APPENDIX C – MWE-807-14 HARDWARE, SOFTWARE, AND SERVICES TO PROVIDE
A 1:1 STUDENT DEVICE PROGRAM
Contract MWE-807-14 between BCPS and Daly Computers & HP

Appendix contents:
Request for Proposal
Executed Contract with Daly Computers
Executed Pricing Agreements with HP
SOLICITATION NUMBER: MWE-807-14

BID ISSUED DATE: January 2, 2014

PRE-BID: A PRE-BID meeting is scheduled for January 7, 2014, 12:00 P.M. at Conference Room 114, Building E, 6901 N. Charles Street, Towson, MD 21204.

DUE DATE: January 23, 2014

DUE TIME: 4:00 P.M. (Eastern Time Zone)

RETURN TO: BALTIMORE COUNTY PUBLIC SCHOOLS OFFICE OF PURCHASING MWE-807-14 Attn: Melanie L. Webster 6901 Charles Street, Building “E”, 1st Floor Towson, Maryland 21204

PUBLIC OPENING: Same date, (10 minutes after due time) Conference Room 6901 Charles Street, Building “E”, 1st Floor Towson, Maryland 21204

Failure to plainly identify your submission as a "SEALED BID" on the outside of the return envelope may result in premature opening of the envelope and bid.

Baltimore County Public Schools reserves the right to waive informalities, to reject all bids, and to reissue this bid at its option, and does not make an obligation to purchase by issuing this bid.

For updated bid information please call the "Bidder's Hotline" at 410-887-7819 or visit our website www.bcps.org/offices/purchasing/bidboard/

Melanie L. Webster CPPB: Email: mwebster@bcps.org

Creating a Culture of Deliberate Excellence
An Affirmative Action Employer
REQUEST FOR PROPOSAL:

The Board of Education of Baltimore County invites Suppliers to bid on the Request for Proposal: Hardware, Software and Services to Provide a 1:1 Student Device Program for Baltimore County Public Schools, Solicitation Number MWE-807-14. Procurement questions can be emailed to Melanie L. Webster at mwebster@bcps.org. You must identify the bid number, within your email message. Verbal questions will not be taken.

Suppliers proposing to bid may secure a set of solicitation documents after 2:00 P.M. (EST), on or after January 2, 2014. Solicitation documents can be obtained electronically by emailing request to: mwebster@bcps.org. Email requests MUST include bidders’ corporate address, phone number, fax number, and representatives contact name. Additionally, hard copy contract documents are available for pickup at the Office of Purchasing, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204. There is no cost for the solicitation.

A pre-bid meeting is scheduled for January 7, 2014 at 12:00 P.M., in the Room #114 at Baltimore County Public Schools, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.

Sealed bids will be received until January 23, 2014, no later than 4:00 P.M., in the Office of Purchasing at Baltimore County Public Schools Office of Purchasing, located at 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204. A public bid opening will be held approximately 10 minutes after the due date and time for this solicitation.

The contractor or suppliers who provide materials, supplies, equipment, and/or services for the above bid shall attempt to achieve 14% participation of Minority Business and/or Small Business Enterprise organizations in response to the Board of Education’s goal for economic development. Certified Minority Business Enterprises and Small Business Enterprises are encouraged to respond to these solicitations.

Bidders shall include minority and small business enterprise material as provided herein with their proposal. Bidders failing to submit the minority and small business enterprise material as provided herein, including the Small and Minority Business Enterprise Utilization Affidavit may result in the bid being determined non-responsive.

The Board of Education of Baltimore County reserves the right to reject any or all proposals and to waive informalities.

By Order of the Board of Education of Baltimore County
Richard Gay, Manager, Office of Purchasing

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**TABLE OF CONTENTS**

<table>
<thead>
<tr>
<th>ITEM#</th>
<th>AREA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>AN INVITATION TO BID</td>
</tr>
<tr>
<td>2.</td>
<td>BID PREPARATION, PROPOSAL SHEET, BID OPENING</td>
</tr>
<tr>
<td>3.</td>
<td>BONDING</td>
</tr>
<tr>
<td>4.</td>
<td>COMPLIANCE WITH SPECIFICATIONS</td>
</tr>
<tr>
<td>5.</td>
<td>DEVIATIONS TO SPECIFICATIONS</td>
</tr>
<tr>
<td>6.</td>
<td>BID PRICES</td>
</tr>
<tr>
<td>7.</td>
<td>SAMPLES, CATALOGS AND CATALOG CUTS</td>
</tr>
<tr>
<td>8.</td>
<td>BIDDING PROCEDURE AND BID AWARDS</td>
</tr>
<tr>
<td>9.</td>
<td>ANNULMENTS AND RESERVATIONS</td>
</tr>
<tr>
<td>10.</td>
<td>APPEAL PROCESS</td>
</tr>
<tr>
<td>11.</td>
<td>DELIVERY REQUIREMENTS</td>
</tr>
<tr>
<td>12.</td>
<td>INSPECTIONS</td>
</tr>
<tr>
<td>13.</td>
<td>GUARANTEE AND WARRANTIES</td>
</tr>
<tr>
<td>14.</td>
<td>BILLING AND PAYMENT DISCOUNTS</td>
</tr>
<tr>
<td>15.</td>
<td>LAWS, REGULATIONS AND PERMITS</td>
</tr>
<tr>
<td>16.</td>
<td>INSURANCE</td>
</tr>
<tr>
<td>17.</td>
<td>SAFETY REQUIREMENTS</td>
</tr>
<tr>
<td>18.</td>
<td>SUB-CONTRACTORS</td>
</tr>
<tr>
<td>19.</td>
<td>LIQUIDATED DAMAGES</td>
</tr>
<tr>
<td>20.</td>
<td>TERMINATIONS OF CONTRACT</td>
</tr>
<tr>
<td>21.</td>
<td>GOVERNING LAW</td>
</tr>
<tr>
<td>22.</td>
<td>WAIVER OF JURY TRIAL</td>
</tr>
<tr>
<td>23.</td>
<td>ADDENDA</td>
</tr>
<tr>
<td>24.</td>
<td>INDEMNIFICATION</td>
</tr>
<tr>
<td>25.</td>
<td>LIMITED LIABILITY</td>
</tr>
<tr>
<td>26.</td>
<td>CONFLICT OF INTEREST, LOBBYING, &amp; ETHICS</td>
</tr>
<tr>
<td>27.</td>
<td>MULTI-AGENCY PARTICIPATION</td>
</tr>
<tr>
<td>28.</td>
<td>INCLEMENT WEATHER</td>
</tr>
<tr>
<td>29.</td>
<td>ILLEGAL IMMIGRANT LABOR</td>
</tr>
<tr>
<td>30.</td>
<td>FOREIGN LANGUAGE TRANSLATOR REQUIREMENT</td>
</tr>
<tr>
<td>31.</td>
<td>EMPLOYMENT OF CHILD SEX OFFENDERS</td>
</tr>
<tr>
<td>32.</td>
<td>FORCE MAJEURE</td>
</tr>
<tr>
<td>33.</td>
<td>ASSIGNMENT</td>
</tr>
<tr>
<td>34.</td>
<td>DRUG, TOBACCO, AND ALCOHOL</td>
</tr>
</tbody>
</table>
Baltimore County Public Schools (BCPS) invites all interested and qualified bidders to bid on all proposals in accordance with directions available in the Office of Purchasing, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.

In accordance with State law, all bids having a potential award value of $25,000 or more shall be advertised for at least two (2) weeks before bids are to be filed.

For the purpose and clarity of this document only, "BCPS" will mean the Baltimore County Public Schools and/or the Board of Education of Baltimore County. Also, for the purpose and clarity of this document the word "Bidder" will mean any reliable and interested broker, vendor, contractor and/or manufacturer who want to bid this contract.

Only authorized dealers may bid on requested equipment. At the discretion of BCPS, a certificate, executed by the manufacturer, may be requested stating that the bidder is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.

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, or to any designated warehouse or warehouses in Baltimore County, Maryland whichever is specified, in quantities to be determined subsequent to the bid opening. There are approximately 200 schools and offices in BCPS.

The Bidder will not be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidder must determine which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT WILL BE REJECTED.

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 BCPS. When an aggregate bid is requested, the unit prices for each item shall be identified on the proposal sheet for accounting purposes. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid on a combination of items will be permitted except as provided for on the proposal sheet and/or in Part II, Specifications.

BCPS shall receive sealed proposals until date and time indicated on bid cover. Bids must be delivered to the Office of Purchasing at the above address where they will be opened and publicly read at a stated time. Bids must be delivered in sealed opaque envelopes and clearly marked on the outside: Name of Bidder, Due Date and Time, Bid Number and Bid Title.
i. Brand name and model numbers are offered as a reference for bidders as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted as 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 Office of Purchasing. (Refer to Part II, Specifications.)

j. The product offered by the bidder shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the bidder shall offer to BCPS a new alternate product meeting and/or exceeding the established specifications, under the same terms, conditions and prices as the originally offered item.

k. The successful bidder, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to BCPS, which provide sufficient data to enable BCPS to judge the vendor's compliance with the specifications.

2. **BID PREPARATION, PROPOSAL SHEET, BID OPENING**

   a. Bidder must submit one (1) original, with original signatures, of their proposal using BCPS proposal forms, unless otherwise directed. The bidder shall retain one (1) copy of the bid for their files. Bids must be signed and submitted by an authorized representative of the company. Each bidder may attach a letter of explanation to the bid, if so desired, to provide an explanation of any detail(s) in the bid.

   b. Signed bids should be returned in a sealed envelope. BCPS shall not accept any facsimile transmission to agents, representatives or employees as meeting the requirement of the sealed bid. A facsimile document shall not be considered a valid response to the bid specification.

   1. Each bid must show the full business address, telephone number, and fax number of the bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the bidder or vendor to the contrary.

   2. Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.

   3. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of their authority to do so.
4. Award Bidders shall be required under Article 56, Section 270(4), Annotated Code of Maryland, to provide proof of Certificate of Registry and must be licensed to do business in the State of Maryland and must provide a tax certification number. Visit the following website to ensure compliance: http://www.dat.state.md.us/sdatweb/charter.html

c. All bidders shall be required to complete the certificates and/or affidavits, which are, incorporated into the proposal pages of this specification. Such documents are required by local, state or federal funding agencies of BCPS as part of the bidding process. The documents may include: Anti-Bribery Affidavit, Debarment Certificate, Sales Tax Certification, Small Business Enterprise and Certified Minority Business Enterprise Utilization Affidavit and when applicable, Asbestos Free Certification.

d. **Bid Opening**

1. At the public opening of the bids, the bidder's names and their prices will be read and posted.

2. Complete evaluation of the proposals will not take place at the bid opening and no indication of award will be made. BCPS reserves the right to review all responses and analyze the results of the bidding process. A final recommendation(s) shall be prepared for review and approval by the Board of Education of Baltimore County.

3. The recommended award will be available in the Office of Purchasing after the completed evaluation.

4. Proposals will be available for review by the general public after Award of Contract by the Board of Education of Baltimore County. Upon acceptance and approval of the bid(s) by the Board of Education, a binding contract shall be established between BCPS and the bidder(s). Bidders may contact the Office of Purchasing to arrange a date and time to review bid documents.

e. **Bid Preparation Fees:** BCPS will not be responsible for any costs incurred by a bidder in preparing and submitting a proposal in response to this bid request.

3. **BONDING**

a. **Bid Bonds** may be required. Refer to Part II: Specifications—General Requirements.

b. Performance Bonds and/or payment bonds are required on all bids meeting the following conditions. The successful bidder(s) of this contract may be required to submit either one or both of the following two (2) bonds to the Office of Purchasing within ten (10) days of receipt of the Notice of Award and in accordance with the terms stated below. The cost of the performance bond and/or payment bond will be borne by the bidder(s) in all instances. Bonds shall be made out in the name of the "Board of Education of Baltimore County".
They shall be provided to the Office of Purchasing, Contracting Assistant, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.

1. **Performance Bond** shall be required for contracts and/or awards over $30,000 and all construction contracts in the amount of 100% of the contract price to cover faithful performance of the contract.

2. **Payment Bond (construction contracts only)** shall be required for contracts and/or awards over $30,000 and shall be required in the amount of 100% of the contract price as security for the payment of all persons performing labor and furnishing materials in connection therewith.

c. Certified checks in the amounts stated above will be accepted in lieu of the performance bond and payment bond only upon prior approval of the Manager, Office of Purchasing. If checks are approved for acceptance in lieu of either bond, they should be in the same amount as these bonds; be separate checks; and should clearly designate the purpose - i.e., performance of payment.

1. Certified checks, if submitted, will be deposited in the BCPS bank account(s). Upon successful completion of the contract, check(s) will be drawn upon the Board's bank account(s) for the full amounts of both certified checks. Certified checks shall be made out in the name of the "Board of Education of Baltimore County". They shall be provided to the Office of Purchasing, Contracting Assistant, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.

d. Bonds must be approved by surety companies, which are in the most current Circular 570 "Surety Companies Acceptable on Federal Bonds" as issued by the U.S. Treasury, Bureau of Government Finance Operations, Division of Banking and Cash Management, Washington, D.C. 20011.

1. If a bonding company is used that is not on the most current Circular 570, the vendor will be contacted to obtain a bond from an approved surety company, and resubmit it to the Office of Purchasing within ten (10) working days after the contract.

e. Upon receipt and approval of the performance bond and/or payment bond or the certified checks, an official purchase order will be issued and the contract initiated.

f. A letter of credit drawn on a bank with a local branch may be used in place of bonds. Letters of credit shall be made out in the name of the "Board of Education of Baltimore County". They shall be provided to the Office of Purchasing, Contracting Assistant, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.

4. **COMPLIANCE WITH SPECIFICATIONS**

a. The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully
complete every part as the true intent and meaning of the drawings and specifications, as decided by the Controller, Division of Business Services.

b. 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.

c. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.

d. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.

e. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the vendor shall call the attention of the Purchasing Manager/Agent to such conflict for a decision before proceeding with any work.

5. DEVIATIONS TO SPECIFICATIONS

Any deviation from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to BCPS to the specification as written. Any deviation by the vendor from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.

6. BID PRICES

a. Any bidder may withdraw his bid submission prior to the bid opening date and time specified. After this date and time, BCPS has a period of one-hundred twenty (120) calendar days to issue a Purchase Order or have the award of contract approved by the Board of Education, upon which, the bidder agrees to retain all prices and requirements of the bid until the completion of the contract period.

b. Unit Prices must be rounded off to no more than two (2) decimal places unless so specified in Part II, Specifications.

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

d. All prices bid shall include all delivery charges.

e. Cash discounts will not be taken into consideration in determining a contract award. ALL DISCOUNTS, OTHER THAN PROMPT PAYMENT, TO BE INCLUDED IN BID PRICE.
f. BCPS reserves the right to accept price reductions from the award vendor during the term of this contract to occur no less than thirty (30) days after award of contract.

g. TAXES: BCPS is exempt from the payment of the Maryland Sales Tax and Federal Excise Tax. Prices quoted shall not include State Sales and Use Tax or Federal Excise Tax. Exemption certificates will be furnished upon request

1. BCPS Tax Exempt Number is 30001110.

7. SAMPLES, CATALOGS AND CATALOG CUTS

a. Upon request, a properly tagged sample shall be submitted by each bidder before the time of the bid opening. The tag on the sample shall indicate the item number, the name of the company submitting the sample and the bid number.

b. BCPS will not be responsible for any samples not picked up within 30 days of the notification of bidders to do so. Samples may be retained by BCPS until bidders are notified to remove them. Bidders agree that BCPS will incur no liability for samples which are damaged, destroyed, or consumed in testing processes. Requested samples are to be delivered to the address given on the bid cover.

c. SPECIAL SAMPLES WITH CERTIFIED APPROVAL: Some successful bidders shall be required to furnish two (2) samples of each product awarded with an affidavit stating that the chemical composition of the sample submitted is identical with the composition tested prior to the bid and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product or products requested.

d. Catalogue cuts and descriptive data shall be attached to the original copy of the bid, where applicable.

e. Failure to submit the above information is sufficient grounds for rejection of the bid.

8. BIDDING PROCEDURE AND BID AWARDS

a. The bid specifications shall vary with each individual bid issued and the award shall be made in accordance with the specifications in Part II, which identify an individual line item, group bid or an aggregate basis.

b. Wherever BCPS indicates the unit of measure required for bidding purposes, BCPS shall not recalculate the bidder's price(s) if it is based on a different unit of measure than that indicated in the contract. All bids for the item(s) will be rejected if this requirement is not met. However, in the best interest of BCPS, the Manager, Office of Purchasing may have the option and latitude to recalculate the bids.

c. BCPS will not accept any proposals with bidder escalator clauses, unbalanced figures or irregular features.
d. While these specifications are intended to describe the principal features of the items bid, bidders are notified that the proposed items will be evaluated for compliance with detailed specifications, and also 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. All bids shall be evaluated on all factors involved, i.e., quality and service.

e. BCPS reserves the right to reject any or all proposals and re-advertise for other bids. Bids shall be awarded to the lowest responsive bidder with consideration of the quantities, delivery schedule, purpose of the goods/services, competency and responsibility of the bidder and the ability of the bidder to perform satisfactorily.

f. In the event of tie bids, where all other factors such as past performance on purchases/contracts or bidder's service or delivery record are considered comparable, the award(s) shall be made to one of the tie bidders in the following order of preference: the Baltimore County based Minority and/or Small Business vendor, the Baltimore County based vendor, the out-of-county but Maryland based Minority and/or Small Business vendor, the out of county but Maryland based vendor, the out-of-state based Minority and/or Small Business vendor and the out of state based vendor in that order of preference. In the event a tie bid still exists, the Coordinator of Purchasing or their designee shall conduct a coin toss for selection of the potential Award Bidder(s) or seek a geographical, proportional or divided award of contract whichever is in the best interest of the school system.

g. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids: failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of bidders.

h. The bidder shall refer to "Part II: Specifications" for details regarding the Term of Contract.

i. Upon evaluation of all responses, a recommendation for the award of contract will be presented to the Board of Education of Baltimore County for approval. Upon approval of the award of contract, the bidder(s) shall be notified either by mail, telephone, facsimile or purchase order of their award(s). When applicable, a BCPS contract document shall also be issued.

j. American Disabilities Act: The Office of Purchasing routinely opens all sealed bids in a public setting identified within the language of each specification. If a prospective bidder has special needs, the bidder shall contact the Office of Purchasing at least seventy-two (72) hours in advance of the published bid opening date and time to arrange for such services.

1. The Office of Purchasing is located at 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204, which is accessible to the disabled.
9. **ANNULMENTS AND RESERVATIONS**

a. BCPS reserves the right to reject bids for any and all of the items and/or to waive technical defects, if in its judgment, the interest of BCPS shall so require.

b. BCPS reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and also reserves the right not to order any items(s) within the specification.

c. BCPS 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 BCPS, 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 BCPS to damages for the breach of any covenant of the contract by the Award Bidder(s).

d. Should the Award Bidder(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 their control, including but not limited to Act of GOD, war, flood, governmental restrictions or the inability to obtain transportation, BCPS reserves the right to purchase the required articles in the open market, or to complete the required work at the expense of the Award Bidder(s).

e. Should the Award Bidder 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 their control, including but not limited to Act of GOD, war, flood, governmental action or the inability to obtain transportation, BCPS reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.

10. **APPEAL PROCESS**

a. The BCPS Office of Purchasing intends the appeal process to resolve contract disputes in a manner consistent with the effort to promote fair and open competition. Any bidder objecting to the recommendation for award or award of contract may appeal the action to the Office of Purchasing by formally notifying the designated Purchasing Agent no later than seven days after the basis for appeal is known. The bidder shall have an opportunity to meet with the Purchasing Agent to present the issues. A formal written response to the appeal shall be issued by the Purchasing Agent in a timely manner.

1. For an appeal of recommendation of award of contract, the decision of the Purchasing Agent shall be reviewed by the Manager, Office of Purchasing. The Manager, Office of Purchasing may approve, modify or disapprove the decision of the Purchasing Agent. In disapproving the decision, the appeal will be remanded to the Purchasing Agent for resolution. In all other cases, the decision of the Manager, Office of Purchasing is the final action by BCPS. The decision shall include a statement of the decision, with supporting material. Bidders receiving a
decision on an appeal of recommendation of award shall forfeit the right to continue the appeal process of the award of contract.

2. In the event a bidder determines cause to appeal an award of contract which has been approved by the Board of Education of Baltimore County, said action must be filed in writing to the Executive Director, Business Services. This action shall occur not later than seven days from the date of award of contract. The Executive Director, Business Services reserves the right to meet with the Bidder as part of the appeal investigation. A formal written decision will be issued by the Executive Director, Business Services in a timely manner.

b. Should the Bidder wish to pursue the appeal of award of contract further, administrative procedures have been established for such action, which will be outlined at the time of the event.

c. Appeal of Termination for Non-Appropriation of Funds of for loss of Appropriated Funds: NONE

d. Any costs incurred in the appeal process will be borne by the bidder(s) in all instances.

11. DELIVERY REQUIREMENTS

a. All materials, supplies and equipment for BCPS shall be delivered F.O.B. Destination. See Part 1, Specifications: "Section 6, Bid Prices", and "Section 14, Billing and Payment Discounts".

b. All school deliveries shall be made during the hours of 8:30 A.M. and 3:00 P.M. local time and only on regular school days, except where noted by Purchasing Office.

c. All warehouse deliveries shall be made during the hours of 8:00 A.M. to 3:00 P.M. on all regular scheduled school days, except where noted by Purchasing Office.

d. All deliveries shall be made inside school, warehouse and office buildings.

1. 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 "Part 11, Specifications" of each bid.

e. The Award Bidder(s) shall be held responsible for and shall be required to make good at their expense, any and all damage done or caused by their employees in the execution of the contract.

f. The Award Bidder(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.

PART I: GENERAL TERMS AND CONDITIONS FOR SUPPLIES AND SERVICES - Rev 06-19-13
Creating a Culture of Deliberate Excellence - An Affirmative Action Employer
g. PACKING:

1. All materials must be securely packed in accordance with accepted trade practices.

2. BCPS purchase order number must be plainly visible on the exterior of each container.

3. 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. Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.

12. INSPECTIONS

a. The Coordinator of Purchasing/Purchasing Agent reserves the right to have Inspectors on the premises of the manufacturer during the process of manufacture of any products being furnished under this contract for as long as may be considered necessary by BCPS. All expenses of the inspectors shall be borne by BCPS.

b. The presence of the inspectors at the site of manufacture of the products shall not relieve the vendors of responsibility for faulty workmanship of materials which 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 BCPS, every facility shall be afforded inspectors by the manufacturers for the prosecution of their work.

13. GUARANTEE AND WARRANTEES

a. The vendor shall unconditionally guarantee the materials and workmanship of all equipment, furniture and materials furnished by the vendor, its subcontractors or suppliers for a period of at least TWO (2) YEARS from the date of acceptance and/or substantial completion of the installation by BCPS. If the manufacturer warrants equipment for a period longer than two years the vendor shall pass through this time frame to BCPS. All warranty work shall be accomplished to the satisfaction of the owner within SEVENTY TWO (72) HOURS of notification of the work to be done.

1. Furniture and Equipment: If, within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of BCPS are due to faulty design and installation, workmanship or materials upon notification, the vendor, at their expense, shall repair or adjust the equipment or parts to correct the condition, or he shall replace the part or entire unit to the complete satisfaction of BCPS. These repairs and/or replacement shall be made at such times as will be designated by BCPS to avoid any interruption to the instructional programs.
2. **Office Equipment:** Physical service response time by Award Bidder for all service calls shall not be greater than four (4) working hours from when request is made by BCPS. "Service response time" shall be defined as the number of working hours it takes the on-site technician to begin actual work on the equipment from the time that the service request is made by BCPS. Loaner equipment shall be supplied; free of charge, during the warranty period if the office equipment cannot be repaired within three working days.

b. Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to Part II, Specifications for requirements on specific equipment.

c. The vendor must act as the manufacturer’s agent for all warranty claims.

d. In the event the vendor fails to repair, replace, adjust, rectify, remedy, correct or complete the items, defects, deterioration, faulty design or installation and/or unworkmanlike performance, then BCPS may have the right to secure the services of another vendor to correct the work or complete the performance required by the award of this bid. The vendor shall be solely responsible for any and all cost, expenses and monies due the new contractor plus ten percent (10%) for BCPS to reimburse the Board for the expenses of obtaining a new contractor.

14. **BILLING AND PAYMENT DISCOUNTS**

a. All invoices are to be submitted in duplicate and mailed in accordance with instructions as shown on purchase order (unless otherwise noted). A third copy (Delivery Ticket) shall be sent with the material to the appropriate location at the time of delivery.

Invoice Mailing Address:
Baltimore County Public Schools
Office of Accounting
8901 Charles Street, Building "E"
Towson, Maryland 21204

b. Invoices will be returned for correction unless they contain the following information: Item Numbers; Description of Item; Quantity; Unit Price extensions and total. Each invoice shall identify the BCPS Purchase Order Number, and the items shall be listed in the same order as on the Proposal and/or Purchase Order.

c. Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made.

d. Standard BCPS payment terms are net 30 days. Payments made directly by BCPS will be made within 30 days from invoice date or receipt of goods, whichever is later. Payments made by any other agency may not meet these terms.
e. BCPS will not pay freight bills. Delivery shall be F.O.B. to the destination(s) as noted on Purchase Order.

15. LAWS, REGULATIONS AND PERMITS

a. The bidder shall comply with all Federal, State, and local laws, ordinances and regulations pertaining to work under their charge, and shall, at their expense, procure any permits which may be required.

b. The bidder shall comply with the national safety standards as detailed in Section 17.

c. The bidder certifies that their firm adheres to or follows non-discriminatory practices with respect to the employment and promotion of personnel without regard to color, creed, race, sex, or national origin.

16. INSURANCE

a. In the event the vendor, as part of the award is responsible for installation and/or product demonstration, the vendor will be responsible for hiring personnel to perform such services at their own costs. Such personnel will be considered employees of the vendor and are under their control and direction. The vendor shall maintain Worker's Compensation in the statutory amount in accordance with the laws of the state in which the work of this contract is to be performed.

b. The vendor shall also maintain Employer's Liability Insurance with a limit of at least $100,000 for each occurrence to cover diseases and injuries excluded under the Worker's Compensation Act.

c. Prior to the commencement of any work, the vendor may be required to submit a certificate of insurance evidencing Worker's Compensation and Employer Liability Insurance in the amounts required above. This certificate will indicate the amounts of insurance carried by the vendor of the following types: Comprehensive General Liability Insurance, Comprehensive Automobile Insurance, Excess Liability Insurance, and any other insurance coverage maintained by the vendor. The Certificates of Insurance will state that such insurance is in force and cannot be canceled or released except upon thirty (30) days prior written notice to the Board of Education of Baltimore County.

1. The Certificate of Insurance must name the Board of Education of Baltimore County as an additional insured.

d. All required insurance coverage must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of A@ or better, and a financial size of AClass VII@ or better in the latest evaluation by A.M. Best Company. The Board hereby grants specific approval for the acquisition of workers compensation and employer's liability insurance from the Injured Worker's Insurance Fund of Maryland.

PART I: GENERAL TERMS AND CONDITIONS FOR SUPPLIES AND SERVICES - Rev 08-19-13
Creating a Culture of Deliberate Excellence - An Affirmative Action Employer
SAFETY REQUIREMENTS

a. The bidder/vendor shall provide all equipment and machinery furnished and delivered to BCPS complying with the Safety regulations as required by OSHA and the Maryland State Safety Health Act known as MOSHA.

b. The vendor shall sign the safety section if attached in the bid proposal certifying the regulations for the type equipment furnished shall meet all regulations applying to this type equipment meeting the CFR-1910 MOSHA Standard.

c. 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 County Public Schools
Office of Environmental Services
9610 Pulaski Park Drive
Baltimore, MD 21220

d. No materials shall contain asbestos or lead.

e. No new, replacement or restoration materials shall contain asbestos or asbestiform minerals in an amount greater than 0.0% as determined by polarized light microscopy (PLM) as prescribed in Federal Regulation 40 CFR 763.87. For ceiling tile and materials that are tightly bound (e.g. floor tile, roofing asphalt and felts, adhesive/mastic, caulk, glaze, etc.) and for which PLM analysis is not conclusive, transmission electron microscopy must be used for analysis. If no commercially available material meets this criterion, written authorization for use of the material shall be obtained from the BCPS Project Manager. All materials delivered to or used on BCPS property must be accompanied by a manufacturer's certification to be asbestos free, based upon criterion above. The Material Safety Data Sheet may not be used for this purpose.

SUB-CONTRACTORS

a. The Award Bidder(s) shall give their constant personal attention to the faithful execution of this contract, shall keep the same under their own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of Purchasing Manager. The Award Bidder(s) shall provide the name of the sub-contractor(s) he intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the bid specifications and/or Purchasing Agent/Manager. The information may be used in considering the potential performance capabilities of the sub-contractor(s).

b. The Award Bidder(s) shall not, without prior written consent of BCPS, assign any of the moneys payable under the contract.
19. **LIQUIDATED DAMAGES**

In the event the Award Bidder(s) fails to deliver the goods or services of the contract in accordance with the specifications, BCPS reserve the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of BCPS. All additional expenses incurred by BCPS as a result of such purchases will be deducted from the moneys owed or moneys which may become due.

20. **TERMINATIONS OF CONTRACT**

a. **Termination for Non-Appropriation of Funds:** BCPS may terminate this contract, in whole or in part due to insufficient funding with written notice to the vendor. BCPS 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 BCPS. 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 by vendor up to the date of termination.

c. **Termination for Convenience:** BCPS has the right to withdraw from the terms of the contract, without showing cause, by providing thirty (30) calendar days written notice to the vendor. BCPS shall pay all reasonable costs incurred by the vendor up to the date of termination. The vendor shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. The Award Bidder agrees that the Award Bidder does not have a right to termination for convenience.

d. **Each participating jurisdiction and/or local education agency (LEA)/public school district has the right to withdraw from the terms of the contract, without showing cause, by providing thirty (30) calendar days written notice to the vendor(s). The participating jurisdiction/LEA shall pay all reasonable costs incurred by the vendor(s) up to the date of termination. The vendor(s) shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.**

Language to support Termination for Convenience by the vendor(s) shall be so stipulated in the contract document between jurisdiction/LEA and the vendor(s). Such language, when included, shall take precedence over the language of this specification.

21. **GOVERNING LAW AND VENUE**

The bid shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such bid shall be filed in the appropriate State Court of competent jurisdiction located in Baltimore County, Maryland.
22. **WAIVER OF JURY TRIAL**

The Vendor and board hereby waive trial by jury in any action or proceeding to which the board and/or the Vendor are parties arising out of or in any way pertaining to this agreement. It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not parties to this agreement. This waiver is knowingly, willingly and voluntarily made by the board and the Vendor and the board and the Vendor hereby represent and warrant that no representations of fact or opinion have been made by an individual to induce this waiver of trial by jury or to in any way modify or nullify its effect. The board and the Vendor further represent and warrant that they have been represented or have had the opportunity to be represented, in the signing of this agreement and in the making of this waiver by legal counsel, selected of their own free will, and that they have had the opportunity to discuss this waiver with counsel.

23. **ADDENDA**

a. All changes to the bid specification will be made through the appropriate addenda issued from the Office of Purchasing.

b. Addenda will be available to all who are known by the Office of Purchasing to have received a complete set of Bid Documents.

c. Copies of Addenda will be made available for inspection wherever Bid Documents are on file.

d. All changes to the bid documents will be made through the appropriate addenda. Any and all such interpretations and any supplemental instructions will be available to all bidders listed on the BCPS vendor listing. Addenda will be issued a minimum of five (5) business days prior to the date fixed for the opening of bids, excluding date of bid opening, unless the addendum issued extends the due date of the bid.

e. Each Bidder shall ascertain prior to submitting a Bid that they have received all Addenda issued and the Bidder shall acknowledge their receipt on the Addenda Affidavit Form. The Addenda Affidavit Form shall be completed and returned with the bid proposal response. Failure to return the Addenda Affidavit Form may be reason for rejection of the bid. Failure of any bidder to receive any addenda or interpretation shall not relieve that bidder from any obligations under this bid and as amended by all addenda. All addenda so issued shall become a part of the award and contract documents.

24. **INDEMNIFICATION**

The Award Bidder(s) will, at its sole cost and expense, indemnify and hold the Board, its agents, employees, attorneys and representatives harmless from all claims, liens or demands that result in losses, liabilities, defense costs and expenses (including, but not limited to attorney’s fees) under the terms of this contract.
25. **LIMITED LIABILITY**

The Board of Education of Baltimore County is subject to the provisions of Md. Code Ann., Educ. '4-105 and Md. Code Ann., Cts. & Jud. Proc. '5-518 limiting liability to $100,000.00. Pursuant to the provisions of the aforementioned statutes, the Board of Education of Baltimore County is a member of the Maryland Association of Boards of Education Group Insurance Pool for comprehensive liability coverage to $100,000.00.

26. **CONFLICT OF INTEREST, LOBBYING, AND ETHICS REVIEW PANEL**

a. In accordance with 15-811 through 15-815 of the State Government Article of the Annotated Code of Maryland, the Board of Education of Baltimore County has promulgated Ethics Policies, which cover conflict of interest, financial disclosure and lobbying. All bidders are expected to comply with any and all Board Ethics Policies that may apply to them individually or as a business entity.

b. All bidders should review carefully the conflict of interest policies. Specific attention should be accorded to the Board Ethics Policies (Board Policy 8363) prohibiting Baltimore County Public Schools employees from benefiting from business with the school system.

c. All bidders are placed on notice that all questions/interpretations concerning the Board Ethics Policies may be submitted to the Ethics Review Panel in accordance with Board Policy 8366.

27. **MULTI-AGENCY PARTICIPATION**

27.1 BCPS 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.

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

28.1 PRE-BID: If Baltimore County Schools are closed (either the "schools" and/or "offices") on the day a pre-bid is scheduled, "THE PRE-BID IS CANCELLED" and will not be rescheduled unless an addendum is issued. Bidders are advised that they are to email or FAX questions to the purchasing agent by the date and time required within this solicitation.

28.2 BID OPENING: If Baltimore County Schools "offices" are closed on the day a bid is "DUE", or prior to the due time, that bid will be due at the same time the next day that the Baltimore County Schools "offices" are open. The bid opening shall not be impacted if Baltimore County Schools "schools" are closed.

28.3 If Baltimore County Schools (either the "schools" and/or "offices") open late, due to inclement weather, the Bid Due Date and Time of Opening will be conducted AS SCHEDULED. If Baltimore County Schools "offices" close early, due to inclement weather, the Bid Due Date and Time of Opening will be conducted at the same time the next day that the Baltimore County Schools "offices" are open. If Baltimore County Schools "schools" close early, due to inclement weather, the Bid Due Date and Time of Opening will be conducted AS SCHEDULED.

29. ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor to fulfill contracts solicited by BCPS is in violation of the law and is strictly prohibited. Contractors and subcontractors must verify employment eligibility of workers in order to assure that they are not violating Federal/State/Local laws regarding illegal immigration. A compliance audit may be conducted.

30. FOREIGN LANGUAGE TRANSLATOR REQUIREMENT

30.1 BCPS requires an Award Bidder that has an employee on site that does not speak English to have on site, full time, an interpreter that is fluent in speaking and understanding that employee's native language.

30.2 Failure of an Award Bidder to have on site, full time, an interpreter that is fluent in speaking and understanding an employee's native language for those employees that do not speak English is reason for immediate termination of the contract for cause.

31. EMPLOYMENT OF CHILD SEX OFFENDERS

Maryland Law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722(c) of the Criminal Procedure Article of the Annotated code of Maryland states, "A person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not
exceeding $5,000 or both.” If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Award Bidder, the Award Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any BCPS property, including the project property. Violation of this provision may result in Termination for Cause.

32. **FORCE MAJEURE**

Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. BCPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. BCPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against BCPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure as defined herein.

33. **ASSIGNMENT**

The Award Bidder shall not assign or transfer the Award Bidder's interest or obligation under this Agreement to any third party, without the prior written consent of the Board. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer, elected official of the Board, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.

34. **DRUG, TOBACCO, AND ALCOHOL**

34.1 All Baltimore County Board of Education and BCPS properties are "drug, tobacco, and alcohol free zones" as designated by federal, state and local laws and by Board of Education policy. Neither the Contractor nor any of the Contractor's employees, subcontractors or agents will be permitted to have any illegal drugs; tobacco products; or alcohol products while performing their duties under this Contract and while working on Board of Education and BCPS property. Use or possession of illegal drugs, tobacco products, or alcohol products on school property will result in immediate removal of the offending individual(s). BCPS reserves the right to issue, at a minimum, a verbal directive to the offending individual(s) to comply with this prohibition and to cease use. The Contractor will be notified in writing of any violation(s).

34.2 Any subsequent offense by any individual or individuals may result in a permanent ban from the project for the offender(s), with appropriate formal notice to the Contractor. BCPS reserves the right to document any offenses in the Contractor's file maintained by the Office of Purchasing. BCPS further reserves
the right to address any substance use infraction by any means it deems necessary, up to and including termination of the Contract. In the event that a Contract is terminated as a result of a substance abuse infraction, BCPS will provide an "unsatisfactory" reference when references are requested.

END OF PART I: GENERAL TERMS AND CONDITIONS
TABLE OF CONTENTS

Part II: Specifications--General Requirements

<table>
<thead>
<tr>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0 General Scope &amp; Services</td>
</tr>
<tr>
<td>2.0 Qualification of Bidder</td>
</tr>
<tr>
<td>3.0 Award Bidder Employees</td>
</tr>
<tr>
<td>4.0 Inspection of Site</td>
</tr>
<tr>
<td>5.0 Bonding and Certificate of Insurance</td>
</tr>
<tr>
<td>6.0 Small Business and/or Certified Minority Business Enterprises</td>
</tr>
<tr>
<td>7.0 Bid Submission</td>
</tr>
<tr>
<td>8.0 Bidder Registration</td>
</tr>
<tr>
<td>9.0 Inquiries</td>
</tr>
<tr>
<td>10.0 Addenda and/or Explanation of Bid Documents</td>
</tr>
<tr>
<td>11.0 Bid Opening</td>
</tr>
<tr>
<td>12.0 Award of Contract</td>
</tr>
<tr>
<td>13.0 Term of Contract</td>
</tr>
<tr>
<td>14.0 Assignment of Work</td>
</tr>
<tr>
<td>15.0 Hourly Rates</td>
</tr>
<tr>
<td>16.0 'Percentage Off List' Pricing</td>
</tr>
<tr>
<td>17.0 Delivery</td>
</tr>
<tr>
<td>18.0 Substitutions</td>
</tr>
<tr>
<td>19.0 Equipment</td>
</tr>
<tr>
<td>20.0 Response Time</td>
</tr>
<tr>
<td>21.0 Warranty</td>
</tr>
<tr>
<td>22.0 Hazardous Material Information</td>
</tr>
<tr>
<td>23.0 Occupancy Requirements</td>
</tr>
<tr>
<td>24.0 Professionalism</td>
</tr>
<tr>
<td>25.0 Subcontractors</td>
</tr>
<tr>
<td>26.0 Interruption of Service</td>
</tr>
<tr>
<td>27.0 Permits</td>
</tr>
<tr>
<td>28.0 Applicable Standards and Guidelines</td>
</tr>
<tr>
<td>29.0 Invoicing and Payment</td>
</tr>
</tbody>
</table>
Part II: Specifications--General Requirements

(If there is a discrepancy between specifications of Part I: General Terms and Conditions and Part II:
Specifications--General Requirements: Part II specifications shall prevail)

1.0 General Scope & Services

1.1 This solicitation and the specifications that follow are being offered to qualify and select a firm(s) to provide a functionally complete and cost-effective 1:1 student and teacher device as well as administration and staff desktop lease refresh program (approximately 200 locations) for Baltimore County Public Schools (BCPS). In addition, it is anticipated that this contract will also provide devices and units as needed through a traditional purchase process. The Award Bidder(s) shall provide for services in accordance with industry standards and/or manufacturer recommendations. The requirements outlined herein are intended as an aid to acquaint Bidders with what could be required to execute the work on this contract. These specifications will serve as the source document for services for the term of the contract.

1.2 This is an Indefinite Delivery / Indefinite Quantities (ID/IQ) contract. The services and/or materials intended for purchase are based upon future needs of the system, and are pending allocation of funds and approval of award by the Board of Education of Baltimore County. BCPS reserves the right to authorize/order services and/or materials as may be required during the contract period and, also, reserves the right to not authorize/order any services and/or materials. BCPS does not guarantee that any dollar amount will be met or exceeded, nor can BCPS guarantee any minimum dollar amount to any Award Bidder(s).

1.3 All proposals shall be submitted on the proposal forms provided by BCPS. All blank spaces shall be filled in, in ink and properly signed.

1.4 BCPS may withdraw this solicitation at any time prior to the actual opening of the bids.

1.5 The Bidders agree to hold their prices, under the same terms and conditions, for a period of one-hundred fifty (150) calendar days from the date of the bid opening.

1.6 At the time of the opening of bids, each Bidder will be presumed to have read and to be thoroughly familiar with the specifications and related documents (including all Addenda). The failure or omission of any Bidder to receive or examine any form, instrument, or document, shall in no way relieve any Bidder from any obligation in respect of his bid. It is the Bidder's responsibility to verify that they have received all addenda that have been issued prior to submission of their proposal.

1.7 Any omissions, errors, conflicts, or discrepancies in this document shall be called to the attention of the BCPS Purchasing Agent and/or the Office of Purchasing immediately.

1.8 Conditional proposals/bids will not be accepted. BCPS contractual terms and conditions shall govern.
1.9 Bidders providing incomplete and/or inaccurate information to BCPS are subject to immediate termination of contract and/or rejection of their proposal/bid as non-responsive.

1.10 Bidders are solely responsible for their expenses, if any, in preparing a response to this solicitation.

1.11 All services and equipment shall be approved by BCPS Department of Information Technology. BCPS reserves the right of final approval for any work or services at any time during the contract. If the services or equipment are not acceptable, the Award Bidder will be called in to review and correct all problem areas without additional cost to BCPS. Any work necessary will be performed in accordance with a schedule jointly agreed upon. Failure of the Award Bidder to correct deficiencies, in a timely manner, may result in BCPS contracting with another vendor to correct deficiencies. The Award Bidder may then be pecuniarily responsible for the associated cost(s).

1.12 BCPS reserves the right to provide any materials and/or equipment for related installation or repairs.

2.0 Qualification of Bidder

2.1 All Bidders submitting a proposal shall include evidence that they maintain a permanent place of business and shall be certified to do business in Maryland. BCPS prefers that participating bidders have been in business for at least three (3) years providing similar services and equipment. Bidders who cannot demonstrate to the satisfaction of BCPS that they have had similar experiences will not be considered.

.1 Bidders must provide a single point of contact for all work and equipment delivered under this contract. Preference will be given to Bidders partnering with a manufacturer to respond to this RFP who are able to show that they are a certified partner with an ongoing relationship having a history of providing a minimum of two similar size and scope contracts within the past five (5) years.

2.2 BCPS may conduct any necessary investigation to determine the ability of the bidder to perform the work, and the bidder shall furnish to BCPS all such information and data/documentation requested. BCPS reserves the right to reject any proposal if the evidence submitted by the bidder or investigation of such bidder fails to satisfy BCPS that such bidder is properly qualified to carry out the obligations of the contract and to complete all requirements contemplated therein. The evaluation team will consider materials provided in the proposal, information obtained through interviews/presentations (if any), and internal Departmental Information of previous contract history with the Bidder (if any)

2.3 In determining the qualifications of a bidder, BCPS will consider the bidder’s record and performance on any prior contracts with BCPS, Federal Departments or agencies, or with other public bodies. BCPS reserves the right to reject the proposal of any bidder if the investigation discloses that this bid, in the opinion of
BCPS, has not properly performed such contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded their obligations to subcontractors, material suppliers or employees.

2.4 Bidders shall complete and return with their proposal the "REFERENCE FORM" included in this solicitation. Preference will be given to bidders shall have successfully completed at least three (3) projects/contracts of similar size and scope within the past five (5) years.

2.5 All bidders should provide a customer support center solution with availability twenty-four (24) hours a day, seven (7) days a week, three hundred sixty five (365) days per year to facilitate the resolution of service issues for engineers, teachers, and students. The dispatch / customer support center shall be accessed via a toll free telephone number and shall be staffed by live operators (no recorded messages).

3.0 Award Bidder Employees

3.1 Award Bidder(s) shall demonstrate to the satisfaction of BCPS that employees who will be used on any BCPS project are properly trained as manufacturer certified technicians and experienced in the services outlined herein.

3.2 The Award Bidder(s) has the right to remove individuals from the "Certified Technician Form" throughout the term of contract by notifying BCPS in writing.

3.3 The Award Bidder has the right to add individuals to the "Certified Technician Form" throughout the term of contract. However, BCPS reserves the right to review these employees work record to determine if these individuals are properly trained and experienced. Individuals that are not properly trained and experienced shall not be utilized. For all new employees, the Award Bidder shall:

.1 Submit employee name and last two years work history to BCPS for review. Work history must include previous employers contact information.

.2 Provide a copy of ALL related certifications and licenses for each employee.

.3 BCPS must be notified of Award Bidder(s) intent to replace worker within one (1) business day of original workers departure. Award Bidder shall provide proof of required certifications for the new worker within ten (10) business days of assignment to BCPS contract or prior to first day on site.

3.3 Utilizing any employee not previously approved by BCPS is reason for immediate termination of the contract for cause.

3.4 Award Bidder(s) shall demonstrate to the satisfaction of BCPS that employees who will be used on any BCPS project are properly trained and experienced in the services outlined herein.

Creating a Culture of Deliberate Excellence
An Affirmative Action Employer
3.5 Bidders should be aware that BCPS currently uses the Raptor system as the security system for all schools and offices.

4.0 Inspection of Site – Not Used

5.0 Bonding and Certificates of Insurance

5.1 A Bid Bond is NOT required for this solicitation.

5.2 PERFORMANCE AND PAYMENT BONDS are NOT required for this solicitation.

5.3 CERTIFICATES OF INSURANCE

.1 In addition to the insurance requirements identified in Part I, Section 16.0, bidder should also provide a minimum of:

Technology Errors & Omissions – $1,000,000 per occurrence, aggregate

.2 Certificates of insurance will be provided by Award Bidder(s) only. Certificates shall be made out in the name of the "Board of Education of Baltimore County". The notification of any change in status of the insurance shall be provided to the Contracting Assistant, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.

.1 Send or have delivered all certificates of insurance, to the attention of:

Baltimore County Public Schools
Patricia Onheiser, Purchasing/Contracting Assistant
6901 Charles Street, Building "E", 1st Floor
Towson, Maryland 21204

.2 The Insurance Certificate must name the "Board of Education of Baltimore County" as the "additional insured".

.3 The Certificates of Insurance cancellation notice shall read:

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company shall mail thirty (30) days in advance of the cancellation date notice to the certificate holder."

NOTE: ALL other wording shall be deleted.

.3 Cost of Insurance shall be included in the bid amount.

.4 If Award Bidder fails to execute and deliver the signed Contract and Certificates of Insurance within ten (10) business days from receipt of the Contract, BCPS reserves the right to rescind award.
6.0 **Small Business and/or Certified Minority Business Enterprises**

6.1 It is the intent of BCPS to achieve a minimum of fourteen percent (14%) of the total dollar value of the contracts resulting from this solicitation to be made to Small Business and/or certified Minority Business Enterprises either directly or indirectly.

.1 Definitions:

.1 Minority Business: Any legal entity, other than a joint venture, organized to engage in commercial transactions and which is (1) at least 51% owned and/or controlled by one or more minority interest persons, or (2) a non-profit entity organized to promote the interests of the physically or mentally disabled. Minority Groups identified are:

- African Americans
- Asians
- Hispanics
- American Indians
- Women
- Physically or Mentally Disabled Individuals

.2 Certified MBE: A minority business that holds a certification issued by the Maryland State Department of Transportation (MDOT) or other recognized municipalities or minority associations.

.3 Small Business: A business with fewer than fifty (50) employees which generates an annual revenue less than $10 million dollars. BCPS reserves the right to request tax documents to support such a claim.

6.2 Each bid submitted including a submittal from a certified minority business enterprise, in response to this solicitation shall be accompanied by a completed Small and Minority Business Enterprise Utilization Affidavit.

6.3 The following documentation shall be considered as part of the contract, and shall be furnished with your proposal/bid:

.1 Small and Minority Business Enterprise and Prime Contractors Statement of Intent: A separate form completed and signed by the prime contractor and each SBE/MBE firm.

.2 A Request for Waiver (if necessary) with supporting documentation, which represents a good faith effort by the bidder to obtain the SBE/MBE participation goal but was unable to be obtained, or was unable to be obtained at a reasonable price, and that the public interest is served by a waiver. If the bidder is unable to achieve the contract goal of 14 percent for SBE/MBE participation, they may submit a written request for a waiver by completing the Request for which shall include the following:
A detailed statement of the efforts made by the bidder to identify and select portions of the work proposed to be performed by subcontractors in order to increase the likelihood of achieving the stated goal;

A detailed statement of the efforts made by the bidder at least 10 days before the bid opening to solicit small and minority business enterprises through written notices that describe the categories of work for which subcontracting is being solicited, the type of work to be performed, and specific instructions on how to submit a bid;

A detailed statement of the bidder's efforts to make personal contact with SBE/MBE firms identified for item (2) above;

A record of the name, address, telephone number, and dates contacted for each SBE/MBE identified under items (2) and (3) above;

A description of the information provided to SBE/MBEs regarding the plans, specifications, and the anticipated time schedule for portions of the work to be performed;

Information on activities to assist SBE/MBE's to fulfill bonding requirements, or to obtain a waiver of these requirements;

Information on activities to publicize contracting opportunities to small and minority business enterprises, attendance at pre-bid meetings, or other meetings scheduled by the MBE Liaison or designated representative;

As to each SBE/MBE that placed a subcontract quotation which the bidder considers not to be acceptable, a detailed statement of reasons for this conclusion; and

A list of small and certified minority subcontractors found to be unavailable. This shall be accompanied by a Small and Minority Subcontractor Unavailability Certificate signed by the small and/or minority business enterprise or from the bidder indicating that the small and/or minority business did not provide the written certification.

The MBE Liaison will review and accept or reject the SBE/MBE material that is submitted, and may obtain legal advice or assistance from its attorney.

The MBE Liaison may assist the apparent low bidder in identifying certified minority businesses that could participate in the contract.

Small Business and/or certified Minority Business Enterprise policies, procedures and/or requirements, as stated above, pertain to projects that are BOARD/COUNTY funded. In some instances, projects may be partially funded.
by the STATE. When a specific project is partially funded by the STATE, the Award Bidder shall attempt to achieve the result that a minimum of 25 percent of the total project value is made directly or indirectly from certified minority business enterprises, with a minimum of 7 percent from certified African American-owned businesses, a minimum of 4 percent from certified Asian American-owned businesses, and the balance from all certified minority business enterprises. All general contractors and subcontractors including certified MBE firms, when bidding as general or prime contractors, are required to attempt to achieve the MBE subcontracting goals from certified MBE firms approved by the Maryland Department of Transportation (MDOT). Reference: MINORITY BUSINESS ENTERPRISE PROCEDURES FOR STATE FUNDED PUBLIC SCHOOL CONSTRUCTION PROJECTS as attached to this solicitation.

7.0 **Bid Submission**

7.1 Return of bids to: BALTIMORE COUNTY PUBLIC SCHOOLS OFFICE OF PURCHASING MWE-807-14 Attn: Melanie L. Webster CPPB 6901 Charles Street, Building "E", 1st Floor Towson, Maryland 21204

1. Bids must have the Bid Due Date and Time, bidder's name, and the above address on the OUTSIDE of the return envelope. Plainly print the words "SEALED BID" on the outside of the envelope to avoid premature opening of the bid.

2. All bids must be delivered to the above address by the specified due date and time. Bids returned to any other address will not be considered.

7.2 Proposals shall include all of the following, as outlined within "SECTION 00400-FORM OF PROPOSAL":

1. Section 00400-1: Cover Page.

2. Section 00400-2: "Price Proposal - Instructions"


4. Section 00400-4-6: Resumes of Key Staff. Complete and return.

5. Section 00400-7: "Price Proposal Pages". Complete, sign and return with bid.


7. Section 00400-9: "References". Complete, sign and return with bid.

8. Section 00400-10: "Addenda". Bidders are reminded that the "Addenda" page should be completed and returned whether or not an actual
addenda page was issued for this bid. Complete, sign and return with bid.

.9 Section 00400-11: "Proposal Sheet". Complete, sign and return with bid.

.10 Section 00400-12: "State of Maryland Anti-Bribery Affidavit" & "State of Maryland Tax Certification" (on same page). Complete, sign and return with bid.


.12 Section 00400-14: "Board of Directors Diversity Affidavit". Complete, sign and return with bid.

.13 Section 00400-15: "Small Business Enterprise Affidavit". Complete, sign and return with bid.

.14 Section 00400-16: "Small and Minority Business Enterprise Utilization Affidavit". Complete, sign, notarize and return with bid.

.15 Section 00400-17: "SBE/MBE Statement of Intent". Complete, sign and return with bid.

.16 Section 00400-18: "SBE/MBE Request For Waiver". Complete, sign, notarize and return with bid.

.17 Section 00400-19: "SBE/MBE Minority Subcontractor Unavailability Certificate". Complete, sign and return with bid.

.18 Section 00400-20: "No Bid Page". This page should only be returned if not participating in the bid.

.19 All other information and/or forms and/or affidavits specified in Specifications Part II, Technical Specifications, and/or Addenda issued.

7.3 All proposals shall be "original". No proposal copies or duplication shall be provided to BCPS at time of bid. Submit one complete original proposal only.

7.4 Proposals received after the published due date/due time will be rejected as non-responsive.

7.5 Proposals submitted improperly and/or incomplete may be deemed as non-responsive.

7.6 All pricing information shall be enclosed in a separate sealed envelope.

8.0 Document Ownership

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In the event of contract award, all documentation produced as part of the contract will become the exclusive property of BCPS and may not be removed, transferred to another location or to another record-media, or destroyed by an employee of the bidder without the written permission of BCPS. All proposals received from bidders in response to this solicitation will become the property of BCPS and will not be returned to the bidders. Selection or rejection of the proposal will not affect this right.

9.0 Access To Public Records Act Notice

Bidders should give specific attention to the identification of those portions of their proposals that they consider confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the Board of Education under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, of the Annotated Code of Maryland.

10.0 Bidder Registration

10.1 Bidders are invited to register on the BCPS "Vendor Self-Service" (VSS). Award Bidder(s) are required to register. Please follow the registration instructions below:

.1 Type the following into your browser:
http://www.bcps.org/offices/purchasing/

.2 Click the link: "Visit our Vendor Self Service Center"

.3 Select "Creating A New Account" for detailed instructions. Print these instructions for reference, and then return to the VSS welcome page.

.4 Click onto "Register" from the VSS welcome page and follow the instructions you printed.

.5 Complete the application. Record your UserID and Password for future use.

10.2 Entering your corporate information into the VSS website is the first step in doing business with BCPS. If you have already done business with BCPS in the past, much of your information may already be present. You may only have to confirm or update the existing information.

10.3 BCPS has a bidder’s Hotline in place that is updated weekly to inform interested parties of bids that have been issued. For information regarding bids, please call 410-887-7819 OR: visit website: http://www.bcps.org/offices/purchasing/ Click onto "Bld Board"; Click onto "Invitation to Bid".

11.0 Inquiries

11.1 No interpretation of the meaning of the plans, specifications, or other contract documents will be made to any bidder orally. To be given consideration, inquiries must be received at least seven (7) business days prior to the date fixed for the opening of bids, so that they may be responded to in a timely fashion.

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11.2 Any inquiries regarding the "SPECIFICATIONS" and/or the "SOLICITATION DOCUMENT" shall be IN WRITING and directed to Melanie L. Webster CPPB at e-mail: mwebster@bcps.org (receipt verified by calling phone: 410-887-4334).

11.3 Any inquiries regarding the "MBE and/or SBE PARTICIPATION" in this bid shall be directed to Melanie Webster at e-mail: mwebster@bcps.org or fax: 410-887-7831 (receipt verified by calling: 410-887-4334).

12.0 Addenda and/or Explanation of Bid Documents

12.1 All changes to the bid specifications will be made through the appropriate addenda. Any and all such interpretations and any supplemental instructions will be available to all bidders who are issued a copy of the bid. Addenda will be issued at least five (5) business days prior to the date fixed for the opening of bids, unless the addendum issued extends the due date of the bid.

12.2 It is the bidders' responsibility to verify receipt of all addenda. Failure of any bidder to receive any addenda or interpretation shall not relieve that bidder from any obligations under this bid and as amended by all addenda. All addenda so issued shall become a part of the award and contract documents.

13.0 Bid Opening

13.1 At the bid opening the bidders' names only will be read. The evaluation process will take several weeks to complete. Upon request, participating bidders shall be provided a debriefing based on their proposal following board approval of the final contract. (This process will take several months or longer depending upon the number of bidders).

13.2 Complete evaluation of the bids will not take place at the opening and no indication of award will be made at the opening. The recommended award(s) will be available in the Office of Purchasing after the completed evaluation.

13.3 Bids will not be available for review by bidders at the bid opening. BCPS reserves the right to review all materials and present a recommendation to the Board of Education prior to bids being available for review. Bid documents will only be available for review after approval of the contract by the Board. Bidders may call the Office of Purchasing to set up a date and time for reviewing bid documents.

14.0 Discussions With Responsible Bidders

14.1 Following the evaluation committee's review of initial bidders' proposals, it may call for discussions with responsible bidders whose proposals it determines are reasonably being considered for award. The evaluation committee may further define and clarify the needs of this solicitation during the initial evaluation.

14.2 The purpose of such discussions shall include, but not be limited to:

.1 Determine in greater detail the bidder's qualifications.

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.2 Explore with the bidder the scope and nature of the project, the bidder's proposed method of performance and the possibility of alternate methods.

.3 Determine that the bidder will make available the necessary personnel and facilities to perform within the requirements of this solicitation.

.4 Agree upon fair and reasonable compensation, considering the estimated value of the services and the scope and complexity of this solicitation. BCPS shall reserve the right to request discussions with bidders for the purpose of requesting a best and final offer.

14.3 In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing bidders. Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Revisions may be permitted following submission of initial proposals and prior to award of contract.

14.4 Following the initial proposal review and discussions (if any), the evaluation committee will either recommend an award of contract or call for a best and final offer from those bidders it deems capable of meeting the scope and needs of this solicitation.

15.0 Award of Contract

15.1 Award will be made to the responsive and responsible bidder offering the most favorable proposal response. Failure to provide an adequate proposal response shall result in bidder's proposal being non-responsive and not eligible for award.

15.2 The following criteria will be used for the evaluation:

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<thead>
<tr>
<th>EVALUATION CRITERIA</th>
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<tr>
<td>1. Functional Requirements</td>
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<td>• Extent to which the proposed hardware and software meet the RFP's functional requirements</td>
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<tr>
<td>• Compliance with the RFP's technical requirements</td>
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<td>• Extent of modifications required to meet requirements</td>
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<td>2. Implementation Services</td>
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<tr>
<td>• Project Approach</td>
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<td>• Project Plan and Schedule</td>
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<td>• Project Management</td>
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<td>• Project Team</td>
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<td>• Integration</td>
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<td>• Training</td>
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<td>• System Acceptance</td>
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<tr>
<td>• Current Workload and ability to complete required work within BCPS schedule</td>
</tr>
<tr>
<td>• Inventory control</td>
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<tr>
<td>3. Experience and Qualifications of Firm</td>
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<tr>
<td>• Installations (number and size) in K-12 environment</td>
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</table>
15.3 BCPS reserves the right to award to the bidder providing best-in-class, overall value to BCPS. While pricing will be given consideration in evaluation of all proposals meeting specifications, successful bidder(s) must be able to document their ability to service an account of this size and, also, be able to guarantee completion of work on time.

15.4 Time is of the essence. Submission of a proposal/bid, in response to this solicitation, shall mean that the Bidder can complete all work "as specified" within the specified time frame.

15.5 BCPS does not guarantee that there will be an award based upon this solicitation. BCPS reserves the right to reject all bids and to re-bid this project at its discretion.

15.6 BCPS reserves the right to add award bidder(s) to this contract if the initial award bidders cannot fulfill all of the requirements.

16.0 Term of Contract

16.1 The term of the contract shall commence from the day of signing of the contract after the Board of Education of Baltimore County’s approval, and all terms and conditions shall remain in effect through June 30, 2024.

16.2 BCPS reserves the right to terminate the contract for convenience at any time by providing the Award Bidder thirty (30) days prior written notice. The Award Bidder does not have a right to termination for convenience.

16.3 On an annual basis, BCPS and the Award Bidder(s) shall meet and confer regarding performance to the contract.

16.4 BCPS reserves the option to extend this contract for two additional five (5) year periods upon mutual agreement and under the same terms, conditions, and pricing.

16.5 BCPS will entertain requests for CPI based increases in costs at the conclusion of the initial term of the contract. No increases will be reviewed or granted prior to this time. Any agreed upon increase for the extended term(s) will hold through the balance of the extended term(s) of the contract.

17.0 Assignment of Work – Not Used
18.0 Hourly Rates – Used only for repair on purchased units and intentionally damaged leased units

18.1 Regular Hourly Labor Rate for repair services. In effect from 7:00 A.M. until 5:00 P.M. EST Monday through and including Friday. The rate is for one (1) certified technician, on-site or off-site working. Inclusive of all overhead, including but not limited to: driving time to and from the job site, materials, proper disposal, paperwork, salary of employees, and profit. The hourly rate must include overseeing and providing the work. Award Bidder shall respond as specified and required by BCPS when the request for service is placed.

18.2 "Overtime Rate" is 1.5 times the Regular Hourly Labor Rate. Overtime will be paid for hours other than those specified in the Regular Hourly Labor Rate. BCPS will not pay any overtime rates unless prior written authorization is received by Award Bidder(s).

18.3 "Holiday hours" and/or "Double Time Rate" are those hours worked on the following days: Christmas Day, New Years Day, Memorial Day, Labor Day, July 4th, and Thanksgiving Day. Holiday hours will be paid at the rate of two (2) times the Regular Hourly Labor Rate.

18.4 "Working Hours": are those hours the employees are actually on site working, excluding lunch time and/or breaks.

18.5 All hourly labor rates include the cost of consumable materials utilized by Award Bidder to facilitate install and/or for repair services. BCPS shall not reimburse for any additional materials unless agreed to by BCPS in advance of the work.

18.6 BCPS shall not reimburse for travel expenses, or vehicle mileage, nor shall BCPS reimburse for travel time to obtain parts.

18.7 BCPS shall not reimburse for cell phone usage.

18.8 Award Bidder(s) shall be granted the option to request an adjustment to Hourly Labor Rates on each contract anniversary date. All adjustment requests affecting hourly labor rates must be made in writing to the Office of Purchasing and in accord with the conditions outlined herein.

.1 Award Bidder(s) will have thirty (30) days from the contract anniversary date to submit a request for a Consumer Price Index (CPI) adjustment which may be applied to "Hourly Rate". For calculating the CPI adjustment, the Office of Purchasing shall follow the instructions below:

.1 Access the U.S. Bureau of Labor Statistics website at the following internet address: http://www.bls.gov/cpi/home.htm

.2 Under the section "CPI Databases" click the "TOP PICKS" icon next to "All Urban Consumers (Current Series) (Consumer Price Index - CPI)".

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.3 Select from list "U.S. All items, 1982-84=100 - CUUR0000SA0". Select "Retrieve data".

.4 Select "More Formatting Options". Select "12 Months Percent Change". Click "Retrieve Data".

.5 Use the chart: 12 Months Percent Change, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 (Note: The file can be downloaded into an excel worksheet.)

.6 Adjustments shall be based on the average of the 12 months percentage change published by the U.S. Bureau of Labor Statistics at the time of request. For example, an adjustment request is submitted by Award Bidder to BCPS on December 10, 2011. The contract anniversary date is January 1. The U.S. Bureau of Labor Statistics has published data up to October 2011. Price adjustment would be based on the average from November 2010 to October 2011. This calculation shall include monthly U.S. Bureau of Labor Statistics data labeled as "Preliminary".

.2 The CPI adjustment is NOT automatic. BCPS reserves the right to accept or reject the adjustment request within sixty (60) days of receipt of the request.

.1 If the request is rejected, the contract for that item shall be terminated thirty (30) days from the date of BCPS rejection letter.

.2 If adjustment request is rejected, BCPS reserves the right to purchase services and/or goods from the next most favorable responsive and responsible bidder, as the requested adjustment may change the award position. If the next most favorable responsive and responsible bidder(s) does not have service available within the requested timeframe, BCPS reserves the right to purchase from any source.

.3 Award Bidder whose price adjustment has been rejected by BCPS shall be granted the right of first refusal, and shall be given an opportunity to match the item pricing of next most favorably ranked responsive and responsible bidder within ten (10) days of receipt of BCPS rejection notification.

.3 BCPS reserves the right to decrease rate, if such downward adjustment is reflected within CPI data.

19.0 'Percentage Off List' Pricing (purchase only)

19.1 All delivery/freight charges, packaging (including pallet), insurance, expenses, and/or overhead shall be included within unit pricing requested by BCPS. When parts/equipment is ordered by BCPS from Award Bidder(s), standard delivery charges shall be included by Award Bidder(s) within line item pricing. BCPS may
Solicitation Number: MWE-807-14

pay separate line item shipping charges only when order has been requested by BCPS to be expedited. Expedited delivery charges must be authorized by BCPS.

19.2 Manufacturer 'percentage off list' pricing provided by Bidders shall be for any quantity. No minimum quantity orders and/or shipments are guaranteed.

19.3 Manufacturer 'percentage off list' pricing submitted by bidders shall be non-direct, Governmental sales, where bidder is responsible for shipping and invoicing.

19.4 BCPS reserves the right to accept additional discount pricing if offered by the Award Bidders for bulk purchases, promotional pricing, and/or downward adjustments to percentage off list pricing offered by manufacturer to Award Bidder(s).

19.5 All bidders shall accept VISA as a method of payment. Orders may be placed using eSchoolMall (ESM Solutions) directly.

19.6 BCPS may require Award Bidder(s) to provide documentation from manufacturer that authenticates actual manufacturer LIST PRICE.

19.7 Award Bidder(s) shall be granted the option to request an adjustment to each manufacturer 'percentage off list' pricing once per calendar year. If manufacturer represented by Award Bidder(s) issues a mid-year or force majeure 'percentage off list' adjustment, BCPS shall either accept or reject such on a case by case basis.

19.8 Award Bidder(s) must notify the Office of Purchasing of any change in 'percentage off list' pricing IN WRITING. Failure to provide all the following will result in the request not being considered.

1. Provide the Solicitation Number or Contract Number
2. Provide the existing "percentage off list"
3. Provide the new proposed "percentage off list". Increases shall be limited to the actual cost increase to the Award Bidder from manufacturer.
4. Provide the supporting documentation. The Award Bidder shall provide bona-fide manufacturer's documentation reflecting the percentage change. BCPS shall validate the requested percentage adjustment.

19.9 Pricing adjustments are NOT automatic. BCPS reserves the right to accept or reject the adjustments within sixty (60) days of receipt of request.

.1 If the request is rejected, the contract for that item shall be terminated thirty (30) days from the date of BCPS rejection letter.

.2 If adjustment request is rejected, BCPS reserves the right to purchase item from the next most favorable responsive and responsible bidder, as the requested adjustment may change the award position. If the next most favorable responsive and responsible bidder(s) does not have material available within the requested timeframe, BCPS reserves the right to purchase from any source.
Award Bidder whose price adjustment has been rejected by BCPS shall be granted the right of first refusal, and shall be given an opportunity to match the item pricing of next most favorably ranked responsive and responsible bidder within ten (10) days of receipt of BCPS rejection notification.

19.10 BCPS reserves the right to decrease pricing, if such downward adjustment is reflected within manufacturer data.

19.11 Award Bidder shall extend the purchase price of all units/devices to all BCPS employees.

20.0 Delivery

20.1 All deliveries shall be FOB Destination (inside).

20.2 All deliveries shall be scheduled at least 24 hours in advance by calling the contact person designated on the Purchase Order.

20.3 Delivery shall be made Monday through Friday (excluding school holidays) between the hours of 8:00 A.M. and 3:00 P.M. EST. Award Bidder shall be responsible for ensuring that deliveries are made during regular business hours and days.

20.4 BCPS requires that all items be delivered according to the schedule jointly agreed upon with BCPS.

.1 If there are extenuating circumstances, out of the control of the Award Bidder, that would extend the delivery past ten (10) business days, then, the Award Bidder agrees to notify BCPS immediately of these circumstances and to advise of when the delivery shall be made.

.2 Award Bidder demonstrating habitual delivery deficiencies will be subject to termination of contract for cause.

20.5 Any damaged shipments will be replaced solely at the Award Bidder's expense. This shall include pick-up of damaged product and delivering replacement product. Delivery of replacement product shall be made within three (3) business days from receipt of notification of damage.

20.6 All “drop shipments” (direct from a manufacturer or wholesaler) must adhere to the terms specified within this solicitation.

21.0 Substitutions

21.1. Where a specific manufacturer or trade name is designated, it is to establish a standard of material, design function, finish, and quality. Only products of the named acceptable manufacturers and/or “BCPS approved equal” (in quality, accessories, and attachments) shall be utilized.
21.2 The Award Bidder shall be responsible for determining what model or product of the acceptable manufacturer meets the specified standards.

21.3 All equipment and replacement components shall be new and unused. BCPS shall approve make and or model of replacement parts utilized.

22.0 Equipment – Not Used

23.0 Response Time – Repairs

23.1 Award Bidder(s) shall make every effort to expedite any and all repairs in accordance with two (2) business days. Where time frame may need to be exceeded, any deviations shall be verified and approved in advance by BCPS Department of Technology. The Award Bidder will notify BCPS Department of Technology in writing of any delays in repairs which exceed the above set time limits. Excessive delays in repairs which cannot be explained by the Award Bidder to the satisfaction of BCPS will be considered to be unsatisfactory service under the terms of the contract. Any excessive number of instances of unsatisfactory service, as determined by BCPS, will be cause for BCPS to consider the Award Bidder in default and the contract terminated for cause.

24.0 Warranty

24.1 The Award Bidder shall unconditionally guarantee the materials and workmanship of all equipment and materials furnished by the Award Bidder, its subcontractors or suppliers for the entire duration of the contract.

24.2 All warranty work shall be done within forty-eight (48) hours of notification of the work to be done.

24.3 Warranty for purchased unit(s) shall be full coverage for the period of the lease (4) years after delivery of the unit.

25.0 Hazardous Material Information

25.1 No new, replacement or restoration materials shall contain asbestos or asbestiform minerals in an amount greater than 0.0% as determined by polarized light microscopy (PLM) as prescribed in Federal Regulation 40 CFR 763.87. For materials that are tightly bound (e.g. floor tile, roofing asphalt and felts, adhesive/mastic, caulk, glaze, etc.) and for which PLM analysis is not conclusive, transmission electron microscopy must be used for analysis. If no commercially available material meets this criterion, written authorization for use of the material shall be obtained from the BCPS Project Manager. All materials delivered to or used on BCPS property must be accompanied by a manufacturer’s certification to be asbestos free, based upon criterion above. The Material Safety Data Sheet may not be used for this purpose.

25.2 No new, replacement or restoration materials shall contain lead in an amount greater than 0.00 milligrams per liter or 0.00 milligrams per kilogram. If no commercially available material meets either criterion, written authorization for use of the material shall be obtained from the BCPS Project Manager.
25.3 Award Bidder(s) shall not be responsible for performing any asbestos abatement services. BCPS will have all asbestos containing material abated prior to commencement of work by Award Bidder(s). Award Bidder(s) will not initiate any work which will disturb any asbestos containing material. Failure to adhere to this policy may result in termination of the contract for cause.

25.4 Building materials in BCPS facilities may contain asbestos and/or lead paint. To prevent contamination or exposure, no work shall be performed by Award Bidder(s) that would disturb any building material(s). This shall include, but not be limited to the following activities: cutting, drilling and/or moving ceiling tiles. Award Bidder(s) shall notify the BCPS Project Manager in writing as soon as it is known that approval will be needed for a particular activity. BCPS shall respond to Award Bidder(s) request in writing to approve or deny the particular activity.

26.0 Occupancy Requirements – Not Used

27.0 Professionalism

27.1 BCPS requires all services to be completed utilizing "Professional Workmanship". BCPS shall very closely monitor and examine the services provided and shall only accept a "Professional Workmanship". The following shall be considered some reasons for immediate termination of a company:

.1 Failure of the Award Bidder to have the required materials and equipment with them. BCPS reserves the right to bring in any other contractor in order to complete work that is not completed in a timely fashion.

.2 Failure of the Award Bidder to mobilize certified technicians to provide an adequate response for simultaneous/multiple site emergencies.

.3 Failure of the Award Bidder to have all personnel sign into and out of the main office of any school, whenever that school's office is open.

.4 Failure of the Award Bidder to utilize qualified personnel to do the work for BCPS sites. The individuals doing the work at the BCPS sites shall:

1. be on the "list" of employees being utilized by that Award Bidder for work on any BCPS site.

2. be properly trained and experienced to perform services as specified.

3. refrain from any comments and/or gestures to the students and/or staff; and, refrain from making any comments and/or gestures to fellow workers that could be interpreted as inappropriate and/or obscene.

4. be dressed appropriately to work in a "school environment" with student, teacher, staff, and parents present. The employee shall
prominently display the name of their company on a shirt or company issued ID badge.

5. abide by the BCPS no smoking policy. BCPS maintains a Tobacco-Free environment. Furthermore, BCPS policy prohibits gambling, alcohol, drugs and obscene/abusive language.

27.2 Immediate termination of a company for not providing "Professional Workmanship" as determined by BCPS, using criteria determined by BCPS and not necessarily Industry standards, shall result in:

1. Award Bidder being paid for all work completed to date. Any monies required to complete the repairs and/or installations in progress shall be deducted from those owed, prior to final payment. In the event the monies due exceed the amount BCPS owes that Award Bidder, the monies required to complete services in progress shall be owed BCPS by that Award Bidder.

2. Award Bidder being unable to bid any BCPS project for up to twelve (12) months from the date of termination.

28.0 Subcontractors

The Award Bidder(s) shall NOT utilize the services of any subcontractor without the expressed prior consent of BCPS. Use of a subcontractor prior to obtaining the expressed prior written consent of BCPS shall result in immediate termination of the contract for cause.

29.0 Interruption of Service – Not Used

30.0 Permits – Not Used

31.0 Applicable Standards and Guidelines

31.1 Award Bidder(s) shall assume full responsibility and liability for the compliance with all applicable federal/state/county laws, regulations, standards, licensing requirements and patented systems pertaining to all work practices.

31.2 All work is to be handled in complete compliance with OSHA and MOSHA requirements. Every effort is to be made to insure the safety of all individuals during work, as well as, during operation.

31.3 Where conflicts among the requirements of the codes, regulations, standards, documents and this specification exist, the most stringent requirement shall be utilized by the Award Bidder(s).

32.0 Invoicing and Payment – Not Used

END OF PART II: SPECIFICATIONS—GENERAL REQUIREMENTS
Baltimore County Public Schools
Division of Business Services
Department of Fiscal Services
Office of Purchasing

6901 Charles Street, Building "E", 1st Floor
Timonium, Maryland 21093
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Table of Contents

Part III: Technical Specifications

Section

1.0 General Scope & Services
2.0 Scope of Work
3.0 Warranty - Leased Units
4.0 Project Management and Staffing
5.0 Training
6.0 Disposal
7.0 Evaluation Units
8.0 System Acceptance
9.0 Current Infrastructure
10.0 Anticipated Schedule
11.0 BCPS Responsibilities
12.0 Proposal Requirements
13.0 Proposal Evaluation/Selection Process

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PART III: TECHNICAL SPECIFICATIONS

1.0 General Scope & Services

1.1 Currently, BCPS has approximately 108,000 students and 8,500 teachers in grades Pre-K – 12; 55,000 are elementary level and 53,000 are secondary in 174 schools. BCPS anticipates an initial pilot program during the school year 2014 - 2015 of 10 elementary schools in grades one (1) through three (3) (approximately 2,000 units), all BCPS classroom teachers (approximately 8,500) and 60 units in each of 53 secondary schools (approximately 3,200 units) for a total of 13,700 units in year 2014-2015. Upon successful completion of the pilot, during the school year 2015 – 2016, the program will be expanded to grades Pre-K, K, four (4) and five (5) at the pilot schools and all 108 elementary schools grades one (1) through three (3) (approximately 26,000 units). The school year 2016 – 2017 will roll the program out to the balance of the elementary students and all middle school students (approximately 49,000 units). Complete implementation will occur in the 2017 – 2018 school year with the final roll out to high school students (approximately 31,000 units). Based on current enrollment projections, BCPS expects to utilize 119,700 devices as follows:

.1 108,500 student devices, which includes units to accommodate enrollment growth, attrition and advanced exchange (Hot Swaps) over the life of the lease;

.2 8,500 teacher and instructional staff devices;

.3 1,900 Desktop or Laptops for libraries and offices; and

.4 6,900 docking stations with 24" monitor, keyboard and mouse.

1.2 Bidders shall offer a comprehensive solution, including hardware, as well as provide for the support of the hardware to include but not be limited to the creation of the operating system environment, (hereafter referred to as “image”), installation, summer refresh/imaging process, warranty/damage repair service, technical support, student and staff training, asset inventory, and disposal of equipment, all of which shall be provided on a “turnkey” basis. At a minimum, bidders shall discuss their approach to:

.1 Anti-theft stop tags and tracing capability, devices and applications;

.2 The rollout plan including professional development;

.3 Data wiping services to latest Department of Defense (DOD) specifications at end of life;

.4 Imaging Requirements – methodology for both initial install and annual student device summer refresh process.

.5 It is essential that bidders provide a solution that is compatible with the existing infrastructure. The infrastructure shall encompass not only the networking equipment used by BCPS but the application programs as
well. Should a component(s) of a bidder's solution be incompatible with the existing infrastructure, it shall be the responsibility of the Bidder, at their cost, to offer and provide compatible software, equipment, and/or training (including certifications) for the BCPS technical staff.

1.3 Bidders must provide a listing of all costs included in the proposed lease option, (i.e. equipment, software licenses, training, installation, maintenance and all other required services and support.)

1.4 Proposals must include a Four-Year lease option. Buy-out or fair market trade value options may be submitted in the proposed lease option with detailed information. The lease should include full battery if applicable, charger and power cable replacement for all leased equipment in the summer at the end of year 2 of the lease. All costs and terms for a comprehensive solution should be submitted.

1.5 Additional capabilities that provide for lower costs and more efficient operations are always of interest to BCPS. Bidders are encouraged to elaborate on new product features and/or options that will help us meet these objectives. This includes but is not limited to virtual desktop infrastructure ecosystems and other interactive technology, displays, monitors (bidders shall provide detail on all related hardware and software and associated costs). BCPS reserves the right to add additional platform capabilities, related services and/or new products to the Award Bidder contract via amendment.

2.0 Scope of Work

2.1 BCPS Technical Specifications - Listed below are BCPS’ minimum student/teacher device requirements. Bidders are encouraged to submit proposals for solutions that include features that exceed the minimum requirements, where feasible, to ensure that the project goals are being met for the life of the project. Items exceeding minimum requirements will be duly noted during the evaluation process. Four (4) devices each with a docking station, 24" monitor, keyboard, mouse (if applicable), case and backpack for evaluation by BCPS shall be REQUIRED to be submitted to the Office of Purchasing, no later than the RFP due date and time. Upon the completion of the evaluation and/or testing by BCPS, the Bidder shall be notified and will be responsible for the pick-up/return freight of the samples. If return arrangements are not confirmed within seven (7) calendar days after notification from the Purchasing Office that samples are available for return, the Purchasing Office reserves the right to dispose of said samples.

1.1 Student/Teacher Device - Hardware Minimum Requirements:

1.1 Processor and Memory

1.1 Intel® Core™ i5/ A6 Processor (latest Gen or higher)

2.2 8.0GB memory
3. Active stylus preferred

Storage

1. 256 GB Solid State Drive

Display/Screen/Camera

1. Minimum of 10.1" (1280 x 720)

2. Reduced reflection screen/ Gorilla Glass preferred

3. Multi-touch capacitive touch screen preferred

4. Compatible with active stylus preferred

5. Camera, minimum 2MP front (user) facing and 5MP rear (camera) facing

Connectivity

1. Built-in Wireless capability (IEEE 802.11 A/G/N(AC if available))

2. Built-in, concealed antenna

Peripheral Connections

1. High speed USB 3.0 connection - High speed compliant capable of 480 Mbit/sec transfer rates

2. VGA and HDMI video output via included adapters, built-in ports preferable, supporting a 16:9 aspect ratio in a mirrored configuration.

Audio

1. Combination 3.5mm headphone/ microphone jack

2. Built-in stereo speakers

3. Built-in microphone

Docking Keyboard Device

1. 10" minimum width, 11" preferred;

2. Built-in track pad for precise cursor control; supports tap, double-tap, and drag capabilities

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.8 Battery and Power

.1 Provides and maintains a charge for a standard school day (6.5 hours) without being recharged.

.2 External AC adapter capable of charging the battery and powering the device simultaneously.

.3 Micro USB charging port preferred.

.4 The status of the battery level shall be viewable through a provided App or as part of the operating system, such as in a menu bar.

.5 USB charging pack supported, include proposal to supply charging packs.

.9 Physical

.1 The unit will weigh 3.0 pounds or less.

.10 Docking Station - one per classroom (6900)

.1 Full size USB keyboard

.2 USB mouse

.3 VGA or HDMI video out port

.4 24-Inch widescreen display that supports 1280x720 resolution

.5 (4) USB connections with 3.0 capability

.6 100/1000 BASE-T Ethernet (RJ-45 connector, built-in)

.11 Case/ back pack

.1 Carried conveniently and easily by students and teachers either via a provided carrying case or some built-in carrying ability.

.2 Case must allow schools to easily label cases for easy identification.

.3 Included cases shall be included in the annual per seat cost and shall be fully covered by the Provider's support and warranty program.

.4 The backpack must be specifically designed to carry the student/ teacher device and accessories/ components.
.5 Case must allow keyboard docking without removal of device from case.

.6 Case must provide a kick stand or standing option for the device.

.12 Devices must continue to be the most current model of the selected device. All updates/upgrades must be approved by the BCPS Project Manager prior to placement into any BCPS school or office.

.2 Desk Top Unit – (approximately 2,000 units)

.1 Latest Generation Intel Core i5 Processor

.2 8GB RAM

.3 24” Widescreen LCD Display

.4 AMD/ATI Dual Display Adapter (1GB memory)

.5 500GB SATA Hard Drive (7,200 RPM)

.6 DVD-RW Optical Drive

.7 Gigabit Ethernet

.8 Integrated Audio

.9 USB Keyboard/Mouse

.3 Laptop Unit (for purchase only)

.1 Latest Generation Intel Core i5 Processor

.2 8GB RAM

.3 14” LCD Display

.4 Intel Integrated Graphics

.5 320GB SATA Hard Drive (5,400 RPM)

.6 Integrated Web Cam

.7 Integrated Audio

.8 802.11 ac Wireless Network Card

.9 Gigabit Ethernet
.4 Docking Station for Laptop (optional)
   .1 Full size USB keyboard
   .2 USB mouse
   .3 VGA and/or HDMI video out port
   .4 24-inch widescreen display that supports 1280x800 resolution
   .5 (4) USB connections with 3.0 capability
   .6 100/1000 BASE-T Ethernet (RJ-45 connector, built-in)

.5 Work stations for CTE, Business and Art Labs (for purchase only)
   .1 Current Generation Intel Core i7 Processor
   .2 8GB RAM
   .3 24" Widescreen LCD HD 1080p = 1920x1080 resolution Display, 120 hz refresh (5ms minimum)
   .4 AMD/ATI Graphics Card 1GB Onboard RAM minimum
   .5 Dual 500GB SATA Hard Drives (RAID Capable 7,200 RPM)
   .6 Gigabit Ethernet
   .7 Integrated Audio
   .8 USB Keyboard/ Mouse

2.2 Imaging Requirements - Bidders shall include in their proposal the methodology that will be used to meet the following requirements for both the initial install and annual student laptop summer refresh process:

   .1 Student and Teacher Imaging: The Award Bidder shall develop and document a process for imaging each laptop and desktop to be approved by BCPS.

   .1 BCPS shall require one unique student image that will run on student devices delivered to BCPS according to the timeline established in this RFP.

   .2 BCPS shall require one unique teacher/school staff image that will run on teacher/staff devices delivered to BCPS according to the timeline established in this RFP.
BCPS requires a solution that enables school-based technicians to re-image all or portions of a computer image from the master student or staff image.

The Award Bidder shall be responsible for creating, documenting and installing images on all devices. The Award Bidder shall perform quality assurance to ensure that 100% of the computers are fully functional.

Delivery coordination and documentation shall be provided as specified below. The Award Bidder shall be responsible for all imaging, shipping, and delivery charges. Software licensing costs, including updates and upgrades, are the responsibility of the Award Bidder, except where "licensing provided by BCPS" is explicitly noted. In the event the Bidder recommends additional hardware/software as part of a turnkey solution; licensing, delivery and installation costs shall be the responsibility of the Award Bidder and shall be included in pricing options.

Image Requirements: The Award Bidder shall provide the image(s) following BCPS' customized image requirements and specifications. The image should include, at a minimum:

1. Licensed Operating System - most recent operating system (Windows, Mac OS, and iOS)

2. Management/Security Software
   1. Remote client administration, asset management, and software distribution to user devices.
   2. Server-based management must be able to manage the client OS's access to applications, settings and preferences which are currently controlled with a combination of Client Management software and Active Directory group policies.
   3. Server-based installer/updater that pushes and removes software packages on an individualized basis to clients over wireless connections, currently implemented using Microsoft System Center Configuration Manager, with collection management performed by BCPS's custom software, including automatic redeployment of assigned software after reimagining.
   4. Client-based software that monitors and reports to a centralized database every application's launch to the OS (currently monitored by Configuration Manager) - end user ability to launch or download applications is determined by admin configurable rules.
   5. OS-based firewall security protection software.
.6 Licensing for anti-virus, malware and spyware protection software. Currently using MS Endpoint Protection, which is monitored thru Configuration Manager.

.7 Configuration such that student user's network account can only be accessed from that user's assigned device however, unassigned devices require login capability from all users.

.8 Lightspeed client and user agent internet filtering software (licensing provided by BCPS).

.9 Remote monitoring software that enables administrators at each school location to view the "screen" and communicate with each active student device in the building.

.10 Configuration that supports student installation of minimal home printer drivers to print. Solution should not compromise computer security controls preventing installation of any other software or running other software from newly created printer directories.

.11 Configuration that supports ability of district to completely disable camera equipment on a unit by unit basis outside of school networks. For example, camera activation must be controlled only by launch of specific web conferencing solution while on school network. All Video, snapshot and recording capability must be disabled when BCPS has identified specific users camera's to be de-activated.

.12 Windows-based Bidders must provide configuration that supports prevention of Active-X controls from installing and running on students' computers.

.13 Configuration that supports the active wireless connection of the computer to the BCPS network that student user cannot disable.

.14 Configuration that supports the notification; then restart or shutdown of targeted user computers either on a fixed number of hours or on an as needed case by system administrators.

.15 Configuration that supports user-initiated mechanism for computer check-in for newly released BCPS software packages.

.16 Provide built-in user accessible hidden restore partition.

General Applications / Plugins
1. Adobe Air
2. Adobe Acrobat Reader
3. Adobe Flash Player (Browser Plug-in or appropriate emulator)
4. Adobe Shockwave Player (Browser Plug-in or appropriate emulator)
5. Apple QuickTime
6. Google Chrome
7. Microsoft Office (latest version) (KMS Enterprise)
8. Microsoft Silverlight (Browser Plug-in)
9. Mozilla Firefox
10. Oracle Java Runtime Environment

Award Bidder shall provide to BCPS, as part of this contract, copies of all software media and software licenses required to support the System, and shall remain responsible for the purchase, delivery, and documentation of software licensing, including licenses required to support additional units purchased under this agreement. Licensing, including upgrades, must be maintained for the entire duration of the contract. Proof of licensing must be provided to BCPS upon request at any time during the life of the contract.

Bidders shall provide the option to update/upgrade any or all software to most current versions during each summer refresh. The option to update/upgrade shall be at BCPS’s sole determination.

2.3 Image Installation Requirements

1. The hostname of each computer shall be assigned using a specified naming convention. (Student example: School Code-Graduation Year-Username i.e. XXXX18jdoe) (Teacher example: School Code-Username i.e. XXXXusername) This data shall be provided to the Award Bidder according to the anticipated schedule in this RFP.

2. Load BCPS approved images on equipment prior to delivery. The method and licensing for loading the image is the responsibility of the Award Bidder, and must be made available to BCPS technical personnel, including school-based technicians, for BCPS-initiated re-imaging. It must be networkable, scalable and compatible with our current infrastructure.
The method for loading the image must render a usable system capable of accepting customized preferences delivered remotely after deployment. This includes settings, drivers, and BCPS approved software.

100% of imaged units shall be tested to verify that all software and hardware components are fully functional prior to delivery to BCPS.

Any units delivered to BCPS that are not fully functional shall be replaced within 24 hours of notice at no cost to BCPS.

Separate BIOS/Firmware and local administrator passwords should be generated per school image, and be imprinted as part of the imaging process.

Final setup of the standard student and staff images, once the hardware has been imaged, must accommodate the automatic creation of unique settings and policies applicable to each school.

2.4 Delivery Requirements

Award Bidder must coordinate delivery with BCPS to ensure timely deliveries to each school site, in accordance with the approved implementation plan and delivery schedule.

Award Bidder shall provide detailed paper (hard copy) and electronic history and tracking reports on equipment installed as required for the duration of the lease. Tracking reports must be importable into Destiny Access Manager. These requirements include, but are not limited to the following:

1. lease/order number
2. model number
3. serial number
4. anti-theft tag number
5. name of student/staff member
6. student/employee number
7. student/staff location
8. student/employee username
9. name of person signing off on installation
10. device condition and notation of damage specifics
.11 actual data elements of the report(s) will be defined prior to the first order. BCPS will provide the Award Bidder with assignment information according to the schedule established in this document.

.3 The Award Bidder shall tag each device and charger with the student/teacher name and location, and anti-theft tag utilizing bar code technology. Provided that device hardware remains in good working order, the Bidder shall be prepared to provide the storage and distribution of the devices each year of the lease. The student/staff assignment information will be provided to the Award Bidder according to the schedule established in this document.

.4 Students and teachers shall be provided a mechanism to document and submit device condition upon receipt of assigned unit. Record to be housed in tracking system for duration of lease.

.5 Teacher devices shall be delivered to BCPS first, with student devices to follow, according to the schedule in this document.

.6 The Award Bidder shall be responsible for any costs and logistics required to return the units leased in accordance with this RFP.

.7 At the conclusion of the lease, unit replacement due to warranty or lemon law replacement, the Award Bidder shall wipe all student and staff drives clean of data by reformatting to latest DOD standards; and provide certification to BCPS of completion.

2.5 Asset Inventory

.1 The Award Bidder shall be required to maintain a database for inventory and repair tracking that includes at a minimum the following information:

.1 Serial Number
.2 Make
.3 Model
.4 Anti-theft tag number
.5 Time and date stamped event and assignment tracking of device throughout the imaging, setup, pickup, repair, and delivery processes.
.6 Historical status through both user and asset including but not limited to the following:

.1 Issued
.2 Assigned
.2 The Award Bidder is responsible for updating the serial number on the logic board in instances where the logic board has been replaced.

.3 ID Solution for Devices/Chargers/Servers: Anti-theft tag labeling of the equipment shall be required to assist in recovery of lost/stolen assets.

.4 Asset Inventory Reporting:

.1 Prior to System acceptance, the Award Bidder shall be required to furnish and provide detailed electronic and soft copies of the inventory file via an industry standard database connection such as ODBC; including, at a minimum, the information listed in section 2 above.

.2 The electronic version shall be a delimited, flat file or other agreed mechanism. Updated copies of the electronic file shall be produced daily (at a minimum) and provided in a location accessible to BCPS via FTP or similar protocol.

.3 Sample copies of reports shall be included with proposal response.

.5 To ensure BCPS is able to track (physically locate and identify) a device, charger, or server while outside the custody of BCPS technical staff, it is envisioned that the barcode or other identification tag would be clearly accessible. The Bidder-provided inventory database should have fields that allow electronic tracking of the laptop or server by scanning and data entry to determine where it is in process per the inventory database. For example, when the device is undergoing imaging or repair, BCPS personnel with access would be able to enter the appropriate identification and determine the status of the computer at that time.

.6 The Award Bidder shall provide ability for BCPS to control the tiered user-based security model.

7. The solution will be externally accessible via an industry standard database connection such as ODBC.

3.0 Warranty – Leased Units

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3.1 Warranty – Devices/Peripherals/Server

.1 Damage to Units - The Award Bidder shall be responsible for ALL warranty and ALL accidental damage repairs at no cost to BCPS. Vendor must provide complete description of warranty process including the use of 3rd party vendors.

.1 Internal components as well as batteries, power adapters, keyboards, monitors/screens, docking stations, speakers, microphones, cameras and wireless cards shall be included in the comprehensive coverage of the laptop computers with full replacement throughout the term of the lease.

.2 If the unit requires four or more of the same repair within one school year, BCPS will consider this as a "lemon", and the Award Bidder must replace it with a new unit.

.3 In cases of intentional vandalism, the Award Bidder agrees to repair the unit to its original condition or replace the unit of like kind at no expense to the Award Bidder. BCPS will be responsible for all costs associated with intentional vandalism to the unit.

.4 BCPS shall make the sole determination as to when actions are considered intentional.

.2 Warranty: Support/Repairs

.1 The Award Bidder must provide a repair facility in Baltimore County to provide pickup, repair, and delivery on a 24-48 hour turn-around on all covered repairs. At a minimum, BCPS will visit the facility on an annual basis to review operations.

.2 The Award Bidder shall stock and deliver all customer-installable parts to include, but not limited to, items such as batteries, adapters, stylus, and keyboards, etc.

.3 Details on the proposed repair facility must be included in the response.

.4 The existing repair process begins with a local determination regarding the need for repair. This occurs at each school's helpdesk, manned by trained students (secondary) and staff. When a device is determined to need a repair, the service provider is notified electronically through vendor-provided solution accessible by the BCPS helpdesk technician at each school, and the 24-48 hour vendor-provided repair service level agreement begins.

.5 Common parts must be stocked and on hand, at the Baltimore County repair facility, in an amount equal to support 5% of the units in service under the terms of the awarded contract.

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1 This includes but is not limited to: whole units, keyboards, stylus, docking stations, charging packs etc.

2 For customer-installable parts to be replaced by BCPS technical staff at each secondary school, the Award Bidder shall be responsible for stocking an amount equal to support 2% of the units in service at that location.

3 A mechanism for defective part return and replenishment shall also be established.

6 Under parameters of the lease option, contract shall include:

1 Replacement of ALL batteries during the summer refresh at the end of Year 2.

2 The Bidder will make available at no cost, as needed: AC adapters and cords to replaced damaged or lost items.

3 Other battery and AC adapter replacements due to defects or other conditions covered by warranty shall not affect this provision.

7 The Award Bidder must provide monthly repair reports and other detailed reports as required to BCPS designated personnel.

1 These reports will be used to assist in planning, training and evaluation of the program.

2 The Award Bidder shall provide sample reports in their response to the RFP.

8 The Bidder shall describe the warranty that is included with their proposal and include:

1 the duration of the warranty;

2 when the warranty period begins, and;

3 a statement of the fact that the warranty covers ALL repairs, with the exception of intentional vandalism.

9 The unit serial number/service tag must remain software-accessible throughout the duration of the lease. Applicable repairs (i.e. logic/system board replacements) must include the “flashing” of this data back into the unit.

10 Beginning July 1, 2014, the Award Bidder will visit each elementary school a minimum of twice each week, or as needed, by work-order request, and each secondary school every day to
drop off repaired units and pick up units needing repair. This schedule shall be observed on all BCPS business days between the first and last days of the school year. The Award Bidder shall also be responsible for any transportation necessary to support the summer refresh process. A summer school service schedule will be established no later than June 1st each year.

3.2 Summer Refresh Program - Each summer, student devices will be collected by the Award Bidder to repair damages and address warranty issues. The summer refresh must be performed at a location in Baltimore County. At that time, the computers are refreshed, to include re-imaging of all units, including any reassignment based on information provided by BCPS, and hardware repair following a BCPS-approved process.

1. Hardware repair will include the replacement of parts, which, by virtue of cracks, chips, or other flaws, may cause harm (i.e. cuts, shocks, etc.) to the user, as determined by BCPS.

2. BCPS requires the Award Bidder to provide this service each summer during the contracted period. Units must be returned to the assigned schools at least 2 days prior to their scheduled deployment date.

3. Devices that are used for summer school will need to be refreshed after completion of summer school.

4.0 Project Management/Staffing

4.1 All project tasks to be performed under the terms of this contract and relevant to the successful implementation of the System and management of this project will be assigned by the Executive Director of Information Technology of BCPS. After contract/lease signing, Award Bidder will work with BCPS to identify and interview the required staffing positions outlined below:

1. The Award Bidder shall assign a dedicated, on-site Project Manager subsequent to the contract award with substantial specific contract implementation experience in implementing and executing the solution for the term of the contract. The project manager will act as a liaison for BCPS in coordinating the services for the term of the contract.

2. The Award Bidder shall assign a dedicated, on-site Systems Engineer subsequent to the contract award, with substantial specific contract implementation experience in architecting and executing the solution for the term of the contract.

3. User and server support for BCPS designated technology staff available 24X7 with unlimited incidents with a four-hour response time for hardware and operating system inquiries. In the event of a widespread virus or
spyware attack, the Award Bidder shall provide expedited on-site support until the problem is solved.

4. The Award Bidder shall provide a minimum of an entry level service technician to support every three elementary schools (108) and 1 for every secondary school (52). As BCPS grows our number of schools, the Award Bidder shall maintain this ratio. Other support models may be recommended by the bidder. The service technician program shall begin in all elementary schools as of July 1, 2014. A schedule for secondary schools technician deployment will be established with the Award Bidder.

5.0 Training

5.1 The Award Bidder shall provide Technical Staff training;

1. Hardware/OS troubleshooting

2. Home connectivity

3. Repair procedures for proposed systems - Minimum: Four 4-hour training classes for all secondary help desk students

4. Client administration - Minimum: Four 4-hour training classes for all district level technology support staff

5. Server and storage administration

6. System Center Configuration Manager minimum 4 hour training class for all district level technology support staff.

7. The Award Bidder shall provide technology integration training under a train the trainer model for our professional development trainer. (approximately 200 individuals will need to be trained)

8. Train all teachers on basics of device between May 1 – May 30, 2014. BCPS will provide schedule. Award Bidder shall provide a 24/7/365 help desk for all teachers between receipt of the device and start of school.

9. The Award Bidder will work with BCPS to develop an orientation to the device course to be used at New Teacher Academies. The course will be reviewed by the Award Bidder and BCPS each year.

10. The Award Bidder will work with BCPS to develop a refresher course to be offered to teachers on-demand beginning in August 2014.

6.0 Disposal

6.1 The Award Bidder shall provide for the collection and disposal of broken or obsolete equipment and parts resulting from this RFP, both during the term and at the end of the contract. This will include removal and disposal of equipment and hard drive sanitation at no cost to BCPS. Recycling of batteries and disposal

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of hazardous components shall be in compliance with local, state and Federal standards. The disposal plan shall be provided as part of the proposal response.

7.0 Evaluation Units

7.1 Devices submitted for evaluation shall meet or exceed the listed specifications in this document. Devices submitted for evaluation must be capable of supporting BCPS images, as defined in this document.

7.2 Evaluation devices will be subject destructive testing (drop test from desk height) and may be returned in a nonworking condition.

7.3 Bidders must be available to provide same day response during the evaluation period. Bidders must provide a contact person to provide technical support to the evaluation team. Include the contact person's name, address, phone, and email with the devices.

7.4 Failure to provide proposed evaluation units with the proposal submittal may result in the rejection of the Bidder's proposal. BCPS will retain the evaluation units through the final award of the contract. Upon award of contract, BCPS will notify the Bidder's contact person and the units must be picked up at the Bidder's expense. Any devices not retrieved within 10 days of notification will become the property of BCPS.

8.0 System Acceptance

8.1 Bidder should provide detailed information with their proposal submittal as to the processes that will be established to ensure successful implementation, testing and final system acceptance. System Final Acceptance Testing shall be conducted in accordance with the implementation plan that is agreed to and incorporated as part of the contract documents and shall occur no earlier than July 31, 2014.

9.0 Current Infrastructure

9.1 Network

.1 All student laptops will communicate to the BCPS network via wireless access points that are being strategically located throughout each school. Aerohive access points are used in the majority of school sites. While staff laptops may also access this wireless subnet, staff may also physically connect to the wired network (Ethernet) for any work that may require higher bandwidth than available through the wireless, i.e. high def video, etc.. Information on the wireless subnet is limited to web-based Internet access, server file shares, Active Directory information exchange, and selected services hosted at the central data center, including email. (Students do not have BCPS-provided email accounts.)

.2 All access points and all classroom machines connect back to an IDF (Intermediate Distribution Frame), which have a Layer 2 switch. All IDFs connect back to the MDF (Main Distribution Frame) via fiber and connect
to a layer 3 switch. The switches can be either Extreme Network switches, Cisco switches, or Dell/Force 10 switches, depending upon individual site.

The wide area network is comprised of a series of TLS (Transparent Lan Service) high-speed telecommunication lines, along with dedicated fiber optics to some schools. Bandwidth varies from 30Mbps to 1000Mbps per school, with a majority of the elementary schools currently 30Mbps, and a majority of the secondary schools at 50Mbps each. A 2000Mbps dedicated fiber line is the BCPS link to the Internet. Internet services are provided by Comcast and TLS services are provided by Verizon. All schools are provided internet services through the main data center.

2. Internet Filtering - Internet filtering for the district is handled by Lightspeed Systems appliances. All Internet traffic is routed from individual schools to the centralized data center where it passes through the Lightspeed appliances, then to the Internet through the 2000Mbps dedicated fiber connection provided by Comcast. The Lightspeed appliances employ proprietary methods to identify and block connection attempts to access websites that are deemed inappropriate for the school district. Client-based software is installed on the laptop computers to ensure the filtering occurs both on and off the BCPS network. BCPS will continue to provide the filtering solution, but the Successful Offeror must integrate with the existing Lightspeed filtering solution and any successors. The main data center houses a host of centralized servers, which are all Windows based. BCPS utilizes Active Directory as the central repository for user accounts and Windows machine accounts. Exchange 2010 is used as the main messaging and mail system currently.

9.3 ISP Service for Home - BCPS faces challenges providing Internet service at home for families which fall below the current annual poverty line, as determined by federal guidelines for student eligibility for free and reduced meals. BCPS will entertain recommendations for solutions. Pricing for the proposed solution should be a separate line item in the pricing proposal.

10.0 Anticipated Schedule

10.1 The following represents a tentative outline of the process currently anticipated by BCPS.

<table>
<thead>
<tr>
<th>Request for Proposals distributed</th>
<th>January 2, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Proposal conference</td>
<td>January 7, 2014; 12:00 P.M.</td>
</tr>
<tr>
<td>Questions due no later than</td>
<td>January 15, 2014; 12:00 P.M.</td>
</tr>
<tr>
<td>Receive written proposals, accompanied by two (2) proposed laptops each with a docking station, 20&quot; monitor, keyboard, and mouse.</td>
<td>No later than January 23, 2014; 4:00 p.m.</td>
</tr>
<tr>
<td>Review of written proposals by BCPS</td>
<td>January 23, 2014</td>
</tr>
<tr>
<td>Event Description</td>
<td>Date</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>Conduct oral interviews and negotiations with selected firms</td>
<td>January 27 &amp; 28, 2014</td>
</tr>
<tr>
<td>Award of Contract by BCPS School Board</td>
<td>March 11, 2014</td>
</tr>
<tr>
<td>Contract sent to vendor for signature</td>
<td>March 12, 2014</td>
</tr>
<tr>
<td><strong>The dates below are dependent on the contract award and may change after award:</strong></td>
<td></td>
</tr>
<tr>
<td>BCPS will provide teacher image specifications to the successful vendor</td>
<td>In Specification</td>
</tr>
<tr>
<td>Award Bidder must provide devices with image for testing</td>
<td>March 17, 2014</td>
</tr>
<tr>
<td>BCPS approves devices with final image</td>
<td>March 21, 2014</td>
</tr>
<tr>
<td>BCPS will provide staff assignment information for device to the Award vendor</td>
<td>March 21, 2014</td>
</tr>
<tr>
<td>Teacher devices to be delivered to BCPS for deployment to teachers with tags and images installed</td>
<td>May 1, 2014</td>
</tr>
<tr>
<td>Asset Inventory Reporting begins, with daily Information extracts</td>
<td>May 1, 2014</td>
</tr>
<tr>
<td>Docking stations, monitors, keyboards and mice arrive at BCPS</td>
<td>May 1, 2014</td>
</tr>
<tr>
<td>BCPS will provide student assignment information for devices to the Award vendor</td>
<td>June 1, 2014</td>
</tr>
<tr>
<td>Server installs and configurations complete if necessary</td>
<td>June 1, 2014</td>
</tr>
<tr>
<td>Student devices to be delivered to BCPS for deployment to students with tags and images installed</td>
<td>July 1, 2014</td>
</tr>
<tr>
<td>School Office desktop computers imaged, deployed and room setups complete</td>
<td>July 31, 2014</td>
</tr>
<tr>
<td>Completed inventory database of delivered units</td>
<td>July 31, 2014</td>
</tr>
</tbody>
</table>

**11.0 BCPS Responsibilities**

11.1 BCPS will designate a Project Manager for all work performed under this contract. Upon contract execution, the Project Manager shall coordinate the work, and shall be the single point of contact for work performed under this contract.

**12.0 Proposal Requirements**

12.1 Provide an Executive Summary to include:

.1 Response to Scope of Services – The Bidder should address each section of the Scope of Services section (Part III: Technical Specifications, Section 1.0) of this document indicating compliance with, or acceptance
of the requirement, and any additional explanation of their response. The Bidder shall identify any exceptions, referenced to the paragraph number, in a sub section titled " Exceptions".

.2 Company Profile - Bidders are to present a Company profile that shows the ability, capacity and skill of the Bidder, their staff, and their employees to perform the services required within the specified time.

.3 References - provide a minimum of three (3) references on 00400-10, who could attest to the Bidder's past performance to provide services similar to those required for the contract. The list should include contact persons and telephone numbers.

.4 Implementation Plan - Provide a projected schedule for performing key phases of the projects, including estimated time frames, if applicable.

.5 Provide copies of any service contracts to be executed in final agreement. Provide copies of all lease/purchase documents.

.6 Provide copies of warranty agreements.

.7 Identify any software licensing required by BCPS and provide samples of software licensing agreements.

.8 Provide a sample of a test and acceptance plan describing the typical test procedures and acceptance criteria based on the system being proposed. Bidders should provide a report on the national breakage and repair rate of the devices/units and accessories being proposed.

.9 State that the firm, if selected, will be available for oral presentations on January 27 – 28, 2014.

.10 Provide samples of the following reports:

   1. Asset Inventory reports in accordance with requirements.

   2. Repair status reports

.11 Provide detailed information regarding the proposed repair facility including physical location. Also include details regarding the collection and disposal of broken or obsolete equipment and parts both during the term and at the end of the contract.

.12 Provide detailed information on training calendars, syllabus and resumes of instructors who will provide the training.

12.2 Bidders are required to provide four (4) devices, each with a docking station, 24" monitor, keyboard and mouse (if applicable) for evaluation by BCPS. These shall be REQUIRED to be submitted with accessories with the proposal submission.
12.3 **Pricing** - Bidders will provide an annual payment option for a four-year lease/purchase agreement. Pricing must include as a minimum, the cost for the lease purchase agreement, all hardware, software, implementation costs, training, warranty/repair(s), project management, inventory system, required support services and any other optional services requested by BCPS. Additional options to include in the response may be:

1. Bretford Basics Intelligent Notebook Storage Cart – LAP30ULV Cart (approximately 500, final quantity to be determined at time of purchase). If this option is selected, the Award Bidder shall continue to provide the most current model of this cart for the duration of the contract.

2. Other value added options recommended by the Bidder but not specified in the RFP. Options must include terms of manufacturer’s warranty and support. Cost and terms for the option to have extended warranty and service for the duration of the contract must also be included.

12.4 **Appendix** - Bidders may submit additional information materials that will clarify their response. Also, Bidders are encouraged to provide information regarding partnering opportunities that, upon approval by the Purchasing Office, may be offered to each school at no additional cost.

13.0 **Proposal Evaluation/ Selection Process**

13.1 Bidders are to make written proposals, which present the Bidder’s qualifications and understanding of the work to be performed. Bidders are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that BCPS may properly evaluate your capabilities to provide the required goods/services. The following criteria are to be utilized in the evaluation of qualifications for the development of the shortlist of those Bidders to be considered for further discussion. Individual criteria may be assigned varying weights at BCPS’s discretion to reflect relative importance. Bidders are required to address each evaluation criterion in the order listed and to be specific in presenting their qualifications.

13.2 Selection of the Award Bidder will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
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<tbody>
<tr>
<td>1. Functional Requirements</td>
</tr>
<tr>
<td>- Extent to which the proposed hardware and software meet the RFP’s functional requirements</td>
</tr>
<tr>
<td>- Compliance with the RFP’s technical requirements</td>
</tr>
<tr>
<td>- Extent of modifications required to meet requirements</td>
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<tr>
<td>2. Implementation Services</td>
</tr>
<tr>
<td>- Project Approach</td>
</tr>
<tr>
<td>- Project Plan and Schedule</td>
</tr>
<tr>
<td>- Project Management</td>
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<tr>
<td>- Project Team</td>
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</tbody>
</table>

Creating a Culture of Deliberate Excellence
An Affirmative Action Employer


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<table>
<thead>
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<tbody>
<tr>
<td><strong>Solicitation Number:</strong> MWE-807-14</td>
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<td><strong>Integration</strong></td>
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<td><strong>Training</strong></td>
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<tr>
<td><strong>System Acceptance</strong></td>
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<tr>
<td><strong>Current Workload and ability to complete required work within BCPS schedule</strong></td>
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<tr>
<td><strong>Inventory control</strong></td>
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<td></td>
<td><strong>Experience and Qualifications of Firm</strong></td>
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<td></td>
<td><strong>Installations (number and size) in K-12 environment</strong></td>
</tr>
<tr>
<td></td>
<td><strong>References</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Experience and Qualifications of Proposed Staff</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Resumes of proposed staff</strong></td>
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<tr>
<td></td>
<td><strong>Team organization and amount of experience as a team</strong></td>
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<td></td>
<td><strong>Lease Price</strong></td>
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<td></td>
<td><strong>Base hardware costs</strong></td>
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<td></td>
<td><strong>Lease payment</strong></td>
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<td></td>
<td><strong>Time and Materials hourly rate schedule</strong></td>
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<tr>
<td></td>
<td><strong>Lease interest costs</strong></td>
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<td></td>
<td><strong>Quality of proposal submission/oral presentations</strong></td>
</tr>
</tbody>
</table>

13.3 Selection will be made of two or more Bidders deemed to be fully qualified and best suited among those submitting proposals. Negotiations shall then be conducted with each of the Bidders so selected. Price shall be considered, but may not be the sole determining factor. After negotiations have been conducted with each Bidder so selected, BCPS shall select the Bidder that, in its opinion, has made the best proposal, and shall award the contract to that Bidder. Should the County determine in writing and in its sole discretion that only one Bidder is fully qualified or that one Bidder is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Bidder. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Bidder's proposal as negotiated.
Solicitation Number: MWE-807-14

Baltimore County Public Schools
6901 Charles Street, Building "E", 1st Floor
Towson, Maryland 21204
Division of Support Services
Office of Purchasing
Creating a Culture of Deliberate Excellence - An Affirmative Action Employer

SECTION 00400 "FORM OF PROPOSAL"

Bidders shall complete and return all the following forms with their bid.
(*except this form)

<table>
<thead>
<tr>
<th>Form</th>
<th>Number</th>
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<tbody>
<tr>
<td>Cover Page</td>
<td>00400-1</td>
</tr>
<tr>
<td>Price Proposal - Instructions</td>
<td>00400-2</td>
</tr>
<tr>
<td>Proprietary/Confidential Information Identification</td>
<td>00400-3</td>
</tr>
<tr>
<td>Resumes of Key Staff</td>
<td>00400-4-6</td>
</tr>
<tr>
<td>Price Proposal Pages</td>
<td>00400-7</td>
</tr>
<tr>
<td>Worker Form</td>
<td>00400-8</td>
</tr>
<tr>
<td>References</td>
<td>00400-9</td>
</tr>
<tr>
<td>Addenda</td>
<td>00400-10</td>
</tr>
<tr>
<td>Proposal Sheet</td>
<td>00400-11</td>
</tr>
<tr>
<td>State of Maryland Anti-Bribery Affidavit &amp; Tax Certification</td>
<td>00400-12</td>
</tr>
<tr>
<td>Certification Regarding U.S. Government Debarment</td>
<td>00400-13</td>
</tr>
<tr>
<td>Board of Directors - Diversity Affidavit</td>
<td>00400-14</td>
</tr>
<tr>
<td>Small Business Enterprise Affidavit</td>
<td>00400-15</td>
</tr>
<tr>
<td>Small and Minority Business Enterprise Utilization Affidavit</td>
<td>00400-16</td>
</tr>
<tr>
<td>SBE/MBE Statement of Intent</td>
<td>00400-17</td>
</tr>
<tr>
<td>SBE/MBE Request for Waiver</td>
<td>00400-18</td>
</tr>
<tr>
<td>SBE/MBE Minority Subcontractor Unavailability Certificate</td>
<td>00400-19</td>
</tr>
<tr>
<td>*No Bid Page</td>
<td>00400-20</td>
</tr>
</tbody>
</table>
REQUEST FOR PROPOSAL: HARDWARE, SOFTWARE, AND SERVICES TO PROVIDE A 1:1 STUDENT DEVICE PROGRAM

BCPS BID NUMBER: MWE-807-14

(submitted by: (Company Name))

SUBMITTED TO:
Baltimore County Public Schools
Office of Purchasing
6901 Charles Street, Building "E", 1st Floor
Towson, Maryland 21204

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress, or performance of the Work and has made such independent investigations, as BIDDER deems necessary.

(Signature of Bidder) (Date)

FORM OF PROPOSAL

00400-1
PRICE PROPOSAL - INSTRUCTIONS:

AT A MINIMUM, BIDDERS ARE REQUIRED TO SUBMIT PRICING FOR EVERY "ITEM" CONTAINED WITHIN THIS FORM OF PROPOSAL.

BIDDERS NOT RESPONDING TO EVERY "ITEM" SHALL BE DEEMED NON-RESPONSIVE.

If a Bid amount contains contradictory terms, handwritten terms prevail over typewritten terms, and words prevail over numbers. The dollar amount expressed in words shall govern.

(Signature of Bidder)  (Date)
Bidders must identify which information should not be disclosed by the Board of Education under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, of the Annotated Code of Maryland., in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

<table>
<thead>
<tr>
<th>SECTION/TITLE</th>
<th>PAGE NUMBER(S)</th>
<th>REASON(S) FOR WITHHOLDING FROM DISCLOSURE</th>
</tr>
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(Signature of Bidder) (Date)

FORM OF PROPOSAL 00400-3
Responding vendor must provide resumes and relative work history for key staff proposed for this project. A reporting diagram must be included in your response. This includes but is not limited to the following positions.

**Project Manager**

<table>
<thead>
<tr>
<th>Project Manager</th>
<th>Vendor Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td># Years Project Management Experience</td>
<td></td>
</tr>
<tr>
<td>Briefly describe 3 projects of comparable size, type (integration of multiple vendor's software, support services, etc.) complexity, where served as a PM</td>
<td></td>
</tr>
<tr>
<td>Approximate begin and end dates of each project</td>
<td></td>
</tr>
<tr>
<td>Approximate project cost</td>
<td></td>
</tr>
<tr>
<td>Describe knowledge and experience related to K12 technology implementations</td>
<td></td>
</tr>
<tr>
<td>Education/Training/Certifications</td>
<td></td>
</tr>
<tr>
<td>References</td>
<td></td>
</tr>
<tr>
<td>Define the time devoted to the referenced projects</td>
<td></td>
</tr>
<tr>
<td>Define role and responsibility related to the referenced projects</td>
<td></td>
</tr>
<tr>
<td>Define the projected time this individual will be devoted to this project</td>
<td></td>
</tr>
<tr>
<td>Define the role and responsibility for this individual as it would relate to this project</td>
<td></td>
</tr>
</tbody>
</table>
Resumes for Key Staff

Responding vendor must provide resumes and relative work history for key staff proposed for this project. A reporting diagram must be included in your response. This includes but is not limited to the following positions.

Systems Engineer

<table>
<thead>
<tr>
<th>Systems Engineer</th>
<th>Vendor Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td># Years Systems Engineer experience</td>
<td></td>
</tr>
<tr>
<td>Briefly describe 3 projects of comparable size, type (integration of multiple vendor's software, support services, etc.) complexity, where served as team leader.</td>
<td></td>
</tr>
<tr>
<td>Approximate begin and end dates of each project</td>
<td></td>
</tr>
<tr>
<td>Approximate Project Cost</td>
<td></td>
</tr>
<tr>
<td>Describe knowledge and experience related to K12 technology implementations</td>
<td></td>
</tr>
<tr>
<td>Education/Training/Certifications</td>
<td></td>
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<tr>
<td>References</td>
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<tr>
<td>Define the time devoted to the referenced projects</td>
<td></td>
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<tr>
<td>Define role and responsibility related to the referenced projects</td>
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</tr>
<tr>
<td>Define the projected time this individual will be devoted to this project</td>
<td></td>
</tr>
<tr>
<td>Define the role and responsibility for this individual as it would relate to this project</td>
<td></td>
</tr>
</tbody>
</table>
Resumes for Key Staff

Please copy as many times as necessary.

Training Staff

<table>
<thead>
<tr>
<th>Training Staff</th>
<th>Vendor Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
</tr>
</tbody>
</table>

# Years Training Experience

Briefly describe 3 projects of comparable size, type (integration of multiple vendor's software, support services, etc.) complexity that demonstrate successful experience.

Approximate begin and end dates of each project

Describe knowledge and experience related to K12 technology implementations

Education/Training/Certifications

References

Define the time devoted to the referenced projects

Define role and responsibility related to the referenced projects

Define the projected time this individual will be devoted to this project

Define the role and responsibility for this individual as it would relate to this project
**PRICE PROPOSAL PAGE** — In addition to this pricing information bidders shall provide all other pricing requested in a format of their choosing. Bidders shall provide an annual per unit lease cost which is inclusive of all services and warranties. Additionally, the bidder shall provide a breakout showing all costs.

Bidders are reminded to place all pricing information in a separate sealed envelope.

Units for Purchase will be a percent off manufacturer's list price. Vendors shall list all possible manufacturers with corresponding percentage off. Bidders may make copies of this page as necessary.

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Percentage Off List Price</th>
</tr>
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<tbody>
<tr>
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**REGULAR HOURLY LABOR RATE** for one (1) Certified Repair Technician:

BID: $______________________________ (IN DOLLARS)

BID: _______________________________ (IN WRITING)

(Signature of Bidder) (Date)

FORM OF PROPOSAL 00400-7
CERTIFIED TECHNICIAN FORM:

INSTRUCTIONS:

1. Complete and return this form with your bid. Do not provide the information on any other form or paper. Make as many copies of this form as needed to accommodate all employees who may be used for BCPS project.
2. Provide the name, position (title) and date of hire for each worker on staff as a full-time, not contractual employee.

EMPLOYEE #1
Name/Title of Worker __________________________ Date of hire __________

EMPLOYEE #2
Name/Title of Worker __________________________ Date of hire __________

EMPLOYEE #3
Name/Title of Worker __________________________ Date of hire __________

EMPLOYEE #4
Name/Title of Worker __________________________ Date of hire __________

EMPLOYEE #5
Name/Title of Worker __________________________ Date of hire __________

EMPLOYEE #6
Name/Title of Worker __________________________ Date of hire __________

EMPLOYEE #7
Name/Title of Worker __________________________ Date of hire __________

EMPLOYEE #8
Name/Title of Worker __________________________ Date of hire __________

EMPLOYEE #9
Name/Title of Worker __________________________ Date of hire __________

EMPLOYEE #10
Name/Title of Worker __________________________ Date of hire __________

I affirm that the above are full-time, properly trained, experienced, and qualified employees and not part-time, contractual, or temporary employees, and that the Bidder agrees that these are the only employees to be used for work at BCPS sites.

(Signature of Bidder) __________________________ (Date) __________

FORM OF PROPOSAL 00400-8
REFERENCES

List at least 3 references (preferably school systems) — one may be with BCPS, customers of your organization over the last five (5) years. References—should include items of similar scope and size for which your firm has provided service. Make additional copies of this page if necessary.

Reference #1

Customer/Client Name

Description of Product or Services Provided to Customer/Client

Representatives Name ( ) Representative’s Phone # ( ) Fax Number Email

Reference #2

Customer/Client Name

Description of Product or Services Provided to Customer/Client

Representatives Name ( ) Representative’s Phone # ( ) Fax Number Email

Reference #3

Customer/Client Name

Description of Product or Services Provided to Customer/Client

Representatives Name ( ) Representative’s Phone # ( ) Fax Number Email

(Signature of Bidder) (Date)

FORM OF PROPOSAL 00400-9
ADDENDA

(If applicable) Please complete and return with your bid response.

I, the undersigned, acknowledge receipt of the following addenda to this solicitation.

Addendum #1 - Date Received ___________
Addendum #2 - Date Received ___________
Addendum #3 - Date Received ___________
Addendum #4 - Date Received ___________

__________________________
Signature

__________________________
Title

__________________________
Supplier Name
PROPOSAL SHEET

I/We certify that to the best of my/our knowledge, that neither this firm, nor any of its officers, directors or partners nor any of its employees directly involved in obtaining contracts with Federal, State or Local Agencies have been found in violation or attempting to violate procurement articles of the Annotated Code of Maryland (S.F. Section 18.202).

I/We certify that this bid is made without any previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same supplies, materials, and equipment, and (contracted) services, and is in all respects fair and without collusion or fraud.

I/We certify that all material and equipment bid by this firm, to be supplied to the Baltimore County Public Schools meets all safety and health standards as prescribed by the rules and regulations of the Maryland Occupational Safety and Health Act (MOSHA). MOSHA STANDARDS 29 CFR 1910.

I/We certify that all materials delivered to, and/or used or brought on to BCPS property is accompanied by a manufacturer’s certification verifying/confirming item(s) to be “asbestos free.”

I/We certify that this firm adheres to or follows non-discriminatory practices with respect to the employment or promotion of personnel without regard to color, creed, race, sex, or national origin.

I/We propose to furnish, package, mark, and deliver to the Baltimore County Public Schools, the supplies, materials or equipment as required in the accompanying specifications at the unit prices indicated.

I/We certify that this firm is aware of and adheres to Section 11-722(c) of the Criminal Procedure Article, of the Annotated Code of Maryland.

Is your company a certified Minority Business Enterprise with the State of Maryland? Yes No MDOT #

Please indicate which group qualifies the business as a Minority Business Enterprise:

(African American) (Alaskan Native) (Asian) (Women) (Hispanic) (American Indian) (Physical or Mental Disabled Individual)

Is your company a small business with less than fifty (50) employees which generates annual revenue less than ten (10) million dollars? Yes No

Is your business located within Baltimore County, Maryland? Yes No

As the duly authorized representative of the bidder and having the legal authority to make this proposal, I hereby declare that I have carefully examined Terms, Conditions, Requirements, Specifications and Drawings (including all Addenda), forming a part of the Contract and agree to furnish all permits, inspections, labor, equipment, and materials to complete work as specified for the price as indicated for the Baltimore County Public Schools.

COMPANY: ___________________________ FEDERAL ID# __________
ADDRESS: ___________________________

SIGNATURE: ___________________________

TYPED NAME/TITLE: ___________________________

TELEPHONE: __________ FAX __________ DATE __________

E-MAIL: __________________________

RETURN BID TO: Office of Purchasing
6901 Charles Street, Building "E", 1st Floor
Towson, Maryland 21204
Include Solicitation Number

FORM OF PROPOSAL 00400-11
STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that

1. I am ________________________ and the duly authorized representative of the firm

   of ________________________, who address is ____________________________________________

   on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded not contendo to a charge of, or have during the course of official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1957, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the 

   Annotated code of Maryland or under the laws of any state or federal government.

3. (State "none" or, as appropriate, list any conviction, please, or admission described in paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any.)

   ____________________________________________

   I acknowledge that this affidavit is to be furnished to the requesting agency, to the Secretary of Budget and Fiscal Planning of Maryland, and, where appropriate, to the Board of Public Works and the Attorney General under 16-202, S.F. of the Annotated Code of Maryland. I acknowledge that if the representations set forth in this affidavit are not true and correct, the State may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with 16-203, S.F. of the Annotated Code of Maryland, which provides that certain persons who have been convicted or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

   I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

   ___________________________  ___________________________  ___________________________

   Witness  Signature  Date

STATE OF MARYLAND TAX CERTIFICATION

At the time a bid or proposal for a State procurement contract of $10,000 or more is submitted, the bidder or offeror shall certify to the procurement officer that the bidder or offeror has paid all taxes, unemployment insurance contributions, reimbursement payments, and interest not barred by limitations and payable to the comptroller, the Department of Assessments and Taxation or the Department of Economic and Employment Development or has provided for payment in a manner satisfactory to the unit responsible for collection; and if the bidder or offeror is a vendor of tangible personal property, the bidder or offeror possesses a valid sales and use tax license under Title 11, Subtitle 7 of the Tax - General Article.

I acknowledge that this certificate is to be furnished to the requesting agency, and to the Comptroller of the Treasury, Sales and Use Tax Division under 13-222, S.F. of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this certificate are not true and correct, the State may terminate any contract awarded and take any other appropriate action.

BIDDERS SHALL PROVIDE STATE OF MARYLAND TAX CERTIFICATION NUMBER ON THE LINE DIRECTLY BELOW:

   ___________________________  ___________________________  ___________________________

   I do solemnly declare and affirm under the penalties of perjury that the contents of this certificate are true and correct.

   ___________________________  ___________________________  ___________________________

   Witness  Signature  Date

   ___________________________  ___________________________  ___________________________

   Name/Title (please type or print)  Name/Title (please type or print)  Date

FORM OF PROPOSAL  00400-12
CERTIFICATION REGARDING U.S. GOVERNMENT DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR, part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

________________________________________________________________________
Name and Title of Authorized Agency/Organization Representative

________________________________________________________________________
Signature Date

________________________________________________________________________
Agency/Organization

*Above certification instituted by the U.S. Department of Education for all grantees and sub grantees as of fiscal year 1990.
Board of Directors - Diversity Affidavit

This documentation is required by the statutory regulation, Bids, §5-112, Annotated Code of Maryland. Education enacted July 1, 2000. All bidders interested in submitting proposals on school construction projects shall provide information that identifies the diversity of its Board of Directors. Said diversity shall be identified by completion of this form. Failure to provide said documentation may be cause for rejection of the bidder's proposal as non-responsive.

<table>
<thead>
<tr>
<th>Name of Corporation/Business</th>
<th>BCPS Bid No.</th>
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List of Board of Directors

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<tr>
<th>Name of Individual</th>
<th>Title</th>
<th>Diversity (See Legend)</th>
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Diversity Legend:  (1) African Americans; (2) Alaskan Native; (3) American Indian/Native Americans; (4) Asians; (5) Hispanics; (6) Physically or mentally disabled individuals; (7) Women; or (8) A non-profit entity organized to promote the interests of physically or mentally disabled individuals; (9) Caucasian. Note: It is understood that an individual may qualify for more than one designation. Multiple designations shall be so noted on the form.
SMALL BUSINESS ENTERPRISE AFFIDAVIT

The undersigned does hereby make the following Affidavit. I affirm that my company or I am a Small Business Enterprise (SBE). A Small Business is a for-profit business, other than a broker, that meets the following criteria:

1. it is independently owned and operated;
2. it is not a subsidiary of another business;
3. it is not dominant in its field of operation;
4. its wholesale operations did not employ more than 50 persons, and its gross sales did not exceed an average of $2,000,000 in its most recently completed 3 fiscal years;
5. its retail operations did not employ more than 25 persons, and its gross sales did not exceed an average of $2,000,000 in its most recently completed 3 fiscal years;
6. its manufacturing operations did not employ more than 100 persons, and its gross sales did not exceed an average of $2,000,000 in its most recently completed 3 fiscal years;
7. its service operations did not employ more than 100 persons, and its gross sales did not exceed an average of $2,000,000 in its most recently completed 3 fiscal years; and
8. its construction operations did not employ more than 50 persons, and its gross sales did not exceed an average of $7,000,000 in its most recently completed 3 fiscal years.
9. BCPS reserves the right to request tax documents to support such a claim.

Name and Title: 

Company: 

Street Address: 

City, State, Zip: 

Business Phone 

Signature ___________________________ Date __________ Witness ___________________________ Date __________

Print Name Signed Above ___________________________ Print Name Signed Above ___________________________

1) Board of Education of Baltimore County Policy No. 3200; Board of Education of Baltimore County Superintendent’s Rule No. 3200 (Policy Adopted 9/10/88).

FORM OF PROPOSAL 00400-15
SMALL AND MINORITY BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT

The undersigned as a contractor does hereby make the following Affidavit. I acknowledge the Small Business Enterprise (SBE) and Certified Minority Business Enterprise (MBE) participation goal of fourteen (14) percent for the contract with the Baltimore County Board of Education, and commit to make a good faith effort to achieve this goal. In the solicitation of subcontract quotations or offers, all SBE and MBE subcontractors and suppliers were provided not less than the same information and amount of time to respond to the solicitations as non-Small Business Enterprise and Minority Business Enterprise subcontractors.

The solicitation process was conducted in such a manner so as to otherwise not place SBE and MBE subcontractors at a competitive disadvantage to non-SBE and MBE subcontractors.

I UNDERSTAND THAT THE FAILURE TO SUBMIT THIS AFFIDAVIT TO THE BOARD OF EDUCATION MAY RESULT IN A DETERMINATION THAT THIS BID IS NON-RESPONSIVE.

I understand that I must submit the SBE/MBE documentation described in the bid documents at the time of bid. Furthermore, I understand that failure to comply with this contract requirement may result in a determination that my bid is non-responsive and therefore would not be awarded to me.

I understand and agree that, if awarded the contract, we will implement the provisions of the above paragraph with respect to subcontracts to be let after the award of the contract, but that such subcontracts will not be let until the Board of Education has reviewed and approved the SBE/MBE submittals.

I understand and agree that, if awarded the contract, I will and do hereby authorize representatives of the Baltimore County Board of Education to examine, from time to time, the books, records and files of this organization to the extent that such data relates and pertains to the affirmative action pursuant to this contract.

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

____________________________  __________________________
Company Name  Signature

____________________________  __________________________
Address  Printed Name

Sworn and subscribed before me this _______ day of ________, _______ in the year ________.

____________________________
Notary Public

FORM OF PROPOSAL  00400-16
Baltimore County Public Schools
SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE AND BIDDER'S
STATEMENT OF INTENT

PROJECT NAME:______________________________

PROJECT LOCATION:______________________________

A. Name of Bidder:______________________________
B. Name of SBE/MBE:______________________________

Indicate with an "X" SBE or MBE status: ______ MBE ______ SBE

SBE/MBE Phone Number:___________________ Fax Number:___________________

1. Work or Services to be performed by SBE/MBE:____________________________________

2. Subcontract Amount: $_______________________

3. SBE/MBE Commencement Date:______________ Completion Date:______________

4. This SBE/MBE subcontract represents the following percentage of the total value of the contract: _________ %

The undersigned subcontractor and bidder will enter into a contract for the work/service/supplies indicated above subject to the bidder's execution of a contract for the above referenced project with the Baltimore County Board of Education. The undersigned subcontractor is a Small Business Enterprise and/or a Certified Minority Business Enterprise (certifying agency & no. ________________________). The terms and conditions stated above are consistent with our agreements.

(Signature of Subcontractor) (Date)

The terms and conditions stated above are consistent with our agreements.

(Signature of Bidder) (Date)

FORM OF PROPOSAL 00400-17
Baltimore County Public Schools
Small Business and Certified Minority Business Enterprise Request for Waiver

Project Name: ___________________________ Bid No. __________________
Total contract amount (with accepted alternates) $____________________
14% of total contract value $____________________
SBE/MBE participation in this contract $____________________ (___ %)

I do hereby request that an exception be granted to the requirement that a minimum of 14 percent of the total value of this contract be placed with a Small Business Enterprise (SBE) and/or Certified Minority Business Enterprise (MBE). I hereby certify that my position is ____________________________ and I am the duly authorized representative of ____________________________ (Company Name).

I do further certify that I have submitted a Small Business Enterprise and Certified Minority Business Enterprise and Bidder Statement of Intent form which reflects the percentage and dollar value of SBE/MBE participation, which my company expects to achieve for this contract. That dollar value is $____________ and the percentage is _____%. Therefore, the Request for Waiver is for $____________ and _______%.

To support this Request for Waiver, I include the following information as attachments, which I certify to be true to the best of my knowledge, information and belief:

1. A detailed statement of the efforts made to identify and select portions of the work to be performed by subcontracts in order to increase the likelihood of achieving the stated goal;
2. A detailed statement of the efforts made to solicit small business enterprise and/or certified minority business enterprise firms;
3. A detailed statement of the efforts to make personal contact with SBE/MBE firms identified for item (2) above;
4. A record of the name, address, telephone number, and dates contacted for each SBE/MBE firm for items (2) and (3) above;
5. A description of the information provided to SBE/MBE firms regarding the plans, specifications, and the anticipated time schedule for portions of the work to be performed;
6. A detailed statement of reasons for the rejection of a subcontractor's quotation from the SBE/MBE firm which the bidder considers not be acceptable; and,
7. A list of SBE/MBE subcontractors found to be unavailable. This shall be accompanied by a Small Business Enterprise/Certified Minority Business Enterprise Subcontractor Unavailability Certificate form signed by the SBE/MBE firm and the bidder.

_________________________________________ Date
Signature

Sworn and subscribed before me this ____________ day of __________________________ in the year ________

_________________________________________
Notary Public

Reviewed and approved by the Baltimore County Board of Education MBE Liaison

_________________________________________ Date
Signature

FORM OF PROPOSAL

00400-18
### Section I

It is hereby certified that the firm of ________________________________ *(Name of SBE/MBE firm)*

Located at ________________________________ *(Complete Mailing Address)*

was offered an opportunity to bid on the ________________________________ school project in Baltimore County

by ________________________________ *(Name of School)*

### Section II

The ________________________________ *(Name of SBE/MBE Firm)* is either unavailable for the work/service, is unable to prepare a bid for this project or did not respond to a request for a price proposal for the following reason(s):

______________________________ *(Certifying Agency & Number)*  ________________________________ *(Signature)*

______________________________ *(Telephone Number)*  ________________________________ *(Title and Date)*

### Section III

To be completed by the potential award bidder if Section II of this form is not completed by the small Business or certified minority business enterprise.

To the best of my knowledge, information and belief said Small or Minority Business Enterprise is either unavailable for the work/service for this contract, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

______________________________ *(Signature)*

______________________________ *(Title and Date)*

FORM OF PROPOSAL 00400-19
NO BID SHEET (use only when not participating in bid)

PLEASE CHECK THE APPROPRIATE ITEM/S

1. We wish to submit a NO BID at this time. The reason for submitting a NO BID is:

________________________________________________________________________

*Failure to complete the above and return this form to the Purchasing Office may result in your removal from the Baltimore County Public School approved vendor list for this bid.

2. Please include our name to RECEIVE FUTURE BIDS for the FOLLOWING GOODS/SERVICES:

________________________________________________________________________

3. Please DELETE our name from future bids for this commodity.

4. Please COMPLETE the following:

Is your company a certified Minority Business Enterprise with State of Maryland? ___Yes ___No  MDOT# ___
Please indicate which group qualifies the business as a Minority Business Enterprise.

African American  Asian  Women  Hispanic  American Indian  Physically or Mentally disabled Individual

Is your company a small business with less than fifty (50) employees which generates an annual revenue less than ten (10) million dollars? ___Yes ___No

Is your business located within Baltimore County, Maryland? ___Yes ___No

COMPANY

AUTHORIZED SIGNATURE

TYPED NAME/TITLE

ADDRESS

CITY/STATE/ZIP

PHONE

FAX

Return to: Baltimore County Public Schools
Purchasing Agent
8901 Charles Street, Building "E", 1st Floor
Towson, Maryland 21204

FORM OF PROPOSAL 00400-20
MINORITY BUSINESS ENTERPRISE PROCEDURES
FOR
STATE FUNDED
PUBLIC SCHOOL CONSTRUCTION PROJECTS
Revised JUNE 2008

Approved by the Baltimore County Board of Education on
October 1, 2008.

These procedures supersede the latest procedures which were previously approved
June 1, 2005.

DATE OF ORIGINAL APPROVAL: June 10, 1982
DATE OF REVISION: October 1, 2008

These procedures were approved by the Interagency Committee on School Construction on June
26, 2008 and shall be utilized by each public school system in Maryland as a condition for the
receipt of State funds through the Public School Construction Program.

The effective date for implementation for projects in Baltimore County is October 1, 2008.
MINORITY BUSINESS ENTERPRISE PROCEDURES FOR STATE FUNDED PUBLIC SCHOOL CONSTRUCTION PROJECTS

TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SUBJECT HEADING</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>BACKGROUND</td>
<td>1</td>
</tr>
<tr>
<td>OVERVIEW</td>
<td>1</td>
</tr>
<tr>
<td>1.0 PURPOSE</td>
<td>1</td>
</tr>
<tr>
<td>2.0 EFFECTIVE DATE</td>
<td>2</td>
</tr>
<tr>
<td>3.0 DEFINITIONS</td>
<td>2</td>
</tr>
<tr>
<td>4.0 MBE GOAL SETTING PROCEDURES</td>
<td>4</td>
</tr>
<tr>
<td>5.0 IMPLEMENTING PROCEDURES - $50,000 OR LESS</td>
<td>5</td>
</tr>
<tr>
<td>6.0 IMPLEMENTING PROCEDURES - OVER $50,000</td>
<td>6</td>
</tr>
<tr>
<td>6.1 ADVERTISEMENTS, SOLICITATIONS AND SOLICITATION DOCUMENTS</td>
<td>6</td>
</tr>
<tr>
<td>6.2 OTHER ADVERTISEMENT AND OUTREACH REQUIREMENTS</td>
<td>7</td>
</tr>
<tr>
<td>6.3 ALL SOLICITATION DOCUMENTS SHALL INCLUDE</td>
<td>7</td>
</tr>
<tr>
<td>6.4 WAIVER PROCEDURES</td>
<td>9</td>
</tr>
<tr>
<td>6.5 ALL CONTRACTS SHALL INCLUDE</td>
<td>10</td>
</tr>
<tr>
<td>6.6 PROJECTS UTILIZING A CONSTRUCTION MANAGER DELIVERY METHOD</td>
<td>12</td>
</tr>
<tr>
<td>6.7 PROJECTS UTILIZING AN INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) OR JOB ORDER CONTRACT (JOC) DELIVERY METHOD</td>
<td>13</td>
</tr>
<tr>
<td>6.8 PROJECTS UTILIZING THE DESIGN/BUILD DELIVERY METHOD</td>
<td>13</td>
</tr>
<tr>
<td>7.0 RECORDS AND REPORTS</td>
<td>14</td>
</tr>
<tr>
<td>8.0 MONITORING</td>
<td>15</td>
</tr>
<tr>
<td>9.0 MINORITY BUSINESS ENTERPRISE LIAISON</td>
<td>16</td>
</tr>
</tbody>
</table>

ATTACHMENTS

ATTACHMENT A - CERTIFIED MINORITY BUSINESS ENTERPRISE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

ATTACHMENT B - MBE PARTICIPATION SCHEDULE

ATTACHMENT C - OUTREACH EFFORTS COMPLIANCE STATEMENT

ATTACHMENT D - MINORITY BUSINESS ENTERPRISES SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

ATTACHMENT E - MINORITY SUBCONTRACTOR UNAVAILABILITY CERTIFICATE

ATTACHMENT F - MBE WAIVER DOCUMENTATION

ATTACHMENT G - STANDARD MONTHLY CONTRACTOR'S REQUISITION FOR PAYMENT (IAC/PSCP FORM 306.4, PAGE 3 OF 16)

ATTACHMENT H - CLOSE-OUT COST SUMMARY (IAC/PSCP FORM 306.6)
MINORITY BUSINESS ENTERPRISE PROCEDURES FOR STATE FUNDED PUBLIC SCHOOL CONSTRUCTION PROJECTS

BACKGROUND

In 1978, the Maryland General Assembly passed legislation, which was signed into law to establish the State’s Minority Business Enterprise Program. This new law set as a goal that at least 10 percent of each unit of State government’s total dollar value of procurement contracts for purchases and/or contracts be awarded to minority business enterprises. This law was subsequently modified and the goal was increased to 14 percent. More recently, in 2001, the goal was increased to 25 percent with subcontracting sub-goals of 7 percent for certified African American-owned businesses and 10 percent for certified women-owned businesses.

In 1979, the Rules, Regulations, and Procedures for the Administration of the School Construction Program were revised by the Board of Public Works to require each local board of education to adopt procedures to attempt to include minority business enterprises in State funded school construction projects. The State law was revised and now states: “The Interagency Committee on School Construction (IAC) shall require each local board of education to adopt procedures consistent with this chapter before obtaining funds for public school construction projects”.

In May 2007, the Rules, Regulations, and Procedures were replaced by regulations. The regulations concerning project procurement (COMAR 23.03.03) indicate that the State’s minority business enterprise goals and procedures apply to all State funded projects, irrespective of procurement method.

OVERVIEW

This Minority Business Enterprise (MBE) procedure document was originally developed in response to a requirement set forth in the Rules, Regulations, and Procedures for the Administration of the School Construction Program. The MBE requirement was originally established under HB 64, which was passed in the 1978 session of the Maryland General Assembly and signed into law as Chapter 575 of the Acts of 1978.

Since the Board adopted its original Minority Business Enterprise Procedures, there have been changes in State statutes, regulations adopted by the Board of Public Works, procedural requirements, project eligibility requirements and the level of State participation in school construction projects. This revised procedure is consistent with current legislation and the changes to the Code of Maryland Regulations (COMAR) requirements, effective November 7, 2005 and May 21, 2007.

1.0 PURPOSE

The purpose of the Procedures is to fulfill the intent of the law by setting goals for minority business enterprise participation in every contract that includes State funding through the Public School Construction Program. Local Educational Agencies (LEAs) shall attempt to achieve the result that a minimum of 25 percent of the total dollar value of all construction contracts is made directly or indirectly with certified minority business enterprises when State Public School Construction Program (SPSCP) funds are utilized, with a minimum of 7 percent from certified African American-owned businesses, a minimum of 4 percent from certified Asian American-owned businesses, and the balance from any certified minority business enterprises. All general contractors, including certified MBE firms, when bidding as general or prime contractors are required to attempt to achieve the MBE subcontracting goals from certified MBE firms.
2.0 EFFECTIVE DATE

These procedures have been adopted for use in Baltimore County and supersede previously utilized MBE procedures, and will take effect on or after October 1, 2008.

3.0 DEFINITIONS

1. Certification means the determination that a legal entity is a minority business enterprise consistent with the intent of Subtitle 3 of the State Finance and Procurement Article.

2. Certified Minority Business Enterprise means a minority business that holds a certification issued by the Maryland State Department of Transportation (MDOT).

3. Corporation, as defined by MDOT, is an artificial person or legal entity created by or under the authority of the laws of any state of the United States, the District of Columbia or a territory or commonwealth of the United States and formed for the purpose of transacting business in the widest sense of that term, including not only trade and commerce, but also manufacturing, mining, banking, insurance, transportation and other forms of commercial or industry activity where the purpose of the organization is profit. For eligibility for certification, disadvantaged and/or minority individuals must own at least 51 percent of the voting stock and at least 51 percent of the aggregate of all classes of stock that have been issued by the corporation. (Note: stock held in trust is not considered as stock held by the disadvantaged businesspersons when computing the business person(s) ownership.)

4. Managerial Control, as defined by MDOT, means that a disadvantaged or minority owner(s) has the demonstrable ability to make independent and unilateral business decisions needed to guide the future and destiny of a business.

Control may be demonstrated in many ways. For a minority owner to demonstrate control, the following examples are put forth, but are not intended to be all inclusive:

a. Articles of Incorporation, Corporate Bylaws, Partnership Agreements and other agreements shall be free of restrictive language which would dilute the minority owner’s control thereby preventing the minority owner from making those decisions which affect the destiny of a business;

b. The minority owner shall be able to show clearly through production of documents the areas of the disadvantaged business owner’s control, such as, but not limited to:

1) Authority to sign payroll checks and letters of credit;
2) Authority to negotiate and sign for insurance and/or bonds;
3) Authority to negotiate for banking services, such as establishing lines of credit; and
4) Authority to negotiate and sign for contracts.

c. Agreements for support services that do not lessen the minority owner’s control of the company are permitted as long as the disadvantaged or minority business owner’s authority to manage the company is not restricted or impaired.

5. Minority Business Enterprise (MBE) means any legal entity, except a joint venture, that is (a) organized to engage in commercial transactions, and (b) at least 51 percent owned and controlled by one or more individuals who are socially and economically disadvantaged including:

   African Americans;
   American Indian/Native Americans;
   Asians;

   and...
Hispanics;  
Physically or mentally disabled individuals;  
Women; or  
A non-profit entity organized to promote the interests of physically or mentally disabled individuals.

6. Minority Business Enterprise Liaison means the employee of the school system designated to administer the Minority Business Enterprise Procedures for State funded public school construction projects.

7. Operational Control, as defined by MDOT, means that the disadvantaged or minority owner(s) must possess knowledge necessary to evaluate technical aspects of the business entity. The primary consideration in determining operational control and the extent to which the disadvantaged or minority owner(s) actually operates a business will rest upon the specialties of the industry of which the business is a part. The minority owner should have a working knowledge of the technical requirements needed to operate in his/her industry. Specifically, in the construction industry and especially among small (one to five person firms) contractors, it is reasonable to expect the disadvantaged or minority owner(s) to be knowledgeable of all aspects of the business. Accordingly, in order to clarify the level of operational involvement which a minority owner must have in a business for it to be considered eligible, the following examples are put forth, but are not intended to be all inclusive:

a. The minority owner should have experience in the industry for which certification is being sought; and  
b. The minority owner should demonstrate that basic decisions pertaining to the daily operations of the business are independently made. This does not necessarily preclude the disadvantaged or minority owner(s) from seeking paid or unpaid advice and assistance. It does mean that the minority owner currently must possess the knowledge to weigh all advice given and to make an independent determination.

8. Ownership, as defined by MDOT, means that:

a. The minority owner(s) of the firm shall not be subject to any formal or informal restrictions, which limit the customary discretion of the owner(s). There shall be no restrictions through, for example, charter requirements, by-law provisions, partnership agreements, franchise or distributor agreements or any other agreements that prevent the minority owner(s), without the cooperation or vote of any non-minority, from making a business decision of the firm.  
b. This means that the disadvantaged or minority persons, in order to acquire their ownership interests in the firm, have made real and substantial contributions of capital, expertise or other tangible personal assets derived from independently owned holdings without benefit of a transfer of assets, gift or inheritance from non-minority persons. Examples of insufficient contributions include a promise to contribute capital, a note payable to the firm or its owners who are not minority persons or the mere participation as an employee rather than as a manager. If the ownership interest held by a disadvantaged or minority person is subject to formal or informal restrictions, such as options, security interests, agreements, etc., held by a non-minority person or business entity, the options, security interests, agreements, etc., held by the non-minority person or business entity must not significantly impair the disadvantaged or minority person’s ownership interest.

9. Partnership means an unincorporated association of two or more persons to carry on as co-owners of a business for profit. For a partnership to be deemed eligible for certification under the MDOT Program, the disadvantaged or minority person’s interest must be at least 51 percent of the partnership capital.
10. Socially and Economically Disadvantaged means a citizen or lawfully admitted permanent resident of the United States who is socially disadvantaged and economically disadvantaged. The law establishes the level of personal net worth at $1,500,000, above which an individual may not be found to be socially and economically disadvantaged.

11. Sole Proprietorship, as defined by MDOT, is a for-profit business owned and operated by a disadvantaged or minority person in his or her individual capacity. For a sole proprietorship to be deemed eligible for certification under the DBE/MBE Program, the disadvantaged or minority person must be the sole proprietor.

4.0 MBE GOAL SETTING PROCEDURES

1. The MBE program requires that all race-neutral measures be considered before making use of race-based measures. Using a combination of race-neutral and race-based measures for each specific school construction project will help ensure that certified MBE firms are afforded the opportunity to submit bids and be utilized to the greatest extent possible.

2. Race-neutral measures include any action taken by the LEA to make it easier for all contractors, including MBEs, to compete successfully for public school construction project contracts.

3. Race-based measures include setting an overall MBE goal and MBE subgoals, if applicable, based upon race, gender, ethnicity, etc., for a specific project.

4. The overall MBE goal and the subgoals, if applicable, should be set for each specific project, considering but not limited to, the following factors:
   a. The extent to which the work to be performed can reasonably be segmented to allow for MBEs to participate in the project;
   b. A determination of the number of certified MBEs that potentially could perform the identified work;
   c. The geographic location of the project in relationship to the identified certified MBEs;
   d. Information obtained from other State departments/agencies related to establishing a MBE goal and/or subgoals for similar construction projects or work in the jurisdiction;
   e. Information obtained from other State departments/agencies related to MBE participation in similar construction projects or work in the jurisdiction; and
   f. Any other activities or information that may be identified as useful and productive.

5. The Superintendent or designee shall establish one or more procurement review groups (PRG). The PRG must include at a minimum the MBE liaison and the Procurement Officer (PO) or a representative from the procurement office. The PRG could also include a capital improvement project manager, the project architect, the cost estimator, the Construction Manager, and/or other individuals selected by the Superintendent or designee.
   a. The PRG should communicate and/or meet as needed to consider the subcontracting goal and subgoals, if applicable, for individual projects or groups of projects.
   b. The PRG should consider the factors cited in 4 above when establishing the MBE goal and subgoals, if applicable, for each project or segmented piece of a project that are reasonable and attainable.
   c. The PRG must complete and submit a written analysis for each state funded school construction project with an estimated cost that is expected to exceed $200,000.
1. A MBE goal and/or MBE subgoals are not required to be set for contracts that are anticipated to be for $50,000 or less.

2. All advertisements, solicitations, and solicitation documents shall include the following statement:
   a. "Certified Minority Business Enterprises are encouraged to respond to this solicitation."

3. To encourage greater MBE participation the staff of the school system should send out notices of potential projects and a specific project to MBEs to solicit bids or proposals directly from minority business enterprise contractors that are certified.

4. A copy of the solicitation notice, preferably electronically, shall be sent to the Governor's Office of Minority Affairs at the same time the advertisement for the solicitation is released.

5. When a pre-bid or pre-proposal conference or meeting is held, the MBE liaison or designated representative shall explain that all bidders or offerors are encouraged to utilize certified MBEs for this project or segments of the project.

6. Upon request for a specific project, the school system shall provide one set of drawings and specifications (and addenda when issued) to minority business enterprise associations recognized by the Governor's Office of Minority Affairs. They will be available free of charge to be picked up at a location designated by the LEA. A review of the bid or proposal activity submitted by an association's members may be initiated to justify continuation of this service.

7. Minority Business Enterprise forms identified in Section 6.0 of this procedure for projects over $50,000, are not required to be submitted for these projects ($50,000 or less).

8. The names of prime contractors obtaining drawings and specifications will be shared with certified MBEs and MBE associations, upon request.

9. At the time of the contract award, the MBE Liaison or a designated person will record any anticipated certified minority business enterprise participation data made available from the successful contractor.

10. A business that presents itself as a minority business may participate in a project but may not be counted toward MBE participation until it is a certified minority business enterprise. If the MBE is not certified at the time of contract award, it may not be counted at that time. Only the funds paid after MDOE certification can be counted as MBE participation in the project. If a certified MBE fails to meet the standards specified in State Finance and Procurement Article 14-301 (G) and (I), Annotated Code of Maryland, the payments made to the MBE can be recorded and counted under a contract entered into when the MBE was eligible and certified. Ineligibility of an MBE to participate in the MBE program may not be the sole cause of the termination of the MBE contractual relationship for the remainder of the term of the contract.

11. The contractor will complete the Standard Monthly Contractor's Requisition for Payment (FAC/PSCP Form 306.4), specifically page 3 of 16, Minority Business Enterprise Participation, with each requisition submitted for payment. If certified MBE firms are known at the time of contract award their names and other appropriate information should be entered on page 3 of the first and all subsequent requisitions for payment. Any MBEs identified during the life of the project should be added as soon as the contractor engages them.
12. Upon completion of the project the contractor will provide a summary of the total of all funds paid to certified MBE firms. This should be within the contractor’s final requisition for payment.

6.0 IMPLEMENTING PROCEDURES - Over $50,000

For construction projects estimated to cost in excess of $50,000, the following procedures will be utilized:

1. All advertisements, solicitations, and solicitation documents shall include the following statements:

   a. "Certified Minority Business Enterprises are encouraged to respond to this solicitation notice."

   b. "The contractor or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the specific overall MBE goal of ___ percent established for this project. All prime contractors, including certified MBE firms, when submitting bids or proposals as general or prime contractors, are required to attempt to achieve this goal from certified MBE firms."

   c. If subgoals have been established for this project then one of the following should be included:

      1) “The subgoals established for this project are ___ percent from African American-owned businesses and ___ percent from Asian American-owned businesses.”

      2) “The subgoal established for this project is ___ percent from African American-owned businesses.”

      3) “The subgoal established for this project is ___ percent from Asian American-owned businesses.”

   d. "The bidder or offeror is required to submit with its bid or proposal a completed Attachment A - Certified MBE Utilization and Fair Solicitation Affidavit and Attachment B - MBE Participation Schedule, as described in the solicitation documents.

   e. If there is no overall MBE goal or MBE subgoals established for the project, then only I.A. above is to be included.

2. Other Advertisement and Outreach Requirements

   a. To encourage greater MBE participation the staff of the school system should send out notices of potential projects to MBEs or solicit bids or proposals directly from minority business enterprise contractors that are certified.

   b. A copy of the solicitation notice, preferably electronically, shall be sent to the Governor’s Office of Minority Affairs at the same time the advertisement for the solicitation is released.

   c. Upon request for a specific project, the school system shall provide one set of drawings and specifications (and addenda when issued) to minority business enterprise associations recognized by the Governor’s Office of Minority Affairs. They will be available free of charge to be picked up at a location designated by the LEA. A review of the bid or proposal activity by an association’s members may be initiated to justify continuation of this service.

   d. When a pre-bid or pre-proposal conference is held, the MBE Liaison or designated representative shall explain the MBE goal and subgoals, if applicable; the MBE provisions of the solicitation; the documentation required at the time of submission; its relationship to the responsiveness of the bidder or offeror; how to complete the required attachments, particularly A, B, and C; and additional information and supporting documentation that may be required after the bid or proposal opening. All contractors
who attend the pre-bid or pre-proposal conference should receive a list or information explaining how to obtain a listing of certified MBE firms who could perform the work or have expressed an interest in performing the school construction work required for the specific project in the jurisdiction.

e. The names of prime contractors obtaining drawings and specifications will be shared with certified MBEs and MBE associations, upon request.

f. The MBE liaison, in conjunction with the procurement officer or project staff, should respond to all applicable questions and concerns relating to the project's MBE requirements completely and in a timely fashion to ensure that all potential contractors and subcontractors can compete effectively.

3. All Solicitation Documents Shall Include the Following:

   a. “Certified Minority Business Enterprises are encouraged to respond to this solicitation notice”.

   b. “The contractor or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the result that a minimum of ___ percent of the total contract value is with certified Minority Business Enterprises, with a minimum of ___ percent from certified African American-owned businesses, a minimum of ___ percent from certified Asian American-owned businesses, and the balance from any certified Minority Business Enterprises. All contractors, including certified MBE firms, when submitting bids or proposals as prime contractors, are required to attempt to achieve the MBE goal and subgoals, if applicable, from certified MBEs”. Note: see 6.1.C, above for variations that may be required.

   c. Each bid or offer submitted, including a submittal from a certified MBE in response to this solicitation, shall be accompanied by a completed Attachment A - Certified MBE Utilization and Fair Solicitation Affidavit and a completed Attachment B - MBE Participation Schedule. These two attachments must be accurate and consistent with each other.

   1) Attachment A and Attachment B shall be submitted with the sealed bid price or proposal at a place, date, and time specified in the solicitation document.

   2) As an alternative, and at the discretion of the school system, Attachment A could be submitted with the sealed bid price or proposal at a place, date, and time specified in the solicitation document. The sealed bids or proposals received by the time specified could be held, unopened for a maximum of 30 minutes. Within that time (30 minutes) each bidder or offeror must submit Attachment B, in a separate sealed envelope. The sealed price envelopes from each bidder or offeror who submits both the sealed bid or proposal and the envelope with Attachment B will then be opened and recorded as a visible submission. Any contractor that fails to submit the second envelope, with Attachment B, prior to the specified time allowed (30 minutes) after the submittal of the sealed bid or proposal will be deemed non-responsive and the sealed bid or proposal will not be opened or considered.

   d. The submittal of a completed and signed Attachment A - Certified MBE Utilization and Fair Solicitation Affidavit and a completed and signed Attachment B - MBE Participation Schedule indicates the bidder's or offeror's recognition and commitment to attempt to achieve the MBE goal and/or MBE subgoals, if applicable, for the specific project.

   1) The bidder or offeror recognizes that their efforts made to initiate contact, to solicit, and to include MBE firms in this project will be reviewed carefully and evaluated based upon the actions taken by them prior to and up to 10 days before the bid or proposal opening. Follow-up actions taken by the bidder or offeror within the 10 days prior to the bid opening will also be considered.
2) Based upon this review and evaluation it will be determined, by the MBE liaison, procurement officer, or a designated person, if a good faith effort was made by the apparent low bidder or apparent successful offeror.

e. The bidder or offeror must check one of the three boxes on Attachment A, which relates to the level of MBE participation achieved for the project. The bidder's or offeror's signature indicates that in the event that they did not meet the MBE goal or subgoals, if applicable, that:

1) They are therefore requesting a waiver, and
2) Documentation of their good faith efforts will be provided to the school system staff within 10 days of being notified that they are the apparent low bidder or apparent successful offeror.

f. The bidder or offeror must submit Attachment B (as and when described above), which lists and provides information related to each certified MBE firm that the bidder or offeror will utilize on this project. A completed and accurate Attachment B is required. All of the work specified to be performed by each MBE firm, the contact information, MDOT certification number, minority code, the dollar values, and percentages must be correct.

g. Attachment B should be completed and submitted with all calculations utilizing the base bid or offer only. A revised Attachment B should be submitted by the successful bidder or offeror once a determination is made as to the acceptance and/or rejection of any alternates.

h. If a request for a waiver has been made, the appropriate box on Attachment A has been checked and the attachment signed, then the LEA should obtain and review the apparent low bidder's or successful offeror's supporting documentation of the good faith efforts to justify the granting of the waiver, prior to submitting the contract award for approval to the board of education.

i. The following documentation shall be considered as part of the contract, and shall be furnished by the apparent low bidder or successful offeror to the MBE Liaison or designated person, within ten (10) working days from notification that the firm is the apparent low bidder or successful offeror:

1) A completed Attachment D - Minority Business Enterprise Subcontractor Project Participation Statement shall be completed and signed by the prime contractor and each MBE firm listed on Attachment B - MBE Participation Schedule and Attachment C - Outreach Efforts Compliance Statement shall be signed and completed by the bidder or offeror.

2) Notification for purposes of this procedure means the earliest of the following methods of communication: orally in person, orally by telephone, orally by a telephone message, a faxed communication, a letter by date received or an electronic communication.

3) The ten (10) working days do not include the day the notification is received, weekends or holidays (State or Federal), but the material submitted must be received by the close of business on the tenth day.

4) The requirement to submit the above-listed documentation within the time frame specified will be considered by the IAC in its review of the request for contract award for the project. Failure to submit the required documentation within the time frame specified may result in a delay of the approval of the award of the contract or the materials being returned without the approval of the award of the contract.

4. Waiver Procedures

a. If the apparent low bidder or successful offeror has determined that they are unable to meet the overall MBE goal or subgoals, if applicable, for the project at the time of
submission of a bid or offer, they must check either of the two boxes on Attachment A. The signature recognizes and acknowledges that a request for a waiver is being made. The apparent low bidder or successful offeror will therefore be required to submit information and substantiating documentation that will be reviewed to justify the granting of a waiver.

b. If the apparent low bidder or successful offeror is unable to achieve the overall MBE contract goal and/or the MBE subgoals, if applicable, from certified African American-owned businesses and/or from certified Asian American-owned businesses, the apparent low bidder or successful offeror shall submit, within 10 working days from notification that the firm is the apparent low bidder or successful offeror, a completed Attachment C - Outreach Efforts Compliance Statement, Attachment E - Minority Subcontractors Unavailability Certificate, and Attachment F - MBE Waiver Documentation which shall include the following:

1) A detailed statement of the efforts made by the bidder or offeror to identify and select portions of the work proposed to be performed by subcontractors in order to increase the likelihood of achieving the stated goal;
2) A detailed statement of the efforts made by the bidder or offeror prior to and up to at least ten (10) days before the bid or proposal opening to solicit minority business enterprises through written notices that describe the categories of work for which subcontracting is being solicited, the type of work to be performed and specific instructions on how the bidder or offeror should submit a bid or proposal;
3) Follow-up actions taken by the bidder or offeror within the 10 days prior to the bid or proposal opening will also be considered.
4) A detailed statement of the bidder's or offeror's efforts to make personal contact with MBE firms identified for item (2) above;
5) A record of the name, address, telephone number and dates contacted for each MBE identified under items (2) and (3) above;
6) A description of the information provided to MBEs regarding the drawings, specifications and the anticipated time schedule for portions of the work to be performed;
7) Information on activities to assist minority business enterprises to fulfill bonding requirements or to obtain a waiver of these requirements;
8) Information on activities to publicize contracting opportunities to minority business enterprises, attendance at pre-bid or pre-proposal meetings or other meetings scheduled by the MBE Liaison or designated representative; and
9) As to each MBE that placed a subcontract quotation or offer which the apparent low bidder or successful offeror considers not to be acceptable, a detailed statement of reasons for this conclusion.

c. In addition to any waiver documentation the apparent low bidder or successful offeror shall submit one completed Attachment D - Minority Business Enterprise Subcontractor Project Participation statement for each MBE firm that will participate in the project consistent with the information previously provided at the time of the submission of Attachment B or the revised Attachment B.

d. A waiver of an MBE contract goal or subgoal, if applicable, may be granted by the school system only upon receipt of Attachment C - Outreach Efforts Compliance Statement, Attachment E - Minority Subcontractors Unavailability Certificate, and Attachment F - MBE Waiver Documentation as described above in items 1) through 9).

1) The MBE Liaison will review and accept or reject the minority business enterprise material that is submitted, and could obtain legal advice or assistance from their attorney.
2) The MBE waiver request may not be considered unless all of the documentation specified above has been submitted in a timely fashion by the apparent low bidder or successful offeror.

3) Assistance in the review of a request for a waiver (the documentation and justifications) may be requested from the Public School Construction Program and/or the Governor’s Office of Minority Affairs.

4) If a determination is made that the apparent low bidder or successful offeror did make a good faith effort, based upon review of the documentation submitted, then the waiver must be granted. The award of contract shall then be made. The material and information submitted, including the LEA’s review and analysis notes and conclusion shall be retained in the project file.

5) If a determination is made that the apparent low bidder or successful offeror did not make a good faith effort, based upon review of the documentation submitted, then the waiver should not be granted. The material and information submitted, including the LEA’s review and analysis notes and conclusion, shall be retained in the project file. The award of contract shall then be made to the next lowest bidder or offeror, who meets the contractual requirements, including the MBE requirements.

6) When a waiver is granted, a copy of Attachment F - MBE Waiver Documentation, accepted and signed by a school system representative and with the reasons for the determination, shall be forwarded to the Governor’s Office of Minority Affairs and the Public School Construction Program within ten (10) days after approval of the contract award by the board of education. Failure to submit the required documentation within the time frame specified may result in delayed approval of the award of contract by the IAC.

5. All Contracts Shall Include The Following:

   a. “The contractor shall perform the contract in accordance with the representations made in Attachment A - Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit and Attachment B - MBE Participation Schedule, submitted as part of the bid or proposal”.

   b. “Failure to perform the contract as specified and presented in the bid or proposal submission without prior written consent of the owner shall constitute a violation of a material term of the contract”.

1) The contractor shall structure his/her operations for the performance of the contract to attempt to achieve the MBE goals as stated in the solicitation document.

2) The contractor agrees to use his/her best efforts to carry out these requirements consistent with the efficient and effective performance of the contract.

3) The contractor must ensure that all certified MBEs shall have the maximum practical opportunity to compete for additional subcontract work under the contract, even after the award of the contract.

4) The contractor shall submit monthly to the MBE Liaison or the school system’s designated representative a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.

5) The contractor shall include in its agreements with its certified MBE subcontractors, a requirement that these subcontractors submit monthly to the MBE Liaison or appropriate representative a report that identifies the prime contract and lists all payments received from the contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.

6) The contractor shall cooperate in any reviews of the contractor’s procedures and practices with respect to minority business enterprises, which the MBE Liaison, the Public School Construction Program, and/or the Governor’s Office of Minority Affairs may, from time to time, conduct.
7) The contractor shall maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the contractor and furnished to the MBE Liaison and or appropriate representative on request.

8) All records concerning MBE participation must be retained by the contractor for a period of five years after final completion of the contract, and will be available for inspection by the MBE Liaison, representatives from the Public School Construction Program and/or other designated official entities.

9) At the option of the MBE Liaison or appropriate agency representative, upon completion of the contract and before final payment and/or release of retainage, the contractor shall submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

10) If at any time after submission of a bid or proposal and before execution of a contract, the apparent successful bidder or offeror determines that a certified MBE listed on Attachment B - MBE Participation Schedule has become or will become unavailable, then the apparent successful bidder or offeror shall immediately notify the procurement officer and provide such officer with a reason(s) why the change has occurred. Any desired change in Attachment B - MBE Participation Schedule shall be approved in advance by the procurement officer and shall indicate the contractor's efforts to substitute another certified MBE subcontractor to perform the work. Desired changes occurring after the date of contract execution may occur only upon written approval by the LEA.

11) A business that presents itself as a minority business may participate in a project but the contract value may not be counted toward the MBE goal or subgoals, if applicable, until the business is certified by MDOT. If it is not certified at the time of contract award it may not be counted toward the goal or subgoals, if applicable, at that time. Only the funds paid after MDOT certification can be counted toward meeting the MBE goal or subgoals, if applicable. If a certified MBE fails to meet the standards specified in State Finance and Procurement Article 14-301, Annotated Code of Maryland, the payments made to the MBE can be recorded and counted under a contract entered into when the MBE was eligible and certified. Ineligibility of an MBE to participate in the MBE program may not be the sole cause of the termination of the MBE contractual relationship for the remainder of the term of the contract.

12) Contractors are encouraged to seek additional MBE participation in their contracts during the life of the project. Any additional MBE participation from certified MBEs should be reported to the MBE liaison and should be included in subsequent monthly requisitions for payment.

13) The contractor shall complete the Standard Monthly Contractor's Requisition for Payment (IAC/PSCP Form 306.4), specifically page 3 of 16, Minority Business Enterprise Participation, with each requisition submitted for payment. This submittal should accurately reflect the payments to be made that month to MBEs, and the cumulative total for the period specified. Any and all MBE firms that are identified on Attachment B - MBE Participation Schedule should be included on page 3 of the first and all subsequent requisitions for payment. Any MBEs identified during the life of the project should be added as soon as the contractor engages them.

14) At the completion of the project the contractor shall prepare a written summary of the final certified MBE participation in the contract as compared to the proposed participation at the time of contract award. This should include the name of each certified MBE, the amount that was anticipated to be paid at the time of contract award, the amount actually paid, and an explanation of any differences that have occurred. Special attention should be given to any situations where the final
payments to any MBE was below the level of commitment at the time of contract award.

6. Projects Utilizing a Construction Manager Delivery Method

This section of the procedure has been prepared based upon the utilization of Construction Manager Agency method of delivery. If another alternative method of project delivery is being considered, then these procedures would need to be adapted in consultation with the PSCP before proceeding.

a. For projects that are being designed and solicited utilizing a Construction Manager Agency delivery method with multiple prime contracts, the school system can structure its procedures to attain the overall MBE goal and subgoals, if applicable, for the project as presented below:

b. The MBE liaison and other school system staff should work with the project’s construction manager, cost estimator, and architect, along with any other individuals who could provide assistance, to determine the overall MBE utilization strategy for the work required, appropriate bid packages, and an appropriate overall MBE goal and subgoals, if applicable, for each specific bid or proposal package.

c. The overall MBE goal and subgoals, if applicable, for the project shall represent the aggregate of the individual goals and subgoals, if applicable, set for each bid or proposal package.

d. In setting the specific goals and subgoals, if applicable, for each solicitation package consideration should be given to the potential for MBE participation to the maximum extent possible. The information and procedures provided in section 4.0 MBE Goal Setting Procedures should be consulted and followed for these types of projects.

e. Prior to submitting the construction documents for State review and authorization to solicit bids or proposals, the school system’s representative will prepare a complete list of the individual solicitation packages and indicate the MBE goal and subgoals, if applicable, for each solicitation package. This would include the overall MBE goal and subgoals, if applicable, established in the solicitation documents, the estimated cost for each solicitation package, and the estimated MBE dollar amounts for each solicitation package. A copy of this list should be submitted with the construction documents. The list should be retained as a record by the school system for comparison to the actual contracts awarded with MBE participation, and the final actual MBE participation at the completion of the project.

f. Contractors submitting bids or proposals for solicitation packages that do not include a MBE goal and subgoals, if applicable, would not be required to submit any of the MBE attachments that are otherwise required nor would they be required to indicate that they are requesting a waiver. The school system representative would, however, request information from the contractor at the completion of the project to determine if any certified MBE firms had participated in the contract.

g. All other submittals of MBE materials and reporting requirements are applicable for the project, including the submittal of attachments a and b as described above in section 6.0. This includes the documentation for a request for a waiver, if applicable and appropriate.

7. Projects Utilizing an Indefinite Delivery/Indefinite Quantity (IDIQ) or Job Order Contracting (JOC) Method of Delivery

a. The solicitation should be prepared and the overall MBE goal and subgoals, if applicable, established based upon the type of work that is anticipated to be specified or performed under the contract and the availability of certified MBEs. This could include an analysis of the percentages of the different types of work, the estimated dollar value in the entire contract, and the availability of MBEs.

b. If an overall goal and subgoals, if applicable, are set the bidders or offerors would be required to submit Attachment A - Certified Minority Business Enterprise Utilization and
Fair Solicitation Affidavit in which they could indicate their anticipated MBE participation based upon the entire contract amount and the types of work specified. The award of contract can be made based upon their estimate of MBE participation since there is no specific task order or description of work to be performed and subcontractors have not been identified or engaged through any type of commitment or subcontract.

c. Since MBE participation is only anticipated in a general sense as an objective and specific contracts to MBEs have not been signed, then the contract award would not be included in any reporting to the PSCP or subsequent reporting to GOMA.

d. However, as the contract proceeds and individual task orders and/or purchase orders are issued, the contractor should submit Attachment B - MBE Participation Schedule for any and all projects or work where MBE subcontractors and/or suppliers might reasonably be utilized. Discussions between the contractor or offeror and the LEA as the task orders and/or purchase orders are being developed should address this aspect of the contract requirements.

e. Any MBE participation should be recorded by the MBE liaison and reported to the PSCP MBE Liaison as the task orders and/or purchase orders are approved.

f. The contractor shall complete the Standard Monthly Contractor's Requisition for Payment (IAC/PSCP FORM 306.4), specifically page 3 of 16, Minority Business Enterprise Participation, with each requisition submitted for payment. This submittal should accurately reflect the payments to be made that month to MBEs, and the cumulative total for the period specified. Any and all MBE firms that are identified on Attachment B - MBE Participation Schedule should be included on page 3 of the first and all subsequent requisitions for payment. Any MBEs identified during the life of the project should be added as soon as the contractor engages them.

b. At the completion of the contract period or the full utilization of the contract's value a report should be prepared by the LEA MBE Liaison and submitted to the PSCP MBE Liaison summarizing the MBE participation in each and all of the task orders or purchase orders issued under the contract. This should include the anticipated MBE participation prior to the issuance of the solicitation, the MBE participation anticipated at the time of contract award and the actual MBE participation at the completion of the contract.

3. Projects Utilizing the Design/Build Delivery Method

a. The solicitation is for both A/E services and the actual construction of a public school project. The solicitation should be prepared and the MBE goal and subgoals, if applicable, established for the construction work that is anticipated for the project. The goal setting procedures described in Section 4.0 above should be utilized for these types of projects.

b. The bidders or offerors should be required to submit Attachment A - Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit on which they would indicate their anticipated MBE participation based upon the construction work anticipated and their understanding of the MBE goal and subgoals, if applicable, the types of work involved, and the availability of certified MBEs for the project. Since there are no detailed plans or designs for the project and there are no contracts or subcontracts for the actual construction work there is no need to submit any other MBE attachments, at this time.

c. If the bidder or offeror, who is to be awarded this contract has indicated that they do not anticipate achieving the overall MBE participation goal and subgoals, if applicable, for this project on Attachment A, then they are in effect requesting a waiver. They will be required to submit documentation at a later date to justify this request.

d. As the project proceeds through the design phase and the project is nearing the completion of the construction documents for submission to the State to review, the Design/Build Team (team) in consultation with LEA representatives should discuss the opportunities and potential for certified MBEs to participate in the project.

e. The team should begin to identify potential contractors and subcontractors, opportunities to segment the project, and MBEs that could participate in the project.
f. At a point in time that is approximately 30 days prior to the anticipated CD submission to the State, the team should complete and submit Attachment B - MBE Participation Schedule to the LEA for their review and approval.

g. If the team had indicated on Attachment A that they would meet the goals and the information on Attachment B indicates that they did meet the goals then the team should proceed with the construction of the project.

h. If the team had indicated on Attachment A that they did not anticipate meeting the overall MBE goal and subgoals, if applicable, or only a portion of the goal and subgoals, if applicable, then Attachment B should be reviewed by the LEA. The team should, at this time, submit their documentation in support of the waiver requested.

i. The proposed MBE participation should be reviewed and a determination made as to whether the team has made a good faith effort to meet the MBE goals and subgoals, if applicable, established for the project and as stated on Attachment A, previously submitted.

j. If a request for a waiver is made and approved, Attachment F - MBE Waiver Documentation should be signed by a school system representative and submitted to the PSCP and the Governor's Office of Minority Affairs.

k. Since there was no MBE participation reported at the time of the award of the Design/Build contract, the LEA would submit the entire package of information, including all of the MBE related attachments to the PSCP within ten (10) days of the team being directed to proceed with the actual construction work.

l. All other submittals of MBE materials and reporting requirements are applicable for the project, as described above in Section 6.0.

7.0 RECORDS AND REPORTS

1. The MBE Liaison shall maintain such records as are necessary to confirm compliance with its Minority Business Enterprise Procedures and activities. The records shall be maintained until the project is audited by the Public School Construction Program. These records shall include by project:

   a. The contractor report submitted at the completion of the project;
   b. The identity of the minority contractors employed on the project;
   c. The type of work performed;
   d. The actual dollar value of the work, services, supplies or equipment; and
   e. The MBE percentage of the total contract.

2. The MBE Liaison will maintain a record of all waivers approved for each project or solicitation package where the prime contractor was unable to achieve the established overall goal or subgoals, if applicable. The MBE Liaison will, however, report to the PSCP all MBE participation by MDOT certified firms who are prime contractors, subcontractors, suppliers, or otherwise making an economically viable contribution to each project. This information shall be reported to PSCP within ten (10) days after approval of the award of the contract by the board of education.

3. The LEA shall submit the “Certified Minority Business Enterprise Participation Standard Monthly Contractor’s Requisition for Payment” (IAC/PSCP Form 306.4 page 3 of 16, located in the Administrative Procedures Guide), which is Attachment G in this procedure, to the PSCP Director of Fiscal Services as part of the regular monthly request for payment for the project.

4. The LEA shall submit the “Close-Out Cost Summary” (IAC/PSCP Form 306.6 located in the Administrative Procedures Guide), which is Attachment H of this procedure, along with the “Certified Minority Business Enterprise Participation Standard Monthly Contractor’s
Requisition for Payment" (IACPSCP Form 306.4) to the PSCP Director of Fiscal Services within 180 days of completion of the project.

5. Each fiscal year end, PSCP Fiscal Services will create a report "Payments Made To Contractors during The Fiscal Year" and maintain such records as are necessary to confirm compliance with its minority business enterprise procedures and activities.

6. Each fiscal year end, PSCP Fiscal Services will create a report "Projects Completed During the Fiscal Year" and maintain such records as are necessary to confirm compliance with its Minority Business Enterprise Procedures and activities. This report will compare the overall MBE goal and subgoals, if applicable, for each specific project with the MBE participation anticipated at the time of contract award and the actual MBE participation at the completion of the project.

8.0 MONITORING

1. The LEA’s procurement personnel or project staff shall verify that the certified MBE’s listed in the MBE participation schedule are actually performing the work.

2. The LEA’s procurement personnel shall ensure that MBE subcontractors are receiving compensation as set forth in the MBE participation schedule by ensuring that the contractor submits monthly reports, listing any unpaid invoices over 30 days old received from any certified MBE subcontractor, the amount of each invoice, and the reason payment has not been made.

3. The MBE Liaison and/or the Public School Construction Program will conduct reviews as deemed necessary to confirm compliance with the minority business enterprise participation requirements.

4. The MBE Liaison will maintain appropriate records, and shall assist the Public School Construction Program in on-site or post-audit reviews upon request.

5. Auditors from the Public School Construction Program will have access to and the ability to audit MBE participation for specific projects, information retained by the LEA, and/or submitted to the IAC in reports/forms filed by the LEA as referenced above.

9.0 MINORITY BUSINESS ENTERPRISE LIAISON

1. The Superintendent shall designate an individual to be identified as the MBE Liaison for the school system.

2. The MBE Liaison will be the contact person who will work with the Public School Construction Program and the Governor’s Office of Minority Affairs to implement the Minority Business Enterprise Program for the school system and the State of Maryland.

3. The Superintendent will immediately notify the Public School Construction Program if there is a change in the MBE Liaison for the school system.
CERTIFIED MINORITY BUSINESS ENTERPRISE
UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

NOTE: You must include this document with your bid or offer. If you do not submit the form with your bid or offer, the procurement officer shall deem your bid non-responsive or your offer not reasonably susceptible of being selected for award.

* * * * * * * * * * * * * * * * *

Part I.

I acknowledge the:

• Overall certified MBE subcontract participation goal of ___ %. and

• The subgoals, if applicable, of:
  • ___ % for certified African American-owned businesses and
  • ___ % for certified Asian American-owned businesses.

I have made a good-faith effort to achieve this goal. If awarded the contract, I will continue to attempt to increase MBE participation during the project.

Part II.

Check ONE Box

NOTE: FAILURE TO CHECK ONE OF BOXES 1, 2, or 3 BELOW WILL RENDER A BID NON-RESPONSIVE OR AN OFFER NOT REASONABLY SUSCEPTIBLE OF BEING SELECTED FOR AWARD

NOTE: INCONSISTENCY BETWEEN THE ASSERTIONS ON THIS FORM AND THE INFORMATION PROVIDED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT B) MAY RENDER A BID NON-RESPONSIVE OR AN OFFER NOT REASONABLY SUSCEPTIBLE OF BEING SELECTED FOR AWARD

1 □ I have met the overall MBE goal and MBE subgoals for this project. I submit with this Affidavit [Attachment A] the MBE Participation Schedule [Attachment B], which details how I will reach that goal.

or

2 □ After having made a good-faith effort to achieve the overall MBE goal and MBE subgoals for this project, I can achieve partial success only. I submit with this Affidavit [Attachment A] the MBE Participation Schedule [Attachment B], which details the MBE participation I have achieved.

I request a partial waiver as follows:

• Waiver of overall MBE subcontract participation goal: ___ %

• Waiver of MBE subcontract participation subgoals, if applicable:
  • ___ % for certified African American-owned businesses and
  • ___ % for certified Asian American-owned businesses.

Within 10 days of being informed that I am the apparent awardee, I will submit MBE Waiver Documentation [Attachment F] (with supporting documentation).
or

3   □ After having made a good faith effort to achieve the overall MBE goal and MBE subgoals for this project, I am unable to achieve any portion of the goal or subgoals. I submit with this Affidavit [Attachment A] the MBE Participation Schedule [Attachment B].

I request a full waiver.

Within 10 days of being informed that I am the apparent awardee, I will submit MBE Waiver Documentation [Attachment F] (with supporting documentation).

Part III.

I understand that if I am the apparent awardee or conditional awardee, I must submit within 10 working days after receiving notice of the potential award or within 10 days after the date of conditional award - whichever is earlier - the:

- Outreach Efforts Compliance Statement (Attachment C)
- Subcontractor Project Participation Statement (Attachment D)
- Minority Subcontractors Unavailability Certificate (Attachment E) (if applicable)
- Any other documentation the Procurement Officer requires to ascertain my responsibility in connection with the MBE participation goal and subgoals

I acknowledge that if I fail to timely return complete documents, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has been awarded, the award is voidable.

I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule and any additional MBE subcontractor/suppliers identified in the Subcontractor Project Participation Statement will be used to accomplish the percentage of MBE participation that I intend to achieve.

In the solicitation of subcontract quotations or offers, MBE subcontractors were provided the same information and amount of time to respond as were non-MBE subcontractors.

The solicitation process was conducted in such a manner so as to not place MBE subcontractors at a competitive disadvantage to non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that this Affidavit is true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

Address

Address (continued)

Affiant Signature

Printed Name & Title

Date

September 2008
**Attachment B**

**MBE PARTICIPATION SCHEDULE**

This document must be included with the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

<table>
<thead>
<tr>
<th>1. Prime Contractor's Name</th>
<th>2. Prime Contractor's Address and Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Project/School Name</td>
<td>4. Project/School Location</td>
</tr>
<tr>
<td>5. LEA</td>
<td>6. Base Bid Amount</td>
</tr>
<tr>
<td>Baltimore County Schools</td>
<td></td>
</tr>
<tr>
<td>PSC No.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7a. Minority Firm Name</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Firm Telephone Number</td>
<td></td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
<td>Minority Group Type</td>
</tr>
<tr>
<td>MDOT Certification Number</td>
<td>👑 (African American)</td>
</tr>
<tr>
<td></td>
<td>🌐 (Asian)</td>
</tr>
<tr>
<td></td>
<td>🌐 (American Indian)</td>
</tr>
<tr>
<td></td>
<td>🌐 (Disabled)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Work to be Performed and Subcontract Dollar Amount</th>
<th>Percent of Total Contract</th>
<th>Minority Firm Name</th>
<th>Minority Firm Address</th>
<th>Minority Firm Telephone Number</th>
<th>Minority Group Type</th>
<th>Minority Firm Fax Number</th>
<th>MDOT Certification Number</th>
<th>Work to be Performed and Subcontract Dollar Amount</th>
<th>Percent of Total Contract</th>
<th>Minority Firm Name</th>
<th>Minority Firm Address</th>
<th>Minority Firm Telephone Number</th>
<th>Minority Group Type</th>
<th>Minority Firm Fax Number</th>
<th>MDOT Certification Number</th>
<th>Work to be Performed and Subcontract Dollar Amount</th>
<th>Percent of Total Contract</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>8. MBE Total Dollar Amount</th>
<th>9. Total MBE Percent of Entire Contract</th>
</tr>
</thead>
</table>

| 10. Form Prepared by:    | 11. Reviewed and Accepted by Board of Education MBE Liaison |
| Name                     | Name                                                  |
| Title                    | Title                                                 |
| Date                     | Date                                                  |

**Total MBE Participation:** (See Boxes 8 & 9)  
**Total African-American MBE Participation:**  
**Total Asian American-Owned MBE Participation:**  
**Total Other Participation:**

June 2008
Attachment C

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to Baltimore County Public Schools for the ____________ project, PSC # ______________, I state the following:

(name)

1) Bidder/Offeror identified opportunities to subcontract in these specific work categories:

2) Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

3) Bidder/Offeror made the following attempts to contact personally the solicited MBEs:

4) ☐ Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding Requirements (Described Efforts)

☐ This project does not involve bonding requirements.

5) ☐ Bidder/Offeror did/did not attend the pre-bid conference

☐ No pre-bid conference was held.

By:

Name

Company Name

Address

Title

Date

June 2008
Attachment D

MINORITY BUSINESS ENTERPRISES SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

PROJECT/SCHOOL NAME: ________________________________

PROJECT/SCHOOL LOCATION: ____________________________

LEA: Baltimore County Public Schools

NAME OF PRIME CONTRACTOR: __________________________

NAME OF MBE SUBCONTRACTOR: _________________________

MDOT Certification Number

1. Work/Services to be performed by MBE Subcontractor: __________________________________________

2. Subcontract Amount: $ ________________________________

3. Bonds - Amount and type required of Subcontractor if any: _______________________________________

4. MBE Anticipated or Actual Commencement Date: _______________ Completion Date: _____________

5. This MBE subcontract represents the following percentage of the total contract cost: ____________

6. This is an African American Firm: Yes ________ No ________

7. This is an Asian American Owned Firm: Yes ________ No ________

8. This is a Woman, American Indian, Hispanic or Disabled Firm: Yes ________ No ________
   (Circle One)

   **

The undersigned subcontractor and prime contractor will enter into a contract for the work/service indicated above upon the prime contractor's execution of a contract for the above referenced project with the Board of Education. The undersigned subcontractor is a MDOT certified Minority Business Enterprise. The terms and conditions stated above are consistent with our agreements.

Signature of Subcontractor: ________________________________

Date: ______________________________

The term and conditions stated above are consistent with our agreements.

Signature of Prime Contractor: ________________________________

Date: ______________________________
Attachment E

MINORITY SUBCONTRACTOR UNAVAILABILITY CERTIFICATE

1. It is hereby certified that the firm of ______________________________________
   located at
   (Number) __________________________________________ (State) __________
   (Street) __________________________________________ (Zip) __________
   (City) ____________________________________________

   was offered an opportunity to bid on the ______________________________________
   school project in Baltimore County by ______________________________________
   (Name of Prime Contractor's Firm)

2. The ______________________________________ (Minority Firm), is either unavailable for the
   work/service or unable to prepare a bid for this project for the following reason(s):
   ____________________________________________
   ____________________________________________
   ____________________________________________
   ____________________________________________
   ____________________________________________

   Signature of Minority Firm's MBE Representative __________ Title __________ Date __________
   __________

   MDOT Certification # __________ Telephone # __________

3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

   To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the
   work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not
   completed the above portion of this submittal.

   Signature of Prime Contractor __________ Title __________ Date __________

June 2008

E-1
Attachment F

MBE WAIVER DOCUMENTATION

Project Name: ___________________________  PSC No. ___________________________

Base Contract Amount $ ___________________________

Plus Accepted Alternates ________________________________________________

Equals Total Contract Amount $ ___________________________

I have previously requested that a waiver be granted to the overall MBE goal for this project of _____ percent, with a minimum of _____ percent from certified African American-owned businesses, a minimum of _____ percent from certified Asian American-owned businesses, and the balance from all certified minority business enterprises, if applicable. This would include the total dollar value of all materials, supplies, equipment, and services, including construction services directly or indirectly, from Minority Business Enterprises (MBE) which are currently certified by the Maryland Department of Transportation (MDOT).

I ____________________________________________, hereby certify that my position is __________________________________________________________________________________________

(Name of Company Representative) ____________________________________________, and I am the duly authorized representative of _____________________________.

(Position Title)

__________________________________________ (Company Name)

I further certify that I have submitted a Schedule for Participation of Certified Minority Business Enterprises which reflects the percentage and dollar value of certified Minority Business Enterprise participation which my company expects to achieve for this contract. Therefore, the request for the waiver is as follows:

Summary MBE Participation Schedule from Attachment B

<table>
<thead>
<tr>
<th>Minority Group</th>
<th>MBE GOAL</th>
<th>Actual MBE Dollar Participation</th>
<th>Request For Waiver</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Percent of Total Contract</td>
<td>Dollar Value of Total Contract</td>
<td>Dollar Value</td>
</tr>
<tr>
<td>a. Sub Goal African American</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Sub Goal Asian American</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Other * in Sub Goal group a/b above</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTALS</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* with accepted/rejected alternates

June 2008
To support this request for a waiver, I include the following information as attachments which I certify to be true to the best of my knowledge.

1. A detailed statement of the efforts made by the contractor to identify and select portions of the work proposed to be performed by subcontractors in order to increase the likelihood of achieving the stated goal;
2. A detailed statement of the efforts made by the contractor prior to and up to 10 days before the bid opening to solicit minority business enterprises through written notices that describe the categories of work for which subcontracting is being solicited, the type of work to be performed, and specific instructions on how to submit a bid;
3. A detailed statement of the contractor’s efforts to make personal contact with MBE firms identified for Item 2. above;
4. A record of the name, address, telephone number, and dates contacted for each MBE identified under items 2. and 3. above;
5. A description of the information provided to MBE’s regarding the plans, specifications and the anticipated time schedule for portions of the work to be performed;
6. Information on activities to assist minority business enterprises to fulfill bonding requirements, or to obtain a waiver of these requirements;
7. Information on activities to publicize contracting opportunities to minority business enterprises, attendance at pre-bid meetings, or other meetings scheduled by the MBE Liaison or designated representative;
8. As to each MBE that placed a subcontract quotation or offer which the apparent low bidder or successful offeror considers not to be acceptable, a detailed statement of reasons for this conclusion; and
9. A list of minority subcontractors found to be unavailable. This shall be accompanied by a Minority Subcontractor Unavailability Certificate signed by the minority business enterprise or from the apparent low bidder or successful offeror indicating that the minority business did not provide the written certification.

Signature ___________________________ Date ___________________________

(Company Representative Name)  

Sworn and subscribed before me this ___________________________ day.

of ___________________________ in the year ___________________________ Notary Public ___________________________

Reviewed and accepted by the Baltimore County Board of Education MBE Liaison.

Signature ___________________________ Date ___________________________

(County Representative Name)  

MBE Request For Waiver Master Form (July 2002)
Attachment G

CERTIFIED MINORITY BUSINESS ENTERPRISE PARTICIPATION STANDARD MONTHLY CONTRACTOR'S REQUISITION FOR PAYMENT

LEA: Baltimore County Public Schools  DATE: 
PROJECT: 
LOCATION: 
PSC NO: 
REQ NO: 

<table>
<thead>
<tr>
<th>NAME OF MBE SUB-CONTRACTOR</th>
<th>MDOT SUB-CONTRACTOR CERTIFICATION</th>
<th>MBE SUB-CONTRACTOR CLASSIFICATION</th>
<th>TOTAL MBE CONTRACT AMOUNTS</th>
<th>AMOUNT TO BE PAID THIS REQUISITION 5</th>
<th>PAID JULY 1 TO JUNE 30 6</th>
<th>TOTAL PAID TO DATE 7</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
</tbody>
</table>

| TOTAL                        |                                 |                                 |                              |                                      |                        |                      |

MDOT Certification # can be located at www.mdot.state.md.us

MBE Classification #:

African American = 1  Hispanic American = 2  American Indian = 3  Asian American = 4

Women = 5  Disabled = 6  Non-profit = 7

I certify that the figures and information presented above represent accurate and true statements, that timely payments have been and will be made to suppliers and subcontractors on the project, as requisitioned payments are received, and in accordance with our contracts.

Name of Contractor Firm

Contractor EFIN/SSN

Authorized Signature/Date

Contractor MBE Classification # (if applicable)

June 2008
ADDENDUM NUMBER 1

DATE: January 14, 2014
BID NAME: Request for Proposal: Hardware, Software and Services to Provide a 1:1 Student Device Program
BID NUMBER: MWE-807-14
DUE DATE: No Change
DUE TIME: No Change
PUBLIC OPENING: No Change
TOTAL PAGES: 

The following revisions and responses to questions are made to the original bid document. This addendum forms a part of the Contract Documents and modifies the Original Bidding Documents accordingly and as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid "Addenda" form.

QUESTIONS:

1. In Part III of the Technical specifications section, it states that there will be 1900 desktops and laptops replaced for the Libraries. Doesn't say which specific ones. Will those be purchased or leased.

RESPONSE: It is intended that these units will be used in administrative areas of the schools (libraries and offices). All units in the schools will be leased.

2. Regarding Part I, Section 27 (Multi Agency Participation): Will awarded suppliers/contractors be able to decline to enter contracts with participating jurisdictions and agencies if they so desire?

RESPONSE: The Award Bidder may not decline to enter contracts with participating jurisdictions/agencies; however, the terms and conditions may be negotiated with the other agency.

3. Part II, Section 16, Item 16.1 expresses BCPS's intent to enter a 10-year initial contract with the awarded supplier. Many suppliers may be hesitant to enter a contract of this duration, as business conditions, rate of technological innovation, and educational trends may be subject to significant change over the next decade. Would BCPS be willing to consider a shorter contract term? For example, a contract term commensurate with the 4-year lease term specified by the solicitation?

RESPONSE:

4. Part II, Section 1.8 of the solicitation states, "Conditional proposals/bids will not be accepted. BCPS contractual terms and conditions shall govern." If a Bidder proposes to furnish the specified products and services in accordance with the terms and conditions of an existing agreement between Bidder and BCPS, rather than in strict accordance with the terms and
conditions of the Solicitation, will that Bidder’s proposal be disqualified? Is BCPS willing to negotiate a mutually agreeable contract with the selected Bidder, as opposed to requiring Bidders to adhere to the Solicitation terms and conditions without exception?

RESPONSE: As discussed during the prebid, Bidders may propose alternative terms and conditions in their proposal. BCPS will determine which terms and conditions they will accept or decline. No alternative terms and conditions may be presented by the Bidder after Board approval of the contract.

5. Regarding Part III, Section 2.1, Item 1 (Student/Teacher Device – Hardware Minimum Requirements): Collectively, the requirements in this section appear to describe a "hybrid" laptop/tablet device, to the exclusion of conventional laptop and tablet form factors. For example, the Storage specification requires 256GB of storage, considerably more than a conventional tablet offers; the Display/Screen/Camera specifications require a capacitive touchscreen, a feature not typically found on conventional laptops; and the Student/Teacher Device specifications require a “Docking Keyboard Device,” which is a typical feature of a hybrid laptop/tablet device. Is it BCPS’s intent to exclude standard tablet and laptop form factors from equal consideration?

RESPONSE: It is not the intent of BCPS to exclude standard tablet and laptop form factors from consideration. Bidders should provide the device(s) they believe most closely meets the criteria spelled out in the specifications. Bidders should identify where their device(s) do not meet or exceed the specifications. Bidders may propose more than one device per type. Bidder should limit their proposals to no more than three options per device type (i.e. tablet, laptop, desktop). Samples of each proposed device must be submitted following the submittal guidelines in the specification.

6. If the device exceeds 6.5 Hours battery life does proposal need to include USB charging pack?

RESPONSE: Yes.

7. If USB charging pack is still needed is the quantity 1 to 1 for student/teacher device? Should this be price as a separate option?

RESPONSE:

8. Desktop Unit and Laptop Unit do not specify operating system or need for DVD/RW. Please clarify.

RESPONSE:

9. Is accidental damage needed for laptops for purchase units only?

RESPONSE:

10. USB charging packs. Are these to be include 1 for 1 for every device in the lease price?

RESPONSE:
11. The laptop units for purchase only. What is the standard warranty required?

RESPONSE:

12. Is an android operating system acceptable?

RESPONSE: No

SPECIFICATIONS

Part III: Technical Specifications, Section 2.0 Scope of Work, sub-section 2.2 discussed the image requirements for BCPS. BCPS will only use one (1) base image instead of the two (2) identified.

Part III: Technical Specifications, Section 2.0 Scope of Work, sub-section 2.5 discussed the Asset Inventory. Current BCPS is using Destiny Asset Manager. BCPS will provide the link between the Award Bidder's inventory database and Destiny Asset Manager.

Bidders shall delete the Minority Business Participation section at the end of the bid package. The attached section shall replace it.

The prebid sign-in sheets are attached to this addendum.

Melanie L. Webster, Purchasing Agent
BCPS - Office of Purchasing

cc: Bid file
Melanie Webster

Creating a Culture of Deliberate Excellence
ADDENDUM NUMBER 2

DATE: January 15, 2014
BID NAME: Request for Proposal: Hardware, Software and Services to Provide a 1:1 Student Device Program
BID NUMBER: MWE-807-14
DUE DATE: No Change
DUE TIME: No Change
PUBLIC OPENING: No Change
TOTAL PAGES: 4

The following revisions and responses to questions are made to the original bid document. This addendum forms a part of the Contract Documents and modifies the Original Bidding Documents accordingly and as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid "Addenda" form.

QUESTIONS:

1. Please specify what software licensing will be provided by Baltimore County Public Schools, and if possible please specify what licensing the vendor is to provide.

   Response: BCPS will provide Microsoft Office. The vendors is to provide the operating system license.

2. Does the imaging / application push / patching deployment only need to support equipment that the vendor is providing via lease or sale?

   Response: Equipment provided by lease only

3. Please provide a quantity of non-Windows devices such as IOS and Android that need to be supported by the imaging / application push / patching deployment solution if needed. This will impact our licensing cost.

   Response: All leased units will need to be supported by the deployment solution.

4. Please provide additional information on the existing Baltimore County Public Schools SCCM implementation. Currently, how many schools does it support, and does it support imaging, application installation and patching today for the entire district?

   Response: BCPS is in the middle of a SCCM 2012 transition. Currently only 5 schools have Distribution Points ready in SCCM 2012. A schedule is being developed to cutover the rest of the 172 sites. Our SCCM 2012 will support software distribution and WSUS integration, but as of today (subject to change) we do not plan to image via SCCM 2012.
ADDENDUM NUMBER 2

DATE: January 15, 2014
BID NAME: Request for Proposal: Hardware, Software and Services to Provide a 1:1 Student Device Program
BID NUMBER: MWE-807-14
DUE DATE: No Change
DUE TIME: No Change
PUBLIC OPENING: No Change
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2. Does the imaging / application push / patching deployment only need to support equipment that the vendor is providing via lease or sale?

   Response: Equipment provided by lease only

3. Please provide a quantity of non-Windows devices such as iOS and Android that need to be supported by the imaging / application push / patching deployment solution if needed. This will impact our licensing cost.

   Response: All leased units will need to be supported by the deployment solution.

4. Please provide additional information on the existing Baltimore County Public Schools SCCM implementation. Currently, how many schools does it support, and does it support imaging, application installation and patching today for the entire district?

   Response: BCPS is in the middle of a SCCM 2012 transition. Currently only 5 schools have Distribution Points ready in SCCM 2012. A schedule is being developed to cut over the rest of the 172 sites. Our SCCM 2012 will support software distribution and WSUS integration, but as of today (subject to change) we do not plan to image via SCCM 2012.
5. Please provide additional information on the 2.2.4.3 on page 50 – "collection management currently performed by Baltimore County Public Schools' custom software" What is the custom software that is currently in use? How is it licensed? Who is responsible for the licensing?

Response: The plan will be to use SCCM 2012 software metering feature to gather metrics on usage and frequency. Currently licenses are managed by individual curriculum offices and schools.

6. Page 50 - Can we utilize the existing server environment in the schools and data center as a platform to run our imaging / patching / application solution or are we expected to provide new hardware dedicated to the environment?

Response: The vendor may plan to use the existing server environment in the schools and offices. If equipment is needed in the Data Center vendor must provide.

7. If we are providing our own server equipment for the imaging / patching / application solution, can we assume that Baltimore County Public Schools will be providing the necessary infrastructure, such as rack space, UPS, power, cooling, etc.?

Response: Yes

8. Will BCPS provide the solution to back up the data for any new servers deployed as part of this solution?

Response: Yes

9. Does Baltimore County Public Schools require data and/or profile migration from old systems that are being removed to the new computers we are installing? If so, approximately what percentages of units are projected to require data migration?

Response: No, BCPS does not require migration under this contract.

10. For evaluation units, is a total of 4 monitors sufficient?

Response: Yes.

11. Can we substitute DisplayPort for HDMI?

Response: Yes if the port supports 16:9 aspect ratio and mirroring.

12. For the desktop and workstation, is dual monitor support on the integrated graphics sufficient, or do you truly require discrete graphics?

Response: Onboard is sufficient as long at meets the 1GB ram spec and supports dual monitor.

13. We are requesting BCPS to consider extending the deadline for the bid submittal.

Response: BCPS will not be extending the bid due date.
14. Sections 2.2.4 references software that needs to be in the image and that we would need to provide the licenses. Could you identify the software titles?

Response: *It is up to the bidder to provide licenses for the operating system and the security/management software specified in the RFP.*

15. Section 2.3.7 (Page 53) mentions “unique settings and policies”. Please provide an example of this unique setting?

Response: *It is desired that each schools devices will have a unique setup password and local administrator password at minimum.*

16. Please confirm how images are built today and what system management tools are in place aside from SCCM.

Response: *BCPS has a systems engineer that builds our images. They are deployed using MDT 2010.*

17. Will BCPS consider a services only response without hardware or are you looking for a turnkey solution? If so, will you be able to compare prices for service only responses versus providers that bundle the services into the cost of the hardware?

Response: *BCPS will not consider a response without hardware.*

18. Section 4.1.1 - Is BCPS expecting an onsite project manager and system engineer only during the initial distribution of the devices or are you expecting this individual to be onsite throughout the extent of the contract?

Response: *Yes, the on-site project manager and system engineer are expected to be on BCPS site through the entire term of the contract.*

19. Section 4.1.3 – Is BCPS looking for Tier 1, 2 or 3 support? Does this include only devices for deployment through this agreement or does this include all devices in the district?

Response: *BCPS is looking for Tier 2 support for the Leased units.*

20. Section 4.1.3 – Is BCPS looking for the service provider to provide support for the existing servers? If so, can you provide additional information about the servers that are currently in use within the district?

Response: *No, BCPS will continue to support existing servers.*

21. Section 4.1.4 – Is BCPS expecting to have a service provider technician onsite to support 3 elementary schools and 1 secondary school or can this person be remote?

Response: *The service provider technician must be onsite.*

22. Will BCPS issue an addendum with all the questions that have been raised? Will this be automatically sent to all the companies that have requested a copy of the bid?

Response: *Addendum 1 was issued via e-mail on 1/14/14 to all vendors who requested a copy of the solicitation.*
23. Given that this contract is for 10 years, is it sufficient to show for the annual per unit lease cost, is that for the first 4 years only since that is the only quantity estimates we have been provided?

Response: No. Per specification, the per unit pricing must remain in place for the full 10 year term of the contract.

24. Given that this contract is for 10 years, is it sufficient to show for the annual per unit lease cost, is that for the first 1 year only based on the estimates we have been provided?

Response: See response to 23 above.

25. The RFP states that “Conditional proposals/bids will not be accepted. BCPS contractual terms and conditions shall govern.” (Emphasis added). Addendum 1 response 4 states that “Bidders may propose alternative terms and conditions in their proposal. BCPS, at their sole discretion, will determine which terms and conditions they will accept or decline.”

Question: If a vendor’s proposal includes a term or condition that takes exception to a requirement in the RFP, and if BCPS declines the proposed term or condition and does not reach a negotiated agreement concerning the requirement with the vendor, can BCPS nevertheless require the vendor to (i) enter into a contract with BCPS and (ii) comply with the original requirement as it appears in the RFP? In other words, if BCPS declines the proposed exception and if the parties fail to reach a negotiated agreement with respect to the term or condition, can the vendor at that point withdraw its proposal without being required to enter into an agreement with BCPS that adheres to the original requirement as stated in the RFP?

Response: Proposals may not be withdrawn once they have been opened. If the parties fail to come to agreement on terms and conditions during the evaluation phase, BCPS will reject that proposal and move to the next acceptable bidder.

26. The bid says 500 carts, do you know if that will be purchased all at once or over a certain period of time?

Response: These carts will be purchased over a 4 year period, as the number of devices increases.

Melanie L. Webster, Purchasing Agent
BCPS - Office of Purchasing

cc: Bid file
Melanie Webster

Creating a Culture of Deliberate Excellence
ADDENDUM NUMBER 3

DATE: January 16, 2014
BID NAME: Request for Proposal: Hardware, Software and Services to Provide a 1:1 Student Device Program
BID NUMBER: MWE-807-14
DUE DATE: No Change
DUE TIME: No Change
PUBLIC OPENING: No Change
TOTAL PAGES: 2

The following revisions and responses to questions are made to the original bid document. This addendum forms a part of the Contract Documents and modifies the Original Bidding Documents accordingly and as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid "Addenda" form.

Specifications:

Part III: Technical Specification, Section 1.0 General Scope & Services, paragraph 1.1.2

Change to: "14,500 teacher, instructional staff and central office staff devices;"

Clarification: The initial 8,500 teacher devices will be delivered in May 2014. The central office devices will roll out in school year 2015 – 2016.

Part III: Technical Specification, Section 1.0 General Scope & Services, paragraph 1.1.4

Change to: "12,900 docking stations..."

Clarification: The initial 6,900 docking stations will be delivered in May 2014. The central office docking stations will be delivered in school year 2015 – 2016.

QUESTIONS:

1. Section 4.1.3 – Is BCPS looking for Tier 1, 2 or 3 support? Does this include only devices for deployment through this agreement or does this include all devices in the district?

Response: Response for leased units was included in addenda 2. For purchased units, vendor will be responsible to provide parts for warranty repairs. BCPS will perform actual repair work.

Creating a Culture of Deliberate Excellence
Revised Responses —

2. Given that this contract is for 10 years, is it sufficient to show for the annual per unit lease cost, is that for the first 4 years only since that is the only quantity estimates we have been provided?

   Response: Yes, after the completion of the initial four year lease term BCPS will negotiate a new four year term based on current market conditions. The same process will be repeated every four years until the end of the contract.

3. Given that this contract is for 10 years, is it sufficient to show for the annual per unit lease cost, is that for the first 1 year only based on the estimates we have been provided?

   Response: See response to 2 above.

Melanie L. Webster, Purchasing Agent
BCPS - Office of Purchasing

cc: Bid file
    Melanie Webster
BOARD OF EDUCATION OF BALTIMORE COUNTY
Towson, Maryland 21204

AGREEMENT (Contract # MWE-807-14)

HARDWARE, SOFTWARE AND SERVICES TO PROVIDE A 1:1 STUDENT DEVICE PROGRAM

This Agreement is made and entered into this 12th day of March 2014 (the “Agreement”) by and between
the Board of Education of Baltimore County, Maryland (hereinafter the “Board” or “BCPS”) and Daly
Computers, Inc., 22621 Gateway Center Drive, Clarksburg, MD 20871 (hereinafter the “Award Vendor”),
which is authorized, to do business in the State of Maryland. In consideration of the mutual premises
contained herein, the parties agree as follows:

1.0 Incorporation of Bid Documents

1.1 The terms and conditions set forth in the solicitation for the Request for Proposal:
Hardware, Software, and Services to Provide a 1:1 Student Device Program, Bid # MWE-
807-14 which was issued on January 2, 2014 and opened on January 23, 2014, including
any Addenda thereto, the proposal/bid of the Vendor, and any Purchase Order(s)
subsequently issued (collectively, the “Solicitation/Bid Documents”) are incorporated in
this agreement.

2.0 Order of Precedence

In the event of conflict between this Agreement and the Bid Documents, the terms of this
Agreement shall govern. If the conflict cannot be resolved by reference to the substantive terms
of this Agreement, the parties intend that the following order of precedence shall apply in
interpreting their Agreement:

2.1 This Agreement;

2.2 HP Master Lease Purchase Agreement documents (Incorporated as Attachment A)

    Master Lease Purchase Agreement
Master Lease Purchase Agreement Incumbency Certification Ratification
Advance Price Agreement Master Lease Purchase Agreement
Master Lease Purchase Agreement Opinion
Master Lease Purchase Agreement Tech Refresh

2.3 The BCPS Solicitation for bid; then

2.4 Any BCPS Purchase Order.

3.0 Responsibilities of the Vendor

For the purposes of this contract the Award Vendor shall:

3.1 Provide all commodities and/or materials per the requirements as set forth in the
"Solicitation/Bid Documents".

3.2 Deliver all products per the requirements as set forth in the "Solicitation/Bid Documents".

3.3 Provide for the purchase and delivery of all parts and material ordered to the identified
locations as required.

3.4 The Award Vendor will honor all pricing as proposed in the pricing proposal version 7,
dated February 27, 2014 (Attachment B).
3.5 Provide a minimum of 14% of the contract value from Small and/or Minority Business Enterprise Participation when possible.

3.6 Honor the solicitation specifications for all services, terms and conditions.

4.0 Compensation

In consideration of the products and/or services to be provided by the Vendor, BCPS shall pay the Vendor in accordance with the pricing set forth within the Vendor’s “Pricing Proposal” response. Vendor shall receive compensation only for products and/or services officially ordered, received and accepted by BCPS.

These prices and/or mark-ups will remain in effect throughout the initial term of the contract and for all exercised option years unless adjustments are justified and granted through Consumer Price Index changes, in accordance with section 18 of part II of the solicitation documents.

5.0 Term of Contract

The duration of this Agreement will be from time of contract execution to June 30, 2024 and all terms and conditions shall remain in effect. BCPS reserves the right to extend the terms of this contract for two additional five year periods.

6.0 Insurance

In the event that the award vendor, as part of the award, is also responsible for delivery of the product and/or product demonstration, the award vendor shall be responsible for hiring personnel to perform such services at its own cost. Such personnel will be considered employees of the award vendor and are under its control and direction. The award vendor shall maintain Worker's Compensation in the statutory amount in accordance with the laws of the state in which the work of this contract is to be performed.

The award vendor shall also maintain Employer's Liability Insurance with a limit of at least $100,000 for each occurrence to cover diseases and injuries excluded under the Workers Compensation Act.

Prior to the commencement of any work, the award vendor may be required to submit a certificate of insurance evidencing Worker's Compensation and Employer Liability Insurance in the amounts required above. This certificate shall indicate the amounts of insurance carried by the award vendor of the following types: Comprehensive General Liability Insurance, Comprehensive Automobile Insurance, Excess Liability Insurance, and any other insurance coverage maintained by the award vendor. The Certificate of Insurance will state that such insurance is in force and cannot be canceled or released except upon thirty (30) days prior written notice to the Board of Education of Baltimore County.

The Certificate of Insurance must name the Board of Education of Baltimore County as an additional insured.

All required insurance coverage must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "B" or better, and a financial size of "Class VII" or better in the latest evaluation by A.M. Best Company. The Board hereby grants specific approval for the acquisition of workers compensation and employer's liability insurance from the Injured Worker's Insurance Fund of Maryland.
7.0 Termination

Termination for Non-Appropriation of Funds: BCPS may terminate this contract, in whole or in part due to insufficient funding with written notice to award Vendor. BCPS shall pay for all of the purchases, if any, incurred up to the date of the termination notice.

Termination for Default: When award Vendor has not performed or has unsatisfactorily performed and the 30 day cure period has expired, the contract payment shall be withheld at the discretion of BCPS. Failure on the part of award Vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and award Vendor is not entitled to any costs incurred by it up to the date of termination.

Termination for Convenience: BCPS has the right to withdraw from the terms of the contract, without showing cause, by providing thirty (30) calendar days written notice to award Vendor. BCPS shall pay all reasonable costs incurred by award Vendor up to the date of termination. Award Vendor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Award Vendor shall not have a mutual right of termination.

8.0 Notices

Any notices required to be given under this Agreement shall be given, in writing, to the attention of the person identified below. Notice will be deemed to have been given when it has been hand delivered and placed in the hands of the Vendor, or it has been placed in the U.S. Mail (postage prepaid, certified and return receipt requested), or it is delivered by overnight carrier.

Vendor
Ryan Yu, President
Daly Computers, Inc.
22521 Gateway Center Drive
Clarksburg, MD 20871
Phone: 301-670-0381

BCPS
Manager of Purchasing
Baltimore County Public Schools
6901 N. Charles Street, Building E
Towson, MD 21204
Phone: 410-887-4334

9.0 Indemnification

Award Vendor will, at its sole cost and expense, indemnify and hold BCPS and the Board of Education of Baltimore County, its agents, employees, attorneys and representatives harmless from all claims, liens or demands that result in losses, liabilities, defense costs and expenses (including, but not limited to reasonable attorneys' fees and costs of litigation) arising out of the terms, conditions and performance under the contract except Vendor shall have no obligation to indemnify any claims, liens, or demands arising solely as a result of BCPS' gross negligence or willful misconduct.

10.0 Waiver of Jury Trial

The Vendor and Board hereby waive trial by jury in any action or proceeding to which the board and/or the Vendor are parties arising out of or in any way pertaining to this Agreement. It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not parties to this Agreement. This waiver is knowingly, willingly and voluntarily made by the Board and the Vendor and the board and the Vendor hereby represent and warrant that no representations of fact or opinion have been made by an individual to induce this waiver of trial by jury or to in any way modify or nullify its effect. The Board and the Vendor further represent and warrant that they have been represented or have had the opportunity to be represented, in the signing of this Agreement and in the making of this waiver by legal counsel, selected of their own free will, and that they have had the opportunity to discuss this waiver with counsel.

11.0 Governing Law and Venue
This agreement is subject to and will be construed and interpreted under the laws of the State of Maryland. All lawsuits arising out of this Agreement must be filed in the appropriate State Court located in Baltimore County, Maryland.

12.0 **Representation Regarding Review of Contract**

The Vendor hereby warrants and represents that it has read and understood the terms and conditions of this Agreement and the incorporated Bid Documents, including but not limited to those terms and conditions governing termination, indemnification, insurance, governing law, and venue.
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

Accepted by:

DALY COMPUTERS, INC.:

Signature  Owner/Partner/Corporate Officer
RYAN YU
Typed/Printed Name and Title
President
Date
3/20/2014

Reviewed for Legal Form and Sufficiency
(Subject to Execution by the duly authorized Superintendent and President of the Board of Education of Baltimore County.)

Accepted by:

BOARD OF EDUCATION OF BALTIMORE COUNTY

Reviewed for Legal Form and Sufficiency
(REVIEWED BY LAW
(Revised for Legal Form and Sufficiency Does Not Convey Approval or Disapproval of the Substantive Nature of this Transaction. Approval is based upon Type-set Document: All Modifications Require Re-Approval.)

President of the Board

Superintendent
March 21, 2014

Board of Education of Baltimore County
6901 N. Charles Street
Baltimore, MD 21204
ATTN: Richard L. Gay, Purchasing Manager

RE: STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT NO. 4468077474

'Thank you for selecting Hewlett-Packard Financial Services Company ("HPFS") to provide financing for your technology acquisition. As per the request of your HPFS representative, we have prepared the following the lease documents for review and execution:

BASE DOCUMENTS
☐ Inumbenee Certificate
This document certifies to HPFS that the individual(s) signing the Lease Agreement, the Equipment Schedule and the Acceptance Certificate is (are) authorized to execute such documents and that such individual(s) is (are) currently holding the office or title specified in such documents.

☐ State and Local Government Master Lease Purchase Agreement ("MLPA" Lease Agreement) with Exhibits
  • Exhibit A to MLPA - Schedule
  • Attachment A - Amortization Schedule
  • Exhibit B to MLPA - Acceptance
The Lease Agreement contains the terms and conditions of the lease arrangement between the Customer and HPFS. All of such terms are incorporated by reference into each Equipment Schedule.

☐ Opinion of Counsel

ADVANCE PRICING AGREEMENT
☐ State and Local Government Master Lease Purchase Agreement Advance Pricing Agreement ("APA")
This agreement amends the Lease Agreement to provide for the periodic roll-up of Equipment Schedules into a single Consolidated Lease Schedule.
  • Exhibit 1 to APA - Interim Acceptance Certificate ("ICOA")
    This document confirms that the Customer has received the Equipment, is satisfied with it and Approved Lessor to Pay Vendor/Reseller for invoices listed.
  • Exhibit 2 to APA - Consolidating Schedule
    The Lease Agreement contains the terms and conditions of the lease arrangement between the Customer and HPFS. All of such terms are incorporated by reference into each Schedule.

☐ Officer’s Delegation of Authority
This document certifies to HPFS that the individual(s) signing the Advance Pricing Agreement, Equipment Schedule and Acceptance Certificate is (are) authorized to execute such documents and that such individual(s) is (are) currently holding the office or title specified in such documents.

Please request that the appropriate authorized officers execute (or initial) where indicated by the red arrows and return to HPFS as soon as possible, together with:

i.  ☐ Federal Tax ID Number (FEIN): 52-66000986
ii.  ☐ Copy of Sales and Use Tax Exempt Certificate

Should you have any questions or comments regarding the enclosed documents or the procedure outlined above, please do not hesitate to contact the person listed in the box below.

Sincerely,

Financial Area Manager
Scan Capria
Phone: 315-317-0668
Email: Scan.capria@hp.com

Public Sector Customer Delivery Specialist
Donna Donovan
Phone: 908-898-4637
Fax: 908-898-4817
Email: Donovan@hp.com

Sincerely,

Public Sector Engagement Manager
Email: jasmine.barbour@hp.com
INCUMBENCY CERTIFICATE
(State and Local Government Master Lease Purchase Agreement)

I, the undersigned being the duly appointed and acting Secretary or Clerk of Board of Education of Baltimore County ("Lessees"), DO HEREBY CERTIFY that (i) I have custody of the records of Lessee; and (ii) based on an examination of such records of Lessee as of the date set forth below, the following persons in the respective capacities indicated opposite their names have been authorized to execute, with full authority to bind the Lessee to the State and Local Government Master Lease Purchase Agreement between Lessee and Hewlett-Packard Financial Services Company as lessor ("Master Agreement"), and all other agreements, documents and instruments executed and delivered to be executed and delivered in connection therewith, including without limitation, the Master Agreement, any Schedules and Acceptance Certificates (as such terms are defined in the Master Agreement; collectively referred to as the "Documents"); and (iii) the signature set forth opposite such individual's name and title/office is the true and authentic signature of that individual; and, (iv) each such individual has (and had on the date each such individual affixed his or her signature to the Documents) the authority to enter into the Documents on behalf of the Lessee.

Name          Title/Office          Signature
Lawrence E. Schmidt, Esq.  President, Board of Education
S. Dallas Dance, Ph.D.  Superintendent

On behalf of Lessee, I hereby certify the due and effective ratification, approval, and confirmation of all such acts and things that any of the above-referenced persons has done or may do in connection with the matters outlined above prior or subsequent to the date of this Certificate. I do further certify that the foregoing authority shall remain in full force and effect, and Hewlett-Packard Financial Services Company shall be entitled to rely upon same, until written notice of the modification, rescission or revocation of same, in whole or in part, has been delivered to Hewlett-Packard Financial Services Company, but no such modification, rescission or revocation shall, in any event, be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Hewlett-Packard Financial Services Company of said written notice of said modification, rescission or revocation. The execution and delivery of the Documents for and on behalf of Lessee is not prohibited or in any manner restricted by any law, ordinance or regulation.

IN WITNESS WHEREOF, I have duly executed this Incumbency Certificate and affixed Lessee's seal hereto this ___ day of ____________ 2014.

Secretary/Clerk or duly elected or appointed and acting officer (or duly authorized designee of such officer) of

SEAL

BOARD OF EDUCATION OF BALTIMORE COUNTY

Signature: [Signature]
Print Name: Richard L. Gray
Title: Purchasing Manager

(PLEASE NOTE: THE GENERAL PURPOSE OF THIS DOCUMENT IS TO AUTHORIZED INDIVIDUALS TO SIGN THE LEASE DOCUMENTS. CONSEQUENTLY, THE PERSON PROVIDING THE AUTHORIZATION CANNOT HIM OR HERSELF BE ONE OF THE SIGNERS OF THE LEASE DOCUMENTS. - I.E. CANNOT AUTHORIZE HIM OR HERSELF.)
Master Agreement Number 446807-74

invent

hp financial services

Lessee's Organization Number __________
Lessee's Tax Identification Number _______________
Lessee's UCC Section 9-307 Location __________

STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT

This State and Local Government Master Lease Purchase Agreement (together with Exhibits A and B attached hereto and hereby made a part hereof, this "Master Agreement"), dated as of 3/12/2014, is entered into by and between Hewlett-Packard Financial Services Company, a Delaware corporation ("Lessee"), and Board of Education of Baltimore County, an agency, department or political subdivision in the State of Maryland ("Lessor"). Capitalized terms used in this Master Agreement without definition have the meanings ascribed to them in Section 31.

1. PURPOSE OF MASTER AGREEMENT. The purpose of this Master Agreement is to set forth the general terms and conditions upon which Lessee shall lease to Lessor, and Lessor shall lease from Lessee, Items of Hardware, Software or both (the "Equipment"). In connection with the execution of this Master Agreement, Lessor shall deliver to Lessee an Officer's Certificate in form and substance acceptable to Lessor, executed by a duly authorized officer of Lessor and certifying as to, among other things, Lessee's authority to enter into this Master Agreement, and the authority of Lessee's officers or representatives specified therein to execute this Master Agreement and an opinion of Lessee's counsel in form and substance satisfactory to Lessee.

2. COMMENCEMENT PROCEDURES. Subject to the other terms and conditions contained in this Master Agreement and the applicable Schedule, Lessee shall enter into individual Leases (hereinafter defined) with Lessor as follows:

(a) Execution of Schedule. Lessee and Lessor mutually agree to enter into a lease by executing a Schedule in the form of Exhibit A with such changes as Lessee and Lessor shall have agreed to as conclusively evidenced by their execution thereof. Each such Schedule shall specifically identify (by serial number or other identifying characteristics) the items of Equipment to be leased under such Schedule. Each Schedule, when executed by both Lessee and Lessor, together with this Master Agreement, shall constitute a separate and distinct lease ("Lease"), enforceable according to its terms. In the event of any conflict between the terms of this Master Agreement and such Schedule, the provisions of the Schedule shall govern.

(b) Acceptance: Term of Leases. Lessee shall accept the Equipment subject to a Lease in accordance with Section 3. The Term of each Lease shall begin on the Acceptance Date of the Equipment subject to such Lease and shall continue for the period described in the applicable Schedule unless a Non-assignment shall have occurred.

(c) Adjustments to Schedule. Lessee acknowledges that the Total Cost of Equipment and the related Rent payments set forth in any Schedule may be estimates, and if the final invoice from the Seller, together with the related Acceptance Certificate(s) specifies a Total Cost that is less than the estimated Total Cost set forth in the Schedule, Lessee hereby authorizes Lessor to reduce the applicable Total Cost and Rent payment on the Schedule by up to ten percent (10%) to reflect such final invoice amount (the "Final Invoice Amount"). All references in this Master Agreement and any Schedule to Total Cost and Rent shall mean the amounts thereof specified in the applicable Schedule, as adjusted pursuant to this paragraph.

(d) Payment by Lessee. Within 30 days after Lessor's delivery to Lessee of a properly completed and executed Acceptance Certificate and all other documentation necessary to establish Lessee's acceptance of each Equipment under the related Lease and Lessee's acceptance of such Acceptance Certificate, Lessee shall pay for the Equipment. Lessee shall not accept the Acceptance Certificate until it has received from Lessee (1) a completed and executed original Form 8038-G or 8038-CC, as applicable, or evidence of filing thereof with the Internal Revenue Service in the manner required by Code Section 149(c), (3) an opinion of Lessee's counsel, if required by Lessor, in form and substance reasonably satisfactory to Lessor and (4) any other documents or items reasonably required by Lessor. Notwithstanding the foregoing, Lessor shall not be obligated to pay for the Equipment if a Lessee Default has occurred or an event has occurred and is continuing that with the passage of time or provision of notice would constitute a Lessee Default. Lessor and Lessee acknowledge that the date the Lessor pays for the Equipment shall be the issue date of the obligation for federal income tax purposes in accordance with the Code and no Rent shall accrue prior to such date.

3. ACCEPTANCE OF EQUIPMENT. (a) Inspection of Equipment. Lessee agrees to inspect all Equipment as soon as reasonably practicable after the delivery thereof to Lessee.

(b) Acceptance Certificate. Upon the satisfactory inspection of the Equipment by Lessee, or if acceptance requirements for such Equipment are specified in the applicable Purchase Documents, as soon as such requirements are met, Lessee shall unconditionally and irrevocably accept the Equipment by executing and delivering to Lessor a properly completed Acceptance Certificate in substantially the form of Exhibit B.

4. RENT; LATE CHARGES. As rent ("Rent") for the Equipment under any Lease, Lessee agrees to pay the amounts specified in the applicable Schedule on the due dates specified in the applicable Schedule. Lessee agrees to pay Lessor interest on any Rent payment or other amount due hereunder that is not paid within 10 days of its due date, at the rate of 1-12% per month (or such lesser rate as is the maximum rate allowable under applicable law). Lessor will make provision for such payments in budgets submitted to its governing body for the purpose of obtaining funding for the payments.

5. TRANSFER OF EQUIPMENT ON EXPIRATION OF LEASE TERM. If Lessee has paid all Rent and all other amounts due under the Lease and has satisfied all other terms and conditions of the Lease, the Lease shall terminate and, except as provided in Section 28, Lessee shall be relieved of all of its obligations in favor of Lessor with respect to the Equipment and Lessor shall transfer all of its interest in such Equipment to Lessee "AS IS, WHERE IS," without any warranty, express or implied, from Lessor, other than the absence of any liens or claims by or through Lessor.

6. LEASES NON-CANCELABLE; NET LEASES; WAIVER OF DEFENSES TO PAYMENT. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT EACH LEASE HEREBUNDER SHALL BE NON-CANCELABLE (EXCEPT AS SET FORTH IN SECTION 7 HEREOF), AND THAT EACH LEASE HEREBUNDER IS A NET LEASE SO THAT AMONG OTHER THINGS LESSEE SHALL PAY IN ADDITION TO THE RENT, TAXES, INSURANCE AND MAINTENANCE CHARGES RELATED TO THE EQUIPMENT, LESSEE AGREES THAT IT HAS AN ABSOLUTE AND UNCONDITIONAL OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE. LESSEE HEREBY WAIVES ANY RECOUPMENT, CROSS-CLAIM, COUNTERCLAIM OR ANY OTHER DEFENSE AT LAW OR IN EQUITY TO ANY RENT OR OTHER AMOUNT DUE WITH RESPECT TO ANY LEASE, WHETHER ANY SUCH DEFENSE ARISES OUT OF THIS MASTER AGREEMENT, ANY SCHEDULE, ANY CLAIM BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNES OR SUPPLIER OR OTHERWISE. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE OR INTEGRATE AS REPRESENTED OR WARRANTED BY SUPPLIER OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, LESSEE

1 Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.
WILL MAKE ANY CLAIM ON ACCOUNT OF THOSE ISSUES SOLELY AGAINST SUPPLIER AND WILL NEVERTHELESS PAY ALL SUMS DUE WITH RESPECT TO EACH LEASE.

7. NONAPPROPRIATION. Notwithstanding anything contained in this Master Agreement to the contrary, in the event that sufficient funds are not appropriated and budgeted by Lessor's governing body or are not otherwise available from other legally available sources in any fiscal period for the payment of Rent and other amounts due under any Lease, the Lease shall terminate on the last day of the fiscal period for which appropriations were received or other amounts are available to pay amounts due under the Lease without penalty or expense to Lessor of any kind whatever, except as to the portions of Rent payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted, Lessor shall immediately cease all use of the Equipment, and shall, at its sole expense and risk, immediately de-install, dismantle, pack, crate, insure, and return the Equipment subject to such Lease to Lessor (all in accordance with Section 10 of this Master Agreement). Such Equipment shall be in the same condition as when received by Lessor (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be tendered in good operating order and maintenance as required by this Lease, shall be free and clear of all liens (except Lessor's lien) and shall comply with all applicable laws and regulations. Lessor agrees to execute and deliver to Lessor all documents reasonably requested by Lessor or evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessor's interest in such Equipment. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. At Lessor's request, Lessor shall promptly provide supplemental documentation as to such Non-Appropriation satisfactory to Lessor. Lessor's exercise of its rights pursuant to this Section 7 shall not affect the survival of any indemnity and other provisions (other than the obligation to lease the Equipment and pay amounts due under the Lease) which survive the termination of the Lease.

8. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessor assigns to Lessor all of Lessor's right, title and interest in and to (a) the Equipment described in such Schedule, and (b) the Purchase Documents relating to such Equipment. Such assignment of the Purchase Documents is an assignment of rights only, nothing in this Master Agreement shall be deemed to have relieved Lessor of any obligation or liability under any of the Purchase Documents, except that, as between Lessor and Lessor, Lessor shall pay for the Equipment in accordance with Section 9 of this Master Agreement. Lessor represents and warrants to Seller that it has reviewed and approved the Purchase Documents. In addition, if Lessor so requests, Lessor will deliver to Lessor a document acceptable to Lessor whereby Seller acknowledges and provides any required consent to such assignment. For the avoidance of doubt, Lessor covenants and agrees that it shall at all times during the Term of each Lease comply in all respects with the terms of any License Agreement relating to any Equipment leased thereunder. IT IS ALSO SPECIFICALLY UNDERSTOOD AND AGREED THAT NEITHER SUPPLIER NOR ANY SALESPERSON OF SUPPLIER IS AN AGENT OF LESSOR, NOR ARE THEY AUTHORIZED TO WAIVE OR ALTER ANY TERMS OF THIS MASTER AGREEMENT OR ANY SCHEDULE.

9. ASSIGNMENT OF SUPPLIER WARRANTIES. To the extent permitted, Lessor hereby assigns to Lessor all Equipment warranties provided by Supplier in the applicable Purchase Documents. Lessor shall have the right to use any action it deems appropriate to enforce such warranties. Lessor also provides that it has reviewed and approved the Equipment, and Lessor agrees that no such warranties shall be voided due to the assignment of such warranties or such assignment of such Equipment warranties shall be voided due to the assignment of such Equipment warranties.

10. EQUIPMENT RETURN REQUIREMENTS. At any time Lessor is required to return Equipment to Lessor under the terms of this Master Agreement or any Schedule, Lessor shall (a) wipe clean or permanently delete all data contained on the Equipment, including without limitation, any data contained on internal or external drives, disks, or accompanying media, and (b) pack the Equipment to be returned to Lessor in accordance with the manufacturer's guidelines and deliver such Equipment to Lessor at a location designated by Lessor. Lessor shall also be responsible for ensuring that the Lessor complies with the applicable laws and regulations.

11. EQUIPMENT USE, MAINTENANCE AND ADDITIONS. Lessor is solely responsible for the selection, installation, operation and maintenance of the Equipment and all costs related thereto, including shipping charges. Lessor shall at all times operate and maintain the Equipment in good working order, repair, condition and appearance, in accordance with the Equipment's manual and all applicable laws. Lessor shall, at its expense, immediately correct and repair any damage or defect in the Equipment subject to this Master Agreement.

12. EQUIPMENT OWNERSHIP; LIENS; LOCATION. Upon acceptance of the Equipment by Lessor hereunder, title to the Equipment will vest in Lessor; provided, however, that (i) in the event of termination of this Lease by Lessor pursuant to Section 7 hereof, or (ii) upon the occurrence of a Lease Default as defined in Section 22 hereof, and as long as such Lessee Default is continuing, title to the Equipment (including Substitute Equipment) will immediately vest in Lessee or its assignee. Lessor covenants with respect to each Lease that (i) it will not pledge or encumber the Equipment or Lessor's interest in the Equipment in any manner whatsoever nor give any security interest to any third parties, (ii) the Equipment shall remain in the possession of Lessor at all times during the Term of each Lease, (iii) Lessor shall make all necessary repairs to the Equipment, (iv) Lessor shall maintain the Equipment in good working order and condition, (v) Lessor shall maintain the Equipment and all materials, parts, and supplies and keep the Equipment clean and free of any defects or damage, (vi) Lessor shall not use the Equipment for any purpose other than that for which it was purchased, (vii) Lessor shall not remove the Equipment from the location specified in the applicable Schedule without prior written notice to Lessor, (viii) Lessor shall not sublease the Equipment, (ix) Lessor shall not assign the Equipment, (x) Lessor shall not use the Equipment for any purpose other than that for which it was purchased, (xi) Lessor shall not alter or modify the Equipment without the prior written consent of Lessor, (xii) Lessor shall not remove the Equipment from the location specified in the applicable Schedule without prior written consent of Lessor, and (xiii) Lessor shall not sell, lease, transfer, convey, assign, or otherwise dispose of the Equipment without the prior written consent of Lessor.

MLPA 08-22-07 Page 2 of 10
13. SECURITY INTEREST; MAXIMUM RATE. In order to secure all of its obligations hereunder, Lessee hereby, to the extent permitted by law and to secure payment and performance of Lessee’s obligations under this Master Agreement and all Leases, grants Lessor a purchase money security interest in the related Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including, without limitation, insurance proceeds) thereto as well as a security interest in any other Equipment financed pursuant to this Master Agreement or any other agreement between Lessor and Lessee (collectively, the “Collateral”). In any such event, notwithstanding any provisions contained in this Master Agreement or in any Schedule, neither Lessor nor any Assignee shall be entitled to receive, collect or apply as interest any amount in excess of the maximum rate or amount permitted by applicable law. In the event Lessee or any Assignee ever remits to Lessor or assigns as interest any amount in excess of the maximum amount permitted by applicable law, such excess amount shall be applied to the unpaid principal balance and any remaining excess shall be refunded to Lessee. In determining whether the interest paid or payable under any specific contingency exceeds the maximum rate or amount permitted by applicable law, Lessor and Lessee shall, to the maximum extent permitted under applicable law, characterize any non-principal payment as an expense or fee rather than as interest, exclude voluntary prepayments and the effect thereof, and spread the total amount of interest over the entire term of this Master Agreement and all Leases. Lessee agrees that Lessor may file this Lease as a financing statement evidencing such security interest or any other financing statement deemed necessary by Lessee and agrees to execute and deliver all certificates of title and other instruments necessary or appropriate to evidence such security interest.

14. RISK OF LOSS AND INSURANCE. Lessee assumes any and all risk of loss or damage to the Equipment from the time such Equipment is delivered to Lessee until such Equipment is returned to and is received by Lessor in accordance with the terms and conditions of this Master Agreement. Lessor agrees to keep the Equipment insured at Lessee’s expense against all risks of loss from any cause whatsoever, including without limitation, loss by fire (including extended coverage), theft and damage. Lessee agrees that such insurance shall name Lessor as a loss payee and cover not less than the replacement value of the Equipment. Lessee also agrees that it shall carry commercial general liability insurance in an amount not less than $2,000,000 total liability per occurrence and cause Lessee and its affiliates and its and their successors and assigns, to be named additional insured under such insurance. Each policy shall provide that the insurance cannot be canceled without at least 30 days’ prior written notice to Lessee, and no policy shall contain § 7 hereof, pay Lessor the Stipulated Loss Value of the Equipment suffering the Casualty Loss, or insurance obtained by third party insurance carriers. Lessee may self-insure against such risks, provided that Lessor’s interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers and provided further that such self-insurance program is consistent with prudent business practices with respect with such insurance risk. Lessee shall provide to Lessor (a) on or prior to the Acceptance Date for each Lease, and from time to time thereafter, certificates of insurance evidencing such insurance coverage throughout the Term of each Lease, and (b) upon Lessee’s request, copies of the insurance policies. Lessee shall promptly reimburse Lessor for any expense Lessee shall incur in providing such insurance protecting Lessee at Lessee’s expense. Lessee’s expenses shall include no full premium paid for such insurance and any customary charges, costs or fees of Lessee. Lessee agrees to pay such amounts in substantially equal installments allocated to each Rent payment (plus interest on such amounts at the rate of 1-1/2% per month or such lesser rate as is the maximum rate allowable under applicable law).

15. CASUALTY LOSS. Lessee shall notify Lessor of any Casualty Loss or repairable damage to any Equipment as soon as reasonably practicable after the date of any such occurrence but in no event later than 30 days after such occurrence. In the event any Casualty Loss shall occur, on the next Rent payment date Lessee shall (a) at Lessee’s option provide proof during such Casualty Loss has occurred nor an event that with the passage of time or provision of notice would constitute a Lessee Default has occurred and is continuing or (b) at Lessor’s option if a Lessee Default has occurred or an event that with the passage of time or provision of notice would constitute a Lessee Default has occurred and is continuing, (1) subject to Section 7 hereof, pay Lessor the Stipulated Loss Value of the Equipment suffering the Casualty Loss, or (2) substitute and replace such item of Equipment suffering the Casualty Loss with an item of Substitute Equipment. If Lessee shall pay the Stipulated Loss Value of the Equipment suffering a Casualty Loss, upon Lessee’s receipt in full of such payment the applicable Lessee shall terminate as relates to such Equipment and, except as provided in Section 29, Lessee shall be relieved of all obligations under the applicable Lease as it relates to such Equipment. If Lessee shall replace Equipment suffering a Casualty Loss with items of Substitute Equipment the applicable Lease shall continue in full force and effect without any abatement of Rent and such Substitute Equipment thereafter being deemed to be Equipment leased thereunder. Upon Lessee’s receipt of such payment of Stipulated Loss Value in full or replacement of the Equipment suffering the Casualty Loss with Substitute Equipment, Lessor shall transfer to Lessee all of Lessor’s interest in the Equipment suffering the Casualty Loss “AS IS, WHERE IS,” without any warranty, express or implied, from Lessor, other than the absence of any liens or claims by or through Lessee. In the event of any repairable damage to any Equipment, the Lease shall continue with respect to such Equipment without any abatement of Rent and Lessee shall, at its expense, from insurance proceeds or other funds legally available, promptly cause such Equipment to be repaired to the condition it is required to be maintained pursuant to Section 11.

16. TAXES. Lessor shall report and pay all Taxes now or hereafter imposed or assessed by any governmental body, agency or taxing authority upon the purchase, ownership, travel, installation, leasing, rental, use or sale of the Equipment, the Rent or other charges payable hereunder, or otherwise upon or in connection with any Lease, whether assessed on Lessee or Lessee, other than any such Taxes required by law to be reported and paid by Lessor, together with any penalties or interest in connection therewith attributable to Lessee’s acts or failure to act, excluding (a) Taxes on or measured by the overall gross or net income or items of tax preference of Lessor, or (b) as to any Lessor the related Equipment, Taxes attributable to the period after the return of such Equipment to Lessee, and (c) Taxes imposed as a result of a sale or other transfer by Lessor of any portions of its interest in any Lease or in any Equipment except for a sale of other transfer to Lessee of a sale or other transfer occurring after and during the continuance of any Lessee Defaults.

17. GENERAL INDEMNITY. Lessee, to the extent permitted by law, shall indemnify and hold harmless Lessor and assignees, from and against any and all Claims arising out of or in connection with any matter involving this Master Agreement, the Equipment or any Lease, including but not limited to the selection, manufacturer, purchase, acceptance, rejection, ownership, delivery, lease, possession, maintenance, use (including any patent, trademark or copyright infringement), condition, return or operation of any Equipment or the enforcement of Lessor’s rights under any Lease. Notwithstanding the foregoing, Lessee shall have no obligation to indemnify or defend against any such Claim arising solely as a result of Lessor’s gross negligence or willful misconduct.

18. TAX REPRESENTATIONS AND TAX PAYMENTS. (a) Lessee represents, covenants and warrants that: (i) Lessor is a political subdivision or agency or department of the State in which it is located; (ii) a portion of the Rent is interest based on the total Equipment cost as shown on a Schedule and such Interest portion of the Rent shall be excluded from Lessor’s gross income pursuant to Section 163 of the Code; (iii) Lessor will comply with all information reporting requirements of Section 148(f) of the Code; and (iv) Lessee will comply with all information reporting requirements of Section 148(f) of the Code, because such compliance shall include but not be limited to the furnishing to Lessor of information statements requested by Lessor or any taxing authority or the furnishing of any Request of Form 7430. Lessee shall not do or cause to be done any act which may cause, or by omission of any act, cause the Lease to be an exchange bond within the meaning of Section 148(f) of the Code; (v) Lessee will not do or cause to be done any act which will cause, or by omission of any act, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act, cause the Equipment or any portion of the Equipment to be or become includable in gross income for federal income tax purposes; and (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act, cause any portion of the Equipment to be or become includable in gross income for federal income tax purposes.

(b) This Master Agreement has been entered into on the basis that Lessor or any Assignee of Lessor shall claim that the interest paid hereunder is exempt from federal income tax under Section 160 of the Code. Upon a breach by Lessee of any of its representations, warranties and covenants in Section 18(a) above and as a result thereof, the United States Government disallows, eliminates, reduces, recaptures, or disqualifies, in whole or in part, any benefits of such exemption, Lessee shall
then pay to Lessor, at Lessor's election, either: (i) supplemental payment(s) to Lessor during the remaining period of the Term(s) in an amount necessary to permit Lessor to receive (on an after tax basis over the full term of the Master Agreement) the same rate of return that Lessor would have realized had there not been a loss or disallowance of such benefits, together with the amount of any interest or penalty which may be assessed by the governmental authority with respect to such loss or disallowance; or (ii) a lump sum payable upon demand to Lessor which shall be equal to the amount necessary to permit Lessor to receive (on an after tax basis over the full term of the Master Agreement) the same rate of return that Lessor would have realized had there not been a loss or disallowance of such benefits together with the amount of any interest or penalty which may be assessed by the governmental authority with respect to such loss or disallowance.

19. COVENANT OF QUIET ENJOYMENT. So long as no Lessee Default exists, and no event shall have occurred and be continuing which, with the giving of notice or the passage of time or both, would constitute a Lessor Default, neither Lessor nor any party acting or claiming through Lessor, by assignment or otherwise, will disturb Lessee's quiet enjoyment of the Equipment during the Term of the related Lessee.

20. DISCLAIMERS AND LESSEE WAIVERS. LESSEE LEASES THE EQUIPMENT FROM LESSOR "AS IS, WHERE IS." IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 19, LESSOR MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY, OPERATION, OR CONDITION OF ANY EQUIPMENT (OR ANY PART THEREOF), THE MERCHANTABILITY OR FITNESS OF EQUIPMENT FOR A PARTICULAR PURPOSE, OR ISSUES REGARDING PATENT INFRINGEMENT, TITLE AND THE LIKE; (B) LESSOR SHALL NOT BE DEEMED TO HAVE MADE, BE BOUND BY OR LIABLE FOR, ANY REPRESENTATION, WARRANTY OR PROMISE MADE BY THE SUPPLIER OF ANY EQUIPMENT (EVEN IF LESSOR IS AFFILIATED WITH SUCH SUPPLIER); (C) LESSOR SHALL NOT BE LIABLE FOR ANY FAILURE OF ANY EQUIPMENT OR ANY DELAY IN THE DELIVERY OR INSTALLATION THEREOF; (D) LESSOR HAS SELECTED ALL EQUIPMENT WITHOUT LESSOR'S ASSISTANCE; AND (E) LESSOR IS NOT A MANUFACTURER OF ANY EQUIPMENT. IT IS FURTHER AGREED THAT LESSOR SHALL HAVE NO LIABILITY TO LESSEE, OR ANY OTHER PARTIES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS MASTER AGREEMENT OR ANY SCHEDULE OR CONCERNING ANY EQUIPMENT, OR FOR ANY DAMAGES BASED ON STRICT OR ABSOLUTE TORT LIABILITY OR LESSOR'S NEGLIGENCE; PROVIDED, HOWEVER, THAT NOTHING IN THIS MASTER AGREEMENT SHALL DEPRIVE LESSEE OF ANY RIGHTS IT MAY HAVE AGAINST ANY PERSON OTHER THAN LESSOR. LESSOR AND LESSEE EACH AGREE THAT THE LEASES SHALL BE GOVERNED BY THE EXPRESS PROVISIONS OF THIS MASTER AGREEMENT AND THE OTHER FUNDAMENTAL AGREEMENTS, AND NOT THE ALIENATION PROVISIONS OR ANY OTHERWISE APPLICABLE LAW. ACCORDINGLY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY STATUTE OR OTHERWISE, IN EITHER CASE THAT ARE INCONSISTENT WITH OR THAT WOULD LIMIT OR MODIFY LESSOR'S RIGHTS SET FORTH IN THIS MASTER AGREEMENT.

21. LESSEE WARRANTIES. Lessee represents, warrants and covenants to Lessor with respect to each Lease that: (a) Lessee has the power and authority to enter into each of the Fundamental Agreements; (b) all Fundamental Agreements are legal, valid and binding obligations of Lessor, enforceable against Lessor in accordance with their terms and do not violate or create a default under any instrument or agreement binding on Lessor; (c) there are no pending or threatened actions or proceedings before any court or administrative agency that could have a material adverse effect on Lessor or any Fundamental Agreement, unless such actions or proceedings have been disclosed to Lessor and consumed to the knowledge by Lessor; (d) good faith and due diligence in maintaining the Equipment and Lessee's performance of its obligations under any Fundamental Agreement; (e) each Fundamental Agreement shall be effective against all creditors of Lessee under applicable law, including fraudulent conveyance and bulk transfer laws, and shall make no presumption of fraud; (f) all financial statements, certificates or summaries relating to Lessee's financial condition, fiscal budget or the assessment and collection of taxes and other related information furnished by Lessee shall be prepared in accordance with generally accepted accounting principles in the United States in effect at that time and shall fairly present Lessee's financial position as of the dates given on such statements; (g) since the date of the most recent annual financial statement, there has been no material adverse change in the financial condition of, or the level of assessment or collection of taxes by, the Lessee; (h) the Equipment, subject to any Lease, is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the Term of such Lease only by Lessee and only for such function; (i) Lessee intends to use the Equipment for the entire Term of such Lease and all Equipment will be used for business purposes only and not for personal, family or household use; (j) Lessee has complied fully with all applicable law governing open meetings, public bidding and any procedures required in connection with this Lease and the acquisition of the Equipment; (k) there has been no material change in the budget for Lessee's current fiscal year since its adoption; (l) Lessee's obligations to pay Rent and any other amounts due under this Lease constitute a current expense and not a debt of Lessee under applicable state law; (m) no provision of this Lease constitutes a pledge of the tax or general revenues of Lessee; (n) Lessee does not export, re-export, or transfer any Equipment, Software, system software or source code or any direct product thereof to a prohibited destination, or to nationals of prohibited countries wherever located, without prior authorization from the United States government and other applicable governments; (o) Lessee does not use any Equipment, Software, system software or technology, technical data, or technical assistance related thereto or the products thereof in the design, development, production or operation of nuclear, missile, chemical, or biological weapons or transfer the same to a prohibited destination, or to nationals of prohibited countries wherever located, without prior authorization from the United States and other applicable governments; and (p) Lessee is not an entity designated by the United States government or any other applicable government with which transacting business without the prior consent of such government is prohibited.

22. DEFAULT. Any of the following shall constitute a default by Lessee (a "Lessee Default") under this Master Agreement and all Leases: (a) Lessee fails to pay any Rent payment or any other amount payable to Lessor under this Master Agreement or any Schedule within 10 days after its due date; or (b) Lessee defaults on or breaches any of the terms and conditions of any Material Agreement, and fails to cure such breach within 10 days after written notice thereof from Lessor; or (c) any representation or warranty made by Lessee in any Material Agreement proves to be incorrect in any material respect when made or reaffirmed; or (d) any change occurs in relation to Lessee's financial condition that, in Lessor's opinion, would have a material adverse effect on Lessee's ability to perform its obligations under this Master Agreement or under any Schedule or (e) Lessee becomes insolvent or fails generally to pay its debts as they become due; or (f) a proceeding under any bankruptcy, reorganization, arrangement of debt, insolvency or receivership law is filed by or against Lessee (and, if such proceeding is involuntary, it is not dismissed within 60 days after the thereof) or Lessee takes any action to authorize any of the foregoing matters; (g) any Equipment is levied against, seized or attached; or (h) any letter of credit or guaranty issued in support of a Lease is revoked, breached, canceled or terminated (unless consented to in advance by Lessor).

23. REMEDIES. If a Lessee Default occurs, Lessor may, in its sole discretion, exercise one or more of the following remedies: (a) declare all amounts due and to become due during Lessee's current fiscal year under any or all Leases to be immediately due and payable; or (b) terminate this Master Agreement or any Lease(s); or (c) take possession of, or render unuseable, any Equipment wherever the Equipment may be located, without demand or notice and without liability to the Lessee or any other person (except for damages to property reasonably incurred in connection with such possession or unuseability); or (d) require Lessee to deliver the Equipment to a location specified by Lessor; or (e) declare the Stipulated Loss Value for any or all Equipment to be due and payable as liquidated damages for loss of a bargain and not as a penalty and in lieu of any further Rent payments under the applicable Lease or Leases; or (f) proceed by court action to enforce performance of any of Lessee's obligations under any Lease and/or to recover all damages and expenses incurred by Lessor by reason of any Lessee Default; or (g) terminate any other agreement that Lessee may have with Lessor; or (h) exercise any other right or remedy available to Lessor at law or in equity. Also, Lessor shall pay Lessee (i) all costs and expenses that Lessee may incur to maintain the Equipment, Congressionally authorized and other expenses incurred by Lessor in enforcing any of the terms, conditions or provisions of this Master Agreement (including reasonable legal fees and collection agency costs) and (ii) all costs incurred by Lessor in exercising any of its remedies hereunder (including reasonable legal fees). Upon repossession or surrender of any Equipment, Lessor will lease, sell or otherwise dispose of the Equipment in a commercially reasonable manner, without or with notice and at public or private sale, and apply the net proceeds thereof to the amounts owed to Lessee under this

MLPA 06-22-07
Master Agreement; provided, however, that Lessee will remain liable to Lessor for any deficiency that remains after any sale or lease of such Equipment. Any proceeds of any sale or lease of such Equipment in excess of the amounts owed to Lessor under this Master Agreement will be retained by Lessor. Lessee agrees that with respect to any notice of a sale required by law to be given, 10 days' notice will constitute reasonable notice. With respect to any exercise by Lessor of its right to recover and/or dispose of any Equipment or other Collateral securing Lessor's obligations under any Schedule, Lessor acknowledges and agrees as follows: (i) Lessor shall have no obligation, subject to the requirements of commercial reasonableness, to clean-up or otherwise prepare the Equipment or any other Collateral for disposition, (ii) Lessor may comply with any applicable state or federal law requirements in connection with any disposition of the Equipment or other Collateral, and any actions taken in connection therewith shall not be deemed to have adversely affected the commercial reasonableness of any such disposition, and (iii) Lessor may convey the Equipment and any other Collateral on an "AS IS, WHERE IS" basis, and without limiting the generality of the foregoing, may specifically exclude or disclaim any and all warranties, including any warranty of title or the like with respect to the disposition of the Equipment or other Collateral, to the extent that such exclusion or disclaimer of any warranty shall be deemed to have adversely affected the commercial reasonableness of any such disposition. These remedies are cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

24. PERFORMANCE OF LESSEE'S OBLIGATIONS. If Lessee fails to perform any of its obligations hereunder, Lessor may perform any act or make any payment that Lessor deems reasonably necessary for the maintenance and preservation of the Equipment and Lessor's interests therein; provided, however, that the performance of any act or payment by Lessor shall not be deemed a waiver of, or release Lessee from, the obligation at issue. All sums so paid by Lessor, together with expenses (including legal fees and costs) incurred by Lessor in connection therewith, shall be paid to Lessor by Lessee immediately upon demand.

25. PURCHASE OPTIONS. Lessee may elect, by delivering to Lessor at least 30 days' prior written notice, to purchase on any Rent payment date not less than all Units of Equipment then subject to the Lease (other than items of Software that may not be sold by Lessor under the terms of any applicable License Agreement) for an amount equal to the sum of the Rent then due, all other amounts due under the Lease and the Concluding Payment for such Equipment as of the designated Rent payment date; provided no Lease Default shall have occurred and be continuing or no event has occurred which with notice or lapse of time could constitute a Lease Default. In the event of such an election, Lessor shall pay such amount to Lessor, in immediately available funds, on or before the designated Rent payment date. If Lessor shall have elected to purchase the Equipment, Lessor shall have so paid the purchase price and shall have fulfilled the terms and covenants of this Master Agreement and the related Schedule, then (i) the Lease with respect to such Equipment shall terminate on the designated Rent payment date and, except as provided in Section 28, Lessee shall be relieved of all of its obligations in favor of Lessor with respect to such Equipment, and (ii) Lessor shall transfer all of its interest in such Equipment to Lessee "AS IS, WHERE IS," without any warranty, express or implied, from Lessor, other than the absence of any liens or claims by or through Lessor.

26. ASSIGNMENT. Lessor shall have the unqualified right to sell, assign, grant a security interest in or otherwise convey any part of its interest in this Master Agreement, any Lease or any Equipment, in whole or in part, without prior notice to or the consent of Lessee. If any Lease is sold, assigned, or otherwise conveyed, Lessor agrees that Lessor's purchaser, assignee or transferee, as the case may be ("Assignee") shall (a) have the same rights, powers and privileges that Lessor has under the applicable Lease, (b) have the right to receive from Lessee all amounts due under the applicable Lease, and (c) not be required to perform any obligations of Lessor, other than those that are expressly assumed in writing by such Assignee. Lessor agrees to execute such instruments and to take such actions as may be reasonably required by Lessor or the Assignee and Lessee further agree that Lessor or the Assignee may be the assignee of any security interest created by or under this Agreement, and that any such assignee may be a Person other than Lessor. Lessee will not assert against such Assignee any set-off, defense or counterclaim that Lessee may have against Lessor or any other Person. Unless otherwise specified by Lessor and the Assignee, Lessee shall continue to pay all amounts due under the applicable Lease to such Assignee when due and as directed in such notice. Lessee further agrees that any Assignee may further sell, assign, grant a security interest in or otherwise convey its rights and interests under the applicable Lease with the same force and effect as the assignment described hereinafore. Lessee may not assign, transfer, sell, sublease, pledge or otherwise dispose of this Master Agreement, any Lease, any Equipment or any Interest therein. Lessee shall acknowledge such assignment in writing if so requested and keep a complete and accurate record of all such assignments in a manner that complies with Section 149 of the Code, and regulations promulgated thereunder.

27. FURTHER ASSURANCES. Lessee agrees to promptly execute and deliver to Lessor such further documents and take such further action as Lessor may require in order to more effectively carry out the intent and purpose of this Master Agreement and any Schedule. Without limiting the generality of the foregoing, Lessee agrees (a) to furnish to Lessor from time to time, its certified financial statements, officer's certificates and appraisals of lessee's financial condition, and such other information and documents as Lessor may reasonably request, and (b) to execute and timely deliver to Lessor such documents that Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral or to evidence Lessor's interest in the Equipment. It is also agreed that Lessor or Lessor's agent may file as a financing statement, any lease document (or copy thereof, where permitted by law) or other financing statement that Lessor deems appropriate to perfect or protect Lessor's security interest in the Collateral or to evidence Lessor's interest in the Equipment. Upon demand, Lessee will promptly reimburse Lessor for any filing or recording fees or expenses (including legal fees and costs) incurred by Lessor in perfecting or protecting its interests in any Collateral. Lessee represents and warrants that Lessee's name as set forth in the signature block below is Lessee's full and accurate legal name and that the information set forth on the first page hereof regarding Lessee's organization number, tax identification number and location is true and correct as of the date hereof. Lessee further agrees to provide Lessor advance written notice of any change in the foregoing.

28. TERM OF MASTER AGREEMENT; SURVIVAL. This Master Agreement shall commence and be effective upon the execution hereof by both parties and shall continue in effect until terminated by either party by 30 days' prior written notice to the other, provided that the effective date of the termination is after all obligations of Lessee arising hereunder and pursuant to any Schedule have been fully satisfied. Notwithstanding the foregoing, all representations, warranties and covenants made by Lessee hereunder shall survive the termination of this Master Agreement and shall remain in full force and effect. All of Lessor's rights, privileges and indemnities under this Master Agreement or any Lease, to the extent that they are fairly attributable to events or conditions occurring or existing on or prior to the expiration or termination of such Lease, shall survive such expiration or termination and be enforceable by Lessor and Lessor's successors and assigns.

29. WAIVER OF JURY TRIAL. LESSEE AND LESSOR HEREBY EXPRESSLY WAIVE ANY RIGHT TO DEMAND A JURY TRIAL WITH RESPECT TO ANY ACTION OR PROCEEDING INSTITUTED BY LESSOR OR LESSEE IN CONNECTION WITH THIS MASTER AGREEMENT OR ANY FUNDAMENTAL AGREEMENT.

30. NOTICES. All notices, requests, demands, waivers and all other communications required or permitted to be given under this Master Agreement or any other Fundamental Agreement shall be in writing and shall be deemed to have been received upon receipt if delivered personally by a nationally recognized overnight courier service, or by confirmed facsimile transmission, or 3 days after deposit in the United States mail, certified, postage prepaid with return receipt requested, addressed as follows (or such other address or fax number as either party shall to notify the other):
31. MISCELLANEOUS
(a) Governing Law. THIS MASTER AGREEMENT AND EACH LEASE SHALL BE GOVERNED BY THE INTERNAL LAWS (AS OPPOSED TO CONFLICTS OF LAW PROVISIONS) OF THE STATE OF EQUIPMENT LOCATION.
(b) Credit Review. Lessee consents to a reasonable credit review by Lessor for each Lease.
(c) Capsules and References. The captions contained in this Master Agreement and any Schedule are for convenience only and shall not affect the interpretation of this Master Agreement or any Lease. All references in this Master Agreement to Sections and Exhibits refer to Sections hereof and Exhibits hereof unless otherwise indicated.
(d) Entire Agreement; Amendments. This Master Agreement and all other Fundamental Agreements executed by both Lessor and Lessee constitute the entire agreement between Lessor and Lessee relating to the leasing of the Equipment, and supersede all prior agreements relating thereto, whether written or oral, and may not be amended or modified except in a writing signed by the parties hereto.
(e) No Waiver. Any failure of Lessor to require strict performance by Lessee, or any written waiver by Lessor of any provision hereof, shall not constitute consent or waiver of any other breach of the same or any other provision hereof.
(f) Lessor Affiliates. Lessee understands and agrees that Hewlett-Packard Financial Services Company or any affiliate or subsidiary thereof may, as lessor, execute Schedules under this Master Agreement, in which event the terms and conditions of the applicable Schedule and this Master Agreement as it relates to the lessor under such Schedule shall be binding upon and shall inure to the benefit of such entity executing such Schedule as lessor, as well as any successors or assigns of such entity. Lessee agrees that Lessor may disclose any information provided by Lessee to Lessor or created by Lessor in the course of administering the Material Agreements to any parent or affiliate of Lessor.
(g) Invalidity. If any provision of this Master Agreement or any Schedule shall be held to be invalid, illegal or unenforceable, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Master Agreement or such Schedule.
(b) Counterparts. This Master Agreement may be executed in counterparts, which collectively shall constitute one document.
(i) Lessor Reliance. Lessee may set in reliance upon any instrument, instrument or signature reasonably believed by Lessee in good faith to be genuine. Lessee may assume that any employee of Lessee who executes any document or gives any written notice, request or instructions has the authority to do so.

32. DEFINITIONS. All capitalized terms used in this Master Agreement have the meanings set forth below or in the Sections of this Master Agreement referred to below:

“Acceptance Certificate” means an Acceptance Certificate in substantially the form of Exhibit B, executed by Lessee and delivered to Lessor in accordance with Section 3.

“Acceptance Date” means, as to any Lease, the date Lessee shall have accepted the Equipment subject to such Lease in accordance with Section 3.

“Assignee” means any assignee of all or any portion of Lessor’s Interest in this Master Agreement, any Schedule or any Equipment, whether such assignee received the assignment of such interest from Lessor or a previous assignee of such interest.

“Authorized Lessor Representative” has the meaning specified in Section 10.

“Casualty Loss” means, with respect to any Equipment, the condemnation, taking, loss, destruction, theft or damage beyond repair of such Equipment.

“Casualty Value” means, as to any Equipment, as amount determined as of the date of the Casualty Loss or Lessee Default in question pursuant to a "Table of Casualty Values" attached to the applicable Schedule or, if no "Table of Casualty Values" is attached to the applicable Schedule, an amount equal to the present value as of the date of the Casualty Loss or Lessee Default in question of such Equipment (discounted at 5% per annum, compounded monthly) of all Rent payments payable after such date.

“Claims” means all claims, actions, suits, proceedings, costs, expenses (including, without limitation, court costs, witness fees and attorneys’ fees), damages, obligations, judgments, orders, penalties, fines, loss, liabilities and losses, including, without limitation, actions based on Lessor’s strict liability in tort.


“Collateral” has the meaning specified in Section 13.

“Concluding Payments” means the list of concluding payments on the attachment to the applicable Schedule.

“Daily Rent” means, as to any Lease, an amount equal to the per diem Rent payable under the applicable Schedule (calculated on the basis of a 360 day year and 30 day months).

“Equipment” has the meaning specified in Section 1.

“Equipment Location” means, as to any Equipment, the address at which such Equipment is located from time to time, as originally specified in the applicable Schedule and as subsequently specified in a notice delivered to Lessee pursuant to Section 12, if applicable.

“Fair Market Value” means the total price that would be paid for any specified Equipment in an arm’s length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. Such total price shall not be reduced by the costs of removing such Equipment from its current location or moving it to a new location.

“Final Invoice Amount” has the meaning set forth in Section 2(c).

“First Payment Date” means, as to any Lease, the date the first Rent payment with respect to such Lease is due, as determined pursuant to the terms of the applicable Schedule.

“Fiscal Period” shall mean the fiscal year of Lessee, as it may be more particularly described in a Schedule.

“Fundamental Agreements” means, collectively, this Master Agreement, each Schedule and Acceptance Certificate and all other related instruments and documents.

“Hardware” means items of tangible equipment and other property.

“Lease” has the meaning specified in Section 2(c).

“Lessor” has the meaning specified in the preamble hereof.

“Lessor Default” has the meaning specified in Section 22.

“Lessor” has the meaning specified in the preamble hereof.

“License Agreement” means any license agreement or other document granting the purchaser the right to use Software or any technical information, confidential business information or other documentation relating to Hardware or Software, as amended, modified or supplemented by any other agreement between the licensor and Lessee.

“Master Agreement” has the meaning specified in the preamble hereof.

“Material Agreements” means, collectively, all Fundamental Agreements, all other material agreements by and between Lessor and Lessee, and any application for credit, financial statement, or financial data required to be provided by Lessee in connection with any Lease.

“Mobile PC Equipment” has the meaning specified in Section 12 hereof.

“Non-Appropriation” has the meaning specified in Section 7.

“Optional Additions” has the meaning specified in Section 11.
"PC Equipment" means, collectively, personal computers (e.g., workstations, desktops and notebooks) and related items of peripheral equipment (e.g., monitors, printers and docking stations).

"Purchase Documents" means, as to any Equipment, any purchase order, contract, bill of sale, License Agreement, invoice and/or other documents that Lessee has, at any time, approved, agreed to be bound by or entered into with any Supplier of such Equipment relating to the purchase, ownership, use or warranty of such Equipment.

"Rent" has the meaning specified in Section 4.

"Schedule" means, unless the context shall otherwise require a Schedule executed by Lessor and Lessee pursuant to Section 2(a).

"Seller" means, as to any Equipment, the seller of such Equipment as specified in the applicable Schedule.

"Software" means copies of computer software programs owned or licensed by Lessor, and any disks, CDs, or other media on which such programs are stored or written.

"State" means any of the states of the United States, its territories and possessions.

"Stipulated Loss Value" means, as to any Equipment, an amount equal to the sum of (a) all Rent (including the Daily Rent from the Rent payment date immediately preceding the date of the Casualty Loss or Lessee Default to the date of the Casualty Loss or Lessee Default) and other amounts due and owing with respect to such Equipment as of the date of payment of such amount, plus (b) the Casualty Value of such Equipment.

"Substitute Equipment" means, as to any item of Hardware or Software subject to a Lease, a substantially equivalent or better item of Hardware or Software having equal or greater capabilities and equal or greater Fair Market Value manufactured or licensed by the same manufacturer or licensor as such item of Hardware or Software subject to a Lease. The determination of whether any item of Equipment is substantially equivalent or better than an item of Equipment subject to a Lease shall be based on all relevant facts and circumstances, but shall minimally require, in the case of a computer, that each of processor, hard-drive, random access memory and CD-ROM drive, if applicable, be equivalent or better.

"Supplier" means as to any Equipment, the Seller and the manufacturer or licensor of such Equipment collectively, or where the context requires, any of them.

"System Software" means an item of Software that is pre-loaded on an item of Hardware purchased by Lessor for lease hereunder for which the relevant Purchase Documents specify no purchase price separate from the aggregate purchase price specified for such items of Hardware and Software.

"Taxes" means all license and registration fees and all taxes (local, state and federal), fees, levies, imposts, duties, assessments, charges and withholding of any nature whatsoever, however designated (including, without limitation, any value added, transfer, sales, use, gross receipts, business, occupation, excise, personal property, real property, stamps or other taxes) other than taxes measured by Lessor's Income.

"Terms" means the term thereof as specified in the related Schedule.

"Total Cost" means as to any Lease, the total acquisition cost to Lessor of the Equipment subject to such Lease as set forth in the applicable Purchase Documents, including related delivery, installation, taxes and other charges which Lessor has agreed to pay and treat as a portion of such acquisition cost, if any.

"UCC" means the Uniform Commercial Code as enacted and in effect in any applicable jurisdiction.

"Unit of Equipment" means, as to the Equipment leased pursuant to any Schedule (a) each individual item of PC Equipment leased pursuant to such Schedule, and (b) all Equipment taken as a whole leased pursuant to such Schedule other than PC Equipment taken as a whole.

IN WITNESS WHEREOF, LESSEE AND LESSOR HAVE EXECUTED THIS MASTER AGREEMENT ON THE DATES SPECIFIED BELOW.

LESSEE:
BOARD OF EDUCATION OF BALTIMORE COUNTY

By:

Lawrence E. Schmidt, President

Name and Title

Date

S. Dallas Dance, Ph.D., Superintendent

Date

LESOR:
HEWLETT-PACKARD FINANCIAL SERVICES COMPANY

By:

[Signature]

Name and Title

4/14/2014

Date


2 Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

Page 7 of 10

MLPA 06-23-07
hp financial services

Exhibit A to Master Agreement
Master Agreement Number 4468077474
Schedule Number

COUNTERPART NO. _____ OF _____ TO THE EXTENT THAT THIS SCHEDULE CONSTITUTES CHATTEL PAPER (AS DEFINED ON THE UCC), NO SECURITY INTEREST IN THIS SCHEDULE MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT SCHEDULE

Hewlett-Packard Financial Services Company1 ("Lessor") and Board of Education of Baltimore County, an agency, department or political subdivision in the State of Maryland ("Lessee") are parties to the State and Local Government Master Lease Purchase Agreement identified by the Master Agreement Number specified above (the "Master Agreement"). This Schedule (which shall be identified by the Schedule Number specified above) shall be a separate Lease between the parties. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this Schedule without definition have the meanings ascribed to them in the Master Agreement.

1. LEASE.
   A. Description of Item of Leased Equipment

   B. Term: Months

2. RENT: See Attachment A.

3. LATEST COMMENCEMENT DATE:______. Lessor's obligation to purchase and lease the Equipment is subject to the Acceptance Date being on or before the Latest Commencement Date.

4. EQUIPMENT LOCATION: Baltimore County Public Schools.

5. SELLER: Dally Computers, 22521 Gateway Center Drive, Clarksville, MD 20611.

6. APPROPRIATIONS: Monies for all Rent and other payments due under the Lease for the Fiscal Period ending June 30, 20____ are available from Lessee's appropriated funds for such Fiscal Period and that appropriations and/or other funds have been encumbered or designated for the payment of all Rent and other payments that shall become due under the Lease in such Fiscal Period.

7. NON-ASSIGNABILITY BY LESSOR: Notwithstanding any other terms or conditions set forth in the Master Agreement to the contrary, Lessor hereby agrees that it shall not and will not sell, discount, factor, hypothecate or otherwise dispose of its interest in the Equipment or this Schedule or any Lease.

8. ADDITIONAL PROVISIONS:

9. FISCAL PERIOD: July 1 through June 30

LESSEE AGREES TO LEASE TO LESSEE AND LESSEE AGREES TO LEASE FROM LESSOR THE EQUIPMENT DESCRIBED IN SECTION 1A ABOVE. SUCH LEASE WILL BE GOVERNED BY THE MASTER AGREEMENT AND THIS SCHEDULE, INCLUDING THE IMPORTANT ADDITIONAL TERMS AND CONDITIONS SET FORTH ABOVE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT, THE TERMS OF THIS SCHEDULE SHALL GOVERN. LESSEE HEREBY REPRESENTS AND WARRANTS THAT ON AND AS OF THE DATE HEREOF EACH OF THE REPRESENTATIONS AND WARRANTIES MADE BY LESSEE IN THE MASTER AGREEMENT ARE TRUE, CORRECT AND COMPLETE.

LESSEE:
BOARD OF EDUCATION OF BALTIMORE COUNTY

By: ________________________________

Name and Title ________________________________

Date ________________________________

By: ________________________________

Name and Title ________________________________

Date ________________________________

1 Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

2 Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

MLPA 05-22-07

Page 8 of 10
ATTACHMENT A

TO

SCHEDULE TO STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT

The first payment of Rent will be due [__ days after] [on] the Acceptance Date and all payments will be due [annually] thereafter.

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<tr>
<th>Rent Payment No.</th>
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<th>Interest</th>
<th>Principal</th>
<th>Principal Balance</th>
<th>Concluding Payments</th>
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Please note that the Concluding Payment includes a 2% prepayment premium which is payable only in the event you prepay this lease early.

Please initial and date: ____________________________
STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT
ACCEPTANCE CERTIFICATE

Hewlett-Packard Financial Services Company† ("Lessor") and Board of Education of Baltimore County, an agency, department or political subdivision in the State of Maryland ("Lessee") are parties to the State and Local Government Master Lease Purchase Agreement (the "Master Agreement") and Schedule under such Master Agreement (the "Schedule") identified by the Master Agreement Number and Schedule Number, respectively, specified above. The Master Agreement and Schedule together comprise a separate Lease, that is being accepted and commenced pursuant to this Acceptance Certificate. All capitalized terms used in this Acceptance Certificate without definition have the meanings ascribed to them in the Master Agreement.

1. LEASE ACCEPTANCE. Lessee hereby acknowledges that the Equipment described in Section 1 of the Schedule, or if different, the Equipment described in the attached invoice or other attachment hereto, has been delivered to the Equipment Location specified below, inspected and found to be in good operating order and condition, and has been unconditionally and irrevocably accepted by Lessee under the Lease evidenced by the Master Agreement and the Schedule as of the Acceptance Date set forth below. Lessee authorizes Lessor to reduce the Rent payments on the Schedule to reflect the Final Invoice Amount set forth on the attached invoice(s) if such amount is different than the Total Cost on the Schedule.

2. LESSEE ACKNOWLEDGEMENTS. Lessee hereby agrees to faithfully perform all of its obligations under the Master Agreement and the Schedule and reaffirms, as of the date hereof, its representations and warranties as set forth in the Master Agreement. Lessee hereby acknowledges its agreement to pay Lessor Rent payments, as set forth in the Schedule, plus any applicable taxes, together with all other costs, expenses and charges whatsoever which Lessee is required to pay pursuant to the Master Agreement and the Schedule, in each instance at the times, in the manner and under the terms and conditions set forth in the Master Agreement and the Schedule, respectively.

3. EQUIPMENT LOCATION. The Equipment has been installed and is located at the following Equipment Location:

4. REPRESENTATIONS AND WARRANTIES. Lessee hereby represents and warrants that on and as of the date hereof each of the representations and warranties made by Lessee in the Master Agreement are true, correct and complete.

BOARD OF EDUCATION OF BALTIMORE COUNTY

By
Lawrence E. Schmidt, President
Name and Title

Acceptance Date: ____________________________

S. Dallas Dance, Ph.D., Superintendent
Date: ________________

† Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.
April 9, 2014

Hewlett-Packard Financial Services Company
200 Connell Drive, Suite 5000
Berkley Heights, New Jersey 08922

Dear Sir or Madam:

RE: OPINION OF GENERAL COUNSEL
State and Local Government Master Lease Agreement
Lease Number 4468077474

As the General Counsel of the BALTIMORE COUNTY PUBLIC SCHOOLS and of the BOARD OF EDUCATION OF BALTIMORE COUNTY (hereinafter, these entities are referred to as "Board"), I have examined a duly executed original of the Agreement (Hereinafter, solely referred to as the "Agreement" or "Lease") between Board and Hewlett-Packard Financial Services Company. I have reviewed the authorization process undertaken by the Board to execute the Agreement.

Based upon the information provided to me prior to the execution of the Agreement, I offer the following statements and opinions:

1. The Board is a body politic and corporate extant under the Education Article of the Annotated Code of Maryland.

2. The Board is a political subdivision described in Section 103 of the Internal Revenue Code of 1986, as amended.

3. The Agreement has been duly authorized and executed by Board pursuant to statutory provisions.

4. The Agreement is a legal, valid, and binding obligation of Board, enforceable in accordance with its terms; provided that enforceability of the Agreement is subject to bankruptcy, insolvency, moratorium, reorganization and other similar federal and state laws relating to the enforcement of creditors’ rights and to general principles of equity and, provided further, that enforceability of the indemnification provisions of the Agreement is subject to public policy as determined by a court of competent jurisdiction.

5. The Board’s entering into and performance of the Agreement will not violate any judgment, order, law, or regulation applicable to the Board, nor will it result in any breach of, or constitute a default under, or result in the creation of any lien, charge, or other encumbrance upon the Equipment or any assets of Lessee, except as expressly provided in the Agreement.

Creating a Culture of Deliberate Excellence
6. There are no actions, suits, or proceedings pending, or, to the knowledge of Board, threatened against or affecting Board in any court or before any governmental commission or board which would adversely affect the ability of the Board to perform its obligations under the Agreement.

7. The Board has complied with all the public procurement procedures and open meetings requirements applicable to the award of the transaction contemplated in the Agreement.

8. The Board has the full and complete legal authority to enter into this Agreement.

9. The officers of the Lessee who are signatories to this Agreement include: Lawrence E. Schmidt, Esq., President, Board of Education; Dr. S. Dallas Dance, Secretary-Treasurer. These persons have signed the Agreement. I know the named individuals and acknowledge that they hold the above stated positions with the Board.

10. The equipment in the aforementioned Agreement is personal property and will not become a fixture.

11. The Board of Education of Baltimore County has voted to authorize the Agreement.

This opinion is being provided to Hewlett-Packard Financial Services Company at its request and for its benefit and the benefit of its duly authorized assigns. This opinion may be relied upon by special tax counsel. No representations are made as to the non-taxability of the income nor are any representations made as to the impact on Lessor should the income be deemed an arbitrage transaction in whole or in part under Section 148 of the Internal Revenue Code 1986, as amended.

Very truly yours,

Margaret Ann F. Howie
General Counsel

c: Dr. S. Dallas Dance, Superintendent
   Ms. Michele O. Prumo, Chief of Staff
   Mr. Michael G. Sines, Chief Operations Officer
   Ms. Barbara Burnopp, Executive Director
   Mr. Lloyd Brown, Executive Director
   Richard L. Gay, CPPO, RSBO, Purchasing Manager
STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT
ADVANCE PRICING AGREEMENT

Hevi-Jet-Packard Financial Services Company ("Lessor") and Board of Education of Baltimore County ("Lessee"), are parties to the State and Local Government Master Lease Purchase Agreement identified by the Master Agreement Number specified above (the "Master Agreement"). This Advance Pricing Agreement ("Agreement") shall be identified by the APA Number specified above) is being entered into by Lessor and Lessee as an option granted Lessee with respect to the Master Lease and supersedes any Advising Pricing Agreement previously entered into by Lessor and Lessee pursuant thereto with respect to Leases commencing during the Commitment Period specified in Section 4 below. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Advance Pricing Agreement. All capitalized terms used in this Advance Pricing Agreement without definition have the meanings ascribed to them in the Master Agreement.

1. Purpose. This Advance Pricing Agreement constitutes a commitment on the part of Lessor, during the Commitment Period (hereinafter identified) to purchase Equipment of the type(s) described herein and to enter into one or more Leases with Lessee at the lease rates set forth herein; provided, however, that Lessor shall under no circumstances be obligated to purchase Equipment if (a) such purchase would require Lessor to expend moneys in excess of the Amount Available (hereinafter defined) less the aggregate amount previously paid or committed to be paid by Lessor to acquire Equipment during such Commitment Period, or (b) any Lessee Default or Non-Appropriation shall have occurred and be continuing under any Lease or any event shall have occurred and be continuing which, with the giving of notice or the passage of time or both, would constitute a Lessee Default or Non-Appropriation under any Lease, or (c) Lessor shall have failed to deliver to Lessee any financial statements in accordance with the provisions of this Advance Pricing Agreement or any material adverse change shall have occurred in Lessee's financial or operating condition, as determined by Lessor in its sole discretion, after the date of the last financial statements of Lessee delivered to Lessor prior to the execution and delivery of such Advance Pricing Agreement.

2. Commitment. Lessor shall, at Lessee's request made during the Commitment Period purchase Equipment of the type(s) described herein and enter into a Lease of such Equipment with Lessee. Until such time as Lessee shall have executed and delivered to Lessor a Consolidating Schedule (hereinafter defined) in accordance with this Advance Pricing Agreement, each such Lease shall be governed by the terms of the Master Agreement, this Advance Pricing Agreement and the Acceptance Certificate executed and delivered to Lessor by Lessee pursuant to this Advance Pricing Agreement. Each such Acceptance Certificate shall specifically identify (by serial number or other identifying characteristics) the items of Equipment to be leased thereunder (other than items of Software leased together with the related items of Hardware). Until Lessee shall have executed and delivered to Lessor a Consolidating Schedule, each such Acceptance Certificate, when executed and delivered by Lessee and accepted by Lessor, together with the Master Agreement and this Advance Pricing Agreement, shall constitute a separate and distinct Lease enforceable according to its terms. In the event of any conflict among the terms of such documents, the provisions of such Acceptance Certificate shall control over conflicting provisions in this Advance Pricing Agreement or the Master Agreement and the provisions of this Advance Pricing Agreement shall control over conflicting provisions in the Master Agreement.

3. Acceptance. For purposes of any Lease entered into pursuant to this Advance Pricing Agreement, Exhibit 1 hereto shall replace all references to Exhibit II in the Master Agreement.

4. Commitment Period. Lessee may enter into Leases with Lessor pursuant to the Master Agreement and this Advance Pricing Agreement during the period beginning on April 1, 2014 and ending on June 27, 2024 (the "Commitment Period").

5. Amount Available. The aggregate Total Cost of Equipment to be subject to such Leases shall not exceed $26,000,000.00 ("Amount Available") without Lessee's consent, which consent shall be evidenced either by a writing executed by Lessor or by Lessee's funding during the Commitment Period of Leases, in an aggregate amount exceeding such Amount Available.

6. Consolidation. All Leases commenced during each calendar month (calendar quarter or portion thereof during the Commitment Period (the "Consolidation Period") shall be consolidated into a single Schedule (a "Consolidating Schedule") in the form of Exhibit 2 hereto with such changes as Lessor and Lessee shall have agreed to as conclusively evidenced by their execution thereof. Lessor shall prepare and deliver to Lessee a Consolidating Schedule as of the close of each applicable Consolidation Period. Lessor agrees to execute and deliver each Consolidating Schedule to Lessee within 10 days after its receipt thereof from Lessor. From and after Lessor's execution and delivery of each Consolidating Schedule, the Consolidating Schedule shall supersede the applicable Acceptance Certificates and the Advance Pricing Agreement with respect to all Leases commenced during the Consolidation Period to which such Consolidating Schedule relates, and all such Leases shall be deemed to be a single, separate and distinct Lease governed by such Consolidating Schedule and the Master Agreement and enforceable in accordance with its terms. In the event of any conflict between the terms of the Master Agreement and such Consolidating Schedule, the provisions of the Consolidating Schedule shall govern. If Lessor fails to execute and deliver to Lessee any Consolidating Schedule within 10 days after its receipt thereof, Lessor may exercise its rights and remedies under Section 21 and 22 of the Master Agreement arising as a result of such failure, either immediately or at any time during the Initial Term of the Leases to which such Consolidating Schedule relates. No delay in exercising such rights or remedies shall operate as a waiver thereof. Lessor acknowledges and agrees that Rent with respect to such Leases shall be payable in the amounts and at the times determined pursuant to the applicable Advance Pricing Agreement and Acceptance Certificates, regardless of whether Lessor has received such Consolidating Schedule from Lessee or executed and delivered the same to Lessee as of the time any such payment is due. Lessee shall, at all times during which this Advance Pricing Agreement is effective, deliver to Lessor its quarterly and annual financial statements no later than 75 days after the end of each of Lessee's fiscal quarters or 120 days after the end of each of Lessee's fiscal years, as applicable. Such annual financial statements shall be audited and certified by Lessee's independent certified public accountants.

7. Leases. Set forth below is a description of the type(s) of Equipment that may be leased pursuant to this Advance Pricing Agreement, the terms at which Rent is payable and the length of the Initial Term of each Lease that is commenced pursuant hereto, and the Lease rate factor to be multiplied by the Total Cost of the Equipment subject to each such Lease to determine the periodic Rent payable with respect thereto:
A. Equipment Type I:
   (i) Description of Equipment: HP Desktops
   (ii) Rent is payable: \underline{X} in advance \underline{X} in arrears (check one)  
        \underline{X} monthly \underline{X} quarterly (check one) \underline{X} semi-annually  \underline{X} annually
   (iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolidation Period in which the Acceptance Date occurs).
   (iv) Lease rate factor: 0.25487 followed by 0.04 cents in Month 49.

B. Equipment Type II:
   (i) Description of Equipment: ISS Servers
   (ii) Rent is payable: \underline{X} in advance \underline{X} in arrears (check one)  
        \underline{X} monthly \underline{X} quarterly (check one) \underline{X} semi-annually  \underline{X} annually
   (iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolidation Period in which the Acceptance Date occurs).
   (iv) Lease rate factor: 0.25487 followed by 0.04 cents in Month 49.

C. Equipment Type III:
   (i) Description of Equipment: HP Laptops
   (ii) Rent is payable: \underline{X} in advance \underline{X} in arrears (check one)  
        \underline{X} monthly \underline{X} quarterly (check one) \underline{X} semi-annually  \underline{X} annually
   (iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolidation Period in which the Acceptance Date occurs).
   (iv) Lease rate factor: 0.25487 followed by 0.04 cents in Month 49.

D. Equipment Type IV:
   (i) Description of Equipment: Associated Soft Costs (i.e., shipping, installation, etc.)
   (ii) Rent is payable: \underline{X} in advance \underline{X} in arrears (check one)  
        \underline{X} monthly \underline{X} quarterly (check one) \underline{X} semi-annually  \underline{X} annually
   (iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolidation Period in which the Acceptance Date occurs).
   (iv) Lease rate factor: 0.25314

With respect to each Lease that is commenced pursuant to this Advance Pricing Agreement, Lessee shall pay Lessor (a) on the first day of each calendar month or calendar quarter (depending on whether Rent is payable monthly or quarterly) if Rent is payable in advance, or (b) on the last day of each calendar month or quarter (depending on whether Rent is payable monthly or quarterly) if Rent is payable in arrears, the Rent payment calculated as set forth above in this Section 7 for the length of the Initial Term of such Lease. The First Payment Date shall be the first day (if Rent is payable in advance) or the last day (if Rent is payable in arrears) of the month or quarter (as applicable) immediately following the end of the Consolidation Period in which the Acceptance Date occurs. In addition, on the First Payment Date Lessee shall also pay Lessor with respect to each such Lease an amount equal to the Daily Rent multiplied by the number of days from and including the Acceptance Date up to but excluding the first day of the month or quarter (as applicable) in which the first Rent payment date occurs.

8. Additional Provisions: NONE.


IN WITNESS WHEREOF, LESSOR AND LESSEE HAVE EXECUTED THIS ADVANCE PRICING AGREEMENT ON THE DATES SPECIFIED BELOW.

LESSEE:
BOARD OF EDUCATION OF BALTIMORE COUNTY

Lawrence E. Schmidt, President
Name and Title
Date

S. Dallas Dance, Ph.D., Superintendent
Date

LESSOR:
HEWLETT-PACKARD FINANCIAL SERVICES COMPANY

By: Steve Leggatke - Director of Operations
Name and Title
Date

4/14/2014

MLPA APA (02-07)
STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT AND
ADVANCE PRICING AGREEMENT
ACCEPTANCE CERTIFICATE NUMBER

Hewlett-Packard Financial Services Company ("Lessor") and Board of Education of Baltimore County ("Lessee") are parties to the State and Local Government Master Lease Purchase Agreement (the "Master Agreement") and the Advance Pricing Agreement (the "Advance Pricing Agreement") identified by the Master Agreement Number and APA Number, respectively, specified above. This Acceptance Certificate, together with the Advance Pricing Agreement and the Master Agreement, comprise a separate Lease that is being accepted and commenced pursuant hereeto. All capitalized terms used in this Acceptance Certificate without definition have the meanings ascribed to them in the Master Agreement.

1. LEASE ACCEPTANCE. Lessee hereby acknowledges that the Equipment described in the invoices listed in the Attachment hereto having an aggregate Total Cost of $____ has been delivered to the Equipment Location specified in said Attachment, inspected by Lessee and found to be in good operating order and condition, and has been unconditionally and irrevocably accepted by Lessee under the Lease evidenced by this Acceptance Certificate, the Advance Pricing Agreement and the Master Agreement as of the Acceptance Date set forth below. The Seller of the Equipment is specified in Section 1 of the Attachment hereto.

2. LESSEE ACKNOWLEDGEMENTS. Lessee hereby agrees to faithfully perform all of its obligations under the Master Agreement and the Advance Pricing Agreement and reaffirms, as of the date hereof, its representations and warranties as set forth in the Master Agreement. Lessee hereby acknowledges its agreement to pay Lessor Rent payments in the amounts determined pursuant to the Advance Pricing Agreement plus any applicable taxes, together with all other costs, expenses and charges whatsoever which Lessor is required to pay pursuant to the Master Agreement and the Advance Pricing Agreement, in each instance at the times and in the manner set forth in the Master Agreement and the Advance Pricing Agreement, respectively.

3. The Equipment has been installed and is located at the Equipment Location(s) set forth in the Attachment.

BOARD OF EDUCATION OF BALTIMORE COUNTY

BY: __________________________________________

[Signature]

Name and Title

Acceptance Date: ____________________________

ACKNOWLEDGED AND ACCEPTED:

Hewlett-Packard Financial Services Company

By ______________________________

[Signature]

Name and Title

Date
<table>
<thead>
<tr>
<th>ATTACHMENT TO ACCEPTANCE CERTIFICATE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>SELLER</td>
</tr>
<tr>
<td>EQUIPMENT DESCRIPTION BY INVOICE NO.</td>
</tr>
<tr>
<td>TOTAL COST AMOUNT TO BE FUNDED</td>
</tr>
<tr>
<td>EQUIPMENT LOCATION</td>
</tr>
</tbody>
</table>

Master Agreement Number 446807474
APA Number
Schedule Number
CONSOLIDATING SCHEDULE

Hewlett-Packard Financial Services Company ("Lessor") and Board of Education of Baltimore County ("Lessee") are parties to the State and Local Government Master Lease Purchase Agreement (the "Master Agreement") and the Advance Pricing Agreement (the "Advance Pricing Agreement") identified by the Master Agreement Number and the APA Number, respectively, specified above. Pursuant thereto, Lessor and Lessee have entered into one or more Leases (the "Existing Leases"), which are more particularly described in Section 1 below, during the Consolidation Period ending on _______ (the "Consolidation Date"). Pursuant to Section 6 of the Advance Pricing Agreement, Lessor and Lessee are entering into this Consolidating Schedule, which shall be identified by the Schedule Number specified above (the "Schedule"), effective as of the day immediately following the Consolidation Date (the "Start Date"), for the purpose of consolidating all of the Existing Leases into a single, separate and distinct Lease of the Equipment described in Section 2 below. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this Schedule without definition have the meanings ascribed to them in the Master Agreement.

1. EXISTING LEASES. Each of the ______ Existing Leases being consolidated pursuant to this Schedule have been evidenced by the Master Agreement, the Advance Pricing Agreement and an Acceptance Certificate. The Acceptance Dates specified in the Acceptance Certificates relating to each Existing Lease are as follows: ________________

Lease Acceptance
Certificate Number | Date

2. LEASE.

A. Description of Items of Leasehold Equipment

B. Initial Term: ______ Months (measured from the Start Date)

3. RENT:

RENT is payable:

- in advance [ ]
- in arrears (check one) [ ]
- monthly [ ]
- quarterly (check one) [ ]
- semi-annually [ ]
- annually [ ]

Lessee shall pay Lessor (a) on the first day of each calendar month or calendar quarter (depending on whether Rent is payable monthly or quarterly as specified above) if Rent is payable in advance, or (b) on the last day of each calendar month or calendar quarter (depending on whether Rent is payable monthly or quarterly as specified above) if Rent is payable in arrears, the Rent payment specified above for the length of the Initial Term in the case of a Lease. The First Payment Date shall be the Start Date if Rent is payable in advance or the last day of the month or quarter (as applicable) in which the Start Date occurs if Rent is payable in arrears. In addition, on the first Rent payment date Lessee shall also pay Lessor an amount equal to _______, which is the aggregate amount payable by Lessee to Lessor with respect to the Existing Leases pursuant to the terms of the Advance Pricing Agreement with respect to the periods from and including the Acceptance Date in the case of each such Existing Lease up to but excluding the Start Date.

ANNUAL RATE OF INTEREST

4. ADVANCE RENT:

5. EQUIPMENT LOCATION:

6. SELLER:

7. APPROPRIATIONS: Monies for all Rent and other payments due under the Lease for the Fiscal Period ending _______ are available from Lessor's appropriated funds for such Fiscal Period and that appropriations and/or other funds have been encumbered or designated for the payment of all Rent and other payments that shall become due under the Lease in such Fiscal Period.

8. NON-ASSIGNABILITY BY LESSOR: Notwithstanding any other terms or conditions set forth in the Master Agreement to the contrary, Lessor hereby agrees that it shall not and will not sell, assign, lease, hypothecate or otherwise dispose of its interest in the Equipment or this Schedule or any Lease.

9. ADDITIONAL PROVISIONS:

10. FISCAL PERIOD:

LESSOR AGREES TO LEASE TO LESSOR AND LESSEE AGREES TO LEASE FROM LESSOR THE EQUIPMENT DESCRIBED IN SECTION 2.A ABOVE. SUCH LEASE WILL BE GOVERNED BY THE MASTER AGREEMENT AND THIS SCHEDULE, INCLUDING THE IMPORTANT ADDITIONAL TERMS AND CONDITIONS SET FORTH ABOVE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT, THE TERMS OF THIS SCHEDULE SHALL GOVERN.

LESSEE:

BOARD OF EDUCATION OF BALTIMORE COUNTY

BY: ____________________________

Name and Title

Date

3301373.02

MLPA APA (02-07)
ATTACHMENT A

TO

SCHEDULE TO STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT

CONSOLIDATING SCHEDULE

The first payment of Rent will be due [__ days after] [on] the Acceptance Date and all payments will be due [monthly] [quarterly] [semi-annually] [annually] thereafter.

<table>
<thead>
<tr>
<th>Rent Payment No.</th>
<th>Rent</th>
<th>Interest</th>
<th>Principal</th>
<th>Principal Balance</th>
<th>Concluding Payments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td></td>
<td></td>
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<tr>
<td>2</td>
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<td>3</td>
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<td>4</td>
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<td>5</td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Please note that the Concluding Payment includes a 2% prepayment premium which is payable only in the event you prepay this lease early.

Lessee Please Initial and date: ____________________________
OFFICER'S DELEGATION OF AUTHORITY

<table>
<thead>
<tr>
<th>LESSEE: BOARD OF EDUCATION OF BALTIMORE COUNTY</th>
<th>LESSOR: HEWLETT-PACKARD FINANCIAL SERVICES COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 6901 N. Charles Street, Baltimore, MD, 21204</td>
<td>Address: 200 Connell Drive, Suite 5000, Berkeley Heights, New Jersey 07922</td>
</tr>
<tr>
<td></td>
<td>State and Local Government Master Lease Purchase Agreement Number 4468077474 (&quot;Master Agreement&quot;)</td>
</tr>
</tbody>
</table>

The undersigned, ________________, title: ________________, of Board of Education of Baltimore County, a public entity organized under and pursuant to the laws of the state of Maryland, does hereby certify that:

Pursuant to resolutions duly adopted by the Board of Directors, County Commissioners, Trustees, or other body the approval of which is required for entry into transactions as described herein ("Authorizing Body") of Board of Education of Baltimore County (the "Customer"), the statutory and regulatory approval and authority as is necessary under the organizational documents of the Customer, he/she is authorized to delegate, and does hereby so delegate, to the individuals named below, his/her full power and authority to enter into, execute and deliver Acceptance Certificates, Equipment Schedules, Advance Pricing Agreements and other ancillary documentation (pursuant to the terms and conditions of the Master Agreement) in the name and on behalf of the Customer, without further action or resolution by the Authorizing Body or any other officer of the Customer:

**NAME**
- Bradley L. Potter
- Nicholas Argyros

**TITLE**
- PC Technician
- Manager, Technology Support Services

The foregoing delegation of authority and empowerment of the above-named persons shall remain in full force and effect, and Hewlett-Packard Financial Services Company shall be entitled to rely upon the same, until written notice of the modification, rescission or revocation of the same, in whole or in part, has been delivered to Hewlett-Packard Financial Services Company.

Signed this __th__ day of __April__, __2014__.

LESSEE: BOARD OF EDUCATION OF BALTIMORE COUNTY

[Signature]
Lawrence E. Schmidt, President

[Signature]
S. Dallas Dance, Ph.D., Superintendent
**BILLING INFORMATION REQUEST FORM – INVOICING INSTRUCTIONS**

Customer Number: 4468077474  
Master Lease Agreement No: 4468077474

IN ORDER FOR HEWLETT-PACKARD FINANCIAL SERVICES COMPANY TO PROPERLY BILL AND CREDIT YOUR ACCOUNT, IT IS NECESSARY THAT YOU COMPLETE THIS FORM AND RETURN IT WITH THE SIGNED DOCUMENTS.

**BILL TO ADDRESS:** Board of Education of Baltimore County  
Dept Name: Accounting  
Street: 6901 N. Charles St., Building G  
City, State & Zip: Towson, MD 21204

**BILLING CONTACT:**  
First, M.I., and Last Name: Lisa Dooley  
Title: Fiscal Supervisor  
Phone Number: 410.887.4315 * 363  
Fax Number: 410.282.6679  
Email: ldooley@beps.org

**PURCHASING CONTACT:**  
First, M.I., and Last Name: Melanie Webster  
Title: Purchasing Agent  
Phone Number: 410.887.4354  
Fax Number: 410.887.7631  
Email: mwwebster@beps.org

**PURCHASE ORDER NUMBER:**  
Do your invoices require PO numbers: ☐ YES □ NO  
Schedule No: ____________________________

**PURCHASE ORDER NUMBER:**  
Do your invoices require PO numbers: ☐ YES □ NO  
Schedule No: ____________________________

**FEDERAL TAX ID NUMBER:**  
52-73-9442

ARE YOU SALES/RENTAL TAX EXEMPT? ☐ NO ☑ YES (Please return a copy of your Sales Use Tax Certificate with this Form).

IF YOU DO NOT PROVIDE THE NECESSARY INFORMATION TO PROVE YOUR TAX EXEMPTION STATUS, YOU WILL BE ASSESSED TAXES UNTIL SUCH TIME AS THE CORRECT INFORMATION IS PROVIDED AND VALIDATED BY OUR TAX DEPT.

**EQUIPMENT LOCATION (If different from Billing Address):**  
1. ____________________________________________  
2. ____________________________________________  
3. ____________________________________________

IS THERE ANY ADDITIONAL INFORMATION NEEDED ON OUR INVOICES TO YOU: ☐ NO ☑ YES (provide details below).

**SURVEYS (from time to time we survey our customers to see HOW WE CAN BETTER SERVE YOUR NEEDS ETC):**  
First, M.I., and Last Name: Brad Potter  
Title: Project Manager  
Phone Number: 410.887.7738  
Email: bpotter@beps.org

Customer Portal Administrator: The HP Financial Services Customer Portal is a free, web-based, self-service lease management tool that provides 24 hour access to your lease portfolio in real time. The HPFS Customer Portal also aggregates your global lease information into a centralized tool and allows an administrator to manage internal user profiles.

Customer Portal Administrator First, M.I., and Last Name: Melanie L. Webster  
Title: Purchasing Agent  
Phone Number: 410.887.4354  
Email: mwwebster@beps.org
Some available features on the HP Financial Services Customer Portal include:

- **Lease Origination**
  - Authorize Cert. of Acceptance online
  - Document Repository Single location for lease documents
  - Asset Detail at parent/child level

- **Contract Management**
  - View Contract Information
  - View Invoices
  - Review End of Lease Options
  - Accept End of Lease Quotes

- **Asset Information**
  - Asset Detail Reports
    - Standard Reports
  - Manage Custom Defined Data
    - Online

There are 3 Levels of Access to the Portal and they are Administrator, Approver and General User Access. Administrator has complete control over who has access to the portal and their level of access. You can also perform the following tasks:

- View and update personal profile information
- Add and manage individual user profiles and grant user access in the USER ADMIN section
- Notify individuals via email of admin, signatory or user access privileges

**Approver access** allows a user to approve documents within the portal for example Lease Acceptance Certificates in addition to all the reporting capabilities. **General User** access allows the user to the reporting features and to view the features of the tools but they cannot grant access to other colleagues or approve any documents.

You will be granted access to the tool once you have identified who you would like to be the Administrator of your Customer Portal Account. Please let us know who you are designating and that person’s contact information, name, phone # and email address

For more information about the Customer Portal, please take a look at the Brochure and the Site Tour for a brief demonstration of the Tool.

- Brochure
- Site Tour

We look forward to working with you as you explore the new Customer Portal and appreciate your business.

**SIGNATURE AND DATE:** Melanie L. Webster 4-18-14

Once completed, fax to 908-898-4817
Attention: Public Sector Operations
Customer ID Number: __________________
Schedule Number: ____________________

NOTIFICATION OF SHIPPING AND HANDLING CHARGES

Please be advised that shipping and handling charges that may be included on your lease with Hewlett-Packard Financial Services Company could not be determined and may not be available until after shipment is completed to your business location.

To expedite your transaction, Hewlett-Packard Financial Services Company will finance shipping and handling charges associated with the equipment shown on your Equipment Schedule and include it as part of your lease transaction with us. The payment shown on the Equipment Schedule will be adjusted accordingly.

For your convenience, Hewlett-Packard Financial Services Company will send you a notification letter advising you that your monthly payment shown on your equipment schedule has been adjusted to allow shipping and handling charges to be financed and included as part of this lease transaction.

LESSEE’S Signature and Date: _______________
Notice to exempt organizations holding previously-issued exemption certificates

The Maryland Revenue Administration Division is re-issuing sales tax exemption certificates to all organizations which continue to qualify. Your organization's new certificate is attached and is valid effective immediately. Previously issued exemption certificates become invalid on October 1, 1997. Vendors are required to charge tax on sales made on or after October 1, 1997, to any organization which does not present a new certificate at the time of sale.

If your organization deals regularly with certain vendors, we suggest that you contact them before October 1, 1997, so they can verify that your organization has been issued a new certificate.

The re-issuance of these certificates does not change current procedures for claiming resale exclusions by exempt organizations engaged in purchasing tangible personal property for sale. The sales and use tax registration numbers of licensed vendors have not been changed and the validity of blanket resale certificates bearing these numbers is unaffected.

Additional copies of the exemption certificate may be obtained by organizations with more than one location or chapter, or for other demonstrated cause, by contacting the Legal Section by mail at Revenue Administration Center, Annapolis, Maryland 21411-0001.

State of Maryland
Comptroller of the Treasury
Revenue Administration Division
301 W. Preston Street
Baltimore, Maryland 21201-2383

The attached card is your new exemption certificate which is valid upon receipt. Effective October 1, 1997, exemption certificates issued to governmental entities no longer have an expiration date, thus eliminating the need to renew the certificate. Please read the enclosed Tax Tip and the instructions on the back of the card for the proper use of the exemption certificate. If you have any questions regarding the use of this card, please call the Taxpayer Service Section at (410) 787-1300 in Baltimore, toll free 1-800-492-1751 from elsewhere in Maryland, or e-mail at taxtip@comp.state.md.us.

This exemption certificate authorizes the organization listed on the face of this card to purchase tax-free tangible personal property and services which will be used in carrying out its work. This certificate is not transferable and may not be used to make exempt purchases of items used primarily to conduct an unrelated trade or business or items for the personal use of officials, members or employees of the organization. Misuse of this certificate shall be cause for revocation and possible legal action.

Notice to vendors: The name and certificate number of the organization must be entered on your record of each sale. If you have any questions regarding the use of this certificate, please contact the Taxpayer Service Section at (410) 787-1300 in Baltimore, or toll-free 1-800-492-1751 from elsewhere in Maryland, or write to the Revenue Administration Division, 301 W. Preston Street, Baltimore, Maryland 21201-2383.
<table>
<thead>
<tr>
<th>Teacher/Student Device - Option #1</th>
<th>Quantity</th>
<th>Sale Price</th>
<th>Extended Sale</th>
<th>Lease Rate</th>
<th>Lease Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>HP Revolve 810 G2</td>
<td>14400</td>
<td>$1,062.77</td>
<td>$15,303,888.00</td>
<td>0.25487</td>
<td>$3,900,501.93</td>
</tr>
<tr>
<td>4 Year Warranty</td>
<td>14400</td>
<td>$170.21</td>
<td>$2,451,024.00</td>
<td>0.26314</td>
<td>$644,962.46</td>
</tr>
<tr>
<td>Upgrade to 4 Year with Accidental Damage Protection</td>
<td>14400</td>
<td>$24.97</td>
<td>$1,792,368.00</td>
<td>0.26314</td>
<td>$471,643.72</td>
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<tr>
<td>Anti-Theft Asset Tag</td>
<td>14400</td>
<td>$8.88</td>
<td>$127,872.00</td>
<td>0.26314</td>
<td>$33,648.24</td>
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<tr>
<td>Case</td>
<td>8500</td>
<td>$31.00</td>
<td>$263,500.00</td>
<td>0.26314</td>
<td>$89,337.39</td>
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<tr>
<td><strong>Total Student/Teacher Device</strong></td>
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<td></td>
<td>$1,397.33</td>
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<td><strong>$5,120,093.74</strong></td>
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<table>
<thead>
<tr>
<th>Laptop Cart</th>
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<tbody>
<tr>
<td>EarthWalk MM30 laptop cart with HE Charging</td>
<td>267</td>
<td>$1,630.14</td>
<td>$467,850.18</td>
<td>0.25487</td>
<td>$119,240.98</td>
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<tr>
<td>Total Laptop Cart</td>
<td></td>
<td></td>
<td>$467,850.18</td>
<td></td>
<td>$119,240.98</td>
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<table>
<thead>
<tr>
<th>Docking Station Solution</th>
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</thead>
<tbody>
<tr>
<td>Docking Station</td>
<td>7074</td>
<td>$109.57</td>
<td>$775,098.18</td>
<td>0.25487</td>
<td>$197,549.27</td>
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<tr>
<td>24&quot; Monitor</td>
<td>7074</td>
<td>$155.00</td>
<td>$1,098,470.00</td>
<td>0.25487</td>
<td>$279,457.31</td>
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<tr>
<td>Docking station solution soft cost (KB, Mouse &amp; Warr)</td>
<td>7074</td>
<td>$26.02</td>
<td>$196,213.48</td>
<td>0.20314</td>
<td>$52,157.90</td>
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<td><strong>Total Docking Station Solution</strong></td>
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<td>$2,069,781.86</td>
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<td>$629,164.48</td>
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<table>
<thead>
<tr>
<th>Desktop System - ProDesk 460 G1</th>
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<tr>
<td>HP ProDesk 400 G1</td>
<td>2000</td>
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<tr>
<td>4 Year Warranty</td>
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<td>$15.95</td>
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<td>$8,289.43</td>
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<tr>
<td>24&quot; Monitor</td>
<td>2000</td>
<td>$155.00</td>
<td>$310,000.00</td>
<td>0.25487</td>
<td>$79,008.70</td>
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<tr>
<td>Monitor 4 Year Depot Warranty</td>
<td>2000</td>
<td>$11.00</td>
<td>$22,000.00</td>
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<td>$5,789.08</td>
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<tr>
<td><strong>Total Desktop System</strong></td>
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<td></td>
<td>$1,451,160.00</td>
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<td>$370,303.07</td>
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<table>
<thead>
<tr>
<th>Per Seat Support Services</th>
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<tr>
<td>Per Seat Support Costs</td>
<td>16400</td>
<td>$178.84</td>
<td>$2,932,976.00</td>
<td>0.26314</td>
<td>$771,783.30</td>
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<tr>
<td><strong>Total Per Seat Support Services</strong></td>
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<td></td>
<td>$2,932,976.00</td>
<td></td>
<td>$771,783.30</td>
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<table>
<thead>
<tr>
<th>Sparing</th>
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<tbody>
<tr>
<td>Sparing Hard Cost - Revolve 810 G2</td>
<td>174</td>
<td>$1,062.77</td>
<td>$184,921.98</td>
<td>0.25487</td>
<td>$47,131.07</td>
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<tr>
<td>174 spare units will provide 10 units for each of the ten Lighthouse schools. The remaining 74 units will support the balance of the schools.</td>
<td></td>
<td></td>
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<tr>
<td><strong>Total Sparing</strong></td>
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<td></td>
<td>$184,921.98</td>
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<td>$47,131.07</td>
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<table>
<thead>
<tr>
<th>Year 1</th>
<th></th>
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<tbody>
<tr>
<td><strong>Total Cost</strong></td>
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<td>$27,045,341.82</td>
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<td>$8,957,715.54</td>
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<tr>
<td><strong>Annual Lease Payment</strong></td>
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<tr>
<td>-----------------------------------</td>
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<td>---------------</td>
</tr>
</tbody>
</table>
# Baltimore County Public Schools
## 1:1 Student Device Program - HP Solution
### Year 2 - 28,300 Units - 25,000 Students and 2,300 Teachers with Monitor and Docking Stations

<table>
<thead>
<tr>
<th>Teacher/Student Device - Option #1</th>
<th>Quantity</th>
<th>Sale Price</th>
<th>Extended Sale</th>
<th>Lease Rate</th>
<th>Lease Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>HP Revolve 810 G2</td>
<td>28300</td>
<td>$1,062.77</td>
<td>$30,678,391.00</td>
<td>0.25487</td>
<td>$7,665,266.77</td>
</tr>
<tr>
<td>4 Year Warranty</td>
<td>28300</td>
<td>$170.21</td>
<td>$4,816,943.00</td>
<td>0.26314</td>
<td>$1,267,530.38</td>
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<tr>
<td>Upgrade to 4 Year with Accidental Damage Protection</td>
<td>28300</td>
<td>$124.47</td>
<td>$3,522,501.00</td>
<td>0.26314</td>
<td>$926,910.51</td>
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<tr>
<td>Anti-Theft Asset Tag Case</td>
<td>28300</td>
<td>$8.88</td>
<td>$251,304.00</td>
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<td>$66,128.13</td>
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<tr>
<td>Total Student/Teacher Device</td>
<td></td>
<td></td>
<td>$38,738,439.00</td>
<td></td>
<td>$9,944,941.07</td>
</tr>
</tbody>
</table>

| Laptop Cart                       |          |            |               |           |               |
| EarthWalk MM30 laptop cart with HE Charging | 1300 | $1,630.14 | $2,124,072.42 | 0.25487 | $541,362.34 |
| Total Laptop Cart                 |          |            | $2,124,072.42 |           | $541,362.34 |

| Docking Station Solution          |          |            |               |           |               |
| Docking Station                   | 1000     | $109.57    | $109,570.00   | 0.25487   | $27,926.11    |
| 24" Monitor                       | 1000     | $155.00    | $155,000.00   | 0.25487   | $39,504.65    |
| Docking station solution soft cost (KB, Mouse & Warr) | 1000 | $28.02 | $28,020.00 | 0.26314 | $7,373.16 |
| Total Docking Station Solution    |          |            | $292,350.00   |           | $74,804.14    |

| Per Seat Support Services         |          |            |               |           |               |
| Per Seat Support Costs            | 28300    | $165.93    | $4,695,819.00 | 0.25314  | $1,235,657.81 |
| Total Per Seat Support Services   |          |            | $4,695,819.00 |           | $1,235,657.81 |

| Sparing                           |          |            |               |           |               |
| Sparing Hard Cost - Revolve 810 G2 | 435  | $1,062.77  | $462,304.95   | 0.25487   | $117,827.66   |

With the goal of providing 10 spare units per school location, the total spare pool will be 1740 units after 4 years. Year 2 device quantity of 32,000 represents about 25% of the total planned purchase. Therefore, the 435 spare units designated here represent approximately 25% of 1740 final sparing pool.

<p>| Total Sparing                      |          |            |               |           |               |
| Total Cost                         |          |            | $46,313,225.37|           | $11,914,553.02 |
| Annual Lease Payment               |          |            |               |           |               |</p>
<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Sale Price</th>
<th>Extended Sale</th>
<th>Lease Rate</th>
<th>Lease Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Teacher/Student Device - Option #1</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HP Revolve 810 G2</td>
<td>48110</td>
<td>$1,062.77</td>
<td>$51,129,864.70</td>
<td>0.25487</td>
<td>$13,031,468.62</td>
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<tr>
<td>4 Year Warranty</td>
<td>48110</td>
<td>$170.21</td>
<td>$8,168,803.10</td>
<td>0.26314</td>
<td>$2,154,801.65</td>
</tr>
<tr>
<td>Upgrade to 4 Year with Accidental Damage Protection</td>
<td>48110</td>
<td>$124.47</td>
<td>$5,988,251.70</td>
<td>0.26314</td>
<td>$1,575,748.55</td>
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<tr>
<td>Anti-Theft Asset Tag</td>
<td>48110</td>
<td>$8.88</td>
<td>$427,216.80</td>
<td>0.26314</td>
<td>$112,417.33</td>
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<tr>
<td>Case</td>
<td>20910</td>
<td>$31.00</td>
<td>$66,382,346.30</td>
<td>0.26314</td>
<td>$17,045,006.63</td>
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<tr>
<td><strong>Total Student/Teacher Device</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Laptop Cart</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EarthWalk MM30 laptop cart with HE Charging</td>
<td>1242</td>
<td>$1,830.14</td>
<td>$2,024,633.88</td>
<td>0.25487</td>
<td>$516,018.44</td>
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<tr>
<td><strong>Total Laptop Cart</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Per Seat Support Services</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per Seat Support Costs</td>
<td>48110</td>
<td>$159.19</td>
<td>$7,658,630.90</td>
<td>0.28314</td>
<td>$2,015,292.14</td>
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<tr>
<td><strong>Total Per Seat Support Services</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sparing</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sparing Hard Cost - Revolve 810 G2</td>
<td>661</td>
<td>$1,062.77</td>
<td>$702,490.97</td>
<td>0.25487</td>
<td>$179,043.87</td>
</tr>
<tr>
<td>With the goal of providing 10 spare units per school location, the</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>total spare pool will be 1740 units after 4 years. Year 3 device</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>quantity of 49,000 represents about 37% of the total planned</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>purchase. Therefore, the 661 spare units designated here represent</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>approximately 37% of the 1740 final sparing pool.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Sparing</strong></td>
<td></td>
<td></td>
<td>$702,490.97</td>
<td></td>
<td>$179,043.87</td>
</tr>
<tr>
<td><strong>Year 3</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Cost</strong></td>
<td></td>
<td></td>
<td>$76,788,102.05</td>
<td></td>
<td>$19,755,361.08</td>
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<tr>
<td><strong>Annual Lease Payment</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
### Baltimore County Public Schools
#### 1:1 Student Device Program - HP Solution

**Year 4 - 30,000 Units for High School Students**

<table>
<thead>
<tr>
<th>Teacher/Student Device - Option #1</th>
<th>Quantity</th>
<th>Sale Price</th>
<th>Extended Sale</th>
<th>Lease Rate</th>
<th>Lease Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>HP Revolve 810 G2</td>
<td>30000</td>
<td>$1,062.77</td>
<td>$31,883,100.00</td>
<td>0.25487</td>
<td>$8,126,045.70</td>
</tr>
<tr>
<td>4 Year Warranty</td>
<td>30000</td>
<td>$170.21</td>
<td>$5,106,300.00</td>
<td>0.26314</td>
<td>$1,343,671.78</td>
</tr>
<tr>
<td>Upgrade to 4 Year with Accidental Damage Protection</td>
<td>30000</td>
<td>$124.47</td>
<td>$3,734,100.00</td>
<td>0.26314</td>
<td>$982,591.07</td>
</tr>
<tr>
<td>Anti-Theft Asset Tag</td>
<td>30000</td>
<td>$8.88</td>
<td>$266,400.00</td>
<td>0.26314</td>
<td>$70,100.50</td>
</tr>
<tr>
<td>Case</td>
<td>30000</td>
<td>$31.00</td>
<td>$930,000.00</td>
<td>0.26314</td>
<td>$244,720.20</td>
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<tr>
<td><strong>Total Student/Teacher Device</strong></td>
<td></td>
<td></td>
<td>$41,919,900.00</td>
<td></td>
<td>$10,767,128.28</td>
</tr>
</tbody>
</table>

| Per Seat Support Services          | 30000    | $274.25    | $8,227,500.00 | 0.26314    | $2,164,984.35 |
| **Total Per Seat Support Services**|          |            | $8,227,500.00 |           | $2,164,984.35 |

**Sparing**

<table>
<thead>
<tr>
<th>Sparing Hard Cost - Revolve 810 G2</th>
<th>Quantity</th>
<th>Sale Price</th>
<th>Extended Sale</th>
<th>Lease Rate</th>
<th>Lease Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>417</td>
<td></td>
<td>$1,062.77</td>
<td>$443,175.09</td>
<td>0.25487</td>
<td>$112,952.04</td>
</tr>
<tr>
<td><strong>Total Sparing</strong></td>
<td></td>
<td></td>
<td>$443,175.09</td>
<td></td>
<td>$112,952.04</td>
</tr>
</tbody>
</table>

**Year 4 - Option #1**

<p>| Total Cost                          | $50,590,576.09 |
| Annual Lease Payment                | $13,045,065.64 |</p>
<table>
<thead>
<tr>
<th>OPTIONS (the following options are not currently included in the above lease pricing)</th>
<th>Sale Price</th>
<th>Sale Price</th>
<th>Sale Price</th>
<th>Sale Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laptop System - HP ProBook 440 G1 Laptop</td>
<td>$803.15</td>
<td>$154.29</td>
<td>$28.02</td>
<td>$391.15</td>
</tr>
<tr>
<td>HP ProBook 440 G1 Laptop 4 Year Depot Warranty</td>
<td>$217.05</td>
<td>$31.00</td>
<td>$51.00</td>
<td></td>
</tr>
<tr>
<td>Upgrade to 4 Year Depot with ACP Warranty</td>
<td>$316.10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Case</td>
<td></td>
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</tr>
<tr>
<td>Laptop Total</td>
<td>$850.30</td>
<td>$185.29</td>
<td>$58.02</td>
<td>$432.15</td>
</tr>
<tr>
<td>Docking Station Option</td>
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</tr>
<tr>
<td>Docking Station - 10 year Equipment</td>
<td>$11.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Upgrade to 4 Year Equipment</td>
<td>$28.02</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Docking Station - 4 Year Equipment</td>
<td>$51.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Docking Station Total</td>
<td>$80.02</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workstation System - HP Z230 Tower Workstation</td>
<td>$972.34</td>
<td>$27.68</td>
<td>$49.35</td>
<td>$1,279.08</td>
</tr>
<tr>
<td>HP Z230 Tower Workstation 4 Year warranty Upgrade</td>
<td>$177.24</td>
<td>$47.35</td>
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<td></td>
</tr>
<tr>
<td>Upgrade monitor warranty from 3 year to 4th year</td>
<td>$124.35</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workstation Total</td>
<td>$1,279.08</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Absolute Software</td>
<td>$17.08</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Absolute Software Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monitoring Option</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HP V24i 23.6' LED basics LCD monitor</td>
<td>$155.00</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Monitor Warranty Upgrade to 4 years</td>
<td></td>
<td>$16.90</td>
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</tr>
<tr>
<td>Monitor Total</td>
<td></td>
<td>$171.90</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laptop Cart - Bradford</td>
<td>$211.11</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monitor Cart - Surfboard</td>
<td>$211.11</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laptop Cart - EarthWalk</td>
<td>$1,630.14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laptop Cart - EarthWalk cart with High Efficiency Charging</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
From: Donovan, Donna L <donovan@hp.com>
Sent: Friday, August 14, 2015 3:45 PM
To: Onheiser, Patricia A.
Cc: Janet Kelman (JKK@daly.com); Capria, Sean; Bruno-Edelmann, Ida A; Alhashim, Tina
Subject: Countersigned Advance Pricing Agreement - Board of Education of Baltimore County
Attachments: Countersigned APA 29M Baltimore.pdf

Patti,

As per your note to Janet Kelman, attached is a copy of the Countersigned Advance Pricing Agreement for your records.

Thank you and best regards,

Donna Donovan

Donna L. Donovan
Engagement Manager
HP Financial Services
200 Connell Drive Suite 5000
Berkeley Heights, NJ 07922
donovan@hp.com
Tel: 908-898-4637
Efax: 908-547-6797

Planned Time Off: August 17 – August 24, 2015
STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT
ADVANCE PRICING AGREEMENT

Hewlett-Packard Financial Services Company ("Lessor") and Board of Education of Baltimore County ("Lessee"), are parties to the State and Local Government Master Lease Purchase Agreement identified by the Master Agreement Number specified above (the "Master Agreement"). This Advance Pricing Agreement (which shall be identified by the APA Number specified above) is being entered into by Lessor and Lessee as an option granted Lessee with respect to the Master Lease and supersedes any Advance Pricing Agreement previously entered into by Lessor and Lessee pursuant thereto with respect to leases commencing during the Commitment Period specified in Section 4 below. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Advance Pricing Agreement. All capitalized terms used in this Advance Pricing Agreement without definition have the meanings ascribed to them in the Master Agreement.

1. Purpose. This Advance Pricing Agreement constitutes a commitment on the part of Lessee, during the Commitment Period (hereinafter defined) to purchase Equipment of the type(s) described herein and enter into one or more Leases with Lessee at the lease rates set forth herein; provided, however, that Lessor shall under no circumstances be obligated to purchase Equipment of (a) such purchase would require Lessee to expend money in excess of the Amount Available (hereinafter defined) less the aggregate amount previously paid or committed to be paid by Lessor to acquire Equipment during such Commitment Period, or (b) any Equipment not in Non-proprietary shall have occurred and be continuing under any Lease or event shall have occurred and be continuing which, with the giving of notice or the passage of time or both, would constitute a Lease Default or Non-propriation under any Lease, or (c) Lessee shall have failed to deliver to Lessor any financial statements in accordance with the provisions of this Advance Pricing Agreement or any other financial statements, or (d) any advance change shall have occurred in Lessee's financial or operating condition, as determined by Lessor in its sole discretion, after the date of the last financial statements of Lessee delivered to Lessor prior to the execution and delivery of such Advance Pricing Agreement.

2. Commitment. Lessor shall, at Lessee's request made during the Commitment Period, purchase Equipment of the type(s) described herein and entered into a Lease of such Equipment with Lessee. Until such time as Lessee shall have executed and delivered to Lessor a Consolidating Schedule (hereinafter defined) in accordance with this Advance Pricing Agreement, each such Lease shall be governed by the terms of the Master Agreement, this Advance Pricing Agreement and the Acceptance Certificate executed and delivered to Lessor by Lessee pursuant to this Advance Pricing Agreement. Each such Acceptance Certificate shall specifically identify (by serial number or other identifying characteristic(s) the terms of Equipment to be leased thereunder (other than items of Systems Software, which shall be deemed to be items of Software licensed together with the related items of Hardware). Until Lessee has executed and delivered to Lessor a Consolidating Schedule, each such Acceptance Certificate, when executed and delivered by Lessee and accepted by Lessor, together with the Master Agreement and this Advance Pricing Agreement, shall constitute a separate and distinct Lease enforceable according to its terms. In the event of any conflict among the terms of such documents, the provisions of such Acceptance Certificate shall control over conflicting provisions in this Advance Pricing Agreement or the Master Agreement and the provisions of this Advance Pricing Agreement shall control over conflicting provisions in the Master Agreement.

3. Acceptance. For purposes of any Lease entered into pursuant to this Advance Pricing Agreement, Exhibit B to this Agreement shall replace all references to Exhibit B in the Master Agreement.

4. Commitment Period. Lessee may enter into Leases with Lessee pursuant to the Master Agreement and this Advance Pricing Agreement during the period beginning on August 1, 2015 and ending on October 31, 2015 (the "Commitment Period").

5. Amount Available. The aggregate Total Cost of Equipment to be subject to such Leases shall not exceed $29,400,899.00 ("Amount Available") without Lessee's consent, which consent shall be evidenced either by a writing executed by Lessee or by Lessee's fundings during the Commitment Period of Leases, in an aggregate amount exceeding such Amount Available.

6. Consolidation. All Leases commenced during each calendar month (or portion thereof) during the Commitment Period (the "Consolidation Period") shall be consolidated into a single Schedule ("Consolidating Schedule") in the form of Exhibit 2 hereto with such changes as Lessor and Lessee shall have agreed to as conclusively evidenced by their execution thereof. Lessor shall prepare and deliver to Lessee a Consolidating Schedule as of the close of each applicable Consolidation Period. Lessor agrees to execute and deliver each Consolidating Schedule to Lessee within 10 days after its receipt thereof. From and after Lessor's execution and delivery to Lessee of a Consolidating Schedule, the Consolidating Schedule shall supersede the applicable Acceptance Certificates and the Advance Pricing Agreement with respect to all Leases commenced during the Consolidation Period to which such Consolidating Schedule relates, and all such Leases shall be deemed to be a single, separate and distinct Lease governed by such Consolidating Schedule and the Master Agreement and enforceable in accordance with its terms. In the event of any conflict between the terms of the Master Agreement and such Consolidating Schedule, the provisions of the Consolidating Schedule shall govern. If Lessor fails to execute and deliver to Lessee any Consolidating Schedule within 10 days after its receipt thereof, Lessor may exercise its rights and remedies under Section 21 and 32 of the Master Agreement arising as a result of such failure, either immediately or at any time during the Initial Term of the Leases to which such Consolidating Schedule relates. No delay in exercising such rights or remedies shall operate as a waiver thereof. Lessor acknowledges and agrees that Rent with respect to such Leases shall be payable in the amounts and at the times determined pursuant to the applicable Advance Pricing Agreement and Acceptance Certificates, regardless of whether Lessor shall have received such Consolidating Schedule from Lessee or executed and delivered the same to Lessee as of the time any such payment is due. Lessor shall, at all times during which this Advance Pricing Agreement is effective, deliver to Lessee its quarterly and annual financial statements no later than 90 days after the end of each of Lessee's fiscal quarters or 120 days after the end of each of Lessee's fiscal years, as applicable. Such annual financial statements shall be audited and certified by Lessee's independent certified public accountants.

7. Leases. Set forth below is a description of the type(s) of Equipment that may be leased pursuant to this Advance Pricing Agreement, the times at which Rent is payable and the length of the Initial Term of each Lease that is commenced pursuant hereto, and the Lease Rate Factor to be multiplied by the Total Cost of the Equipment subject to each such Lease to determine the periodic Rent payable with respect thereto.
A. Equipment Type I:
   (i) Description of Equipment: HP Desktops and Monitors
   (ii) Rent is payable: __X__ in advance, ___ in arrears (check one)
       ___ monthly, ___ semi-annually, ___ annually (check one)
   (iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolidation Period in which the Acceptance Date occurs)
   (iv) Lease rate factor: 0.25487 followed by 0.04 option in Month 49

B. Equipment Type II:
   (i) Description of Equipment: JES Servers
   (ii) Rent is payable: __X__ in advance, ___ in arrears (check one)
       ___ monthly, ___ semi-annually, ___ annually (check one)
   (iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolidation Period in which the Acceptance Date occurs)
   (iv) Lease rate factor: 0.25487 followed by 0.04 option in Month 49

C. Equipment Type III:
   (i) Description of Equipment: HP Laptops
   (ii) Rent is payable: __X__ in advance, ___ in arrears (check one)
       ___ monthly, ___ semi-annually, ___ annually (check one)
   (iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolidation Period in which the Acceptance Date occurs)
   (iv) Lease rate factor: 0.25487 followed by 0.04 option in Month 49

D. Equipment Type IV:
   (i) Description of Equipment: Associated Soft Costs (i.e. shipping, installation, etc.)
   (ii) Rent is payable: __X__ in advance, ___ in arrears (check one)
       ___ monthly, ___ semi-annually, ___ annually (check one)
   (iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolidation Period in which the Acceptance Date occurs)
   (iv) Lease rate factor: 0.25487 followed by 0.04 option in Month 49

With respect to each Lease that is commenced pursuant to this Advance Pricing Agreement, Lessee shall pay Lessor (a) on the first day of each calendar month or calendar quarter (depending on whether Rent is payable monthly or quarterly) if Rent is payable in advance, or (b) on the last day of each calendar month or quarter (depending on whether Rent is payable monthly or quarterly) if Rent is payable in arrears, the Rent payment calculated as set forth above in this Section 7 for the length of the Initial Term of such Lease. The First Payment Date shall be the first day of the month or quarter (as applicable) immediately following the end of the Consolidation Period in which the Acceptance Date occurs. In addition, on the First Payment Date Lessee shall also pay Lessor with respect to each such Lease an amount equal to the Daily Rent multiplied by the number of days from and including the Acceptance Date up to but excluding the first day of the month or quarter (as applicable) in which the first Rent payment date occurs.

8. Additional Provisions: NONE


IN WITNESS WHEREOF, LESSOR AND LESSEE HAVE EXECUTED THIS ADVANCE PRICING AGREEMENT ON THE DATES SPECIFIED BELOW.

LESSEE:
BOARD OF EDUCATION OF BALTIMORE COUNTY
BY: _____________________________
   [Signature]
   Date: _________________________

LESOR:
HEWLETT PACKARD FINANCIAL SERVICES COMPANY
BY: _____________________________
   [Signature]
   Name and Title: __________________________
   Date: _________________________

Page 2 of 2
STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT
ADVANCE PRICING AGREEMENT

Hewlett-Packard Financial Services Company ("Lessor") and Board of Education of Baltimore County ("Lessee"), are parties to the State and Local Government Master Lease Purchase Agreement identified by the Master Agreement Number specified above (the "Master Agreement"). This Advance Pricing Agreement (which shall be identified by the APA Number specified above) is being entered into by Lessor and Lessee as an option granted to Lessee with respect to the Master Lease and supersedes any Advance Pricing Agreement previously entered into by Lessor and Lessee pursuant thereto with respect to Lessee commencing during the Commitment Period specified in Section 4 below. The terms and conditions of this Master Agreement are hereby incorporated by reference into this Advance Pricing Agreement. All capitalized terms used in this Advance Pricing Agreement without definition have the meanings ascribed to them in the Master Agreement.

1. Purpose. This Advance Pricing Agreement constitutes a commitment on the part of Lessor, during the Commitment Period (hereinafter identified) to purchase Equipment of the type(s) described herein and to enter into one or more Leases with Lessee at the lease rates set forth herein; provided, however, that Lessor shall under no circumstances be obligated to purchase Equipment if (a) such purchase would require Lessor to expend money in excess of the Amount Available (hereinafter defined) less the aggregate amount previously paid or committed to be paid by Lessor to acquire Equipment during such Commitment Period, or (b) any Lessee Default or Non-appropriation shall have occurred and be continuing under any Lease or any event shall have occurred and be continuing which, with the giving of notice or the passage of time or both, would constitute a Lessee Default or Non-appropriation under any Lease, or (c) Lessor shall have failed to deliver to Lessee any financial statements in accordance with the provisions of this Advance Pricing Agreement or any material adverse change shall have occurred in Lessee's financial or operating condition, as determined by Lessor in its sole discretion, after the date of the last financial statements of Lessee delivered to Lessor prior to the execution and delivery of such Advance Pricing Agreement.

2. Commitment. Lessor shall, at Lessee's request made during the Commitment Period purchase Equipment of the type(s) described herein and enter into a Lease of such Equipment with Lessee. Until such time as Lessee shall have executed and delivered to Lessor a Consolidating Schedule (hereinafter defined) in accordance with this Advance Pricing Agreement, each such Lease shall be governed by the terms of the Master Agreement, this Advance Pricing Agreement and the Acceptance Certificate executed and delivered to Lessor by Lessee pursuant to this Advance Pricing Agreement. Each such Acceptance Certificate shall specifically identify (by serial number or other identifying characteristics) the items of Equipment to be leased thereunder (other than items of System Software, which shall be deemed to be items of Software leased together with the related items of Hardware). Until Lessee shall have executed and delivered to Lessor a Consolidating Schedule, each such Acceptance Certificate, when executed and delivered by Lessee and accepted by Lessor, together with the Master Agreement and this Advance Pricing Agreement, shall constitute a separate and distinct Lease enforceable according to its terms. In the event of any conflict among the terms of such documents, the provisions of such Acceptance Certificate shall control over conflicting provisions in this Advance Pricing Agreement or the Master Agreement and the provisions of this Advance Pricing Agreement shall control over conflicting provisions in the Master Agreement.

3. Acceptance. For purposes of any Lease entered into pursuant to this Advance Pricing Agreement, Exhibit I hereto shall replace all references to Exhibit B in the Master Agreement.

4. Commitment Period. Lessee may enter into Leases with Lessor pursuant to the Master Agreement and this Advance Pricing Agreement during the period beginning on May 12, 2015 and ending on July 31, 2015 (the "Commitment Period").

5. Amount Available. The aggregate Total Cost of Equipment to be subject to such Leases shall not exceed $18,000,000.00 ("Amount Available") without Lessor's consent, which consent shall be evidenced either by a writing executed by Lessor or by Lessor's funding during the Commitment Period of Leases, in an aggregate amount exceeding such Amount Available.

6. Consolidation. All Leases commenced during any calendar month/quarterly period or portion thereof during the Commitment Period (the "Consolidation Period") shall be consolidated into a single Schedule (a "Consolidating Schedule") in the form of Exhibit 2 hereto with such changes as Lessor and Lessee shall have agreed to as conclusively evidenced by their execution thereof. Lessor shall prepare and deliver to Lessee a Consolidating Schedule as of the close of each applicable Consolidation Period. Lessee agrees to execute and deliver each Consolidating Schedule to Lessor within 10 days after its receipt thereof from Lessor. From and after Lessee's execution and delivery to Lessor of a Consolidating Schedule, the Consolidating Schedule shall supersede the applicable Acceptance Certificates and the Advance Pricing Agreement with respect to all Leases commenced during the Consolidation Period to which such Consolidating Schedule relates, and all such Leases shall be deemed to be a single, separate and distinct Lease governed by such Consolidating Schedule and the Master Agreement and enforceable in accordance with its terms. In the event of any conflict between the terms of the Master Agreement and such Consolidating Schedule, the provisions of the Consolidating Schedule shall govern. If Lessee fails to execute and deliver to Lessor any Consolidating Schedule within 10 days after its receipt thereof, Lessor may exercise its rights and remedies under Section 21 and 22 of the Master Agreement arising as a result of such failure, either immediately or at any time during the Initial Term of the Lease to which such Consolidating Schedule relates. No delay in exercising such rights or remedies shall operate as a waiver thereof. Lessor acknowledges and agrees that Rent with respect to such Leases shall be payable in the amounts and at the times determined pursuant to the applicable Advance Pricing Agreement and Acceptance Certificates, regardless of whether Lessee shall have received such Consolidating Schedule from Lessor or executed and delivered the same to Lessor as of the time any such payment is due. Lessee shall, at all times during which this Advance Pricing Agreement is effective, deliver to Lessor its quarterly and annual financial statements no later than 75 days after the end of each of Lessee's fiscal quarters or 120 days after the end of each of Lessee's fiscal years, as applicable. Such annual financial statements shall be audited and certified by Lessee's independent certified public accountants.

7. Leases. Set forth below is a description of the type(s) of Equipment that may be leased pursuant to this Advance Pricing Agreement, the times at which Rent is payable and the length of the Initial Term of each Lease that is committed pursuant hereto, and the Lease rate factor to be multiplied by the Total Cost of the Equipment subject to each such Lease to determine the periodic Rent payable with respect thereto.

Page 1 of 2
MLPA APA (02—07)
A. Equipment Type I:
(i) Description of Equipment: HP Desktops and Monitors
(ii) Rent is payable:
  - X in advance  ____ in arrears (check one)
  - monthly  ____ quarterly (check one)
  - semi-annually  X annually
(iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolidation Period in which the Acceptance Date occurs).
(iv) Lease rate factor: 0.25487 followed by 0.04 option in Month 49.

B. Equipment Type II:
(i) Description of Equipment: ISS Servers
(ii) Rent is payable:
  - X in advance  ____ in arrears (check one)
  - monthly  ____ quarterly (check one)
  - semi-annually  X annually
(iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolidation Period in which the Acceptance Date occurs).
(iv) Lease rate factor: 0.25487 followed by 0.04 option in Month 49.

C. Equipment Type III:
(i) Description of Equipment: HP Laptops
(ii) Rent is payable:
  - X in advance  ____ in arrears (check one)
  - monthly  ____ quarterly (check one)
  - semi-annually  X annually
(iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolidation Period in which the Acceptance Date occurs).
(iv) Lease rate factor: 0.25487 followed by 0.04 option in Month 49.

D. Equipment Type IV:
(i) Description of Equipment: Associated Soft Costs (i.e. shipping, installation, etc.)
(ii) Rent is payable:
  - X in advance  ____ in arrears (check one)
  - monthly  ____ quarterly (check one)
  - semi-annually  X annually
(iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolidation Period in which the Acceptance Date occurs).
(iv) Lease rate factor: 0.25487

With respect to each Lease that is commenced pursuant to this Advance Pricing Agreement, Lessee shall pay Lessor (a) on the first day of each calendar month or calendar quarter (depending on whether Rent is payable monthly or quarterly) if Rent is payable in advance, or (b) on the last day of each calendar month or quarter (depending on whether Rent is payable monthly or quarterly) if Rent is payable in arrears, the Rent payment calculated as set forth above in this Section 7 for the length of the initial term of such Lease. The first Payment Date shall be the first day (if Rent is payable in advance) or the last day (if Rent is payable in arrears) of the month or quarter (as applicable) immediately following the end of the Consolidation Period in which the Acceptance Date occurs. In addition, on the first Payment Date Lessee shall also pay Lessor with respect to each such Lease an amount equal to the Daily Rent multiplied by the number of days from and including the Acceptance Date up to but excluding the first day of the month or quarter (as applicable) in which the first Rent payment date occurs.

8. Additional Provisions: NONE.


IN WITNESS WHEREOF, LESSOR AND LESSEE HAVE EXECUTED THIS ADVANCE PRICING AGREEMENT ON THE DATES SPECIFIED BELOW.

LESSEE:
BOARD OF EDUCATION OF BALTIMORE COUNTY

BY: David Uhler, President
Name and Title
5-19-15
Date

S. Deleo, Superintendent
5-49-15

LESSOR:
HEWLETT-PACKARD FINANCIAL SERVICES COMPANY

BY: Steve Koppie, Document Operations
Name and Title
5-27-15
Date

MLPA APA (02—07)
**Certificate of Liability Insurance**

**Certificate Holder**

- **Name:** [Name of Certificate Holder]
- **Address:** [Address of Certificate Holder]
- **City:** [City of Certificate Holder]
- **State:** [State of Certificate Holder]
- **Zip Code:** [Zip Code of Certificate Holder]
- **Phone:** [Phone Number of Certificate Holder]
- **Fax:** [Fax Number of Certificate Holder]

**Policy Information**

- **Policy Number:** [Policy Number]
- **Policies Effective Date:** [Date]
- **Policies Expiration Date:** [Date]
- **Insured Name:** [Name of Insured]
- **Insured Address:** [Address of Insured]
- **Insured City:** [City of Insured]
- **Insured State:** [State of Insured]
- **Insured Zip Code:** [Zip Code of Insured]
- **Policy Issuer Name:** [Name of Policy Issuer]
- **Policy Issuer Address:** [Address of Policy Issuer]
- **Policy Issuer City:** [City of Policy Issuer]
- **Policy Issuer State:** [State of Policy Issuer]
- **Policy Issuer Zip Code:** [Zip Code of Policy Issuer]

**Coverage Information**

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Description</th>
<th>Effective Date</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Coverage 1]</td>
<td>[Description 1]</td>
<td>[Date 1]</td>
<td>[Date 2]</td>
</tr>
<tr>
<td>[Coverage 2]</td>
<td>[Description 2]</td>
<td>[Date 3]</td>
<td>[Date 4]</td>
</tr>
<tr>
<td>[Coverage 3]</td>
<td>[Description 3]</td>
<td>[Date 5]</td>
<td>[Date 6]</td>
</tr>
<tr>
<td>[Coverage 4]</td>
<td>[Description 4]</td>
<td>[Date 7]</td>
<td>[Date 8]</td>
</tr>
</tbody>
</table>

**Signature of Person Authorized to Bind Insurance**

- **Name:** [Name of Authorized Person]
- **Title:** [Title of Authorized Person]
- **Date:** [Date of Signature]

---

**Additional Information:**

- **Invoices:** [List of Invoices]
- **Legal Descriptions:** [List of Legal Descriptions]
- **Equipment:** [List of Equipment]
- **Study:** [List of Studies]
- **Services:** [List of Services]

---

**Important Notice:**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not constitute a contract of insurance or guarantee against the issuance of insurance. The certificate holder may not assign or transfer any right to the insurance. The certificate holder retains all rights to the policy. The certificate holder shall not be entitled to any refund under the policy. The insured shall be bound by all the terms and conditions of the policy.
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/19/2014

PRODUCER
Coiffy & Company, Inc.
228 Schilling Circle Suite 200
Hunt Valley, MD 21031
Coiffy & Company

INURED
Daly Computers, Inc.
22521 Gateway Center Drive
Clarksburg, MD 20871

COVERAGES

<table>
<thead>
<tr>
<th>LIM</th>
<th>GENERAL LIABILITY</th>
<th>A</th>
<th>COMMERCIAL GENERAL LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>A</td>
<td>CLAIMS MADE X OCCUR</td>
</tr>
<tr>
<td></td>
<td></td>
<td>A</td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td></td>
<td></td>
<td>A</td>
<td>SCHEDULED PROPERTY (A-250)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>A</td>
<td>PERSONAL &amp; ADJURY INJURY</td>
</tr>
<tr>
<td></td>
<td></td>
<td>A</td>
<td>GENERAL AGGREGATE</td>
</tr>
<tr>
<td></td>
<td></td>
<td>A</td>
<td>PRODUCTS - COMP &amp; ADD MILE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LIM</th>
<th>ANY AUTO</th>
<th>X</th>
<th>OCCUR</th>
<th>EXCESS LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>X</td>
<td>OCCUR</td>
<td>CLAIMS-MADE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LIM</th>
<th>WORKER'S COMP &amp; EMPLOYER LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>ANY PROPRIETOR/SIXICUTIVE OFFICER</td>
</tr>
<tr>
<td></td>
<td>EXCLUDED (Mandatory in NY)</td>
</tr>
</tbody>
</table>

CANCELLATION

The ACORD name and logo are registered marks of ACORD
CONSOLIDATING SCHEDULE

Hewlett-Packard Financial Services Company ("Lessor") and Board of Education of Baltimore County ("Lessee") are parties to the Master Agreement ("Master Agreement") and the Advance Pricing Agreement (the "Advance Pricing Agreement") identified by the Master Agreement Number and the AFA Number, respectively, specified above. Pursuant thereto, Lessee and Lessor have entered into one or more Leases (the "Existing Leases"), which are more particularly described in Section 1 below, during the Consolidation Period ending on June 27, 2014 (the "Consolidation Date"). Pursuant to Section 6 of the Advance Pricing Agreement, Lessor and Lessee are entering into this Consolidating Schedule, which shall be identified by the Schedule Number specified above (the "Schedule"), effective as of the day immediately following the Consolidation Date (the "Start Date"). For the purpose of consolidating all of the Existing Leases into a single, separate and distinct Lease of the Equipment described in Section 1 below, the terms and conditions of the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this Schedule without definition have the meanings ascribed to them in the Master Agreement.

1. EXISTING LEASES. Each of the [Lease] being consolidated pursuant to this Schedule have been evidenced by the Master Agreement, the Advance Pricing Agreement and the Acceptance Certificate. The Acceptance Dates specified in the Acceptance Certificate relating to such Existing Leases are as follows: June 19, 2014.

<table>
<thead>
<tr>
<th>Lease Acceptance Certificate Number</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>June 19, 2014</td>
</tr>
</tbody>
</table>

2. LEASE.

A. Description of Terms of Leased Equipment

<table>
<thead>
<tr>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$15,955,521.65</td>
</tr>
</tbody>
</table>

B. Initial Term: 48 Months (measured from the Start Date)

3. RENT:

<table>
<thead>
<tr>
<th>RENT</th>
<th>$2,674,175.17 due annually followed by $262,653.97 due in Month 49 for Tech Refresh Option</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>RENT is payable:</th>
</tr>
</thead>
<tbody>
<tr>
<td>X in advance</td>
</tr>
<tr>
<td>___ in arrears (check one)</td>
</tr>
<tr>
<td>monthly</td>
</tr>
<tr>
<td>___ quarterly (check one)</td>
</tr>
<tr>
<td>annually</td>
</tr>
</tbody>
</table>

Lessor shall pay Lessee (a) on the first day of each calendar month or calendar quarter (depending on whether Rent is payable monthly or quarterly as specified above) if Rent is payable in advance, or (b) on the last day of each calendar month or calendar quarter (depending on whether Rent is payable monthly or quarterly as specified above) if Rent is payable in arrears. Under the Lease, the Rent payment specified above for the length of the initial Term in the case of a Lease. The First Payment Date shall be the Start Date if Rent is payable in advance or the last day of the month or quarter (as applicable) in which the Start Date occurs if Rent is payable in arrears. In addition, on the first Rent payment due date, Lessor shall also pay Lessee an amount equal to 1% of the aggregate amount payable by Lessor to Lessee with respect to the Existing Leases pursuant to the terms of the Advance Pricing Agreement, with respect to the periods from and including the Acceptance Date in the case of each such Existing Lease up to but excluding the Start Date.

ANNUAL RATE OF INTEREST 3.125%

4. ADVANCE RENT: N/A

5. EQUIPMENT LOCATION: Refer to Exhibit A Attached

6. SELLER: Dell Computer

7. APPROPRIATIONS: Monies for all Rent and Other Payments due under the Lease for the Fiscal Period ending __________ are available from Lessee's appropriated funds for such Fiscal Period and that appropriations and/or other funds have been established or designated for the payment of all Rent and Other Payments that shall become due under the Lease in such Fiscal Period.

8. NON-ASSIGNABILITY BY LESSOR: Notwithstanding any other terms or conditions set forth in the Master Agreement to the contrary, Lessor hereby agrees that it shall not and will not sell, assign, lease, hypothecate or otherwise dispose of its interest in the Equipment or this Schedule or any Lease.

9. ADDITIONAL PROVISIONS: Subject to Tech Refresh Amendment to this lease schedule herein and incorporated herein

10. FISCAL PERIOD:

LESSOR AGREES TO LEASE TO LESSEE AND LESSEE AGREES TO LEASE TO LESSOR THE EQUIPMENT DESCRIBED IN SECTION 3A ABOVE. SUCH LEASE WILL BE GOVERNED BY THE MASTER AGREEMENT AND THIS SCHEDULE, INCLUDING THE IMPORTANT ADDITIONAL TERMS AND CONDITIONS SET FORTH ABOVE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT, THE TERMS OF THIS SCHEDULE SHALL GOVERN.

LESSEE:

BOARD OF EDUCATION OF BALTIMORE COUNTY

By:

Name and Title

June 13, 2014

329073.02

Page 1 of 2

MLPA APA (02-07)
ATTACHMENT A

TO

SCHEDULE TO STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT

CONSOLIDATING SCHEDULE

The first payment of Rent will be due the Acceptance Date and all payments will be due annually thereafter.

<table>
<thead>
<tr>
<th>Rent Payment No.</th>
<th>Rent</th>
<th>Interest</th>
<th>Principal</th>
<th>Principal Balance</th>
<th>Concluding Payments</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>$3,347,175.37</td>
<td>$0.00</td>
<td>$3,347,175.37</td>
<td>$12,995,521.65</td>
<td>$13,255,432.08</td>
</tr>
<tr>
<td>1</td>
<td>$3,347,175.37</td>
<td>$166,663.60</td>
<td>$3,280,511.77</td>
<td>$9,648,346.28</td>
<td>$9,841,313.21</td>
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<tr>
<td>2</td>
<td>$3,347,175.37</td>
<td>$291,111.77</td>
<td>$3,056,063.60</td>
<td>$6,667,234.51</td>
<td>$6,820,579.20</td>
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<tr>
<td>3</td>
<td>$3,347,175.37</td>
<td>$252,958.34</td>
<td>$3,094,217.03</td>
<td>$3,573,017.48</td>
<td>$3,644,477.83</td>
</tr>
<tr>
<td>4</td>
<td>$3,347,175.37</td>
<td>$135,561.84</td>
<td>$3,211,613.53</td>
<td>$361,403.95</td>
<td>$368,632.03</td>
</tr>
<tr>
<td>5</td>
<td>$363,653.97</td>
<td>$2,250.02</td>
<td>$361,403.95</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Totals</td>
<td>$13,752,333.45</td>
<td>$756,833.80</td>
<td>$12,995,521.65</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Please note that the Concluding Payment includes a 2% prepayment premium which is payable only in the event you prepay this lease early.

Lessee Please Initial and date:
Amendment to State and Local Government Master Lease Purchase Agreement Schedule

<table>
<thead>
<tr>
<th>Lessee: Board of Education of Baltimore County</th>
<th>Lessor: Hewlett-Packard Financial Services Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Address</td>
</tr>
<tr>
<td>6901 N. Charles Street</td>
<td>200 Connell Drive, Suite 500</td>
</tr>
<tr>
<td>City/State/Zip</td>
<td>City/State/Zip</td>
</tr>
<tr>
<td>Baltimore, MD 21204</td>
<td>Berkeley Heights, NJ 07922</td>
</tr>
<tr>
<td>Attention:</td>
<td>Attn: Donna L. Donovan</td>
</tr>
</tbody>
</table>

Lessor and Lessee hereby amend, as specified below, the State and Local Government Master Lease Purchase Agreement Schedule (the "Schedule") identified by a Schedule Number specified above that incorporates the State and Local Government Master Lease Purchase Agreement (the "Agreement") referenced by the Lease Number specified above. Capitalized terms used in this Amendment that are not otherwise defined herein shall have the meanings ascribed to them in the Schedule.

1. Add the following new Section to the Schedule:

"9. TECHNOLOGY REFRESH WITH NEW FINANCING OPTION. (a) If (i) Lessor and Lessee have entered into an additional lease ("New Equipment Schedule") for new equipment ("New Equipment") that Lessor determines is comparable in terms of type and quality to the original equipment ("Original Equipment") subject to this Schedule ("Original Equipment Schedule"), (ii) the Term of the New Equipment Schedule is equal in length to the full Term of the Original Equipment Schedule, (iii) no Event of Default exists and no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, and (iv) Lessee delivers to Lessor an irrevocable written election notice of its intent to return the Original Equipment pursuant to the terms of this Section at least 15 months prior to the end of the Term of the Original Equipment Schedule, Lessee may, effective on the date which is 12 months prior to the end of the Term of the Original Equipment Schedule (the "Technology Refresh Date") terminate the Original Equipment Schedule with respect to all, but not less than all, of the Original Equipment ("Technology Refresh").

(b) If Lessee elects a Technology Refresh, as or before the applicable Technology Refresh Date, Lessee shall (i) pay Lessor an amount equal to any and all Rent and other amounts then past due and owing under the Original Equipment Schedule and (ii) return all, but not less than all, of the Original Equipment to Lessor in accordance with Section 10 of the Agreement. If Lessee fails to pay Lessor all Rent payments and other amounts or return all such Original Equipment to Lessor in accordance with the preceding sentence, the Original Equipment Schedule shall not terminate with respect to any item of the Original Equipment and Lessee shall continue to pay Lessor the Rent payments and all other provisions of the Agreement and the Original Equipment Schedule shall continue to apply.

(c) If Lessee elects a Technology Refresh and has completely fulfilled the terms and conditions of the Agreement and this Amendment, then as of the Technology Refresh Date the Original Equipment Schedule shall terminate and, except as provided in Section 28 of the Agreement, Lessee shall be relieved of all obligations under the Original Equipment Schedule."

Lessor and Lessee hereby make this Amendment an integral part of the Schedule.

By: S. Dallas Dense

(Type/Print Name)

Superintendent

(Date)

By: [Signature]

(Type/Print Name)

[Title]

(Date)
Form 8038-G

Information Return for Tax-Exempt Governmental Obligations

Under Internal Revenue Code section 149(a)

See separate instructions.

Caution: If the issue price is under $100,000, use Form 8038-G.

Part I Reporting Authority

1 Issuer's name
Board of Education of Baltimore County

3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)

3b Telephone number of other person shown on 3a

4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite
6001 N. Charles Street

8a Name of issue

8b CUSIP number

10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)

10b Telephone number of officer or other employee shown on 10a

Part II Type of issue (enter the issue price). See the instructions and attach schedule.

11 Education

12 Health and hospital

13 Transportation

14 Public safety

15 Environment (including sewage bonds)

16 Housing

17 Utilities

18 Other. Describe

If obligations are TANs or RANs, check only box 19a

If obligations are BANs, check only box 19b

If obligations are in the form of a lease or installment sale, check box

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

<table>
<thead>
<tr>
<th>(a) Final maturity date</th>
<th>(b) Issue price</th>
<th>(c) Stated redemption price at maturity</th>
<th>(d) Weighted average maturity</th>
<th>(e) Yield</th>
</tr>
</thead>
<tbody>
<tr>
<td>$12,995,521.85</td>
<td>$</td>
<td>3.73</td>
<td>%</td>
<td></td>
</tr>
</tbody>
</table>

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest

23 Issue price of entire issue (enter amount from line 21, column (b))

24 Proceeds used for bond issuance costs (including underwriters' discount)

25 Proceeds used for credit enhancement

26 Proceeds allocated to reasonably required reserve or replacement fund

27 Proceeds used to currently refund prior issues

28 Proceeds used to advance refund prior issues

29 Total (add lines 24 through 28)

30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)

Part IV Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded

32 Enter the remaining weighted average maturity of the bonds to be advance refunded

33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)

34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)

For Paperwork Reduction Act Notice, see separate instructions.
### Part VI: Miscellaneous

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
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</tr>
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<td>d Term of hedge</td>
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<td>□ and enter the amount of reimbursement</td>
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<td>b Enter the date the official intent was adopted</td>
<td>46</td>
</tr>
</tbody>
</table>

### Signature and Consent

**S. Dallas Dance, Superintendent**

Signature of issuer's authorized representative

Date

Type or print name and title

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to proceed this return, to the person that I have authorized above.

### Paid Preparer

Print/Type preparer's name

Preparer's signature

Date

Check [ ] if self-employed

PTIN

### Use Only

Form's name

Preparer's signature

File's EIN

Phone no.
INCUMBENCY CERTIFICATE
(State and Local Government Master Lease Agreement)

I, the undersigned being the duly appointed and acting Secretary or Clerk of Board of Education of Baltimore County ("Lessee"), DO HEREBY CERTIFY that (i) I have custody of the records of Lessee as of the date set forth below, the following persons in the respective capacities indicated opposite their names have been authorized to execute, with full authority to bind the Lessee to the State and Local Government Master Lease Purchase Agreement between Lessee and Hewlett-Packard Financial Services Company as lessor ("Master Agreement"), and all other agreements, documents and instruments executed and delivered and to be executed and delivered in connection therewith, including without limitation, the Master Agreement, any Schedules and Acceptance Certificates (as such terms are defined in the Master Agreement; collectively referred to as the "Documents"); and (iii) the signature set forth opposite such individual's name and title/office is the true and authentic signature of that individual; and, (iv) each such individual has (and had on the date each such individual affixed his or her signature to the Documents) the authority to enter into the Documents on behalf of the Lessee.

Name          Title/Office

David Uhfelder  President, Board of Education

S. Dallas Dance  Superintendent

On behalf of Lessee, I hereby certify the due and effective ratification, approval, and confirmation of all such acts and things that any of the above-referenced persons has done or may do in connection with the matters outlined above prior or subsequent to the date of this Certificate. I do further certify that the foregoing authority shall remain in full force and effect, and Hewlett-Packard Financial Services Company shall be entitled to rely upon same, until written notice of the modification, rescission or revocation of same, in whole or in part, has been delivered to Hewlett-Packard Financial Services Company, but no such modification, rescission or revocation shall, in any event, be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Hewlett-Packard Financial Services Company of said written notice of said modification, rescission or revocation. The execution and delivery of the Documents for and on behalf of Lessee is not prohibited or in any manner restricted by any law, ordinance or regulation.

In Witness Whereof, I have duly executed this Incumbency Certificate and affixed Lessee's seal hereto this 21st day of July, 2014.

Secretary/Clerk or duly elected or appointed acting officer (or duly authorized designee of such officer) of

Board of Education of Baltimore County

Signature: Richard L. Gay

Print Name: Richard L. Gay

Title: Purchasing Manager

CONSOLIDATING SCHEDULE

Hewlett-Packard Financial Services Company ("Lessor") and Board of Education of Baltimore County ("Lessee") are parties to the State and Local Government Master Lease Purchase Agreement (the "Master Agreement") and the Advance Pricing Agreement (the "Advance Pricing Agreement") identified by the Master Agreement Number and the APA Number, respectively, specified above. Pursuant to Section 6 of the Advance Pricing Agreement, Lessee and Lessee have entered into one or more Leases (the "Existing Leases"). which are more particularly described in Section 1 below, during the Consolidation Period ending on September 29, 2014 (the "Consolidation Date"). Pursuant to Section 6 of the Advance Pricing Agreement, Lessee and Lessee are entering into this Consolidating Schedule, which shall be identified by the Schedule Number specified above (this "Schedule"), effective as of the day immediately following the Consolidation Date (the "Start Date"). For the purpose of consolidating all of the Existing Leases into a single, separate and distinct lease of the Equipment described in Section 2 below, the terms and conditions of the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this Schedule without definition have the meanings ascribed to them in the Master Agreement.

1. EXISTING LEASES. Each of the Existing Leases being consolidated pursuant to this Schedule shall have been evidenced by the Master Agreement, the Advance Pricing Agreement and an Acceptance Certificate. The Acceptance Dates specified in the Acceptance Certificates relating to such Existing Leases are as follows: July 21, August 29 and September 29, 2014.

Leases Acceptance Certificate Number
01
02
03
Date
July 21, 2014
August 29, 2014
September 29, 2014

2. LEASE.
A. Description of Items of Leased Equipment
   Refer to Exhibits A1, A2 and A3 Attached
   Total Cost
   $14,051,565.14

B. Initial Term: 42 Months (measured from the Start Date)

3. RENT: $3,040,200.84 annually with $418,517.19 due in Month 40 for Tech Refresh Option

   RENT IS payable: X in advance ___ in arrears (check one)
   monthly ___ quarterly (check one)
   semi-annually ___ annually

Lessee shall pay Lessee on the first day of each calendar month or calendar quarter (depending on whether Rent is payable monthly or quarterly as specified above) if Rent is payable in advance, or (b) on the last day of each calendar month or calendar quarter (depending on whether Rent is payable monthly or quarterly as specified above) if Rent is payable in arrears, the Rent payment specified above for the length of the Initial Term in the case of a lease. The First Payment Date shall be the Start Date if Rent is payable in advance or the last day of the month or quarter (as applicable) in which the Start Date occurs if Rent is payable in arrears. In addition, on the first Rent payment date, Lessee shall also pay Lessee an amount equal to SNA (which is the aggregate amount payable by Lessee to Lessee with respect to the Existing Leases prior to the terms of the Advance Pricing Agreement with respect to the periods from and including the Acceptance Date in the case of each such Existing Lease up to but excluding the Start Date).

ANNUAL RATE OF INTEREST 0%*

4. ADVANCE RENT: N/A

5. EQUIPMENT LOCATION: Refer to Exhibits A1, A2 and A3 Attached

6. SELLER: Daily Computer

7. APPROPRIATIONS: Monies for all Rent and other payments due under the Lease for the Fiscal Period ending are available from Lessee's appropriated funds for such Fiscal Period and that appropriations and/or other funds have been encumbered or designated for the payment of all Rent and other payments that shall become due under the Lease in such Fiscal Period.

8. NON-ASSIGNABILITY BY LESSOR: Notwithstanding any other terms or conditions set forth in the Master Agreement to the contrary, Lessee hereby agrees that it shall not and will not sell, assign, transfer, hypothecate or otherwise dispose of its interest in the Equipment or this Schedule or any Lease.

9. ADDITIONAL PROVISIONS: Subject to Tech Refresh Amendment to this lease schedule hereof and incorporated herein.

10. FISCAL PERIOD:

LESSEE:
BY:

LESSEE:
BOARD OF EDUCATION OF BALTIMORE COUNTY

Date: October 1, 2014
ATTACHMENT A

TO

SCHEDULE TO STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT

CONSOLIDATING SCHEDULE

The first payment of Rent will be due the Acceptance Date and all payments will be due annually thereafter.

<table>
<thead>
<tr>
<th>Rent Payment No.</th>
<th>Rent</th>
<th>Interest</th>
<th>Principal</th>
<th>Principal Balance</th>
<th>Concluding Payments</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>$3,610,947.84</td>
<td>$0.00</td>
<td>$3,610,947.84</td>
<td>$14,051,365.34</td>
<td>$14,332,392.65</td>
</tr>
<tr>
<td>1</td>
<td>$3,610,947.84</td>
<td>$386,056.91</td>
<td>$3,224,890.93</td>
<td>$10,440,417.50</td>
<td>$10,649,225.85</td>
</tr>
<tr>
<td>2</td>
<td>$3,610,947.84</td>
<td>$266,809.53</td>
<td>$3,344,138.31</td>
<td>$7,215,526.57</td>
<td>$7,359,837.10</td>
</tr>
<tr>
<td>3</td>
<td>$3,610,947.84</td>
<td>$143,152.92</td>
<td>$3,467,794.92</td>
<td>$3,871,388.26</td>
<td>$3,948,816.03</td>
</tr>
<tr>
<td>4</td>
<td>$418,517.19</td>
<td>$14,923.75</td>
<td>$403,593.44</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Totals</td>
<td>$14,862,308.55</td>
<td>$810,943.21</td>
<td>$14,051,365.34</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Please note that the Concluding Payment includes a 2% prepayment premium which is payable only in the event you prepay this lease early.

Lessee Please Initial and date: [Signature]
Amendment to State and Local Government Master Lease Purchase Agreement Schedule

Lessee: Baltimore Board of Education
Address: 6901 N. Charles Street
City/State/Zip: Baltimore, MD 21204
Attention: S. Dallas Dance, Superintendent

Lessor: Hewlett-Packard Financial Services Company
Address: 200 Connell Drive, Suite 500
City/State/Zip: Berkeley Heights, NJ 07922
Attention: Donna L. Donovan

Lessor and Lessee hereby amend, as specified below, the State and Local Government Master Lease Purchase Agreement Schedule (the "Schedule") identified by a Schedule Number specified above that incorporates the State and Local Government Master Lease Purchase Agreement (the "Agreement") referenced by the Lease Number specified above. Capitalized terms used in this Amendment that are not otherwise defined herein shall have the meanings ascribed to them in the Schedule.

1. Add the following new Section to the Schedule:

"9. TECHNOLOGY REFRESH WITH NEW FINANCING OPTION. (a) If (i) Lessor and Lessee have entered into an additional lease ("New Equipment Schedule") for new equipment ("New Equipment") that Lessor determines is comparable in terms of type and quality to the original Equipment ("Original Equipment") subject to this Schedule ("Original Equipment Schedule"), (ii) the Term of the New Equipment Schedule is equal in length to the full Term of the Original Equipment Schedule, (iii) no Event of Default exists and no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, and (iv) Lessee delivers to Lessor an irrevocable written election notice of its intent to return the Original Equipment pursuant to the terms of this Section at least 15 months prior to the end of the Term of the Original Equipment Schedule, Lessee may, effective on the date which is 12 months prior to the end of the Term of the Original Equipment Schedule (the "Technology Refresh Date") terminate the Original Equipment Schedule with respect to all, but not less than all, of the Original Equipment ("Technology Refresh").

(b) If Lessee elects a Technology Refresh, on or before the applicable Technology Refresh Date, Lessee shall (i) pay Lessor an amount equal to any and all Rent and other amounts then past due and owing under the Original Equipment Schedule and (ii) return all, but not less than all, of the Original Equipment to Lessor in accordance with Section 10 of the Agreement. If Lessee fails to pay Lessor all Rent payments and other amounts or return all such Original Equipment to Lessor in accordance with the preceding sentence, the Original Equipment Schedule shall not terminate with respect to any item of the Original Equipment and Lessee shall continue to pay Lessor the Rent payments and all other provisions of the Agreement and the Original Equipment Schedule shall continue to apply.

(c) If Lessee elects a Technology Refresh and has completely fulfilled the terms and conditions of the Agreement and this Amendment, then on the Technology Refresh Date the Original Equipment Schedule shall terminate and, except as provided in Section 28 of the Agreement, Lessee shall be relieved of all obligations under the Original Equipment Schedule."

Lessor and Lessee hereby make this Amendment an integral part of the Schedule.

By: S. Dallas Dance
(Lessee Authorized Signature)
(Type/Print Name)
(Title)

By: [Signature]
(Lessor Authorized Signature)
(Type/Print Name)
(Title)

Lease Commencement Date: October 1, 2014
Date: 10/21/2014

Page 1 of 1
Form 8038-G

Information Return for Tax-Exempt Governmental Obligations
- Under Internal Revenue Code section 149(e)
- See separate instructions.

Caution: If the issue price is under $100,000, use Form 8038-GC.

<table>
<thead>
<tr>
<th>Part I</th>
<th>Reporting Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Issuer's name</td>
</tr>
<tr>
<td>2</td>
<td>Issuer's employer identification number (EIN)</td>
</tr>
<tr>
<td>3</td>
<td>Telephone number or other person shown on 3a</td>
</tr>
<tr>
<td>4</td>
<td>Phone number (For IRS Use Only)</td>
</tr>
<tr>
<td>5</td>
<td>Date of issue</td>
</tr>
<tr>
<td>6</td>
<td>CUSIP number</td>
</tr>
<tr>
<td>7</td>
<td>Name of issue</td>
</tr>
<tr>
<td>8</td>
<td>Lease Agreement Number 4468077474600002</td>
</tr>
<tr>
<td>9</td>
<td>Name and title of officer or other employee of the issuer who the IRS may call for more information (see instructions)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part II</th>
<th>Type of issue (enter the issue price). See the instructions and attach schedule.</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Education</td>
</tr>
<tr>
<td>12</td>
<td>Health and hospital</td>
</tr>
<tr>
<td>13</td>
<td>Transportation</td>
</tr>
<tr>
<td>14</td>
<td>Public safety</td>
</tr>
<tr>
<td>15</td>
<td>Environment (including sewage bonds)</td>
</tr>
<tr>
<td>16</td>
<td>Housing</td>
</tr>
<tr>
<td>17</td>
<td>Utilities</td>
</tr>
<tr>
<td>18</td>
<td>Other. Describe</td>
</tr>
<tr>
<td>19</td>
<td>If obligations are TANs or RANs, check only box 19a</td>
</tr>
<tr>
<td>20</td>
<td>If obligations are BANs, check only box 19b</td>
</tr>
<tr>
<td>21</td>
<td>If obligations are in the form of a lease or installment sale, check box</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part III</th>
<th>Description of Obligations. Complete for the entire issue for which this form is being filed.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Final maturity date</td>
<td>(b) Issue price</td>
</tr>
<tr>
<td>(c) Stated redemption price at maturity</td>
<td>(d) Weighted average maturity</td>
</tr>
<tr>
<td>(e) Yield</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>$14,051,365.34</td>
</tr>
<tr>
<td>4</td>
<td>years</td>
</tr>
<tr>
<td>3.64</td>
<td>%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part IV</th>
<th>Uses of Proceeds of Bond Issue (including underwriters' discount)</th>
</tr>
</thead>
<tbody>
<tr>
<td>22</td>
<td>Proceeds used for accrued interest</td>
</tr>
<tr>
<td>23</td>
<td>Issue price of entire issue (enter amount from line 21, column (b))</td>
</tr>
<tr>
<td>24</td>
<td>Proceeds used for bond issuance costs (including underwriters' discount)</td>
</tr>
<tr>
<td>25</td>
<td>Proceeds used for credit enhancement</td>
</tr>
<tr>
<td>26</td>
<td>Proceeds allocated to reasonably required reserve or replacement fund</td>
</tr>
<tr>
<td>27</td>
<td>Proceeds used to currently refund prior issues</td>
</tr>
<tr>
<td>28</td>
<td>Proceeds used to advance refund prior issues</td>
</tr>
<tr>
<td>29</td>
<td>Total (add lines 24 through 28)</td>
</tr>
<tr>
<td>30</td>
<td>Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part V</th>
<th>Description of Refunded Bonds. Complete this part only for refunding bonds.</th>
</tr>
</thead>
<tbody>
<tr>
<td>31</td>
<td>Enter the remaining weighted average maturity of the bonds to be currently refunded</td>
</tr>
<tr>
<td>32</td>
<td>Enter the remaining weighted average maturity of the bonds to be advance refunded</td>
</tr>
<tr>
<td>33</td>
<td>Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)</td>
</tr>
<tr>
<td>34</td>
<td>Enter the date the refunded bonds were issued (MM/DD/YYYY)</td>
</tr>
</tbody>
</table>

For Paperwork Reduction Act Notice, see separate instructions.
### Part VI

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### Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

**Signature of Issuer's Authorized Representative**

**Date** 10/1/14

**Type or Print Name and Title** Superintendent

### Paid Preparer Use Only

<table>
<thead>
<tr>
<th>Field</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print/Type preparer's name</td>
<td></td>
</tr>
<tr>
<td>Preparer's signature</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td></td>
</tr>
<tr>
<td>Check</td>
<td>If self-employed</td>
</tr>
<tr>
<td>Firm's name</td>
<td></td>
</tr>
<tr>
<td>Firm's EIN</td>
<td></td>
</tr>
<tr>
<td>Firm's address</td>
<td></td>
</tr>
<tr>
<td>Phone no.</td>
<td></td>
</tr>
</tbody>
</table>
From the Desk of:  10-23-14

Patti Onheiser, Contracting Assistant
Office of Purchasing

Please return a fully executed copy to me at the following address:

Patti Onheiser, Contracting Assistant
Baltimore County Public Schools
Office of Purchasing
6901 Charles Street, Bldg E
Towson MD 21204

Thank you.

410-837-4334  Patti Onheiser
From: Michelle L. Webster
Date: 10-23-14
Company: Baltimore Co. Public Schools - Purchasing
Address: 6901 Charles St, Bldg E
City: Towson
State: MD
ZIP: 21204

To: Donna Danbury
Company: HP Financial Services
Address: 240 Connell Drive, Stte 5000
City: Berkeley Hills
State: NJ
ZIP: 07922

Express Package Service

Package no: 806462668951

0200

FedEx Copy

4
Express Package Service

HOLD for signature before delivery required

FedEx First Overnight
FedEx Priority Overnight
FedEx Standard Overnight

5
Packaging

6
Special Handling and Delivery Signature Options

Payment Method:

1

Recipient

3
Third Party

4
Credit Card

5
Cash/Check

Total Packages: 1
Total Weight: 544 lbs.
Total Declared Value: $0

FedEx Ground
0

FedEx Home Delivery
0

FedEx Express
0

FedEx Express Saver
0

5-6 Day Service
0

FedEx First Class
0

FedEx Express Post
0

FedEx Standard Overnight
0

FedEx Priority Overnight
0

FedEx First Overnight
0

FedEx First Overnight
0

fedex.com 1-800-GO-FEDEx 1-800-463-3333

Indirect Signature:

Yes

No

Yes

No

Yes

No

Yes

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Yes

No

Yes

No

Yes

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STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT
CONSOLIDATING SCHEDULE

Hewlett-Packard Financial Services Company ("Lessor") and Board of Education of Baltimore County ("Lessees") are parties to the State and Local Government Master Lease Purchase Agreement (the "Master Agreement") and the Advance Pricing Agreement (the "Advance Pricing Agreement") identified by the Master Agreement Number and the APA Number, respectively, specified above. Pursuant thereto, Lessor and Lessees have entered into one or more Leases (the "Existing Leases"), which are more particularly described in Section 1 below, during the Consolidation Period ending on January 31, 2016 (the "Consolidation Date"). Pursuant to Section 6 of the Advance Pricing Agreement, Lessor and Lessees are entering into this Consolidating Schedule, which shall be identified by the Schedule Number specified above (this "Schedule"), effective as of the day immediately following the Consolidation Date (the "Start Date"), for the purpose of consolidating all of the Existing Leases into a single, separate and distinct Lease of the Equipment described in Section 2 below. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this Schedule without definition have the meanings ascribed to them in the Master Agreement.

1. EXISTING LEASES. Each of the 4 Existing Leases being consolidated pursuant to this Schedule have been evidenced by the Master Agreement, the Advance Pricing Agreement and an Acceptance Certificate. The Acceptance Dates specified in the Acceptance Certificates relating to such Existing Leases are as follows:

<table>
<thead>
<tr>
<th>Leases Acceptance Certificate Number</th>
<th>Date</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>November 20, 2015</td>
<td>$19,042,588.79</td>
</tr>
<tr>
<td>02</td>
<td>December 3, 2015</td>
<td></td>
</tr>
<tr>
<td>03</td>
<td>December 18, 2015</td>
<td></td>
</tr>
<tr>
<td>04</td>
<td>January 28, 2016</td>
<td></td>
</tr>
</tbody>
</table>

2. LEASE.

A. Description of Items of Leased Equipment
   Refer to Exhibit A Attached

B. Initial Term: 49 Months (measured from the Start Date)

3. RENT: $4,601,798.27 annually with $527,512.86 due in Month 49 for Tech Refresh Option

   RENT is payable: **X** in advance **X** in arrears (check one)
   ____ monthly ____ quarterly (check one)
   ____ semi-annually (check one) **X** annually

Lessees shall pay Lessor (a) on the first day of each calendar month or calendar quarter (depending on whether Rent is payable monthly or quarterly as specified above) if Rent is payable in advance, or (b) on the last day of each calendar month or calendar quarter (depending on whether Rent is payable monthly or quarterly as specified above) if Rent is payable in arrears, the Rent payment specified above for the length of the Initial Term in the case of a Lease. The First Payment Date shall be the Start Date if Rent is payable in advance or the last day of the month or quarter (as applicable) in which the Start Date occurs if Rent is payable in arrears. In addition, on the first Rent payment date Lessee shall also pay Lessor an amount equal to $N/A (which is the aggregate amount payable by Lessee to Lessor with respect to the Existing Leases pursuant to the terms of the Advance Pricing Agreement with respect to the periods from and including the Acceptance Date in the case of each such Existing Lease up to but excluding the Start Date).

ANNUAL RATE OF INTEREST 3.63%

4. ADVANCE RENT: N/A

5. EQUIPMENT LOCATION: Refer to Exhibit A Attached

6. SELLER: Daily Computer
7. APPROPRIATIONS: Monies for all Rent and other payments due under the Lease for the Fiscal Period ending June 30, 2016 are available from Lessee’s appropriated funds for such Fiscal Period and that appropriations and/or other funds have been encountered or designated for the payment of all Rent and other payments that shall become due under the Lease in such Fiscal Period.

8. NON-ASSIGNABILITY BY LESSOR: Notwithstanding any other terms or conditions set forth in the Master Agreement to the contrary, Lessor hereby agrees that it shall not and will not sell, discount, factor, hypothecate or otherwise dispose of its interest in the Equipment or this Schedule or any Lease.

9. ADDITIONAL PROVISIONS: Subject to Tech Refresh Amendment to this lease schedule hereto and incorporated herein.

10. FISCAL PERIOD: FY 2016

LESSOR AGREES TO LEASE TO LESSEE AND LESSEE AGREES TO LEASE FROM LESSOR THE EQUIPMENT DESCRIBED IN SECTION 2.A ABOVE. SUCH LEASE WILL BE GOVERNED BY THE MASTER AGREEMENT AND THIS SCHEDULE, INCLUDING THE IMPORTANT ADDITIONAL TERMS AND CONDITIONS SET FORTH ABOVE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT, THE TERMS OF THIS SCHEDULE SHALL GOVERN.

UNTIL AND UNLESS LESSEE EXECUTES THIS SCHEDULE IN COMPLIANCE WITH THE TERMS HEREOF, LESSOR’S SIGNATURE HEREON SHALL OPERATE ONLY AS AN OFFER TO LESSEE TO MAKE AN OFFER TO LEASE PURSUANT TO THE TERMS HEREOF. UPON EXECUTION BY LESSEE, AND PROVIDED LESSEE IS IN COMPLIANCE WITH THE TERMS HEREOF, THIS SCHEDULE SHALL BE BOUNDING ON BOTH PARTIES HERETO.

LESSEE: BOARD OF EDUCATION OF BALTIMORE COUNTY
BY: Charles McDaniel, Jr., Chair
Name and Title

[Signature]
Date

BY: [Signature]
S. Dallas Dance, PhD., Supt.
Name and Title

March 1, 2016
Date

LEASE COMMENCEMENT DATE: February 1, 2016

LESSOR: HEWLETT-PACKARD FINANCIAL SERVICES COMPANY
BY: [Signature]
Barbara Marra, Customer Delivery Leader
Name and Title

March 1, 2016
Date
ATTACHMENT A

TO

SCHEDULE TO STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT

CONSOLIDATING SCHEDULE

The first payment of Rent will be due the Acceptance Date and all payments will be due annually thereafter.

<table>
<thead>
<tr>
<th>Rent Payment No.</th>
<th>Rent</th>
<th>Interest</th>
<th>Principal</th>
<th>Principal Balance</th>
<th>Concluding Payments</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>$4,901,798.27</td>
<td>$0.00</td>
<td>$4,901,798.27</td>
<td>$19,042,568.79</td>
<td>$19,423,420.17</td>
</tr>
<tr>
<td>1</td>
<td>$4,901,798.27</td>
<td>$521,252.92</td>
<td>$4,380,545.35</td>
<td>$14,140,770.52</td>
<td>$14,423,585.93</td>
</tr>
<tr>
<td>2</td>
<td>$4,901,798.27</td>
<td>$359,778.55</td>
<td>$4,542,019.72</td>
<td>$9,760,225.17</td>
<td>$9,955,429.67</td>
</tr>
<tr>
<td>3</td>
<td>$4,901,798.27</td>
<td>$192,351.94</td>
<td>$4,709,446.33</td>
<td>$5,218,205.45</td>
<td>$5,322,569.56</td>
</tr>
<tr>
<td>4</td>
<td>$527,512.86</td>
<td>$18,753.74</td>
<td>$508,759.12</td>
<td>$508,759.12</td>
<td>$518,934.30</td>
</tr>
<tr>
<td>Totals</td>
<td>$20,134,705.94</td>
<td>$1,092,137.15</td>
<td>$19,042,568.79</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Please note that the Concluding Payment includes a 2% prepayment premium which is payable only in the event you prepay this lease early.

Lessee Please Initial and date: [Signature]

Page 3 of 3
Amendment to State and Local Government Master Lease Purchase Agreement Schedule

<table>
<thead>
<tr>
<th>Lessor:</th>
<th>Lessor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board of Education of Baltimore County</td>
<td>Hewlett-Packard Financial Services Company</td>
</tr>
</tbody>
</table>

Address
6901 N. Charles Street
City/State/Zip
Baltimore, MD 21204
Attention:

Address
200 Connell Drive, Suite 500
City/State/Zip
Berkeley Heights, NJ 07922
Attn: Donna L. Donovan

Lessor and Lessee hereby amend, as specified below, the State and Local Government Master Lease Purchase Agreement Schedule (the “Schedule”) identified by a Schedule Number specified above that incorporates the State and Local Government Master Lease Purchase Agreement (the “Agreement”) referenced by the Lease Number specified above. Capitalized terms used in this Amendment that are not otherwise defined herein shall have the meanings ascribed to them in the Schedule.

1. Add the following new Section to the Schedule:

“9. TECHNOLOGY REFRESH WITH NEW FINANCING OPTION. (a) If (i) Lessor and Lessee have entered into an additional lease ("New Equipment Schedule") for new equipment ("New Equipment") that Lessor determines is comparable in terms of type and quality to the original Equipment ("Original Equipment") subject to this Schedule ("Original Equipment Schedule"), (ii) the Term of the New Equipment Schedule is equal in length to the full Term of the Original Equipment Schedule, (iii) no Event of Default exists and no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, and (iv) Lessee delivers to Lessor an irrevocable written election notice of its intent to return the Original Equipment pursuant to the terms of this Section at least 15 months prior to the end of the Term of the Original Equipment Schedule, Lessee may, effective on the date which is 12 months prior to the end of the Term of the Original Equipment Schedule (the “Technology Refresh Date”) terminate the Original Equipment Schedule with respect to all, but not less than all, of the Original Equipment ("Technology Refresh").

(b) If Lessee elects a Technology Refresh, on or before the applicable Technology Refresh Date, Lessee shall (i) pay Lessor an amount equal to any and all Rent and other amounts then past due and owing under the Original Equipment Schedule and (ii) return all, but not less than all, of the Original Equipment to Lessor in accordance with Section 10 of the Agreement. If Lessee fails to pay Lessor all Rent payments and other amounts or return all such Original Equipment to Lessor in accordance with the preceding sentence, the Original Equipment Schedule shall not terminate with respect to any item of the Original Equipment and Lessee shall continue to pay Lessor the Rent payments and all other provisions of the Agreement and the Original Equipment Schedule shall continue to apply.

(c) If Lessee elects a Technology Refresh and has completely fulfilled the terms and conditions of this Amendment, then on the Technology Refresh Date the Original Equipment Schedule shall terminate and, except as provided in Section 28 of the Agreement, Lessee shall be relieved of all obligations under the Original Equipment Schedule.”

Lessor and Lessee hereby make this Amendment an integral part of the Schedule.

BOARD OF EDUCATION OF BALTIMORE COUNTY

BY: Charles McDaniels, Jr., Chair
(Print Name and Title)

((Date)

BY: S. Dallas Dance, Ph.D., Supt.
(Print Name and Title)

(2/10/16)

HEWLETT-PACKARD FINANCIAL SERVICES COMPANY

BY: Barbara Marra, Customer Delivery Leader
(Print Name and Title)

March 1, 2016
(Date)

Lease Commencement Date: February 1, 2016
Form 8038-G
Information Return for Tax-Exempt Governmental Obligations
Under Internal Revenue Code section 149(e)
See separate instructions.
Caution: If the issue price is under $100,000, use Form 8038-GC.

Part I Reporting Authority
1 Issuer's name
Board of Education of Baltimore County
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)
6001 N. Charles Street
Baltimore, MD 21204
8 Name of issue
Lease Purchase 44680747400006
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.
11 Education
12 Health and hospital
13 Transportation
14 Public safety
15 Environment (including sewage bonds)
16 Housing
17 Utilities
18 Other, Describe
19 If obligations are TANs or RANs, check only box 19a
20 If obligations are BANs, check only box 19b
20 If obligations are in the form of a lease or installment sale, check box

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.
(a) Final maturity date
(b) Issue price
(c) Stated redemption price at maturity
(d) Weighted average maturity
(e) Yield
21 $19,042,566.79 $4 years 3.63 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)
22 Proceeds used for accrued interest
23 Issue price of entire issue (enter amount from line 21, column (b))
24 Proceeds used for bond issuance costs (including underwriters' discount)
25 Proceeds used for credit enhancement
26 Proceeds allocated to reasonably required reserve or replacement fund
27 Proceeds used to currently refund prior issues
28 Proceeds used to advance refund prior issues
29 Total (add lines 24 through 26)
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.
31 Enter the remaining weighted average maturity of the bonds to be currently refunded
32 Enter the remaining weighted average maturity of the bonds to be advance refunded
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)

For Paperwork Reduction Act Notice, see separate instructions.
Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(6)

36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)

b Enter the final maturity date of the GIC

c Enter the name of the GIC provider

37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box □ and enter the following information:

b Enter the date of the master pool obligation

c Enter the EIN of the issuer of the master pool obligation

d Enter the name of the issuer of the master pool obligation

39 If the issuer has designated the issue under section 265(b)(3)(B)(III) (small issuer exception), check box □

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box □

41a If the issuer has identified a hedge, check here □ and enter the following information:

b Name of hedge provider

c Type of hedge

d Term of hedge

42 If the issuer has superintegrated the hedge, check box □

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box □

44 If the issuer has established written procedures to monitor the requirements of section 148, check box □

45a If some portion of the proceeds was used to reimburse expenditures, check here □ and enter the amount of reimbursement

b Enter the date the official intent was adopted

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS’s disclosure of the issuer’s return information, as necessary to process this return, to the person that I have authorized above.

[Signature]

Date

Type or print name and title

S. Dallas Dance, Ph.D., Supt.

Paid Preparer Use Only

Print/Type preparer’s name

Preparer’s signature

Date

Check □ if self-employed

PTIN

Firm’s name

Firm’s EIN

Firm’s address

Phone no.
STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT
ADVANCE PRICING AGREEMENT

Hewlett-Packard Financial Services Company ("Lessor") and Board of Education of Baltimore County ("Lessee"), are parties to the State and Local Government Master Lease Purchase Agreement identified by the Master Agreement Number specified above (the "Master Agreement"). This Advance Pricing Agreement (which shall be identified by the APA Number specified above) is being entered into by Lessor and Lessee as an option granted Lessee with respect to the Master Lease and supersedes any Advance Pricing Agreement previously entered into by Lessor and Lessee pursuant thereto with respect to Leases commenced during the Commitment Period specified in Section 4 below. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Advance Pricing Agreement. All capitalized terms used in this Advance Pricing Agreement without definition have the meanings ascribed to them in the Master Agreement.

1. Purpose. This Advance Pricing Agreement constitutes a commitment on the part of Lessee, during the Commitment Period (hereinafter defined) to purchase Equipment of the type(s) described herein and to enter into one or more Lease(s) with Lessor at the lease rates set forth herein, provided, however, that Lessee shall under no circumstances be obligated to purchase Equipment if (a) such purchase would require Lessee to expend more in excess of the Amount Available (hereinafter defined) less the aggregate amount previously paid or committed to be paid by Lessee to acquire Equipment during such Commitment Period, or (b) any Lease Default or Non-assignment shall have occurred and be continuing under any Lease or any event shall have occurred and be continuing which, with the giving of notice or the passage of time or both, would constitute a Lease Default or Non-assignment under any Lease, or (c) Lessee shall have failed to deliver to Lessor any financial statements in accordance with the provisions of this Advance Pricing Agreement or any material adverse change shall have occurred in Lessee’s financial or operating condition, as determined by Lessor in its sole discretion, after the date of the last financial statements of Leases delivered to Lessor prior to the execution and delivery of such Advance Pricing Agreement.

2. Commitment. Lessee shall, at Lessee’s request made during the Commitment Period purchase Equipment of the type(s) described herein and enter into a Lease of such Equipment with Lessor. Until such time as Lessor shall have executed and delivered to Lessee a Lehase’s Consolidating Schedule (hereinafter defined) in accordance with this Advance Pricing Agreement, each such Lease shall be governed by the terms of the Master Agreement, this Advance Pricing Agreement and the Acceptance Certificate executed and delivered to Lessor by Lessee pursuant to this Advance Pricing Agreement. Each such Acceptance Certificate shall specifically identify (by serial number or other identifying characteristics) the items of Equipment to be leased thereunder (other than items of System Software, which shall be deemed to be items of Software leased together with the related items of Hardware). Until Lessee shall have executed and delivered to Lessee a Consolidating Schedule, each such Acceptance Certificate, when executed and delivered by Lessee and accepted by Lessor, together with the Master Agreement, and this Advance Pricing Agreement, shall constitute a separate and distinct Lease enforceable according to its terms. In the event of any conflict among the terms of such documents, the provisions of such Acceptance Certificates shall control over conflicting provisions in this Advance Pricing Agreement or the Master Agreement and the provisions of this Advance Pricing Agreement shall control over conflicting provisions in the Master Agreement.

3. Acceptance. For purposes of any Lease entered into pursuant to this Advance Pricing Agreement, Exhibit A hereeto shall replace all references to Exhibit B in the Master Agreement.

4. Commitment Period. Lessee may enter into Leases with Lessee pursuant to the Master Agreement and this Advance Pricing Agreement during the period beginning on November 1, 2015 and ending on December 31, 2018 (the “Commitment Period”).

5. Amount Available. The aggregate Total Cost of Equipment to be subject to such Leases shall not exceed $18,000,000.00 ("Amount Available") without Lessee’s consent, which consent shall be evidenced either by a writing executed by Lessee or by Lessee’s lending during the Commitment Period of Leases, in an aggregate amount exceeding such Amount Available.

6. Consolidation. All Leases commenced during each (calendar month/quarter/year) period (hereinafter defined) the Commitment Period shall be consolidated into a single Schedule (the “Consolidating Schedule”) in the form of Exhibit 2 hereto with such changes as Lessee and Lessor shall agree to as conclusively evidenced by their execution thereof. Lessor shall prepare and deliver to Lessee a Consolidating Schedule as of the close of each applicable Consolidation Period. Lessee agrees to execute and deliver each Consolidating Schedule to Lessor within 10 days after its receipt thereof from Lessor. From and after Lessee’s execution and delivery of a Consolidating Schedule, the Consolidating Schedule shall supersede the applicable Acceptance Certificate and the Advance Pricing Agreement with respect to all Leases commenced during the Consolidation Period to which such Consolidating Schedule relates, and all such Leases shall be deemed to be a single, separate and distinct Lease governed by such Consolidating Schedule and the Master Agreement and enforceable in accordance with its terms. In the event of any conflict between the terms of the Master Agreement and such Consolidating Schedule, the provisions of the Consolidating Schedule shall govern. If Lessee fails to execute and deliver to Lessor a Consolidating Schedule within 10 days after its receipt thereof, Lessor may exercise its rights and remedies under Section 21 and 22 of the Master Agreement as a result of such failure, either immediately or at any time during the Initial Term of the Leases to which such Consolidating Schedule relates. No delay in exercising such rights or remedies shall operate as a waiver thereof. Lessor acknowledges and agrees that Rent with respect to such Leases shall be payable in the amounts and at the times determined pursuant to the applicable Advance Pricing Agreement and Acceptance Certificate, regardless of whether Lessee shall have received such Consolidating Schedule from Lessor or executed and delivered the same to Lessee or at any time after such payment due. Lessee shall, at all times during which this Advance Pricing Agreement is effective, deliver to Lessor its current and annual financial statements no later than 75 days after the end of each of Lessee’s fiscal quarters or 120 days after the end of each of Lessee’s fiscal years, as applicable. Such annual financial statements shall be audited and certified by Lessee’s independent certified public accountants.

7. Lease. Set forth below is a description of the type(s) of Equipment that may be leased pursuant to this Advance Pricing Agreement, the times at which Rent is payable and the length of the initial Term of each Lease that is commenced pursuant hereto, and the Lease rate factor to be multiplied by the Total Cost of the Equipment subject to each such Lease to determine the periodic Rent payable with respect thereto.
A. Equipment Type I:

(i) Description of Equipment: HP Desktops and Monitors
(ii) Rent is payable: $X, in advance in arrears (check one) 
monthly, quarterly, annually (check one) 
semi-annually, annually (check one) 

(iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolation Period in which the Acceptance Date occurs) 
(iv) Lease rate factor: $5387 followed by $1,044 option in Month 49.

B. Equipment Type II:

(i) Description of Equipment: ISS Servers
(ii) Rent is payable: $X, in advance in arrears (check one) 
monthly, quarterly, annually (check one) 
semi-annually, annually (check one) 

(iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolation Period in which the Acceptance Date occurs) 
(iv) Lease rate factor: $5387 followed by $1,044 option in Month 49.

C. Equipment Type III:

(i) Description of Equipment: HP Laptops
(ii) Rent is payable: $X, in advance in arrears (check one) 
monthly, quarterly, annually (check one) 
semi-annually, annually (check one) 

(iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolation Period in which the Acceptance Date occurs) 
(iv) Lease rate factor: $5387 followed by $1,044 option in Month 49.

D. Equipment Type IV:

(i) Description of Equipment: Associated Soft Costs (e.g., shipping, installation, etc.)
(ii) Rent is payable: $X, in advance in arrears (check one) 
monthly, quarterly, annually (check one) 
semi-annually, annually (check one) 

(iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolation Period in which the Acceptance Date occurs) 
(iv) Lease rate factor: $5387 followed by $1,044 option in Month 49.

With respect to each lease that is commenced pursuant to this Advance Pricing Agreement, Lessor shall pay Lessor (a) on the first day of each calendar month or calendar quarter (depending on whether Rent is payable monthly or quarterly) if Rent is payable in advance, or (b) on the last day of each calendar month or quarter (depending on whether Rent is payable monthly or quarterly) if Rent is payable in arrears. The Payment Date shall be the first day of the month in which Rent is payable in arrears. If the first Payment Date of each month or quarter is immediately following the end of the Consolation Period in which the Acceptance Date occurs. In addition, the first Payment Date shall be within the first month of each lease period and including the Acceptance Date up to but excluding the first day of the month of quarter (as applicable) in which the first Payment Date occurs.

8. Additional Provisions: NONE


IN WITNESS WHEREOF, LESSOR AND LESSEE HAVE EXECUTED THIS ADVANCE PRICING AGREEMENT ON THE DATES SPECIFIED BELOW:

LESSEE:
BOARD OF EDUCATION OF BALTIMORE COUNTY
BY: David Wheeler, Chair

BY: S. Dallas Dance, Ph.D., Supt.

LESSOR:
HEWLETT-PACKARD FINANCIAL SERVICES COMPANY
BY: J. Prentice, Director, C.O.

Date: 11/11/15
STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT
ADVANCE PRICING AGREEMENT

Hewlett-Packard Financial Services Company ("Lessor") and Board of Education of Baltimore County ("Lessee"), are parties to the State and Local Government Master Lease Purchase Agreement identified by the Master Agreement Number specified above (the "Master Agreement"). This Advance Pricing Agreement (which shall be identified by the APA Number specified above) is being entered into by Lessor and Lessee as an option granted to Lessee with respect to the Master Lease and supersedes any existing Advance Pricing Agreement previously entered into by Lessor and Lessee pursuant thereto with respect to Lessee commencing during the Commitment Period specified in Section 4 below. The terms and conditions of this Master Agreement are hereby incorporated by reference into this Advance Pricing Agreement. All capitalized terms used in this Advance Pricing Agreement without definition have the meanings ascribed to them in the Master Agreement.

1. Purpose. This Advance Pricing Agreement constitutes a commitment on the part of Lessor, during the Commitment Period (herein referred to as a "Lease") to purchase Equipment of the type(s) described herein and to enter into one or more Leases with Lessee at the lease rates set forth herein; provided, however, that Lessor shall not be obligated to purchase Equipment if (a) such purchase would require Lessor to expend any of the Amount Available (hereinafter defined) less the aggregate amount previously paid or committed to be paid by Lessor to acquire Equipment during such Commitment Period, or (b) any Lessee Direct or Non-Appropriation shall have occurred and be continuing at any time during the Lease or (c) Lessee shall default in any of the covenants, conditions or agreements set forth in this Advance Pricing Agreement.

2. Commitment. Lessor shall, at Lessee's request made during the Commitment Period purchase Equipment of the type(s) described herein and enter into a Lease with Lessee. Prior to the execution and delivery of the Lease, Lessor shall provide to Lessee a consolidation of the Equipment, each such Lease shall be evidenced by the terms of the Master Agreement, this Advance Pricing Agreement and the Acceptance Certificate executed and delivered to Lessor by Lessee pursuant to this Advance Pricing Agreement. Each such Acceptance Certificate shall specifically identify (by serial number or other identifying characteristics) all Equipment to be leased thereunder (other than items of System Software, which shall be deemed to be items of Software leased together with the related items of Hardware). Until Lessee shall have executed and delivered to Lessor a consolidation of the Equipment, each such Acceptance Certificate, when executed and delivered by Lessee and accepted by Lessor, together with the Master Agreement and this Advance Pricing Agreement, shall constitute a separate and distinct Lease enforceable according to its terms. In the event of any conflict among the terms of such documents, the provisions of such Acceptance Certificate shall control over conflicting provisions in this Advance Pricing Agreement or the Master Agreement and the provisions of this Advance Pricing Agreement shall control over conflicting provisions in the Master Agreement.

3. Acceptance. For purposes of any Lease entered into pursuant to this Advance Pricing Agreement, Exhibit 1 hereto shall replace all references to Exhibit B in the Master Agreement.

4. Commitment Period. Lessee may enter into Leases with Lessor pursuant to the Master Agreement and this Advance Pricing Agreement during the period beginning on November 1, 2016 and ending on January 31, 2017 (the "Commitment Period").

5. Amount Available. The aggregate Total Cost of Equipment to be subject to such Leases shall not exceed $39,086,000.00 ("Amount Available") without Lessee's written consent, which consent shall be evidenced either by a writing executed by Lessee or by Lessee's funding during the Commitment Period of Leases, in an aggregate amount exceeding such Amount Available.

6. Consolidation. All Leases commenced during each calendar month/quarter of the Commitment Period (the "Commitment Period") shall be consolidated into a single Schedule (a "Consolidation Schedule") in the form of Exhibit 2 hereto with such changes as Lessor and Lessee shall have agreed to as conclusively evidenced by their execution thereof. Lessor shall prepare and deliver to Lessor a Consolidation Schedule as of the close of each applicable calendar period. Lessor agrees to execute and deliver such Consolidation Schedule to Lessor within 10 days after its receipt thereof from Lessor. From and after Lessor's execution and delivery to Lessor of a Consolidation Schedule, the Consolidation Schedule shall supersede the applicable Acceptance Certificates and the Advance Pricing Agreement with respect to all Leases commenced during the Commitment Period to which such Consolidation Schedule relates, and all such Leases shall be deemed to be a single, separate and distinct Lease governed by such Consolidation Schedule and the Master Agreement and enforceable in accordance with its terms. In the event of any conflict between the terms of the Master Agreement and such Consolidation Schedule, the provisions of the Consolidation Schedule shall govern. If Lessor fails to execute and deliver to Lessee any Consolidation Schedule within 10 days after its receipt thereof, Lessor may exercise its rights and remedies under Section 21 and 22 of the Master Agreement arising as a result of such default, either immediately or at any time during the initial Term of the Lease to which such Consolidation Schedule relates. Lessee acknowledges and agrees that rent with respect to such Leases shall be payable in the amounts and at the times determined pursuant to the applicable Advance Pricing Agreement and Acceptance Certificates. The aggregate total of such payments shall be audited and certified by Lessor's independent certified public accountants.

7. Leases. Set forth below is a description of the type(s) of Equipment that may be leased pursuant to this Advance Pricing Agreement, the terms of which shall be determined pursuant hereto, and the Lease rate factor to be multiplied by the Total Cost of the Equipment subject to each such Lease to determine the periodic Rent payable with respect thereto:
A. **Equipment Type 1:**
   (i) Description of Equipment: 100 Laptops
   (ii) Rent is payable: ___ in advance ___ in arrears (check one)
       ___ monthly ___ quarterly (check one)
       ___ semi-annually ___ annually
   (iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolidation Period in which the Acceptance Date occurs).
   (iv) Lease rate factor: 0.25487 followed by 0.05 option in Month 48.

B. **Equipment Type II:**
   (i) Description of Equipment: Associated Soft Costs (i.e., shipping, installation, etc.)
   (ii) Rent is payable: ___ in advance ___ in arrears (check one)
       ___ monthly ___ quarterly (check one)
       ___ semi-annual ___ annually
   (iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolidation Period in which the Acceptance Date occurs).
   (iv) Lease rate factor: 0.25214

With respect to each Lease that is commenced pursuant to this Advance Pricing Agreement, Lessee shall pay Lessor (a) on the first day of each calendar month or calendar quarter (depending on whether Rent is payable monthly or quarterly) if Rent is payable in advance, or (b) on the last day of each calendar month or quarter (depending on whether Rent is payable monthly or quarterly) if Rent is payable in arrears, the Rent payment calculated as set forth above in this Section 7 for the length of the Initial Term of such Lease. The First Payment Date shall be the first day (if Rent is payable in advance) or the last day (if Rent is payable in arrears) of the month or quarter (as applicable) immediately following the end of the Consolidation Period in which the Acceptance Date occurs. In addition, on the First Payment Date Lessee shall also pay Lessor with respect to each such Lease an amount equal to the Daily Rent multiplied by the number of days from and including the Acceptance Date up to but excluding the first day of the month or quarter (as applicable) in which the first Rent payment date occurs.

8. **Additional Provisions:** NONE.

9. **Fiscal Period:** July 1, 2016 through June 30, 2017.

IN WITNESS WHEREOF, LESSOR AND LESSEE HAVE EXECUTED THIS ADVANCE PRICING AGREEMENT ON THE DATES SPECIFIED BELOW. UNTIL AND UNLESS LESSEE EXECUTES THIS ADVANCE PRICING AGREEMENT IN COMPLIANCE WITH THE TERMS HEREOF, LESSOR’S SIGNATURE HEREOF SHALL OPERATE ONLY AS AN OFFER TO LESSEE TO MAKE AN OFFER TO LEASE PURSUANT TO THE TERMS HEREOF. UPON EXECUTION BY LESSEE, AND PROVIDED LESSEE IS IN COMPLIANCE WITH THE TERMS HEREOF, THIS ADVANCE PRICING AGREEMENT SHALL BE BINDING ON BOTH PARTIES HERETO.

**LESSEE:**
BOARD OF EDUCATION OF BALTIMORE COUNTY

**LEASOR:**
HEWLETT-PACKARD FINANCIAL SERVICES COMPANY

**By:**
Charles McDaniel, Jr., Chair

**By:**
S. Dallas Dance, Ph.D., Superintendent

October 11, 2016

Barbara Martin, Customer Delivery Leader

(Name and Title)

(Date)
STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT

ADVANCE PRICING AGREEMENT

Hewlett-Packard Financial Services Company ("Lessor") and Board of Education of Baltimore County ("Lessee"), are parties to the State and Local Government Master Lease Purchase Agreement identified by the Master Agreement Number specified above (the "Master Agreement"). This Advance Pricing Agreement (which shall be identified by the APA Number specified above) is being entered into by Lessor and Lessee as an option granted to Lessee with respect to the Master Lease and supersedes any Advance Pricing Agreement previously entered into by Lessor and Lessee pursuant thereto with respect to any leases commencing during the Commitment Period specified in Section 4 below. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Advance Pricing Agreement. All capitalized terms used in this Advance Pricing Agreement without definition have the meanings ascribed to them in the Master Agreement.

1. Purpose. This Advance Pricing Agreement constitutes a commitment on the part of Lessor, during the Commitment Period (hereinafter defined) to purchase Equipment of the types(s) described herein and to enter into one or more Leases with Lessee at the lease rates set forth herein, provided, however, that Lessor shall under no circumstances be obligated to purchase Equipment if (x) such purchase would require Lessee to expend moneys in excess of the Equipment Available (hereinafter defined) less the aggregate amount previously paid for Equipment to be paid by Lessee to acquire Equipment during such Commitment Period, or (y) any Lessee Default or Non-appropriation shall have occurred and be continuing under any Lease or any event shall have occurred and be continuing which, with the giving of notice of the passage of time or both, would constitute a Lessee Default or Non-appropriation under any Lease, or (z) Lessee shall have failed to deliver to Lessee any financial statements in accordance with the provisions of this Advance Pricing Agreement or any material adverse change shall have occurred in Lessee's financial or operating condition, as determined by Lessor in its sole discretion, alter the date of the last financial statements of Lessee delivered to Lessor prior to the execution and delivery of such Advance Pricing Agreement.

2. Commitment. Lessor, if Lessor's request made during the Commitment Period purchase Equipment of the types(s) described herein and enter into a Lease of such Equipment with Lessee. Until such time as Lessor shall have executed and delivered to Lessor a Consolidating Schedule (hereinafter defined) in accordance with this Advance Pricing Agreement, each such Lease shall be governed by the terms of the Master Agreement, this Advance Pricing Agreement and the Acceptance Certificate executed and delivered to Lessor by Lessor pursuant to this Advance Pricing Agreement. Each such Acceptance Certificate shall specifically identify (by serial number or other identifying characteristics) the Equipment to be leased thereunder (other than items of System Software, which shall be deemed to be items of Software leased together with the related items of Hardware). Until Lessor shall have executed and delivered to Lessor a Consolidating Schedule, each such Acceptance Certificate, when executed and delivered by Lessee and accepted by Lessor, together with the Master Agreement and this Advance Pricing Agreement, shall constitute a separate and distinct Lease enforceable according to its terms. In the event of any conflict among the terms of such documents, the provisions of this Acceptance Certificate shall control over conflicting provisions in this Advance Pricing Agreement or the Master Agreement and the provisions of this Master Agreement shall control over conflicting provisions in the Master Agreement.

3. Acceptance. For purposes of any Lease entered into pursuant to this Advance Pricing Agreement, Exhibit 1 hereto shall replace all references to Exhibit B in the Master Agreement.

4. Commitment Period. Lessee may enter into Leases with Lessor pursuant to the Master Agreement and this Advance Pricing Agreement during the period beginning on August 1, 2015 and ending on October 31, 2015 (the "Commitment Period").

5. Amount Available. The aggregate Total Cost of Equipment to be subject to such Leases shall not exceed $29,000,000.00 ("Amount Available") without Lessor's consent, which consent shall be evidenced either by a writing executed by Lessor or by Lessor's funding during the Commitment Period of Leases, in an aggregate amount exceeding such Amount Available.

6. Consolidation. All Leases commenced during the Commitment Period (or portion thereof during the Commitment Period) (the "Consolidation Period") shall be consolidated into a single Schedule (a "Consolidating Schedule") in the form of Exhibit 2 hereto with such changes as Lessor and Lessee shall have agreed to as conclusively evidenced by their execution thereof. Lessor shall prepare and deliver to Lessee a Consolidating Schedule as of the close of each applicable Consolidation Period. Lessee agrees to execute and deliver each Consolidating Schedule to Lessor within 10 days after its receipt thereof from Lessor. From and after Lessee's execution and delivery to Lessor of a Consolidating Schedule, the Consolidating Schedule shall supersede the applicable Acceptance Certificate and the Advance Pricing Agreement with respect to all Leases commenced during the Consolidation Period to which such Consolidating Schedule relates, and all such Leases shall be deemed to be a single, separate and distinct Lease governed by such Consolidating Schedule and the Master Agreement and enforceable in accordance with its terms. In the event of any conflict between the terms of the Master Agreement and such Consolidating Schedule, the provisions of the Consolidating Schedule shall govern. If Lessee fails to execute and deliver to Lessor any Consolidating Schedule within 10 days after its receipt thereof, Lessee may exercise its rights and remedies under Section 21 and 22 of the Master Agreement arising as a result of such failure, either immediately or at any time during the Initial Term or the Leases to which such Consolidating Schedule relates. No delay in exercising such rights or remedies shall operate as a waiver thereof. Lessee acknowledges and agrees that Rent with respect to such Leases shall be payable in the amounts and at the times determined pursuant to the applicable Advance Pricing Agreement and Acceptance Certificates, regardless of whether Lessor has received such Consolidating Schedule from Lessee or executed and delivered the same to Lessee at the time any such payment is due. Lessor shall, at all times during which this Advance Pricing Agreement is effective, deliver to Lessee its quarterly and annual financial statements no later than 75 days after the end of each of Lessee's fiscal quarters or 120 days after the end of each of Lessee's fiscal years, as applicable. Such annual financial statements shall be audited and certified by Lessee's independent certified public accountants.

7. Lessee. Set forth below is a description of the type(s) of Equipment that may be leased pursuant to this Advance Pricing Agreement, the terms at which Rent is payable and the length of the Initial Term of each Lease that is commenced pursuant hereto, and the Lease rate factor to be multiplied by the Total Cost of the Equipment subject to each such Lease to determine the periodic Rent payable with respect thereto.
A. Equipment Type I:
   (i) Description of Equipment: HP Desktops and Monitors
   (ii) Rent is payable: ___ X ___ in advance ___ in arrears (check one)
       monthly ___ quarterly (check one)
       semi-annually ___ annually (check one)
   (iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolidation Period in which the Acceptance Date occurs)
   (iv) Lease rate factor: 0.25587 followed by 0.04 option in Month 49.

B. Equipment Type II:
   (i) Description of Equipment: ISS Servers
   (ii) Rent is payable: ___ X ___ in advance ___ in arrears (check one)
       monthly ___ quarterly (check one)
       semi-annually ___ annually (check one)
   (iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolidation Period in which the Acceptance Date occurs)
   (iv) Lease rate factor: 0.25487 followed by 0.04 option in Month 49.

C. Equipment Type III:
   (i) Description of Equipment: HP Laptops
   (ii) Rent is payable: ___ X ___ in advance ___ in arrears (check one)
       monthly ___ quarterly (check one)
       semi-annually ___ annually (check one)
   (iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolidation Period in which the Acceptance Date occurs)
   (iv) Lease rate factor: 0.25487 followed by 0.04 option in Month 49

D. Equipment Type IV:
   (i) Description of Equipment: Associated Soft Costs (i.e., shipping, installation, etc.)
   (ii) Rent is payable: ___ X ___ in advance ___ in arrears (check one)
       monthly ___ quarterly (check one)
       semi-annually ___ annually (check one)
   (iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolidation Period in which the Acceptance Date occurs)
   (iv) Lease rate factor: 0.26314

With respect to each Lease that is commenced pursuant to this Advance Pricing Agreement, Lessee shall pay Lessor (a) on the first day of each calendar month or calendar quarter (depending on whether Rent is payable monthly or quarterly) if Rent is payable in advance, or (b) on the last day of each calendar month or quarter if Rent is payable in arrears, the Rent payment calculated as set forth above in this Section 7 for the length of the Initial Term of such Lease. The First Payment Date shall be the first day of the Initial Term (if Rent is payable in advance) or the last day of the Initial Term (if Rent is payable in arrears) of the month or quarter (as applicable) immediately following the end of the Consolidation Period in which the Acceptance Date occurs. In addition, on the First Payment Date Lessee shall also pay Lessor with respect to each such Lease an amount equal to the Daily Rent multiplied by the number of days from and including the Acceptance Date up to but excluding the first day of the month or quarter (as applicable) in which the first Rent payment date occurs.


In witness whereof, Lessor and Lessee have executed this Advance Pricing Agreement on the dates specified below:

LESSEE:
BOARD OF EDUCATION OF BALTIMORE COUNTY

BY: ____________________________________________
   President, President

LEASOR:
HEWLETT-PACKARD FINANCIAL SERVICES COMPANY

BY: ____________________________________________
   Date

Page 2 of 2
STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT
ADVANCE PRICING AGREEMENT

Hewlett-Packard Financial Services Company ("Lessor") and Board of Education of Baltimore County ("Lessee"), are parties to the State and Local Government Master Lease Purchase Agreement identified by the Master Agreement Number specified above (the "Master Agreement"). This Advance Pricing Agreement (which shall be identified by the APA Number specified above) is being entered into by Lessor and Lessee as an option granted Lessee with respect to the Master Lease and supersedes any Advance Pricing Agreement previously entered into by Lessor and Lessee pursuant thereto with respect to Lessee commencing during the Commitment Period specified in Section 4 below. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Advance Pricing Agreement. All capitalized terms used in this Advance Pricing Agreement without definition have the meanings ascribed to them in the Master Agreement.

1. Purpose. This Advance Pricing Agreement constitutes a commitment on the part of Lessor, during the Commitment Period (hereinafter identified) to purchase Equipment of the type(s) described herein and to enter into one or more Leases with Lessee at the lease rates set forth herein, provided, however, that Lessor shall not under any circumstances be obligated to purchase Equipment if: (a) such purchase would require Lessor to expend moneys in excess of the Amount Available (hereinafter defined) less the aggregate amount previously paid or committed to be paid by Lessor to acquire Equipment during such Commitment Period, or (b) any Leases Default or Non-Appropriation shall have occurred and be continuing under any Lease or any event shall have occurred and be continuing which, with the giving of notice or the passage of time or both, would constitute a Leases Default or Non-Appropriation under any Lease, or (c) Lessee shall have failed to deliver to Lessor any financial statements in accordance with the provisions of this Advance Pricing Agreement or any material adverse change shall have occurred in Lessee’s financial or operating condition, as determined by Lessor in its sole discretion, after the date of the last financial statements of Lessee delivered to Lessor prior to the execution and delivery of such Advance Pricing Agreement.

2. Commitment. Lessor shall, at Lessee’s request made during the Commitment Period purchase Equipment of the type(s) described herein and enter into a Lease of such Equipment with Lessee. Until such time as Lessee shall have executed and delivered to Lessor a Consolidating Schedule (hereinafter defined) in accordance with this Advance Pricing Agreement, each such Lease shall be governed by the terms of the Master Agreement, this Advance Pricing Agreement and the Acceptance Certificate executed and delivered to Lessor by Lessee pursuant to this Advance Pricing Agreement. Each such Acceptance Certificate shall specifically identify (by serial number or other identifying characteristics) the Equipment to be leased thereunder (other than items of System Software, which shall be deemed to be items of Software leased together with the related items of Hardware). Until Lessee shall have executed and delivered to Lessor a Consolidating Schedule, each such Acceptance Certificate, when executed and delivered by Lessee and accepted by Lessor, together with the Master Agreement and this Advance Pricing Agreement, shall constitute a separate and distinct Lease enforceable according to its terms. In the event of any conflict among the terms of such documents, the provisions of such Acceptance Certificate shall control over conflicting provisions in this Advance Pricing Agreement or the Master Agreement and the provisions of this Advance Pricing Agreement shall control over conflicting provisions in the Master Agreement.

3. Acceptance. For purposes of any Lease entered into pursuant to this Advance Pricing Agreement, Exhibit 1 hereto shall replace all references to Exhibit B in the Master Agreement.

4. Commitment Period. Lessee may enter into Leases with Lessor pursuant to the Master Agreement and this Advance Pricing Agreement during the period beginning on August 1, 2016 and ending on October 31, 2016 (the “Commitment Period”).

5. Amount Available. The aggregate Total Cost of Equipment to be subject to such Leases as not exceed $28,000,000.00 ("Amount Available") without Lessee's consent, which consent shall be evidenced either by a writing executed by Lessor or by Lessor's funding during the Commitment Period of Leases, in an aggregate amount exceeding such Amount Available.

6. Consolidation. All Leases commenced during each (calendar month/calendar quarter) or portion thereof during the Commitment Period (the “Consolidation Period”) shall be consolidated into a single Schedule (a “Consolidating Schedule”) in the form of Exhibit 2 hereto with such changes as Lessor and Lessee shall have agreed to as conclusively evidenced by their execution thereof. Lessor shall prepare and deliver to Lessee a Consolidating Schedule as of the close of each applicable Consolidation Period. Lessor agrees to execute and deliver each Consolidating Schedule to Lessee within 10 days after its receipt thereof from Lessor. From and after Lessee's execution and delivery to Lessor of a Consolidating Schedule, the Consolidating Schedule shall supersede the applicable Acceptance Certificates and the Advance Pricing Agreement with respect to all Leases commenced during the Consolidation Period to which such Consolidating Schedule relates, and all such Leases shall be deemed to be a single, separate and distinct Lease governed by such Consolidating Schedule and the Master Agreement and enforceable in accordance with its terms. In the event of any conflict between the terms of the Master Agreement and such Consolidating Schedule, the provisions of the Consolidating Schedule shall govern. If Lessee fails to execute and deliver to Lessor any Consolidating Schedule within 10 days after its receipt thereof, Lessor may exercise its rights and remedies under Section 21 and 22 of the Master Agreement arising as a result of such failure, either immediately or at any time during the Initial Term of the Leases to which such Consolidating Schedule relates. No delay in exercising such rights or remedies shall operate as a waiver thereof. Lessee acknowledges and agrees that Rent with respect to such Leases shall be payable in the amounts and at the times determined pursuant to the applicable Advance Pricing Agreement and Acceptance Certificates, regardless of whether Lessee shall have received such Consolidating Schedule from Lessor or executed and delivered the same to Lessor as of the time any such payment is due. Lessee shall, at all times during which this Advance Pricing Agreement is effective, deliver to Lessor its quarterly and annual financial statements no later than 75 days after the end of each of Lessee’s fiscal quarters or 120 days after the end of each of Lessee’s fiscal years, as applicable. Such annual financial statements shall be audited and certified by Lessee’s independent certified public accountants.

7. Leases. Set forth below is a description of the type(s) of Equipment that may be leased pursuant to this Advance Pricing Agreement, the times at which Rents is payable and the length of the Initial Term of each Lease that is commenced pursuant hereto, and the Lease rate factor to be multiplied by the Total Cost of the Equipment subject to each such Lease to determine the periodic Rent payable with respect thereto:
A. Equipment Type I:
(i) Description of Equipment: HP Laptops
(ii) Rent is payable: ___ in advance ___ monthly ___ quarterly (check one)
     ___ semi-annually ___ annually (check one)
(iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolidation Period in which the Acceptance Date occurs).
(iv) Lease rate factor: 0.25487 followed by 0.05 epsilon in Month 49.

B. Equipment Type II:
(i) Description of Equipment: Associated Soft Costs (i.e. shipping, installation, etc.)
(ii) Rent is payable: ___ in advance ___ monthly ___ quarterly (check one)
     ___ semi-annually ___ annually (check one)
(iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolidation Period in which the Acceptance Date occurs).
(iv) Lease rate factor: 0.26314

With respect to each Lease that is commenced pursuant to this Advance Pricing Agreement, Lessee shall pay Lessor (a) on the first day of each calendar month or calendar quarter (depending on whether Rent is payable monthly or quarterly) if Rent is payable in advance, or (b) on the last day of each calendar month or quarter (depending on whether Rent is payable monthly or quarterly) if Rent is payable in arrears, the Rent payment calculated as set forth above in this Section 7 for the length of the Initial Term of such Lease. The First Payment Date shall be the first day (if Rent is payable in advance) or the last day (if Rent is payable in arrears) of the month or quarter (as applicable) immediately following the end of the Consolidation Period in which the Acceptance Date occurs. In addition, on the First Payment Date Lessee shall also pay Lessor with respect to each such Lease an amount equal to the Daily Rent multiplied by the number of days from and including the Acceptance Date up to but excluding the first day of the month or quarter (as applicable) in which the first Rent payment date occurs.

8. Additional Provisions: NONE.


IN WITNESS WHEREOF, LESSOR AND LESSEE HAVE EXECUTED THIS ADVANCE PRICING AGREEMENT ON THE DATES SPECIFIED BELOW. UNTIL AND UNLESS LESSEE EXECUTES THIS ADVANCE PRICING AGREEMENT IN COMPLIANCE WITH THE TERMS HEREOF, LESSOR'S SIGNATURE HEREON SHALL OPERATE ONLY AS AN OFFER TO LESSEE TO MAKE AN OFFER TO LEASE PURSUANT TO THE TERMS HEREOF. UPON EXECUTION BY LESSEE, AND PROVIDED LESSEE IS IN COMPLIANCE WITH THE TERMS HEREOF, THIS ADVANCE PRICING AGREEMENT SHALL BE BINDING ON BOTH PARTIES HERETO.

LESSEE:
BOARD OF EDUCATION OF BALTIMORE COUNTY

BY: Charles McGhee 7/27/16
Charles McGhee, Jr., Chair

BY: S. Dallas Dance, Jr., Superintendent
    Name and Title
    7/26/14

LESSOR:
HEWLETT-PACKARD FINANCIAL SERVICES COMPANY

BY: Arlene Lenn

Arlene Lenn, Vice President - WW Customer Delivery,
Risk Management and Business Process
{Name and Title} 7/24/16
{Date}
MASTER AGREEMENT NUMBER: 4468077474
APA Number Q2 2016 - 4468077474

STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT
ADVANCE PRICING AGREEMENT

Hewlett-Packard Financial Services Company ("Lessor") and Board of Education of Baltimore County ("Lessee"), are parties to the State and Local Government Master Lease Purchase Agreement identified by the Master Agreement Number specified above (the "Master Agreement"). This Advance Pricing Agreement (which shall be identified by the APA Number specified above) is being entered into by Lessor and Lessee as an option granted Lessee with respect to the Master Agreement and supersedes any Advance Pricing Agreement previously entered into by Lessor and Lessee pursuant thereto with respect to Leases commencing during the Commitment Period specified in Section 4 below. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Advance Pricing Agreement. All capitalized terms used in this Advance Pricing Agreement, unless defined, have the meanings ascribed to them in the Master Agreement.

1. **Purpose.** This Advance Pricing Agreement constitutes a commitment on the part of Lessor, during the Commitment Period (hereinafter defined) to purchase Equipment of the type(s) described herein and to enter into one or more Leases with Lessee at the lease rates set forth herein; provided, however, that Lessor shall under no circumstances be obligated to purchase Equipment if (1) such purchase would require Lessor to expend money in excess of the Amount Available (hereinafter defined), less the aggregate amount previously paid or committed to be paid by Lessee to acquire Equipment during such Commitment Period, or (2) any Lease Default or Non-anticipated under any Lease, or (3) Lessor shall have failed to deliver to Lessee any financial statements in accordance with the provisions of this Advance Pricing Agreement or any material adverse change shall have occurred in Lessee's financial or operating condition, as determined by Lessor in its sole discretion, after the date of the last financial statements of Lessee delivered to Lessor prior to the execution and delivery of such Advance Pricing Agreement.

2. **Commitment.** Lessor shall, at Lessee's request made during the Commitment Period purchase Equipment of the type(s) described herein and enter into a Lease of such Equipment with Lessee. Until such time as Lessor shall have executed and delivered to Lessee a Consolidating Schedule (hereinafter defined) in accordance with this Advance Pricing Agreement, each such Lease shall be governed by the terms of the Master Agreement, this Advance Pricing Agreement and the Acceptance Certificate executed and delivered to Lessor by Lessee pursuant to this Advance Pricing Agreement. Each such Acceptance Certificate shall specifically identify (by serial number or other identifying characteristics) the items of Equipment to be leased thereunder (other than items of System Software, which shall be deemed to be items of Software leased together with the related items of Hardware). Until Lessee shall have executed and delivered to Lessor a Consolidating Schedule, each such Acceptance Certificate, when executed and delivered by Lessee and accepted by Lessor, together with the Master Agreement and this Advance Pricing Agreement, shall constitute a separate and distinct Lease enforceable according to its terms. In the event of any conflict among the terms of such documents, the provisions of such Acceptance Certificate shall control over conflicting provisions in this Advance Pricing Agreement or the Master Agreement and the provisions of this Advance Pricing Agreement shall control over conflicting provisions in the Master Agreement.

3. **Acceptance.** For purposes of any Lease entered into pursuant to this Advance Pricing Agreement, Exhibit 1 hereto shall replace all references to Exhibit B in the Master Agreement.

4. **Commitment Period.** Lessee may enter into Leases with Lessor pursuant to the Master Agreement and this Advance Pricing Agreement during the period beginning on May 18, 2016 and July 31, 2016 (the "Commitment Period").

5. **Amount Available.** The aggregate Total Cost of Equipment to be subject to such Leases shall not exceed $15,000,000.00 ("Amount Available") without Lessee's consent, which consent shall be evidenced either by a writing executed by Lessee or by Lessee's funding during the Commitment Period of Leases, in an aggregate amount exceeding such Amount Available.

6. **Consolidation.** All Leases commenced during each [calendar month/calendar quarter] or portion thereof during the Commitment Period (the "Consolidation Period") shall be consolidated into a single Schedule (a "Consolidating Schedule") in the form of Exhibit 2 hereto with such changes as Lessor and Lessee shall agree to as conclusively evidenced by their execution thereof. Lessor shall prepare and deliver to Lessee a Consolidating Schedule as of the close of each applicable Consolidation Period. Lessor agrees to execute and deliver each Consolidating Schedule to Lessee within 10 days after its receipt thereof from Lessor. From and after Lessor's execution and delivery to Lessor of a Consolidating Schedule, the Consolidating Schedule shall supersede the applicable Acceptance Certificates and the Advance Pricing Agreement with respect to all Leases commenced during the Consolidation Period to which such Consolidating Schedule relates, and all such Leases shall be deemed to be a single, separate and distinct Lease governed by such Consolidating Schedule and the Master Agreement and enforceable in accordance with its terms. In the event of any conflict between the terms of the Master Agreement and such Consolidating Schedule, the provisions of the Consolidating Schedule shall govern. If Lessor fails to execute and deliver to Lessee any Consolidating Schedule within 10 days after its receipt thereof, Lessor may exercise its rights and remedies under Section 21 and 22 of the Master Agreement arising as a result of such failure, either immediately or at any time during the Initial Term of the Leases to which such Consolidating Schedule relates. No delay in exercising such rights or remedies shall operate as a waiver thereof. Lessor acknowledges and agrees that Rent with respect to such Leases shall be payable in the amounts and at the times determined pursuant to the applicable Advance Pricing Agreement and Acceptance Certificates, regardless of whether Lessee shall have received such Consolidating Schedule from Lessor or executed and delivered the same to Lessee as of the time any such payment is due. Lessor shall, at all times during which this Advance Pricing Agreement is effective, deliver to Lessor its quarterly and annual financial statements no later than 75 days after the end of each of Lessee's fiscal quarters or 120 days after the end of each of Lessee's fiscal years, as applicable. Such annual financial statements shall be audited and certified by Lessee's independent certified public accountants.

7. **Leases.** Set forth below is a description of the type(s) of Equipment that may be leased pursuant to this Advance Pricing Agreement, the times at which Rent is payable and the length of the Initial Term of each Lease that is commenced pursuant hereunder and the Lease rate factor to be multiplied by the Total Cost of the Equipment subject to each such Lease to determine the periodic Rent payable with respect thereto:

Page 1 of 2

MLPA APA (02-07)
A. Equipment Type I:
(i) Description of Equipment: HP Laptops
(ii) Rent is payable: ___ monthly  ___ quarterly (check one)
    ___ in advance ___ in arrears (check one)
    semi-annually  ___ annually
(iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolidation Period in which the Acceptance Date occurs).
(iv) Lease rate factor: 0.25487 followed by 0.05 option in Month 49.

B. Equipment Type II:
(i) Description of Equipment: Associated Soft Costs (i.e. shipping, installation, etc.)
(ii) Rent is payable: ___ in advance ___ in arrears (check one)
    ___ monthly  ___ quarterly (check one)
    semi-annually  ___ annually
(iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolidation Period in which the Acceptance Date occurs).
(iv) Lease rate factor: 0.26314

With respect to each Lease that is commenced pursuant to this Advance Pricing Agreement, Lessee shall pay Lessor (a) on the first day of each calendar month or calendar quarter (depending on whether Rent is payable monthly or quarterly) if Rent is payable in advance, or (b) on the last day of each calendar month or quarter (depending on whether Rent is payable monthly or quarterly) if Rent is payable in arrears, the Rent payment calculated as set forth above in this Section 7 for the length of the Initial Term of such Lease. The First Payment Date shall be the first day (if Rent is payable in advance) or the last day (if Rent is payable in arrears) of the month or quarter (as applicable) immediately following the end of the Consolidation Period in which the Acceptance Date occurs. In addition, on the First Payment Date Lessee shall also pay Lessor with respect to each such Lease an amount equal to the Daily Rent multiplied by the number of days from and including the Acceptance Date up to but excluding the first day of the month or quarter (as applicable) in which the first Rent payment due occurs.

8. Additional Provisions: NONE.


IN WITNESS WHEREOF, LESSOR AND LESSEE HAVE EXECUTED THIS ADVANCE PRICING AGREEMENT ON THE DATES SPECIFIED BELOW. UNTIL AND UNLESS LESSEE EXECUTES THIS ADVANCE PRICING AGREEMENT IN COMPLIANCE WITH THE TERMS HEREOF, LESSOR'S SIGNATURE HEREON SHALL OPERATE ONLY AS AN OFFER TO LESSEE TO MAKE AN OFFER TO LEASE PURSUANT TO THE TERMS HEREOF. UPON EXECUTION BY LESSEE, AND PROVIDED LESSEE IS IN COMPLIANCE WITH THE TERMS HEREOF, THIS ADVANCE PRICING AGREEMENT SHALL BE BINDING ON BOTH PARTIES HERETO.

LESSEE:
BOARD OF EDUCATION OF BALTIMORE COUNTY

BY: 
Charles Meggiols, Jr., Chair

Name and Title

BY: 
S. Dallas Dance, Ph.D., Superintendent

Name and Title

Date

LESSOR:
HEWLETT-PACKARD FINANCIAL SERVICES COMPANY

BY: 
Steve R. Kapitski, Customer Delivery Leader

Name and Title

May 18, 2016
Date
STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT
ADVANCE PRICING AGREEMENT

Hewlett-Packard Financial Services Company ("Lessor") and Board of Education of Baltimore County ("Lessee"), are parties to the State and Local Government Master Lease Purchase Agreement identified by the Master Agreement Number specified above (the "Master Agreement"). This Advance Pricing Agreement (which shall be identified by the APA Number specified above) is being entered into by Lessor and Lessee as an option granted Lessee with respect to the Master Lease and supersedes any Advancing Pricing Agreement previously entered into by Lessor and Lessee pursuant thereto with respect to Lessee commencing during the Commitment Period specified in Section 4 below. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Advance Pricing Agreement. All capitalized terms used in this Advance Pricing Agreement without definition have the meanings ascribed to them in the Master Agreement.

1. Purpose. This Advance Pricing Agreement constitutes a commitment on the part of Lessor, during the Commitment Period (hereinafter identified) to purchase Equipment of the type(s) described herein and to enter into one or more Leases with Lessee at the rates set forth herein; provided, however, that Lessor shall under no circumstances be obligated to purchase Equipment if (x) such purchase would require Lessor to expend money in excess of the Amount Available (hereinafter defined) less the aggregate amount previously paid or committed to be paid by Lessor to acquire Equipment during such Commitment Period, or (y) any Lessee Default or Non-acceptance shall have occurred and be continuing under any Lease or any event shall have occurred and be continuing which, with the giving of notice or the passage of time or both, would constitute a Lessee Default or Non-acceptance under any Lease, or (z) Lessee shall have failed to deliver to Lessee any financial statements in accordance with the provisions of this Advance Pricing Agreement or any material adverse change shall have occurred in Lessee's financial or operating condition, as determined by Lessor in its sole discretion, after the date of the last financial statements of Lessee delivered to Lessor prior to the execution and delivery of such Advance Pricing Agreement.

2. Commitment. Lessor shall, at Lessee's request made during the Commitment Period, purchase Equipment of the type(s) described herein and enter into a Lease of such Equipment with Lessee. Until such time as Lessee shall have executed and delivered to Lessor a Consolidating Schedule (hereinafter defined) in accordance with this Advance Pricing Agreement, each such Lease shall be governed by the terms of the Master Agreement, this Advance Pricing Agreement and the Acceptance Certificate executed and delivered to Lessor by Lessee pursuant to this Advance Pricing Agreement. Each such Acceptance Certificate shall specifically identify (by serial number or other identifying characteristics) the items of Equipment to be leased thereunder (other than items of System Software, which shall be deemed to be items of Software leased together with the related items of Hardware). Until Lessee shall have executed and delivered to Lessor a Consolidating Schedule, each such Acceptance Certificate, when executed and delivered by Lessee and accepted by Lessor, together with the Master Agreement and this Advance Pricing Agreement, shall constitute a separate and distinct Lease enforceable according to its terms. In the event of any conflict among the terms of such documents, the provisions of such Acceptance Certificate shall control over conflicting provisions in this Advance Pricing Agreement or the Master Agreement and the provisions of this Advance Pricing Agreement shall control over conflicting provisions in the Master Agreement.

3. Acceptance. For purposes of any Lease entered into pursuant to this Advance Pricing Agreement, Exhibit 1 hereto shall replace all references to Exhibit B in the Master Agreement.

4. Commitment Period. Lessee may enter into Leases with Lessor pursuant to this Agreement during the period beginning on June 1, 2017 and ending on August 31, 2027 (the "Commitment Period").

5. Amount Available. The aggregate Total Cost of Equipment to be subject to such Leases shall not exceed $27,600,000.00 ("Amount Available") without Lessee's consent, which consent shall be evidenced either by a writing executed by Lessor or by Lessor's funding during the Commitment Period of Leases, in an aggregate amount exceeding such Amount Available.

6. Consolidation. All Leases commenced during each [calendar month/calendar quarter] or portion thereof during the Commitment Period (the "Consolidation Period") shall be consolidated into a single Schedule (a "Consolidating Schedule") in the form of Exhibit 2 hereto with such changes as Lessor and Lessee shall have agreed to as conclusively evidenced by their execution thereof. Lessor shall prepare and deliver to Lessee a Consolidating Schedule as of the close of each applicable Consolidation Period. Lessee agrees to execute and deliver each Consolidating Schedule to Lessor within 10 days after its receipt thereof from Lessor. From and after Lessee's execution and delivery to Lessor of a Consolidating Schedule, the Consolidating Schedule shall supersede the applicable Acceptance Certificates and the Advance Pricing Agreement with respect to all Leases commenced during the Consolidation Period to which such Consolidating Schedule relates, and all such Leases shall be deemed to be a single, separate and distinct Lease governed by such Consolidating Schedule and the Master Agreement and enforceable in accordance with its terms. In the event of any conflict between the terms of the Master Agreement and such Consolidating Schedule, the provisions of the Consolidating Schedule shall govern. If Lessee fails to execute and deliver to Lessor any Consolidating Schedule within 10 days after its receipt thereof, Lessee may exercise its rights and remedies under Section 21 and 22 of the Master Agreement arising as a result of such failure, either immediately or at any time during the Initial Term of the Leases to which such Consolidating Schedule relates. No delay in exercising such rights or remedies shall operate as a waiver thereof. Lessee acknowledges and agrees that Rent with respect to such Leases shall be payable in the amounts and at the times determined pursuant to the applicable Advance Pricing Agreement and Acceptance Certificates, regardless of whether Lessee shall have received such Consolidating Schedule from Lessor or executed and delivered the same to Lessor as of the time any such payment is due. Lessee shall, at all times during which this Advance Pricing Agreement is effective, deliver to Lessor its quarterly and annual financial statements no later than 75 days after the end of each of Lessee's fiscal quarters or 120 days after the end of each of Lessee's fiscal years, as applicable. Such annual financial statements shall be audited and certified by Lessee's independent certified public accountants.

7. Leases. Set forth below is a description of the type(s) of Equipment that may be leased pursuant to this Advance Pricing Agreement, the times at which Rent is payable and the length of the Initial Term of each Lease that is commenced pursuant hereto, and the Lease rate factor to be multiplied by the Total Cost of the Equipment subject to each such Lease to determine the periodic Rent payable with respect thereto:

Page 1 of 2
MLPA APA (02-07)
A. Equipment Type I:
(i) Description of Equipment: HP Laptops
(ii) Rent is payable: X in advance __ in arrears (check one)
     monthly ______ quarterly (check one)
     semi-annually ______ annually
(iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolidation Period in which the Acceptance Date occurs).
(iv) Lease rate factor: 0.25581 followed by 0.05 option in Month 49.

B. Equipment Type II:
(i) Description of Equipment: Associated Soft Costs (i.e., shipping, installation, etc.)
(ii) Rent is payable: X in advance __ in arrears (check one)
     monthly ______ quarterly (check one)
     semi-annual ______ annually
(iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolidation Period in which the Acceptance Date occurs).
(iv) Lease rate factor: 0.26409

With respect to each Lease that is commenced pursuant to this Advance Pricing Agreement, Lessee shall pay Lessor (a) on the first day of each calendar month or calendar quarter (depending on whether Rent is payable monthly or quarterly) if Rent is payable in advance, or (b) on the last day of each calendar month or quarter (depending on whether Rent is payable monthly or quarterly) if Rent is payable in arrears, the Rent payment calculated as set forth above in this Section 7 for the length of the Initial Term of such Lease. The First Payment Date shall be the first day (if Rent is payable in advance) or the last day (if Rent is payable in arrears) of the month or quarter (as applicable) immediately following the end of the Consolidation Period in which the Acceptance Date occurs. In addition, on the First Payment Date Lessee shall also pay Lessor with respect to each such Lease an amount equal to the Daily Rent multiplied by the number of days from and including the Acceptance Date up to but excluding the first day of the month or quarter (as applicable) in which the first Rent payment date occurs.

8. Additional Provisions: NONE.


IN WITNESS WHEREOF, LESSOR AND LESSEE HAVE EXECUTED THIS ADVANCE PRICING AGREEMENT ON THE DATES SPECIFIED BELOW, UNTIL AND UNLESS LESSEE EXECUTES THIS ADVANCE PRICING AGREEMENT IN COMPLIANCE WITH THE TERMS HEREOF, LESSOR'S SIGNATURE HEREON SHALL OPERATE ONLY AS AN OFFER TO LESSEE TO MAKE AN OFFER TO LEASE PURSUANT TO THE TERMS HEREOF. UPON EXECUTION BY LESSEE, AND PROVIDED LESSEE IS IN COMPLIANCE WITH THE TERMS HEREOF, THIS ADVANCE PRICING AGREEMENT SHALL BE BINDING ON BOTH PARTIES HERETO.

LESSEE:
BOARD OF EDUCATION OF BALTIMORE COUNTY

BY: ____________________________
Edward J. Gilless, Esq., Chair

BY: ____________________________
S. Dallas Dance, Ph.D., Supt.

LESSEE:
HEWLETT-PACKARD FINANCIAL SERVICES COMPANY

BY: ____________________________
Arlene Senn, Vice President - WW Customer Delivery
Risk Management and Business Process

Name and Title

Date: 5/17/17

MLPA APA (02-07)
STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT
ADVANCE PRICING AGREEMENT

Hewlett-Packard Financial Services Company ("Lessor") and Board of Education of Baltimore County ("Lessee"), are parties to the State and Local Government Master Lease Purchase Agreement identified by the Master Agreement Number specified above (the "Master Agreement"). This Advance Pricing Agreement (which shall be identified by the APA Number specified above) is being entered into by Lessor and Lessee as an option granted Lessee with respect to the Master Lease and supersedes any Advance Pricing Agreement previously entered into by Lessor and Lessee pursuant thereto with respect to Lessee commencing during the Commitment Period specified in Section 4 below. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Advance Pricing Agreement. All capitalized terms used in this Advance Pricing Agreement without definition have the meanings ascribed to them in the Master Agreement.

1. Purpose. This Advance Pricing Agreement constitutes a commitment on the part of Lessor, during the Commitment Period (hereinafter identified to purchase Equipment of the type(s) described herein and to enter into one or more Leases with Lessee at the Lease rates set forth in the applicable Advance Pricing Agreement under no circumstances be obligated to purchase such Equipment if it has purchased such Equipment to be leased thereunder (other than Items of System Software, which shall be deemed to be Items of Software leased together with the related Items of Hardware). Until Lessee has purchased and delivered to Lessor a Consolidating Schedule, such Acceptance Certificate shall control over conflicting provisions in this Advance Pricing Agreement or the Master Agreement and the provisions of this Advance Pricing Agreement shall control over conflicting provisions in the Master Agreement.

2. Commitment. Lessor shall, at Lessee's request made during the Commitment Period purchase Equipment of the type(s) described herein and enter into a Lease of such Equipment with Lessee. Until such time as Lessor shall have executed and delivered to Lessee a Consolidating Schedule (hereinafter defined) in accordance with this Advance Pricing Agreement, each such Lease shall be governed by the terms of the Master Agreement, this Advance Pricing Agreement and the Acceptance Certificate executed and delivered to Lessee by Lessor pursuant to this Advance Pricing Agreement. Each such Acceptance Certificate shall specifically identify (by serial number or other identifying characteristics) the Items of Equipment to be leased thereunder (other than Items of System Software, which shall be deemed to be Items of Software leased together with the related Items of Hardware). Until Lessee shall have executed and delivered to Lessor a Consolidating Schedule, such Acceptance Certificate shall control over conflicting provisions in this Advance Pricing Agreement or the Master Agreement and the provisions of this Advance Pricing Agreement shall control over conflicting provisions in the Master Agreement.

3. Acceptance. For purposes of any Lease entered into pursuant to this Advance Pricing Agreement, Exhibit 1 hereto shall replace all references to Exhibit B in the Master Agreement.

4. Commitment Period. Lessee may enter into Leases with Lessor pursuant to the Master Agreement and this Advance Pricing Agreement during the period beginning on May 12, 2015 and ending on July 31, 2015 (the "Commitment Period").

5. Amount Available. The aggregate Total Cost of Equipment to be subject to such Leases shall not exceed $18,000,000.00 ("Amount Available") without Lessor's consent, which consent shall be evidenced either by a written executed by Lessee or by Lessor's funding during the Commitment Period of Leases, in an aggregate amount exceeding such Amount Available.

6. Consolidation. All Leases commencing during each calendar month (calendar quarter) or portion thereof during the Commitment Period (the "Consolidation Period") shall be consolidated into a single Schedule (a "Consolidating Schedule") in the form of Exhibit 2 hereto with such charges as Lessee and Lessor shall agree to as conclusively evidenced by their execution thereof. Lessor shall prepare and deliver to Lessee a Consolidating Schedule as of the close of each applicable Consolidation Period. Lessor agrees to execute and deliver each Consolidating Schedule to Lessee within 10 days after its receipt thereof from Lessor. From and after Lessor's execution and delivery to Lessee of a Consolidating Schedule, the Consolidating Schedule shall supersede the applicable Acceptance Certificates and the Advance Pricing Agreement with respect to all Leases commenced during the Consolidation Period to which such Consolidating Schedule relates, and all such Leases shall be deemed to be a single, separate and distinct Lease governed by such Consolidating Schedule and the Master Agreement and enforceable in accordance with its terms. In the event of any conflict between the terms of the Master Agreement and such Consolidating Schedule, the provisions of the Consolidating Schedule shall govern. If Lessee fails to execute and deliver to Lessor any Consolidating Schedule within 10 days after its receipt thereof, Lessor may exercise its rights and remedies under Section 21 and 22 of the Master Agreement as a result of such failure, either immediately or at any time during the Initial Term of the Leases to which such Consolidating Schedule relates. No delay in exercising such rights or remedies shall operate as a waiver thereof. Lessor acknowledges and agrees that Rent with respect to such Leases shall be payable in the amounts and at the times determined pursuant to the consolidated Schedule from Lessor or executed and delivered the same to Lessor as of the date of such payment therefor. Lessee shall, at all times during which this Advance Pricing Agreement is effective, deliver to Lessee its quarterly and annual financial statements no later than 75 days after the end of each of Lessee's fiscal quarters or 120 days after the end of each of Lessee's fiscal years, as applicable. Such annual financial statements shall be audited and certified by Lessee's independent certified public accountants.

7. Leases. Set forth below is a description of the type(s) of Equipment that may be leased pursuant to this Advance Pricing Agreement, the times at which Rent is payable and the length of the Initial Term of each Lease that is commenced pursuant hereto, and the Lease rate factor to be multiplied by the Total Cost of the Equipment subject to each such Lease to determine the periodic Rent payable with respect thereto.
A. Equipment Type I:
(i) Description of Equipment: HP Desktops and Monitors
(ii) Rent is payable: X in advance
    __________ months (check one)
    semi-annually X annually
    quarterly (check one)

(iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolidation Period in which the Acceptance Date occurs).

(iv) Lease rate factor: 0.23837 followed by 0.64 option in Month 49.

B. Equipment Type II:
(i) Description of Equipment: IBA Servers
(ii) Rent is payable: X in advance
    _______ in arrears (check one)
    monthly X semi-annually X annually

(iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolidation Period in which the Acceptance Date occurs).

(iv) Lease rate factor: 0.22485 followed by 0.64 option in Month 49.

C. Equipment Type III:
(i) Description of Equipment: HP Laptops
(ii) Rent is payable: X in advance
    __________ in arrears (check one)
    monthly X semi-annually X annually

(iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolidation Period in which the Acceptance Date occurs).

(iv) Lease rate factor: 0.22485 followed by 0.64 option in Month 49.

D. Equipment Type IV:
(i) Description of Equipment: Associated Soft Costs (e.g., shipping, installation, etc.)
(ii) Rent is payable: X in advance
    _______ in arrears (check one)
    monthly X semi-annually X annually

(iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolidation Period in which the Acceptance Date occurs).

(iv) Lease rate factor: 0.22485 followed by 0.64 option in Month 49.

With respect to each Lease that is announced pursuant to this Advance Pricing Agreement, Lessor shall pay Lessee (a) on the first day of each calendar month or calendar quarter (depending on whether Rent is payable monthly or quarterly) if Rent is payable in advance, or (b) on the 20th day of each calendar month or calendar quarter (depending on whether Rent is payable monthly or quarterly) if Rent is payable in arrears. The Rent payment calculated as set forth above in this Section 7 for the length of the initial term of each Lease. The first Payment Date shall be the first day of each calendar month or calendar quarter (as applicable) immediately following the end of the Consolidation Period in which the Acceptance Date occurs. In addition, on the first Payment Date Lessee shall also pay Lessee an amount equal to the Daily Rent multiplied by the number of days between and including the Acceptance Date up to but excluding the first day of the month or quarter (as applicable) in which the first Rent payment date occurs.

8. Additional Provisions: NONE.


IN WITNESS WHEREOF, LESSOR AND LESSEE HAVE EXECUTED THIS ADVANCE PRICING AGREEMENT ON THE DATES SPECIFIED BELOW.

LESSEE:
ROD OF EDUCATION OF BALTIMORE COUNTY

BY: David Whitfield, President
Name and Title

5/19/15
Date

S. Dahlke, Superintendent

5/19/15
Date

MLPA APA (02 - 071)
Baltimore County Public Schools
Office of Law
Public Information Act Time Log

Each employee responding to a Public Information Act Request must track the amount of time expended on responding to the request.

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Totals: 7:30

Email or Fax Completed Form To:
Patricia Clark
Office of Law
Email: pclark@bcps.org
Fax No.: 410-887-4118

Law Office Use Only:
Hourly Rate of Pay
Total Charge:

Name (Print): Patricia Onheiser
Signature: Patricia Onheiser
Date: 5-11-17
APA (blue)

2014 Q2 4/11/14-7 6/27/14

2014 Q3 6/28/14-7 9/30/14

2015 Q1 Jan. 13 2015-7

Mar 31 2015

2015 Q2 May 12 2015-7

July 31 2015

2015 Q3 8/11/15-7 10/31/15

Q4 2015 Amendment green req.

2016 5/18/16-7 7/31/16

7/3 2016 8/11/16-7 10/31/16

6/4 2016 11/1/16-7 11/3/17

Con Scheduels (red)

1 HP FS Con School 1 P

2 HP FS Con School 2 P

3 HP FS Con School 3 P

4 HP FS Con School 4 P

5 HP FS Con School 5 P

6 HP FS Con School 6 P

7 HP FS Con School 7 P

8 HP FS Con School 8 P

9 HP FS Con School 9 P

Schedule all contract to March 2018
STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT
ADVANCE PRICING AGREEMENT

Hulet-Pickard Financial Services Company ("Lessor") and Board of Education of Baltimore County ("Lessee"), are parties to the State and Local Government Master Lease Purchase Agreement identified by the Master Agreement Number specified above (the "Master Agreement"). This Advance Pricing Agreement (which shall be identified by the APA Number specified above) is being entered into by Lessor and Lessee as an option granted Lease with respect to each Master Lease and supersedes any Advance Pricing Agreement previously entered into by Lessee and Lessor pursuant thereto with respect to leases commenced during the Commitment Period specified in Section 4 below. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Advance Pricing Agreement. All capitalized terms used in this Advance Pricing Agreement without definition have the meanings ascribed to them in the Master Agreement.

1. Purpose. This Advance Pricing Agreement constitutes a commitment on the part of Lessee, during the Commitment Period (as hereinafter defined) to purchase Equipment of the type(s) described herein and to enter into one or more Leases with Lessor at the lease rates set forth herein provided, however, that Lessor shall under no circumstances be obligated to purchase Equipment of (x) such purchase would require Lessor to expend money in excess of the Amount Available thereunder, (ii) the aggregate amount previously paid or committed to be paid by Lessor to acquire Equipment during such Commitment Period, or (y) any Leased Leased Equipment shall have occurred and be continuing under any Lease or any event shall have occurred and be continuing which, with the giving of notice or the passage of time, or both, could constitute a Lease Default or Non-Appropriation under any Lease, or (z) Lessee shall have failed to deliver to Lessor any financial statements in accordance with the provisions of this Advance Pricing Agreement or any material adverse change shall have occurred in Lessee's financial or operating condition, as determined by Lessor in its sole discretion after the date of the last financial statements of Lessee delivered to Lessor prior to the execution and delivery of such Advance Pricing Agreement.

2. Commitment. Lessor shall, at Lessee's request made during the Commitment Period, purchase Equipment of the type(s) described herein and enter into a Lease of such Equipment with Lessee. Until such time as Lessee shall have executed and delivered to Lessor a Consenting Schedule (as hereinafter defined) in accordance with this Advance Pricing Agreement, each such Lease shall be governed by the terms of the Master Agreement, this Advance Pricing Agreement and the Acceptance Certificate executed and delivered by Lessee to Lessor pursuant to this Advance Pricing Agreement. Each such Acceptance Certificate shall specifically identify (by serial number or other identifying characteristics) the items of Equipment to be leased thereunder (other than items of System Software, which shall be deemed to be items of Software leased together with the related items of Hardware). Until Lessee shall have executed and delivered to Lessor a Consenting Schedule, each such Acceptance Certificate, when executed and delivered by Lessee and accepted by Lessor, together with the Master Agreement and this Advance Pricing Agreement, shall constitute a separate and distinct Lease enforceable according to its terms. In the event of any conflict among the terms of such documents, the provisions of such Acceptance Certificate shall control over conflicting provisions in this Advance Pricing Agreement or the Master Agreement and the provisions of this Advance Pricing Agreement shall control over conflicting provisions in the Master Agreement.

3. Acceptance. For purposes of any Lease entered into pursuant to this Advance Pricing Agreement, Exhibit I hereto shall replace all references to Exhibit II in the Master Agreement.

4. Commitment Period. Lease may enter into Leases with Lessee pursuant to the Master Agreement and this Advance Pricing Agreement during the period beginning on April 1, 2014 and ending on June 30, 2014 (the "Commitment Period").

5. Amount Available. The aggregate Total Cost of Equipment to be subject to such Leases shall not exceed $5,000,000.00 ("Amount Available") without Lessee's consent, which consent shall be evidenced either by sending executed by Lessee or by Lessee's funding during the Commitment Period of Leases, in an aggregate amount exceeding such Amount Available.

6. Consolidation. All Leases commenced during each Calendar month (and/or quarters to portion thereof during the Commitment Period (the "Consolidation Period")) shall be consolidated into one single Schedule (a "Consolidating Schedule") in the forms of Exhibit 2 hereto with such changes as Lessee and Lessor shall have agreed to as conclusively evidenced by their execution thereof. Lessor shall prepare and deliver to Lessee a Consolidating Schedule as of the close of each applicable Consolidation Period. Lessor agrees to execute and deliver such Consolidating Schedule to Lessee within 10 days after its receipt from Lessor. From and after Lessor's execution and delivery to Lessee of a Consolidating Schedule, the Consolidating Schedule shall supersede the applicable Acceptance Certificates and the Advance Pricing Agreement with respect to all Leases commenced during the Consolidation Period in which such Consolidating Schedule relates, and all such Leases shall be deemed to be a single, separate and distinct Lease governed by such Consolidating Schedule and enforceable in accordance with its terms. In the event of any conflict between the terms of the Master Agreement and such Consolidating Schedule, the provisions of the Consolidating Schedule shall govern. If Lessee fails to execute and deliver to Lessor any Consolidating Schedule within 10 days after its receipt thereof, Lessee may exercise its rights and remedies under Section 21 and 22 of the Master Agreement arising as a result of such failure, either immediately or at any time during the Initial Term of the Leases to which such Consolidating Schedule relates. No delay in exercising such rights or remedies shall operate as a waiver thereof. Lessee acknowledges and agrees that rent with respect to such Leases shall be payable in the amounts and at the times determined pursuant to the applicable Advance Pricing Agreement and Acceptance Certificate, regardless of whether Lessee shall have received such Consolidating Schedule from Lessor or executed and delivered the same to Lessee as of the time any such payment is due. Lessee shall, at all times during which this Advance Pricing Agreement is effective, deliver to Lessee its quarterly and annual financial statements not later than 35 days after the end of each of Lessee's financial quarters or 120 days after the end of each of Lessee's fiscal years, as applicable. Such annual financial statements shall be audited and certified by Lessee's independent certified public accountants.

7. Leases. Set forth below is a description of the type(s) of Equipment that may be leased pursuant to this Advance Pricing Agreement, the times at which Rent is payable and the length of the Initial Term of each Lease that is consummated pursuant hereto, and the Lease rate factor to be multiplied by the Total Cost of the Equipment subject to each such Lease to determine the periodic Rent payable with respect thereto:
A. Equipment Type I:
(i) Description of Equipment: HP Desktops
(ii) Rent is payable: _____ in advance _____ in arrears (check one)
_____ monthly _____ quarterly (check one)
_____ semi-annually _____ annually
(iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolidation Period in which the Acceptance Date occurs).
(iv) Lease rate factor: 0.25487 followed by 0.04 option in Month 49.

B. Equipment Type II:
(i) Description of Equipment: ISN Servers
(ii) Rent is payable: _____ in advance _____ in arrears (check one)
_____ monthly _____ quarterly (check one)
_____ semi-annually _____ annually
(iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolidation Period in which the Acceptance Date occurs).
(iv) Lease rate factor: 0.25487 followed by 0.04 option in Month 49.

C. Equipment Type III:
(i) Description of Equipment: ISN Laptops
(ii) Rent is payable: _____ in advance _____ in arrears (check one)
_____ monthly _____ quarterly (check one)
_____ semi-annually _____ annually
(iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolidation Period in which the Acceptance Date occurs).
(iv) Lease rate factor: 0.25487 followed by 0.04 option in Month 49.

D. Equipment Type IV:
(i) Description of Equipment: Associated Soft Costs (i.e. shipping, installation, etc.)
(ii) Rent is payable: _____ in advance _____ in arrears (check one)
_____ monthly _____ quarterly (check one)
_____ semi-annually _____ annually
(iii) Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the Consolidation Period in which the Acceptance Date occurs).
(iv) Lease rate factor: 0.255314

With respect to each Lease that is commenced pursuant to this Advance Pricing Agreement, Lessee shall pay Lessor (a) on the first day of each calendar month or calendar quarter (depending on whether Rent is payable monthly or quarterly) if Rent is payable in advance, or (b) on the last day of each calendar month or quarter (depending on whether Rent is payable monthly or quarterly) if Rent is payable in arrears, the Rent payment calculated as set forth above in this Section 7 for the length of the Initial Term of each Lease. The First Payment Date shall be the first day (if Rent is payable in advance) or the last day (if Rent is payable in arrears) of the month or quarter (as applicable) immediately following the end of the Consolidation Period in which the Acceptance Date occurs. In addition, on the First Payment Date Lessee shall also pay Lessor with respect to each such Lease an amount equal to the Daily Rent multiplied by the number of days from and including the Acceptance Date up to but excluding the first day of the month or quarter (as applicable) in which the First Payment Date occurs.

8. Additional Provisions: NONE.


IN WITNESS WHEREOF, LEASER AND LESSEE HAVE EXECUTED THIS ADVANCE PRICING AGREEMENT ON THE DATES SPECIFIED BELOW.

LESSEE:  BOARD OF EDUCATION OF BALTIMORE COUNTY

[Signature]
Name and Title

Date

by

LESOR:  HEWLETT-PACKARD FINANCIAL SERVICES COMPANY

[Signature]
Name and Title

Date

S. Dallas Dance, Ph.D., Superintendent

Date

Page 2 of 6
MLPA APA (02-07)
STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT
ADVANCE PRICING AGREEMENT

This Advance Pricing Agreement constitutes a commitment on the part of Lessee during the Commitment Period hereinafter identified to purchase Equipment of the type(s) described herein and to enter into time or more Leases with Lessor at the rates set forth herein; provided, however, that if Lessor shall under any circumstances be obligated to purchase Equipment if (1) such purchase would require Lessor to expend monies in excess of the Amount Available (hereinafter defined) less the aggregate amount previously paid or committed to the paid by Lessee to acquire Equipment during such Commitment Period, or (2) any Lessee Default or Non-acceptation shall have occurred and be continuing under any Lease or any event shall have occurred and be continuing which, with the giving of notice or the passage of time or both, would constitute a Lessee Default or Non-acceptation under any Lease or (3) Lessor shall have failed to deliver to Lessee any financial statements in accordance with the provisions of this Advance Pricing Agreement or any material adverse change shall have occurred in Lessee's financial or operating condition, as determined by Lessee in its sole discretion, after the date of the last financial statements of Lessor delivered to Lessee prior to the execution and delivery of such Advance Pricing Agreement.

1. Commitment. Lessor shall, at Lessee's request made during the Commitment Period, purchase Equipment of the type(s) described herein and enter into a Lease of such Equipment with Lessor. Until such time as Lessor shall have executed and delivered to Lessor a Consolidating Schedule, each such Lease shall be evidenced by the terms of the Master Agreement, this Advance Pricing Agreement, and the Acceptance Certificate executed and delivered to Lessor by Lessee pursuant to this Agreement. Each such Acceptance Certificate shall specifically identify (i) the Equipment to be leased, (ii) theLessee (Lessee's name hereinafter defined) less the aggregate amount previously paid or committed to the paid by Lessee to acquire Equipment during such Commitment Period, or (2) any Lessee Default or Non-acceptation shall have occurred and be continuing under any Lease or any event shall have occurred and be continuing which, with the giving of notice or the passage of time or both, would constitute a Lessee Default or Non-acceptation under any Lease or (3) Lessor shall have failed to deliver to Lessee any financial statements in accordance with the provisions of this Advance Pricing Agreement or any material adverse change shall have occurred in Lessee's financial or operating condition, as determined by Lessee in its sole discretion, after the date of the last financial statements of Lessor delivered to Lessee prior to the execution and delivery of such Advance Pricing Agreement.

2. Acceptance. For purposes of any Lease entered into pursuant to this Advance Pricing Agreement, Exhibit I hereto shall replace all references to Exhibit I in the Master Agreement.

3. Commitment Period. Lessee may enter into Leases with Lessor pursuant to the Master Agreement and this Advance Pricing Agreement during the period beginning on January 13, 2015 and ending on March 31, 2015 (the "Commitment Period").

4. Amount Available. The aggregate total cost of Equipment to be subject to such Leases shall not exceed $250,000,000.00 (the "Amount Available") without Lessor's consent, which consent shall be evidenced either by a writing executed by Lessee or by Lessee's purchase during the Commitment Period of Leases, in an aggregate amount exceeding such Amount Available.

Consolidation. All Leases commenced during the Commitment Period shall be evidenced by a schedule in the form of a Consolidating Schedule, in the form of a Consolidating Schedule (the "Consolidation Schedule") shall supersede the Equipment purchased under Section 21 and 22 of the Master Agreement relating to the Lessor, and all such Leases shall be deemed to be a single Lease, and the Master Agreement under such Consolidating Schedule to the Lessor, and all such Leases shall be deemed to be a single, separate and distinct Lease, evidenced by such Consolidating Schedule and the Master Agreement, and enforceable in accordance with its terms. In the event of any conflict between the terms of the Master Agreement and the provisions of the Consolidating Schedule, the provisions of the Consolidating Schedule shall govern. If Lessee fails to execute and deliver to Lessor any Consolidating Schedule within 10 days after receipt thereof, Lessor may exercise its rights and remedies under Sections 21 and 22 of the Master Agreement relating to such Consolidating Schedule. No Lessee may exercise such rights or remedies, and the Lessor shall be entitled to exercise such rights or remedies, unless such Lessee shall have received such Consolidating Schedule from Lessor and delivered the same to Lessor at the time of any such payment is due. Lessor shall, at all times during which this Advance Pricing Agreement is effective, deliver to Lessee its quarterly and annual financial statements no later than 30 days after the end of each of Lessee's fiscal quarters of 120 days after the end of each of Lessee's fiscal years as applicable. Such annual financial statements shall be audited and certified by Lessee's independent certified public accountants.

7. Leases. Set forth below is a description of the type(s) of Equipment that may be leased pursuant to this Advance Pricing Agreement, the terms at which rent is payable and the length of the Initial Term of each Lease that is commenced pursuant hereto, and the lease rate factor to be multiplied by the Total Cost of the Equipment subject to each such Lease to determine the periodic Rent payable.

Page 1 of 6
rec'd
4-16-15
from
Janet
C. Daly
A. Equipment Type I:
   (i) Description of Equipment: HP Desktop
   (ii) Rent is payable: \( X \) in advance \( \quad \) monthly \( \quad \) quarterly \( \quad \) semi-annually \( \quad \) annually
   (iii) Initial Term: 48 Months plus the number of days from and including the Acceptance Date through and including the last day of the Consolidated Period in which the Acceptance Date occurs
   (iv) Lease rate factor: \( 0.25487 \) followed by a % per month in Month 19

B. Equipment Type II:
   (i) Description of Equipment: PS Servers
   (ii) Rent is payable: \( X \) in advance \( \quad \) quarterly \( \quad \) semi-annually \( \quad \) annually
   (iii) Initial Term: 48 Months plus the number of days from and including the Acceptance Date through and including the last day of the Consolidated Period in which the Acceptance Date occurs
   (iv) Lease rate factor: \( 0.25487 \) followed by a % per month in Month 19

C. Equipment Type III:
   (i) Description of Equipment: HP Laptops
   (ii) Rent is payable: \( X \) in advance \( \quad \) in arrears (check one)
   (iii) Initial Term: 48 Months plus the number of days from and including the Acceptance Date through and including the last day of the Consolidated Period in which the Acceptance Date occurs
   (iv) Lease rate factor: \( 0.25487 \) followed by a % per month in Month 19

D. Equipment Type IV:
   (i) Description of Equipment: Associated Set-Up Costs or Shipping, Installation, etc.
   (ii) Rent is payable: \( X \) in advance \( \quad \) in arrears (check one)
   (iii) Initial Term: 48 Months plus the number of days from and including the Acceptance Date through and including the last day of the Consolidated Period in which the Acceptance Date occurs
   (iv) Lease rate factor: \( 0.25487 \) followed by a % per month in Month 19

With respect to each Lease that is commenced pursuant to this Advance Pricing Agreement, Lessee shall pay to Lessor on the first day of each calendar month or calendar quarter (depending on whether Rent is payable monthly or quarterly) if Rent is payable in advance, or (ii) on the last day of each calendar month or quarter (depending on whether Rent is payable monthly or quarterly) if Rent is payable in arrears, an amount equal to the Daily Rent multiplied by the number of days from and including the Acceptance Date through and including the last day of the month or quarter to which applicable in which the first Rent payment date occurs.

8. Additional Provisions: NONE


IN WITNESS WHEREOF, LESSOR AND LESSEE HAVE EXECUTED THIS ADVANCE PRICING AGREEMENT ON THE DATE SPECIFIED BELOW.

LESSEE:
BOARD OF EDUCATION OF BALTIMORE COUNTY

BY: ____________________________
   Name and Title

Date: ____________________________

LESSEE:
Hewlett-Packard Financial Services Company

BY: ____________________________
   Name and Title

Date: ____________________________

S. Dallas Dance, Ph.D., Superintendent

Date: ____________________________

Page 2 of 6
STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT AND
ADVANCE PRICING AGREEMENT
ACCEPTANCE CERTIFICATE NUMBER ____________________________

Hewlett-Packard Financial Services Company ("Lessor") and Board of Education of Baltimore County ("Lessee") are parties to the State and Local Government Master Lease Purchase Agreement (the "Master Agreement") and the Advance Pricing Agreement (the "Advance Pricing Agreement") identified by the Master Agreement Number and APA Number, respectively, specified above. This Acceptance Certificate, together with the Advance Pricing Agreement and the Master Agreement, comprise a separate Lease that is being accepted and commenced pursuant hereeto. All capitalized terms used in this Acceptance Certificate without definition have the meanings ascribed to them in the Master Agreement.

1. LEASE ACCEPTANCE. Lessee hereby acknowledges that the Equipment described in the invoices listed in the Attachment hereto having an aggregate Total Cost of $________ has been delivered to the Equipment Location specified in said Attachment, inspected by Lessee and found to be in good operating order and condition, and has been unconditionally and irrevocably accepted by Lessee under the Lease evidenced by this Acceptance Certificate, the Advance Pricing Agreement and the Master Agreement as of the Acceptance Date set forth below. The Seller of the Equipment is specified in Section 1 of the Attachment hereto.

2. LESSOR ACKNOWLEDGEMENTS. Lessee hereby agrees to faithfully perform all of its obligations under the Master Agreement and the Advance Pricing Agreement and reaffirms, as of the date hereof, its representations and warranties as set forth in the Master Agreement. Lessee hereby acknowledges its agreement to pay Lessor Rent payments in the amounts determined pursuant to the Advance Pricing Agreement plus any applicable taxes, together with all other costs, expenses and charges whatsoever which Lessee is required to pay pursuant to the Master Agreement and the Advance Pricing Agreement, in each instance at the times and in the manner set forth in the Master Agreement and the Advance Pricing Agreement, respectively.

3. The Equipment has been installed and is located at the Equipment Location(s) set forth in the Attachment.

BOARD OF EDUCATION OF BALTIMORE COUNTY

BY: ____________________________

______________________________

Acceptance Date: 3/13/2015

ACKNOWLEDGED AND ACCEPTED:

HEWLETT-PACKARD FINANCIAL SERVICES COMPANY

By ____________________________

______________________________

Name and Title

Date
STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT AND ADVANCE PRICING AGREEMENT
ACCEPTANCE CERTIFICATE NUMBER: __________

Hewlett-Packard Financial Services Company ("Lessor") and Board of Education of Baltimore County ("Lessee") are parties to the State and Local Government Master Lease Purchase Agreement (the "Master Agreement") and the Advance Pricing Agreement (the "Advance Pricing Agreement") identified by the Master Agreement Number and APA Number, respectively, specified above. This Acceptance Certificate, together with the Advance Pricing Agreement and the Master Agreement, comprise a separate lease that is being accepted and commenced pursuant hereto. All capitalized terms used in this Acceptance Certificate without definition have the meanings ascribed to them in the Master Agreement.

1. LEASE ACCEPTANCE. Lessee hereby acknowledges that the Equipment described in the invoices listed in the Attachment hereto having an aggregate Total Cost of $________ has been delivered to the Equipment Location specified in said Attachment, inspected by Lessee and found to be in good operating order and condition, and has been unconditionally and irrevocably accepted by Lessee under the Lease evidenced by this Acceptance Certificate, the Advance Pricing Agreement and the Master Agreement as of the Acceptance Date set forth below. The Seller of the Equipment is specified in Section 1 of the Attachment hereto.

2. LESSEE ACKNOWLEDGEMENTS. Lessee hereby agrees to faithfully perform all of its obligations under the Master Agreement and the Advance Pricing Agreement and reaffirms, as of the date hereof, its representations and warranties as set forth in the Master Agreement. Lessee hereby acknowledges its agreement to pay Lessor Rent payments in the amounts determined pursuant to the Advance Pricing Agreement plus any applicable taxes, together with all other costs, expenses and charges whatsoever which Lessor is required to pay pursuant to the Master Agreement and the Advance Pricing Agreement, in each instance at the times and in the manner set forth in the Master Agreement and the Advance Pricing Agreement, respectively.

3. The Equipment has been installed and is located at the Equipment Location set forth in the Attachment.

BOARD OF EDUCATION OF BALTIMORE COUNTY

BY: __________________________

Name and Title

Acceptance Date: __________

ACKNOWLEDGED AND ACCEPTED:

HEWLETT-PACKARD FINANCIAL SERVICES COMPANY

BY: __________________________

Name and Title

Date: __________
**INVOICE**

**Bill To:** 16320
HP FINANCIAL SERVICES  
ATTN: DONNA DONOVAN  
200 CONNELL DRIVE  
SUITE 5000  
BERKELEY HEIGHTS, NJ 07082

**Ship To:** 0954; LOCH RAVEN TECHNICAL ACADEMY  
PR15128210-2  
410-887-3518  
8101 LA SALLE ROAD  
TOWSON, MD 21286

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| HPC  | G7765AV     | WIN 8.1 PRO 64 MSNA 810         | 68.00   | 68.00   | 0.00     | 0.00       |
| HPC  | F2D85AV     | WEBCAM INTEGRATED 720P HD 810 G2| 68.00   | 68.00   | 0.00     | 0.00       |
| HPC  | F2D54AV     | 11.6" LED HD UWVA TS 810 G2    | 68.00   | 68.00   | 0.00     | 0.00       |
| HPC  | F2D57AV     | 4GB 1600MHz DDR3L 1DM (8GB TOTAL) 810 G2 | 68.00 | 68.00 | 0.00 | 0.00 |
| HPC  | F2D61AV     | 256GB M2 SATA-3 SSD 810       | 68.00   | 68.00   | 0.00     | 0.00       |
| HPC  | F2G95AV     | INTEL 7250 AC 2X2 BT 4.0 LE WN 810 G2 | 68.00 | 68.00 | 0.00 | 0.00 |
| HPC  | L6332AV     | CTO ONLY NO WWAN MODULE       | 68.00   | 68.00   | 0.00     | 0.00       |
| HPC  | F2D59AV     | 6 CELL 44 WHR LCHO LIFE BATTERY 810 G2 | 68.00 | 68.00 | 0.00 | 0.00 |
| HPC  | F2D90AV     | 1/10 WARRANTY 810            | 68.00   | 68.00   | 0.00     | 0.00       |
| HPC  | F2D89AV     | 45 WATT SMART NPFC AC ADAPTER 810 G2 | 68.00 | 68.00 | 0.00 | 0.00 |
| HPC  | F3X89AV     | C5 1.2M POWER CORD 910     | 68.00   | 68.00   | 0.00     | 0.00       |

**Terms and Conditions:**
- Please check your shipment immediately for accuracy and condition. Notify your Account Executive of any shipment discrepancies or damages. Unless otherwise provided by contract, all returns for credit replacement must be made within seven (7) days of receipt. Buyer may only return products with the Seller's consent. No returns will be accepted without a Return Authorization Number. All original contents and packaging material must be returned. There must be no markings or writing on the manufacturer's packaging. The Return Authorization Number must be clearly marked on the shipping label only. All products including the manufacturer carton(s) should be packed into an additional carton to help prevent damage while in transit.
- **DO NOT WRITE ON OR DEFACE ORIGINAL PACKAGING**

**Sales Balance:** $72,268.36
**Sales Tax:** $0.00
**Total:** $72,268.36
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Terms and Conditions

Please check your shipment immediately for accuracy and condition. Notify your Account Executive of any shipment discrepancies or damages. Unless otherwise provided by contract, all returns for credit replacement must be made within seven (7) days of receipt. Buyer may only return products with the Seller's consent. No returns will be accepted without a Return Authorization Number. All original contents and packing material must be returned. There must be no markings or writing on the manufacturer's packaging. The Return Authorization Number must be clearly marked on the shipping label only. All products including the manufacturer carton(s) should be packed into an additional carton to help prevent damage while in transit.

DO NOT WRITE ON OR DEFACE ORIGINAL PACKAGING

| Sales Balance | 72,268.36 |
| Sales Tax     | 0.00      |
| Total         | $ 72,268.36 |
# Invoice

**Bill To:** HP FINANCIAL SERVICES  
ATTN: DONNA DONOVAN  
200 CONNELL DRIVE  
SUITE 5000  
BERKELEY HEIGHTS, NJ 07922

**Ship To:** LOCH RAVEN TECHNICAL ACADEMY  
PR15128210-2  
410-887-3518  
8101 LA SALLE ROAD  
TOWSON, MD 21204

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**Terms and Conditions**

Please check your shipment immediately for accuracy and condition. Notify your Account Executive of any shipment discrepancies or damages. Unless otherwise provided by contract, all returns for credit replacement must be made within seven (7) days of receipt. Buyer may only return products with the Seller's consent. No returns will be accepted without a Return Authorization Number. All original content and packing material must be returned. There must be no markings or writing on the manufacturer's packaging. The Return Authorization Number must be clearly marked on the shipping label only. All products including the manufacturer carton(s) should be packed into an additional carton to help prevent damage while in transit.

**DO NOT WRITE ON OR DEFACE ORIGINAL PACKAGING**

**INVOICE**

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Hello Ida,

Acknowledged and in agreement. Thank you.

Nick

From: Bruno-Edelmann, Ida A [mailto:ida.bruno-edelmann@hp.com]
Sent: Wednesday, April 8, 2015 7:00 PM
To: Argyros, Nicholas P.
Cc: Janet Kelman (JKK@daly.com); Donovan, Donna L; Capria, Sean
Subject: FW: LOCH RAVEN TECHNICAL ACADEMY LEASE DEAL

Hello Nick,

The attached Acceptance Certificate which has been signed by you is inadvertently missing the amount that is to be disbursed to Daly Computers Inc. Please reply to all your acknowledgment that the Total Cost to be completed in Section 1 of the attached Acceptance Certificate is $106,091.56 and that you agree with the disbursal of funds at this time.

My apologies for the oversight.

Regards,

Ida Bruno
Customer Delivery Manager – East/Public Sector
Hewlett-Packard Financial Services Company
200 Connell Drive, Suite 5000
Berkeley Heights, NJ 07922
Phone: (908) 898-4950