

Call for Proposals for Competitive Selection Process

801 S HIGHLAND AVE, BALTIMORE MD 21224

Baltimore City Public Schools
200 E NORTH AVE BALTIMORE, MD 21202

INSTRUCTIONS TO ENTITIES PREPARING A PROPOSAL

Applicants, please read these instructions and details in conjunction with completing the Baltimore City Public Schools: 801 S Highland Avenue Call for Proposals (CFP). Proposals must be submitted in accordance with the instructions specified in the CFP. **Entities must provide all requisite information and clearly and concisely respond to all points set out in the CFP.**

Bidding is open to interested and qualified Entities who meet the Baltimore City Public Schools' requirements as defined in the CFP. After reviewing the CFP Instructions and Details, **find the property information and application links below.**

Proposals in response to this solicitation are being accepted solely via email. **The Proposal due date is XXXXXX at XXXX.** The date and time received by Michael Denise at his email address shall be the official date and time of Proposal submission. If multiple emails are needed due to attachment size, the date and time of receipt of the final email shall be the official date and time of Entity's Proposal submission. ANY PROPOSAL RECEIVED AFTER THE SUBMISSION DEADLINE, NO MATTER WHAT THE REASON, WILL BE REJECTED AS UNTIMELY.

Hard copy submissions will not be accepted. All Proposals must be submitted electronically as a combined pdf document.

801 SOUTH HIGHLAND AVENUE

Parcel ID Number: Ward/Map – 26; Section – 07; Block – 6451; Lot – 001

Address: From 801 S Highland Ave, Baltimore, MD 21224

Call for Proposal Release Date: **Monday, February 03, 2025**

CFP Response Deadline: **Tuesday, April 01, 2025**

Responses are to be sent to the following email/link:

Email: Michael.Denise@cushwake.com

Address: Cushman & Wakefield

Michael Denise

Attn: Canton Middle School CFP

1 East Pratt Street, Suite 700

Baltimore, MD 21202

Entities are cautioned not to make changes to any of the terms and conditions in this CFP. Doing so may render an Entity's Proposal unacceptable and subject to rejection. Questions and inquiries may be addressed as outlined in Section XV Administrative Regulations of this CFP. Any award will be contingent upon the successful negotiation of a final agreement and any exceptions to the Baltimore City Public Schools' ("City Schools") terms and conditions are not binding unless they are negotiated and affirmatively deemed mutually agreeable by the Entity and City Schools, and/or the City of Baltimore, if applicable, in an executed agreement. City Schools is not required to negotiate changes to its terms and conditions.

TABLE OF CONTENTS

Instructions to Entities Preparing a Proposal	1
I. Introduction and Definitions	3
II. Background	3
III. Request	4
IV. Intent of Offering	4
V. Property Attributes	5
VI. Classroom Build Specifications	5
VII. Buildings Facility Condition Assessments and Recent Investments	5
VIII. Community Vision and Participation	6
IX. Standards and Controls	6
X. Submission Requirements	7
XI. Evaluation Criteria	10
XII. Award Procedures	11
XIII. Negotiations and Sale Process	13
XIV. Rights Reserved	14
XV. Administrative Information	15
XVI. General Information	16
XVII. City Schools General Articles	17

Exhibits

- Exhibit A: Floor Plans
- Exhibit B. District Academic Use - Educational Specifications
- Exhibit C. Facilities Condition Assessment
- Exhibit D. CIP Improvements and history
- Exhibit E. Broker Opinion of Value for the Canton Middle School Building
- Exhibit F. Jacobs State of School Facilities Baltimore City Public Schools June 2012

I. INTRODUCTION AND DEFINITIONS

For the purposes of this CFP, the following definitions apply: **“City Schools”** refers to the Baltimore City Board of School Commissioners, which operates a system of public schools commonly known as the Baltimore City Public School System or Baltimore City Public Schools; **“City of Baltimore”** refers to the city of Baltimore; **“Entity”** means any qualified, reliable, and interested broker, vendor, bidder, consultant, contractor, manufacturer, and/or other entity that responds to this CFP, as well as the entity awarded a Contract or otherwise duly authorized by City Schools and/or City of Baltimore, if applicable, to provide Services in accordance with applicable Laws; **“Contract”** or **“Agreement”** refers to the legally enforceable contract or agreement between City Schools and/or City of Baltimore, if applicable, and the Entity that is the successful Entity to this CFP; **“Services”** or **“Work”** refers to the work, deliverables, products, goods, materials, equipment, and/or services required to be provided or performed by the Entity under the terms of the Agreement; **“Law”** or **“Laws”** refers to any applicable federal, state, and local laws, regulations and rules, as well as Baltimore City Board of School Commissioners policies and administrative regulations, which are available at this link: www.baltimorecityschools.org/board-policies; and **“Proposal”** means a bid or submission to City Schools in response to this CFP.

Status:	For Lease
Property Type:	2.365-acre campus containing 1 School Building and supporting parking lot.
Current Zoning:	R8, medium density row homes and multifamily
Lot Size:	Approximately 2.365 acres for ground lease to Entity (Total acreage of the parcel per PSCP is 2.365 acres <i>(Total area is approximate)</i> City Schools is setting aside approximately 26,000 sq. ft. for the development of classroom space
Neighborhood:	Canton
Zip code:	21224

II. BACKGROUND

City Schools serves the needs of public education in Baltimore City, covering approximately 77 square miles, with a residential population of more than 646,000. It is the fourth largest public-school system in the State of Maryland. City Schools operates 162 schools and programs over a ten-mile radius, which includes Pre-k, elementary, middle, and high schools as well as special education centers and alternative schools. The central administration headquarters is located at 200 East North Avenue, Baltimore, Maryland.

City Schools is governed by the Baltimore City Board of School Commissioners (“Board”), which has 12 members (including an elected student member). Most members of the Baltimore City Board of School Commissioners are appointed by either the mayor of Baltimore City or the governor of Maryland. Two of the Commissioners and the Student Commissioner are elected either by residents of Baltimore City or students of Baltimore City Schools in the case of the student commissioner. The role of the Board is to raise the level of academic achievement for Baltimore City Public Schools students and improve the management and administration of Baltimore City Public Schools. The Board also sets and oversees policy

and implementation of regulations for the school system and approves all major appointments. The City Schools Chief Executive Officer reports to the Board.

City Schools currently has approximately 76,000 students supported by approximately 10,000 employees and an annual operating budget of approximately \$1.7B.

III. REQUEST

The purpose of this Call for Proposals is to identify Entities who have a unique and ambitious vision for one of Canton's last available development properties. At approximately 120,000+/- sf, this property provides more than enough space to be re-imagined. The location offers the opportunity for scenic views overlooking Canton and is less than a 10-minute walk to much of the new development this high-end neighborhood has to offer.

This property sits in a vibrant, historic community originally created for blue collar workers and the waterfront industry. It is a community where most new development in the city has been focused over the past real estate cycle. The recent completion of Canton Crossing's phase 1 and 2 have not only brought a significant amount of high-end living space-they have also made this neighborhood the center of Southeast Baltimore's retail supply. The ideal Entity would be a reputable organization with proven credentials and highly motivated to join these efforts to leave a remarkable legacy in the Canton community. The Entity would also be excited to partner with one of the nation's most historic public-school systems, City Schools, and support the community's vision for the community development, including the building or renovation of new classroom space.

City Schools believes investing in our children is one of the most important things we can do to secure a successful future. We also believe that great schools produce and sustain vibrant communities.

The ideal Entity will be creative in its proposal for a mixed-used vision for the property, inclusive of approximately 26,000 square feet of classroom space controlled, managed and operated by City Schools. A successful proposal will include a dedicated space on the property to house these classrooms and will demonstrate the Entity's capacity to fund the cost of construction/renovation of the entire facility. City Schools is open to creative ideas about how to accomplish this goal. Let your next project be one that leaves a lasting impact and remarkable legacy.

IV. INTENT OF OFFERING

Cushman & Wakefield (C&W) on behalf of City Schools is seeking development teams who are willing to purchase, lease, or other arrangement determined by City Schools and develop the site in accordance with the goals stated herein and in a way that complements and adds value to the community. The goals of City Schools in seeking redevelopment proposals for the site include, but are not limited to the following:

- A. Achieving a high-quality development inclusive of new or renovated classroom facilities that complement neighboring homes, existing assets, and enhances the surrounding community.
- B. Ensuring that sound market understanding, and financial development principles are applied.
- C. Providing financial returns to City Schools including, but not limited to, proceeds of sales or lease payments, incremental tax revenues, and secondary financial impacts.

CFP 2025

- D. Offering opportunities for community input and participation.
- E. Creating opportunities for Minority- and Women-Owned Business Enterprises to participate in the development project, if applicable.
- F. Implementing the development concept with no City or City Schools subsidy.
- G. Providing community and public space improvements and activities that enhance the project site and the community in accordance with community feedback.

V. PROPERTY ATTRIBUTES

Neighborhood: Canton

Responsible Agency: Baltimore City Public Schools

Land Size: 2.365 acres

Building Sq. Ft.: 120,000 +/-

Unit: 1 school building

Property Type: 1 school building and land

Zoning: R8, medium-density row homes and multifamily

VI. CLASSROOM BUILD SPECIFICATIONS

City Schools envisions a new or renovated classroom facility with approximately 26,000 gross square footage. See Exhibit B for Educational Specifications.

Space size needed: approximately 26,000+/-sf

- 10 classrooms + support spaces such as multipurpose room, main office, health suite, and kitchen.
- 6 parking spaces

City Schools will consider various proposals for delivery of the new classroom space, including, without limitation, a build-to-suit by Entity according to City Schools' specifications. City Schools envisions using the classroom space for early education purposes but reserves the right to use the space as needed. The Entity's proposed use of its portion of the property must be compatible with City Schools' use of its portion of the property; must be consistent with City Schools' internal policies and applicable law; and shall be subject to approval by City Schools.

VII. BUILDINGS FACILITY CONDITION ASSESSMENTS AND RECENT INVESTMENTS

Attached to this CFP, you will find a Broker Opinion of Value for the Canton Middle School Building (*Exhibit E*) which estimated the value of the facilities systems; these amounts should be adjusted for inflation and 2024 equipment/supply/labor costs. See *Exhibit C for the latest Facilities Condition Assessment and Exhibit D for CIP Improvements and History.*

VIII. COMMUNITY VISION AND PARTICIPATION

The selected Entity is required to regularly communicate with residents, neighborhood organizations, elected officials, and other government agencies during the planning, design and construction process.

Entities are encouraged to meet with local community members to discuss community concerns or questions. Selected Entities will be invited by a review panel to present their proposed plans at a community meeting following the application deadline. CFP responses should include a proposed schedule of community outreach during the design and construction phases of the redevelopment.

IX. STANDARDS AND CONTROLS

I. Site Conditions and Terms

- A. The property is offered in as-is condition. The site may or may not contain environmental hazards that may need remediation by the Entity prior to redevelopment. Neither C&W nor City Schools have conducted environmental testing of the site and do not make any representation, guarantee, or warranty concerning any site conditions, including the possible presence of hazardous materials. The site may or may not contain burial remains that may require the Entity to take certain actions in the handling of the site and remains that are governed by state law.
- B. Neither the City nor City Schools will bear responsibility in testing or expense in removal or treatments of asbestos, lead, or other hazardous materials; or environmental remediation. Entities shall indemnify and hold the City, City Schools and C&W harmless from claims or damages arising out of, or in connection with, the presence of or removal/relocation of such materials.

II. Zoning and Land Use Regulations

The current zoning and other governing regulations shall control the future use of this property. The Zoning Code of Baltimore City is available at <https://zoning.baltimorecity.gov/>. Proposals that contemplate a variance or change in zoning are acceptable provided that the issue is addressed appropriately in Submission Requirements. The selected Entity will be required to follow any applicable laws and is responsible for attaining any and all needed entitlements necessary to implement the project. City Schools and C&W cannot guarantee approval of any requested regulatory changes. Note that the City's Inclusionary Zoning law will likely apply to any non-exempt residential portion of the project.

III. Minority/Women Business Enterprise ("M/WBE") Participation

Board Policy DJA and Administration Regulation DJA -RA require maximum feasible opportunity will be provided to certified Minority and Women Business Enterprises to participate in the performance of Board Contracts for goods and services needed by the Baltimore City Board of School Commissioners.

City Schools MBE/WBE is designed to monitor MBE/WBE participation on this project. The developer shall comply with the rules and regulations of City Schools in meeting the MBE/WBE requirements. Please note that the final selected entity will have to comply with the MBE/WBE goals set by City Schools and will have to commit to these goals in an agreement prior to the project beginning in subcontracts for architecture, design, engineering, demolition and other major areas of design and construction. Failure to meet required MBE and WBE goals will be subject to fines and penalties.

City Schools 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. City Schools, in its capacity as the contracting authority, may also grant exceptions and waivers with respect to the MBE/WBE requirements as it deems appropriate.

X. SUBMISSION REQUIREMENTS

The Entity must be in good standing with the State of Maryland, the City, and the U.S. Department of Housing and Urban Development (HUD). The following provides guidance on what the response must contain and how it must be organized. The purpose of this information is to establish the requirements, order and format for responses, and to ensure the proposals are complete, include essential information and can be fairly evaluated. Entities are requested to avoid duplicative materials and redundancies in the response.

Each Proposal must include a Table of Contents, and all pages in the Proposal must be numbered consecutively from beginning to end and separated by tabs as described below:

I. Letter of Interest

Proposals are to be accompanied by a brief Letter of Interest prepared on the Entity's letterhead and signed by an individual who is authorized to commit the Entity to the services and requirements in the CFP and Proposal. This letter of interest shall include:

1. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the Entity to the contract, and who will receive all official notices concerning this CFP.
2. The Entity's Federal Tax Identification Number or Social Security Number.
3. A brief statement of the Entity'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 eighty (180) days.
5. Acknowledgement of all Addenda to this CFP.

II. Project Description Entities must provide a preliminary conceptual vision for how they would approach the redevelopment of the property. The response can be in narrative form and can include preliminary illustrations or plans.

III. Budget and Financing

- A. Fund Pre-Development Costs:** The Entity's development team will be expected to identify and secure all necessary pre-development financing. There should be no expectations that the City or City Schools will provide pre-development financing or subsidy.
- B. Financing Plan:** The Entity will be required to provide a financial analysis and plan of the costs required to undertake development, as well as potential sources and uses and recommendations to leverage funds. The plan is expected to be developed in conjunction with the development plan and market analysis. The financing plan must demonstrate a sensitivity and approach in using private funds, public funds, if available, and resources in the most efficient manner.
- C. Budgets and Pro-Formas:** The Entity must provide estimated development budgets including hard costs, soft costs and contingencies for the overall development and delineate any escalation factors that may be required.
- D. Financing Application(s):** The Entity must prepare all applications necessary and use its best efforts to obtain all financing necessary to implement the development plan in a timely fashion, which may include, but not be limited to, various tax credits, tax-exempt bonds, state and local funds, and private debt.

- E. Leverage Public and Private Resources:** The selected Entity will be responsible for securing federal, state, local and private financing necessary to implement the project and for maximizing these resources through a variety of partners and partnerships.
- F. Guarantees:** The Entity will be required to provide all necessary operating and financing guarantees.
- G. Accounting/Financing:** The Entity must maintain accounting records and ensure that project financing is available at the appropriate times and utilized in the appropriate manner.
- H. The Entity must describe how the Entity will pursue financing for the redevelopment effort and leverage resources including:**
 - 1. Providing a development budget indicating the estimated costs of redevelopment of the site. This budget should include the lease offer to City Schools as well as the estimated “hard” and “soft” costs for the actual project. Disclosures of terms and sources for all debt must be included. A commitment letter may be required from a lending institution. If the project anticipates such sources of funding as foundation grants, corporate gifts, or governmental program funds, provide a summary of the source funds that includes a timetable of when applications are available and when awards are made. In addition, Entity must describe the applicability of the project to the goals of the funding source. Please note that the City is not likely to provide cash subsidies and that City Schools will not provide cash subsidies.
 - 2. Providing a summary of the assumptions on which these estimates are based, such as previous comparable projects or estimates provided by contractors.
 - 3. Providing a Sources and Uses Statement identifying the estimated amount of debt and equity financing by source, acquisition price, and “hard” and “soft” costs.
 - 4. Providing a project timeline. Be sure to indicate any revisions to existing governing regulations for the site, such as zoning that would be required to carry out the proposed development. Please include the time required to seek such amendments in the design portion of the timeline.
 - 5. Including an answer to the following question: What, if any, public benefits are you seeking, including but not limited to road improvements, etc.?

IV. Developer Capacity

- A.** Each proposal must list one reliable and easy-to-reach contact for the development team.
- B.** List names of your development team and describe the role, experience, and capacity of each (including architects, contractors, construction managers, real estate brokers, marketing, etc.). Briefly describe the staff positions and qualifications of those individuals who would carry out the redevelopment. Describe any existing commitments that would impact your ability to implement the project immediately.
- C.** Describe the firm size, number of employees, and a description of type, location, scheduled completion, and dollar value of the projects in the pipeline.
- D.** Provide an organizational chart of the development team. All entities that comprise the team must be identified, including consultants, contractors, and attorneys, indicating their specialization(s), specific contribution to the team, and whether they are an M/WBE business. Please provide information on the development team’s prior experience working together.

- E.** Provide resumes of the project team including, if applicable, architect, engineers of all appropriate disciplines, contractor and/or construction manager, marketing agent and property management firm. Resumes should include a description of experience and completed projects that the reviewers may visit.
- F.** Indicate whether the Entity or any team member has ever been terminated from a contract and, if so, describe the circumstances and outcome.
- G.** Indicate whether the Entity or any team member has ever sued or been sued by a city and, if so, describe the circumstances and outcome.
- H.** Indicate whether the Entity has ever been debarred by any local, state, or federal agency, and if so, describe the circumstances and outcome.
- I.** Please provide a list of all projects the Entity or any team member has completed/worked on for City Schools or the City.
- J.** Provide a narrative statement describing the previous experience of the Entity and development team. Provide specific information on projects that are similar in scale and character to the proposed development including the nature and dollar value of each project, the project manager's name, and the contact information from at least one participating lending institution. Emphasize any exceptional or unique qualifications of the Entity.
- K.** Attach the three most recent years audited or certified public accountant ("CPA") prepared financial statements from each member of the development team who will be providing guarantees in connection with the development and operation of the project. The financial statements must include the most current year for which audited, or CPA prepared financial statements are available. The statements must include an income statement as well as a balance sheet showing assets, liabilities and net worth of the entity. Financial statements and bank references may be sent via email. Additionally, submit one bank reference for the Entity.
- L.** Provide a statement indicating how the Entity will honor all financial guarantees, should the need arise.
- M.** Provide evidence of insurability. The selected Entity shall maintain for the duration of the contract(s), at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the performance of the work by the vendor, its agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.
- N.** Please provide a bank or similar type of reference showing all insurance to be written up for the limits of liability outlined in Section 17, Article 9.
- O.** In addition to the bank reference, five (5) references must be submitted for the Entity. References that are relevant to the scope of work as anticipated in this CFP including one from a public sector entity and four from among the following entities are required:
 - 1.** Construction and Permanent Lenders,
 - 2.** LIHTC, New Markets or Comparable Investor,
 - 3.** General Contractor on a comparable development,
 - 4.** State Housing Finance Agency, if available, or
 - 5.** Community Group that worked with the Entity on a specific project.

- i. Complete the Owned Property Disclosure questions. Include all properties owned or managed by the development entity and any principal with at least a 10 percent interest in the development entity.

V. Community and Economic Inclusion

Please summarize any local hiring activities that may lead to workforce opportunities for at-risk city residents.

VI. Minority and Business Enterprise Participation

- A. Provide a commitment to comply with the MBE/WBE commitments as specified by City Schools. See City Schools Policy DJA RA for forms and more information.
- B. Indicate any additional steps that will be taken by the development team to maximize minority participation in the various stages of development, operations and employment when the project is completed.
- C. Provide the name and contact information of the individual responsible for adherence to MWBE participation goals.

VII. Community Participation

Describe how the team will involve the community in the planning and implementation of redevelopment activities. The response must include a discussion of the approach and methods your team will utilize to assure meaningful participation by the residents of the neighborhood, community stakeholders, and local government entities in the planning and implementation of the project. If applicable, describe how your project will satisfy any statutory inclusionary housing requirements.

XI. EVALUATION CRITERIA

City Schools will evaluate all proposals using a qualitative review process based on documented strengths and weaknesses. A review panel will assess each proposal in alignment with the criteria outlined below.

A. Quality of Development Concept

The panel will assess the overall vision and alignment of the proposed development with the neighborhood context, including:

- Scope, compatibility, and quality of the proposed development.
- Quality and integrity of proposed construction methods.
- Architectural design and its harmony with the surrounding community.
- Aesthetic considerations of interior layout and finishes.

B. Project Feasibility

The panel will consider the practical achievability of the project, based on:

- Economic viability and soundness of financial assumptions.
- Project timeline and deliverability.
- Presence of regulatory challenges and plans for resolution.
- Strength of financing plan, including creative approaches that reduce risk, enhance benefits to the City, or accelerate outcomes.

C. Developer Capacity and Experience

The panel will examine the capacity of the respondent to deliver, based on:

- Track record with similar developments in size and complexity.
- Past success in working with public agencies and communities.
- Demonstrated access to or possession of financial resources necessary for execution.

D. Benefits to the City

The panel will assess direct and indirect contributions to the City, such as:

- Financial contributions and reduced need for City subsidy.
- Job creation, housing development, and fulfillment of public priorities.
- Responsiveness to citywide goals such as inclusionary housing or community services.

E. Benefits to the Community

The panel will consider community-specific impacts, including:

- Support of ongoing revitalization or enhancement of residential values.
- Level of community backing.
- Fit with neighborhood plans and sensitivity to community needs.

F. Economic and Community Inclusion

Proposals should demonstrate a commitment to inclusive development practices by:

- Detailing MBE/WBE participation and outreach efforts.
- Listing minority- and women-owned firms engaged in the project.
- Describing strategies to broaden economic participation and offer meaningful community engagement.

G. Educational Component

If applicable, proposals will be reviewed for how well they:

- Incorporate and respond to any educational specifications or priorities provided.

XII. AWARD PROCEDURES

City Schools in coordination with C&W will review each CFP. The evaluation will be based on information submitted and any related information that staff may discover in analyzing or verifying information submitted in the response or subsequently requested. Based on this evaluation, City Schools will determine whether the Entity is qualified and suitable for next steps toward an award. However, City Schools, in its sole discretion, reserves the right to request additional information from Entities; to issue the CFP at a later date or to enter directly into an Exclusive Negotiating Privilege with a qualified Entity, as described in more detail below.

A. Eligibility for Award

In the event that City Schools determines that it has received one or more proposals which, at the sole determination of City Schools, are deemed feasible, City Schools may make an award for the property under the terms of this CFP. In this event, the selected Entity may be awarded the

opportunity to enter into an Exclusive Negotiating Privilege with the City Schools. In order to be eligible for such an award, the proposal must be responsive to the CFP. Responsive proposals follow all guidelines established herein for preparation and submission and achieve goals stated within this CFP.

B. Community Presentations

Entities selected by the review panel may be asked to make a community wide presentation. City Schools in coordination with C&W will work collaboratively with the Department of Planning and all of the affected community groups to organize the logistics and format of this presentation. City Schools in coordination with C&W will conduct a survey of community stakeholders to provide input for the CFP panel review. Impacted community association(s) may, at its/their sole discretion, governed by its/their own rules and by-laws if any and in any format of its/their choosing, provide City Schools with a recommendation regarding the award of the site. While we welcome and encourage input and feedback some ideas will not be implemented for various reasons such as educational specifications, size constraints, historic restrictions, etc.

C. Review Panel

City Schools will designate a Review Panel for evaluating the proposals. The size and composition of the Review Panel is the sole responsibility of City Schools. The Review Panel shall have the opportunity to review all written materials and may request additional written materials or oral presentations from any or all Entities. Local community associations and other parties may be asked to provide their recommendations to the Review Panel. The Review Panel will recommend a selected Entity to the Baltimore City Board of School Commissioners.

D. Finalist Round

City Schools may, at its sole discretion and as part of the evaluation process, enter into negotiations with highest ranked proposers and invite “best and final offers” as deemed in the best interest of City Schools. City Schools may ask the Entities to respond to additional questions and provide additional information. However, City Schools is not obligated to negotiate, and may make the award based on the initial evaluation or negotiated “best and final offers” as determined by and at City Schools sole discretion and in City Schools’ best interest. Entities are advised not to prepare their proposal on any assumption that negotiations will take place. Entities are advised to respond in full at the time of proposal submission.

E. Notification

Official notice of award will be sent by email and followed by U.S. Mail to the address and contact person listed in the online application. Entities who are not selected will be similarly notified by email, followed by U.S. Mail after a selected Entity has been offered and accepted the Exclusive Negotiating Privilege for the site.

F. Right to Protest

Any Entity who responds to a solicitation and is aggrieved in connection with the solicitation or notice of intent to award a contract may protest to the City Schools. The protest shall be submitted, in writing, within five (5) business days after the basis for protest is known or should have been known, whichever is earlier in accordance with the provisions of the City Schools Administrative Regulations visible on the City Schools web site www.baltimorecityschools.org.

G. 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 Entity agrees not to disclose or knowingly use any confidential or proprietary information of the Baltimore City Schools, the City of Baltimore and/or third-party participant.

Entities are notified that City Schools has unlimited data rights regarding Proposals submitted in response to this solicitation. "Unlimited data rights" means that City Schools has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by the Entity in response to this or any solicitation issued by City Schools. City Schools will exempt information that is confidential commercial or financial information of an Entity, as defined by the Maryland Public Information Act ("MPIA"), Title 4 of the General Provisions Article of the Maryland Annotated Code. It is the responsibility of the Entity to clearly identify each part of its Proposal that is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with one-inch, bold face letters stating the words "confidential" or "proprietary". The Entity agrees that any portion of the Proposal that is not stamped as proprietary or confidential is not proprietary or confidential. As a condition for City Schools keeping the information confidential, the Entity must agree to defend and hold City Schools harmless if any information is inadvertently released. Each Entity must submit a proprietary and confidential redacted copy of its Proposal to be used in responding to MPIA requests. However, and in accordance with the MPIA, Entities are hereby notified that every portion of the Proposal may still be subject to disclosure under the MPIA.

XIII. NEGOTIATIONS AND SALE PROCESS

A. Exclusive Negotiating Privilege

Upon selection, City Schools may issue an Exclusive Negotiating Privilege (ENP) for a period of ninety (90) days to the selected Entity setting out specific requirements and deadlines for fulfilling the requirements of this CFP. During this period, all capital for this project should be determined. The selected Entity will have seven (7) days in which to return the signed ENP and provide a non-refundable fee of One Thousand Dollars (\$1,000) in the form of a certified check made payable to 'Director of Finance'. If negotiations have not been completed within ninety (90) days of executing the ENP, the ENP may expire. City Schools may choose to extend that time period if, in the view of City Schools, negotiations are proceeding satisfactorily. Should the parties fail to agree upon a contract within the time frames established by the ENP, City Schools, at its sole discretion, may cancel negotiations with the selected Entity. City Schools may choose to enter into negotiations with another Entity, accept new proposals, or cancel the CFP.

B. Right-of-Entry

Upon selection, City Schools may issue a Right-of-Entry to the selected Entity. Under the Right-of-Entry, the selected Entity, its employees, agents, and representatives may enter the property for the purposes of carrying out environmental baseline analysis for hazardous materials, site surveys, plats and re-subdivisions as applicable, soil boring data and analysis, analysis of the structure, architectural and engineering studies for proposed rehabilitation, and other relevant activities. Prior to the execution of the Right-of-Entry, the Entity will be required to provide evidence of insurance coverage.

C. Agreement and Board of Estimates Approval

Within ninety (90) days following the successful conclusion of negotiations under the ENP, City Schools may enter into an agreement setting forth the terms and conditions of sale or lease and development of the site, including construction timeline. The final acceptance of any proposal and disposition of the property through an agreement is subject to the approval of the Baltimore City Board of School Commissioners (the “Board”). City Schools and the developer can proceed to settlement only after approval of the agreement by the Board. The agreement will contain provisions whereby City Schools has the right to intervene in the event the developer does not satisfy terms of the agreement including reversions of the title of property to the City Schools. Additionally, depending on the structure of the proposal, certain proposals or parts of the proposal may require a Land Disposition Agreement (LDA). If an LDA is required then the final acceptance of any proposal and disposition of the property must get approval of the Board of Estimates of Baltimore City. In this case, City Schools and the selected Entity can proceed to settlement only after approval of the agreement by the Board of Estimates of Baltimore City. The agreement will contain provisions whereby the City has the right to intervene in the event the developer does not satisfy terms of the agreement including reversions of the title to the property to the City.

D. Development Oversight

The selected Entity must agree to the review and guidance of City Schools, and the City in the preparation of plans for rehabilitation in conformance with this CFP, the Zoning Ordinance standards as applicable, and other applicable codes and ordinances of the City.

XIV. RIGHTS RESERVED

- A.** City Schools reserves the right in its sole discretion to recommend the award related to this CFP based upon the written proposals received by City Schools without prior discussion or negotiation with respect to those proposals. All portions of this CFP will be considered to be part of the agreement, and/or if applicable, the LDA, and will be incorporated by reference. Any agreement and/or LDA awarded in connection with the CFP will be subject to approvals as required by the Chief Legal Office of Baltimore City Schools including approval of the Baltimore City School of Board Commissioners, and if applicable by the Baltimore City Law Department, including final approval by the Board of Estimates of Baltimore City.
- B.** As part of the evaluation process, City Schools specifically reserves the right to review and approve the drawings, plans, and specifications for redevelopment with respect to their conformance with the goals and requirements of this CFP.
- C.** City Schools also reserves the right to refuse to approve any such drawings, plans, or specifications that are not suitable or desirable, in its opinion, for aesthetic or functional reasons. In so passing upon such drawings, plans, and specifications, it shall have the right to take into consideration, but shall not be limited to, the suitability of the site plan, architectural treatment, building plans and elevations, materials and color, construction details, access, parking, loading, landscaping, identification signs, exterior lighting, refuse collection details, street, sidewalks, and the harmony of the plan with the surroundings.

CFP 2025

- D. City Schools reserves the right (at its sole discretion), to accept or reject any and all proposals received as a result of this CFP, to waive minor irregularities, and to conduct discussions with all responsible Entities in any manner necessary to serve the best interest of City Schools and as applicable, the City.
- E. City Schools reserves the right to request additional information from any or all Entities if necessary to clarify statements or data contained in the proposals.
- F. City Schools reserves the right to reject any proposal as a result of misrepresentation of any information contained in the proposal, including but not limited to representations made in Exhibit B.

XV. ADMINISTRATIVE INFORMATION

The issue date of this CFP is Friday, April 29, 2025.

This CFP is issued by: Baltimore City Public Schools in coordination with Cushman & Wakefield

A. Pre-Proposal Conference

An CFP Pre-Proposal Conference will be held on Friday, April 29, 2025, from TBDpm -TBDpm. Virtual conference call details will be posted at a later time. If special accommodations are required to participate in the conference, please email michael.denise@cushwake.com at least two (2) business days in advance.

B. Questions and Inquiries

Written questions and inquiries will be accepted from Entities but must be submitted by June 11, 2025. Questions and Answers will be posted on the City Schools website no later than June 19, 2025. Please email questions to michael.denise@cushwake.com.

C. Revisions and Addenda

Should it become necessary to revise any part of this CFP or provide additional information necessary to adequately interpret the provisions and requirements of this CFP, an Addendum to the CFP shall be provided to all Entities who attend the Pre-Proposal conference and provided their contact information. City Schools will also appropriately update the web version of the CFP should any such revision or addenda be necessary. Because C&W/City Schools may not have contact information for Entities who choose to acquire the CFP from the City Schools website, it is recommended that such entities review subsequent postings periodically to maintain current information about the offering.

D. Deadline

The deadline for receipt of proposals is Tuesday, June 24, 2025, by 5pm. Proposals will be dated and timed upon submission and an email confirmation will be provided. City Schools and C&W will not accept proposals after the deadline. All proposals must be received via email at the C&W email michael.denise@cushwake.com. It is the Entity's sole responsibility to ensure that the proposal is in the possession of the issuing office by the deadline.

E. Duration of Proposal Offer

A Proposal submitted in response to this solicitation is binding upon the Entity and is considered irrevocable for a minimum of 45 days following the closing date for receipt of initial Proposals or the closing date for receipt of a best and final offer, if applicable.

F. CFP Additional Details

- a. Incurring Expenses: Neither City Schools nor the City shall be responsible or pay for any cost(s) incurred by any Entity in preparing and submitting a proposal or requested supplemental information in response to the CFP.
- b. Public Information Act Notice: City Schools and C&W commit to handling all information regarding financial assets and holdings of Entities in strictest confidence. Entities should give specific attention to identifying any additional portions of their proposals that they deem to be confidential, proprietary or trade secrets and provide any justification why such material should not be disclosed by City Schools or C&W under the Maryland Public Information Act SS 1-601 et seq. of the State Government Article, Annotated Code of Maryland upon request by the public.
- c. Compliance with the Law: By submitting an offer in response to this CFP, the Entity selected for award agrees that it will comply with all Federal, State, and City laws, rules, regulations and ordinances applicable to its activities and obligations under this CFP.

G. Property Details and Site Inspection Dates

Canton Middle School

Parcel ID Number: Ward/Map – 26; Section – 07; Block – 6451; Lot – 001

Address: 801 S Highland Ave, Baltimore, MD 21224

INSPECTION DATES:

- Tuesday, May 27, 2025
- Thursday, May 29, 2025

XVI. GENERAL INFORMATION

A. 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 Entity agrees not to disclose or knowingly use any confidential or proprietary information of the Baltimore City Schools, the City of Baltimore and/or third-party participant.

Entities are notified that City Schools has unlimited data rights regarding Proposals submitted in response to this solicitation. “Unlimited data rights” means that City Schools has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by the Entity in response to this or any solicitation issued by City Schools. City Schools will exempt information that is confidential

commercial or financial information of an Entity, as defined by the Maryland Public Information Act (“MPIA”), Title 4 of the General Provisions Article of the Maryland Annotated Code. It is the responsibility of the Entity to clearly identify each part of its Proposal that is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with one-inch, bold face letters stating the words “confidential” or “proprietary”. The Entity agrees that any portion of the Proposal that is not stamped as proprietary or confidential is not proprietary or confidential. As a condition for City Schools keeping the information confidential, the Entity must agree to defend and hold City Schools harmless if any information is inadvertently released. Each Entity must submit a proprietary and confidential redacted copy of its Proposal to be used in responding to MPIA requests. However, and in accordance with the MPIA, Entities are hereby notified that every portion of the Proposal may still be subject to disclosure under the MPIA.

B. State of Maryland Certificate of Good Standing

Entities shall submit a State of Maryland Certificate of Good Standing or other State of Maryland issued documentation verifying the Entity is in Good Standing with the Department of Assessments and Taxation of Maryland and/or registered to do business in the State of Maryland. The Maryland Certificate of Good Standing must be issued no later than sixty (60) days prior to the Proposal Due Date. If the Certificate of Good Standing contains a minor irregularity, the Entity will be allowed five (5) business days to cure the minor irregularity or be determined non-responsive. Certificates of Status may be obtained online by visiting the following website: <https://egov.maryland.gov/BusinessExpress/>

This requirement applies to both Domestic and Foreign (out of state) Entities. Foreign entities should contact the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 at 888-246-5941, to determine and apply for the appropriate documentation.

XVII. CITY SCHOOLS GENERAL ARTICLES

City Schools plans to enter into a contractual agreement with the Entity, subject to these CFP terms. The Contract between City Schools and the Entity shall include the City Schools General Articles, which includes, but is not limited to, the provisions below, unless modified in writing by City Schools.

ARTICLE 1. ENTITY’S RESPONSIBILITIES

- A.** The Entity shall furnish all personnel, materials, products, supplies, equipment, tools, services, and facilities necessary to provide the Services and perform the obligations set forth in the Agreement. All Services required by the Agreement shall be submitted to the City Schools Project Monitor according to the kinds and dates indicated in the Agreement. City Schools has relied upon the professional ability and training of the Entity as a material inducement to enter into the Agreement. The Entity hereby agrees that all of its Services shall be performed in a professional and workmanlike manner, through qualified and appropriately trained personnel, and consistent with the highest industry standards in compliance with Law—it being understood that acceptance of the Services by City Schools shall not operate as a waiver or release of the Entity’s obligations.

- B. The Entity certifies that all information that the Entity has provided or will provide to City Schools is true and correct and can be relied upon by City Schools in awarding, modifying, making payments, or taking any other action with respect to the Agreement, including resolving disputes. Any false or misleading information is a ground for City Schools to terminate the Agreement for cause and/or pursue any other appropriate remedy. The Entity certifies that the Entity's accounting system conforms to generally accepted accounting principles, is sufficient to comply with the Agreement's obligations, and produces reliable financial information.
- C. The Entity acknowledges and agrees that time is of the essence with respect to its obligations under the Agreement, and that prompt and timely performance of all such obligations, including conformance with all timetables and other requirements of the Agreement, is strictly required.
- D. The Entity shall obtain all authorizations, licenses, and/or permits necessary for performance of the Services required under the Agreement. In the event the Services to be performed by the Entity must by Law be provided by individuals who are licensed and/or certified to provide certain Professional Services, the Entity shall only assign individuals to perform Services under the Agreement who are licensed and/or certified in accordance with applicable Law, and all such individuals shall maintain their license and/or certification in good standing (not under review or subject to suspension) during the entire term of the Agreement. "Professional Services" for the purpose of the Agreement shall mean any service provided by a licensed, certified, or otherwise documented professional. Upon request by City Schools, the Entity shall promptly submit documentation to the City Schools Project Monitor that the individuals assigned to provide Professional Services under the Agreement are properly licensed and/or certified.
- E. Whenever the Entity has knowledge of an actual or potential situation (including but not limited to labor disputes or a force majeure event or circumstance) delaying or threatening to delay the timely performance of the Services under the Agreement, the Entity shall promptly give written notice, including all relevant information, to the City Schools Project Monitor.
- F. The Entity shall comply with all Laws, as well as all applicable City School safety requirements. This obligation includes, but is not limited to, Baltimore City Board of School Commissioners Policies JBA, *Nondiscrimination – Students*; JBB, *Sex-Based Discrimination – Students*; ACA, *Nondiscrimination – Employees and Third Parties*; ACB, *Sex-Based Discrimination – Employees and Third Parties*; ACD, *ADA Reasonable Accommodations*; and ADA, *Equity*, and the accompanying administrative regulations, which prohibit discrimination based on actual or perceived race, ethnicity, color, ancestry, national origin, nationality, religion, sex, sexual orientation, gender, gender identity, gender expression, marital status, pregnancy or parenting status, family structure, ability (cognitive, social/emotional, and physical), veteran status, genetic information, age, immigration or citizenship status, socioeconomic status, language, or any other legally or constitutionally protected attributes or affiliations. Consistent with these Laws, the Entity will not discriminate against any of its employees or applicants for employment because of the actual or perceived personal characteristics listed above. The Entity will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to these actual or perceived personal characteristics. In addition, the Entity agrees to provide such accommodations as are required under Law, including but not

limited to the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973.

- G. The Entity shall provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988 and its implementing regulations, and the Baltimore City Board of School Commissioners Policy ADC and Administrative Regulation ADC-RA, *Smoke and Vape-Free School Environment*.
- H. City Schools is tax exempt as a governmental entity. The Entity shall be responsible for all federal and/or state tax, and Social Security liability that may result from the performance of its Services. City Schools assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the Entity, to its employees, agents, affiliates, or subcontractors by reason of the Agreement.

ARTICLE 2. SUBCONTRACTORS

Services performed under the Agreement shall not be subcontracted without advance written approval of the Director of Procurement; nor shall any substitution of subcontractors be made without such advanced approval in writing. Sub-processors and third-party vendors shall be considered subcontractors for the purposes of this Agreement. The Entity shall include provisions in its subcontracts requiring its subcontractors to comply with the Agreement, to indemnify, defend, and hold harmless City Schools, and to provide insurance coverage for the benefit of City Schools, in a manner consistent with the Agreement. The Entity also shall cause its employees, agents, affiliates, and subcontractors to comply with the Agreement and adopt such review, audit, and inspection procedures as are necessary to assure such compliance.

ARTICLE 3. TERMINATION

A. Termination for Convenience

- 1. The Agreement may be terminated in whole or in part by City Schools whenever the Chief Executive Officer, or an authorized designee, determines that such termination is in City Schools' best interest. Any such termination shall be effected by delivery of a notice of termination to the Entity, at least ten (10) business days prior to the termination date. The notice of termination shall specify the extent to which performance shall be terminated and the date upon which such termination becomes effective.
- 2. The Entity shall be entitled to receive just and equitable compensation for any Work completed prior to termination, as determined by City Schools in good faith, but no amount shall be allowed for anticipated profit on unperformed Work. All finished and unfinished deliverables, documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Entity under the Agreement shall become the property of City Schools.

B. Termination for Cause by City Schools

- 1. If, through any cause (other than a force majeure), the Entity fails to fulfill in a timely manner its obligations under the Agreement, or if the Entity violates any of the covenants, agreements, or stipulations of the Agreement (hereinafter a "Default"), City Schools shall have the right to terminate the Agreement, in addition to City Schools' remedies in the Agreement and all other rights available at law or in equity. Such termination shall be

effected by City Schools delivering a written notice of termination to the Entity, which notice may, in the sole discretion of City Schools, provide for a period of up to thirty (30) days for the Entity to cure the Default. If City Schools provides for an opportunity to cure the Default and the Default is not remediated within the specified period, as determined by City Schools, City Schools shall issue a final notice of termination specifying the effective date of such termination. To the extent permitted under applicable Laws, a bankruptcy or bankruptcy event shall be deemed grounds for a termination for cause.

2. A termination for cause is a termination for convenience if the termination for cause is later found to be without justification.
3. The Entity shall be entitled to receive just and equitable compensation for any Work completed prior to termination, as determined by City Schools in good faith, but no amount shall be allowed for anticipated profit on unperformed Work. All finished and unfinished deliverables, documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Entity under the Agreement shall become the property of City Schools.
4. Notwithstanding the foregoing provisions, the Entity shall not be relieved of liability to City Schools for damages sustained by City Schools by virtue of any breach of Agreement by the Entity for the purposes of set off, until the exact amount of said damages is ascertained.

C. Termination for Cause by the Entity

1. If, through any cause (other than force majeure), City Schools is in breach of the Agreement and has not cured such breach within thirty (30) days of written notice from the Entity specifying the same, the Entity shall have the right to immediately terminate the Agreement. Such termination shall be affected by delivering a notice of termination to the Director of Procurement specifying the effective date of such termination.

ARTICLE 4. NON-APPROPRIATION

If the term of the Agreement, or any Agreement extension, extends beyond the end of the City Schools fiscal year (July 1 to June 30) in which the Agreement was awarded or extended, and the approved City Schools budget for the subsequent fiscal year does not appropriate sufficient funds that may be utilized for the Agreement, the Agreement shall no longer be in force and effect upon the expiration of the current fiscal year funding. In this event, upon expiration of the current fiscal year funding, City Schools shall have no liability to pay any funds whatsoever to the Entity or to furnish any other consideration under the Agreement, and the Entity shall not be obligated to perform any further Services under the Agreement. If the approved City Schools budget for the subsequent fiscal year reduces funding available for the Agreement, City Schools shall have the option, in its sole discretion, to cancel the Agreement with no liability occurring to City Schools, or offer an amendment to the Agreement to the Entity reflecting the reduced amount, which the Entity may accept in lieu of termination.

ARTICLE 5. INTEGRITY, ETHICS, AND CONFLICTS OF INTEREST

- A. Except as authorized under Baltimore City Board of School Commissioners Policy BCA, *Code of Ethics* ("Board Policy BCA"), the Entity is prohibited from using the services of City Schools employees or officials (including members of the Baltimore City Board of School

Commissioners) to provide its Services under the Agreement. Former employees or officials may be used, provided that a 12-month period has elapsed since their last employment at City Schools. A former City Schools employee or official, may not assist or represent the Entity for compensation in any case, controversy, dispute, contract, or other specific matter involving City Schools, if that case, controversy, dispute, contract, or other specific matter is one in which the former employee or official significantly participated as an employee or official.

- B.** No official or employee of Maryland, Baltimore City, or City Schools shall personally benefit from or receive any money as a result of the Entity providing its Services pursuant to the Agreement.
- C.** The Entity hereby declares and affirms that, to its best knowledge, none of its officers, directors, partners, employees, agents, affiliates, or subcontractors directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any Law.
- D.** The Entity agrees to review and at all times abide by Board Policy BCA. In addition, the Entity shall have an affirmative obligation to disclose in writing to the Director of Procurement any actual or potential conflicts of interest as identified in Board Policy BCA, and neither the Entity nor any of its officers, directors, partners, employees, agents, affiliates, or subcontractors shall take any action that they know or should have reason to know would result in any City Schools official or employee violating Board Policy BCA.
- E.** The Entity certifies that it has not employed or retained a third-party selling agency or any person, other than an employee of the Entity, to solicit or secure the Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

ARTICLE 6. PUBLICATION AND PUBLICITY

City Schools may, in its sole discretion, make the Agreement publicly available on the City Schools website or otherwise, subject to the redaction of confidential and proprietary information, as set forth in the Maryland Public Information Act, Md. Code Ann., General Provisions, Title 4. The Entity shall not, without consultation and consent by City Schools, (i) originate any report, annual report, publication, presentation, publicity, newsletter, news release, or other announcement or statement, written or oral, relating to the Agreement or any results achieved pursuant to the Agreement (hereinafter "Publication"), unless such Publication is required by applicable Law; or (ii) use any names, trademarks, or logos of City Schools, except as necessary to perform of its obligations under the Agreement. Acceptance of Services under this Agreement does not imply that the City Schools has either adopted or endorsed the Entity or its Services. To the extent that City Schools agrees to any such Publication regarding the Agreement, the Entity shall abide by the following terms:

- A.** The primary purpose shall be to disseminate information about the Services rather than to promote the Entity's accomplishments or knowledge.
- B.** Such Publication shall prominently display or acknowledge City Schools' support and include the following disclaimers: (i) the contents of this publication do not necessarily reflect the views or

policies of City Schools; and (ii) the mention of trade names, commercial products, or organizations does not imply endorsement by City Schools.

C. The Entity shall abide by any data-sharing agreement between the Parties.

ARTICLE 7. OBLIGATIONS REGARDING CRIMINAL RECORDS OF INDIVIDUALS ASSIGNED TO WORK IN CITY SCHOOLS FACILITIES

A. Prohibition against assigning registered sex offenders and individuals convicted of sexual offenses, child sexual abuse, and other crimes of violence to work in City Schools facilities

1. Any entity that enters into an agreement with City Schools “may not knowingly employ an individual to work at a school” if the individual is a registered sex offender. Under § 11-722 of the Criminal Procedure Article of the Maryland Code, an entity that violates this requirement is guilty of a misdemeanor and, if convicted, may be subject to up to five (5) years imprisonment and/or a \$5,000 fine.
2. Under § 6-113 of the Education Article of the Maryland Code, a City Schools contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving a sexual offense, child sexual abuse or a crime of violence as defined in § 14–101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14–101 of the Criminal Law Article if committed in Maryland.
3. Under § 6-113.2 of the Education Article of the Maryland Code, any entity that contracts with City Schools to provide services to a school or the students of a school must follow specified screening requirements for hiring employees who will have direct contact with minors, including obtaining documentation regarding whether the individual has ever been disciplined for child sexual abuse or sexual misconduct.
4. The Entity is required to submit documentation, as required by City Schools, confirming that its employees and those of any subcontractors meet the foregoing obligations, as set forth in this Article. In addition, the Entity must confirm that it continues to meet this obligation on an annual basis and/or when there are changes in its workforce that the Entity and/or its subcontractors use to perform the work required by the Agreement.

B. Required criminal background check process for certain individuals in the Entity’s workforce

1. Under § 5-551 of the Family Law Article of the Maryland Code, the Entity shall require that any individuals in its workforce must undergo a criminal background check, including fingerprinting, if the individuals will work in a City Schools facility in circumstances where they have direct, unsupervised, and uncontrolled access to children. In addition, City Schools requires a criminal background check, including fingerprinting, for any individuals in an Entity’s workforce who are provided access to City Schools’ student information systems or who, in fulfilling their obligations under the Agreement, have direct, unsupervised, and uncontrolled access to children either online or in other non-City Schools facilities. The term “workforce” in this and the preceding section refers to all of the Entity’s direct employees,

subcontractors and their employees, and/or independent contractors and their employees that the Entity uses to perform Work required by the Agreement.

2. Fingerprinting for the criminal background check shall be performed by City Schools Office of Human Capital, 200 E. North Ave, Room 110, Baltimore, MD 21202 (Telephone Number: 410-396-8885). Individuals fingerprinted by City Schools will be required to provide written consent, and City Schools will maintain copies of all records for criminal background checks performed by City Schools. If the Entity proposes to use another service to perform the criminal background check, the Entity must obtain prior approval from the Office of Human Capital, and the results must be provided to City Schools for record keeping.
3. The Entity must take appropriate steps to promptly follow up on information identified in the criminal background check related to any sexual offenses, child sexual abuse offenses, and crimes of violence enumerated under the applicable Laws summarized above, as well as any offenses involving distribution of illegal drugs or other controlled substances, or any other criminal information identified by City Schools as warranting further explanation insofar as it may significantly affect the safety and security of City Schools students. If, after following up, the Entity believes that the individual is qualified and should be assigned to provide Services under this Agreement, then the Entity will provide a written summary to City Schools justifying its recommendation. City Schools will rely on the Entity's summary to determine whether to accept the Entity's recommendation, and the Entity will be responsible for any consequences of a material misrepresentation in its written summary.
4. Once the Agreement is executed, the Entity is responsible for initiating the background check process. An individual in the Entity's workforce may not begin work in a City Schools facility on an assignment where the individual will have direct, unsupervised, and uncontrolled access to children, until: (i) the background check results for that individual have been received by City Schools; (ii) the Entity certifies in writing to City Schools that the individual has completed training regarding recognizing, reporting, and preventing child abuse and neglect; and (iv) the individual obtains a City Schools identification badge. The badge will be issued by the Office of Human Capital. Appointments are made by calling 410-396-8885. The Entity will be required to return all badges at the conclusion of the Agreement.
5. The criminal background check and badging process will be at the Entity's expense.

ARTICLE 8. INDEMNIFICATION AND LIABILITY

- A. The Entity is responsible for any loss, personal injury, death, cost, claim, damages (including but not limited to incidental and consequential damages), and other expenses (including attorney's fees and litigation expenses) that may be suffered or incurred by reason of, or occasioned wholly or in part by, the Entity's negligence, its performance or failure to perform any of its obligations under the Agreement, or its violation of any applicable Law. For purposes of this Article, the negligence of employees, agents, affiliates, or subcontractors of the Entity is deemed to be the negligence of the Entity. In addition, the Entity must defend, indemnify, and hold City Schools harmless from and against: (i) any claim (including but not limited to an enforcement action by any federal, state, or local agency) arising from or related to any loss, personal injury, death, cost,

claim, damages (including but not limited to incidental and consequential damages), and other expenses (including but not limited to attorney's fees and litigation expenses) that may be suffered or incurred by reason of, or occasioned wholly or in part by, the Entity's negligence, its performance or failure to perform any of its obligations under the Agreement, or its violation of any applicable Law; (ii) any claims, costs, and/or losses whatsoever occurring or resulting from: (a) the Entity's failure to pay any compensation, wages, benefits, or taxes; (b) the supplying to the Entity of Services in connection with or in support of the performance of the Agreement; and (iii) any claim that the Services delivered or otherwise provided to City Schools under the Agreement infringe, violate, dilute, or misappropriate any patent, copyright, trademark, or other intellectual property right.

- B.** In the event of any intellectual property infringement, violation, dilution, or misappropriation claim, or if the Entity becomes aware of the possibility of such a claim, the Entity shall, in its discretion, within sixty (60) days: (a) furnish City Schools with non-infringing replacement of its Services which are functionally equivalent in all material respects to City Schools' satisfaction; (b) modify the applicable Services so that they become non-infringing but functionally equivalent in all material respects to City Schools' satisfaction; (c) obtain for City Schools the right to use such Services upon commercially reasonable terms, subject to adjusted payment obligations on the part of City Schools if such terms differ from those set forth in the Agreement; or (d) if and only if (a) – (c) are commercially impracticable, terminate the Agreement in whole or in part and refund to City Schools the fees received for such Services that are the subject of such a claim.

- C.** In any action or proceeding brought against City Schools by reason of this Article, the Entity must reimburse City Schools the cost of defending such action or proceedings, or upon City Schools' written demand and at the Entity's sole cost and expense, the Entity must defend such action and proceeding by counsel approved by City Schools.

- D.** For the purposes of this Article, City Schools includes the Baltimore City Board of School Commissioners, and its officers, officials, agents, employees, and volunteers, as well as the City of Baltimore and any charter school operators, if applicable. Nothing herein or any other provision of the Agreement shall be construed to abrogate, impair, or waive any defense, liability or damages limitation, or governmental immunity of City Schools pursuant to Law, or otherwise. In addition, nothing herein or any other provision of the Agreement shall be construed to require City Schools to defend, hold harmless, indemnify, or pay any expenses (including but not limited to attorney's fees and litigation expenses) to the Entity. The Entity expressly understands and agrees that any performance bond or insurance protection required by the Agreement, or otherwise provided by the Entity, shall in no way limit its responsibility under the Agreement to defend, indemnify, and hold harmless City Schools.

- E.** NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, THE ENTITY'S SERVICES PROVIDED HEREUNDER; HOWEVER, THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY TO THE INDEMNIFICATION PROVISIONS OF THIS ARTICLE. NO OTHER DISCLAIMER OR LIMITATION OF LIABILITY SHALL BE APPLICABLE TO SERVICES PROVIDED BY THE ENTITY UNDER THE AGREEMENT.

- F. Notwithstanding anything in the Agreement to the contrary, this Article shall survive the termination of the Agreement.

ARTICLE 9. INSURANCE

- A. The Entity shall be solely responsible for any insurance, including but not limited to general comprehensive liability, worker's compensation, professional liability insurance, and business automobile insurance. The Entity agrees to provide City Schools with certificates of insurance verifying the following minimum coverage:
1. Comprehensive General Liability Insurance: Liability limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for claims arising out of bodily injuries or death, Data Security Breaches and other cyber incidents, abuse and harassment, and property damages, subject to a minimum limit of Three Million Dollars (\$3,000,000.00) aggregate. Such insurance shall include contractual liability insurance.
 2. Comprehensive Business Automobile Liability Insurance: Liability limits of not less than One Million Dollars (\$1,000,000.00) 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 the Agreement.
 3. Worker's Compensation Insurance: Statutory coverage as required by Law.
 4. Professional Liability, Errors, and Omissions Insurance: Liability limit of not less than One Million Dollars (\$1,000,000.00) in the event the Services delivered pursuant to the Agreement, either directly or indirectly, involve or require Professional Services.
- B. The minimum limits of coverage listed above shall not be construed as the maximum as required by the Agreement or as a limitation of any potential liability on the part of the Entity; nor shall failure by City Schools to request evidence of this insurance in any way be construed as a waiver of the Entity's obligation to provide the insurance coverage specified. The Entity must keep this insurance in full force and effect during the term of the Agreement, including all extensions. If coverage is written on a claims made basis, the policy shall be endorsed to provide at least a three-year extended claims reporting provision.
- C. Insurance is to be placed with insurers licensed/approved to do business in the State of Maryland with a Best's rating of no less than A:VII, or if not rated with Best's, with a minimum surplus the equivalent of Best's surplus size VII, unless otherwise approved by City Schools. The Entity's insurance coverage shall be primary. The Baltimore City Board of School Commissioners and its officers, officials, agents, employees, and volunteers shall be covered by endorsement, as additional insureds with respect to liability arising out of activities performed or to be performed by or on behalf of the Entity in connection with the Agreement. The Entity's insurance shall apply separately to each insured against whom a claim is made and/or a lawsuit brought. Any insurance and/or self-insured program maintained by the Baltimore City Board of School Commissioners or its officers, officials, agents, and employees shall not contribute to the Entity's insurance or benefit the Entity in any way.

The Entity shall provide City Schools with certificates of insurance within ten (10) days of execution of the Agreement (or any shorter period of time set forth in the solicitation) evidencing the coverage required above. The certificates shall confirm that the Baltimore City Board of School Commissioners and its officers, officials, agents, and employees have been made additional insureds under the respective insurance policies. The Entity must provide to City Schools at least thirty (30) days written notice of a cancellation of, or a material change to, an insurance policy. The Entity must provide the certificates of insurance before commencing the work covered by the Agreement

ARTICLE 10. GOVERNING LAW AND JURISDICTION

The Agreement shall be governed by and construed in accordance with the laws of Maryland, without regard to conflicts of law provisions. Sole and exclusive jurisdiction for any action or proceedings arising out of or related to the Agreement shall be in an appropriate state or federal court located in Baltimore City, Maryland.

ARTICLE 11. ENTIRE AGREEMENT

The Agreement negotiated between the parties will be binding between the parties and constitute the entire understanding between the Parties regarding the subject matter of the Agreement and will supersede all prior or contemporaneous statements, understandings, and contracts, whether oral or written, between the parties with respect to the subject matter of the Agreement. Any changes and additions thereto shall not become binding upon any party unless they are incorporated into a written amendment signed by the parties. No waiver by either party of any failure to observe or perform any term or condition of the Agreement shall operate as a waiver of such term or condition or of any 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.

ARTICLE 12. SUCCESSORS AND ASSIGNS

The Agreement and all of its provisions shall apply to and bind the authorized successors and assigns of the parties. No assignment or transfer of the Agreement or any part hereof, rights hereunder, or interest herein by the Entity shall be valid unless and until it is previously approved in writing by City Schools and made subject to such reasonable terms and conditions as City Schools may impose. Unless performance is expressly waived in writing by City Schools, an assignment does not release the Entity from responsibility for performance of the Agreement.