

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)	
)	
Schools and Libraries)	CC Docket No. 02-6
Universal Service Support Mechanism)	
)	
Request for Waiver by)	Administrator Correspondence
Baltimore City School District)	Dated August 10, 2018, August
)	30, 2018, and September 19, 2018

**REQUEST FOR REVIEW AND/OR WAIVER BY THE BALTIMORE CITY SCHOOL
DISTRICT OF FUNDING DECISIONS BY THE UNIVERSAL SERVICE ADMINISTRATIVE
COMPANY**

In accordance with sections 54.719 through 54.721 of the Federal Communications Commission's ("FCC" or "Commission") rules,¹ the Baltimore City School District² ("BCSD" or "Applicant") hereby respectfully requests a waiver of sections 54.503(c)(2)(ii)(B), 54.504(a)(1)(ix), and 54.511(a) of the Commission's rules.³ The Schools and Libraries Division of the Universal Service Administrative Company ("USAC" or "Administrator") has denied Funding Year 2018 Funding Year 2018 Funding Request Number (FRN) 1899023815,⁴ and issue Commitment Adjustment Letters (COMAD) for Funding Year 2017 FRN 1799007447⁵ and Funding Year 2016 FRN 1699113314⁶, because it determined that BCSD violated the Commission's competitive bidding requirements by failing to use price as the primary factor when it selected the winning bid.

¹ 47 C.F.R. § 54.719(b), (c); 47 C.F.R. § 54.722(a).

² Billed Entity Number: 126376

³ 47 C.F.R. §§54.503(c)(2)(ii)(B), 54.504(a)(1)(ix), 54.511(a)

⁴ Exhibit 1, Funding Commitment Decision Letter for FCC Form 471 #181014684. FRN 1899023815 is located on p. 5.

⁵ Exhibit 2, COMAD Letter for FRN 1799007447

⁶ Exhibit 3, COMAD Letter for FRN 1699113314

BCSD acknowledges that it was not able to provide documentation to demonstrate that price was the primary bid evaluation factor in selecting the winning proposal; however, BCSD undeniably selected the lowest-price bid. Because the Wireline Competition Bureau (WCB) has previously waived the price-as-primary-factor requirement when the lowest-price bid was selected, BCSD humbly and respectfully asks that the WCB waive sections 54.503(c)(2)(ii)(B), 54.504(a)(1)(ix), and 54.511(a), reverse USAC's decision to deny funding for FRN 1899023815, reinstate the funding commitments for FRNs 1799007447 and 1699113314, and cease any possible pending action against Funding Year 2015 FRN 2866081.⁷

I. BACKGROUND

Baltimore City School District is an urban metropolitan school district comprised of 177 schools and 80,900 students, 83% are eligible for free and reduced price meals.⁸

On August 25, 2014, BCSD posted an FCC Form 470 and issued an RFP for Session Initiated Protocol (SIP) Trunk and Transport services.⁹ The RFP stated that proposals would be evaluated according to four criteria: A. Price of E-Rate eligible cost components, Weight = 41%; B. Suitability of technical proposal, Weight = 39%; C. Price of E-Rate ineligible cost services, Weight = 10%; and D. Experience / Fiscal Integrity / Financial stability, Weight = 10%.¹⁰

Two respondents submitted proposals in response to BCSD's Form 470 posting and RFP, ENA Services, LLC (ENA) and tw telecom holdings inc. (tw telecom). An evaluation committee, comprised of five knowledgeable BCSD personnel, evaluated the technical proposals

⁷ FRN 2866081 is the first funding request resulting from the competitive bidding process at issue.

⁸ Information available at: <http://www.marylandpublicschools.org/programs/Pages/School-Community-Nutrition/FreeReducedPriceMealStatistics.aspx>

⁹ See Funding Year 2014 FCC Form 470 #256080001240610

¹⁰ Exhibit 4, RFP at Part IV, section 3.0.

in the areas of: Technical Response to RFP Scope of Work; Support Specifications; Experience and Capabilities; and Fiscal Integrity/Financial Statement. Each area was ranked as Excellent, Good, Adequate, or Poor. A review of the ENA technical evaluation sheets¹¹ shows that ENA scored three Excellent and two Good assessments in Technical Response to RFP Scope of Work; three Excellent and two Good assessments in Support Specifications; two Excellent, two Good, and one Adequate assessments in Experience and Capabilities; and five Excellent assessments in Fiscal Integrity/Financial Statement. Conversely, a review of the tw telecom technical evaluation sheets¹² shows that tw telecom scored four Adequate and one Poor assessments in Technical Response to RFP Scope of Work; three Poor and two Adequate assessments in Support Specifications; one Excellent and four Poor assessments in Experience and Capabilities; and five Poor assessments in Fiscal Integrity/Financial Statement. Overall, it is very clear that ENA's proposal scored higher in the technical evaluations.

With regard to evaluation of the pricing proposals the results are even clearer. BCSD evaluated the pricing proposals as the total cost over a five-year term. ENA's total price was \$238,500.00,¹³ whereas tw telecom's total price was \$274,128.00.¹⁴

The evaluation committee subsequently drafted a report to memorialize the results of the bid evaluations.¹⁵ ENA's proposal was ranked first in both Financial (pricing) and Technical, and was awarded the contract.

¹¹ Exhibit 5 – Technical Evaluations of ENA proposal

¹² Exhibit 6 – Technical Evaluation of tw telecom proposal

¹³ Exhibit 7 – ENA Financial Proposal

¹⁴ Exhibit 8 – tw telecom Financial Proposal

¹⁵ Exhibit 9 – Evaluation Committee Final Report

As a result of a Competitive Bidding Selective Review of BCSD's Funding Year 2018 FCC Forms 471, USAC denied FRN 1899023815¹⁶ stating that "Documentation was not provided to demonstrate that price was the primary bid evaluation factor in selecting this service provider's proposal. The Program rules require that applicants select the most cost-effective provider, with price being the primary evaluation factor. Since you did not meet this requirement, this FRN must be denied."

II. COMMISSION PRECEDENT SUPPORTS A WAIVER OF THE PRICE-AS-PRIMARY-FACTOR RULE

USAC denied FRN 1899023815 on the basis that BCSD did not use price as the primary factor when evaluating the bids it received. Regardless of this, BCSD selected the lowest-price proposal. Commission precedent supports a waiver of the price-as-primary-factor rule in cases such as this. BCSD therefore respectfully requests a waiver of that rule, as well as the rules that require certification of compliance with the price-as-primary-factor rule on FCC Forms 470 and 471.

BCSD's evaluation committee performed a rigorous and diligent review of the two bids received in response to its Form 470 and RFP. The competitive bidding procurement process was conducted in accordance with district policies and was fully compliant with applicable laws in the state of Maryland. In its RFP, BCSD stated that "The contract resulting from this RFP will be awarded to the Offerer whose proposal is the most advantageous to City Schools, considering price and technical factors set forth herein." BCSD clearly achieved this goal by awarding the contract to ENA, which not only submitted the lowest-price proposal, but also met all of the technical requirements specified in the RFP. We respectfully submit that the results of

¹⁶ See Exhibit 1, p. 5

the competitive bidding process would have been identical if BCSD had scored the proposals with price awarded the most possible points. Any way you look at it, ENA's proposal was the most cost-effective option for BCSD, and the E-Rate program.

In the past, the WCB has granted waivers when applicants selected the lowest-price proposal, but did not use price as the primary factor in their competitive bidding process.¹⁷ The situation BCSD finds itself in is nearly identical to those of the applicants identified in the *Allendale Order* as deserving of a waiver of the price-as-primary-factor rule: the lowest-price bid was selected, all applicable local and state procurement laws were followed, and there was no waste, fraud, or abuse.¹⁸ Therefore, there is no reason that BCSD should receive different treatment than those applicants whose requests for waiver were granted in the *Allendale Order*.

III.A WAIVER IS IN THE PUBLIC INTEREST

Any of the Commission's rules may be waived if good cause is shown.¹⁹ The Commission may exercise its discretion to waive a rule where the particular facts make strict compliance inconsistent with the public interest.²⁰ In addition, the Commission may take into account considerations of hardship, equity, or more effective implementation of overall policy on an individual basis.²¹

¹⁷ See, e.g., *Request for Review of Decisions of the Universal Service Administrator by Allendale County School District et al.; Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 26 FCC Rcd 6109, 6115-17 ¶¶ 10-12 (Wireline Comp. Bur. 2011) (*Allendale Order*) (finding that a waiver of the Commission's competitive bidding rules was in the public interest where the petitioners selected the least expensive responsive service offering).

¹⁸ See *id.* at 6117 ¶ 12 (“[W]e find that the 12 appeals by the petitioners listed in Appendix B conducted a competitive bidding process that resulted in the selection of the most cost-effective service offering. Moreover, we find no evidence of any violation of state or local procurement laws. We thus believe that rejecting the petitioners’ funding requests is not warranted in these circumstances.” (footnote omitted)).

¹⁹ 47 C.F.R. § 1.3.

²⁰ *Northeast Cellular Tel. Co. v. FCC*, 897 F.2d 1164, 1166 (D.C. Cir. 1990) (*Northeast Cellular*).

²¹ *WAIT Radio v. FCC*, 418 F.2d 1153, 1159 (D.C. Cir. 1969); *Northeast Cellular*, 897 F.2d at 1166.

IV. CONCLUSION

For the aforementioned reasons, we request that the WCB grant our request for waiver of sections 54.503(c)(2)(ii)(B), 54.504(a)(1)(ix), and 54.511(a) of the Commission's rules.

Respectfully submitted *on behalf of*
Baltimore City School District,

/s/ CM Lenhardt

Christopher M. Lenhardt
E-Rate Elite Services, Inc.
clenhardt@erateelite.com
410-902-5800 ext. 102

October 9, 2018

Exhibit 1

Funding Commitment Decision Letter

Funding Year 2018

Contact Information:

Chris Lenhardt
BALTIMORE CITY SCHOOL DISTRICT
200 E. North Ave, Room 001
BALTIMORE, MD 21202
clenhardt@erateelite.com

FCC Form 471: 181014684**BEN:** 126376**Wave:** 18**Application Nickname:** 18BCSD-471_C1

Totals

Total Committed	\$2,491,852.50
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What is in this letter?

Thank you for submitting your application for Funding Year 2018 Schools and Libraries Program (E-rate) funding. Attached to this letter, you will find the funding statuses for the FCC Form(s) 471, Services Ordered and Certification Form, that you submitted and referenced above.

The Universal Service Administrative Company (USAC) is providing this information to both the applicant(s) and the service provider(s) so that all parties are aware of the post-commitment changes related to their funding requests and can work together to complete the funding process for these requests.

Next Steps

1. Work with your service provider(s) to determine if your bills will be discounted or if you will request reimbursement from USAC after paying the full cost for the services you receive.
2. Review the [Children's Internet Protection Act \(CIPA\)](#) requirements and file the [FCC Form 486](#) (Service Confirmation and CIPA Certification Form). **The deadline to submit this form is 120 days from the date of this letter or from the service start date (whichever is later).**



3. Invoice USAC

- **If you (the applicant) are invoicing USAC:** You must pay your service provider(s) the full cost for the services you receive and file the [FCC Form 472](#), the Billed Entity Applicant Reimbursement (BEAR) Form, to invoice USAC for reimbursement of the discounted amount.
- **If your service provider(s) is invoicing USAC:** The service provider(s) must provide services, bill the applicant for the non-discounted share, and file the [FCC Form 474](#), the Service Provider Invoice (SPI) form, to invoice USAC for reimbursement for the discounted portion of costs. Every funding year, service providers must file an [FCC Form 473](#), the Service Provider Annual Certification Form, to be able to submit invoices and to receive disbursements.
- **To receive an invoice deadline extension, the applicant or service provider** must request an extension on or before the last date to invoice. **If you anticipate, for any reason, that invoices cannot be filed on time**, USAC will grant a one-time, 120-day invoice deadline extension if timely requested.

How to Appeal or Request a Waiver of a Decision

You can appeal or request a waiver of a decision in this letter **within 60 calendar days** of the date of this letter. Failure to meet this deadline will result in an automatic dismissal of your appeal or waiver request.

Note: The Federal Communications Commission (FCC) will not accept appeals of USAC decisions that have not first been appealed to USAC. However, if you are seeking a waiver of E-rate program rules, you must submit your request to the FCC and not to USAC. USAC is not able to waive the E-rate program rules.

- **To submit your appeal to USAC**, visit the Appeals section in the [E-rate Productivity Center \(EPC\)](#) and provide the required information. USAC will reply to your appeal submissions to confirm receipt. Visit USAC's [website](#) for additional information on submitting an appeal to USAC, including step-by-step instructions.
- **To request a waiver of the FCC's rules**, please submit it to the FCC in proceeding number CC Docket No. 02-6 using the [Electronic Comment Filing System](#) (ECFS). Include your contact information, a statement that your filing is a waiver request, identifying information, the FCC rule(s) for which you are seeking a waiver, a full description of the relevant facts that you believe support your waiver request and any related relief, and any supporting documentation.

For appeals to USAC or to the FCC, be sure to keep a copy of your entire appeal, including any correspondence and documentation, and provide a copy to the affected service provider(s).



Obligation to Pay Non-Discount Portion

Applicants are required to pay the non-discount portion of the cost of the eligible products and/or services to their service providers. Service providers are required to bill applicants for the non-discount portion of costs for the eligible products and/or services. The FCC stated that requiring applicants to pay the non-discounted share of costs ensures efficiency and accountability in the program. If using the BEAR invoicing method, the applicant must pay the service provider in full (the non-discount plus discount portion) **before** seeking reimbursement from USAC. If using the SPI invoicing method, the service provider must first bill the applicant **before** invoicing USAC.

Notice on Rules and Funds Availability

The applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program and the FCC's rules. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake to assure that committed funds are being used in accordance with such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction of USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds.



BEN Name: BALTIMORE CITY SCHOOL DISTRICT
BEN: 126376

FCC Form 471: 181014684
Wave: 18

Funding Commitment Decision Overview

Funding Year 2018

Application Comments for FCC Form 471: #181014684

FRN(s) modified in accordance with a RAL request.

Funding Commitment Decision Overview

Funding Request Number (FRN)	Service Provider Name	Amount Requested	Amount Committed	Status
1899023815	Education Networks of America, Inc.	\$6,915.60	\$0.00	Denied
1899023817	Education Networks of America, Inc.	\$116,100.00	\$116,100.00	Funded
1899023833	ENA Services, LLC	\$2,591,730.00	\$2,375,752.50	Funded



BEN Name: BALTIMORE CITY SCHOOL DISTRICT
BEN: 126376

FCC Form 471: 181014684
Wave: 18

FRN 1899023815	Service Type Voice	Status Denied
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Dollars Committed			
Monthly Cost		One-time Cost	
Months of Service	12		
Total Eligible Recurring Charges	\$69,156.00	Total Eligible One Time Charges	\$0.00
Total Pre-discount Charges		\$69,156.00	
Discount Rate		10.00%	
Committed Amount		\$0.00	

Dates	
Service Start Date	7/1/2018
Contract Expiration Date	1/13/2020
Contract Award Date	1/13/2015
Service Delivery Deadline	6/30/2019
Expiration Date (All Extensions)	

Service Provider and Contract Information	
Service Provider	Education Networks of America, Inc.
SPIN (498ID)	143008159
Contract Number	15008
Account Number	
Establishing FCC Form 470	256080001240610

Consultant Information	
Consultant Name	Chris Lenhardt
Consultant's Employer	E-Rate Elite Services, Inc.
CRN	16024803

Funding Commitment Decision Comments

DR1: Documentation was not provided to demonstrate that price was the primary bid evaluation factor in selecting this service provider's proposal. The Program rules require that applicants select the most cost-effective provider, with price being the primary evaluation factor. Since you did not meet this requirement, this FRN must be denied.



BEN Name: BALTIMORE CITY SCHOOL DISTRICT
BEN: 126376

FCC Form 471: 181014684
Wave: 18

FRN 1899023817	Service Type Data Transmission and/or Internet Access	Status Funded
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Dollars Committed			
Monthly Cost		One-time Cost	
Months of Service	12		
Total Eligible Recurring Charges	\$129,000.00	Total Eligible One Time Charges	\$0.00
Total Pre-discount Charges		\$129,000.00	
Discount Rate		90.00%	
Committed Amount		\$116,100.00	

Dates	
Service Start Date	7/1/2018
Contract Expiration Date	6/30/2020
Contract Award Date	3/26/2015
Service Delivery Deadline	6/30/2019
Expiration Date (All Extensions)	

Service Provider and Contract Information	
Service Provider	Education Networks of America, Inc.
SPIN (498ID)	143008159
Contract Number	15028
Account Number	
Establishing FCC Form 470	917860001250848

Consultant Information	
Consultant Name	Chris Lenhardt
Consultant's Employer	E-Rate Elite Services, Inc.
CRN	16024803

Funding Commitment Decision Comments

MR1: Approved as submitted.



BEN Name: BALTIMORE CITY SCHOOL DISTRICT
BEN: 126376

FCC Form 471: 181014684
Wave: 18

FRN 1899023833	Service Type Data Transmission and/or Internet Access	Status Funded
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Dollars Committed			
Monthly Cost		One-time Cost	
Months of Service	11		
Total Eligible Recurring Charges	\$2,639,725.00	Total Eligible One Time Charges	\$0.00
Total Pre-discount Charges		\$2,639,725.00	
Discount Rate		90.00%	
Committed Amount		\$2,375,752.50	

Dates		Service Provider and Contract Information	
Service Start Date	7/1/2018	Service Provider	ENA Services, LLC
Contract Expiration Date	5/31/2019	SPIN (498ID)	143030857
Contract Award Date	1/6/2016	Contract Number	
Service Delivery Deadline	6/30/2019	Account Number	
Expiration Date (All Extensions)		Establishing FCC Form 470	160001996

Consultant Information	
Consultant Name	Chris Lenhardt
Consultant's Employer	E-Rate Elite Services, Inc.
CRN	16024803

Funding Commitment Decision Comments

MR1: The Contract Expiration Date was changed from 06/30/2019 to 05/31/2019 to agree with the documentation provided during the review of the FCC Form 471.

Exhibit 2



Commitment Adjustment Letter

Michael Rading
BALTIMORE CITY SCHOOL
DISTRICT
200 E. North Ave, Room 001
BALTIMORE, MD 21202

08/30/2018

Our review of your Schools and Libraries Universal Service Support Program (or E-rate) funding request has determined funds were committed in violation of Federal Communications Commission (FCC) rules. You have 60 days from the date of this letter to appeal the following decision(s). For more detailed information see below.

Total commitment adjustment: \$15,098.40

Total amount to be recovered: \$13,299.97

FCC Form 471	FRN	Commitment adjustment	Total amount to be recovered	Explanation(s)	Party to recover from
171000385	1799007447	\$15,098.40	\$13,299.97	Price not primary factor for vendor selection	BEN

See Attached Adjustment Report for more information on the specific FRNs and Explanations listed above.

Commitment Adjustment

FCC rules require the Universal Service Administrative Company (USAC) to rescind commitments and recover funding when it is determined that funding was committed and disbursed in violation of the rules. This letter notifies you that USAC will be adjusting your funding commitment(s) and provides information on how to appeal this decision.

This is NOT a bill. If disbursed funds need to be recovered, USAC will issue a Demand Payment Letter. The debt referenced in the Demand Payment Letter will be due within 30 days of that letter's date. Failure to pay the debt may result in interest, late payment fees, and administrative charges and will invoke the FCC's "Red Light Rule."

FCC's Red Light Rule

The FCC Red Light Rule requires USAC to dismiss pending FCC Form 471 applications, appeals, and invoices or to net disbursements offsetting the debt if the entity responsible for paying the outstanding debt owed to the FCC has not paid the debt or made satisfactory arrangements to pay the debt within 30 days of the Demand Payment Letter. For information on the Red Light Rule, see

<https://www.fcc.gov/licensing-databases/fees/debt-collection-improvement-act-implementation>.

To Appeal This Decision

If you wish to contest any part of this letter, you must first file an appeal with USAC to seek review of the decision. Parties that have filed an appeal with USAC and received an adverse decision may, if they choose, appeal USAC's decision to the FCC. Parties seeking a waiver of a codified FCC rule should file a request for waiver directly with the FCC because



USAC cannot waive FCC rules. Your appeal to USAC or waiver request to the FCC must be filed within 60 days of the date of this letter.

All appeals filed with USAC must be filed in EPC by selecting "Appeal" from the menu in the top right hand corner of your landing page and providing the requested information.

Your appeal should include the following information. (Because you file the appeal through your EPC account, the system will automatically fill in some of these components for you).

- 1) Name, address, telephone number, and email address for the contact person for this appeal.
- 2) Indicate specifically that your letter is an appeal. Include the following to identify the USAC decision letter (e.g., Commitment Adjustment Letter) and the decision you are appealing:
 - a. Appellant name;
 - b. Applicant name and service provider name, if different from appellant;
 - c. Applicant BEN and Service Provider Identification Number (SPIN);
 - d. FCC Form 471 Application Number and the Funding Request Number (FRN) or Numbers as assigned by USAC;
 - e. "Commitment Adjustment Letter," AND the exact text or the decision that you are appealing.
- 3) Identify the problem and the reason for the appeal and explain precisely the relief sought. Please keep your appeal to the point, and provide supporting documentation. Be sure to keep a copy of your entire appeal, including any correspondence and documentation. A copy will automatically be saved for you in EPC. USAC will reply to your appeal submission to confirm receipt.

For more information on submitting an appeal to USAC including step by step instructions on how to file the appeal through EPC, please see "Appeals" in the Schools and Libraries section of the USAC website.

As mentioned, parties seeking a waiver of FCC rules or that have filed an appeal with USAC and received a decision may file a request for waiver or appeal USAC's decision to the FCC. Waiver requests or appeals to the FCC must be made within 60 days of the issuance of USAC's decision and include all of the information referenced above for appeals to USAC.

The FCC recommends filing appeals or waiver requests with the Electronic Comment Filing System (ECFS) to ensure timely filing. Electronic waiver requests or appeals will be considered filed on a business day if they are received at any time before 11:59 PM ET. If you have questions or comments about using the ECFS, please contact the FCC directly at (202) 418-0193.

For more information about submitting waiver requests or appeals to the FCC, including options to submit the waiver request or appeal via U.S. mail or hand delivery, visit the FCC's website.

Schools and Libraries Division



Adjustment Report

FCC Form 471 Application Number:	171000385
Funding Request Number:	1799007447
Commitment Adjustment:	\$15,098.40
Total Amount to Be Recovered:	\$13,299.97
Explanation(s):	Price not primary factor for vendor selection
Party to Recover From:	BEN
Funding Year:	2017
Billed Entity Number:	126376
Services Ordered:	Voice
Service Provider Name:	Education Networks of America, Inc.
SPIN:	143008159
Original Funding Commitment:	\$15,098.40
Adjusted Funding Commitment:	\$0.00
Funds Disbursed to Date:	\$13,299.97

Funding Commitment Adjustment Explanation:

After a thorough investigation, it has been determined that this funding commitment must be rescinded in full. The price of eligible products and services was not the primary factor in the vendor selection process. ENA was the lowest price offered and Respondents were out on notice that price would be the primary factor in RFP. However, there is no evaluation matrix showing Price is the primary factor except that the chosen vendor is the lowest bid. FCC rules require that applicants select the most cost-effective product and/or service offering with price being the primary factor in the vendor selection process. Applicants may take other factors into consideration, but in selecting the winning bid, price must be given more weight than any other single factor. Ineligible products and services may not be factored into the cost-effective evaluation. Since price was not the primary factor in the vendor selection process, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.

Exhibit 3



Commitment Adjustment Letter

Michael Rading
BALTIMORE CITY SCHOOL
DISTRICT
200 E. North Ave, Room 001
BALTIMORE, MD 21202

09/19/2018

Our review of your Schools and Libraries Universal Service Support Program (or E-rate) funding request has determined funds were committed in violation of Federal Communications Commission (FCC) rules. You have 60 days from the date of this letter to appeal the following decision(s). For more detailed information see below.

Total commitment adjustment: \$24,804.00

Total amount to be recovered: \$24,804.00

FCC Form 471	FRN	Commitment adjustment	Total amount to be recovered	Explanation(s)	Party to recover from
161003174	1699113314	\$24,804.00	\$24,804.00	Price not primary factor for vendor selection	BEN

See Attached Adjustment Report for more information on the specific FRNs and Explanations listed above.

Commitment Adjustment

FCC rules require the Universal Service Administrative Company (USAC) to rescind commitments and recover funding when it is determined that funding was committed and disbursed in violation of the rules. This letter notifies you that USAC will be adjusting your funding commitment(s) and provides information on how to appeal this decision.

This is NOT a bill. If disbursed funds need to be recovered, USAC will issue a Demand Payment Letter. The debt referenced in the Demand Payment Letter will be due within 30 days of that letter's date. Failure to pay the debt may result in interest, late payment fees, and administrative charges and will invoke the FCC's "Red Light Rule."

FCC's Red Light Rule

The FCC Red Light Rule requires USAC to dismiss pending FCC Form 471 applications, appeals, and invoices or to net disbursements offsetting the debt if the entity responsible for paying the outstanding debt owed to the FCC has not paid the debt or made satisfactory arrangements to pay the debt within 30 days of the Demand Payment Letter. For information on the Red Light Rule, see

<https://www.fcc.gov/licensing-databases/fees/debt-collection-improvement-act-implementation>.

To Appeal This Decision

If you wish to contest any part of this letter, you must first file an appeal with USAC to seek review of the decision. Parties that have filed an appeal with USAC and received an adverse decision may, if they choose, appeal USAC's decision to the FCC. Parties seeking a waiver of a codified FCC rule should file a request for waiver directly with the FCC because



USAC cannot waive FCC rules. Your appeal to USAC or waiver request to the FCC must be filed within 60 days of the date of this letter.

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Your appeal should include the following information. (Because you file the appeal through your EPC account, the system will automatically fill in some of these components for you).

- 1) Name, address, telephone number, and email address for the contact person for this appeal.
- 2) Indicate specifically that your letter is an appeal. Include the following to identify the USAC decision letter (e.g., Commitment Adjustment Letter) and the decision you are appealing:
 - a. Appellant name;
 - b. Applicant name and service provider name, if different from appellant;
 - c. Applicant BEN and Service Provider Identification Number (SPIN);
 - d. FCC Form 471 Application Number and the Funding Request Number (FRN) or Numbers as assigned by USAC;
 - e. "Commitment Adjustment Letter," AND the exact text or the decision that you are appealing.
- 3) Identify the problem and the reason for the appeal and explain precisely the relief sought. Please keep your appeal to the point, and provide supporting documentation. Be sure to keep a copy of your entire appeal, including any correspondence and documentation. A copy will automatically be saved for you in EPC. USAC will reply to your appeal submission to confirm receipt.

For more information on submitting an appeal to USAC including step by step instructions on how to file the appeal through EPC, please see "Appeals" in the Schools and Libraries section of the USAC website.

As mentioned, parties seeking a waiver of FCC rules or that have filed an appeal with USAC and received a decision may file a request for waiver or appeal USAC's decision to the FCC. Waiver requests or appeals to the FCC must be made within 60 days of the issuance of USAC's decision and include all of the information referenced above for appeals to USAC.

The FCC recommends filing appeals or waiver requests with the Electronic Comment Filing System (ECFS) to ensure timely filing. Electronic waiver requests or appeals will be considered filed on a business day if they are received at any time before 11:59 PM ET. If you have questions or comments about using the ECFS, please contact the FCC directly at (202) 418-0193.

For more information about submitting waiver requests or appeals to the FCC, including options to submit the waiver request or appeal via U.S. mail or hand delivery, visit the FCC's website.

Schools and Libraries Division



Adjustment Report

FCC Form 471 Application Number:	161003174
Funding Request Number:	1699113314
Commitment Adjustment:	\$24,804.00
Total Amount to Be Recovered:	\$24,804.00
Explanation(s):	Price not primary factor for vendor selection
Party to Recover From:	BEN
Funding Year:	2016
Billed Entity Number:	126376
Services Ordered:	Voice
Service Provider Name:	Education Networks of America, Inc.
SPIN:	143008159
Original Funding Commitment:	\$24,804.00
Adjusted Funding Commitment:	\$0.00
Funds Disbursed to Date:	\$24,804.00

Funding Commitment Adjustment Explanation:

After a thorough investigation, it has been determined that this funding commitment must be rescinded in full. The price of eligible products and services was not the primary factor in the vendor selection process. ENA was the lowest price offered and Respondents were out on notice that price would be the primary factor in RFP. However, there is no evaluation matrix showing Price is the primary factor except that the chosen vendor is the lowest bid. FCC rules require that applicants select the most cost-effective product and/or service offering with price being the primary factor in the vendor selection process. Applicants may take other factors into consideration, but in selecting the winning bid, price must be given more weight than any other single factor. Ineligible products and services may not be factored into the cost-effective evaluation. Since price was not the primary factor in the vendor selection process, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.

Exhibit 4

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



REQUEST FOR PROPOSALS
SESSION INITIATED PROTOCOL (SIP) TRUNK AND TRANSPORT
RFP-15008

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

RFP NUMBER: RFP- 15008

RELEASE DATE: Monday, August 25, 2014

PRE-PROPOSAL MEETING: Thursday, September 4, 2014 @10:00 a.m.,
Room 301

PROPOSAL DUE DATE: Thursday, September 25, 2014 @ 11:00 a.m.
Room 401

DIRECT INQUIRIES TO: Buyer's Name: Lonnie W. McKenziey
PH: 443-984-3389
FX: 410-545-6977
E-mail: lmckenzey@bcps.k12.md.us

Contractors are cautioned not to make changes to any of the terms and conditions in this solicitation. Doing so may render a Contractor's proposal unacceptable and subject to rejection. Questions and inquiries may be addressed as outlined in Part II, Item 4 of this solicitation.

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PART I: SCOPE OF WORK

1.0 INTRODUCTION

This Request for Proposals (RFP) is soliciting a qualified contractor who is **E-RATE eligible** to provide a Session Initiated Protocol (SIP) Trunk and Transport to converge voice and data for Baltimore City Public Schools in the Wide Area Network.

The trunks will connect to Cisco Session Border Controllers at the two locations listed below. Both are located in Baltimore, MD.

Headquarters (HQ)
200 E North Avenue

Digital Harbor High
1100 Covington Street

2.0 BACKGROUND

The Baltimore City Public Schools (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 190 facilities 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 a city-state partnership. The Baltimore City Board of School Commissioners (Board) has 10 members (including a student member). The Board is jointly appointed by the Mayor of Baltimore and Governor of the State of Maryland; and 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 85,000 students, 10,800 employees and an annual operating budget of \$1.3 billion.

City Schools currently uses a combination of Cisco VoIP, Centrex and POTS infrastructure to deliver voice services to the main administration Office and office areas of approximately 200 school sites. The goal of this RFP is to source the best solution for Session Initiated Protocol (SIP) Trunk and Transport in federally-subsidized E-Rate packages.

3.0 SCOPE OF SERVICES

City Schools is seeking proposals for Session Initiated Protocol (SIP) Trunk and Transport solutions that fall into the federally-subsidized E-Rate program's definitions of Priority 1 Interconnected Voice over Internet Protocol services.

City Schools currently uses a combination of Cisco VoIP, Centrex and POTS (Plain Old Telephone Service) infrastructure to deliver voice services to the main administration Office and office areas of approximately 200 school sites. The goal of this RFP is to source the best solution for Session Initiated Protocol (SIP) Trunk and Transport in federally-subsidized E-Rate packages.

3.1 MINIMUM TECHNICAL REQUIREMENTS

The School Board seeks a qualified contractor to provide Session Initiated Protocol (SIP) Trunk and Transport. Offerors must meet the following minimum technical requirements in order to be considered responsive to this RFP:

1. Trunks shall be configured to support load balancing of 300 lines and each shall be capable of supporting, at a minimum, 50% of the total inbound/outbound call traffic at any given time.
2. The transport medians shall utilize different technologies at each location to effectively prevent a single technology failure disabling both transports.
3. The trunk shall allow for local and long distance calls on the same trunk.
4. Local and long distance usage packages' options shall be available to include, but not limited to, a bundled package and pricing per minute.
5. The trunk shall include, but shall not be limited to, the following:
 - a. Domestic and international inbound/outbound toll-free services
 - b. Emergency 911 calling
 - c. Private Switch/Automatic Location Identification Services
 - d. 900/976 blocking
 - e. T.38 fax protocol
 - f. X11 services
 - g. Operator services
 - h. G.711 and G.729 protocol
6. The trunk shall support local number portability.
7. The trunk shall provide web based traffic monitoring and reporting to include, but shall not be limited to, historical usage, traffic analysis, trunking analysis.
8. The trunk shall include a secure access circuit provided over a private or an MPLS connection, including encryption of signaling and media
9. The configuration of the SIP trunk must be engineered for voice quality of service.
10. The trunk shall provide for geo-diverse balanced trunking across multiple access facilities for the specific address.
11. The trunk provided shall have the ability to scale the number of Internet Protocol (IP) trunks required to allow schools to increase or decrease trunks on a monthly basis, as determined by seasonal needs.

3.2 SUPPORT SPECIFICATIONS

An Offeror's proposal must address the following items:

1. Describe in detail how vendor will address each of the solution requirements in 3.1, and provide detailed migration/transition plans and installation timelines for each.
2. Account Manager / Account Support Staff
 - a) The awarded vendor will be the sole (single) point of contact between all participating strategic business partners and subcontractors and City Schools. The selected vendor must identify all participating strategic business partners or subcontractors and will utilize only qualified and competent individuals when performing services required under this RFP.
 - b) Vendor shall provide a dedicated account manager who shall be responsible for the City Schools' account/contract. Please provide the proposed account manager's name and resume in TAB C of your proposal. The account manager shall receive all orders from City Schools and shall be the primary contact for all issues regarding vendor's response to this RFP and any contract that may arise pursuant to this RFP. The account manager will be assigned to City Schools over the life of the contract. If a replacement is necessary, City Schools must approve the replacement.
 - c) Vendor shall provide adequate, competent support staff that shall be able to service City Schools during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
 - d) Vendor account manager shall be familiar with City Schools' requirements and standards and work to ensure that established standards are adhered to.
 - e) City Schools shall be supplied with the names, telephone numbers, facsimile numbers, e-mail addresses, and business addresses of the account manager, service representatives, technical support, billing support, and emergency service support personnel after award of the contract. This list must be kept up-to-date at all times.
 - f) After-hours telephone answering system may be automated if an escalation call list to bypass it has been provided to City Schools by the vendor.
 - g) Vendor shall enable and allow, at all times, all of the following methods for routine and emergency communications between City Schools and the vendor(s): a) telephone, b) facsimile transmission, and c) e-mail.

3. Technical Support

- a) Vendor must make support services available 24 hours/day, 7 days/week through email and a toll free or local access phone line. This service will provide same-day response to questions about support.
- b) Vendor must specify in the RFP response the escalation procedures for service interruptions, to include:
 - Definition of Major Outage
 - Guaranteed response times for repair
 - Service monitoring capabilities and responsibilities
 - Call escalation matrix with names and numbers according to severity
- c) Vendor must provide diagnostic and resolution feedback in the event of service outages and interruptions.

4. Service Level Agreements

Vendor should include an outline of proposed Service Level Agreements (SLA) for all relevant aspects of the project. At a minimum, SLAs should address:

- a) Uptime availability
- b) Meantime to respond / repair / restore

5. Reporting

Vendor should provide on-going weekly performance and weekly utilization reports of service components and links as soon as services are transitioned. A consolidated report is preferred over individual site reports. The weekly performance reports should include:

- a) Uptime Availability (with reasons for extended outages).
- b) Others as recommended by successful respondent.

PART II: GENERAL TERMS AND CONDITIONS

1.0 STATEMENT OF CONFIDENTIALITY

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

Proposal submissions are subject to the Maryland Public Information Act (Education Article, Maryland Annotated Code, §10-611, et seq.). In accordance with the Act, certain information is subject to public disclosure. Please be advised that should you deem any portion of your proposal as confidential or proprietary, it must be conspicuously indicated on those portions so deemed. However, and in accordance with the Act, you are hereby notified that every portion may still be subject to disclosure under the Act.

2.0 TERM OF AGREEMENT

The anticipated term of this contract shall be for five (5) years starting on July 1, 2015, and ending on June 30, 2020.

3.0 NON-MANDATORY PRE-PROPOSAL MEETING

A **non-mandatory** pre-proposal meeting is scheduled for **Thursday, September 4, 2014 at 10:00 a.m.** local time, 200 E. North Avenue, Baltimore, MD 21202, Room **301**.

While attendance at the pre-proposal meeting is not mandatory, the information presented is informative. All interested Offerors are encouraged to attend in order to be better able to prepare an acceptable proposal.

4.0 QUESTIONS AND INQUIRIES

No interpretation of the meaning of the specifications or other documents will be made to any Supplier orally. Questions shall be submitted in writing to the Point of Contact (see Part II, § 5.0). To be given consideration, the questions must be received **NOT LATER THAN 1:00 p.m., Friday, September 12, 2014**. Questions that are deemed to be substantive in nature will be answered only in writing, with both the question(s) and answer(s) being posted on www.emarylandmarketplace.com.

5.0 POINT OF CONTACT

Lonnie W. McKenzey, Buyer
Baltimore City Public Schools
Office of Materials Management
200 E. North Avenue
Baltimore, MD 21202
Phone: **443-984-3389**
E-mail: lmckenzey@bcps.k12.md.us

6.0 CONTRACT MONITOR/CITY SCHOOLS SUPERVISION

For purposes of this contract, the Contract Monitor (also referred to as the Project Manager) is **James M. Smith, Jr.**

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

7.0 CONTRACT TYPE

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

8.0 PAYMENT TERMS

The Contractor shall submit an invoice detailing the services provided and the actual costs incurred. Payment shall be in accordance with line item price on the Purchase Order and made within 30 days after the date on the invoice.

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

9.0 RFP REVISIONS

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

10.0 SUBMISSION DEADLINE

In order to be eligible for consideration, proposals must be received at City Schools Office of Materials Management no later than **11:00 a.m., Thursday, September 25, 2014, in Room 401**. Vendors mailing proposals shall allow sufficient carrier delivery time to ensure timely receipt of their proposal in the Office of Materials Management (Room 401) prior to the deadline. Any proposal received in the Office of Materials Management after the submission deadline, no matter what the reason, will be returned unopened. Delivery to the City Schools' mailroom, lobby, etc. shall not constitute delivery to the Office of Materials Management located in Room 401.

11.0 PROPOSAL OPENING

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

12.0 DURATION OF OFFER

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

13.0 MINORITY & WOMEN BUSINESS ENTERPRISE PROGRAM

A waiver has been granted for this solicitation by the Office of Minority and Women Business Enterprise.

14.0 E- COMMERCE

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

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

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

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

15.0 INSURANCE

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

16.0 LIQUIDATED DAMAGES

Not Applicable

17.0 CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE

It is the responsibility of the Consultant to make certain that its employees, agents, volunteers, and contractors who have contact with students be fingerprinted and have a

background check in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code.

A. Employees Having Direct Contact with Students:

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

B. Employees Do Not Have Direct Contact With Students:

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

C. Employment of Child Sex Offenders:

The Consultant shall at all times be compliant with the Criminal Procedure Article of Annotated Code of Maryland Section 11-722 that states that a person who enters a contract with a County Board of Education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registered child sex offender. If a registered child sex offender is employed by the Consultant, the Consultant is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any City Schools property. Violation of this provision may result in Termination for Cause.

18.0 LIVING WAGE

N/A

19.0 BONDING

All Proposals shall be accompanied by a proposal bond in the amount of \$5,000.00 in the form of a certified or cashier's check, treasurer's check, U.S. Postal Money Order, or an original proposal bond made payable to Baltimore City Public Schools or the equivalent in cash, or otherwise supplied in a form satisfactory to the Chief Financial Officer (CFO). Proposal bonds shall be submitted in Volume I - Technical Proposal Submission. Failure to submit the proposal bond, as required, will deem the proposal non-responsive.

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

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

20.0 TERMS AND CONDITIONS

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

It shall be the Contractor's sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. City Schools shall bear no responsibility for monitoring the Contractor's compliance with said legal requirements. If the Contractor fails to maintain legal compliance, City Schools may find said Contractor in default.

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

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

21.0 BALTIMORE CITY'S YOUTHWORKS PROGRAM

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

PART III: PROPOSAL FORMAT

1.0 GENERAL FORMAT – TWO-PART SUBMISSION

- A. Offerors shall submit **in separate sealed envelopes** the following;
- Volume I - Technical Proposal
 - Volume II - Financial proposal

Each envelop shall comprise the following:

1. The Technical proposal shall include **one (1)** original (so labeled) and **four (4)** copies in a sealed envelope clearly labeled "Technical Proposal." An electronic version of the Technical Proposal shall also be submitted with the original. Electronic media must be a CD or USB and shall bear a label on the outside containing the RFP number and name as well as the name of the Offeror and the words Volume I: Technical Proposal.
2. The Financial proposal shall include **one (1)** original (so labeled) and **two (2)** copies in a sealed envelope clearly labeled "Financial Proposal." An electronic version of the Financial Proposal shall also be submitted with the original. Electronic media must be a CD or USB and shall bear a label on the outside containing the RFP number and name as well as the name of the Offeror and the words Volume II: Financial Proposal.

- B. Each envelope and the outside of each package shall, in addition, be labeled with the following:

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

2.0 VOLUME I: TECHNICAL PROPOSAL FORMAT

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

TAB A. TRANSMITTAL LETTER

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

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

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

TAB B. TABLE OF CONTENTS

TAB C. EXPERIENCE AND CAPABILITIES

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

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

TAB D. FISCAL INTEGRITY/FINANCIAL STATEMENTS

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

- e. Evidence of a successful financial track record
 - f. Evidence of adequate working capital
2. Offeror shall identify any claims during the past five (5) years and provide information on any pending litigation, lawsuits etc. The failure to provide accurate information may be determined to be a material breach of any future agreement or contract with City Schools.
 3. Offeror shall submit a State of Maryland Certificate of Good Standing or other filing verifying the offeror is in Good Standing with the Department of Assessments and Taxation of Maryland. Certificates of Status may be obtained on line at <http://www.dat.state.md.us>.

TAB E. TECHNICAL RESPONSE TO RFP SCOPE OF WORK

The Offeror shall address each major requirement of Part I (Scope of Work) including: Sections 3.0, 3.1, and 3.2.

TAB F. FORMS

1. Certificate of Status (State of Maryland Certificate of Good Standing with the Department of Assessments and Taxation)
2. Completed Non-Collusion Certificate (Notarized) (Appendix D)
3. Completed Debarment Affidavit (Notarized) (Appendix E)
4. Completed Anti-Bribery Affidavit (Notarized) (Appendix F)
5. Completed Certificate of Insurance (Appendix G)
6. Completed W9 available at: www.irs.gov/pub/irs-pdf/fw9.pdf
7. Completed Baltimore City's Youthworks (Appendix H)
8. Bid Bond

TAB G. TECHNICAL ELECTRONIC MEDIA (technical only)

3.0 VOLUME II: FINANCIAL PROPOSAL

- A. Offerors shall enter all price information on Appendix I, "Financial Proposal Form" and submit it under a separate sealed cover as described in Part III, Section 1.0.
- B. An electronic version of the Financial Proposal shall also be submitted with the original. Electronic media must be a CD or USB and shall bear a label on the outside containing the RFP number and name as well as the name of the Offeror and the words Volume II: Financial Proposal.

Failure to provide any of the requested information or documents in this solicitation may render the bid non-responsive.

PART IV: EVALUATION AND SELECTION PROCEDURE

1.0 EVALUATION COMMITTEE

- A. Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. The contract resulting from this RFP will be awarded to the Offeror whose proposal is the most advantageous to City Schools, considering price and technical factors set forth herein.
- B. The Evaluation Committee will make the final determination about acceptability of proposals.

2.0 EVALUATION PROCESS

- A. The committee will evaluate each technical proposal using the evaluation criteria set forth below. As part of this evaluation, the Committee may hold discussions with all qualified Offerors. Discussions may be conducted via teleconference or may take the form of questions to be answered by the Offerors and conducted by mail, E-mail, or facsimile transmission at the discretion of City Schools. During the evaluation process, the committee may request technical assistance from any source.
- B. Following the completion of the technical evaluation of all Offerors' technical proposals, including any discussions, the committee will rank each qualified Offeror's technical proposal.
- C. The cost proposal of each qualified proposal will be distributed to the Evaluation Committee following the completion of the technical evaluation. The cost proposals will not be distributed to the committee until the technical evaluation is completed. The Committee will determine total costs of the proposals in order to establish a financial ranking of the proposals from lowest to highest.
- D. The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Offerors in any manner deemed necessary to serve the best interests of the City Schools and the Board of School Commissioners.
- E. Offerors may be asked to make an oral presentation to the Evaluation Committee. The purpose of the oral presentation is to provide an opportunity for the Offeror to clarify its proposal submission and substantiate proposal representation. The oral presentation is a part of the technical evaluation.
- F. If it is determined to be in the best interest of City Schools, the City Schools may invite Offerors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.
- G. The Committee will recommend the Offeror whose overall proposal provides the most advantageous offer To City Schools considering both price and technical factors set forth in this RFP.

3.0 EVALUATION CRITERIA

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

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

Factors	Weight
A. Price of E-Rate eligible cost components	41%
B. Suitability of technical proposal	39%
C. Price of E-Rate ineligible cost services	10%
D. Experience and capabilities / Fiscal integrity / Financial stability	10%

Total maximum score is 100 points. Award is to the highest scoring vendor.

PART V: APPENDICES



APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR RFP'S

These Terms and Conditions shall apply unless otherwise noted in General Terms and Conditions attached to individual bid request. It shall be the Contractor's sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. City Schools shall bear no responsibility for monitoring the Contractor's compliance with said legal requirements. If the Contractor fails to maintain legal compliance, City Schools may find said Contractor in default.

1. REQUEST FOR PROPOSALS (RFP)

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

2. GENERAL REQUIREMENTS

- a. **AUTHORIZED DEALERS:** Only authorized dealers may submit a proposal on requested equipment. At the discretion of City Schools, a certificate, executed by the manufacturer, may be requested stating that the Vendor is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.
- b. **INSPECTIONS:** City Schools reserves the right to have inspectors on the premises of the manufacturer during the process of manufacture of any products being furnished under this RFP for as long as may be considered necessary by City Schools. All expenses of the inspectors shall be borne by City Schools. The presence of the inspectors at the site of manufacture of the products shall not relieve the Awarded Vendor of responsibility for faulty workmanship of materials that may be discovered at any time after delivery and prior to final acceptance in accordance with the specifications. In case of factory inspection of items being manufactured for City Schools, every facility shall be afforded inspectors by the manufacturers for the pursuance of their work.
- c. **TYPES OF PURCHASES:** These specifications are intended to cover the various types of purchases of equipment, materials, supplies, or services as shown to any or to each of the various public schools, offices, or to any designated warehouse or warehouses in Baltimore City, Maryland, whichever is specified, in quantities to be determined subsequent to the award. There are approximately 200 schools and offices in City Schools.

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

Awarded Vendor from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.

- k. SUB-CONTRACTORS: The Awarded Vendor shall give its constant personal attention to the faithful execution of this contract, shall keep the same under its own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of the City Schools. The Awarded Vendor shall provide the name of the sub-contractor(s) it intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the specifications and/or the Director of Materials Management Department or his or her designee. The information may be used in considering the potential performance capabilities of the sub-contractor(s). The Awarded Vendor shall not, without prior written consent of City Schools, assign any of the monies payable under the contract.
- l. COOPERATIVE PURCHASING: The City Schools reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

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

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

3. PRICES

- a. UNIT PRICES: Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the RFP. All unit prices on items shall be completed on the proposal sheet(s). A NO BID notation must be completed for each item not being bid. In case of error in extension of prices in the

proposal response, the unit price shall govern.

- b. **UNITS OF MEASURE:** Wherever City Schools indicates the unit of measure required and the Vendor's price is based on a different unit of measure, it shall be at the sole discretion of City Schools to determine whether the Vendor's price will be recalculated. City Schools will not accept any proposals with Vendor escalator clauses, unbalanced figures, or irregular features.
- c. **DELIVERY CHARGES:** All prices shall include all delivery charges.
- d. **CASH DISCOUNTS:** Cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, are to be included in the bid price.
- e. **PRICE REDUCTIONS:** City Schools reserves the right to accept price reductions from the Awarded Vendor during the term of this contract to occur no less than thirty (30) days from the approval of the contract.
- f. **TAXES:** City Schools is exempt from the payment of the Maryland Sales Tax (Tax Exempt Number 30002539) and Federal Excise Tax (Tax Identification Number 52-2064-235). Prices quoted shall not include State Sales and Use Tax or Federal Excise Tax. Exemption certificates will be furnished upon request.

4. ITEM DELIVERY

- a. **GENERAL DELIVERY REQUIREMENTS:** All materials, supplies, and equipment for City Schools shall be delivered F.O.B. Destination. All deliveries must be inside the building. Delivery hours shall be Monday through Friday with the exception of holidays, to offices - between **8:30 a.m. and 3:30 p.m.**; to schools – between **9:00 a.m. and 2:30 p.m.** The Awarded Vendor(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc., from the premises after delivery and set up of any furniture and equipment. Drivers must be bonded, have a clean driving record and have the appropriate training to handle hazardous items. Vendor will have the ability (including all applicable permits and licenses) to handle all types of shipments ranging from letters to multi-carton shipments, including bulky and fragile items. Delivery must include a current MSDS for each hazardous chemical or chemical compound delivered or used by the Vendor at a City Schools worksite. The Awarded Vendor shall be liable for the full replacement value of any delivery item lost or damaged.
- b. **SPECIAL DELIVERY INSTRUCTIONS:** Special Instructions for delivery dates, delivery of heavy equipment, materials or machinery requiring special handling, to schools/sites under construction and/or renovation, or refrigerated goods will be defined in General Terms and Conditions.
- c. **PACKING:** All materials must be securely packed in accordance with accepted trade practices. City Schools Purchase Order number must be plainly visible on the exterior of each container. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information: Purchase Order Number, Vendor Name, Name of the Article, Item Number, Quantity, and Delivery Location (Example: ABC Elementary School Library). Failure to comply with this condition may be

considered sufficient reason to refuse to accept the goods.

- d. **SAFETY REQUIREMENTS:** The Awarded Vendor shall provide all equipment and machinery furnished and delivered to City Schools complying with the Safety regulations as required by OSHA and the Maryland State Safety Health Act known as MOSHA. The Vendor shall sign the safety section, if attached in the proposal response, certifying that the regulations for the type of equipment furnished shall meet all regulations applying to this type equipment meeting the CFR-1910 MOSHA Standard. The Vendor shall submit Material Safety Data Sheets (MSDS) for all items awarded to that vendor provided under the terms of this proposal in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the vendor must submit MSDS sheets to: Baltimore City Public Schools, Director of Facilities, 200 E. North Avenue, Room 407, Baltimore, Maryland 21202.
- e. **LIQUIDATED DAMAGES:** In the event the Awarded Bidder fails to deliver the goods or services of the contract in accordance with the specifications, City Schools reserves the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of City Schools. All additional expenses incurred by City Schools as a result of such purchases will be deducted from the monies owed or monies that may become due the Vendor.

5. GUARANTEE AND WARRANTIES

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

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

6. MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES PARTICIPATION

- a. **PARTICIPATION REQUIREMENT:** All suppliers shall comply with the requirements of Article 5, Subtitle 28 et seq. of the Baltimore City Code, as amended from time to time, pertaining to Minority and Women's Business Enterprises (MBE/WBE Requirements). The enforcement and interpretation of the MBE/WBE Requirements is vested in the Board.
- b. **BOARD POLICY:** It is the policy of the Board that maximum feasible opportunity will be provided to certify Minority and Women Business Enterprises to participate in the performance of Board contracts for goods and services needed by the Board. The general goal of the Board is that in contracts valued at \$25,000 or more, the Vendor subcontract a given percentage to certified Minority Business Enterprises ("MBE") and a given percentage of the total contract price to Women Business Enterprises ("WBE").
- c. **REQUIRED FORMS:** Interested Vendors must complete the MBE and WBE Vendor Information and Utilization Forms attached to the bid request and submit it as directed.
- d. **MBE AND WBE PARTICIPATION REVIEW:** The Director of Materials Management will deliver the bidder's completed MBE and WBE Bidder Information and Utilization Forms to the MBE/WBE Liaison to review on behalf of the Board to determine whether the firms listed by the interested Bidder are certified MBE/WBE firms, whether the percentage of MBE/WBE participation is in compliance, and whether the interested Bidder has attained the Board's MBE/WBE goals. The MBE/WBE Liaison will submit their findings and any recommendations to the Board for their review and approval. The Board may accept, reject, or modify any findings or recommendations of the M/WBE Liaison.
- e. **BOARD EXCEPTIONS, WAIVERS AND REDUCTIONS:** The Board may grant such exceptions, waivers, and reduction in the MBE/WBE goals as it deems to be in the best interest of the City Schools. The Board, in its capacity as the contracting authority, may also grant exceptions and waivers with respect to the MBE/WBE requirements as it

deems appropriate.

- f. **FAILURE TO COMPLY:** A Vendor's failure to comply fully with these requirements constitutes a breach of any Agreement and entitles the Board, at its option, to terminate the Agreement immediately upon delivery of written notice of termination to the Company. A Vendor that fails to comply with any provision pertaining to MBE/WBE requirements, including, but not limited to, the failure to provide required information to demonstrate compliance with MBE/WBE requirements, is subject to any and all of the following penalties: suspension of contract; withholding of funds; rescission of contract based on material breach; refusal to accept a bid; disqualification (debarment) of a Vendor, contractor or other business from eligibility for providing goods or services to the Board for a period not to exceed two years; or payment of liquidated damages.

7. BONDING

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

8. PROPOSAL SUBMISSION

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

of the individuals composing the partnership.

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

made to the Board in accordance with the General Terms and Conditions.

- m **RIGHT TO PROTEST:** Any bidder or offeror 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 Director. The protest shall be submitted, in writing, to the Director 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.
- n **CONTRACT TERM:** The Vendor shall refer to the General Terms and Conditions attached to the RFP for details regarding the Term of Contract for this solicitation.
- o **COMMENCEMENT OF SERVICES:** City Schools shall have no obligation to pay for services performed before the Board approves the contract or after it ends. City Schools shall have no obligation to pay for services in excess of the monetary amount of the award. City Schools shall have no obligation to pay for services before a purchase order is issued.

9. ADDENDA

- a. **INQUIRIES:** No interpretation of the meaning of the specification or other documents will be made to any Supplier orally. To be given consideration, inquiries must be received as outlined in Part II Item 4.0. Unless otherwise specified in the General Terms and conditions, inquiries are to be sent in writing to City Schools, 200 East North Avenue, Materials Management Office, Room 401, Baltimore, MD 21202. "INQUIRY" and the RFP name and number must be noted on the envelope. Alternatively, inquiries may be e-mailed to the Buyer. The subject field of the e-mail must include "INQUIRY" and the Bid name and number.
- b. **ISSUANCE:** Any changes to the RFP specifications will be made through the appropriate addenda. Failure of any Supplier to receive such addenda or interpretation shall not relieve any Supplier from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

10. ANNULMENTS AND RESERVATIONS

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

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

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

11. TERMINATION OF CONTRACT

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

12. GOVERNING LAW

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

13. CONTRACT TERMS AND CONDITIONS

- a. **SUBMISSION OF INVOICES:** Supplier agrees to accept the line item price on the

purchase order as final payment. All invoices are to be submitted promptly showing Purchase Order number, and name and address of recipient and mailed to Baltimore City Public School System, Accounts Payable Office, Room 403, 200 E. North Avenue, Baltimore, Maryland 21202 (unless otherwise noted). A second copy (Delivery Ticket) shall be sent with the material to the appropriate location at the time of delivery.

- b. **INCORRECT INVOICES:** Incorrect invoices will be returned for correction or paid in accordance with the purchase order. Each invoice shall identify the City Schools Purchase Order Number, line item number and item descriptions or services shall be listed in the same order as on the Proposal and/or Purchase Order.
- c. **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments are permissible.
- d. **FREIGHT:** When transportation charges are billed to City Schools, a paid freight bill must accompany the invoice. Invoices received unaccompanied by such evidence will be paid only upon acceptance by City Schools. Cartage, package or boxing charges will not be allowed unless specifically so stated in this Purchase Order.
- e. **LATE SUBMISSION OF INVOICES:** The parties acknowledge and agree that the Vendor's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided. If invoices are submitted after one calendar year after the Vendor's services have been rendered or the last date when goods and materials were accepted by the Board, then the Board shall have no obligation to pay for the stale invoices.
- f. **CONFIDENTIALITY:** Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of the City Schools. Vendor and its employees, agents, volunteers and contractors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Additionally, Vendor shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Vendor and City Schools for the mutual disclosure of such records by and among the Vendor, City Schools and City Schools' employees, agents, volunteers and contractors.
- g. **INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless the Mayor and City Council of Baltimore (City), the Board and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the City, the Board and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Consultant or its employees, agents, or volunteers.
- h. **INSURANCE:** Unless otherwise specified in the General Terms and Conditions, Vendor shall procure and keep in force the following required insurance coverage: Commercial General Liability Insurance at limits of not less than One Million Dollars (\$1,000,000) per occurrence for claims arising out of bodily injuries or death, and property damages,

subject to a minimum limit of Three Million Dollars (\$3,000,000) aggregate. Such insurance shall include contractual liability insurance. Business Automobile Liability at limits of not less than One Million Dollars (\$1,000,000) per occurrence for all claims arising out of bodily injuries or death and property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of this Agreement. Workers' Compensation coverage as required by the State of Maryland, as well as any similar coverage required for this work by applicable Federal or "Other States" State Law. Consultant shall, at all times, maintain and keep in force Professional Liability, Errors and Omissions Insurance at a limit of not less than One Million Dollars (\$1,000,000.00) in the event the service delivered pursuant to this Agreement, either directly or indirectly, involves or requires professional services. "Professional Services" for the purpose of this Agreement shall mean any services provided by a licensed professional such as those provided by the Consultant. The City, the Board, and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers shall be covered, by endorsement, as additional insured as respect to liability arising out of activities performed or to be performed by or on behalf of the Consultant in connection with this Agreement. The Consultant's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit brought. The Consultant's insurance coverage shall be primary. Any insurance and/or self-insured program maintained by the City or the Board and their respective elected/appointed, officials, employees, departments, agencies, agents and volunteers, shall not contribute with the Consultant's insurance or benefit the Consultant in any way. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the City and the Board. There will be an exception for non- payment of premium, which is ten (10) days notice of cancellation. Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or, if not rated with Best's with minimum surpluses the equivalent of Bests' surplus size VII and must be licensed/approved to do business in the State of Maryland. The Consultant shall furnish the City and the Board's Director of Materials, a "Certificate of Insurance" with a copy of the additional insured endorsement as verification that coverage is in force. The City and the Board reserve the right to require complete copies of Insurance policies at any time. Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance as required may render this Agreement null and void; provided, however, that no act or omission of the City or the Board shall in any way limit modify or affect the obligations of Consultant under any provision of this Agreement.

- i. **NON-ASSIGNABILITY:** This contract shall not be assigned or services subcontracted in whole or in part without the written consent of the City Schools. Any attempt to do so without such written consent shall be null and void of no effect.
- j. **INDEPENDENT VENDOR:** Vendor is furnishing its goods and/or services hereunder as an independent Vendor, and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship.
- k. **GENERAL RECORDS CLAUSE:** Vendor's contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by the City Schools and made available by the Vendor to the City Schools and/or its designated agents at any time upon reasonable prior notice, during performance under this Contract and for a period of four (4) years after final payment or such longer period of time as required by law or rule or regulations.

- I. **SOLE AGREEMENT:** This Contract constitutes the sole agreement between the parties hereto and no amendment, modification or waiver of any of the terms and conditions hereof shall be valid unless in writing and executed by both parties. Any prior verbal agreements or proposals shall not be considered a part of this Contract.
- m. **PROTECTION OF PROPERTY:** Vendor will use reasonable care to avoid damaging existing buildings, equipment, and property at City Schools sites and all material furnished by City Schools ("Property"). If the Vendor's failure to use reasonable care causes damage to any property, Vendor must replace or repair the damage at no expense to the City Schools as directed by the Contracting Officer. If the Vendor fails or refuses to make such repair or replacement, the Vendor will be liable for the cost, which may be deducted from payments due Vendor.
- n. **PUBLIC STATEMENTS:** Vendor shall not use or reference the Name or Emblem of the Baltimore City Public Schools in issuing any press releases or otherwise making any public statement with respect to this Contract (unless such press release or statement is required by applicable law regulation or the requirements of any listing agreement with any applicable stock exchange) without the prior written consent of City Schools, which consent will not be unreasonably withheld. Purchase by the City Schools of any articles, material, merchandise, or service does not imply that the City Schools has either adopted or endorsed the product or service, and the use by any manufacturer, Vendor, merchant or other person of the name or emblem of the City Schools in any advertisement that they are furnishing products or services is not authorized. The unauthorized use of the name or emblem of the City Schools is prohibited by the United States Criminal Code - Section 706.

APPENDIX B – SAMPLE PROFESSIONAL SERVICE AGREEMENT

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

THIS PROFESSIONAL SERVICE AGREEMENT (“Agreement”) is made as of this day
of , , by and between the Baltimore City Board of School Commissioners ("the Board"),
and (the "Consultant").

WHEREAS, the Baltimore City Public School System (“City Schools”) needs the
technical assistance of Consultant with regard to providing , and;

WHEREAS, Consultant employs individuals who possess the necessary experience,
skills, and talent to assist the Board in providing such services.

NOW, THEREFORE, the parties agree as follows:

1. Term. This Agreement shall be for a period of performance beginning and, unless
sooner terminated as provided in this Agreement or extended with the approval of the
Board, will end on the earlier of or when the monetary amount of the Agreement is
fully expended, or when the services are no longer needed. No services shall be
performed before the Board approves the contract or after it ends.
2. Services. During the term of this Agreement Consultant shall provide the services which
are set forth in the attached document which is entitled Scope of Services, which is a part
of this Agreement (Attachment I to this Agreement). Such services are to be provided in
coordination with .
3. Contract Documents. This Agreement, together with the Invitation For Bid
(IFB) or Request for Proposal (RFP-) and the Response to IFB or
RFP- constitute the Contract Documents. In the event of a conflict between the

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

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

4. Payment. The Board agrees to pay Consultant and Consultant agrees to accept, as full compensation for Consultant's services under this Agreement, an aggregate amount not to exceed \$, in accordance with the attached Budget which is a part of this Agreement (Attachment II to this Agreement). Consultant shall submit an invoice on a monthly basis detailing the services provided and the actual costs incurred. Payment shall be made within 30 days after the date of submission of an invoice to the Board's Accounts Payable Office. The Board shall have no obligation to pay for services performed before the Board approves the Agreement or after it ends. The Board shall have no obligation to pay for services in excess of the monetary amount of the Agreement. The Board shall have no obligation to pay for services before a purchase order is obtained from the Office of Materials Management formerly the Procurement Office.

5. Accounts and Records.

- A. Consultant shall retain, and upon request, make available to the Board, all accounts and records relating to this Agreement for at least three years after final payment is made and all other pending matters are concluded. The Board reserves the right to audit and inspect all accounts and records maintained by Consultant in connection with this Agreement.
- B. Public and private nonprofit contractors are required to comply with the requirements of the Office of Management and Budget (OMB) Circular A-133. The nonprofit contractor is responsible for having an audit performed in accordance with and when required by OMB A-133 and for sending a copy of the report issued as a result of the audit to the Board within 30 days of the audit report's issuance. Furthermore, the Board must approve any independent auditor engaged to assure that the auditor is qualified and meets Government Accounting Office standards as well as to evaluate the scope of the audit engagement to assure it complies with OMB requirements. (**Applicable/Not Applicable: City Schools Buyer circle one**).

6. Independent Contractor. The Board and Consultant recognize and agree that Consultant is an independent contractor, and that neither Consultant nor any of Consultant's

employees or agents is an employee of the Board or of the Mayor and City Council of Baltimore (the "City").

7. Subcontract or Assignment. Consultant shall give full personal attention to the faithful execution of this Agreement. Consultant shall not subcontract or assign any part of this Agreement without the prior written consent of the Board.
8. Employment. Within one (1) year following separation from the Board or City Schools, a former employee, official or Board member may not assist or represent Consultant other than the Board or City Schools for compensation in any case, controversy, dispute, contract or other specific matter involving the Board or City Schools if that case, controversy, dispute, contract or other specific matter is one in which the former employee, official or Board member significantly participated as an employee, official or Board member of the Board or City Schools. Failure to adhere to or comply with this requirement constitutes a material breach in which the Board reserves the right to impose sanctions, up to and including suspension of this Agreement, withholding of payment, rescission or termination of this Agreement.
9. Indemnification. The Consultant shall defend, indemnify, and hold harmless the City, the Board and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the City, the Board and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Consultant or its employees, agents, or volunteers.
10. Insurance.
(If the total amount of this agreement is under \$25,000.00, these insurance requirements do not apply).
 - A. The Consultant shall procure and keep in force the following required insurance coverage:

1. Commercial General Liability Insurance at limits of not less than One Million Dollars (\$1,000,000) per occurrence for claims arising out of bodily injuries or death, and property damages, subject to a minimum limit of Three Million Dollars (\$3,000,000) aggregate. Such insurance shall include contractual liability insurance.
 2. Business Automobile Liability at limits of not less than One Million Dollars (\$1,000,000) per occurrence for all claims arising out of bodily injuries or death and property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of this Agreement.
 3. Workers' Compensation coverage as required by the State of Maryland, as well as any similar coverage required for this work by applicable Federal or "Other States" State Law.
 4. Professional Liability, Errors and Omissions Insurance at a limit of not less than One Million Dollars (\$1,000,000.00) in the event the service delivered pursuant to this Agreement, either directly or indirectly, involves or requires professional services. "Professional Services" for the purpose of this Agreement shall mean any services provided by a licensed, certified or otherwise documented professional.
- B. The City, the Board, and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers shall be covered, by endorsement, as additional insureds as respect to liability arising out of activities performed or to be performed by or on behalf of the Consultant in connection with this Agreement.
- C. The Consultant's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit brought.
- D. The Consultant's insurance coverage shall be primary. Any insurance and/or self-insured program maintained by the City or the Board and their respective elected/appointed, officials, employees, departments, agencies, agents and volunteers, shall not contribute with the Consultant's insurance or benefit the Consultant in any way.
- E. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the City and the Board. There will be an exception for non- payment of premium, which is ten (10) days notice of cancellation.
- F. Insurance is to be placed with insurers with a Best's rating of no less than A:VII, or, if not rated with Best's with minimum surpluses the equivalent of Bests'

surplus size VII and must be licensed/approved to do business in the State of Maryland.

- G. The Consultant shall furnish the City and the Board's Director of Materials, a "Certificate of Insurance" with a copy of the additional insured endorsement as verification that coverage is in force. The City and the Board reserve the right to require complete copies of Insurance policies at any time.
 - H. Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance as required may render this Agreement null and void; provided, however, that no act or omission of the City or the Board shall in any way limit modify or affect the obligations of Consultant under any provision of this Agreement.
11. Responsibility for payment of taxes. Consultant shall be responsible for all federal and/or state tax, and Social Security liability that may result from the performance of and compensation for these services. The Board assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of Consultant, its employees and/or others by reason of this Agreement. Consultant shall defend, indemnify and save harmless the Board, the City and the State of Maryland, (when any funds for this Agreement are provided by the State of Maryland or the Federal Government), their officials, officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from:
- A. Consultant's failure to pay any such compensation, wages, benefits, or taxes; and/or
 - B. The supplying to Consultant of work, services, materials, or supplies in connection with or in support of the performance of this Agreement.
12. Criminal Background Check. It is the responsibility of the Consultant to make certain that its employees, agents, volunteers, and contractors who have contact with students be fingerprinted and have a background check in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code.
- A. Employees Having Direct Contact with Students:
Any and all current and future employees of Consultant who have direct contact with students must have a criminal background check and fingerprinting conducted by the Human Resources Department of the City Schools before beginning work in a City School. Previous background checks will not be accepted. The fee for the background check shall be paid by the Consultant by

check or money order at the time the fingerprinting is performed. No employee can begin work in a City School until results have been received. Violation of this provision may result in Termination for Cause.

B. Employees Do Not Have Direct Contact With Students:

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

C. Employment of Sex Offenders:

The Consultant shall at all times be compliant with the Criminal Procedure Article of Annotated Code of Maryland Section 11-722 that states that a person who enters a contract with a County Board of Education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registered sex offender. If a registered sex offender is employed by the Consultant, the Consultant is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any City Schools property. Violation of this provision may result in Termination for Cause.

11. Student's Education / Medical / Psychological Records / Consents. Consultant and its employees, agents, volunteers and contractors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Additionally, Consultant shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Consultant and the Board for the mutual disclosure of such records by and among the Board, Consultant and Consultant's employees, agents, volunteers and contractors.
12. Compliance with Laws. Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Agreement. Consultant's violation of any of these laws, statutes, ordinances, rules, or regulations constitutes a breach of this Agreement and entitles the Board to terminate this Agreement immediately upon delivery of written notice of termination to Consultant.

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

A consultant who fails to comply with any provisions pertaining to the above MBE/WBE requirements, including but not limited to the failure to provide required paperwork to demonstrate compliance with MBE/WBE requirements, is subject to any and all of the following penalties: (1) suspension of contract; (2) withholding of funds; (3) rescission of contract based on material breach; (4) refusal to accept a bid; (5) disqualification (debarment) of a bidder, contractor, or other business from eligibility for providing goods or services to the board for a period not to exceed 2 years; and (6) payment of liquidated damages.

The final payment from the board to the consultant is contingent upon compliance with and submission of the required paperwork pertaining to the above MBE/WBE requirements. **(Applicable/Not Applicable: City Schools Buyer circle one).**

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

extent specified in the notice but shall complete performance of any services not terminated by the notice and shall take any other action directed in the notice or by the Board's Contract Monitor.

15. Professionals. In the event the services to be provided by Consultant must by law be provided by individuals who are licensed and/or certified, Consultant shall only assign individuals to provide services under this Agreement who are licensed and/or certified in accordance with the law. Additionally, Consultant shall only assign individuals who have been credentialed by the Consultant to provide the specific professional services required by this Agreement. All such individuals assigned by Consultant to provide services shall maintain their license and/or certification in good standing (not under review or subject to suspension, credentials current) during the entire term of this Agreement. Consultant shall, prior to providing services, submit documentation that the individuals assigned to provide services are properly credentialed and are licensed and/or certified to the Director of Materials, 200 E. North Avenue, Baltimore, Maryland 21202.
16. Performance Evaluation. The Board or its authorized agents or representatives may conduct an evaluation of the Consultant's performance under this Agreement. Consultant shall fully cooperate with the Board or its authorized agents or representatives and shall provide such information and documents as may be requested to conduct the performance evaluation.
17. Governing Law. This Agreement shall be construed by and governed under the laws of the State of Maryland.
18. Entire Agreement. This Agreement supersedes all prior oral and written proposals and communications between Consultant and the Board related to Consultant's services to be performed and validly executed Amendments are herein incorporated by reference to this Agreement. This Agreement may not be modified orally, and no modification or any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom enforcement of such modification or waiver is sought.

19. Waiver. No waiver of any breach of any provision of this Agreement shall operate as a waiver of such provision of this Agreement or as a waiver of subsequent or other breaches of the same or any other provision of this Agreement, nor shall any action or non-action by either party be construed as a waiver of any provisions of this Agreement or of any breach thereof unless the same has been expressly declared or recognized as a waiver by such party in writing.
20. Termination for Default. If the Consultant fails to fulfill its obligation under this Agreement properly and on time, or otherwise violates any provision of the Agreement, the Board or its designee may terminate the Agreement by written notice to the Consultant. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Consultant shall, at the Board's option, become the Board's property. The Board shall pay the Consultant fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Consultant's breach. If the damages are more than the compensation payable to the Consultant, the Consultant will remain liable after termination and the Board can affirmatively collect damages.
21. Withholding Payment. In addition to any other available remedies, if, in the opinion of the Board, the Consultant fails to perform in accordance with the terms of the Agreement, the Procurement Officer or a department designee responsible for paying invoices may refuse or limit approval of any invoices for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Board determines that the Consultant has met the performance terms as established by the Agreement.
22. Late Submission of Invoices. The parties acknowledge and agree that the Consultant's invoices are to be submitted to the Board in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided to the Board. If invoices are submitted after one calendar year after the last date the Consultant's services have been rendered or the last date when goods and materials were accepted by the Board, then the Board shall have no obligation to pay for the stale invoices.

23. Recitals. The Recitals are incorporated herein by reference.
24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.
25. Interpretation. The Agreement shall not be construed or interpreted for or against any party hereto because the party drafted or caused that party's legal representative to draft any of its provisions.
26. Contract Monitor. Communications for the purposes of billing, payment and submission of documentation required by this Agreement shall be between the Board's Contract Monitor who is as follows:

For the Board:

Name

200 East North Avenue
Address

Baltimore, MD 21202
City, State, Zip Code

Phone Number

Fax Number

For the Consultant:

Name

Address

City, State, Zip Code

Phone Number

Fax Number

Tax Identification Number

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

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

BALTIMORE CITY BOARD
OF SCHOOL COMMISSIONERS

Witness

Gregory E. Thornton, Ed.D.
Chief Executive Officer
Secretary, Board of School Commissioners

CONSULTANT

Witness

By:

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY THIS_____, OF
_____, 201__.

APPROVAL OF THE
DIRECTOR OF MATERIALS
MANAGEMENT

Office of Legal Counsel

ATTACHMENT I
SCOPE OF SERVICES

ATTACHMENT II

BUDGET

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

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

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

APPENDIX C – REFERENCES

RFP-15008 SIP Trunk and Transport Solution

1.

Client Name:

Address:

Services Provided:

Date(s) of services:

Contact Name & Title:

Phone No:

Email Address:

2.

Client Name:

Address:

Services Provided:

Date(s) of services:

Contact Name & Title:

Phone No:

Email Address:

3.

Client Name:

Address:

Services Provided:

Date(s)of services:

Contact Name & Title:

Phone No:

Email Address:

4.

Client Name:

Address:

Services Provided:

Date(s)of services:

Contact Name & Title:

Phone No:

Email Address:

5.

Client Name:

Address:

Services Provided:

Date(s)of services:

Contact Name & Title:

Phone No:

Email Address:

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

RFP-15008
SIP Trunk and Transport Solution

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

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

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

(b) Have in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the RFP price or price proposal of the bidder or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within RFP or offer is submitted.

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

(SIGNATURE)

(DATE)

(PRINTED OR TYPED NAME)

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

x _____ Notary Public

My commission expires: _____

APPENDIX E - DEBARMENT AFFIDAVIT
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)
RFP-15008
SIP Trunk and Transport Solution

_____, being first duly sworn deposes and says that he is an officer in the _____ and the party making a certain proposal or RFP dated, _____20____, to the Board of School Commissioners for Baltimore City Public Schools:

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

I further affirm that:

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

Signature of:

x _____
Bidder, if the bidder is an individual

x _____
Officer, if the bidder is a corporation

x _____
Partner, if the bidder is a partnership

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

x _____ Notary Public

My commission expires: _____

APPENDIX F - ANTI-BRIBERY AFFIDAVIT
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)
RFP-15008
SIP Trunk and Transport Solution

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

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

Signature of:

x _____
Bidder, if the bidder is an individual

x _____
Officer, if the bidder is a corporation

x _____
Partner, if the bidder is a partnership

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

x _____ Notary Public

My commission expires: _____

APPENDIX G - CERTIFICATE OF INSURANCE COVERAGE
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)

RFP-15008
SIP Trunk and Transport Solution

CONTRACTOR NAME: _____

ADDRESS: _____

NAME OF SURETY: (TYPE OR PRINT) _____

NAME OF AGENT: (TYPE OR PRINT) _____

AGENT'S PHONE NO: _____

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

TYPE OF COVERAGE	MINIMUM REQUIRED LIMITS	POLICY OR BINDER NUMBER	ACTUAL LIMITS PROVIDED	EXPIRATION DATE
COMMERCIAL GENERAL LIABILITY OCC	\$1,000,000			
COMMERCIAL GENERAL LIABILITY AGG	\$3,000,000			
BUSINESS AUTOMOBILE LIABILITY	\$1,000,000 PER OCCURRENCE			
WORKMAN'S COMP	MARYLAND STATE MINIMUM COMPENSATION STATUTORY			

() LIMITS ON ABOVE POLICY WILL BE INCREASED () ABOVE POLICY NOW IN EFFECT

() POLICY WILL BE OBTAINED/ISSUED ON _____

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

- The Baltimore City Public School System and Board of Schools Commissioners are hereby named as Additional Insured.
- The policy(s) cannot be reduced or cancelled without at least forty-five (45) days prior written notice to the Baltimore City Public School System.

- The insurance company is prohibited from pleading government function in the absence of any specific written authority by the Baltimore City Public School System.
- The policy(s) will be automatically included and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.
- The Baltimore City Public School System is hereby granted authority to contact the agency directly to confirm information or obtain copies of certificates of insurance. The Baltimore City Public School System bears no responsibility for premiums or other cost of insurance. If policy(s) is not currently in effect, it will be written immediately upon notice of award, and a copy of binder or certificate will be sent directly to the Baltimore City Public School System. A properly executed copy of this document shall be legally binding as a Carrier Certificate of Insurance Form.

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

Complete form "CERTIFICATION OF INSURANCE COVERAGE" or

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

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

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

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

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

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

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

(AUTHORIZED AGENT'S SIGNATURE)

(DATE)

APPENDIX H - BALTIMORE CITY'S YOUTHWORKS
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)

RFP-15008
SIP Trunk and Transport Solution

TO: Mayor's Office of Employment Development ("MOED")

FROM: _____
(Legal name of Bidder)

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

Contact Person: _____

Address: _____

Telephone Number: _____

Facsimile Number: _____

E-mail address: _____

APPENDIX I - FINANCIAL PROPOSAL FORM
(TO BE SUBMITTED WITH FINANCIAL PROPOSAL)

RFP-15008
SESSION INITIATED PROTOCOL (SIP) TRUNK AND TRANSPORT

Company name _____
Address _____
Phone number _____

TO: BOARD OF SCHOOL COMMISSIONERS OF BALTIMORE CITY

We propose to provide **Session Initiated Protocol (SIP) Trunk and Transport solutions** to Baltimore City Public Schools in accordance with Special Terms and Conditions, General Terms and Conditions, Scope of Work, and other documents of this Request for Proposal.

		E-Rate Eligible Cost	E-Rate Ineligible Cost
a.	Monthly cost of SIP Trunk services		
b.	Annual cost of SIP Trunk services (a. x 12)		
c.	Total five-year cost of SIP Trunk services (b. x 5)		
d.	Setup cost per site (incl. assessment, training)		
	Total (c. + d.)		

Printed Name _____ Signature _____

Title _____ Date _____

APPENDIX J - UNIVERSAL SERVICE (E-RATE) REQUIREMENTS

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

- **USF Knowledge**

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

- **USF Registration**

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

- **USF Participation**

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

- **USF Documentation**

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

- **Invoicing Procedures**

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

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

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

- **USF Discounted Invoicing and Reimbursement Processes**

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

- **Discounted Invoice Process**

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

- **Reimbursement Process**

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

- **Delayed USF Funding Commitment**

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

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

- **USF Audit and Document Retention Requirement**

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

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

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

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

- **Contract Term Modification**

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

APPENDIX K-LISTING OF FACILITIES

Site Name	Street Address	City	ZIP
ABBOTTSTON ELEMENTARY SCHOOL	1300 Gorsuch Avenue	Baltimore	21218
ACADEMY FOR COLLEGE AND CAREER EXPLORATION	1300 W.36Th Street	Baltimore	21211
Afya Public Charter Middle	2800 Brendan Ave	Baltimore	21213
ALEXANDER HAMILTON ELEM SCHOOL	800 Poplar Grove Street	Baltimore	21216
ARLINGTON ELEMENTARY SCHOOL	3705 W. Rogers Avenue	Baltimore	21215
ARMISTEAD GARDENS ELEM SCHOOL	5001 E. Eager Street	Baltimore	21205
ARUNDEL ELEMENTARY SCHOOL	2400 Round Road	Baltimore	21225
ASHBURTON ELEMENTARY SCHOOL	3935 Hilton Road	Baltimore	21215
AUGUSTA FELS SAVAGE INSTITUTE OF VISUAL ARTS	1500 Harlem Avenue	Baltimore	21217
BALTIMORE CITY COLLEGE	3220 The Alameda	Baltimore	21218
Baltimore City Community College	710 E. Lombard St	Baltimore	21202
Baltimore Community School	6820 Fait Ave	Baltimore	21224
BALTIMORE FREEDOM ACADEMY	1601 E. Lombard Street	Baltimore	21231
BALTIMORE INTERNATIONAL ACADEMY	3515 Taylor Avenue	Baltimore	21236
Baltimore IT Academy	900 Woodbourne Avenue	Baltimore	21212
Baltimore Leadership Academy for Young Women	128 W. Franklin Street	Baltimore	21201
Baltimore Liberation Diploma Plus High School	2801 N. Dukeland St	Baltimore	21216
Baltimore Montessori Public Charter Elementary	1600 Guilford Ave	Baltimore	21202
BALTIMORE POLYTECHNIC INST	1400 Cold Spring Lane	Baltimore	21209
Baltimore Rising Star Academy	2200 Sinclair Lane	Baltimore	21213
BALTIMORE SCHOOL FOR THE ARTS	712 Cathedral Street	Baltimore	21201
BALTIMORE TALENT DEVELOPMENT HIGH	1500 Harlem Avenue	Baltimore	21217
BARCLAY ELEM/MIDDLE SCHOOL	2900 Barclay Street	Baltimore	21218
BAY-BROOK ELEMENTARY SCHOOL	4301 Tenth Street	Baltimore	21225
BCPSS HEADQUARTERS	200 E. North Avenue	Baltimore	21202
BCPSS Professional Development Center	2500 E. Northern Parkway	Baltimore	21214
BEECHFIELD ELEMENTARY SCHOOL	301 S. Beechfield Avenue	Baltimore	21229
BELMONT ELEMENTARY SCHOOL	1406 N. Ellamont Street	Baltimore	21216
BENTALOU ELEMENTARY SCHOOL	220 N. Bentalou Street	Baltimore	21223
BLUEFORD DREW JEMISON MATH SCIENCE TECH ACADEMY	1130 N. Caroline Street	Baltimore	21213
Bluford-Drew-Jemison II	2000 Edgewood St	Baltimore	21217
BOOKER T WASHINGTON MIDDLE SCH	1301 Mcculloh Street	Baltimore	21217

BREHMS LANE ELEMENTARY SCHOOL	3536 Brehms Lane	Baltimore	21213
CALLAWAY ELEMENTARY SCHOOL	3701 Fernhill Avenue	Baltimore	21215
CALVERTON MIDDLE SCHOOL	1100 Whitmore Avenue	Baltimore	21216
CALVIN RODWELL ELEM SCHOOL	3501 Hillsdale Road	Baltimore	21207
CAREER ACADEMY	101 W.24th Street	Baltimore	21218
CARTER WOODSON ELEMENTARY SCH	2501 Seabury Road	Baltimore	21225
CARVER VOC-TECH HIGH SCHOOL	2201 Presstman Street	Baltimore	21216
CECIL ELEMENTARY SCHOOL	2000 Cecil Avenue	Baltimore	21218
CHARLES CARROLL, BARRISTER ELEMENTARY SCHOOL	1327 Washington Boulevard	Baltimore	21230
CHERRY HILL ELEMENTARY SCHOOL	801 Bridgeview Road	Baltimore	21225
CITY NEIGHBORS CHARTER	4301 Raspe Avenue	Baltimore	21206
City Neighbors High School	5609 Sefton Avenue	Baltimore	21214
City Neighbors II	5609 Sefton Avenue	Baltimore	21214
CITY SPRINGS ELEMENTARY SCHOOL	100 S. Caroline Street	Baltimore	21231
CIVITAS MIDDLE / HIGH	2000 Edgewood St	Baltimore	21217
CLAREMONT SCHOOL	5301 Erdman Avenue	Baltimore	21205
COLDSTREAM PARK ELEM SCHOOL	1400 Exeter Hall Avenue	Baltimore	21218
COLLINGTON SQUARE ELEM SCHOOL	1409 N. Collington Ave.	Baltimore	21213
COMMODORE J RODGERS ELEM SCH	100 N. Chester Street	Baltimore	21231
CONNEXIONS COMMUNITY ACADEMY	2801 N. Dukeland St.	Baltimore	21216
COPPIN HIGH SCHOOL	2500 W. North Avenue	Baltimore	21217
CROSS COUNTRY ELEM SCHOOL	6100 Cross Country Boulevard	Baltimore	21215
CROSSROADS SCHOOL	802 South Caroline Street	Baltimore	21231
CURTIS BAY ELEMENTARY SCHOOL	4301 West Bay Avenue	Baltimore	21225
DALLAS NICHOLAS ELEM SCHOOL	201 E. 21St. Street	Baltimore	21218
DICKEY HILL ELEMENTARY SCHOOL	5025 Dickey Hill Road	Baltimore	21207
DIGGS-JOHNSON MIDDLE SCHOOL	1300 Herkimer Street	Baltimore	21223
DIGITAL HARBOR HIGH SCHOOL	1100 Covington St.	Baltimore	21230
Diploma Plus I - Alternative School	2555 Harford Road	Baltimore	21223
DORIS M. JOHNSON HIGH	2801 Saint Lo Drive	Baltimore	21213
DOUGLASS HIGH SCHOOL	2301 Gwynns Falls Parkway	Baltimore	21217
DR BERNARD HARRIS SR ELEM SCH	1400 N. Caroline Street	Baltimore	21213
DR RAYNER BROWNE ELEM SCHOOL	1000 N. Montford Avenue	Baltimore	21205
DR. LILLIE M. JACKSON ALTERNATIVE ELEMENTARY SCHOOL	3301 Carlisle Avenue	Baltimore	21216
EAGER STREET ACADEMY	401 E. Eager Street	Baltimore	21202
EAST BALTIMORE COMMUNITY SCHOOL	1101 N. Wolfe Street	Baltimore	21213
EDGECOMBE CIRCLE ELEM SCHOOL	2835 Virginia Avenue	Baltimore	21215
EDGEWOOD ELEMENTARY SCHOOL	1900 Edgewood Street	Baltimore	21216
EDMONDSON-WESTSIDE HIGH SCHOOL	Edmon. Bldg. , 501 Athol Avenue	Baltimore	21229
EMPOWERMENT ACADEMY	851 Braddish Avenue	Baltimore	21216

EUTAW-MARSHBURN ELEM SCHOOL	1624 Eutaw Place	Baltimore	21217
FACILITIES ADMINISTRATIVE BUILDING	1230 E. Robb Street	Baltimore	21218
FALLSTAFF MIDDLE SCHOOL	3801 Fallstaff Road	Baltimore	21215
FARM SITE	6601 Baltimore National Pike	Catonsville	21228
FEDERAL HILL ELEMENTARY SCHOOL	1040 William Street	Baltimore	21230
FOOD WAREHOUSE	5300 Pulaski Highway	Baltimore	21205
FOREST PARK SENIOR HIGH SCHOOL	3701 Eldorado Avenue	Baltimore	21207
FORT WORTHINGTON ELEM SCHOOL	2701 E. Oliver Street	Baltimore	21213
FRANCIS M WOOD ALTERNATIVE SCHOOL	1001 W. Saratoga Street	Baltimore	21223
FRANCIS SCOTT KEY ELEM SCHOOL	1425 E. Fort Avenue	Baltimore	21230
FRANKLIN SQUARE ELEM SCHOOL	1400 W. Lexington Street	Baltimore	21223
FREDERICK ELEMENTARY SCHOOL	2501 Frederick Avenue	Baltimore	21223
FRIENDSHIP ACADEMY OF ENGINEERING AND TECHNOLOGY MIDDLE / HIGH	2500 E. Northern Pkwy	Baltimore	21214
FRIENDSHIP ACADEMY OF SCIENCE AND TECHNOLOGY	801 S. Highland Avenue	Baltimore	21224
FURLEY ELEMENTARY SCHOOL	4633 Furley Avenue	Baltimore	21206
FURMAN L TEMPLETON ELEM SCHOOL	1200 N. Pennsylvania Ave.	Baltimore	21217
GARDENVILLE ELEMENTARY SCHOOL	5300 Belair Road	Baltimore	21206
GARRETT HEIGHTS ELEM SCHOOL	2800 Ailsa Avenue	Baltimore	21214
GARRISON MIDDLE SCHOOL	3910 Barrington Road	Baltimore	21207
GEORGE MCMECHEN MID-SR HS	4411 Garrison Boulevard	Baltimore	21215
GEORGE WASHINGTON ELEM SCHOOL	800 Scott Street	Baltimore	21230
GILMOR ELEMENTARY SCHOOL	1311 N. Gilmor Street	Baltimore	21217
GLENMOUNT ELEM-MIDDLE SCHOOL	6211 Walther Avenue	Baltimore	21206
GOVANS ELEMENTARY SCHOOL	5801 York Road	Baltimore	21212
GRACELAND PARK ELEM SCHOOL	6300 O'Donnell Street	Baltimore	21224
Green Street Academy	201 N. Bend Road	Baltimore	21229
GROUPS ADMINISTRATIVE BUILDING	2614 Pennsylvania Avenue	Baltimore	21217
GROVE PARK ELEMENTARY SCHOOL	5545 Kennison Avenue	Baltimore	21215
GUILFORD ELEMENTARY SCHOOL	4520 York Road	Baltimore	21212
GWYNNS FALLS ELEMENTARY SCHOOL	2700 Gwynns Falls Parkway	Baltimore	21216
HAMILTON ELEMENTARY-MIDDLE SCHOOL	6101 Old Harford Road	Baltimore	21214
HAMPDEN ELEMENTARY SCHOOL	3608 Chestnut Avenue	Baltimore	21211
HAMPSTEAD HILL ELEM SCHOOL	500 S. Linwood Avenue	Baltimore	21224
Harbor City High School	2555 Harford Road	Baltimore	21223
HARFORD HEIGHTS INTERMEDIATE	1919 N. Broadway Street	Baltimore	21213
HARLEM PARK ELEMENTARY SCHOOL	1401 W. Lafayette Avenue	Baltimore	21217
HAZELWOOD ELEM-MIDDLE SCHOOL	4517 Hazelwood Avenue	Baltimore	21206
HERITAGE HIGH SCHOOL	2801 Saint Lo Drive	Baltimore	21213
HIGHLANDTOWN ELEM SCHOOL 215	3223 E. Pratt Street	Baltimore	21224

HIGHLANDTOWN ELEMENTARY SCHOOL	231 S. Eaton Street	Baltimore	21224
HILTON ELEMENTARY SCHOOL	3301 Carlisle Avenue	Baltimore	21216
HOLABIRD ELEMENTARY SCHOOL	1500 Imla Street	Baltimore	21224
Home and Hospital Program	6900 Park Heights Avenue	Baltimore	21215
INDEPENDENCE SCHOOL	1250 W. 36th Street	Baltimore	21211
INNER HARBOR EAST ACADEMY FOR YOUNG SCHOLARS	200 N. Central Avenue	Baltimore	21202
Institute of Business and Entrepreneurship High	2801 N. Dukeland St	Baltimore	21216
JAMES MCHENRY ELEMENTARY SCH	31 S. Schroeder Street	Baltimore	21223
JAMES MOSHER ELEMENTARY SCHOOL	2400 W. Mosher Street	Baltimore	21216
JOHN EAGER HOWARD ELEM SCHOOL	2011 Linden Avenue	Baltimore	21217
JOHN RUHRAH ELEMENTARY SCHOOL	701 S. Rappolla Street	Baltimore	21224
JOHNSTON SQUARE ELEM SCHOOL	1101 Valley Street	Baltimore	21202
KASA Middle/High	201 North bend Rd	Baltimore	21229
KIPP Harmony Academy	2810 Shirley Avenue	Baltimore	21215
KIPP UJIMA VILLAGE ACADEMY	4701 Greenspring Avenue	Baltimore	21209
LAKELAND ELEM-MIDDLE SCHOOL	2921 Stranden Road	Baltimore	21230
LAKEWOOD ELEMENTARY SCHOOL	2625 Federal Street	Baltimore	21213
LANGSTON HUGHES ELEM SCHOOL	5011 Arbutus Avenue	Baltimore	21215
LAURENCE PAQUIN MID-SR H S	2200 Sinclair Lane	Baltimore	21213
LEARNING CO-OP	1234 W.36th Street	Baltimore	21211
LEITH WALK ELEMENTARY SCHOOL	1235 Sherwood Avenue	Baltimore	21239
LIBERTY ELEMENTARY SCHOOL	3901 Maine Avenue	Baltimore	21207
LOCKERMAN-BUNDY ELEM SCHOOL	301 N. Pulaski Street	Baltimore	21223
LOIS T MURRAY SCHOOL	1600 Arlington Avenue	Baltimore	21239
LYNDHURST ELEMENTARY SCHOOL	621 Wildwood Parkway	Baltimore	21229
MAINTENANCE ADMINISTRATIVE BUILDING	2200 Robb Street	Baltimore	21218
MAREE GARNETT FARRING ELEM SCH	300 Pontiac Avenue	Baltimore	21225
MARGARET BRENT ELEM SCHOOL	100 E. 26Th Street	Baltimore	21218
MARITIME INDUSTRIES ACADEMY HS	5001 Sinclair Lane	Baltimore	21206
MARTIN LUTHER KING ELEM SCHOOL	3750 Greenspring Avenue	Baltimore	21211
MARY RODMAN ELEMENTARY SCHOOL	3510 W. Mulberry Street	Baltimore	21229
MARYLAND ACADEMY OF TECHNOLOGY AND MATH	4701 Greenspring Avenue	Baltimore	21209
MASONVILLE COVE COMMUNITY ACADEMY	1201 Cambria Street	Baltimore	21225
MATTHEW HENSON ELEM SCHOOL	1600 N. Payson Street	Baltimore	21217
MEDFIELD HEIGHTS ELEM SCHOOL	4300 Buchanan Avenue	Baltimore	21211
MERGENTHALER VOC-TECH SCHOOL	3500 Hillen Road	Baltimore	21218
MIDDLE ALTERNATIVE PROGRAM @ LEMMEL	5000 Gwynn Oak	Baltimore	21207
MIDDLE ALTERNATIVE PROGRAM @	1601 E. Pratt Street	Baltimore	21231

LOMBARD			
MIDTOWN ACADEMY	1398 Mt. Royal Terrace	Baltimore	21217
MONTEBELLO ELEMENTARY SCHOOL	2040 E. 32nd St	Baltimore	21218
MORAVIA PARK PRIMARY SCHOOL	6201 Frankford Avenue	Baltimore	21206
MORRELL PARK ELEM-MIDDLE SCH	2601 Tolley Street	Baltimore	21230
MOUNT ROYAL ELEM-MIDDLE SCHOOL	121 Mcmechen Street	Baltimore	21217
MOUNT WASHINGTON ELEM SCHOOL	1801 Sulgrave Avenue	Baltimore	21209
NAF Middle School	601 N. Central Avenue	Baltimore	21202
NATIONAL ACADEMY FOUNDATION HIGH SCHOOL	500 N. Caroline Street	Baltimore	21205
NEW ERA ACADEMY	2700 Seamon Avenue	Baltimore	21225
NEW HOPE ACADEMY	900 Druid Hill Avenue	Baltimore	21201
NEW SONG ACADEMY	1530 Presstman Street	Baltimore	21216
NORTH BEND ELEMENTARY SCHOOL	181 N. Bend Road	Baltimore	21229
NORTHEAST MIDDLE SCHOOL	5001 Moravia Road	Baltimore	21206
NORTHWESTERN HIGH SCHOOL	6900 Park Heights Avenue	Baltimore	21215
NORTHWOOD APPOLD COMMUNITY ACADEMY	4417 Loch Raven Boulevard	Baltimore	21218
Northwood Appold Comm'y Academy II (NACA)	2500 E. Northern Pkwy	Baltimore	21214
NORTHWOOD ELEMENTARY SCHOOL	5201 Loch Raven Boulevard	Baltimore	21239
PATAPSCO ELEMENTARY SCHOOL	844 Roundview Road	Baltimore	21225
PATTERSON HIGH SCHOOL	100 Kane Street	Baltimore	21224
PATTERSON PK. PUBLIC CHRTR	27 North Lakewood Avenue	Baltimore	21224
PAUL L DUNBAR HIGH SCHOOL	1400 Orleans St.	Baltimore	21231
PIMLICO ELEMENTARY SCHOOL	4849 Pimlico Road	Baltimore	21215
Pinderhughes Emergency Non-Instructional Facility	1200 N. Fremont Avenue	Baltimore	21217
REGINALD L LEWIS	6401 Pioneer Drive	Baltimore	21214
RENAISSANCE HIGH SCHOOL	1301 Mcculloh Street	Baltimore	21223
ROBERT COLEMAN ELEM SCHOOL	2400 Windsor Avenue	Baltimore	21216
ROGNELL HEIGHTS ELEM SCHOOL	4300 Sidehill Road	Baltimore	21229
ROLAND PARK ELEM-MIDDLE SCHOOL	5207 Roland Avenue	Baltimore	21210
ROSEMONT ELEMENTARY SCHOOL	2777 Presstman Street	Baltimore	21216
SAMUEL COLERIDGE-TAYLOR ELEM	507 W. Preston Street	Baltimore	21201
SAMUEL MORSE ELEMENTARY SCHOOL	424 S. Pulaski Street	Baltimore	21223
SARAH ROACH ELEMENTARY SCHOOL	3434 Old Frederick Road	Baltimore	21229
SHARP LEADENHALL ELEM SCHOOL	150 W. West Street	Baltimore	21230
SINCLAIR LANE ELEM SCHOOL	3880 Sinclair Lane	Baltimore	21213
SOUTHSIDE ACADEMY	2700 Seamon Avenue	Baltimore	21225
SOUTHWEST BALTO. CHARTER	1300 Herkimer Street	Baltimore	21223
STADIUM SCHOOL	1300 Gorsuch Avenue	Baltimore	21218
STEUART HILL ELEMENTARY SCHOOL	30 S. Gilmor Street	Baltimore	21223

STUDENT RECORDS	790 W. North Avenue	Baltimore	21217
Success Academy Program	200 E. North Ave	Baltimore	21202
TENCH TILGHMAN ELEM SCHOOL	600 N. Patterson Avenue	Baltimore	21205
THE GREEN SCHOOL	2800 Brendan Ave	Baltimore	21213
The Reach Middle/High	2801 Saint Lo Drive	Baltimore	21213
THOMAS JEFFERSON ELEM SCHOOL	605 Dryden Drive	Baltimore	21229
THOMAS JOHNSON ELEM SCHOOL	100 E. Heath Street	Baltimore	21230
TRANSPORTATION ADMINISTRATIVE BUILDING	1210 20th Street	Baltimore	21218
Tunbridge Public Charter	5500 York Road	Baltimore	21212
Vanguard College Board Middle	5000 Truesdale Avenue	Baltimore	21206
VIOLETVILLE ELEMENTARY SCHOOL	1207 Pine Heights Avenue	Baltimore	21229
VIVIEN T. THOMAS MEDICAL ARTS ACADEMY	100 N. Calhoun Street	Baltimore	21223
W.E.B. DUBOIS SENIOR HIGH	2201 Pinewood Avenue	Baltimore	21214
WALTER P CARTER ELEM SCHOOL	820 E. 43Rd Street	Baltimore	21212
WAVERLY ELEMENTARY SCHOOL	3400 Ellerslie Avenue	Baltimore	21218
WEST BALTIMORE MIDDLE SCHOOL	201 N. Bend Road	Baltimore	21229
WEST SIDE ELEMENTARY SCHOOL	2235 N. Fulton Avenue	Baltimore	21217
WESTERN HIGH SCHOOL	4600 Falls Road	Baltimore	21209
WESTPORT ELEMENTARY SCHOOL	2401 Nevada Street	Baltimore	21230
WILLIAM BAER SCHOOL	2001 N. Warwick Avenue	Baltimore	21216
WILLIAM C. MARCH MIDDLE	2050 N. Wolfe Street	Baltimore	21213
WILLIAM PACA ELEMENTARY SCHOOL	200 N. Lakewood Ave.	Baltimore	21224
WILLIAM PINDERHUGHES ELEM SCH	701 Gold Street	Baltimore	21217
WINDSOR HILLS ELEM SCHOOL	4001 Alto Road	Baltimore	21216
WOLFE STREET ACADEMY	245 S. Wolfe Street	Baltimore	21231
WOODHOME ELEMENTARY SCHOOL	7300 Moyer Avenue	Baltimore	21234
YORKWOOD ELEMENTARY SCHOOL	5931 Yorkwood Road	Baltimore	21239
YOUTH OPPORTUNITY	1510 Lafayette Ave	Baltimore	21217

Exhibit 5

EVALUATION ASSESSMENT TOOL
for
RFP-15008: SIP Trunk and Transport

Offeror ENA

Evaluator Michelle Pettaway

A. Proposed Plan of Operations (Tab E)

OVERALL ASSESSMENT OF RESPONSE (Please **Check One**):

☒ **Excellent (A)** ☒ **Good (B)** ☐ **Adequate (C)** ☐ **Poor (D)**

B.1

B.2

Scoring Rubric

Excellent	Good	Adequate	Poor
The proposed plan to provide services exhibits outstanding knowledge, creativity, innovation or other factors justifying this rating.	The proposed plan to provide services was described in an above adequate manner.	The proposed plan to provide services was described in an adequate manner.	The proposed plan to provide services was described in a less than adequate manner.

TAB E. TECHNICAL RESPONSE TO RFP SCOPE OF WORK

3.1 Offerors must meet the following minimum technical requirements in order to be considered responsive to this RFP:

1. Trunks shall be configured to support load balancing of 300 lines and each shall be capable of supporting, at a minimum, 50% of the total inbound/outbound call traffic at any given time.
2. The transport medians shall utilize different technologies at each location to effectively prevent a single technology failure disabling both transports.
3. The trunk shall allow for local and long distance calls on the same trunk.
4. Local and long distance usage packages' options shall be available to include, but not limited to, a bundled package and pricing per minute.
5. The trunk shall include, but shall not be limited to, the following:
 - a. Domestic and international inbound/outbound toll-free services
 - b. Emergency 911 calling
 - c. Private Switch/Automatic Location Identification Services
 - d. 900/976 blocking
 - e. T.38 fax protocol
 - f. X11 services
 - g. Operator services

- h. G.711 and G.729 protocol
- 6. The trunk shall support local number portability.
- 7. The trunk shall provide web based traffic monitoring and reporting to include, but shall not be limited to, historical usage, traffic analysis, trunking analysis.
- 8. The trunk shall include a secure access circuit provided over a private or an MPLS connection, including encryption of signaling and media
- 9. The configuration of the SIP trunk must be engineered for voice quality of service.
- 10. The trunk shall provide for geo-diverse balanced trunking across multiple access facilities for the specific address.
- 11. The trunk provided shall have the ability to scale the number of Internet Protocol (IP) trunks required to allow schools to increase or decrease trunks on a monthly basis, as determined by seasonal needs.

Strengths:

- 1. Requirements met
- 2. Requirements met
- 3. Requirements met
- 4. Requirements met
- 5. Requirements met
- 6. Requirements met
- 7. Requirements met
- 8. Requirements met
- 9. Requirements met
- 10. Requirements met
- 11. Requirements met

Question: page 29 - ~~Additional~~
Are 'Optional Voice Features'
available with Smartlink
and ~~Not~~ SmartVoice contract?

Weaknesses:

3.2 SUPPORT SPECIFICATIONS

An Offeror's proposal must address the following items:

- 1. Describe in detail how vendor will address each of the solution requirements in 3.1, and provide detailed migration/transition plans and installation timelines for each.
- 2. Account Manager / Account Support Staff
 - a) The awarded vendor will be the sole (single) point of contact between all participating strategic business partners and subcontractors and City Schools. The selected vendor must identify all participating strategic business partners or subcontractors and will utilize only qualified and competent individuals when performing services required under this RFP.
 - b) Vendor shall provide a dedicated account manager who shall be responsible for the City Schools' account/contract. Please provide

the proposed account manager's name and resume in TAB C of your proposal. The account manager shall receive all orders from City Schools and shall be the primary contact for all issues regarding vendor's response to this RFP and any contract that may arise pursuant to this RFP. The account manager will be assigned to City Schools over the life of the contract. If a replacement is necessary, City Schools must approve the replacement.

- c) Vendor shall provide adequate, competent support staff that shall be able to service City Schools during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
- d) Vendor account manager shall be familiar with City Schools' requirements and standards and work to ensure that established standards are adhered to.
- e) City Schools shall be supplied with the names, telephone numbers, facsimile numbers, e-mail addresses, and business addresses of the account manager, service representatives, technical support, billing support, and emergency service support personnel after award of the contract. This list must be kept up-to-date at all times.
- f) After-hours telephone answering system may be automated if an escalation call list to bypass it has been provided to City Schools by the vendor.
- g) Vendor shall enable and allow, at all times, all of the following methods for routine and emergency communications between City Schools and the vendor(s): a) telephone, b) facsimile transmission, and c) e-mail.

3. Technical Support

- a) Vendor must make support services available 24 hours/day, 7 days/week through email and a toll free or local access phone line. This service will provide same-day response to questions about support.
- b) Vendor must specify in the RFP response the escalation procedures for service interruptions, to include:
 - Definition of Major Outage
 - Guaranteed response times for repair
 - Service monitoring capabilities and responsibilities
 - Call escalation matrix with names and numbers according to severity
- c) Vendor must provide diagnostic and resolution feedback in the event of service outages and interruptions.

4. Service Level Agreements

Vendor should include an outline of proposed Service Level Agreements (SLA) for all relevant aspects of the project. At a minimum, SLAs should address:

- a) Uptime availability
- b) Meantime to respond / repair / restore

5. Reporting

Vendor should provide on-going weekly performance and weekly utilization reports of service components and links as soon as services are transitioned. A consolidated report is preferred over individual site reports. The weekly performance reports should include:

- a) Uptime Availability (with reasons for extended outages).
- b) Others as recommended by successful respondent.

Strengths:

- 1. Requirements met
- 2. Requirements met
- 3. Requirements met
- 4. Requirements met
- 5. Requirements met

Weaknesses:

B. Experience/Qualifications (Tab C)

OVERALL ASSESSMENT OF RESPONSE (Please **Check One**):

- ☐ **Excellent (A)** ☐ **Good (B)** ☒ **Adequate (C)** ☐ **Poor (D)**

Scoring Rubric

Excellent	Good	Adequate	Poor
Excellent level of Experience/Qualifications	Above Adequate level of Experience/Qualifications	Adequate level of Experience/Qualifications.	Less than adequate level of Experience/Qualifications

TAB C. EXPERIENCE AND CAPABILITIES

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

- 1. Summary of the services offered including the number of years the Offeror provided these services; the number of clients and geographic locations the Offeror currently serves, etc. and has served; and if a past customer, why the Offeror is no longer providing services.

2. Organizational chart of the Offeror showing the major components of the unit(s) that will be performing the requirements of this contract; where the management of this contract will fall within the organization; and what resources will be available to support this contract in primary, secondary and back-up roles.
3. Name all key personnel who will perform work under this contract and include each individual's resume. Include work history, educational background and indicate the proposed role/function of each individual.
4. At least **five (5)** recent references from its customers who are capable of documenting the following: a) the Offeror's ability to manage similar contracts, b) the quality and breadth of services provided by the Offeror under similar contracts (See Appendix C).

Strengths:

1. Requirements met
2. Requirements met
3. Requirements met

Weaknesses:

1. Requirements met – Only 1 reference listed with SIP trunking page 20

C. Fiscal Integrity (Tab D)

OVERALL ASSESSMENT OF RESPONSE (Please **Check One**):

☒ **Excellent (A)** ☐ **Good (B)** ☐ **Adequate (C)** ☐ **Poor (D)**

Scoring Rubric

Excellent	Good	Adequate	Poor
Demonstrated excellent financial stability and financial statements.	Demonstrated good financial stability and financial statements.	Demonstrated adequate financial stability.	Demonstrated in a less than adequate manner.

TAB D. FISCAL INTEGRITY/FINANCIAL STATEMENTS

1. The Offeror shall include in its proposal, completed audited financial statements including the auditor's notes, for its last two fiscal years. If the Offeror has not had its financial statements audited by an independent accounting firm, the Offeror must submit such un-audited financial statements as it has. Some acceptable methods include but are not limited to one or more of the following:

- a. Recently audited (or best available) financial statements
- b. Dunn and Bradstreet Rating
- c. Standard and Poor's Rating
- d. Lines of credit
- e. Evidence of a successful financial track record
- f. Evidence of adequate working capital

2. Offeror shall identify any claims during the past five (5) years and provide information on any pending litigation, lawsuits etc.

Strengths:

Weaknesses:

EVALUATION ASSESSMENT TOOL
for
RFP-15008: SIP Trunk and Transport

Offeror ENA

Evaluator Dawn Asbury

A. Proposed Plan of Operations (Tab E)

OVERALL ASSESSMENT OF RESPONSE (Please **Check One**):

☒ **Excellent (A)** ☐ **Good (B)** ☐ **Adequate (C)** ☐ **Poor (D)**

Scoring Rubric

Excellent	Good	Adequate	Poor
The proposed plan to provide services exhibits outstanding knowledge, creativity, innovation or other factors justifying this rating.	The proposed plan to provide services was described in an above adequate manner.	The proposed plan to provide services was described in an adequate manner.	The proposed plan to provide services was described in a less than adequate manner.

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 - a. Domestic and international inbound/outbound toll-free services
 - b. Emergency 911 calling
 - c. Private Switch/Automatic Location Identification Services
 - d. 900/976 blocking
 - e. T.38 fax protocol
 - f. X11 services
 - g. Operator services

- h. G.711 and G.729 protocol
- 6. The trunk shall support local number portability.
- 7. The trunk shall provide web based traffic monitoring and reporting to include, but shall not be limited to, historical usage, traffic analysis, trunking analysis.
- 8. The trunk shall include a secure access circuit provided over a private or an MPLS connection, including encryption of signaling and media
- 9. The configuration of the SIP trunk must be engineered for voice quality of service.
- 10. The trunk shall provide for geo-diverse balanced trunking across multiple access facilities for the specific address.
- 11. The trunk provided shall have the ability to scale the number of Internet Protocol (IP) trunks required to allow schools to increase or decrease trunks on a monthly basis, as determined by seasonal needs.

Strengths: Unlimited local and long distance

 Can provide all requirements with additional optional features such as ENA

 Smartfax. These options can be an additional benefit to the district.

Weaknesses:

3.2 SUPPORT SPECIFICATIONS

An Offeror's proposal must address the following items:

- 1. Describe in detail how vendor will address each of the solution requirements in 3.1, and provide detailed migration/transition plans and installation timelines for each.
- 2. Account Manager / Account Support Staff
 - a) The awarded vendor will be the sole (single) point of contact between all participating strategic business partners and subcontractors and City

Schools. The selected vendor must identify all participating strategic business partners or subcontractors and will utilize only qualified and competent individuals when performing services required under this RFP.

- b) Vendor shall provide a dedicated account manager who shall be responsible for the City Schools' account/contract. Please provide the proposed account manager's name and resume in TAB C of your proposal. The account manager shall receive all orders from City Schools and shall be the primary contact for all issues regarding vendor's response to this RFP and any contract that may arise pursuant to this RFP. The account manager will be assigned to City Schools over the life of the contract. If a replacement is necessary, City Schools must approve the replacement.
- c) Vendor shall provide adequate, competent support staff that shall be able to service City Schools during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
- d) Vendor account manager shall be familiar with City Schools' requirements and standards and work to ensure that established standards are adhered to.
- e) City Schools shall be supplied with the names, telephone numbers, facsimile numbers, e-mail addresses, and business addresses of the account manager, service representatives, technical support, billing support, and emergency service support personnel after award of the contract. This list must be kept up-to-date at all times.
- f) After-hours telephone answering system may be automated if an escalation call list to bypass it has been provided to City Schools by the vendor.
- g) Vendor shall enable and allow, at all times, all of the following methods for routine and emergency communications between City Schools and the vendor(s): a) telephone, b) facsimile transmission, and c) e-mail.

3. Technical Support

- a) Vendor must make support services available 24 hours/day, 7 days/week through email and a toll free or local access phone line. This service will provide same-day response to questions about support.
- b) Vendor must specify in the RFP response the escalation procedures for service interruptions, to include:
 - Definition of Major Outage
 - Guaranteed response times for repair
 - Service monitoring capabilities and responsibilities
 - Call escalation matrix with names and numbers according to severity
- c) Vendor must provide diagnostic and resolution feedback in the event of service outages and interruptions.

4. Service Level Agreements

Vendor should include an outline of proposed Service Level Agreements (SLA) for all relevant aspects of the project. At a minimum, SLAs should address:

- a) Uptime availability
- b) Meantime to respond / repair / restore

5. Reporting

Vendor should provide on-going weekly performance and weekly utilization reports of service components and links as soon as services are transitioned. A consolidated report is preferred over individual site reports. The weekly performance reports should include:

- a) Uptime Availability (with reasons for extended outages).
- b) Others as recommended by successful respondent.

Strengths: The vendor can adequately supply all of the requirements and has a reporting System that is readily available to the district.

Weaknesses:

B. Experience/Qualifications (Tab C)

OVERALL ASSESSMENT OF RESPONSE (Please **Check One**):

☒ **Excellent (A)**

☐ **Good (B)**

☐ **Adequate (C)**

☐ **Poor (D)**

Scoring Rubric

Excellent	Good	Adequate	Poor
Excellent level of Experience/Qualifications	Above Adequate level of Experience/Qualifications	Adequate level of Experience/Qualifications.	Less than adequate level of Experience/Qualifications

TAB C. EXPERIENCE AND CAPABILITIES

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

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

Strengths: Provided resumes and org charts

Has experience with other LEA's and working with E-Rate

Weaknesses:

C. Fiscal Integrity (Tab D)

OVERALL ASSESSMENT OF RESPONSE (Please **Check One**):

☒ **Excellent (A)** ☐ **Good (B)** ☐ **Adequate (C)** ☐ **Poor (D)**

Scoring Rubric

Excellent	Good	Adequate	Poor
Demonstrated excellent financial stability and financial statements.	Demonstrated good financial stability and financial statements.	Demonstrated adequate financial stability.	Demonstrated in a less than adequate manner.

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1. The Offeror shall include in its proposal, completed audited financial statements including the auditor's notes, for its last two fiscal years. If the Offeror has not had its financial statements audited by an independent accounting firm, the Offeror must submit such un-audited financial statements as it has. Some acceptable methods include but are not limited to one or more of the following:
 - a. Recently audited (or best available) financial statements
 - b. Dunn and Bradstreet Rating
 - c. Standard and Poor's Rating
 - d. Lines of credit
 - e. Evidence of a successful financial track record
 - f. Evidence of adequate working capital
2. Offeror shall identify any claims during the past five (5) years and provide information on any pending litigation, lawsuits etc.

Strengths: The company is financially stable and was able to supply an independent audit.

Weaknesses:

EVALUATION ASSESSMENT TOOL
for
RFP-15008: SIP Trunk and Transport

Offeror ENA

Evaluator Kenny Cooper

A. Proposed Plan of Operations (Tab E)

OVERALL ASSESSMENT OF RESPONSE (Please **Check One**):

X Excellent (A) ☐ **Good (B)** ☐ **Adequate (C)** ☐ **Poor (D)**

Scoring Rubric

Excellent	Good	Adequate	Poor
The proposed plan to provide services exhibits outstanding knowledge, creativity, innovation or other factors justifying this rating.	The proposed plan to provide services was described in an above adequate manner.	The proposed plan to provide services was described in an adequate manner.	The proposed plan to provide services was described in a less than adequate manner.

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- 11. The trunk provided shall have the ability to scale the number of Internet Protocol (IP) trunks required to allow schools to increase or decrease trunks on a monthly basis, as determined by seasonal needs.

Strengths: **Unlimited Long Distance – pg. 28**

Smart Link Analog offering – pg. 29

Scalability – pg. 35

Weaknesses:

3.2 SUPPORT SPECIFICATIONS

An Offeror's proposal must address the following items:

- 1. Describe in detail how vendor will address each of the solution requirements in 3.1, and provide detailed migration/transition plans and installation timelines for each.
- 2. Account Manager / Account Support Staff
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- a) Uptime availability
- b) Meantime to respond / repair / restore

5. Reporting

Vendor should provide on-going weekly performance and weekly utilization reports of service components and links as soon as services are transitioned. A consolidated report is preferred over individual site reports. The weekly performance reports should include:

- a) Uptime Availability (with reasons for extended outages).
- b) Others as recommended by successful respondent.

Strengths: Enhanced call quality monitoring – pg. 50

Weaknesses: 2 Hour SLA could improve - pg. 54

B. Experience/Qualifications (Tab C)

OVERALL ASSESSMENT OF RESPONSE (Please **Check One**):

☐ **Excellent (A)** ☒ **Good (B)** ☐ **Adequate (C)** ☐ **Poor (D)**

Scoring Rubric

Excellent	Good	Adequate	Poor
Excellent level of Experience/Qualifications	Above Adequate level of Experience/Qualifications	Adequate level of Experience/Qualifications.	Less than adequate level of Experience/Qualifications

TAB C. EXPERIENCE AND CAPABILITIES

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

1. Summary of the services offered including the number of years the Offeror provided these services; the number of clients and geographic locations the Offeror currently serves, etc. and has served; and if a past customer, why the Offeror is no longer providing services.
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3. Name all key personnel who will perform work under this contract and include each individual's resume. Include work history, educational background and indicate the proposed role/function of each individual.
4. At least **five (5)** recent references from its customers who are capable of documenting the following: a) the Offeror's ability to manage similar contracts, b) the quality and breadth of services provided by the Offeror under similar contracts (See Appendix C).

Strengths: **Works with multiple school districts currently – pg. 9**

E Rate experience – pg. 13

Weaknesses:

C. Fiscal Integrity (Tab D)

OVERALL ASSESSMENT OF RESPONSE (Please **Check One**):

X Excellent (A) ☐ **Good (B)** ☐ **Adequate (C)** ☐ **Poor (D)**

Scoring Rubric

Excellent	Good	Adequate	Poor
Demonstrated excellent financial stability and financial statements.	Demonstrated good financial stability and financial statements.	Demonstrated adequate financial stability.	Demonstrated in a less than adequate manner.

TAB D. FISCAL INTEGRITY/FINANCIAL STATEMENTS

1. The Offeror shall include in its proposal, completed audited financial statements including the auditor's notes, for its last two fiscal years. If the Offeror has not had its financial statements audited by an independent accounting firm, the Offeror must submit such un-audited financial statements as it has. Some acceptable methods include but are not limited to one or more of the following:
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 - d. Lines of credit
 - e. Evidence of a successful financial track record
 - f. Evidence of adequate working capital
2. Offeror shall identify any claims during the past five (5) years and provide information on any pending litigation, lawsuits etc.

Strengths: **Tremendous financial stability – Financials Tab**

Weaknesses:

EVALUATION ASSESSMENT TOOL
for
RFP-15008: SIP Trunk and Transport

Offeror ENA

Evaluator James Smith

A. Proposed Plan of Operations (Tab E)

OVERALL ASSESSMENT OF RESPONSE (Please **Check One**):

☐ **Excellent (A)** ☒ **Good (B)** ☐ **Adequate (C)** ☐ **Poor (D)**

Scoring Rubric

Excellent	Good	Adequate	Poor
The proposed plan to provide services exhibits outstanding knowledge, creativity, innovation or other factors justifying this rating.	The proposed plan to provide services was described in an above adequate manner.	The proposed plan to provide services was described in an adequate manner.	The proposed plan to provide services was described in a less than adequate manner.

TAB E. TECHNICAL RESPONSE TO RFP SCOPE OF WORK

3.1

☐ **Excellent (A)** ☒ **Good (B)** ☐ **Adequate (C)** ☐ **Poor (D)**

Offerors must meet the following minimum technical requirements in order to be considered responsive to this RFP:

1. Trunks shall be configured to support load balancing of 300 lines and each shall be capable of supporting, at a minimum, 50% of the total inbound/outbound call traffic at any given time.
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 - e. T.38 fax protocol

- f. X11 services
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 - h. G.711 and G.729 protocol
- 6. The trunk shall support local number portability.
- 7. The trunk shall provide web based traffic monitoring and reporting to include, but shall not be limited to, historical usage, traffic analysis, trunking analysis.
- 8. The trunk shall include a secure access circuit provided over a private or an MPLS connection, including encryption of signaling and media
- 9. The configuration of the SIP trunk must be engineered for voice quality of service.
- 10. The trunk shall provide for geo-diverse balanced trunking across multiple access facilities for the specific address.
- 11. The trunk provided shall have the ability to scale the number of Internet Protocol (IP) trunks required to allow schools to increase or decrease trunks on a monthly basis, as determined by seasonal needs.

Strengths: Long distance included (\$12K per year savings)
 p.36 - QOS standard features
 Many options on the design
 Provided all the service we requested

Weaknesses: _____

3.2 SUPPORT SPECIFICATIONS

☒ **Excellent (A)** ☐ **Good (B)** ☐ **Adequate (C)** ☐ **Poor (D)**

An Offeror's proposal must address the following items:

1. Describe in detail how vendor will address each of the solution requirements in 3.1, and provide detailed migration/transition plans and installation timelines for each.
2. Account Manager / Account Support Staff
 - a) The awarded vendor will be the sole (single) point of contact between all participating strategic business partners and subcontractors and City

Schools. The selected vendor must identify all participating strategic business partners or subcontractors and will utilize only qualified and competent individuals when performing services required under this RFP.

- b) Vendor shall provide a dedicated account manager who shall be responsible for the City Schools' account/contract. Please provide the proposed account manager's name and resume in TAB C of your proposal. The account manager shall receive all orders from City Schools and shall be the primary contact for all issues regarding vendor's response to this RFP and any contract that may arise pursuant to this RFP. The account manager will be assigned to City Schools over the life of the contract. If a replacement is necessary, City Schools must approve the replacement.
- c) Vendor shall provide adequate, competent support staff that shall be able to service City Schools during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
- d) Vendor account manager shall be familiar with City Schools' requirements and standards and work to ensure that established standards are adhered to.
- e) City Schools shall be supplied with the names, telephone numbers, facsimile numbers, e-mail addresses, and business addresses of the account manager, service representatives, technical support, billing support, and emergency service support personnel after award of the contract. This list must be kept up-to-date at all times.
- f) After-hours telephone answering system may be automated if an escalation call list to bypass it has been provided to City Schools by the vendor.
- g) Vendor shall enable and allow, at all times, all of the following methods for routine and emergency communications between City Schools and the vendor(s): a) telephone, b) facsimile transmission, and c) e-mail.

3. Technical Support

- a) Vendor must make support services available 24 hours/day, 7 days/week through email and a toll free or local access phone line. This service will provide same-day response to questions about support.
- b) Vendor must specify in the RFP response the escalation procedures for service interruptions, to include:
 - Definition of Major Outage
 - Guaranteed response times for repair
 - Service monitoring capabilities and responsibilities
 - Call escalation matrix with names and numbers according to severity
- c) Vendor must provide diagnostic and resolution feedback in the event of service outages and interruptions.

4. Service Level Agreements

Vendor should include an outline of proposed Service Level Agreements (SLA) for all relevant aspects of the project. At a minimum, SLAs should address:

- a) Uptime availability
- b) Meantime to respond / repair / restore

5. Reporting

Vendor should provide on-going weekly performance and weekly utilization reports of service components and links as soon as services are transitioned. A consolidated report is preferred over individual site reports. The weekly performance reports should include:

- a) Uptime Availability (with reasons for extended outages).
- b) Others as recommended by successful respondent.

Strengths: p51 – advanced notification
p51 – text message alerts
p50 – Enhanced call quality monitoring
p50 & p56 – provide reports with KPIs

Weaknesses:

B. Experience/Qualifications (Tab C)

OVERALL ASSESSMENT OF RESPONSE (Please Check One):

☒ **Excellent (A)** ☐ **Good (B)** ☐ **Adequate (C)** ☐ **Poor (D)**

Scoring Rubric

Excellent	Good	Adequate	Poor
Excellent level of Experience/Qualifications	Above Adequate level of Experience/Qualifications	Adequate level of Experience/Qualifications.	Less than adequate level of Experience/Qualifications

TAB C. EXPERIENCE AND CAPABILITIES

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

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

Strengths: Have provided the services for other LEAs

Weaknesses: _____

C. Fiscal Integrity (Tab D)

OVERALL ASSESSMENT OF RESPONSE (Please **Check One**):

☒ **Excellent (A)**

☐ **Good (B)**

☐ **Adequate (C)**

☐ **Poor (D)**

Scoring Rubric

Excellent	Good	Adequate	Poor
Demonstrated excellent financial stability and financial statements.	Demonstrated good financial stability and financial statements.	Demonstrated adequate financial stability.	Demonstrated in a less than adequate manner.

TAB D. FISCAL INTEGRITY/FINANCIAL STATEMENTS

1. The Offeror shall include in its proposal, completed audited financial statements including the auditor's notes, for its last two fiscal years. If the Offeror has not had its financial statements audited by an independent accounting firm, the Offeror must submit such un-audited financial statements as it has. Some acceptable methods include but are not limited to one or more of the following:
 - a. Recently audited (or best available) financial statements
 - b. Dunn and Bradstreet Rating
 - c. Standard and Poor's Rating
 - d. Lines of credit
 - e. Evidence of a successful financial track record
 - f. Evidence of adequate working capital
2. Offeror shall identify any claims during the past five (5) years and provide information on any pending litigation, lawsuits etc.

Strengths: The company has a large amount of money in the bank
The company is very stable

Weaknesses: _____

EVALUATION ASSESSMENT TOOL
for
RFP-15008: SIP Trunk and Transport

Offeror EMA

Evaluator WILSON TTA

A. Proposed Plan of Operations (Tab E)

OVERALL ASSESSMENT OF RESPONSE (Please Check One):

☐ **Excellent (A)** ☒ **Good (B)** ☐ **Adequate (C)** ☐ **Poor (D)**

Scoring Rubric

Excellent	Good	Adequate	Poor
The proposed plan to provide services exhibits outstanding knowledge, creativity, innovation or other factors justifying this rating.	The proposed plan to provide services was described in an above adequate manner.	The proposed plan to provide services was described in an adequate manner.	The proposed plan to provide services was described in a less than adequate manner.

TAB E. TECHNICAL RESPONSE TO RFP SCOPE OF WORK

3.1 Offerors must meet the following minimum technical requirements in order to be considered responsive to this RFP:

1. Trunks shall be configured to support load balancing of 300 lines and each shall be capable of supporting, at a minimum, 50% of the total inbound/outbound call traffic at any given time.
2. The transport medians shall utilize different technologies at each location to effectively prevent a single technology failure disabling both transports.
3. The trunk shall allow for local and long distance calls on the same trunk.
4. Local and long distance usage packages' options shall be available to include, but not limited to, a bundled package and pricing per minute.
5. The trunk shall include, but shall not be limited to, the following:
 - a. Domestic and international inbound/outbound toll-free services
 - b. Emergency 911 calling
 - c. Private Switch/Automatic Location Identification Services
 - d. 900/976 blocking
 - e. T.38 fax protocol
 - f. X11 services
 - g. Operator services

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- 11. The trunk provided shall have the ability to scale the number of Internet Protocol (IP) trunks required to allow schools to increase or decrease trunks on a monthly basis, as determined by seasonal needs.

Strengths: - The hybrid structure b/w VoIP and Analog
- Comprehensive solution to include Analog sites
- Using current hardware infrastructure

Weaknesses: _____

3.2 SUPPORT SPECIFICATIONS

An Offeror's proposal must address the following items:

1. Describe in detail how vendor will address each of the solution requirements in 3.1, and provide detailed migration/transition plans and installation timelines for each.
2. Account Manager / Account Support Staff
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3. Technical Support

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 - Call escalation matrix with names and numbers according to severity
- c) Vendor must provide diagnostic and resolution feedback in the event of service outages and interruptions.

4. Service Level Agreements

Vendor should include an outline of proposed Service Level Agreements (SLA) for all relevant aspects of the project. At a minimum, SLAs should address:

- a) Uptime availability
- b) Meantime to respond / repair / restore

5. Reporting

Vendor should provide on-going weekly performance and weekly utilization reports of service components and links as soon as services are transitioned. A consolidated report is preferred over individual site reports. The weekly performance reports should include:

- a) Uptime Availability (with reasons for extended outages).
- b) Others as recommended by successful respondent.

Strengths:

- Support and response time
- Call quality
- MOC

Weaknesses:

B. Experience/Qualifications (Tab C)

OVERALL ASSESSMENT OF RESPONSE (Please Check One):

☐ Excellent (A)

☒ Good (B)

☐ Adequate (C)

☐ Poor (D)

Scoring Rubric

Excellent	Good	Adequate	Poor
Excellent level of Experience/Qualifications	Above Adequate level of Experience/Qualifications	Adequate level of Experience/Qualifications.	Less than adequate level of Experience/Qualifications

TAB C. EXPERIENCE AND CAPABILITIES

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

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3. Name all key personnel who will perform work under this contract and include each individual's resume. Include work history, educational background and indicate the proposed role/function of each individual.
4. At least **five (5)** recent references from its customers who are capable of documenting the following: a) the Offeror's ability to manage similar contracts, b) the quality and breadth of services provided by the Offeror under similar contracts (See Appendix C).

Strengths:

Resumes

References and details

Weaknesses:

not enough sp track presence & footprint

C. Fiscal Integrity (Tab D)

OVERALL ASSESSMENT OF RESPONSE (Please Check One):

☒ **Excellent (A)** ☐ **Good (B)** ☐ **Adequate (C)** ☐ **Poor (D)**

Scoring Rubric

Excellent	Good	Adequate	Poor
Demonstrated excellent financial stability and financial statements.	Demonstrated good financial stability and financial statements.	Demonstrated adequate financial stability.	Demonstrated in a less than adequate manner.

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1. The Offeror shall include in its proposal, completed audited financial statements including the auditor's notes, for its last two fiscal years. If the Offeror has not had its financial statements audited by an independent accounting firm, the Offeror must submit such un-audited financial statements as it has. Some acceptable methods include but are not limited to one or more of the following:
 - a. Recently audited (or best available) financial statements
 - b. Dunn and Bradstreet Rating
 - c. Standard and Poor's Rating
 - d. Lines of credit
 - e. Evidence of a successful financial track record
 - f. Evidence of adequate working capital
2. Offeror shall identify any claims during the past five (5) years and provide information on any pending litigation, lawsuits etc.

Strengths:

Strong financial standing
Independent audit or plus

Weaknesses:

Exhibit 6

EVALUATION ASSESSMENT TOOL
for
RFP-15008: SIP Trunk and Transport

Offeror _____ TW Telecom _____

Evaluator _____ Michelle Pettaway _____

A. Proposed Plan of Operations (Tab E)

OVERALL ASSESSMENT OF RESPONSE (Please **Check One**):

☐ **Excellent (A)** ☐ **Good (B)** ☒ **Adequate (C)** ☒ **Poor (D)**

Scoring Rubric **3.1** **3.2**

Excellent	Good	Adequate	Poor
The proposed plan to provide services exhibits outstanding knowledge, creativity, innovation or other factors justifying this rating.	The proposed plan to provide services was described in an above adequate manner.	The proposed plan to provide services was described in an adequate manner.	The proposed plan to provide services was described in a less than adequate manner.

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3. The trunk shall allow for local and long distance calls on the same trunk.
4. Local and long distance usage packages' options shall be available to include, but not limited to, a bundled package and pricing per minute.
5. The trunk shall include, but shall not be limited to, the following:
 - a. Domestic and international inbound/outbound toll-free services
 - b. Emergency 911 calling
 - c. Private Switch/Automatic Location Identification Services
 - d. 900/976 blocking
 - e. T.38 fax protocol
 - f. X11 services
 - g. Operator services

- h. G.711 and G.729 protocol
- 6. The trunk shall support local number portability.
- 7. The trunk shall provide web based traffic monitoring and reporting to include, but shall not be limited to, historical usage, traffic analysis, trunking analysis.
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- 9. The configuration of the SIP trunk must be engineered for voice quality of service.
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- 11. The trunk provided shall have the ability to scale the number of Internet Protocol (IP) trunks required to allow schools to increase or decrease trunks on a monthly basis, as determined by seasonal needs.

Strengths:

- 1. Requirements met
- 2. Requirements met
- 3. Requirements met
- 4. Requirements met
- 6. Requirements met
- 7. Requirements met
- 8. Requirements met
- 9. Requirements met
- 10. Requirements met

Weaknesses:

- 1. Page 21 –
 - a. “Does not provide International Toll Free numbers/services”
 - c. E911 only, not PS/ALI
 - e. T.30 or G711 Fax Pass-Through only. T.38 is not supported
 - h. G.711 only. G.729 not supported
- 11. Page 22 – Requirement not met. “This functionality is currently under development for anticipated release next year.”

3.2 SUPPORT SPECIFICATIONS

An Offeror's proposal must address the following items:

- 1. Describe in detail how vendor will address each of the solution requirements in 3.1, and provide detailed migration/transition plans and installation timelines for each.
- 2. Account Manager / Account Support Staff
 - a) The awarded vendor will be the sole (single) point of contact between all participating strategic business partners and subcontractors and City Schools. The selected vendor must identify all participating strategic

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4. Service Level Agreements

Vendor should include an outline of proposed Service Level Agreements (SLA) for all relevant aspects of the project. At a minimum, SLAs should address:

- a) Uptime availability
- b) Meantime to respond / repair / restore

5. Reporting

Vendor should provide on-going weekly performance and weekly utilization reports of service components and links as soon as services are transitioned. A consolidated report is preferred over individual site reports. The weekly performance reports should include:

- a) Uptime Availability (with reasons for extended outages).
- b) Others as recommended by successful respondent.

Strengths:

- 1. Requirements Met
- 2.a. Requirements met
- 2.c. Requirements met
- 2.d. Requirements Met
- 2.f. Requirements Met
- 2.g. Requirements Met
- 3. Requirements Met
- 4. Requirements Met but not clearly defined - ~~Page~~ Attachment 3, 1 of 3- provided,
- 5. Requirements Met but, "agrees to provide reporting upon request" (page 30) NOT acceptable

Weaknesses:

- 2.b. Point-of-contact provided with biography but not resume page 23, page 7
- 2.e. All provided except business addresses front of binder

B. Experience/Qualifications (Tab C)

OVERALL ASSESSMENT OF RESPONSE (Please Check One):

☐ **Excellent (A)**

☐ **Good (B)**

☐ **Adequate (C)**

☒ **Poor (D)**

Scoring Rubric

Excellent	Good	Adequate	Poor
Excellent level of Experience/Qualifications	Above Adequate level of Experience/Qualifications	Adequate level of Experience/Qualifications.	Less than adequate level of Experience/Qualifications

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Strengths:

1. Requirements met
2. Requirements met
- 4.

Weaknesses:

3. Page 11 - Resume's not included
4. Page 13-14 - Only 2 references using SIP services

C. Fiscal Integrity (Tab D)

OVERALL ASSESSMENT OF RESPONSE (Please **Check One**):

☐ **Excellent (A)**

☐ **Good (B)**

☐ **Adequate (C)**

☒ **Poor (D)**

Scoring Rubric

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2. Offeror shall identify any claims during the past five (5) years and provide information on any pending litigation, lawsuits etc.

Strengths: _____

Weaknesses: _____

EVALUATION ASSESSMENT TOOL
for
RFP-15008: SIP Trunk and Transport

Offeror TW Telecom

Evaluator WILSON TTA

A. Proposed Plan of Operations (Tab E)

OVERALL ASSESSMENT OF RESPONSE (Please **Check One**):

☐ **Excellent (A)** ☐ **Good (B)** ☒ **Adequate (C)** ☐ **Poor (D)**

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The proposed plan to provide services exhibits outstanding knowledge, creativity, innovation or other factors justifying this rating.	The proposed plan to provide services was described in an above adequate manner.	The proposed plan to provide services was described in an adequate manner.	The proposed plan to provide services was described in a less than adequate manner.

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Strengths:

E 911, T.38 fax

Weaknesses:

Does not support G.729 compression (Pg 21)

3.2 SUPPORT SPECIFICATIONS

An Offeror's proposal must address the following items:

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- b) Others as recommended by successful respondent.

Strengths:

Networks jitter 0.5ms

Weaknesses:

Duration of service outage

B. Experience/Qualifications (Tab C)

OVERALL ASSESSMENT OF RESPONSE (Please Check One):

☐ **Excellent (A)**

☐ **Good (B)**

☐ **Adequate (C)**

☒ **Poor (D)**

Scoring Rubric

Excellent	Good	Adequate	Poor
Excellent level of Experience/Qualifications	Above Adequate level of Experience/Qualifications	Adequate level of Experience/Qualifications.	Less than adequate level of Experience/Qualifications

TAB C. EXPERIENCE AND CAPABILITIES

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

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

Strengths:

Services offered including the number of
year

Weaknesses:

not a large enough foot print for SIP

no Resumes

C. Fiscal Integrity (Tab D)

OVERALL ASSESSMENT OF RESPONSE (Please Check One):

☐ **Excellent (A)**

☐ **Good (B)**

☐ **Adequate (C)**

☒ **Poor (D)**

Scoring Rubric

Excellent	Good	Adequate	Poor
Demonstrated excellent financial stability and financial statements.	Demonstrated good financial stability and financial statements.	Demonstrated adequate financial stability.	Demonstrated in a less than adequate manner.

TAB D. FISCAL INTEGRITY/FINANCIAL STATEMENTS

1. The Offeror shall include in its proposal, completed audited financial statements including the auditor's notes, for its last two fiscal years. If the Offeror has not had its financial statements audited by an independent accounting firm, the Offeror must submit such un-audited financial statements as it has. Some acceptable methods include but are not limited to one or more of the following:
 - a. Recently audited (or best available) financial statements
 - b. Dunn and Bradstreet Rating
 - c. Standard and Poor's Rating
 - d. Lines of credit
 - e. Evidence of a successful financial track record
 - f. Evidence of adequate working capital
2. Offeror shall identify any claims during the past five (5) years and provide information on any pending litigation, lawsuits etc.

Strengths:

Weaknesses:

Net debt
voice services

EVALUATION ASSESSMENT TOOL
for
RFP-15008: SIP Trunk and Transport

Offeror TW Telecom

Evaluator Dawn Asbury

A. Proposed Plan of Operations (Tab E)

OVERALL ASSESSMENT OF RESPONSE (Please **Check One**):

☐ **Excellent (A)** ☐ **Good (B)** ☐ **Adequate (C)** ☒ **Poor (D)**

Scoring Rubric

Excellent	Good	Adequate	Poor
The proposed plan to provide services exhibits outstanding knowledge, creativity, innovation or other factors justifying this rating.	The proposed plan to provide services was described in an above adequate manner.	The proposed plan to provide services was described in an adequate manner.	The proposed plan to provide services was described in a less than adequate manner.

TAB E. TECHNICAL RESPONSE TO RFP SCOPE OF WORK

3.1 Offerors must meet the following minimum technical requirements in order to be considered responsive to this RFP:

1. Trunks shall be configured to support load balancing of 300 lines and each shall be capable of supporting, at a minimum, 50% of the total inbound/outbound call traffic at any given time.
2. The transport medians shall utilize different technologies at each location to effectively prevent a single technology failure disabling both transports.
3. The trunk shall allow for local and long distance calls on the same trunk.
4. Local and long distance usage packages' options shall be available to include, but not limited to, a bundled package and pricing per minute.
5. The trunk shall include, but shall not be limited to, the following:
 - a. Domestic and international inbound/outbound toll-free services
 - b. Emergency 911 calling
 - c. Private Switch/Automatic Location Identification Services
 - d. 900/976 blocking
 - e. T.38 fax protocol
 - f. X11 services
 - g. Operator services

- h. G.711 and G.729 protocol
- 6. The trunk shall support local number portability.
- 7. The trunk shall provide web based traffic monitoring and reporting to include, but shall not be limited to, historical usage, traffic analysis, trunking analysis.
- 8. The trunk shall include a secure access circuit provided over a private or an MPLS connection, including encryption of signaling and media
- 9. The configuration of the SIP trunk must be engineered for voice quality of service.
- 10. The trunk shall provide for geo-diverse balanced trunking across multiple access facilities for the specific address.
- 11. The trunk provided shall have the ability to scale the number of Internet Protocol (IP) trunks required to allow schools to increase or decrease trunks on a monthly basis, as determined by seasonal needs.

Strengths: They offer a database with location and room number for the 911 service

Weaknesses: Long Distance is a per minute charge it is not unlimited, which can be costly

Pg. 21 Cannot support T.38 faxing and G729

Pg. 22 Currently does not have ability to scale – under development

3.2 SUPPORT SPECIFICATIONS

An Offeror's proposal must address the following items:

- 1. Describe in detail how vendor will address each of the solution requirements in 3.1, and provide detailed migration/transition plans and installation timelines for each.
- 2. Account Manager / Account Support Staff
 - a) The awarded vendor will be the sole (single) point of contact between all participating strategic business partners and subcontractors and City

Schools. The selected vendor must identify all participating strategic business partners or subcontractors and will utilize only qualified and competent individuals when performing services required under this RFP.

- b) Vendor shall provide a dedicated account manager who shall be responsible for the City Schools' account/contract. Please provide the proposed account manager's name and resume in TAB C of your proposal. The account manager shall receive all orders from City Schools and shall be the primary contact for all issues regarding vendor's response to this RFP and any contract that may arise pursuant to this RFP. The account manager will be assigned to City Schools over the life of the contract. If a replacement is necessary, City Schools must approve the replacement.
- c) Vendor shall provide adequate, competent support staff that shall be able to service City Schools during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
- d) Vendor account manager shall be familiar with City Schools' requirements and standards and work to ensure that established standards are adhered to.
- e) City Schools shall be supplied with the names, telephone numbers, facsimile numbers, e-mail addresses, and business addresses of the account manager, service representatives, technical support, billing support, and emergency service support personnel after award of the contract. This list must be kept up-to-date at all times.
- f) After-hours telephone answering system may be automated if an escalation call list to bypass it has been provided to City Schools by the vendor.
- g) Vendor shall enable and allow, at all times, all of the following methods for routine and emergency communications between City Schools and the vendor(s): a) telephone, b) facsimile transmission, and c) e-mail.

3. Technical Support

- a) Vendor must make support services available 24 hours/day, 7 days/week through email and a toll free or local access phone line. This service will provide same-day response to questions about support.
- b) Vendor must specify in the RFP response the escalation procedures for service interruptions, to include:
 - Definition of Major Outage
 - Guaranteed response times for repair
 - Service monitoring capabilities and responsibilities
 - Call escalation matrix with names and numbers according to severity
- c) Vendor must provide diagnostic and resolution feedback in the event of service outages and interruptions.

4. Service Level Agreements

Vendor should include an outline of proposed Service Level Agreements (SLA) for all relevant aspects of the project. At a minimum, SLAs should address:

- a) Uptime availability
- b) Meantime to respond / repair / restore

5. Reporting

Vendor should provide on-going weekly performance and weekly utilization reports of service components and links as soon as services are transitioned. A consolidated report is preferred over individual site reports. The weekly performance reports should include:

- a) Uptime Availability (with reasons for extended outages).
- b) Others as recommended by successful respondent.

Strengths:

Weaknesses: Did not provide resumes –biography was provided

Attachment 3 – SLA's are not acceptable for downtime, considering that there is redundancy.

Pg. 20 – re-converges at 250ms – calls are dropped at 150ms

Ticket responses are not guaranteed.

B. Experience/Qualifications (Tab C)

OVERALL ASSESSMENT OF RESPONSE (Please **Check One**):

☐ **Excellent (A)** ☐ **Good (B)** ☐ **Adequate (C)** ☒ **Poor (D)**

Scoring Rubric

Excellent	Good	Adequate	Poor
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3. Name all key personnel who will perform work under this contract and include each individual's resume. Include work history, educational background and indicate the proposed role/function of each individual.
4. At least **five (5)** recent references from its customers who are capable of documenting the following: a) the Offeror's ability to manage similar contracts, b) the quality and breadth of services provided by the Offeror under similar contracts (See Appendix C).

Strengths:

Weaknesses: No experience with LEA's, only provides SIP Trunk services for 2 of 5 references

Resumes are not included, No org chart.

C. Fiscal Integrity (Tab D)

OVERALL ASSESSMENT OF RESPONSE (Please **Check One**):

☐ **Excellent (A)**

☐ **Good (B)**

☐ **Adequate (C)**

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Scoring Rubric

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Demonstrated excellent financial stability and financial statements.	Demonstrated good financial stability and financial statements.	Demonstrated adequate financial stability.	Demonstrated in a less than adequate manner.

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

Strengths: It is a growing company.

Weaknesses: Debt to income ratio is high

EVALUATION ASSESSMENT TOOL
for
RFP-15008: SIP Trunk and Transport

Offeror TW Telecom

Evaluator James M. Smith, Jr.

A. Proposed Plan of Operations (Tab E)

OVERALL ASSESSMENT OF RESPONSE (Please **Check One**):

☐ **Excellent (A)** ☐ **Good (B)** ☐ **Adequate (C)** ☒ **Poor (D)**

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TAB E. TECHNICAL RESPONSE TO RFP SCOPE OF WORK

3.1

☐ **Excellent (A)** ☐ **Good (B)** ☒ **Adequate (C)** ☐ **Poor (D)**

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 - e. T.38 fax protocol

- f. X11 services
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 - h. G.711 and G.729 protocol
6. The trunk shall support local number portability.
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 9. The configuration of the SIP trunk must be engineered for voice quality of service.
 10. The trunk shall provide for geo-diverse balanced trunking across multiple access facilities for the specific address.
 11. The trunk provided shall have the ability to scale the number of Internet Protocol (IP) trunks required to allow schools to increase or decrease trunks on a monthly basis, as determined by seasonal needs.

Strengths: Provide a Cisco 3600 @ 100MB

Weaknesses: No T.38 Fax support
 p21 – No G.729 compression (64KB per call)
 P22 - #11 – under development?? – So, not available now....
 no SIP scalability

3.2 SUPPORT SPECIFICATIONS

☒ **Excellent (A)** ☐ **Good (B)** ☐ **Adequate (C)** ☒ **Poor (D)**

An Offeror's proposal must address the following items:

1. Describe in detail how vendor will address each of the solution requirements in 3.1, and provide detailed migration/transition plans and installation timelines for each.
2. Account Manager / Account Support Staff
 - a) The awarded vendor will be the sole (single) point of contact between all participating strategic business partners and subcontractors and City Schools. The selected vendor must identify all participating strategic business partners or subcontractors and will utilize only qualified and competent individuals when performing services required under this RFP.
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3. Technical Support

- a) Vendor must make support services available 24 hours/day, 7 days/week through email and a toll free or local access phone line. This service will provide same-day response to questions about support.
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4. Service Level Agreements

Vendor should include an outline of proposed Service Level Agreements (SLA) for all relevant aspects of the project. At a minimum, SLAs should address:

- a) Uptime availability
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5. Reporting

Vendor should provide on-going weekly performance and weekly utilization reports of service components and links as soon as services are transitioned. A consolidated report is preferred over individual site reports. The weekly performance reports should include:

- a) Uptime Availability (with reasons for extended outages).
- b) Others as recommended by successful respondent.

Strengths:

Weaknesses: No resumes included in proposal – not acceptable
p.38 - only offering a 99.99 (2x9) SLA = 5 min downtime – not acceptable
P40 – 99.9 – average packet delivery @ no credit
p20 – 250ms to re-converge if there is an outage - calls drop at 150MS – so calls will be dropped / lost – not acceptable

B. Experience/Qualifications (Tab C)

OVERALL ASSESSMENT OF RESPONSE (Please Check One):

☒ **Excellent (A)** ☐ **Good (B)** ☐ **Adequate (C)** ☒ **Poor (D)**

Scoring Rubric

Excellent	Good	Adequate	Poor
Excellent level of Experience/Qualifications	Above Adequate level of Experience/Qualifications	Adequate level of Experience/Qualifications.	Less than adequate level of Experience/Qualifications

TAB C. EXPERIENCE AND CAPABILITIES

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4. At least **five (5)** recent references from its customers who are capable of documenting the following: a) the Offeror's ability to manage similar contracts, b) the quality and breadth of services provided by the Offeror under similar contracts (See Appendix C).

Strengths:

Weaknesses: 5 companies listed but only 2 use SIP services (both are very small)
p9 – Who runs the NOC?? – Again no resumes or ORG chart
p10 – 15 min call back – not acceptable
P10 - takes 45 min before it get to a director to step in

C. Fiscal Integrity (Tab D)

OVERALL ASSESSMENT OF RESPONSE (Please **Check One**):

☒ **Excellent (A)**

☐ **Good (B)**

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

Strengths:

Weaknesses:

2013 Annual Report
P39 – only \$373K make up voice services
P40 - \$392K – admin costs
P41 - \$204K – operating income
p44 – 1.4MM – net debt

EVALUATION ASSESSMENT TOOL
for
RFP-15008: SIP Trunk and Transport

Offeror – TW Telecom

Evaluator – Kenny Cooper

A. Proposed Plan of Operations (Tab E)

OVERALL ASSESSMENT OF RESPONSE (Please **Check One**):

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Strengths: **911 Locations Services**

Weaknesses: **T.38 fax protocol not fully supported – pg. 21**
G.729 compression not supported – pg. 21
Trunk scalability not currently supported – pg. 22

3.2 SUPPORT SPECIFICATIONS

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- b) Others as recommended by successful respondent.

Strengths:

Weaknesses: SLA availability is not adequate. Only 99.99 - attachment 3

B. Experience/Qualifications (Tab C)

OVERALL ASSESSMENT OF RESPONSE (Please Check One):

☐ Excellent (A) ☐ Good (B) ☐ Adequate (C) ☒ Poor (D)

Scoring Rubric

Excellent	Good	Adequate	Poor
Excellent level of	Above Adequate level of	Adequate level of	Less than adequate level

Experience/Qualifications	Experience/Qualifications	Experience/Qualifications.	of Experience/Qualifications
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Strengths:

Weaknesses: **No resume submitted**

References are small no school districts included

No proven ability to handle a large customer

C. Fiscal Integrity (Tab D)

OVERALL ASSESSMENT OF RESPONSE (Please **Check One**):

☐ **Excellent (A)**

☐ **Good (B)**

☐ **Adequate (C)**

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 - e. Evidence of a successful financial track record
 - f. Evidence of adequate working capital
2. Offeror shall identify any claims during the past five (5) years and provide information on any pending litigation, lawsuits etc.

Strengths:

Weaknesses: **Limited capital based on earnings report**

Exhibit 7

Appendix I – Financial Proposal Form

Session Initiated Protocol (SIP) Trunk and Transport RFP-15008

Company name ENA Services, LLC, a subsidiary of Education Networks of America, Inc.

Address 1101 McGavock Street, 3rd Floor
Nashville, TN 37203

Phone number (615) 312-6005

TO: BOARD OF SCHOOL COMMISSIONERS OF BALTIMORE CITY

We propose to provide Session Initiated Protocol (SIP) Trunk and Transport solutions to Baltimore City Public Schools, in accordance with Special Terms and Conditions, General Terms and Conditions, Scope of Work, and other documents of this Request for Proposals.

		E-Rate Eligible Cost	E-Rate Ineligible Cost
a.	Monthly cost of SIP Trunk services	\$3,975	\$0.00
b.	Annual cost of SIP Trunk services (a. x 12)	\$47,700	\$0.00
c.	Total five-year cost of SIP Trunk services (b. x 5)	\$238,500	\$0.00
d.	Setup cost per site (incl. assessment, training)	\$0.00	\$0.00
	Total (c. + d.)	\$238,500	\$0.00

ENA Service Notes:

1. Certain components of our voice solution may be ineligible or subject to phase down of E-Rate support based on the final Eligible Services List (ESL) for 2015-2016 that has yet to be released by the FCC. We will work with City Schools to understand and provide appropriate cost allocation guidance as needed based on the final ESL.
2. ENA has provided City Schools specific pricing listed above. We have also included our standard price list in the Optional Services Pricing on page 3. Pricing is based on the quantities indicated in the RFP, if quantities differ significantly, pricing may be impacted. ENA will work with City Schools in the event such differences occur to minimize any impact.
3. Government fees (USF, State USF, 911, local fees as applicable) are estimated at 4% and are in addition to the rates above. Government fees are subject to change over the life of the contract.

4. Our bid for SIP trunking is based on winning RFP 15001 for Internet Access service. In the event that ENA does not win the Internet Access bid, one or more connections from City Schools aggregation locations at 200 East North Ave and 1100 Covington Street will be required to provide service. Price for these connections are \$800 for 100 Mbps and \$1,300 for 1 Gbps using one carrier and a further option for these connections using two carriers is \$1,200 for 100 Mbps and \$2,000 for 1 Gbps. ENA recommends 100 Mbps for 300 SIP trunks. Based on the draft Eligible Services List, separate circuits for voice carriage are listed as part of the E-Rate phase-down of voice service. The FCC has yet to provide guidance on whether IP based voice traffic will be required to be cost allocated from a circuit shared between voice and Internet/Data. We believe that either way the FCC rules on this matter, that City Schools' costs will be lower by using the same vendor for both SIP trunking and Internet Access. To facilitate the requirements of this bid, ENA has developed an Internet Access solution that uses diverse fiber paths from each City Schools aggregation location with an option that uses two different underlying carriers – one connected to each City Schools aggregation location. This solution will provide the highest levels of uptime while also having ENA involved to manage the whole solution including complex routing issues such as BGP.
5. Based on our understanding of K-12 usage from our numerous voice customers, our bid has been designed with a combination of the lowest possible price for our estimate of an acceptable base solution. For the cost listed above, our solution includes:
300 SIP Trunks
2,088 DIDs
300,000 shared minutes of usage (calculated at 1,000 minutes per trunk)
6. The pricing above is valid to serve the future anticipated growth needs of 1,800 trunks and 4,500 DIDs per year. In the event that the ratio of lines to trunks changes dramatically, ENA will review pricing to determine if any changes are required.
7. To offer the lowest price possible, ENA's offer includes a maximum of 100 minutes of International Long Distance calling per month. Additional international long distance minutes (if placed to countries with higher per minute costs than average US costs) will be charged at our standard international rates.
8. Each DID includes a simple directory listing.

Printed Name Rex Miller

Signature

A handwritten signature in blue ink, appearing to read 'Rex Miller', is written over a horizontal line.Title CFODate October 24, 2014

Exhibit 8

From: [Gill, William](#)
To: [McKenzey, Lonnie](#)
Cc: [Rich, Stan](#); [Gill, William](#); [Leal, Amy](#)
Subject: BAFO RFP-15008
Date: Monday, October 27, 2014 10:53:10 AM
Attachments: [BCPS BAFO 10-27-14.pdf](#)

Mr. McKenzie,

Thank you for giving tw telecom the opportunity to submit a best and final offer for RFP-15008! Although our 300 call path pricing must remain the same at \$4,568.80/mo given our capital costs we would like to put in writing our commitment to better pricing as you upgrade to 600, 900, and 1200 call paths. Please see the appropriate pricing revisions listed below. We are excited to be considered as a business partner of BCPS and will look forward to your response.

5 Year Pricing:

300 Call Paths - \$4,568.80/mo
600 Call Paths - \$7,203.00/mo
900 Call Paths - \$9,882.38/mo
1200 Call Paths - \$11,315.50/mo

If you have any questions as to our BAFO please do not hesitate to contact us at your convenience.

Regards,

Bill Gill
tw telecom inc.
Phone: (301) 361-3542
Mobile: (585) 737-9195
Email: bill.gill@twtelecom.com
www.twtelecom.com

-----Original Message-----

From: McKenzie, Lonnie [<mailto:LMcKenzey@bcps.k12.md.us>]
Sent: Thursday, October 23, 2014 2:54 PM
To: Rich, Stan
Cc: Gill, William
Subject: FW: BAFO RFP-15008

Mr. Rich - Attached is a request for your best and final offer regarding Baltimore City Public Schools' RFP-15008. Please confirm receipt of this email. Thank you.

Lonnie McKenzie

This message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is non-public, proprietary, privileged, confidential, and exempt from disclosure under applicable law or may constitute as attorney work product.

If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, notify us immediately by telephone and

(i) destroy this message if a facsimile or (ii) delete this message immediately if this is an electronic communication.

Thank you.

The content contained in this electronic message is not intended to constitute formation of a contract binding tw telecom. tw telecom will be contractually bound only upon execution, by an authorized officer, of a contract including agreed terms and conditions or by express application of its tariffs. This message is intended only for the use of the individual or entity to which it is addressed. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the sender of this E-Mail or by telephone.

APPENDIX I - FINANCIAL PROPOSAL FORM
(BEST AND FINAL OFFER – October 23, 2014)
RFP-15008

SESSION INITIATED PROTOCOL (SIP) TRUNK AND TRANSPORT

Company name fw telecom holdings inc.
 Address 6230 Old Dabbin Lane, Floor 1
Columbia MD 21045
 Phone number 301-361-3542

TO: BOARD OF SCHOOL COMMISSIONERS OF BALTIMORE CITY

We propose to provide **Session Initiated Protocol (SIP) Trunk and Transport** solutions to Baltimore City Public Schools in accordance with Special Terms and Conditions, General Terms and Conditions, Scope of Work, and other documents of this Request for Proposal.

		E-Rate Eligible Cost	E-Rate Ineligible Cost
a.	Monthly cost of SIP Trunk services	\$ 4,568.80	\$ 0.00
b.	Annual cost of SIP Trunk services (a. x 12)	\$ 54,825.60	\$ 0.00
c.	Total five-year cost of SIP Trunk services (b. x 5)	\$ 274,128.00	\$ 0.00
d.	Setup cost per site (Incl. assessment, training)	\$ 0.00	\$ 0.00
	Total (c. + d.)	\$ 274,128.00	\$ 0.00


Printed Name Stan Rich Signature 
 Title Vice President & General Mgr. Date 10-27-2014

Exhibit 9

MEMO

To: Lonnie W. McKenziey
From: EVALUATION TEAM CHAIR
EVALUATION TEAM MEMBERS
Date: October 21, 2014

Subject: RFP-15008: Session Initiated Protocol (SIP) Trunk and Transport

By consensus, the Evaluation Committee's recommendation for contract award is ENA, which demonstrated proven competence and experience. The response meets all requirements set forth in the RFP, as well as experience with multiple other LEAs and with E-rate. The proposal submitted by ENA, therefore, provides the most advantageous offer to City Schools considering both price and technical factors set forth in RFP-15008.

We, the members of the Evaluation Committee, certify that we have made this selection after careful evaluations, that the evaluations were done in a fair and impartial manner, without prejudice or bias, and that to the best of our ability, we have selected the vendor whose proposal represents the best overall value to City Schools.

Evaluation Committee Members:

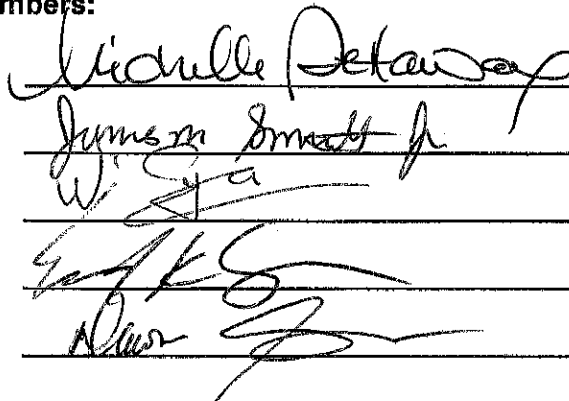
Michelle Pettaway (Chair)

James Smith

Wilson Tita

Kenny Cooper

Dawn Asbury



The block contains five handwritten signatures, each written over a horizontal line. The signatures correspond to the names listed to the left: Michelle Pettaway, James Smith, Wilson Tita, Kenny Cooper, and Dawn Asbury. The signatures are written in black ink and are somewhat stylized.

**RFP-15008
Board Counsel**

Evaluation Summary

The Evaluation Committee was comprised of five (5) members:

- Director of Infrastructure
- Manager of Network Services
- VoIP Engineer
- Analog Telephony Engineer
- ITD Business Manager

Rankings

Offerors	Technical Rank	Financial Rank	5-year Total Cost	Overall Rank
ENA	1	1	\$238,500	1
Tw Telecom	2	2	\$274,128	2

OFFEROR - ENA

Strengths:

- All Requirements met with additional optional features and scalability for a hybrid solution
- Unlimited local and long distance
- Smartfax is an option
- Readily available reporting system with KPI's
- Enhanced call quality monitoring
- Experience with other LEA's and E-Rate
- Resumes and org charts provided
- Tremendous financial stability and supplied an independent audit

Weaknesses:

- 2-hour SLA could improve
- Not a large footprint of SIP trunk presence and experience

OFFEROR – tw telecom

Strengths:

- E911 option with database storing location and room numbers
- T.38 fax option
- Network jitter 0.5 ms
- It is a growing company
- Cisco 3600 provided at 100mbps

Weaknesses:

- Does not provide International Toll Free services
- Long distance charges per minute
- E911 only, no PS/ALI
- T.38 not supported
- G.729 not supported for compression
- Inability to scale
- SLA's and response times unacceptable. Offer is 99.99% = 5 min downtime
- 15 minutes before returned calls. 45 minutes before escalated to Director
- Re-converges at 250ms. Calls drop at 150ms
- Resume's not provided
- Only 2 references with SIP services
- No other LEA experience
- Debt-to-income ratio is high
- Only \$737K for voice services
- \$204K operating income
- \$1.4M in debt