

**BALTIMORE CITY**  
**PUBLIC SCHOOLS**

# Call for Proposals for Competitive Selection Process

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2501 SEABURY RD AND 2700 SEAMON AVE BALTIMORE, MD 21225

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

# INSTRUCTIONS TO BIDDERS PREPARING A PROPOSAL

Applicants, please read these instructions and details in conjunction with completing the Baltimore City Public Schools: Southside and Dr. Carter G. Woodson Buildings Call for Proposals (CFP). Proposals must be submitted in accordance with the instructions specified in the CFP. **Proposers 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 bidders who meet the City Schools requirements as defined in the CFP. After reviewing the CFP Instructions and Details, **find the property information and application links below.**

**Issued By:** Office of New Initiatives  
Baltimore City Public Schools  
Sub: Carter G. Woodson/Southside RFP  
200 E. North Ave, Room 319B  
Baltimore, MD 21202  
**Attention:** Caleb Hausman

## **Southside & Dr. Carter G. Woodson Buildings**

**Parcel ID Number:** Ward/Map – 25; Section – 05; Block – 7652; Lot – 001; Block Lot- 7610 009  
**Address:** 2501 Seabury Rd, Baltimore, MD 21225 and 2700 Seamon Ave, Baltimore, MD 21225

**Call for Proposals (CFP) Release Date: August 1, 2025**

**Pre- Proposal Meeting: August 7, 2025**

**Questions Due: August 14, 2025**

**Responses Posted: August 21, 2025**

**CFP Response Deadline: September 15, 2025**

### ***Questions and Proposals should be sent to:***

*Caleb Hausman*

*Email: [chausman@bcps.k12.md.us](mailto:chausman@bcps.k12.md.us)*

*Office of New Initiatives*

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

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## **Exhibits**

- Exhibit A. Facilities Feasibility Study 2012 - Dr. Carter G. Woodson Building
- Exhibit B. Facilities Condition Assessment 2019 - Southside Building
- Exhibit C. CIP Southside and Dr. Carter G. Woodson Buildings 1996-2019
- Exhibit D. Potter’s Field Map Overlay Southside and Dr. Carter G. Woodson
- Exhibit E. City Schools Design Specifications (and related addenda)

## 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 and its agencies including the Department of Housing and Development; **“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 respondent 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](http://www.baltimorecityschools.org/board-policies); and **“Proposal”** means a bid or submission to City Schools in response to this CFP.

## 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, 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

|                        |  |
|------------------------|--|
| <b>Status:</b>         | Purchase, lease or other agreed upon arrangement   |
| <b>Property Type:</b>  | 20.736-acre campus containing 2 School Buildings (with connected HVAC system), one 12- classroom portable, and Land  |
| <b>Current Zoning:</b> | R6, low density row homes  |
| <b>Lot Size:</b>       | Approximately 13 acres for ground lease or sale to Entity (Total acreage of the parcel per PSCP is approximately <b>20.736 acres</b> )<br><br>City Schools is setting aside approximately roughly 321,360 sq. ft. (7.5 acres) for the development of a small high school as part of this project |
| <b>Neighborhood:</b>   | Cherry Hill  |
| <b>Zip code:</b>       | 21225  |

The purpose of this Call for Proposals (CFP) is to identify Entities that have a unique and ambitious vision for one of Baltimore City’s last available waterfront properties. At approximately 21-acres, this property provides more than enough space to be re-imagined. The location offers



the opportunity for scenic views overlooking the Patapsco River and is less than a 10-minute commute to Baltimore’s Inner Harbor. This property sits in a vibrant, historic community originally created for African American veterans returning from World War II. It is a community where investment is already happening. The South Baltimore Middle Branch community is undergoing development, including the expansion of parks and the creation of an 11-mile loop trail connecting South Baltimore neighborhoods to each other and to downtown Baltimore (<https://www.reimaginemb.com/>). The community has also recently been approved to be a Purpose Built Community (<https://purposebuiltcommunities.org/about/>). The ideal Entity would be a capable organization with proven credentials and highly motivated to join these efforts to leave a remarkable legacy for the Cherry Hill 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 community development, including the building or renovation of a new high school facility.

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. Less than a mile from this property, City Schools built two new 21<sup>st</sup> Century schools - Arundel Elementary School (serves grades Pre-k-2) and The Historic Cherry Hill Elementary/Middle School (serves grades 3-8).

**The ideal Entity will be creative in its proposal for a mixed-used vision for the property, which must include an approximately 600-700-seat high school with its facilities and land controlled, managed and operated by City Schools. A successful proposal will include a dedicated space on the property to house the high school and will demonstrate the Entity’s capacity to fund the cost of construction/renovation of the high school 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

City Schools, in partnership with the Baltimore City Department of Housing and Community Development (DHCD), is seeking development teams that are willing to purchase, lease, or other arrangement 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 a new or renovated high school facility that complements neighboring homes, existing assets, and enhances the surrounding community.
- B. Incorporating a marketing plan and capitalizing on existing homeownership incentives and financial products applicable to the neighborhood.
- C. Ensuring that sound market understanding and financial development principles are applied.
- D. In addition to the development of a school, favorable consideration will be given to proposals that provide additional financial returns to City Schools including, but not limited to, lease payments or proceeds of sales, incremental tax revenues, and secondary financial impacts.
- E. Offering opportunities for community input and participation.
- F. Creating opportunities for Minority- and Women-Owned Business Enterprises to participate in the development project.
- G. Implementing the development concept with no subsidy.
- H. Providing community and public space improvements and activities that enhance the project site and the community in accordance with community feedback.



FIGURE 2: SOUTHSIDE BUILDING



FIGURE 3: CARTER G. WOODSON BUILDING

## V. PROPERTY ATTRIBUTES

**Neighborhood:** Cherry Hill

**Responsible Agency:** City Schools

**Land Size:** 20.736 acres (13 acres available for non-school purposes)

**Building Sq. Ft.:** 275,222 for both buildings (Southside- 164,490; Dr. Carter G.- 110,732)

**Unit:** 2 school buildings

**Property Type:** 2 School Buildings (with connected HVAC system), one 12- classroom portable, and Land

**Zoning:** R6, low density row homes



FIGURE 4: ARIAL VIEW, COMPLETE AREA TO BE SOLD

## VI. HIGH SCHOOL BUILD SPECIFICATIONS

*City Schools envisions a new or renovated high school with seats for approximately 600-700 students, a grass practice field, a walk-around track, and parking spaces.*

Land size needed: approximately 7.5-acres

Sq. ft.: approximately 321,360

- 125,000 sf high school (60,000 sf of land)
- 217,800 sf (playfield)
- 43,560 sf (parking)

**City Schools will consider various proposals for delivery of the new high school, including, without limitation, a build-to-suit by Entity according to City Schools' specifications or a lump sum payment to City Schools. 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, as well as the City of Baltimore, depending on laws applicable to the specific project specifications.**

## VII. BUILDINGS FACILITY CONDITION ASSESSMENTS AND RECENT INVESTMENTS

Attached to this CFP, you will find a 2012 Facilities Feasibility Study for the Dr. Carter G. Woodson Building which estimated the cost of the facilities systems replacement over a 10-year span; these amounts should be adjusted for inflation and 2024 equipment/supply/labor costs. You'll also find a 2019 Facilities Condition Assessment of the Southside Building and all Capital Improvements made at each building site between 1996-2019. *The Dr. Carter G. Woodson and Southside buildings were originally constructed in 1951 and 1954, respectively.*

## OTHER DETAILS

*A portion of this property (outlined in white in Figure 5) was the approximate site of the City's "Potter's Field", or pauper's cemetery from 1872 to 1948. It is possible that graves are present on the site; disturbance and disinterment of burial remains (if present) are subject to state law. Attached you will find an overlay map of the Potter's field, provided by the City of Baltimore's Historic Preservation Planner.*

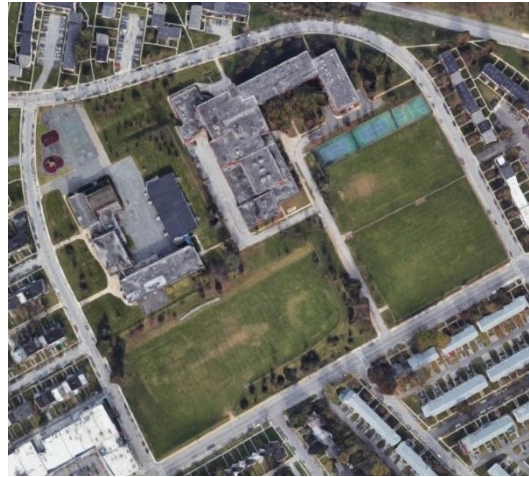


FIGURE 5: ARIAL VIEW, POTTER'S FIELD OVERLAY

## VIII. STANDARDS AND CONTROLS

### I. Site Conditions and Teams

- A. The properties are 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 DHCD nor City Schools has conducted environmental testing of the site, and neither makes any representation, guaranty, or warranty concerning any site conditions, including 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. The successful Entity will need to have a plan in place for the possibility of uncovering remains during any excavations and will be solely responsible for taking the steps to comply with 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 or removal, handing, or other responsibilities and expenses associated with burial remains that must be handled in accordance with state law. Entities shall indemnify and hold the City (including DHCD) and City Schools 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 property is subject to the zoning and other governing regulations that currently control the 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 it will be responsible for attaining any and all needed entitlements necessary to implement the project. City Schools and DHCD 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. 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 (“M/WBE”) to participate in the performance of Board Contracts for goods and services needed by the Baltimore City Board of School Commissioners.

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

City Schools may grant such exceptions, waivers, and reduction in the M/WBE goals as it deems to be in the best interest of the City Schools, consistent with Board Policy DJA and Administration Regulation DJA -RA. City Schools, in its capacity as the contracting authority, may also grant exceptions and waivers with respect to the M/WBE requirements as it deems appropriate, Board Policy DJA and Administration Regulation DJA -RA.

### **IV. Equity and Non-Discrimination**

The Entity shall comply with the City Schools General Articles as outlined in Section XVI herein regarding equity and non-discrimination.

Additionally, DHCD is committed to equity and inclusion. For any property or portion of property that may be surplus by City Schools and disposed of through DHCD as part of the project development, there is an expectation of the developer to meet DHCD’s commitment to equitable community development. Equitable community development promotes opportunity and resilience. DHCD’s focus is on the systemic experiences of historically marginalized people due to their race and ethnicity, gender, socioeconomic status, sexual orientation, disability, and other attributes. DHCD is committed to equitable and inclusive community development that benefits all Baltimoreans. As such, DHCD seeks to maximize jobs and entrepreneurial opportunities for our citizens and the selected communities. To achieve this, the following strategies will be implemented:

1. Evaluate local initiatives intended to build and strengthen, organize and advance communities, shift power, eliminate inequities and social justice;
2. Use data and assessments to uncover community needs issues and assets; thereby using the findings to inform community development strategies and solutions;
3. Facilitate the development and the use of indicators of equitable community change with the use of existing literature, interviews, focus groups and especially those most affected by the work as well as experienced developers;
4. Advise and facilitate the development of equitable community development; and
5. Design technical assistance workshops to train staff, nonprofits, developers and other agencies to develop innovative ways to develop communities with equity and inclusion at the forefront.

## IX. COMMUNITY VISION AND PARTICIPATION

Select Entities will be invited by a review panel to present their proposed plans at a community meeting following the application deadline. Community feedback and the degree to which the proposal is responsive to community needs will be factored into the evaluation of each proposal. 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.

## X. ADMINISTRATIVE INFORMATION

### **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 Entity agrees not to disclose or knowingly use any confidential or proprietary information of City Schools, the City of Baltimore, and/or any 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.

### **2.0 Pre- Proposal Meeting**

Entities are strongly encouraged to attend a pre-proposal meeting. It is scheduled for August 7, 2025 at 9:00am, to be held virtually. While attendance at the pre-proposal meeting is not mandatory, the information presented is informative. Additionally, interested Entities are strongly encouraged to submit questions prior to this meeting. All interested Entities are encouraged to attend in order to be better able to prepare an acceptable Proposal.

### **3.0 QUESTIONS AND INQUIRIES**

No interpretation of the meaning of the specifications or other documents will be made to any Entity orally. Questions shall be submitted in writing to the Point of Contact (see Subsection 4.0 below). Inquiries may be e-mailed to the Point of Contact. The subject field of the e-mail must include "INQUIRY" and the CFP name and number.

To be given consideration, the questions must be received NO LATER THAN 5pm EST on August 7, 2025. Questions that are deemed to be substantive in nature will be answered only in writing, with both the question(s) and answer(s) posted on <https://emma.maryland.gov>. Unless expressly authorized by the Point of Contact, contact by Entities with any other City Schools employee regarding this solicitation until the Contract is awarded by the Board will be considered by City Schools as an attempt to obtain an unfair advantage and result in non-consideration of the Entity's Proposal.

#### **4.0 POINT OF CONTACT ("POC")**

Caleb Hausman, Specialist III  
Baltimore City Public Schools  
Office of New Initiatives  
200 E. North Avenue  
Baltimore, MD 21202  
E-mail: [chausman@bcps.k12.md.us](mailto:chausman@bcps.k12.md.us)  
Phone: (443) 642-6526

#### **5.0 CITY SCHOOLS PROJECT MONITOR/CITY SCHOOLS SUPERVISION**

For purposes of the Contract awarded pursuant to this CFP, the City Schools Project Monitor is Angela Alvarez, Sr. Executive Director, Office of New Initiatives.

The Entity's performance will be under the technical direction of the City Schools Project Monitor, who will be responsible for ensuring the Entity's compliance with the requirements of the Contract to include managing the daily activities of the Contract, providing technical guidance to the Entity, and overall project scheduling and coordination. The Entity shall be accountable to the City Schools Project Monitor on all matters relating to the scope of Work.

#### **6.0 CFP REVISIONS AND ADDENDA**

Should it become necessary to revise any part of this CFP, addenda will be posted on the Baltimore City Public Schools website. All addenda, amendments or changes issued shall be deemed received by the Entity, provided they are posted to the City Schools website. Failure of any Entity to receive or acknowledge receipt of such addenda or interpretation shall not relieve any Entity from any obligations under this CFP as amended by all addenda. All addenda so issued shall become part of the Contract award.

#### **7.0 SUBMISSION DEADLINE**

Proposals in response to this solicitation are being accepted solely via email. **The Proposal due date is September 15, 2025, at 5pm EST.** The date and time received by the POC at the POC's 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.**

#### **8.0 PROPOSAL OPENING**

CFP Proposals are not opened publicly, but in the presence of at least two City Schools employees. Once the Proposals are opened, the Office of New Initiatives will prepare a document that summarizes the Proposals received. This document will be available for inspection after the Intent to Award letter is issued.

## **9.0 BALTIMORE CITY PUBLIC SCHOOLS WEBSITE**

Notices of solicitations are posted on our website [www.baltimorecityschools.org](http://www.baltimorecityschools.org) in accordance with the Maryland Annotated Code, State Finance and Procurement Article § 13-103 Competitive Sealed Bids, Article § 13-104 Competitive Sealed Proposals, and Article § 13-107 Sole Source Procurements. This website also serves to publish any addenda, associated materials, Entity/offeror questions and City Schools' responses, and other solicitation related information.

## **10.0 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.

## **11.0 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 commits 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 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.

## XI. SUBMISSION REQUIREMENTS

The Entity must be in good standing with the State of Maryland, City of Baltimore, 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 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 will be expected to 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 will be expected to prepare all applications necessary and use 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 will be expected to maintain accounting records and ensure project financing is available at the appropriate times and utilized in the appropriate manner.
- H. In this section of the proposal, the Entity will be expected to explain its plans to pursue financing for the redevelopment effort and leverage resources. The Entity must:
  - 1. Provide a development budget indicating the estimated costs of redevelopment of the Site. This budget should include any purchase offer to the City, 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, describe the applicability of the project to the goals of the funding source. Please note that City Schools and Baltimore City are not likely to provide cash subsidies.
  - 2. Provide a summary of the assumptions on which these estimates are based, such as previous comparable projects or estimates provided by contractors.
  - 3. Provide a Sources and Uses Statement identifying the estimated amount of debt and equity financing by source, acquisition price, and “hard” and “soft” costs.
  - 4. Provide 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. Provide a summary of any public benefits you are seeking such as but not limited to road improvements, etc.

#### **IV. Developer Capacity**

##### **Each proposal must:**

- A. List one reliable and easy-to-reach contact for the development team.
- B. List names of key members of the 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, for each Entity that will participate in the Development Team, 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 organization chart of the Development Team. All entities that comprise the Development 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 Development 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 Development Team member has ever been terminated from a contract and, if so, describe the circumstances and outcome.
- G. Indicate whether the Entity or any Development Team member has ever sued or been sued by a city and, if so, describe the circumstances and outcome.
- H. Indicate whether the Entity or any Development Team member has ever been debarred by any local, state, or federal agency, and if so, describe the circumstances and outcome.
- I. 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 contact information from at least one participating lending institution. Emphasize any exceptional or unique qualifications of the Respondent.
- J. 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 placed in a separate sealed envelope marked "confidential." Additionally, submit one bank reference for the Respondent.
- K. Provide a statement indicating how the Entity will honor all financial guarantees, should the need arise.
- L. Provide evidence of insurability. The 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.
- M. Provide a bank or similar type of reference showing all insurance to be written up for the limits of liability outlined in Section XVI, 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(s), if any, that worked with the Entity on a specific project.
  - 6. Complete the Owned Property Disclosure questions. Include all properties owned or managed by the Entity and any principal with at least a 10 percent interest in the Entity.

## **V. Community and Economic Inclusion**

Please summarize any local hiring activities as part of the proposed project 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 M/WBE commitments as specified in section VIII. 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 M/WBE participation goals.

#### **VII. Community Participation**

Describe how the Entity will involve the community in the planning and implementation of redevelopment activities. The response must include a discussion of the approach and methods the Development 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. Additionally, please include a description of any community benefits agreements or opportunities that the Entity and Development Team are planning to participate in and or offer.

## **XII. 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:

- Overall scope, neighborhood compatibility and quality of the proposed development.
- Quality and integrity of the construction and proposed development.
- Architectural design and its harmony with the surrounding community and ability of the design to meet the requirements for a high school to serve 500-600 students.
- Aesthetic considerations of interior layout and finishes and alignment with City Schools Design Specifications for the high school included in the proposed development.

#### **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, including public school systems, 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.
- The extent to which the proposed high school is integrated and incorporated into the proposed development and that the proposed development supports and is not inconsistent with City Schools' educational mission.
- 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 M/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 and evidence that plan is aligned with and supported by the community.

### **XIII. AWARD PROCEDURES**

City Schools, with support from DHCD, 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.

#### **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 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 DHCD, will work collaboratively with the City Department of Planning and all of the affected community groups to organize the logistics and format of this

presentation. City Schools, in coordination with DHCD, 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.

**C. Review Panel**

City Schools may 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. If approved by the Baltimore City Board of School Commissioners, depending on the structure of the proposal, the Entity, in coordination with City Schools and DHCD, may need to obtain approval from other City agencies.

**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 proposers 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 as in the 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 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 and followed 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](http://www.baltimorecityschools.org).

## XIV. NEGOTIATIONS AND SALE PROCESS

**A. 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.

**B. Agreement and Board of Estimates Approval**

Within ninety (90) days following the successful conclusion of negotiations, City Schools may enter into an Agreement setting forth the terms and conditions of sale, lease, or other arrangement 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. City Schools and the Entity can proceed to settlement only after approval of the Agreement by the Board of School Commissioners. The Agreement will contain provisions whereby City Schools has the right to intervene in the event the Entity 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) from DHCD. 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, DHCD and the developer 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 Entity does not satisfy terms of the Agreement including reversions of the title to the property to the City.

**C. Development Oversight**

The selected Entity must agree to the review and guidance of City Schools, and the City of Baltimore, 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 of Baltimore.

## XV. 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 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.

- 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, DHCD and the City of Baltimore.
- 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.

## XVI. 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 effected 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.