakeholders.
- Vendor shall have a contract change management process that will be used to control and track project changes.
- Vendor shall have a risk management methodology that will be used to identify, assess, and mitigate project risks. Identify the key risks to this project based on the vendor's experience with projects of this size and complexity and how these risks will be managed.
- Vendor shall describe the process that will be implemented to obtain City Schools' approval and signoff on project deliverables,
- Vendor shall describe how the project will be configured once fully implemented: how much external staff will be required and what internal staff will be required.

2. Configuration and Customization

- Vendor shall have an approach that will be used to configure and/or customize the proposed solution to meet City Schools' requirements. Describe the typical timeframes required to complete configuration /customization including the variables that may impact the time to develop customizations if required. Include any assumptions based on the past experience and explain the basis for those assumptions.
- Vendor shall describe its approach to loading student, IEP, and provider information into the system. Address the specific data elements that are required

by the system and what optional data may be loaded. Also describe the process for updating that information including how frequently the data can be updated.

3. Training

- The award vendor will provide program training to include:
 - Initial and follow-up onsite trainings to approximately seven (7) education agency staff, conducted at least annually
 - All required training materials, including:
 - i. Paper forms for each specialty, or instruction on using a web-based data capture tool;
 - ii. Claiming procedures manual;
 - iii. Information on performing a self-audit of program compliance.
- The award vendor will provide customer service support to include:
 - Telephone support via a toll-free number during normal business hours
 - Email support
 - Web-based trainings (possibly recorded for on-demand viewing or availability via CD/DVD)

4. Acceptance Testing

- The successful Vendor will perform acceptance testing throughout the implementation phase of the project. Testing windows will be included in the project plan and will include anticipated test functionality and performance testing. City Schools will work collaboratively with the vendor to refine the testing timeline and functional requirements.
- The successful Vendor will demonstrate, through the testing process, that the proposed product/solution works as required and meets all of the functional requirements.
- Results of the acceptance testing will be documented and reported to the City Schools Project Manager during the course of the implementation.
- The award vendor will propose an approach to Acceptance Testing. Specifically, address what City Schools resources may be required to accomplish this testing, including the number and skill sets of personnel and estimated level of effort.

5. Maintenance and Support

- The proposed services will include maintenance support capabilities to cover normal business hours of operation, as well as limited weekend service for providers. Support must be available through a toll-free or local access phone line and an online support request system. This support service will provide same-day response to questions and provide City Schools with a single point of contact for all system-related issues. The vendor will also provide an online support knowledge base that is accessible by designated City Schools technical support personnel to assist in diagnosing and resolving support issues.
- Vendors shall describe their support structure, their ability to provide the level of support required by City Schools, and identify the support team members and

their responsibilities. Vendors should also provide proof of prior support performance.

- Specifically define the escalation procedures for service interruptions, including:
 - Definition of "Major Outage."
 - Guaranteed response times for repair.
 - Capabilities and responsibilities.
 - List of Names/Positions with associated contact information for escalation of situations.
- City Schools expects an extended maintenance agreement including support for the three-year contract period. This agreement will cover any customizations developed as part of the proposed solution, any existing product, and any integration with third-party products.

D. Technical Specifications

The award vendor will describe the proposed solution, identifying how the proposed solution meets the requirements of the following sections.

1. System Architecture

- Describe the technical architecture of the proposed system, including the architectural model used (e.g., Web-Based, Client Server, etc). Also specify the required client software, network protocol(s), and network bandwidth recommendations for the system.
- Specify whether the system is vendor hosted or district hosted, and provide a flow chart illustrating the system operating model. Also specify the operating system(s) and database management system(s) used by the proposed solution.

2. Documentation

- Prior to initial implementation, the vendor must provide City Schools with three (3) copies of the most current version of all documentation supporting the software. This documentation will provide all information needed for use, management, and operation of the products associated with the proposed solution. When deemed appropriate by City Schools, this documentation may be provided online. This documentation includes, but is not limited to reference manuals for system administrators and end users, tutorials, and data dictionaries. The documentation should cover all functional and operational aspects of the solution, including, but not limited to:
 - Structure
 - Security procedures and capabilities
 - Back-up, recovery, and checkpoint procedures
 - End-user hardware, software, web browser, and internet minimum connection speed
 - Disaster recovery procedures
 - Database design and architecture
 - Data dictionary structure and maintenance procedures
 - Database logical and physical organization and maintenance procedures
 - Testing procedures
 - Troubleshooting and tuning procedures, features, and tools

- Administration functions
 - Report creation and writing procedures
- All documentation must also be provided in electronic format in either MS Word (Office 2000 or more recent) or PDF format (MS Visio – 2002 version for diagrams/schematics) for direct electronic distribution to City Schools and support personnel with rights to copy the documentation.

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 anticipated term of this contract shall be for three (3) years from the date of Board approval.

3.0 PRE-PROPOSAL MEETING

A pre-proposal meeting is scheduled for Thursday, April 22, 2010, at 10:00 a.m. local time, 200 E. North Avenue, Baltimore, MD 21202, Room **301**.

While attendance at the pre-proposal meeting is not mandatory, the information presented is informative. All interested Offerors are encouraged to attend in order to be better able to prepare an acceptable proposal. Prospective attendees are requested to email Lonnie McKenzie at lmckenzey@bcps.k12.md.us no later than Tuesday, April 6, 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 prospective offeror 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 five (5) business days prior to the proposal due date. 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 RFP.

5.0 POINT OF CONTACT

Lonnie McKenzie, Buyer
Baltimore City Public Schools
Office of Materials Management
200 E. North Avenue
Baltimore, MD 21202
Phone: **410.396.1799**

E-mail: lmckenzey@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 Maryanne Cox, Comptroller.

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

7.0 CONTRACT TYPE

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

8.0 PAYMENT TERMS

The Contractor shall submit an invoice detailing the services provided and the actual costs incurred. 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 RFP REVISIONS

Should it become necessary to revise any part of this RFP, addenda will be provided to all persons who are known by the Procurement Officer to have received the RFP. All addenda, amendments or changes issued shall be deemed received by offeror provided they are either shipped first class mail, sent via e-mail or posted to the City Schools e-Commerce website. Failure of any offeror to receive or acknowledge receipt of such addenda or interpretation shall not relieve any offeror from any obligations under this RFP 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, proposals must be received at City Schools Office of Materials Management no later than **11:00 a.m. local time, Friday, April 30, 2010, in Room 401**. Vendors mailing proposals shall allow sufficient mail delivery time to ensure timely receipt by the Office of Materials Management. Any proposal received after the submission deadline will be returned unopened.

11.0 PROPOSAL OPENING

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

12.0 DURATION OF OFFER

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

13.0 MINORITY & WOMEN BUSINESS ENTERPRISE PROGRAM

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

Prospective offerors may call the MBE/WBE Liaison's Office, Vastie Presley or Richard Lee, for information and/or assistance at 443-984-3435.

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

15.0 INSURANCE

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

16.0 LIQUIDATED DAMAGES

N/A

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

N/A

19.0 BONDING

N/A

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 offeror, or incorporated in any acknowledgement of contract awarded to the successful offeror, then, and in such event, the terms and conditions stated herein shall take precedence unless modified in writing by the Director of Materials Management, Baltimore City Public Schools.

PART III: PROPOSAL FORMAT

1.0 GENERAL FORMAT – THREE-PART SUBMISSION

- A. Offerors shall submit **in separate sealed envelopes** the following;
- Volume I - Technical Proposal
 - Volume II - Financial proposal
 - Volume III - Minority Business Enterprise and Women's Business Enterprise (MBE/WBE) Commitment Utilization

Each envelop shall comprise the following:

1. The Technical proposal shall include One (1) original (so labeled) and **five (5)** copies in a sealed envelope clearly labeled "Technical Proposal". **An electronic version of the Technical Proposal shall also be submitted with the original.** Electronic media must be a CD or USB and shall bear a label on the outside containing the RFP number and name as well as the name of the Offeror and the words Volume I: Technical Proposal.
2. The Financial proposal shall include One (1) original (so labeled) and **five (5)** copies in a sealed envelope clearly labeled "Financial Proposal".
3. The MBE/WBE envelope shall include One (1) original (so labeled) and **one (1)** copy of Commitment Utilization forms provided with the RFP (See Appendix B).

- B. Each envelope shall, in addition, be labeled with the following:

1. The Offeror's name and business address.
2. The due date/time for receipt of proposals.
3. The Title of the RFP and RFP number

2.0 VOLUME I: TECHNICAL PROPOSAL FORMAT

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

TAB A. TRANSMITTAL LETTER

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

1. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the Offeror to the contract, who will receive all official notices concerning this RFP.

2. The Offeror's Federal Tax Identification Number or Social Security Number.
3. A brief statement of the Offeror's understanding of the work to be done, the commitment to perform the work within the time period, and a statement of why the firm believes it is best qualified to perform the engagement.
4. A statement that the proposal is a firm and irrevocable offer for a period of one-hundred twenty (120) days.
5. Acknowledgement of all Addenda to this RFP
6. Any exceptions Offeror may have to any of the requirements of the solicitation or 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

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

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

TAB D. FISCAL INTEGRITY/FINANCIAL STATEMENTS

1. The Offeror shall include in its proposal, completed audited financial statements including the auditor's notes, for its last two fiscal years. If the Offeror has not had its financial statements audited by an independent

accounting firm, the Offeror must submit such un-audited financial statements as it has. Some acceptable methods include but are not limited to one or more of the following:

- a. Recently audited (or best available) financial statements
 - b. Dunn and Bradstreet Rating
 - c. Standard and Poor's Rating
 - d. Lines of credit
 - e. Evidence of a successful financial track record
 - f. Evidence of adequate working capital
2. Offeror shall identify any claims during the past five (5) years and provide information on any pending litigation, lawsuits etc.

TAB E. TECHNICAL RESPONSE TO RFP SCOPE OF WORK

The Offeror shall address each major requirement of Part I (Scope of Work) including the following:

- The award vendor will provide a Preliminary Project Plan for implementing the proposed solution at City Schools. The plan will identify all implementation tasks to be performed, start and end dates, task precedence relationships, project milestones, and deliverables. **The plan should be designed to meet City Schools' target implementation timeline of 1 July 2010.** Sample project plans that are not tailored to City Schools' specific requirements and timeline will be considered non-compliant.

TAB F. REFERENCES (Appendix C)

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

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

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

TAB J. COMPLETED CERTIFICATE OF INSURANCE (Appendix H)

TAB K. W-9 signed

3.0 VOLUME II: FINANCIAL PROPOSAL

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

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

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

PART IV: EVALUATION AND SELECTION PROCEDURE

1.0 EVALUATION COMMITTEE

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

2.0 EVALUATION PROCESS

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

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

3.0 EVALUATION CRITERIA

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

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

PART V: APPENDICES



**BALTIMORE CITY PUBLIC SCHOOLS
Materials Management Department**

APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR RFP'S

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

1. REQUEST FOR PROPOSALS (RFP)

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

2. GENERAL REQUIREMENTS

- a. **AUTHORIZED DEALERS:** Only authorized dealers may submit a proposal on requested equipment. At the discretion of City Schools, a certificate, executed by the manufacturer, may be requested stating that the Vendor is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.
- b. **INSPECTIONS:** 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 RFP 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 Awarded Vendor of responsibility for faulty workmanship of materials that may be discovered at any time after delivery and prior to final acceptance in accordance with the specifications. In case of factory inspection of items being manufactured for 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 award. There are approximately 200 schools and offices in City Schools.

- d. **SINGLE PRICE:** Unless otherwise specified in the General Terms and Conditions attached to this RFP, the Vendor will not be allowed to offer more than one price on each item even though the vendor may feel that it has two or more types or styles that will meet specifications. Vendor must determine which to offer. If said Vendor should submit more than one price on any item, all prices for that item will be rejected.
- e. **AGGREGATE BIDS:** Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the City Schools. When an aggregate bid is requested, the unit prices for each item shall be identified in the response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid 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 Awarded Vendor shall call said conflict to the attention of the City Schools Director of Materials Management for a decision before proceeding with any work.
- g. **USE OF BRAND NAMES:** Brand names and model numbers are offered as a reference for Vendors as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted to be the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of the City Schools.
- h. **PRODUCT OFFERED BY THE VENDOR:** The product offered by the Vendor shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the Vendor shall offer to 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 Vendor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications, as decided by the Director of Materials Management. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful Vendor, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to City Schools, which would provide sufficient data to enable City Schools to judge the Vendor's compliance with the specifications.
- j. **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be

noted in detail by the Vendor, in writing, as an attachment to the response. The absence of a written list of specification deviations attached to the response will hold the Vendor strictly accountable to City Schools to the specification as written. Any deviation by the Awarded Vendor from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.

- k. SUB-CONTRACTORS: The Awarded Vendor shall give its constant personal attention to the faithful execution of this contract, shall keep the same under its own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of the City Schools. The Awarded Vendor shall provide the name of the sub-contractor(s) it intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the specifications and/or the Director of Materials Management Department or his or her designee. The information may be used in considering the potential performance capabilities of the sub-contractor(s). The Awarded Vendor shall not, without prior written consent of 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: 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. PRICES

- a. UNIT PRICES: Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the RFP. All unit

prices on items shall be completed on the proposal sheet(s). A NO BID notation must be completed for each item not being bid. In case of error in extension of prices in the proposal response, the unit price shall govern.

- b. **UNITS OF MEASURE:** Wherever City Schools indicates the unit of measure required and the Vendor's price is based on a different unit of measure, it shall be at the sole discretion of City Schools to determine whether the Vendor's price will be recalculated. City Schools will not accept any proposals with Vendor 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 Awarded Vendor during the term of this contract to occur no less than thirty (30) days from the approval of the contract.
- 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 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 Awarded Vendor shall provide all equipment and machinery furnished and delivered to City Schools complying with the Safety regulations as required by OSHA and the Maryland State Safety Health Act known as MOSHA. The Vendor shall sign the safety section, if attached in the proposal response, certifying that the regulations for the type of equipment furnished shall meet all regulations applying to this type equipment meeting the CFR-1910 MOSHA Standard. The Vendor shall submit Material Safety Data Sheets (MSDS) for all items awarded to that vendor provided under the terms of this proposal in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the vendor must submit MSDS sheets to: Baltimore City Public 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 RFP.

- 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 Terms and 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 Vendor subcontract a given percentage to certified Minority Business Enterprises ("MBE") and a given percentage of the total contract price to Women Business Enterprises ("WBE").
- c. **REQUIRED FORMS:** Interested Vendors must complete the MBE and WBE Vendor Information and Utilization Forms attached to the bid request and submit it as directed.
- d. **MBE AND WBE PARTICIPATION REVIEW:** The 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 Vendor, contractor or other business from eligibility for providing goods or services to the Board for a period not to exceed two years; or payment of liquidated damages.

7. BONDING

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

8. PROPOSAL SUBMISSION

- a **KNOWLEDGE OF TERMS AND CONDITIONS:** Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal response. Failure to do so will be at the Vendor's own risk and Vendor cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of Vendors.
- b **SUBMISSION:** Proposals must be delivered to the Materials Management Office, 200 E. North Avenue, Room 401, Baltimore, Maryland 21202. Vendors must submit technical and cost proposals as specified in the General Terms and Conditions. Vendors shall retain one (1) copy of the proposal for their files. Proposals must be signed and submitted by an authorized representative of the company. Each Vendor may attach a letter of explanation to the proposal, if so desired (or required), to provide an explanation of any detail(s) in the proposal. This letter may not be used to offer optional or alternative proposals or pricing.
- c **FORMAT:** Signed proposals must be delivered in sealed, opaque envelopes and clearly marked on the outside with: Name of Vendor, Due Date, RFP Number and Title. City Schools shall not accept any facsimile transmission to agents, representatives or employees as meeting the requirement of the Proposal. A facsimile document shall not be considered a valid response to the RFP.
- d **VENDOR ADDRESS:** Each proposal must show the full business address, telephone number, and fax number of the Vendor and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the proposal and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the proposal in the absence of written instructions from the Vendor to the contrary.
- e **PARTNERSHIPS:** Proposals by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed

by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.

- f CORPORATIONS: Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the proposal as agent shall file satisfactory evidence of authorization to do so.
- g CERTIFICATES AND AFFIDAVITS: All Vendors shall be required to complete the certificates and/or affidavits that are incorporated into the General Terms and conditions of this RFP. Such documents are required by local, state, or federal funding agencies of 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.
- h SAMPLES: When indicated in the General Terms and Conditions, a properly tagged sample and descriptive data shall be submitted to the address specified no later than the date specified in the Schedule of Events included in the General Terms and Conditions. The tag on the sample shall indicate the item number, the name of the company submitting the sample, and the RFP number. City Schools will not be responsible for any samples not picked up within 30 days of the notification of Vendors to do so. Samples may be retained by City Schools until Vendors are notified to remove them. Vendors 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 proposal.
- i SPECIAL SAMPLES WITH CERTIFIED APPROVAL: Some successful Vendors shall be required to submit two (2) samples of each product awarded with an affidavit stating that the chemical composition of the sample submitted is identical with the composition tested prior to the proposal and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product or products requested. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.
- j PROPOSAL PREPARATION FEES: City Schools will not be responsible for any costs incurred by a Vendor in preparing and submitting a proposal response.
- k PROPOSAL EVALUATION Proposal responses will be evaluated for compliance with detailed specifications. The specifications shall vary with each individual RFP issued, and the award shall be made in accordance with the General Terms and Conditions. Consideration will be given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Vendor, and the ability of the Vendor to perform satisfactorily. Evaluation may also be made for other factors, such as serviceability, functional suitability, workmanship, safety in use, and overall product quality, where acceptability may be determined on the basis of professional judgment and educational application. City Schools will consider the Vendor's record and performance of any prior contracts with City Schools, federal departments or agencies, or with other public bodies.

- l RECOMMENDATION OF AWARD: Recommendation of an award of a contract will be made to the Board in accordance with the General Terms and Conditions.
- m RIGHT TO PROTEST: Any actual Vendor, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the 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.
- n CONTRACT TERM: The Vendor shall refer to the General Terms and Conditions attached to the RFP for details regarding the Term of Contract for this solicitation.
- o COMMENCEMENT OF SERVICES: 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. ANNULMENTS AND RESERVATIONS

- a RIGHT TO REJECT: The Board reserves the right to exercise its statutory option to reject any or all proposals and re-advertise for other proposals. The Board reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and the Board also reserves the right not to order any items(s) within the specification.
- b WAIVER OF TECHNICAL DEFECTS: The Board reserves the right to waive technical defects, if in its judgment the interest of 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 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:

10. 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 terminate this Agreement at any time, without any liability, upon five (5) days prior written notice to Vendor, provided that Vendor shall be compensated for services rendered prior to the date of termination.

11. GOVERNING LAW

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

12. CONTRACT TERMS AND CONDITIONS

- a. **SUBMISSION OF INVOICES:** Supplier agrees to accept the line item price on the purchase order as final payment. All invoices are to be submitted promptly showing Purchase Order number, and name and address of recipient and mailed to Baltimore City Public School System, Accounts Payable Office, Room 403, 200 E. North Avenue, Baltimore, Maryland 21202 (unless otherwise noted). A second copy (Delivery Ticket) shall be sent with the material to the appropriate location at the time of delivery.
- b. **INCORRECT INVOICES:** Incorrect invoices will be returned for correction or paid in accordance with the purchase order. Each invoice shall identify the City Schools Purchase Order Number, line item number and item descriptions or services shall be listed in the same order as on the Proposal and/or Purchase Order.
- c. **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments are permissible.
- 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.
- g. **INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless the Mayor and City Council of Baltimore (City), the Board and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the City, the Board and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Consultant or its employees, agents, or volunteers.
- h. **INSURANCE:** Unless otherwise specified in the General Terms and Conditions, Vendor shall procure and keep in force the following required insurance coverage: Commercial General Liability Insurance at limits of not less than One Million Dollars (\$1,000,000) per occurrence for claims arising out of bodily injuries or death, and property damages, subject to a minimum limit of Three Million Dollars (\$3,000,000) aggregate. Such insurance shall include contractual liability insurance. Business Automobile Liability at limits of not less than One Million Dollars (\$1,000,000) per occurrence for all claims arising out of bodily injuries or death and property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of this Agreement. Workers' Compensation coverage as required by the State of Maryland, as well as any similar coverage required for this work by applicable Federal or "Other States" State Law. Consultant shall, at all times, maintain and keep in force Professional Liability, Errors and Omissions Insurance at a limit of not less than One Million Dollars (\$1,000,000.00) in the event the service delivered pursuant to this Agreement, either directly or indirectly, involves or requires professional services. "Professional Services" for the purpose of this Agreement shall mean any services provided by a licensed professional such as those provided by the Consultant. The City, the Board, and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers shall be covered, by endorsement, as additional insured as respect to liability arising out of activities performed or to be performed by or on behalf of the Consultant in

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

- i. E-COMMERCE: 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.
- j. 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.
- k. 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.
- l. 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.
- m. SOLE AGREEMENT: This Contract constitutes the sole agreement between the parties hereto and no amendment, modification or waiver of any of the terms and conditions hereof shall be valid unless in writing and executed by both parties. Any prior verbal agreements or proposals shall not be considered a part of this Contract.
- n. 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 ("Property"). If the Vendor's failure to use reasonable care causes damage to any property, Vendor must replace or repair the damage at no

expense to the 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.

- o. **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, which 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 - MBE/WBE DOCUMENTS

BALTIMORE CITY PUBLIC SCHOOLS MINORITY AND WOMEN'S BUSINESS PROGRAM BALTIMORE CITY CODE, ARTICLE 5, SUBTITLE 28 BIDDER INFORMATION AND FORMS

All Vendors shall Provide with the Bid Response a Copy of the Current M/WBE Certificate(s) for each M/WBE Subcontractor.

CONTRACTING Department/Office: Baltimore City Public Schools

CONTRACT NUMBER: RFP-10059

CONTRACT TITLE: Third Party Billing Services

Pursuant to Article 5, Subtitle 28 of the Baltimore City Code (2008 Edition) – Minority and Women's Business Program, Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation goals apply to this contract.

The MBE goal is 27%

The WBE goal is 10%

Bid Requirements

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

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

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

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

Verifying Certification

Each bidder is responsible for verifying that all MBEs and WBEs to be used on a contract are certified by the Minority and Women's Business Opportunity Office (MWBOO) before bid opening. A directory of certified MBEs and WBEs is available from MWBOO. Since changes to the Directory occur daily, the bidder should call MWBOO at 443-984-3435 to verify certification, expiration dates, and services that the MBE or WBE is certified to provide.

Contract Requirements

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

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

Substitution of MBE or WBE

The Minority and Women's Business Liaison or designee must approve substitution of an MBE or WBE specified at bid opening. Any unjustified failure to comply with this requirement is a material breach of contract.

Waiver Requests

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

MBE and WBE Participation Standards

Participation of M/WBEs

The total dollar value of a contract with a company certified as both MBE and WBE (M/WBE) may be counted toward either the MBE goal or the WBE goal, but not to both. The bidder must choose the goal to which the contract value is applied.

Non-affiliation

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

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

(Art. 5, §28-41)

A bidder that is an MBE or WBE may NOT use itself to meet a contract goal because the contract goal explicitly applies only to subcontractors.

Commercially Useful Function

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

Subcontracting by MBE or WBE

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

Manufacturers

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

Suppliers

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

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

Joint Ventures

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

Insurance companies and travel agents

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

Financial institutions

A bidder may count toward the contract goals only the fees charged and earned by an MBE or WBE financial institution. (Art. 5, §28)

If you would like to receive a copy of Article 5, Subtitle 28 of the Baltimore City Code (2008 Edition) please call MWBOO at 410-396-4355 or <http://www.baltimorecity/government/index.php>.

PART A:

INSTRUCTIONS

The requirements of the Article 5, Subtitle 28 of the Baltimore City Code (2000 Edition), are a part of this contract and are incorporated by reference.

FAILURE OF ANY BIDDER, CONTRACTOR OR SUBCONTRACTOR TO COMPLY WITH ARTICLE 5, SUBTITLE 28 SHALL BE A MATERIAL BREACH OF CONTRACT.

The following are included:

Part A: Instructions

Part B: MBE and WBE Participation Disclosure Form

Part C: Statement of Intent Form - A Statement of Intent Form shall be completely executed for each and every MBE and WBE named in Part B.

Part D: MBE/WBE Participation Affidavit - to be completed by Bidder.

Part E: MBE/WBE Participation Waiver Request Form. If you are unable to meet the MBE and WBE participation goals for this contract, the law requires you to submit a waiver request with the bid.

Part F: Subcontractor Utilization Form

Part G: Enterprise data Form

ALL FORMS ARE DUE WITH BID.

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

PLEASE KEEP PAGES 1-4 FOR YOUR REFERENCE. DO NOT SUBMIT WITH FORMS. THIS REFERENCE SHALL SERVE AS A REMINDER OF THE REQUIREMENTS OF THE M/WBE PROGRAM.

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

PART A-1

VENDOR INFORMATION

Name of Bidder (Offeror) _____ Fed. I.D. # _____

Address _____

Telephone: _____ Cell: _____

Email: _____ Fax: _____

Contracting Depart. _____

Contract (Project) Title _____

Contract Number: _____

Bid/Proposal Due Date: _____

Goals: MBE: _____% WBE: _____%

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

FOR MORE INFORMATION OR ASSISTANCE WITH THESE FORMS, CONTACT:

The Baltimore City Public Schools
Office of Minority and Women Business Liaison
200 East North Avenue
Room 323
Baltimore, Maryland 21202
Phone: 443-984-3435

PART B:

MBE PARTICIPATION DISCLOSURE FORM

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

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

Prime Contractor's Name: _____

Prime Contractor's Address: _____

Contract Number & Title: _____

MBE SUBCONTRACTORS

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

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL DOLLAR AMOUNT OF CONTRACT \$ _____

TOTAL DOLLAR AMOUNT OF MBE SUBCONTRACTS \$ _____

TOTAL MBE PERCENTAGE OF ENTIRE CONTRACT _____%

Form Prepared by: _____

Name and Title	Phone #	Date
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Upon notification of an award, you will be required to submit an executed agreement between you and each subcontractor with the information data sheet. **(If necessary, make additional copies of this page. Each additional page must be signed and dated.)**

PART B:

WBE PARTICIPATION DISCLOSURE FORM

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

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

Prime Contractor's Name: _____

Prime Contractor's Address: _____

Contract Number & Title: _____

WBE SUBCONTRACTORS

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

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL DOLLAR AMOUNT OF CONTRACT \$ _____

TOTAL DOLLAR AMOUNT OF WBE SUBCONTRACTS \$ _____

TOTAL WBE PERCENTAGE OF ENTIRE CONTRACT _____%

Form Prepared by: _____

Name and Title	Phone #	Date
Upon notification of an award, you will be required to submit an executed agreement between you and each subcontractor with the information data sheet		

(If necessary, make additional copies of this page. Each additional page must be signed and dated.)

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

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

Contract Name and Number: _____

Name of Prime Contractor: _____

Name of MBE or WBE: _____

MBE or WBE Certification Number: _____

MBE or WBE email address: _____

Work/Service to be performed by MBE or WBE:

Materials/Supplies to be furnished by MBE or WBE:

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

Subcontract percentage of total contract: _____%

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

Signature of Prime Contractor (REQUIRED)

Date

Signature of MBE or WBE (REQUIRED)

Date

**PART D:
MBE/WBE PARTICIPATION AFFIDAVIT**

The Undersigned authorized representative of Contractor does hereby make the following Affidavit:

Contractor acknowledges the MBE goal of _____% and the WBE goal of _____%

for Contract No./Title _____

with the Baltimore City Public Schools –Board of School Commissioners

My firm will make good faith efforts to achieve the MBE and WBE participation goals for this contract. I understand that, if awarded the contract, my firm must submit to the Minority and Women's Business Liaison office copies of all executed agreements with the MBE and WBE firms being utilized to achieve the participation goals and other requirements of Article 5, Subtitle 28 of the Baltimore City Code (2000 Edition). I understand that these documents must be submitted prior to the issuance of a notice to proceed.

I understand that, if awarded the contract, my firm must submit to the M/WBE Liaison office canceled checks and any other documentation and reports required by M/WBE office on a quarterly basis, verifying payments to the MBE and WBE firms utilized on the contract.

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

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

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

Contractor Company Name

Signature

Address

Print Name and Title

Sworn and subscribed before me this _____ day

of _____, in the year _____.

Notary Public

PART E:

MBE/WBE PARTICIPATION WAIVER REQUEST FORM

Name of Bidder (Offeror) _____

Address _____

Contracting Agency _____

Contract (Project) Title _____

Contract Number: _____

Bid Due Date: _____

Goals on this contract: _____ % MBE _____ % WBE

I have achieved _____ % MBE _____ % WBE

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

I have contacted MWBOO for assistance _____ Yes _____ No

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

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

Explain why waiver is being requested:

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

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

Signature of Authorized Company Representative

Date

PART F: SUBCONTRACTOR UTILIZATION FORM

THIS FORM MUST BE INCLUDED WITH THE BID. MAKE A COPY AND SUBMIT to M/WBE Office on a MONTHLY Basis as payments are being made.
This process may be replaced by an electronic tracking program.

Prime Contractor's Name: _____

Contract Title: _____

Contract Number: _____

Total Contract Dollar Amount: _____

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

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

Name of Subcontractor	Goods or services provided on subcontract

Race/ethnicity AND sex of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid to date is less than subcontract dollar amount, explain why

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

Prime Contractor's signature

Date

APPENDIX C - 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:

APPENDIX D - CONTRACT DOCUMENT
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.

11. Student's Education / Medical / Psychological Records / Consents. Consultant and its employees, agents, volunteers and contractors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Additionally, Consultant shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Consultant and the Board for the mutual disclosure of such records by and among the Board, Consultant and Consultant's employees, agents, volunteers and contractors.
12. Compliance with Laws. Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Agreement. Consultant's violation of any of these laws, statutes, ordinances, rules, or regulations constitutes a breach of this Agreement and entitles the Board to terminate this Agreement immediately upon delivery of written notice of termination to Consultant.
13. MBE/WBE Compliance. Consultant shall comply with the requirements of Article 5, Subtitle 28 et seq. of the Baltimore City Code, as amended from time to time, pertaining to Minority and Women's Business Enterprises. (MBE/WBE Requirements). The enforcement and interpretation of the MBE/WBE Requirements is vested in the Board. The Board may grant such exceptions and waivers of the MBE/WBE Requirements as it deems is in the best interest of the Baltimore City Public School System. Consultant's failure to comply fully with these requirements constitutes a breach of this Agreement,

and entitles the Board, at its option, to terminate this Agreement immediately upon delivery of written notice of termination to Consultant.

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

THE FINAL PAYMENT FROM THE BOARD TO THE CONSULTANT IS CONTINGENT UPON COMPLIANCE WITH AND SUBMISSION OF THE REQUIRED PAPERWORK PERTAINING TO THE ABOVE MBE/WBE REQUIREMENTS. (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
_____, 200__.

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