APPENDIX H – JNI-749-13 COMPREHENSIVE DATA SYSTEM

Contract JNI-749-13 between BCPS and Custom Computer Specialists & Engrade, Inc.

Appendix contents:

Request for Proposal

Executed Contract with Custom Computer Specialists

Executed Contract with Engrade, Inc.

Solicitation Number: JNI-749-13

BALTIMORE COUNTY PUBLIC SCHOOLS

Division of Business Services; Department of Fiscal Services; Office of Purchasing
1940 Greenspring Drive, Suite G
Timonium, MD 21093

SPECIFICATION AND PROPOSAL

FOR

Request for Proposal : Comprehensive Data System

Initial RFP

SOLICITATION NUMBER:	**JNI-749-13**
BID ISSUED DATE:	**May 23, 2013**
PRE-BID:	A PRE-BID meeting is scheduled for **May 30,, 2013, 9:30 A.M.**, at Office of Purchasing, 1940 Greenspring Drive, Suite G, Timonium, MD 21093.
LAST DAY FOR QUESTIONS:	**June 10, 2013**
DUE DATE:	**June 21, 2013**
DUE TIME:	**10:00 A.M.** (EDST Zone)
RETURN TO:	BALTIMORE COUNTY PUBLIC SCHOOLS OFFICE OF PURCHASING JNI-749-13 Attn: Jack Nichols 1940 Greenspring Drive, Suite G Timonium, MD 21093
PUBLIC OPENING:	Same date, (10 minutes after due time) Conference Room 1940 Greenspring Drive, Suite G Timonium, MD 21093

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/

Jack S. Nichols email: jnichols@bcps.org
FAX: (410) 887-7831 Phone: (410) 887-4334

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BALTIMORE COUNTY PUBLIC SCHOOLS

PART I: GENERAL TERMS AND CONDITIONS

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BALTIMORE COUNTY PUBLIC SCHOOLS
PART I: GENERAL TERMS AND CONDITIONS

1. **AN INVITATION TO BID**

a. 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, Timonium Business Park, 1940 Greenspring Drive, Suite G, Timonium, Maryland 21093.

b. 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.

c. 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.

d. 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

e. 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.

f. 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.

g. 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.

h. 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, 1940 Greenspring Drive, Suite G, Timonium, MD 21093**.

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, 1940 Greenspring Drive, Suite G, Timonium, MD 21093**.

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, 1940 Greenspring Drive, Suite G, Timonium, MD 21093**.

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. <u>All prices bid shall include all delivery charges.</u>

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. <u>SAMPLES, CATALOGS AND CATALOG CUTS</u>

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 <u>30 days</u> 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 in the BCPS, Division of Fiscal Services Building, 1940-G Greenspring Drive, Timonium, MD, 21093, 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 II, 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.

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, (Example: ABC Elementary School Library). 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
1940 Greenspring Drive, Suite G
Timonium. Maryland 21093

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 AB@ 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.

17. 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.

18. 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 contact, 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, be 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 (either the "schools" and/or "offices") are **closed** or are opening later than or closing before the pre-bid meeting time, **"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

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
DEPARTMENT OF FISCAL SERVICES
OFFICE OF PURCHASING

1940 GREENSPRING DRIVE, SUITE G
TIMONIUM, MARYLAND 21093
PHONE: 410-887-4334 FAX: 410-887-7831

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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 Request for Proposals (RFP) is soliciting proposals for software and consulting services to develop a comprehensive instructional improvement system for Baltimore County Public Schools (BCPS). The primary objective is to provide a fully integrated system that brings together all of the district's programs and initiatives around assessments, curriculum, instruction, student information systems, and reporting and analysis into a single user-friendly platform. The system must also include data-driven tools that provide educators at all levels within the District the means to build and extend teacher capacity. This should be accomplished through personalized learning for all educators by coupling multiple measures of educator development with student performance, then connecting this with the appropriate resources for fostering professional growth.

1.2 This is an Indefinite Delivery / Indefinite Quantities (IDIQ) 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 twenty (120) 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 Time is of the essence.

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. All Bidders shall include copies of any and all appropriate licenses necessary to provide the software. BCPS prefers that participating bidders have been in business for at least three (3) years supplying and supporting software.

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.

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. Bidders shall have successfully completed at least three (3) projects/contracts of similar size and scope within the past three (3) years. You may include BCPS as one (1) of the three required references.

3.0 Award Bidder Employees

3.1 Award Bidder(s) shall demonstrate to the satisfaction of BCPS that employees who will be used to provide training and/or support are properly trained and experienced in the services outlined herein.

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 contract.

5.3 CERTIFICATES OF INSURANCE

5.3.1 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, 1940 Greenspring Drive, Suite G, Timonium, MD 21093.

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

Baltimore County Public Schools
Patricia Onheiser, Purchasing/Contracting Assistant
1940 Greenspring Drive, Suite G
Timonium, MD 21093

.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.

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

5.3.3 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.

6.1.1 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
Asian American
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**:

6.3.1 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.

6.3.2 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 it 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:

.1 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;

.2 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;

.3 A detailed statement of the bidder's 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 identified under items (2) and (3) above;

.5 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;

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

.7 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;

.8 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

.9 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.

6.4 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.

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

7.0 Bid Submission

7.1 Return of bids to: BALTIMORE COUNTY PUBLIC SCHOOLS
OFFICE OF PURCHASING
JNI-749-13 Jack Nichols
1940 Greenspring Drive, Suite G
Timonium, MD 21093

7.1.1 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.

7.1.2 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 Technical Proposals shall include all information to support the criteria outlined in Section 1.0. Technical Proposals shall also include all of the following, as outlined within "SECTION 00400- FORM OF PROPOSAL":

7.2.1 Section 00400-1: "Proposal Sheet". Complete, sign and return with bid.

7.2.2 Section 00400-2: "State of Maryland Anti-Bribery Affidavit" & "State of Maryland Tax Certification" (on same page). Complete, sign and return with bid.

7.2.3 Section 00400-3: "Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion". Complete, sign and return with bid.

7.2.4 Section 00400-4: "References". Complete, sign and return with bid.

7.2.5 Section 00400-5: "Board of Directors Diversity Affidavit". Complete, sign and return with bid.

7.2.6 Section 00400-6: "Small Business Enterprise Affidavit". Complete, sign and return with bid.

7.2.7 Section 00400-7: "Small and Minority Business Enterprise Utilization Affidavit". Complete, sign, notarize and return with bid.

7.2.8 Section 00400-8: "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.

7.2.9 Section 00400-9: "No Bid Page". This page should only be returned if not participating in the bid.

7.2.10 Section 00400-10: "SBE/MBE Statement of Intent". Complete, sign and return with bid.

7.2.11 Section 00400-11: "SBE/MBE Request For Waiver". Complete, sign, notarize and return with bid".

7.2.12 Section 00400-12: "SBE/MBE Minority Subcontractor Unavailability Certificate". Complete, sign and return with bid.

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

7.3 **Pricing Proposals shall be submitted in a separate sealed envelope at the time the bid is due.**

7.4 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.

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

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

8.0 Bidder Registration

8.1 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:

8.1.1 Go to our website at www.bcps.org
8.1.2 Scroll to bottom of web-page and click the link for: "Do business with BCPS" (under the "How do I?" section).
8.1.3 In the middle of the Office of Purchasing web-page, click the link: "Visit our Vendor Self Service Center"
8.1.4 Select "Creating A New Account" for detailed instructions. Print these instructions for reference, and then return to the VSS welcome page.

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

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

8.2 Bidders are advised that if you do not have access to the website through your home or business, that the BCPS has two computers available for your use in our Office of Purchasing located at 1940 Greenspring Drive, Suite G, Timonium, MD 21093. The VSS is accessible to all interested bidders at this location. Assistance is also available for making the proper connections.

8.3 By your entering the required information into the VSS site, you are taking the first step towards 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.

8.4 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: Go to our website at www.bcps.org and scroll to the bottom of web-page; Click the link: "Do business with BCPS" (under the "How do I?" section); Click onto "Bid Board"; Click onto "Invitation to Bid".

9.0 Inquiries

9.1 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.

9.2 Any inquiries regarding the "SPECIFICATIONS" and/or the "SOLICITATION DOCUMENT" shall be IN WRITING and directed to Jack Nichols at e-mail: jnichols@bcps.org

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

10.0 Addenda and/or Explanation of Bid Documents

10.1 All changes to the bid specifications and/or drawings will be made through the appropriate addenda. Any and all such interpretations and any supplemental instructions will be available to all bidders who pick up 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.

10.2 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.

11.0 Bid Opening

11.1 At the bid opening the bidders' names only will be read.

11.2 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.

11.3 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.

11.4 Bidders may identify any portion of their proposal as "Confidential" marking that individual page. The entire proposal may not be marked "Confidential". If the entire proposal is so marked, the entire proposal will be eligible for review under the Freedom of Information Act.

12.0 Award of Contract

12.1 Method of award will be to the responsive and responsible bidder(s), receiving the most favorable evaluation by BCPS. Multiple Awards may be made if it is in the best interest of Baltimore County Public Schools.

12.2 While pricing will be given consideration, BCPS will evaluate the criteria contained in the technical proposals as the primary evaluation tool.

12.3 BCPS reserves the right to reject all bids and to re-bid for services at its discretion.

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

13.0 Term of Contract

13.1 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 July 31, 2018. The contract may be renewed for an additional five years upon mutual agreement between Baltimore County Public Schools and the vendor.

13.2 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.

13.3 BCPS reserves the option to extend this contract for an additional two year period upon mutual agreement and under the same terms, conditions, and pricing.

14.0 Warranty

14.1 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 a period of at least two (2) years from the date of acceptance of the installation by BCPS. If the manufacturer warrants equipment for a period longer than two years the Award Bidder shall pass through this time frame to BCPS..

15.0 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.

END OF PAGE

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
DEPARTMENT OF FISCAL SERVICES
OFFICE OF PURCHASING

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CONTENTS

Part III: Specific Specifications

The scope of this RFP includes 11 sections:

1. Student Achievement System
2. Employee Effectiveness Support System
3. Gradebook System
4. Web Portal / Collaboration System
5. Learning Management System
6. Content Curriculum Management System
7. Student Information System (SIS)
8. Integration of Systems
9. Implementation and Support Services
10. Marketing and Communications
11. Technical Specifications

All documentation requested in this section should be included in a separate packet and not include any of the cost proposal information.

Cost information should be included in a separate packet.

Both packets must be submitted on or before the due date of June 21, 2013.

1. INTRODUCTION

This Request for Proposals (RFP) is soliciting proposals for software and consulting services to develop a comprehensive instructional improvement system for Baltimore County Public Schools (BCPS). The primary objective is to provide a fully integrated system that brings together all of the district's programs and initiatives around assessments, curriculum, instruction, and reporting and analysis into a single user-friendly platform. The system must also include data-driven tools that provide educators at all levels within the District the means to build and extend teacher capacity. This should be accomplished through personalized learning for all educators by coupling multiple measures of educator development with student performance, then connecting this with the appropriate resources for fostering professional growth.

As part of this comprehensive approach BCPS is also seeking to implement a web-based communication and collaboration tool or set of tools. These tools will provide a single, unified presence to distribute information and actively engage the community in the instructional process. Educators will be able to communicate general school or classroom information with peers, leadership, parents, students, and the general community.

The comprehensive instructional improvement system is broken down into seven major areas and includes:

1. Student Achievement System
    a. Instructional management - will enable the district to improve student achievement by combining data around programs and initiatives including assessments, curriculum, instruction, and reporting and analysis into a single interface.
    b. Assessment administration - will provide schools with the ability to administer formative, summative and benchmark assessments.
    c. Response to intervention - will provide educators access to data which is criteria specific or broad norms in order to build more effective programs.
2. Employee Effectiveness Support System
    a. Educator effectiveness - will provide the ability to perform academic evaluations and also target key areas for improvement through suggested professional development activities.
    b. Professional development - will provide the ability to track professional development for employees as well as create development plans and launch professional development online.
3. Gradebook System - will extend to schools a full-featured grade-keeping application used to record, report and monitor student performance.
4. Web Portal / Collaboration System - will allow parents and guardians to stay informed and engaged in their child's education by providing access to grades, transcripts, schedules, attendance and various other data elements.
5. Learning Management System – will enable the management and delivery of learning content and resources to students online.

6. Content Curriculum Management System - will enable the district to build a digital repository that provides one system to house teaching and learning, research, media and library content.
7. Student Information System (SIS)
    a. Attendance
    b. Enrollment
    c. Grade/Transcript Reporting
    d. Scheduling
    e. Discipline
    f. Transportation
    g. Athletics
    h. Summer School
    i. School Nurse/Health System
    j. World Languages
    k. Course Maintenance
    l. Special Education Programs
    m. School Boundaries
    n. Graduation Progress/Process Tracking
    o. Designee/Court Liaison Tracking
    p. IEP/504 Tracking
    q. Special Functions
    r. System Interfaces
    s. Federal and State Reporting

2. SCOPE OF SERVICES

The scope of this RFP includes 11 sections:

12. Student Achievement System
13. Employee Effectiveness Support System
14. Gradebook System
15. Web Portal / Collaboration System
16. Learning Management System
17. Content Curriculum Management System
18. Student Information System (SIS)
19. Integration of Systems
20. Implementation and Support Services
21. Marketing and Communications
22. Technical Specifications

It is important to note the Student Achievement System, Employee Effectiveness Support System, Gradebook System, Web Portal / Collaboration System, Learning Management System,

Content Curriculum Management System, and Student Information System are each separate items. Interested vendors may propose to provide a turnkey solution encompassing all 7 major systems or any subset thereof. While the District would prefer to procure all systems from a single prime contractor, a separate award may be issued for one or more systems to multiple vendors if the situation warrants such action.

Regardless of the systems any vendor chooses to bid on, Integration of Systems, Implementation and Support Services, and Technical Specifications are mandatory components of every proposal. Vendors must respond to these three sections of the RFP whether they are bidding on one or more of the systems outlined above.

3. FUNCTIONAL REQUIREMENTS

3.1 Student Achievement System

Vendor Requirement(s)	Meets	Does Not Meet	Response
a. Instructional Management Requirements			
3a.1.1 The system must provide school based personnel with timely access to student performance data including assessment results.			
3a.1.2 The system must provide a reporting component that enables teachers, counselors, principals, and other school based personnel to easily identify student and class strengths and needs using intuitive color coded and graphical formats.			
3a.1.3 The system must provide reporting capacity to supply real time, practical, instructional guidance and support for teachers, principals, curriculum specialists, and any District level personnel.			
3a.1.4 The system must be able to flag student and class performance needs from assessment results (particularly time-sensitive curricular and benchmark measures), and align identified needs to instructional resources available through the BCPS online curriculum.			

Vendor Requirement(s)	Meets	Does Not Meet	Response
3a.1.5 The system must provide a curriculum management component which allows district curriculum and instruction teams to create, manage, and deploy a consistent standards-based curriculum directly to teachers' desktops.			
3a.1.6 The system must provide appropriate roles and corresponding security for publishing content across the district and within schools.			
3a.1.7 The system must provide the ability for students to be able to store work products including but not limited to PDF, DOC, PPT, MP3, MP4, and TXT formats that can be submitted to the LMS for teacher evaluation. A minimum of 1 gigabyte storage should be provisioned for each student.			
3a.1.8 The system must allow teachers to search and find instructional materials within the content repository based on skill need, standard and indicator alignment, text complexity, and/or media classification.			
3a.1.9 The system must provide suggestions for personalized learning objects based on student skill deficit.			
b. Assessment Administration Requirements			
3b.1.1 The system must provide an assessment administration system that allows educators to create, deploy, and manage a variety of classroom, school, and district-wide assessment initiatives while also providing reporting and analysis capabilities which allow teachers, principals, and administrators to immediately access student assessment results and make real-time adjustments in instruction where needed.			
3b.1.2 The system must allow BCPS educators to deploy district-created and/or third-party assessment items and tests at the classroom, school and district level.			
3b.1.3 The system must allow access to a variety of assessment dashboards and reports to inform instructional planning, improve decision making and			

Vendor Requirement(s)	Meets	Does Not Meet	Response
to identify struggling students for intervention and differentiated instruction. Dashboards and reports must be aggregated from the teacher level up to the district level.			
3b.1.4 The system must allow educators to analyze assessment results at the subject, standard and item levels, disaggregated by feeder pattern, school, teacher, section, and No Child Left Behind (NCLB) subgroups/ESEA or sub-groups defined by the district as well as programs (STEM, Magnet etc.).			
3b.1.5 The system must centrally manage all aspects of the assessment process including test and item creation, test scheduling, printing, pre-slugging, scanning and assessment data collection progress.			
3b.1.6 The system must allow BCPS to change assessment item and test content vendors freely and in real time without the need to make large-scale changes in the underlying assessment and reporting technology.			
3b.1.7 The system must allow constructed written responses to be scanned and scored and/or keyed with rubric feedback and open comment fields.			
3b.1.8 The system must be able to adjust to meet requirements for special accommodations as outlined by State and Federal guidelines.			
3b.1.9 The system must provide the flexibility to publish anchor items through a parent or student portal providing the ability to practice.			
3b.1.10 The system must integrate with item banks and also provide the ability to create, approve, and publish proprietary content.			
3b.1.11 The system must support world language assessments to enhance ELL and second language students through the use of computer-assisted language learning software.			
3b.1.12 The system must allow for internal assessments to match the specifications of national assessments such as PARCC.			

Vendor Requirement(s)	Meets	Does Not Meet	Response
3b.1.13 The system must support digital alternatives to paper and pencil including but not limited to hosting links, uploading student generated content, and embedding web-based products and must also include integration with mobile technology.			
3b.1.14 The system must support data import and export for all major file types including flat files, spreadsheet files etc.			
3b.1.15 The system must provide authoring tools for students to use for supporting objective mastery.			
c. Response to Intervention (RTI) Requirements			
3c.1.1 The system must provide the ability for BCPS to clearly identify struggling students by automatically triangulating and filtering student data based on district-defined criteria. This should include but not be limited to student assessments, grades, attendance and/or disciplinary information.			
3c.1.2 The system must allow BCPS to easily create intervention teams and plans, assign intervention strategies and tasks from district resources, and schedule plan reviews.			
3c.1.3 The system must organize assessments for learning (RTI) into a user dashboard that is role-based that with the ability to create, view, and modify intervention plans, assigned tasks, and notes.			
3c.1.4 The system must allow for documenting progress with centralized tools to ensure that all intervention team members are aware of their assigned actions and can log observations and track student progress in real-time.			
3c.1.5 The system must provide detailed reports with aggregated data on student eligibility, plan activation and status, and case management meetings.			

3.2 Educator Effectiveness and Professional Development System Requirements

Vendor Requirement(s)	Meets	Does Not Meet	Response
a. Educator Effectiveness Requirements			
3a.2.1 The system must provide individualized professional growth plans for any employee.			
3a.2.2 The system must be able to schedule, collect and record walk ins both formal and informal, announced and un-announced, classroom observations using mobile and online tools against state, district, or school defined templates and forms.			
3a.2.3 The system must allow each employee to view their observations and evaluations on line both current and historical.			
3a.2.4 The system must provide workflow tools to facilitate an observation process from planning through post-observation conferences and integrate with the district's calendaring system(s).			
3a.2.5 The system must allow for the completion and submission of evaluations on line.			
3a.2.6 The system must provide the ability to upload student perception results.			
3a.2.7 The system must provide the ability to review and report multiple measures of educator development.			
3a.2.8 The system must allow BCPS to design (create and customize) its own model (and workflows) for measuring educator effectiveness.			
3a.2.9 The system must allow for attaching of evaluations to personnel electronic records.			
3a.2.10 The system must be able to conduct data analysis across entire staff and should allow for the creation of reports that provide snapshot at grade, school and system level for comprehensive analysis of performance appraisal data.			
3a.2.11 The system must allow for managing and monitoring of employee support programs, e.g. record mentor/mentee hours, document feedback, communication tools, linkage to professional development library etc.			

Vendor Requirement(s)	Meets	Does Not Meet	Response
b. Professional Development Requirements			
3b.2.1 The system must be able to inform and guide professional growth plans with common district and/or school goals and resources.			
3b.2.2 The system must allow for the upload, storage, and retrieval of any supporting electronic artifacts with appropriate permissions.			
3b.2.3 The system must be capable of importing and working with any scoring components that are defined by the district.			
3b.2.4 The system must provide tracking and management of professional development for all employees of the district.			
3b.2.5 The system must have the ability to build PD plans for all employees that are aligned to school and/or district goals			
3b.2.6 The system must be able to measure PD effectiveness through ongoing course and instructor evaluations.			
3b.2.7 The system must provide the ability to track attendance, activity completion, certification credits (where applicable) and costs.			
3b.2.8 The system must provide certification management and offer training transcripts for each employee: The transcript tracks all certification requirements and provides status (i.e. registered, pending approval, completed or verified)			
3b.2.9 The system must provide a PD profile summary for each employee that includes: Profile details such as assignment, certification status and expiration date and goals summary, automatically notify users when their certificate is close to expiration			
3b.2.10 The system must have the ability to create a searchable, online catalog of professional development activities and offerings that: Permits online registration by individuals via activity catalog			
3b.2.11 The system must be able to consolidate			

Vendor Requirement(s)	Meets	Does Not Meet	Response
professional development resources and activities.			
3b.2.12 The system must provide the ability to build a library of professional development resources and materials that can be searched online and cross referenced to Danielson (minimally version 2007) domains and competencies and Maryland Instructional Leadership Framework outcomes.			
3b.2.13 The system must provide the ability for employees to submit requests for professional development topics along with appropriate workflow for approval as defined by the district.			

3.3 Gradebook System Requirements

Vendor Requirement(s)	Meets	Does Not Meet	Response
3.3.1 The system must have multiple levels of user security and controls for managing web page postings and visibility at both the school and district levels.			
3.3.2 The system must have self-service password reset functionality.			
3.3.3 The system must be able to receive daily (at a minimum) uploads of teacher, student and course information.			
3.3.4 The system must be able to have weighted grading, scale and rounding as well as allow for teachers to edit calculations and weights, and offer extra credit options.			
3.3.5 The system must be able to export grade book information into non-proprietary format.			
3.3.6 The system must be capable of standards-based grading.			

Vendor Requirement(s)	Meets	Does Not Meet	Response
3.3.7 The system must be able to record class attendance and report to parents/identified guardians through a portal.			
3.3.8 The system must have a seating chart feature.			
3.3.9 The system must allow for IEP progress reporting and goal reporting. Policy around IEP.			
3.3.10 The system must have the ability to create and generate customized progress and interim reports.			
3.3.11 The system must the ability to accept input of attendance from the District's Student Attendance System			
3.3.12 The system must have the ability to accept input of grades manual and automatic (such as those exported from scantron software in CSV format and exported from or synchronized with the Learning Management System)			
3.3.13 The system must be flexible for teachers to be able set up and use according to their preferences for example creating groups and sub-groups within classes to assign and or omit activities/assignments.			
3.3.14 The system must allow teachers to enter free-form text commenting on student work.			
3.3.15 The system must allow Teachers' to upload data on demand as well as allow for automated scheduling of data uploads per district requirements.			
3.3.16 The system must have the ability to add different attendance markers with a keyed comment field.			
3.3.17 The system must have the ability to enter absent codes for attendance with a keyed comment field.			
3.3.18 The system must be able to accept entries for incomplete work with the ability to add weighting.			

Vendor Requirement(s)	Meets	Does Not Meet	Response
3.3.19 The system must be configurable to account for days the district is closed by graying out those days.			
3.3.20 The system must allow for copying assignments between classes.			
3.3.21 The system must function on mobile devices (e.g., Ipad, Iphone, Galaxy Tablet etc.)			
3.3.22 The system must allow teachers to push multiple assignments at one time.			
3.3.23 The system must allow movement of students and their grades between different sections of the same class.			
3.3.24 The system must allow teachers, site based admins, and central office personnel access to view student and parent views.			

3.4 Web Portal System / Collaboration System Requirements

Vendor Requirement(s)	Meets	Does Not Meet	Response
3.4.1 The system must be capable of handling multiple-parent logins.			
3.4.2 The system must be capable of providing access to guardians recognized in the SIS profile.			
3.4.3 The system must provide a unified web presence for parents and guardians to access everything related to their students including grades, schedules, attendance, assignments, homework, student goals, teacher notes, report cards, interim reports, service learning hours, and standardized test results while also complying with the requirements of Common Core and PARCC.			

Vendor Requirement(s)	Meets	Does Not Meet	Response
3.4.4 The system must be able to disseminate information to parents and guardians online and/or electronically including notifications of attendance, schedules, interim reports, report cards, and any other relevant documents.			
3.4.5 The system must handle the ability to accept published scheduling data for parental/guardian review.			
3.4.6 The system must allow parents and guardians the ability to monitor academic achievement of their children in real-time.			
3.4.7 The system must provide the ability to create a custom calendar to keep track of due dates and school events with the ability to provide electronic notification.			
3.4.8 The system must provide parents and guardians access to detailed performance reports related to standardized state tests and district assessments.			

3.5 Learning Management System Requirements

Vendor Requirement(s)	Meets	Does Not Meet	Response
3.5.1 The system must have a simple and intuitive layout with minimal clicks to access materials.			
3.5.2 The system must provide a repository that allows for content to be organized in a hierarchical structure.			
3.5.3 The system must provide testing tools for creating assessments with multimedia, learning games, and other interactive tools such as polls and provide automated scoring options.			

Vendor Requirement(s)	Meets	Does Not Meet	Response
3.5.4 The system must provide in-depth data gathering and reporting on learning outcomes based on configurable rubrics, and allows for longitudinal analysis of cohorts as well as individuals.			
3.5.5 The system must have open standards (IMS CP, QTI etc.) incorporated wherever appropriate to provide as many options as possible with no proprietary components that require separate licensing or lock in data.			
3.5.6 The system must provide access to content that integrates well with interactive tools.			
3.5.7 The system must provide tools for authoring portable and supported media-rich content, importing content, drag-and-drop interfaces, as well as uploading rich content types such as podcasts, video clips, etc.			
3.5.8 The system must integrate with the District's Gradebook system by providing windows for assignment completion, options for multiple attempts in assignments, and the re-scoring of activities.			
3.5.9 The system must allow for intuitive and one-step embedding from outside content.			
3.5.10 The system must support student portfolios and other alternate assessments.			
3.5.11 The system must provide for limited storage of student files, but should permit school-level LMS administrator to expand storage limits for special cases (Video Production, Graphic Design magnet program students, etc.). Recommended minimum is 1 gigabyte.			
3.5.12 The system must allow for feedback on curriculum			

Vendor Requirement(s)	Meets	Does Not Meet	Response
from teachers for curriculum review and action, and sharing of resources inputted by teachers for peer and curriculum office review. The system must have interoperability with the district's content curriculum management system.			
3.5.13 The system must have firm migration tools with sufficient documentation to allow for migration of existing courses.			
3.5.14 The system must provide a framework for diverse storage and use strategies, from public, private and shared workspaces, to subscription-based content (e.g., podcasts and feeds) to archival content.			
3.5.15 The system must provide copyright management where citations for resources used with permission are housed and linked to objects. The system must also prompt students to select copyright classification before uploading or altering content.			
3.5.16 The system must provide archival tools that support automatic backup of completed courses with student submissions and discussions intact. Instructors have full access and control of completed courses.			
3.5.17 The system must provide a high level of flexibility for the use of email (asynchronous by roster, individual or group) as well as instant messaging, chat and threaded discussions within the confines of the BCPS Acceptable Use Policy.			
3.5.18 The system must provide secure drop-boxes and shared folders for file exchange among students as well as instructors and allow for bulk downloads of attached files.			

Vendor Requirement(s)	Meets	Does Not Meet	Response
3.5.19 The system must provide the hierarchy to support sections within a single course so that course content is shared among sections. Instructors can define sub-groups of students which then link to separate content repositories and tools.			
3.5.20 The system must contain a full-featured e-portfolio tool that provides for gathering, review and presentation of work products to support any portfolio strategy (resume, learning, tenure, etc). Reporting tools allow for individual, departmental or institutional assessments. Should also include opportunities for mentors to provide feedback. Allow for re-submission or artifacts, and the ability for students to publish the portfolio to a presentation link.			
3.5.21 The system must provide a hierarchical and flexible component for anonymous evaluations at course, department and institutional level for either summative or formative purposes. Includes item pools, templating, announcements, reminders, and tools to easily target different audiences.			
3.5.22 The system must provide a collaborative calendar with pop-up announcements. Release of course content and assessments can be easily scheduled for student access.			
3.5.23 The system must provide a campus-wide framework that supports collaborative work such as wiki with version tracking, threaded discussion, instant messaging and chat, whiteboard, web conferencing (audio and video). Enables subgroups to be defined within courses for collaboration. Provides non-course sites to support special project work among small groups.			

3.6 Content Curriculum Management System Requirements

Vendor Requirement(s)	Meets	Does Not Meet	Response
3.6.1 The system must provide the ability to easily search and harvest vetted open educational resources from multiple websites.			
3.6.2 The system must be able to tag content to align with Common Core Standards or district curriculum expectations and outcomes.			
3.6.3 The system must be able to tag content to state and national curriculum standards.			
3.6.4 The system must integrate with Learning Management System			
3.6.5 The system must be able to design and produce own content with appropriate versioning and workflow controls.			
3.6.6 The system must allow newly discovered content to be re-aggregated and re-purposed to create new learning pathways.			
3.6.7 The system must support a wide variety of standards such as IMS, SCORM and METS as well as QTI.			
3.6.8 The system must allow users to rate and comment on content items to increase visibility and use			
3.6.9 The system must be able to manage a full range of content type including images, videos, audio clips, PDFs, Zip files, Word Documents etc.			
3.6.10 The system must be able to manage external content from sources such as Open Educational Resource (OER) initiatives, YouTube, Google Books,			

Vendor Requirement(s)	Meets	Does Not Meet	Response
a. Attendance Requirements			
3a.7.1 The system must handle daily attendance to be taken by homeroom.			
3a.7.2 The system must allow daily attendance to be taken by grade.			
3a.7.3 The system must allow daily attendance to be taken by student group.			
3a.7.4 The system must allow daily attendance to be taken by bus.			
3a.7.5 The system must allow daily attendance to include a positive recording of present rather than just indicating who is absent.			
3a.7.6 The system must allow daily attendance to support MSDE rules for ½ day absence and full-day absence depending on number of hours attending.			
3a.7.7 The system must allow daily attendance to record time and reason of late arrival.			
3a.7.8 The system must allow daily attendance to record time and reason of early dismissal.			
3a.7.9 The system must allow daily attendance to record re-entry time after early dismissal.			
3a.7.10 The system must allow daily attendance to support recording of notes regarding student attendance.			
3a.7.11 The system must allow daily attendance to allow for easy entry of reasons of absence covering multiple days.			
3a.7.12 The system must allow for an automated interface to be provided for transmitting call lists of absent and/or late students to Blackboard Connect or contain the functionality within the system itself.			
3a.7.13 The system must provide a school-wide attendance report listing all attendance events for the day.			
3a.7.14 The system must provide exception reporting for attendance and support the production of attendance letters.			
3a.7.15 The system must provide reporting of attendance rates for specified date ranges for each AYP category.			

Vendor Requirement(s)	Meets	Does Not Meet	Response
3a.7.16 The system must provide drill down reporting on individual attendance rates by AYP category.			
3a.7.17 The system must provide a report of student attendance for responding to legal issues with full detail on attendance for the student for each day enrolled.			
3a.7.18 The system must provide real-time import of daily attendance from the District's building access system.			
3a.7.19 The system must allow period attendance to be taken by teachers in each of their classes.			
3a.7.20 The system's period attendance must include a provision for unexcused absence.			
3a.7.21 The system's period attendance must include provision for unexcused lateness.			
3a.7.22 The system's period attendance should include a positive recording of present rather than just recording absences.			
3a.7.23 The system must not require entry of both period and daily attendance for homeroom sessions tied to particular class periods.			
3a.7.24 The system's period attendance notes should be available to record comments.			
3a.7.25 The system must provide a period attendance detail report by student.			
3a.7.26 The system must provide a period attendance detail report by class.			
3a.7.27 The system must provide support for co-enrolled students to have attendance taken in both their home school and co-enrolled school. (Period and Daily)			
3a.7.28 The system must report which teachers have not recorded attendance. (Daily and Period)			
3a.7.29 The system must provide daily exception reporting by school automatically to the Health Services office with a report of any schools more than 2 standard deviations below their average attendance.			
3a.7.30 The system must support the ability to transmit a detailed daily attendance report to the Maryland State Department of Health and Mental Hygiene (Project Essence)			

Vendor Requirement(s)	Meets	Does Not Meet	Response
b. Enrollment Requirements			
3b.1.1 The system must have the ability to direct workflow and prompt users based on student information entered during the enrollment process. *3b.1.2 Example: If a student's home language is not English, the user will be required to enter ESOL information for the student as part of the enrollment. If the student's home language is English, the ESOL portion of the enrollment process is skipped for the student*			
3b.1.3 The system must have functionality to attach various documents (e.g. birth certificates, residency verification documents, etc.) to student records			
3b.1.4 The system must perform data validation checks (based on BCPS rules and policies) at each point of the enrollment process *3b.1.5 Example: Validate student birthdate/age is consistent with the student grade level*			
3b.1.6 The system must have the ability to store and display student photos			
3b.1.7 The system must have the ability to restrict grade levels based on the school. Schools should not be able to enroll an existing student if the grade level is not appropriate without the intervention of the Office of Student Data. *Example: Elementary Schools only enrolls grades Pre-School through 05*			
3b.1.8 The system will verify that entry and withdrawal dates are tied to the school calendar			
3b.1.9 They system will provide functionality to protect against duplicate enrollments & retrieve lists of existing enrollments when potential duplicates are identified			
3b.1.10 The system will provide functionality to protect against student name changes			
3b.1.11 The system will allow users to manually enter a Student's State ID and will verify the data entered against State Records			

Vendor Requirement(s)	Meets	Does Not Meet	Response
3b.1.12 The system must interface with the State Record keeping system to import and export student enrollment data			
3b.1.13 The system must generate a district Student ID at the time of enrollment			
3b.1.14 The system will have the ability to save and retrieve partially completed student enrollment records			
3b.1.15 The system must restrict the user's ability to finalize the student's enrollment until all required enrollment information is entered for the student			
3b.1.16 The system must have the ability to hide or repress certain student information (and student photos) based on the user's access			
3b.1.17 The system must have the ability to flag and/or mask student identities to protect student privacy (for children with protective orders)			
3b.1.18 The system must require one official school (primary school of record) for each student.			
3b.1.19 The system will prohibit student primary school records from having overlapping dates			
3b.1.20 The system must have the ability to capture and track how students met Early Admissions requirements for 4-year olds enrolling in Kindergarten			
3b.1.21 The system must have the ability to set a 'services-only' enrollment indicator			
3b.1.22 The system must track attending school and the BCPS school providing services for services-only students			
3b.1.23 The system must have the ability to capture the following Demographic-Related Enrollment Details a. Entry Date b. Legal Name (First, Middle, Last) c. Allow user to indicate 'No Middle Name' d. Preferred Name e. SSN f. Grade Level g. Gender h. Birthdate			

Vendor Requirement(s)	Meets	Does Not Meet	Response
i. Identity & Proof of Age Verification (e.g. Birth Certificate, Passport, etc.) j. Is Home Language English? (Yes/No) k. Hispanic/Latino? (Yes/No) l. Racial Categories (Multiple selections allowed)			
3b.1.24 The system must allow users to enter future entry dates for students			
3b.1.25 The system will require the user to enter Pre-Kindergarten Qualifications as part of Pre-Kindergarten enrollments a. Students enrolling in a General Ed PK or Special Ed PK b. Students Qualifying for PK based on Income, IEP, Homelessness, Early Admission or Other criteria			
3b.1.26 The system will collect Prior Care information for Kindergarten Students and report the information to the State (via MMSR system)			
3b.1.27 The system will require students with a home language other than English to be documented and enrolled as a 'World Languages' student as part of the Enrollment process			
3b.1.28 The system will provide functionality to identify foreign exchange students			
3b.1.29 The system must provide functionality to identify and link siblings and student contacts by comparing enrollment records across the district using: a. Names b. Birth Dates c. Phone Number d. Address e. Student ID f. Gender g. SSN			
3b.1.30 The system must provide functionality to manage siblings and student contacts relationships and residency status (resides with student: Yes/No)			
3b.1.31 The system must provide functionality to identify and record siblings outside of the BCPS school system			

Vendor Requirement(s)	Meets	Does Not Meet	Response
3b.1.32 The system must provide functionality to manage student addresses , to include: a. Ability to Indicate Home vs. Mailing Addresses b. Direct Mail To/Generate Mailing Labels for 'Mailing Addresses' if a student has Home and Mailing Address on file c. Ability to use School Address as Temporary Student Home Address d. Flag Student Residences as Shared Domiciles e. Retain Student Address History f. Ability to copy a sibling's address for any sibling that resides with the student g. Verify and standardize all addresses against the address verification service h. Capture bus transportation eligibility based on grade and residence proximity to school			
3b.1.33 The system must provide Shared Domicile administration features, to include: a. Ability to approve shared domicile addresses b. Track the reviewer, review date and approval status c. Enforce annual renewal of shared domicile information			
3b.1.34 The system must have the ability to recalculate home school and projected schools based on home address changes.			
3b.1.35 The system must have functionality to manage homeless student information to include tracking: a. Primary Nighttime Residence (e.g. Shelter, Hotel, etc.) b. Funds used to provide Services (McKinney Funding, Other Funding) c. Unaccompanied Youth Indicator d. Date Transportation Requested e. Date Transportation Fulfilled			
3b.1.36 The system must have the ability track specific residency circumstances and approvals, in and outside			

Vendor Requirement(s)	Meets	Does Not Meet	Response
the county, to include: a. Reside with parent/legal guardian b. Resident in foster home or institution (include agency, agency representative, foster care type and institution name) c. Informal Kinship Agreement (include Informal Kinship Care Reason) d. Reside with non-relative or non-legal guardian e. Other (with ability to add comments)			
3b.1.37 The system must enforce secondary Pupil Personnel Service approval for any students residing outside of Baltimore county and/or students that do not reside with their parent/legal guardian to include: a. Pupil Personnel Worker Name b. Decision Date c. Student Classification (County of Residence) d. MSDE county e. State f. Proof of Residence Documentation Type g. Tuition Required h. Non-Residence Categories			
3b.1.38 The system must provide functionality to manage Non-Resident (e.g. reside outside of Baltimore County) categories (add, edit, delete)			
3b.1.39 The system must automatically withdraw non-residents students at the end of each school and enforce manual renewal			
3b.1.40 The system must provide functionality to manage Special Permission reasons for any students enrolled outside of their designated school zone, to include: a. Add/Edit/Delete Special Permission Reason Codes b. Report on Special Permissions c. Track level of administration that granted permission and approval dates			
3b.1.41 The system must have the ability to manage student contacts to include: a. Contact Names, Address, Relationships, Phone Numbers & Emails			

Vendor Requirement(s)	Meets	Does Not Meet	Response
b. Contact Priority c. Contact Notes d. Contact Preferences for Automated Outreach, Attendance and Emergency Calls & Emails e. Permission to text Cell Phones f. Contact Authorizations (Release students from school, Make Educational Decisions, Receive School Mailings, Reside with Student, Release student to Taxi, Contact Prohibited) g. Share Contacts with Siblings h. Permission to Text Cell Phones i. Validate phone number and email address formats; ability to support phone extensions			
3b.1.42 The system must provide a self-service parent portal for parents to manage their student's contact information			
3b.1.43 The system must have the ability to track student's immunization compliance			
3b.1.44 The system must track immunization compliance exemptions			
3b.1.45 The system must grant temporary immunization exemptions at the beginning of a student's enrollment for 20 calendars days			
3b.1.46 The system must alert the school for any student's that out of compliance for immunization			
3b.1.47 The system must track Emergency Plans for Elementary Students to include: a. Responsible Adult for School Closing Emergency b. Emergency Transport Method (Walk, Pick-Up, Bus)			
3b.1.48 The system must have the ability to manage residency verification, to include: a. Proof of Photo ID b. Lease Verification (Proof of Lease, Lease Expiration, Leasing From, Property Owner Verification)			

Vendor Requirement(s)	Meets	Does Not Meet	Response
c. Ownership Verification (e.g. Deed, Title, Settlement Sheet, etc.) d. Proof of 3 pieces of mail tying person to address (Rule 5150) e. E-Signature of Reviewer & Date			
3b.1.49 The system must provide functionality to track the student's entry basis, to include: a. Track student Entry Basis with District Level Codes b. Translate Student Entry Basis into MSDE Codes c. Track details related to student's previous school d. For students transferring from a Maryland school, track LEA code and school number			
3b.1.50 The system must have the ability to manage Privacy Preferences for Directory Information and Telecommunications & Intellectual Property to include: a. Enforce completion within 30 days of enrollments b. Expire selections annually			
3b.1.51 The system must have functionality to enable to schools to manage enrollment checklists to include: a. Add/Edit/Delete Tasks or Documents required for enrollment b. Track Completion Status and Date c. Track Action taken			
3b.1.52 The system must have the ability to track outstanding student obligations (e.g. missing text books, dues, fees, etc.)			
3b.1.53 The system must have functionality to track specific documents sent home with students and whether completed documents were returned by the students.			
3b.1.54 The system must be able to flag 'carrier' students and generate carrier lists for students with siblings in the same school			
3b.1.55 The system must be able to track Special Services for each student to include:			

Vendor Requirement(s)	Meets	Does Not Meet	Response
a. IEP b. 504 c. Gifted & Talented d. Free & Reduced Meals e. Title-1			
3b.1.56 The system must have the ability to manage student withdrawals, to include: a. Track Effective withdrawal dates and withdrawal reasons b. Ability to withdraw students in advance (enter future dates) c. Track withdrawal reason using State and District Codes d. Manage withdrawal reasons by age and gender of student e. List where student will be attending school upon withdrawal from current school f. Lock student records for students withdrawn due to death and prohibit deceased student re-enrollment			
3b.1.57 The system must have the ability to capture general file notes on students (i.e. general comments related student attendance, discipline, basic information, etc.)			
3b.1.58 The system must have the ability to track various alerts on students, including but not limited to: a. Custody Alerts b. Legal/Protective Orders on File at the School			
3b.1.59 The system must have the ability to display complete enrollment history			
3b.1.60 The system must restrict user's ability to edit student enrollment history data.			
3b.1.61 The system will require a student to be assigned to a homeroom in order to complete enrollment			
3b.1.62 The system must have the ability track student membership in Magnet Programs and Teams			
3b.1.63 The system must provide functionality to support automatic student projections, to include:			

Vendor Requirement(s)	Meets	Does Not Meet	Response
a. Automatically promote student to next grade and school b. Always Maintain the student's projected next school through the current school year c. Track Promotion Status (Promote, Not Promote – Academic, Retain without penalty) d. Ability to override automatic promotion (authorized users) e. Ability to skip student grades (authorized users)			
3b.1.64 The system must have the ability to manage student projection rules, including but not limited to: a. Ability to create special rules for certain programs such as all students in grades 6,7,8 are projected to their home school, or all students in the school are projected to their home schools. b. Prohibit automatic projections of students in alternative centers, special education schools, and self-contained special ed classrooms c. Re-evaluate student's projection upon grade-level changes or address changes.			
3b.1.65 The system must have the ability to co-enroll students.			
3b.1.66 The system must provide staff at student's co-enrolled school access to the following functionality : a. Daily & Period Attendance b. Discipline c. Grades d. Scheduling e. Student Group Management			
3b.1.67 The system will provide Enrollment Reporting, including but not limited to: a. Elementary Report Card Labels b. ELL Student Verification List c. Emergency Contact Info d. Enrollment Projection e. Enrollment Summary f. Entry/Withdrawal Summary Report g. Pending School Enrollments h. Privacy Preference Report			

Vendor Requirement(s)	Meets	Does Not Meet	Response
i. RELL Student List j. Student Cross Reference List k. Student Home Address l. Student Mailing Labels m. Student Roster n. Student Withdrawal o. Homeless Student List			
3b.1.68 The system must have the ability to produce populated MSDE Student Record Cards, per requirements listed in Maryland Student Records System Manual: a. SR-1: Personal Data b. SR-2: Annual Performance, PreK-8 c. SR-3: Annual Secondary Performance d. SR-3A: Supplemental e. SR-3B: Supplemental f. SR-4: State Mandated and Local School System Testing g. SR-5: Health Screening h. SR-7: Maryland Student Withdrawal/Transfer Record			
c. Grade/Transcript Reporting Requirements			
High School Report Card Requirements			
3c.7.1 Grades must be from a valid list of grade for grade level.			
3c.7.2 Final Grades and Final Exam grades are required for all courses on completion. AP and IB courses have optional Final Exam grades.			
3c.7.3 Changes in schedules should be effective immediately in the grade reporting module.			
3c.7.4 Mid-Year projected grade required in 2nd quarter for all Seniors.			
3c.7.5 For courses with infused service learning hours, the system must collect which project was completed and the hours to be awarded to each student. Hours must be			

Vendor Requirement(s)	Meets	Does Not Meet	Response
defaulted so teachers need only enter exceptions.			
3c.7.6 Final Grades must be automatically calculated based on BCPS board policy.			
3c.7.7 Grade exceptions, where a teacher awards a final grade different from the calculated grade must be reported so that administrators can review.			
3c.7.8 Missing grade reports required to show any grades that have not been entered by teachers.			
3c.7.9 High school report card provides performance factors to be rated for each student/course. These factors should default to satisfactory so that teachers can only enter exceptions.			
3c.7.10 Middle School students taking high school classes should have grade captured in such a way that they appear on the middle school report card.			
3c.7.11 Period Attendance and Daily Attendance should appear on the report card automatically.			
3c.7.12 Teacher, Administrator and Department chair security levels are required. a. Teachers should be limited to own classes b. Dept chairs can see all courses in department c. Administrators can see whole school			
3c.7.13 Grade reporting windows should be programmatically enforced so that BCPS board policy distribution dates can be maintained, and labor agreements followed.			
3c.7.14 Schools must be able to include a global comment for all report cards.			
3c.7.15 Teachers must be able to indicate that a conference is requested.			
3c.7.16 Grades of D or E should default to a request for conference.			
3c.7.17 Academic Ineligibility must be calculated and displayed on report card.			
Middle School Report Card Requirements			
3c.7.18 Grades must be from a valid list of grade for grade level.			

Vendor Requirement(s)	Meets	Does Not Meet	Response
3c.7.19 Final Grades are required for all courses on completion.			
3c.7.20 Changes in schedules should be effective immediately in the grade reporting module.			
3c.7.21 Missing grade reports required to show any grades that have not been entered by teachers.			
3c.7.22 Middle school report card provides performance factors to be rated for each student/course. These factors should default to satisfactory so that teachers can only enter exceptions.			
3c.7.23 Elementary students taking middle school classes should have grade captured in such a way that they appear on the middle school report card.			
3c.7.24 Period Attendance and Daily Attendance should appear on the report card automatically.			
3c.7.25 Teacher, Administrator and Department chair security levels are required. a. Teachers should be limited to own classes b. Dept chairs can see all courses in department c. Administrators can see whole school			
3c.7.26 Grade reporting windows should be programmatically enforced so that BCPS board policy distribution dates can be maintained, and labor agreements followed.			
3c.7.27 Schools must be able to include a global comment for all report cards.			
3c.7.28 Teachers must be able to indicate that a conference is requested.			
3c.7.29 Grades of D or E should default to a request for conference.			
3c.7.30 School-specific team comments are required.			
3c.7.31 Teachers can (at a student level rather than class level) add up to 3 team comments.			
3c.7.32 Missing grade reports required to show any grades that have not been entered by teachers.			
Elementary School Report Card Requirements			

Vendor Requirement(s)	Meets	Does Not Meet	Response
3c.7.33 Grades must be from a valid list of grade for grade level.			
3c.7.34 Must be able to enter report card data for students who have withdrawn.			
3c.7.35 Support required for all BCPS report cards Grade 3-5, Grade 1-2, KG, PK – 4 yr old, PK – 3 yr old			
3c.7.36 Special report card section required for Immersion French program.			
3c.7.37 Support is required for 4 quarters of free-form text comments for each student.			
3c.7.38 Communication of fall placement decision required for 4th quarter report cards.			
3c.7.39 Report required of who has not completed grades so that administrators can monitor progress.			
3c.7.40 Administrators must be able to easily review teacher's comments prior to production of report cards.			
3c.7.41 Interim Report Cards (Middle and High)			
3c.7.42 System must support an interim progress report which can contain more specific information on grades (e.g. numeric score vs. letter grade).			
3c.7.43 Report should support comments and conference requests.			
3c.7.44 Reports should be available to track which teachers have not produced interims.			
Grade Reporting (Other)			
3c.7.45 System should prompt for and capture Withdrawal grades. (i.e. the current grade in course when a student withdraws).			
3c.7.46 System must calculate quarterly, projected and earned GPA according to BCPS rules.			
3c.7.47 System must calculate quarterly, projected and earned QPA (Quality Point Average) according to BCPS rules.			
3c.7.48 System must calculate class rank based on QPA and based on GPA.			
3c.7.49 System must flag students as being in top 5%, 10%			

Vendor Requirement(s)	Meets	Does Not Meet	Response
and 20% by class rank (GPA and QPA).			
3c.7.50 A history of class ranks must be maintained and only particular points in time used on official transcripts.			
3c.7.51 System must calculate eligibility for BCPS Honor Roll.			
3c.7.52 System must calculate eligibility for National Honor Society			
3c.7.53 System must determine academic eligibility for each quarter.			
3c.7.54 There must be an easy way to transfer grades among BCPS schools as students transfer and register for the same or similar courses.			
3c.7.55 Deficiency reporting of students receiving D's or E's must be provided and allow for production of letters to alert parents to the possibility of failure.			
3c.7.56 Administrators must have a report that analyzes grade distribution for a teacher.			
3c.7.57 Straight A list report is required with indication of straight A's for the quarter and for the entire year.			
Transcripts			
3c.7.58 The system must have the ability to produce the official MSDE version of student transcripts (SR-3 Cards)			
3c.7.59 The system must have the ability to produce the official BCPS version of student transcripts			
3c.7.60 The system must have the ability to store and display administrator signatures on transcripts			
3c.7.61 The system accept **Electronic Transcript** requests for enrolled secondary students, BCPS graduates and former students			
3c.7.62 The system must accept and process Electronic Transcript requests for institutions registered with USM's Systems and the SPEEDE server			
3c.7.63 The system will generate Electronic Transcripts using the EDI layout specified by USM & SPEEDE			

Vendor Requirement(s)	Meets	Does Not Meet	Response
3c.7.64 The system will generate and submit electronic transcripts that include the same information as the printed transcripts			
3c.7.65 The system will track and store transcript submission statuses, if applicable			
3c.7.66 The system will automatically deliver Electronic Transcripts for any schools that have been flagged to receive Final Transcripts for a student			
3c.7.67 The system will allow users to submit Electronic Transcripts by Student Groups			
3c.7.68 The system must have the ability to receive transcript processing errors from receiving institutions			
3c.7.69 The system will provide GUI screens and reports to allow users to monitor Electronic Transcript submission statuses			
3c.7.70 The system must automatically convert final grade records into the course history records needed to complete the transcripts.			
3c.7.71 The system must provide GUI screens to permit manual entry of course history records for transfer students.			
3c.7.72 The system must retain transcript course history records for at least two years after a student graduates from BCPS.			
3c.7.73 The system must have the ability to manage HSA exemptions, to include: a. Track HSA exams/subjects eligible for exemptions b. Prompt user to enter exemptions upon entry of HSA Couse History records c. Store HSA exemptions by student			
3c.7.74 The system must be able to recalculate Cumulative Earned and Projected GPAs and QPAs as course history records are updated.			
3c.7.75 The system must be able to recognize and provide official names for MSDE schools when course history records are being entered for transfer students.			

Vendor Requirement(s)	Meets	Does Not Meet	Response
3c.7.76 The system must allow the user to type in the name of a non-MSDE school when course history records are being entered for transfer students.			
3c.7.77 The transcript must be able to display mid-year grades for 12th graders after second-quarter grade reporting is finalized.			
Reports			
3c.7.78 The system must provide the following user reports, including but not limited to: a. Incomplete Interim Listing b. Interim Grade Summary c. Academic Honor Roll List d. Class List e. Class Ranking f. Deficiency List g. Extracurricular Activity Ineligibility List h. Grade Analysis by Department i. Grade Analysis by Teacher j. Grade Exception List k. Missing Grade List l. National Honor Society List m. Straight A List n. Utility List			
d. Scheduling Requirements			
3d.7.1 The system must support scheduling for all Elementary, Middle and High Schools to include Evening High School, Summer School and Home and Hospital			
3d.7.2 The system must support a variety of scheduling calendar and scheduling options in all schools (e.g. terms, semesters, periods, etc.)			
3d.7.3 The system must support student load of approximately 100k+ during any given school year.			
3d.7.4 The system must support up to 350 concurrent scheduling users, especially during heavy usage periods			

Vendor Requirement(s)	Meets	Does Not Meet	Response
(e.g. after grade reporting, during scheduling processes: loading master schedules, running ACRS, etc.)			
3d.7.5 The system must provide access to current and planning year schedules			
3d.7.6 The scheduling system must have the ability to interface with the Student Information System and support any customizations required for county and state data usage and reporting purposes (e.g. MSA Test Scores, PSAT Scores, Learning Profiles, IEP/504 designations, Student Academic Tracks, etc.)			
3d.7.7 The system must have the ability to import, link to or otherwise interface with the District Master Course File			
3d.7.8 The system must provide functionality to set up District and School Calendars, to include: a. Create New Calendar b. Modify Calendars c. Synchronize Calendars d. Define Terms e. Modify Individual Calendar Days f. Define Day Schedules g. Define Day Cycle Schedules h. Assign Time Slots to Day Schedules			
3d.7.9 The system must provide functionality to manage Courses at District and School Levels, to include: a. View, Add, Modify, Delete Courses at District & School Levels b. Change Course Status (Active/Inactive)			
3d.7.10 The system must allow users to manage Master Schedules, to include: a. Create Master Schedule b. Build Master Schedule c. Load Master Schedule d. Generate Load Statistics e. Utilize Conflict Matrix in Placing Courses f. Analyze and Adjust Master Schedule Courses and Student Load Balances			

Vendor Requirement(s)	Meets	Does Not Meet	Response
g. Analyze Conflicts, Full Classes, Load Failures, Unscheduled Students h. Finalize Master Schedule i. Modify/Maintain Master Schedule			
3d.7.11 The system shall provide a scheduling checklist to provide users with scheduling workflow details and track the user's place in the scheduling process			
3d.7.12 The system must provide functionality to schedule lunches and assign student homerooms			
3d.7.13 The system must provide Meet Code Administration functionality, to include: a.Add New Meet Codes b. Modify c.Delete			
3d.7.14 The system must provide functionality to manage School Bell Schedules (Bell Name, Bell Time, Bell Types), to include: a.Add New Schedules b. Edit c.Delete			
3d.7.15 The system must provide functionality to define Grade Periods			
3d.7.16 The system must provide functionality for Teacher Management, to include: a.Add New Teacher b. Manage Teacher School Assignments (Add, Edit, Delete) c.Manage Teacher Course Assignment (Assign, Remove Courses/Teachers)			
3d.7.17 The system must provide functionality for Classroom Administration, to include: a.Manage Classrooms (Add, Edit, Delete, Deactivate) b. Assign Courses to Rooms			
3d.7.18 The system must provide functionality for manage Counselor Assignments, to include: a.Define Teachers/Staff as Counselors b. View and Verify Student/Counselor Assignments			

Vendor Requirement(s)	Meets	Does Not Meet	Response
c. Assign Students to Counselor d. Remove Students from Counselor b. Create and Manage Counselor Groups			
3d.7.19 The system must provide functionality to create and manage student groups			
3d.7.20 The system must allow users to Manage Scheduler Settings a. Add, Edit, Delete, View Scheduling Rules b. Define Global Scheduler Settings			
3d.7.21 The system must allow users to perform Overrides of General Course Properties and Scheduling Course Properties, including but not limited to: a. Course Duration b. Credit Earned c. Class Sizes d. Class Length e. Spread f. Term Limitations g. Minimum/Maximum Sections			
3d.7.22 The system must provide functionality to support Automatic Course Requests, to include: a. Create & Define District ACR Rules b. Crease & Define School Level ACR Rules c. Transfer ACRS d. Delete ACRS e. Partial Transfers and Deletes of ACRs (through use of Filters) f. Run ACRS			
3d.7.23 The system must provide Team Management functionality, to include: a. Add Teams b. Define Students in Teams c. Add/Remove/Move Students in Teams d. Define Teachers in Teams e. Add/Remove/Move Teachers in Teams f. Build Team Scheduling Rules g. Create Team Schedules			
3d.7.24 The system provide functionality to manage Student Course Requests, to include:			

Vendor Requirement(s)	Meets	Does Not Meet	Response
a.Retrieve and View Requests b. Generate Course Requests from lists, ACRs, Course Plan, Previous Schedules, etc. c.Prioritize Requests d. Drop Requests e.Edit Requests			
3d.7.25 The system must provide functionality to Manage and Configure Classes, to include: a.Create Class Sections b. Assign Teachers and Rooms to Classes c.Certify Teachers for Classes d. Assign Meeting Time e.Combine Class Section f. Link Sections g. Lock Classes h. Add Classes i. Edit Classes j. Delete Classes			
3d.7.26 The system must provide functionality for automatic assignments, including but not limited to: a.Auto-Assign Teachers b. Auto-Assign Rooms c.Auto-Assign Meeting Times			
3d.7.27 The system must provide functionality to perform batch assignments, including but not limited to: a.Teachers b. Rooms			
3d.7.28 The system must provide functionality to Block Schedules			
3d.7.29 The system must provide functionality to search for missing Meeting Times			
3d.7.30 The system must provide Search Features and Filters to allow users to search through Student Records, Teachers, Classes, etc.			
3d.7.31 The system must provide functionality to allow for set-up and maintenance of user-defined filters			
3d.7.32 The system must provide functionality to allow users to manage Student Schedules, to include: a.Hand-scheduling			

Vendor Requirement(s)	Meets	Does Not Meet	Response
b. Walk-in scheduling c. Pre-assign classes d. View and Edit Schedules e. Lock individual schedules			
3d.7.33 The system must provide functionality to manage Class Rosters, to include: a. View Rosters b. Add/Drop Students c. Move/Copy Students to/from Another Roster			
3d.7.34 The system must support hand-scheduling and walk-in scheduling at any point during the school year			
3d.7.35 The system must support scheduling for co-enrolled students			
3d.7.36 The system must provide functionality to generate and print Student Schedules and Teacher Schedules			
3d.7.37 The system must provide a suite of reports to support the scheduling process as well as a platform for BCPS to develop and generate customized reports using Scheduling and Student Information data. Custom Report requirements include, but are not limited to: a. Senior Graduation Status b. Graduation Profile c. Incomplete Graduation Requirements d. Unmet Graduation Requirements e. Underclassmen not on track to promote f. Students Scheduled for Previously Completed g. Student List Schedule h. Student Matrix Schedule i. Duplicate Course Request j. Add Drops k. Request Tally by Department (HS) l. Request Tally by Department (MS) m. Schedule Conflicts n. Duplicate Course Scheduled o. Course Request Verification p. Request for Previously Completed q. AP Students			

Vendor Requirement(s)	Meets	Does Not Meet	Response
r. HSA List s. HSA Status for Students who have not passed HSA requirements t. Junior Class SAT Readiness u. Students in HSA courses v. Students who have not met HSA w. Student List x. Students with Co-Enrollments y. Summer School Grades z. Teacher Matrix Schedule aa. CTE Program GPA bb. Partial Student cc. AYP Race dd. Class Grid ee. HSA Scores ff. MSA Scores gg. Birthday List hh. HR Teacher ii. IEP 504 jj. Teams and Counselors kk. Orphaned Co-Enrollments ll. Dual Completers mm. Room Schedule nn. Teacher Free Periods oo. Teacher List Scheduled pp. Student Test Scores qq. Student Tracks by Curricular Program rr. Middle School GPAs ss. Scheduled Course Grade Tally tt. Conflict Matrix Report			
e. Discipline Requirements			
3e.7.1 The System must provide functionality to Search and Locate existing cases in varying status. The Search Criteria should include (at a minimum), but not be limited to: a. Student Name (Last, First) b. Student ID Number c. Student Gender (limited list)			

Vendor Requirement(s)	Meets	Does Not Meet	Response
d. Student Currently Enrolled Grade e. Student current Enrollment Status (limited list) f. Incident Date g. Incident Type h. Suspension Type (limited list)			
3e.7.2 The User must be display a summary of each incident found with a minimum of the following: a. Student Name b. Student ID c. Suspending School d. Incident Date e. Referring Administrator, Teacher or Staff member f. Incident Type (Major or Minor) g. Primary Offense Charge h. Primary Action Taken (if any depending on status) i. Length of primary action (e.g. 5d (days) or 4h (hours))			
3e.7.3 The System must be able to support and differentiate between incident type (major, minor, other) as follows: a. Major – any referral handled in the school office by an administrator b. Minor – any incident handled by Teacher in classroom c. Other – all cases which do not fit the above (Program Review, Criminal Reportable Offense, Suspension, Scope of Authority, Crossroads Contract Violation, Institutional Intake). These are used to create the described hearing cases with the assigned Superintendent's Designee.			
3e.7.4 The System shall be dynamic to allow changes to School Personnel (when assignments change).			
3e.7.5 The System will not allow incident visibility between the Schools.			
3e.7.6 The System will limit visibility of teachers to students currently enrolled in their classes/sections.			
3e.7.7 The System shall provide the Users with an interface design that allows efficient/easy navigation between			

Vendor Requirement(s)	Meets	Does Not Meet	Response
cases and different sections of each incident.			
3e.7.8 The System must enforce easily definable workflow logic to ensure the crucial information has been entered.			
3e.7.9 The System must actively support the PBIS (Positive Behavioral Interventions and Supports) paradigm as well as be easily modified to support other future initiatives as identified/adopted.			
3e.7.10 The System must support the following MSDE initiatives by capturing and replicating the appropriate MSDE forms: a. Safe Schools (Harassment& Bullying) b. Gang-Related			
3e.7.11 The System shall integrate the Safe Schools/Gang functionality into the main line Discipline incident entry/tracking to eliminate double entry by the school personnel.			
3e.7.12 The system shall interface with the Superintendent's Designee system to allow automatic creation and assignment of the follow case types: a. Board Suspension b. Criminal Reportable Offense c. Crossroads Contract Violation d. Scope of Authority e. Program Review f. Institutional Intake g. Additional (future) as defined by Executive Director			
3e.7.13 The Main Landing Page for the Discipline Incident entry must include the following subject areas which should be efficiently navigated while enforcing established workflow: a. Basic Information (see separate requirement for details) b. Major Offense (see separate requirement for details)			

Vendor Requirement(s)	Meets	Does Not Meet	Respon sc
c. Victim information (see separate requirement for details) d. Offender information (see separate requirement for details) e. Injury information (see separate requirement for details) f. Incident Motivation information (see separate requirement for details) g. User Defined information (see separate requirement for details) h. Notes -incident level (see separate requirement for details) i. Action(s) taken (see separate requirement for details) j. Suspension Detail Information (see separate requirement for details)			
3e.7.14 The System shall provide a display of the following statistics which are to be displayed at all-times throughout the incident process. a. Enrollment status b. Total number days absent YTD c. Total number of days suspended YTD d. IEP/504 status (when applicable)			
3e.7.15 The Basic Information (case landing page) should consist of the following data elements: a. Incident Type (Major, Minor, Other) b. Administrator Handling case (limited list) c. Date and time Incident occurred d. Location where Incident occurred (limited list) e. Name of Person reporting Incident f. Phone number of Person reporting Incident g. Email Address of Person reporting Incident h. Relationship of Person reporting Incident to Offender i. Date Incident was reported			

Vendor Requirement(s)	Meets	Does Not Meet	Response
3e.7.16 The Major Offense Information should consist of the following data elements: a. Offense Category (1,2, or 3) b. Offense Sub-Category (limited list) c. Offense Charge (limited list) d. Police Involved flag e. Police Notification Date f. Central Control Number g. Student Charged flag h. The screen should display a running set of applied charges for the case.			
3e.7.17 The System shall display all charges brought against the student by the school.			
3e.7.18 The System will display the charges in the following order: a. Primary charge b. Charges with highest severity (as determined by category) to lowest severity			
3e.7.19 The System will determine cases that involve drug or substance possession and automatically create a case for the Court Liaison to track the results provided by the state police crime lab (see Court Liaison Requirements for detail on process once created).			
3e.7.20 The Victims Information should consist of the following data elements: a. Is BCPS Student flag b. Name of school where victim is currently enrolled (if applicable) c. Victim first name d. Victim last name e. Victim age in years f. Total number of school days missed due to incident			
3e.7.21 The System must restrict case to a single victim to mimic the MSDE Harassment Reporting Form.			
3e.7.22 If Victim is a BCPS student, limited list of students should be displayed to choose from to minimize data entry error.			

Vendor Requirement(s)	Meets	Does Not Meet	Response
3e.7.23 The System must allow edit or to expunge the Victim record. Note: A Victim record is mandatory.			
3e.7.24 The Offender Information should consist of the following data elements: a. Is BCPS Student flag b. Name of school where victim is currently enrolled (if applicable) c. Victim first name d. Victim last name e. Victim age in years f. Total number of school days missed due to incident			
3e.7.25 The system must allow entry of multiple offenders.			
3e.7.26 The system must allow edit and deletion of existing offender records.			
3e.7.27 The System must track whether a physical injury resulted from the incident.			
3e.7.28 The System must track whether permanent effects resulted from the injury.			
3e.7.29 The System must track whether psychological injury resulted from the incident and whether psych services were sought.			
3e.7.30 The System must track the following data elements for Motivation a. Motivation for the incident (limited list). b. Description of the motivation c. Capture description of 'Other' if selected as a motivation.			
3e.7.31 The System should allow multiple motivation records to be entered for each incident, but only one should be marked as the primary.			
3e.7.32 The Action Taken information should consist of the following data elements: a. Type of Action (limited list) b. Description of Action Taken - dependent on Action Type (limited list) c. Action Taken Date d. Action Effective Date			

Vendor Requirement(s)	Meets	Does Not Meet	Response
e. Length of the Action f. Units for Length of Action (limited list) g. BCPS Disposition Code (limited list)			
3e.7.33 The System must limit the User to Disposition Codes appropriate for the current case situation.			
3e.7.34 The System must support the entry of multiple actions of any of the allowed action types.			
3e.7.35 The System must allow the User to edit and/or delete any actions taken with the exception of a Board suspension. Once Designee case is created, the System should not allow edit or delete of the school case/incident.			
3e.7.36 If the Action Taken is a Board Suspension, the System must accomplish the following tasks successfully: a. Create a new case in the Designee system b. Email the Assigned Designee and their Secretary to notify them of the arrival of the new case which needs to be scheduled (see Designee System Requirements) c. Set a lock to prevent student from being enrolled in any BCPS non-alternative setting. d. Default the suspension days to 5.			
3e.7.37 If the Action Taken is an out-of-school suspension, the System must create Attendance records with the absence reason coded for suspension for each day of the suspension.			
3e.7.38 The System must support the following suspension length increments: a. in-school – ½ day b. Out-of-school & Board – full day			
3e.7.39 The System must track whether FAPE was provided and the FAPE type for IEP/504 students on each incident.			
3e.7.40 The System must allow production/printing of Request Parent Conference Notice from the Action Taken screen.			
3e.7.41 The System will allow the User to automatically			

Vendor Requirement(s)	Meets	Does Not Meet	Response
notify all teachers in the suspended student's current schedule by email of the suspension.			
3e.7.42 The System will allow the User to automatically notify all teachers in the suspended student's current schedule by email of the reinstatement from the suspension.			
3e.7.43 The System must allow the User to track and maintain various detail information regarding suspensions. Each of the data points should contain a check box to signify the inclusion of the data point. The data points to be tracked, at a minimum, are as follows: a. Charge Notification Type (limited list). b. Charge Notification Date c. Date Notice of In-school Suspension was provided (limited to in-school suspensions). d. Notice of Temporary Suspension (limited to out-of-school suspensions). e. Date the student's teachers were notified of the suspension. f. Date Notice of PPW Suspension was provided (limited to PPW suspensions). g. Date PPW Package was prepared. h. Date PPW Package was sent to PPW. i. Parent Conference Date j. Notice of Suspension (limited to Board suspensions) k. Evidence Description (for inclusion in the Board suspension notice). l. Witness(es) List (for inclusion in the Board suspension notice). m. Date Designee Packet was prepared. n. Date Designee Packet was sent to Designee's office. o. Date the Designee Hearing was scheduled. p. Designee Hearing Date q. BCPS Disposition Code r. Date re-instatement conference was held s. Date of student re-instatement			

Vendor Requirement(s)	Meets	Does Not Meet	Response
t. Date Teachers were notified of re-instatement.			
3e.7.44 The System will produce the suspension notices, first displaying them using Adobe Acrobat Reader, then allowing the User to save a copy to a User-specified disk/folder as well as printing the notice on any defined printer.			
3e.7.45 The System should produce the documents required for the Designee Packet (Board suspensions only), forwarding them electronically to the Designees office upon creation.			
3e.7.46 The System will store BCPS Disposition Code and have the ability to convert it to the appropriate MSDE disposition code.			
3e.7.47 The System will store the BCPS Offense Codes and have the ability to convert them to the appropriate MSDE offense codes. This is only required of the PRIMARY charge code.			
3e.7.48 The System must enforce continuous enrollment by automatically accounting for / applying all suspension days to correct school.			
3e.7.49 The System must correctly record attendance for all suspension days.			
3e.7.50 The System must correctly record all FAPE days for IEP/504 students.			
3e.7.51 The System will correctly account for all suspension days including those expunged to allow accurate reporting to MSDE. This function must hold up to a state audit.			
3e.7.52 The System shall include the following reports a. Invalid Suspension Report b. Monthly Student Suspension Log c. PBIS Referrals by Location d. PBIS Referrals by Problem Behavior e. PBIS Referrals by Staff f. PBIS Referrals by Student g. Referrals by Time-of-Day h. Referrals Per Day By Month i. Safe Schools Report			

Vendor Requirement(s)	Meets	Does Not Meet	Response
j. School Incident Log k. Student Discipline History l. Student Incident Detail Report m. Suspension Re-Instatement Report n. Suspension Summary Report o. Variable (User-Defined Reports)			
3e.7.53 The System shall allow other Safe Schools Report to contain the option of being produced for a single school or the entire system along with a defaulted dates as follows: a. Start Date – first day of the reporting school year b. End Date – the last day of the reporting school year			
3e.7.54 The report security should limit visibility to the selected school. Central Office Users shall be allowed to run the report for the entire system or specific school.			
3e.7.55 The System shall limit display of data on reports to the individual schools unless the user has central office access.			
3e.7.56 The System shall allow Users to sort report at will on any of the following criteria (dependent on report type) a. School b. Student c. Teacher d. Section e. Date f. Offense Type g. Sped/504			
3e.7.57 The System shall include the ability to produce the following notices Microsoft Word: a. Request Parent Conference b. In-School Suspension c. Out-of-School Suspension (Notice of Temporary Suspension - BEBCO 84-042-82) d. Board Suspension (Notice of Suspension - BEBCO 84-040-89)			

Vendor Requirement(s)	Meets	Does Not Meet	Response
e. PPW Suspension			
3e.7.58 The System will allow manual editing of any-and-all notices produced through the system.			
3e.7.59 The System shall allow the User to automatically produce multiple copies of the notice(s) or save a copy to a location specified by the User on the computer or server.			
3e.7.60 The System must support Expungement of incidents.			
3e.7.61 The System will lock down the incident and not allow expungement by the school once a Board suspension has been created. The exception to this would be Designee cases on IEP/504 students where it is determined the infraction was a result of manifestation.			
3e.7.62 The System must delete all identifying information from an expunged incident.			
3e.7.63 The System must account for any-and-all suspension days served on expunged incidents.			
3e.7.64 The System must visually distinguish between incident in the current school year and those from past years.			
3e.7.65 The System will not allow editing of prior year incidents unless it is an open case.			
3e.7.66 The System must support the following records retention schedule for Disciplinary incidents: a. Minor incidents are deleted at the end of each school year as a part of Summer Re-org. b. Major incidents not resulting in a suspension action are retained until the student withdraws from the school where the incident occurred. At that time, the incident is deleted. c. Major incidents resulting in suspension of any type are maintained permanently as part of the student's record.			
3e.7.67 The System must allow the Users to define up to eight (8) data points as user-defined fields.			
f. Transportation Requirements			

Vendor Requirement(s)	Meets	Does Not Meet	Response
3f.7.1 The system must provide functionality to manage School Buses at the School Level (Bus Name & Description) including adding, editing, and deleting buses.			
3f.7.2 The system must provide functionality to manage Bus Stops at the School Level (Bus Name, Stop Name, Stop Description) a. Add New Stops b. Edit c. Delete			
3f.7.3 The system must allow user-defined transportation modes, buses and routes to be created (e.g. Grandma's house, Playkeepers, etc).			
3f.7.4 The system must provide Transportation Reporting, including but not limited to: a. Pupil Transportation Planning Report b. Student Bus List Report c. Student Bus Card Report (produce bus cards for PK & KG Students on predefined stock) d. Student Transportation Assignments Report e. Unassigned Students Report			
3f.7.5 The system must allow student bus stop assignments as follows: a. The system must allow students to be assigned to different bus stops for the AM/PM/Noon run of each day of the week (eg. Mon AM, Mon Noon, Mon PM). Note: Noon routes are limited to Pre-K students. b. The system should require at a minimum one bus stop for each student. This must be a BCPS bus (unless student is a walker). Additional stops can be added to handle varying situations. c. The system must allow multiple (bulk) student assignments to be performed with one action (e.g. pick 10 students and assign them to one stop/time combination with one assignment action). d. When doing multiple student assignment, allow sort by			

Vendor Requirement(s)	Meets	Does Not Meet	Response
e. Student address f. Student name (last, first, middle) g. For single student during the enrollment process.			
3f.7.6 The system must keep track of the following: a. Walkers b. Parent transported c. Student (self) transported (eg. Student drivers)			
3f.7.7 The system must allow multiple buses for each stop/route for a. Same run time (eg. 2 buses are required due to large number of students assigned to stop (apartment house)). b. different run times (eg. Bus 9999 for route A in the AM, Bus 7777 for the PM route A).			
3f.7.8 The system must allow stops for multiple schools on the same bus (eg. MS and HS students picked up together and dropped at respective schools).			
3f.7.9 The system must handle students enrolled in multiple schools (eg: picked up and delivered to school A in morning. Transported from School A to School B at noon, Delivered from School B to home stop in PM). Refer to requirement above re: multiple stops and times for additional required assignment flexibility.			
3f.7.10 The system must handle routes that consist of: a. one stop to constitute a valid route (eg. High density apartments). b. an unlimited number of stops for a route (e.g. Special Ed students are individually picked up at their door).			
3f.7.11 The system should track the capacity of the individual buses and not allow assignment of more than the stated capacity when student bus stop assignment is performed. a. Must allow this to be overridden in case of high school where many students drive, but are still required to have assigned bus stop.			
3f.7.12 The system must allow buses to be grouped by user-defined criteria such as (but not limited to):			

Vendor Requirement(s)	Meets	Does Not Meet	Response
a. Contract b. Assigned bus lot c. Area			
3f.7.13 The system must allow for transportation of Alternative students (e.g. Evening High, Rosedale, etc). Note: transportation to EHS is exception, not the rule, but does occur in extraordinary circumstances and therefore must be accounted for.			
3f.7.14 The system must produce a spreadsheet with eligible ridership numbers a. Must count and total Bus Riders and Walkers separately by school along with a system (BCPS) total. b. Must tie out to the school enrolled population (Spreadsheet is used by Transportation Finance for funding claim to MSDE). c. Access to this spreadsheet should be limited to a defined list of users determined by the Director of Transportation. d. This spreadsheet must be able to be produced on demand. e. Must be able to sort by school number, school name, ascending and descending ridership counts.			
g. Athletic Requirements			
3g.7.1 The system must contain tools for Athletic directors to manage eligibility.			
3g.7.2 The system must allow student eligibility for all sports to be tracked, and automated tools provided for selecting final rosters.			
3g.7.3 The system must provide automatic qualification and reporting for various county and state performance awards.			
3g.7.4 The system must allow for rosters to be maintained at the tryout, varsity, and junior varsity level.			
3g.7.5 The system must allow for rosters to include both athletes (on-the-field participants) and team managers and differentiate between the two.			

Vendor Requirement(s)	Meets	Does Not Meet	Response
3g.7.6 The system must regulate rosters so they are not open to students who are deemed ineligible to participate based on academic performance, age, disciplinary status, or number of previous seasons in a single sport.			
3g.7.7 The system must utilize the BCPS report card (if received) in the previous academic quarter to drive Academic eligibility.			
3g.7.8 The system must not restrict newly-enrolled students who did not receive a BCPS report card in the previous quarter from participating if they are able to demonstrate that all eligibility requirements are met.			
3g.7.9 The system's rosters must include a student's Insurance Provider (all participants) and Last Physical Date (mandatory for athletes).			
3g.7.10 The system must provide alerts to Athletic directors for students who are playing under a soon-to-be/expired physical exam (good for one calendar year).			
3g.7.11 The system roster history must be maintained for athletes who are cut from a team after the first day of practice (the date that the "eligibility clock" starts each season).			
3g.7.12 The system must provide Athletic Directors with the ability to produce reports that explain why a student deemed ineligible to participate has been identified as such.			
3g.7.13 The system must allow athletes with a Quarter GPA of 3.0 or higher to be recognized at the District Level.			
3g.7.14 The system must be able to produce The Maryland Public Secondary Schools Athletic Association (MPSSAA) worksheet for annual reporting.			
h. Summer School Requirements			
3h.7.1 The system must allow schools to enter recommendations for summer school.			
3h.7.2 Recommendation will include choosing a center and a course and, in the case of high school students, an			

Vendor Requirement(s)	Meets	Does Not Meet	Respon se
alternative course.			
3h.7.3 The system will print and track an electronic summer school registration form that parents must fill out and return to the summer school office.			
3h.7.4 The summer school office must be able to electronically process summer school registration forms.			
3h.7.5 The summer school office must have the ability to change the chosen center and course.			
3h.7.6 Problems with incomplete registrations must be tracked.			
3h.7.7 Registration must be fast enough to allow in-person registration to be processed while registrants are lined up waiting.			
3h.7.8 The summer school office must have the ability to make changes to student contact information.			
3h.7.9 System must do accounting and track payments by check, money order, credit card.			
3h.7.10 A 100% waiver is given for active Medical Assistance. The system must provide an electronic interface to MD State Dept. of Health to verify eligibility.			
3h.7.11 System must track other waivers of varying amounts for multiple waiver reasons.			
3h.7.12 System must reverse the payment if MA eligibility is denied.			
3h.7.13 System must produce a file of credit card payments in the format required by the payment processor.			
3h.7.14 System must produce a file of check requests in a format required by the BCPS accounts payable system in order to process refunds.			
3h.7.15 System must allow for detailed reconciliation of registrations, payments and deposits.			
3h.7.16 The system must record the summer bus and bus stop for each student, or that they will provide own transportation.			
3h.7.17 System must allow that a student withdrawing from summer school may have a refund at the			

Vendor Requirement(s)	Meets	Does Not Meet	Response
discretion of the summer school office.			
3h.7.18 System must produce confirmation letters for all students enrolled successfully in summer school.			
3h.7.19 System must automatically enroll students who are assigned through the IEP process to ESY centers.			
3h.7.20 Schools must be able to pull a report of the status of their summer school registrations showing which students have registered.			
3h.7.21 Control reports are required showing medical assistance denials, and status of all payments.			
3h.7.22 Title 1 summer school programs must be supported with local registration at the individual school sites.			
3h.7.23 Centralized and Title 1 summer schools must be able to produce a summer school report card.			
3h.7.24 The system must have functionality to track Title 1 programs as an after-school program throughout the school year.			
3h.7.25 Summer school site configurations change from year to year. The system must allow for easy set up of new configurations each summer.			
3h.7.26 Security for teachers hired for summer school must be able to be added through a batch interface.			
3h.7.27 The system will provide Summer School Reporting, including but not limited to: a. Centralized Summer Bus Assignments b. Daily Attendance Exceptions c. Declined Medical Assistance d. EYP Bus List e. List of Students for Each Home Room (Home Room Details Report) f. Period Attendance Detail g. Period Attendance Summary h. Student Mailing Labels i. Student Payment Status j. Summer School Confirmation Letter k. Summer School Status			
i. School Nurse/Health System Requirements			

Vendor Requirement(s)	Meets	Does Not Meet	Response
3i.7.1 The system must function as the official student health record.			
3i.7.2 Data entry into each component of the health record must be user friendly.			
3i.7.3 The system must use a tab system to organize the health record.			
3i.7.4 The system must protect security of the confidential health record.			
3i.7.5 The system must allow school health administrators access to all student records, and capabilities to customize reports/requirements. School nurses will have access to their assigned school.			
3i.7.6 The system must permit data entry and record access from portable digital devices.			
3i.7.7 The health record must include importing capabilities of student demographic information and emergency contacts from the SIS.			
3i.7.8 The health record must include email capability for teachers and parent/guardians.			
3i.7.9 The health record must include the ability generate customizable monthly and annual aggregate data reports.			
3i.7.10 The health record must include a health alert for critical health conditions.			
3i.7.11 The system must include a section for immunization records.			
3i.7.12 The immunization record must include functions to print immunization onto the Maryland State Immunization record, DHMH Form 896, track compliance, and interpret combination vaccines.			
3i.7.13 The health record must include a section for nursing/health assessments.			
3i.7.14 The nursing health assessments section must include one click (checklists, drop downs etc.) and narrative elements.			
3i.7.15 The health record must include a section for hearing and vision screening.			
3i.7.16 The hearing and vision screening section must include capabilities to print or email screening result			

Vendor Requirement(s)	Meets	Does Not Meet	Response
letters to parents/guardians.			
3i.7.17 The health record must include a student visit section.			
3i.7.18 The visit section must permit one click documentation developed using established BCPS protocols with capability for narrative comments.			
3i.7.19 The visit section must include functions for categorizing and reporting visit reasons.			
3i.7.20 The visit section must include print and email capabilities with standard health forms, based on visit category.			
3i.7.21 The health record must include a section for medication and treatment documentation.			
3i.7.22 The medication and treatment section must permit capabilities for one click documentation, narrative entries, and medication count and reconciliation.			
3i.7.23 The medication and treatment section must permit aggregate view of all daily scheduled medications and treatments for the school.			
3i.7.24 The health record must include a section for Individualized Healthcare Plans.			
3i.7.25 The Individualized Healthcare Plan section must include standard NANDA (or equivalent) diagnoses and care plan templates that are customizable.			
3i.7.26 The health record section must include a section for classroom health plans.			
3i.7.27 The classroom health plan section must include standard emergency health plans for common conditions.			
3i.7.28 The classroom health plan section must include email/print capabilities for school staff.			
j. World Languages Requirements			
3j.7.1 The system must provide World Languages Student Search functionality Search Criteria to include: a. Name b. Student ID c. ELL Center			

Vendor Requirement(s)	Meets	Does Not Meet	Response
d. Enrolled School, State ID, ELL Status, Enrollment Status			
3j.7.2 The system must allow users to enter and edit a. Demographic b. Status c. Diagnostic Scores d. Annual Proficiency Test Score information			
3j.7.3 The system must store and display World Languages Demographic Information, including but not limited to: a. Student Name b. Student ID c. Grade d. Age e. Enrolled School f. Birth Country g. Native Language h. Student Literacy i. Entry Date to US j. Entry Date to BCPS School k. Schooling Interrupted for more than 6 months l. Entry Date into English Speaking Schools m. LEP Length n. US Citizenship Status			
3j.7.4 The system must store and display World Languages (ELL/RELL) Status Information, including but not limited to: a. BCPS Intake Date b. ELL Status c. ELL Begin Date d. ELL Exit Date e. ELL Exit Reason f. RELL Entry Date g. RELL Exit Date h. Location for ELL Services i. Parent Refusal of ELL Services j. Parent Refusal Date			
3j.7.5 The system must store and display English Proficiency Test Score information, including but not			

Vendor Requirement(s)	Meets	Does Not Meet	Response
limited to: a. Level Tested b. Test Date c. Scores (Listening/Speaking, Reading, Writing, Adjusted Score) d. ESOL Decision e. Service Type			
3j.7.6 The storage of proficiency and annual test data must be flexible to accommodate changing standards as adopted by MSDE.			
3j.7.7 The system must have the ability to allow students to withdraw and re-enter BCPS while maintaining correct EL status and determining whether additional proficiency testing should occur. This feature should be able to be enabled or disabled as department wishes.			
3j.7.8 The system must have the ability to import (load/update/verify) the annual vendor test result file(s).			
3j.7.9 The system must contain processing logic to determine if/when student should be exited from EL program for any of the following: a. Parent Refused b. Special Education transition c. Tested as Proficient			
3j.7.10 The system should correctly track EL and RELL status for all students admitted to the World Languages program per MSDE rules/guidelines.			
3j.7.11 The system must store and display Annual Test Score information, including but not limited to: a. Test b. Date c. Grade d. Subject e. Score f. Proficiency Level g. School System			

Vendor Requirement(s)	Meets	Does Not Meet	Response
h. School			
3j.7.12 The system must provide World Languages Student Accommodation Search functionality Search Criteria to include: a. Name b. Student ID c. ELL/RELL Status d. Accommodation Status e. School f. Grade			
3j.7.13 The system must display World Languages Student Accommodations Details to include: a. Student Name b. Student ID c. Grade d. Age e. Enrolled School f. Entry Date into US School (ELL) g. Diagnostic Test Date (ELL) h. Diagnostic Score (ELL) i. ESOL Exit Date (RELL) j. Last English Language Proficiency Assessment Date (RELL) k. Assessment Scores (RELL)			
3j.7.14 The system must allow users to enter and edit Direct & Indirect Assessment Accommodations, Comments and MSA Reading & Math Exemptions (ELL Only) for World Languages Students *(Note: See Forms EL-5A and EL-5B in MSDE's Accommodations Manual)*			
3j.7.15 The system must maintain ELL and RELL Accommodation Codes as dictated by the MSDE Accommodation Manual.			
3j.7.16 The system must allow users to print Accommodations Forms *(Forms EL-5A and EL-5B)* by student.			
3j.7.17 The system must have the ability to batch Accommodations Forms *(Forms EL-5A and EL-5B)* to allow users to perform a bulk print of all completed			

Vendor Requirement(s)	Meets	Does Not Meet	Response
forms.			
3j.7.18 The system must provide functionality to manage School ELL Contacts			
3j.7.19 The system must provide functionality to automatically e-mail School ELL Contacts of new Student ELL enrollments			
3j.7.20 The system must determine and default World Languages students MSA Exemption status per the guidelines and business rules established by the DRAA and World Languages offices			
3j.7.21 The system must provide World Languages Reporting, including but not limited to: a. ELL Student Verification List b. ELL Students (MSA Exempt) c. RELL Student List d. World Languages Accommodations Tracking e. World Languages Intake Count			
3j.7.22 The system must maintain ELL and RELL Accommodation Codes as dictated by the MSDE Accommodation Manual.			
3j.7.23 The system must allow users to print Accommodations Forms *(Forms EL-5A and EL-5B)* by student.			
3j.7.24 The system must have the ability to batch Accommodations Forms *(Forms EL-5A and EL-5B)* to allow users to perform a bulk print of all completed forms.			
3j.7.25 The system must provide functionality to manage School ELL Contacts			
3j.7.26 The system must provide functionality to automatically e-mail School ELL Contacts of new Student ELL enrollments			
3j.7.27 The system must determine and default World Languages students MSA Exemption status per the guidelines and business rules established by the DRAA and World Languages offices			
3j.7.28 The system must provide functionality to			

Vendor Requirement(s)	Meets	Does Not Meet	Response
automatically e-mail School ELL Contacts of new Student ELL enrollments			
3j.7.29 The system must determine and default World Languages students MSA Exemption status per the guidelines and business rules established by the DRAA and World Languages offices			
3j.7.30 The system must provide World Languages Reporting, including but not limited to: a. ELL Student Verification List b. ELL Students (MSA Exempt) c. RELL Student List d. World Languages Accommodations Tracking e. World Languages Intake Count			
k. Course Maintenance Requirements			
Master Course File (MCF) Requirements			
3k.7.1 The MCF must be maintained at the District Level by a MCF Administrator.			
3k.7.2 The MCF must be maintained for at least 12 years with historical data readily available to the system.			
3k.7.3 The MCF must be able to communicate with the scheduling system.			
3k.7.4 A planning year version of the MCF must be available for planned course maintenance, with final changes applied during the summer rollover process. a. As the new copy of the MCF is implemented, a new planning year MCF should be created from it.			
3k.7.5 All classes offered at BCPS must be maintained in the MCF.			
3k.7.6 Additional classes may appear on the MCF, but are not available to schools for scheduling. These are considered "Transfer" courses and only appear on the Course History module when adding course history records manually.			
3k.7.7 The system must be able to designate some courses as ones a student may take multiple times for credit.			

Vendor Requirement(s)	Meets	Does Not Meet	Response
3k.7.8 There must be an easy way for the Curriculum Offices and the MCF Administrator to communicate planning year changes.			
3k.7.9 The MCF must also maintain the information pertaining to the MSDE Standard Course Code system. (SCED)			
3k.7.10 Courses must be able to be tied to exams (HSA and AP) or CTE programs (see below) where appropriate.			
3k.7.11 Infused student service learning hours must be able to be collected for courses that carry them.			
3k.7.12 Course statuses govern what is active and available to the users on any given MCF: a. Active Courses – may be scheduled (if not "transfer") and assigned to the transcripts b. Deactivated – course may not be scheduled or assigned to the transcript for that year.			
3k.7.13 The dates upon which a course was first activated or deactivated must be tracked.			
3k.7.14 The MCF must able to designate course availability at different school levels.			
3k.7.15 Course credits must be assigned via the MCF.			
3k.7.16 Course Departments may differ from the governing Curriculum office. a. The MCF may dictate a Department change. The curriculum office cannot be changed.			
3k.7.17 The course numbers must be assigned by the curriculum office. There should not be any auto-entry of course numbers.			
3k.7.18 Grad Course Groups and Course Sequences are required for each course and may change each year. a. If a Graduation Requirement is changed, the requirement in effect at the time the student took the course applies.			
3k.7.19 The system must designate both course rank and the instructional grade level for each course. a. Course Rank is the level of instruction associated with the course b. Instructional Grade Level is the grade towards the course is geared.			

Vendor Requirement(s)	Meets	Does Not Meet	Response
3k.7.20 The system must allow a course to be designated as Non-Curriculum. Non-curriculum courses include things like Release Time and Lunches, which are on the MCF for scheduling purposes but are not considered under the umbrella of traditional instruction.			
3k.7.21 The system must allow a course to be tied to the CTE program.			
3k.7.22 The system must allow for a course to be designated as recognized by the magnet office as part of a magnet curriculum.			
3k.7.23 The system must allow for a course to be designated as receiving Carnegie credit (MS/HS credits)			
3k.7.24 The system must allow for the course's MSDE Subject Area to be designated and changed.			
3k.7.25 The system must permit updates to a course's Maryland School Performance Program (MSPP) designation.			
3k.7.26 The system must permit the use of some courses to certain schools. Users should be able to designate the specific schools, where applicable.			
3k.7.27 The MCF must be able to be exported by Curriculum Office.			
3k.7.28 Reports must be available to track course usage (Schools and Student Counts).			
Career & Technology Education Course Requirements			
3k.7.29 Only courses tied to the CTE Program on the MCF should be considered in the CTE Program.			
3k.7.30 The system should permit a yearly update of CTE programs offered by schools based on the ListA received from the MSDE.			
3k.7.31 At least 12 years of Historical ListA and CTE Course Data must be kept.			
3k.7.32 Program requirements such as total credits and eligible courses must be tracked.			
3k.7.33 Schools should be permitted to identify students who successfully "test out" of remaining credit			

Vendor Requirement(s)	Meets	Does Not Meet	Response
requirements (for example, Cosmetology requires 9 credits or 4 credits and successful completion of a series of licensing exams).			
3k.7.34 Merging and combining of programs should be easily accomplished when dictated by ListA updates.			
3k.7.35 Courses may be associated with multiple CTE Programs.			
3k.7.36 Users must be able to designate courses available to a CTE program on any given year.			
3k.7.37 Users may tie certification tests to a CTE program.			
3k.7.38 CTE Programs should be governed by and associated with a curriculum office.			
3k.7.39 Reports must be available to track the Schools offering each program and the Courses associated with them.			
3k.7.40 Reports must be available to track concentrators and completers in each program.			
3k.7.41 CIPs are provided for each program and must not automatically generated.			
3k.7.42 CTE Program designations should only be available to courses associated with high schools.			
3k.7.43 Schools may offer a course listed on a CTE Program without offering the full program itself. However, only students who take the courses at schools on the ListA will receive program credit.			
l. Special Education Programs Requirements			
31.7.1 The system must maintain Special Education Programs at the District Level			
31.7.2 The system will require Home School or Cluster Designations to be established when the Program is created at the District Level.			
31.7.3 The system will restrict the creation of programs at the School Level.			
31.7.4 The system will require approval from the Office of Special Education prior to the creation, modification or removal of Programs			

Vendor Requirement(s)	Meets	Does Not Meet	Response
31.7.5 The system will allow District Level Programs to be run at Home School or Cluster Level			
31.7.6 The system will allow Home School Programs to govern their own participant pool from currently-enrolled students with IEPs, to include: a. Adding Students b. Removing Students			
31.7.7 The system must maintain Cluster program rosters at the District Level			
31.7.8 The system will allow overrides to enable student assignments to alternate schools for the sole purpose of participating in the program.			
31.7.9 The system will prevent individual schools from altering student rosters in their cluster programs (with the exception of school withdrawals)			
31.7.10 The system will determine a student's participation in the particular programs based on the students IEP			
31.7.11 The system must require students joining cluster programs during the school year currently in progress (Current Year) to be registered at the school via the standard enrollment process (parents/guardians come in with appropriate paperwork).			
31.7.12 When students are assigned to cluster programs for the next school year (Planning Year),the system will automatically project students to their assigned schools and cluster programs without requiring formal registration by parents/guardians.			
31.7.13 The system will maintain program assignments (home and cluster) If the student will remain in their current school and maintain their IEP in the planning year.			
31.7.14 The system will allow updates and overrides to student projections and assignments through the assignment process and by request of the Office of Special Education.			
m. School Boundaries Requirements			
3m.7.1 The system must maintain a database of Baltimore county addresses and which school zones they are			

Vendor Requirement(s)	Meets	Does Not Meet	Response
assigned to.			
3m.7.2 School zones are determined by address and grade level rather than by a hierarchy of schools.			
3m.7.3 An address is considered to be in Baltimore County for boundary purposes if any portion of the property is in Baltimore County. This does not coincide with USPS's definition of the county boundary.			
3m.7.4 The system should make it easy to enter a default Elementary, Middle and High school for an address while only entering grade level rules on an exception basis.			
3m.7.5 The address database must handle both the current and next school year so that the next year values can be used for projecting the students' next school.			
3m.7.6 Similarly schools must be allowed to have different grade levels in the current year and the next year to allow the phasing in and out of grades offered.			
n. Graduation Progress/Process Tracking Requirements			
Graduation Progress Requirements			
3n.7.1 The system must be able to track separate sets of graduation requirements based on student groups. a. Certificate Bound b. Foreign Exchange c. Diploma Bound d. Ninth Grade Year			
3n.7.2 The system must be able to distinguish between three different graduation completer tracks and the requirements for each. a. Academic b. Advanced Technology c. CTE			
3n.7.3 The system must be able to determine the level towards which each student is working (underclassmen are evaluated for readiness to advance to the next grade level while seniors are evaluated for graduation readiness).			

Vendor Requirement(s)	Meets	Does Not Meet	Response
3n.7.4 The system must be able to provide an update of progress upon demand.			
3n.7.5 This update must be able to be distributed to and understood by the parent/guardians.			
3n.7.6 The system must be able to consider the roles course histories, service learning hours, and HSA Exams play in the graduation readiness and determine which areas have deficiencies if the student is deemed "Not on Track."			
3n.7.7 The system must be able to track the cohort to which a student belongs and provide an update of the students' graduation readiness as a member of that cohort.			
3n.7.8 The system must be able to recognize the year in which a student took a course and apply the graduation requirements associated with that year.			
3n.7.9 The system must be able to consider exceptions based on a combined set of courses taken over the student's secondary academic career.			
3n.7.10 The system must be able to credit courses taken in middle school towards graduation requirements.			
3n.7.11 The system must be able to consider the school in which a course was taken when applying CTE credits.			
3n.7.12 The system must be able to consider courses in progress towards graduation readiness.			
3n.7.13 The system must be able to apply the students' quarterly/midyear grades when crediting courses in progress.			
3n.7.14 The system must be able to consider the student's current grade when applying CTE credits.			
Graduation Processing Requirements			
3n.7.15 Users must be able to withdraw students as graduates in the middle of the school year (midyear graduates).			
3n.7.16 The system must be able to review the graduation process of a student withdrawn as a midyear graduate and provide a warning if the student does not appear to			

Vendor Requirement(s)	Meets	Does Not Meet	Response
have met all requirements.			
3n.7.17 The system must be able to set the graduation progress for all seniors.			
3n.7.18 The system must consider the student's group and graduation readiness when applying the initial graduation values. a. Certificate Bound b. Foreign Exchange c. Diploma Bound d. Ninth Grade Year			
3n.7.19 The system must allow the school users to override the set values.			
3n.7.20 The system must allow overrides to be easily identified and reviewed by the Office of Student Data.			
3n.7.21 The system must allow principals to electronically sign off on their candidate list.			
3n.7.22 The system must allow students to be withdrawn as graduates outside of the standard end-of-year process.			
3n.7.23 The system must allow graduating students attending alternative schools to be transferred back to their home schools when graduates are being processed.			
3n.7.24 The system must allow class ranks to be updated between the time the alternative students are returned and the graduates are withdrawn.			
3n.7.25 The system must prevent students enrolled in summer school from graduating, despite their graduation status value.			
o. Designee/Court Liaison Tracking Requirements			
Designee Tracking			
3o.7.1 The System must provide functionality to Search and Locate existing cases in varying status. The Search Criteria should include (at a minimum), but not be limited to: a. Designee Name b. Pupil Personnel Worker Name c. Type of Hearing d. Current Status of Hearing			

Vendor Requirement(s)	Meets	Does Not Meet	Response
e. Date of Suspension (DOS) f. Student Name g. Student ID Number h. Primary Offense Type i. Suspending School Name j. Student currently enrolled Grade k. Review & Reinstatement Date l. Projected Return Date m. Designee Modified flag n. Designee Case Status o. Summer School Option p. Grade or senior status			
3o.7.2 The User must be able to Order the Search Results by: a. Student Name b. Designee Name c. Pupil Personnel Worker Name d. Enrolled Alternative Program e. Hearing Date			
3o.7.3 The System shall be able to receive a case (automatically created) from all BCPS schools via the Discipline system without human intervention.			
3o.7.4 The System shall be dynamic to allow changes to Designees (when Designee assignments change). Current caseload should automatically adjust without affecting historical cases or statistics.			
3o.7.5 The System shall limit case visibility between the Designees. The exception to this requirement is Appeal Officer, Mitigation Officer, Designee Manager/Supervisor, Executive Director of School Safety.			
3o.7.6 The System should allow Designees and their secretaries to view all hearings/appointments at one time and schedule/re-schedule from same screen.			
3o.7.7 The System will allow display of historical meeting schedule (date/time/reason for reschedule). This must be available to Designee, Secretary, Designee Manager and Executive Director.			

Vendor Requirement(s)	Meets	Does Not Meet	Response
3o.7.8 The Main Landing Page for the Designee case must include the following subject areas which should be efficiently navigated: a. Case Demographic Information (see separate requirement for details) b. Charge listing (see separate requirement for details) c. Contact information (see separate requirement for details) d. Alternative Profile (see separate requirement for details) e. Enrollment History (see separate requirement for details) f. Hearing Notes (see separate requirement for details) g. Hearing Results (see separate requirement for details) h. Appeal Information (see separate requirement for details) i. Mitigation Information (see separate requirement for details) j. Case Management Information (see separate requirement for details) k. Student Quarterly Evaluation Information (see separate requirement for details)			
3o.7.9 The System will include the following Case Demographic functionality: a. Designee Name (see requirement for case assignment below) b. Designee Area (read-only) c. PPW assigned to case/school (see requirement for PPW assignment below. d. Hearing Type (read-only) e. Hearing Date and Time (if scheduled) f. Navigation Control to trigger the scheduling process. g. Navigation control to easily print any of the Designee Letters (see requirement below for listing)			

Vendor Requirement(s)	Meets	Does Not Meet	Response
h. Suspending School (read-only) i. Referring Administrator (read-only) j. Student (read-only) k. Student ID (read-only) l. Student Gender (read-only) m. Student Currently enrolled grade (read-only) n. Student Date of Birth (read-only) o. Students calculated age (YY.MM format – read-only) p. Date of Suspension (read-only q. Total days suspended year-to-date r. IEP/504 status flag (if applicable) s. Scheduling status flag (color-driven) t. Total FAPE days year-to-date			
3o.7.10 The System will allow the Designee Management to easily switch/assign cases between Designees.			
3o.7.11 The System will display history of meeting appointments scheduled/(re-scheduled), which must be easily accessible from the case demographics screen. Rescheduled meetings require the capture of a. New date b. New time c. Reason for reschedule (limited list)			
3o.7.12 The System shall display all charges brought against the student by the school.			
3o.7.13 The System will display the charges in the following order: a. Primary charge b. Charges with highest severity (as determined by category) to lowest severity			
3o.7.14 The System shall allow the Designee to apply one of the following verdicts to each charge and display the verdict. If multiple charges exist, the System will allow the Designee to apply the same verdict to ALL charges, if desired. a. Guilty			

Vendor Requirement(s)	Meets	Does Not Meet	Response
b. Guilty - Probation c. Not Guilty			
3o.7.15 The System shall allow the Designee to delete and/or revise any charge brought by the school.			
3o.7.16 Upon locating the case record specified by the User, the System will retrieve and display the Contact information showing the name and relation of the contact from the student's school contact records.			
3o.7.17 The System will populate the screen with any record the User selects in the tree-view control.			
3o.7.18 The information displayed from the record where the Designee Letter Contact flag is set is as follows: a. Title (limited list) b. First name c. Last Name d. Street Address e. City f. State g. Zip Code h. Relation to student (limited list) i. Up to 3 telephone numbers j. Type of telephone number for each k. Miscellaneous note for each telephone number l. Freeform Notes m. Designee Letter Contact flag n. Resides with student flag			
3o.7.19 The User can add, edit delete and save Contact information			
3o.7.20 The System will display the Alt Profile. The profile consists of: a. Grades earned while enrolled in Alternative Center for each quarter , midterm, exams and final grades. b. Grades earned while enrolled in regular ed schools. The same information as the Alt Enrollment grades is displayed.			

Vendor Requirement(s)	Meets	Does Not Meet	Response
c. Standardized Test Status – test taken and status (proficiency, passed, etc) d. Total Student Service Learning Hours Earned. e. Projected Return Date f. School from which student will receive diploma from g. Student to participate in graduation ceremony flag h. Comments from the Alternative School(s).			
3o.7.21 The System will display the student's Enrollment History in descending order. The information is read-only. The information to be displayed for the current school year is as follows: a. School Name b. Entry Date c. Withdrawal Date d. Withdrawal Reason e. Prior Enrolled School System f. Prior Enrolled School g. Forwarding School 3o.7.22 The information for prior school years is as follows: a. School Name b. School Year c. Entry Date d. Withdrawal Date e. Withdrawal Reason f. Prior Enrolled School System g. Prior Enrolled School h. Forwarding School			
3o.7.23 The System will display and allow user to add, edit and delete information from the Hearing Notes. 3o.7.24 The information to be captured/displayed is as follows: a. Designee packet received flag b. Designee packet received date c. Designee who held the hearing (limited list)			

Vendor Requirement(s)	Meets	Does Not Meet	Response
d. Weapon Type (if a weapons charge) e. List of people in attendance, defaults to Referring Admin and parent/legal guardian f. Attended flag g. Witness flag h. Substance analysis (pulled from court liaison system (if case has drug charge). i. Designee Notes (free form text that can also be printed). j. Hearing Recommendation (free-form text that can also be printed)			
3o.7.25 The System will display and allow User to add, edit information from resulting Hearing Actions Results 3o.7.26 The information to be captured/displayed is as follows: a. Result of Manifestation flag (IEP/504 only) b. Team Meeting Date (IEP/504 only) c. Designee case status (limited list) d. Designee case status date e. Action(s) taken at the hearing: f. Perform Program Review g. Assign student to Alternative Center h. Reinstate student to suspending school i. Expunge incident j. Extended suspension k. Total days extended suspension l. Long-term suspension m. Total days long-term suspension n. Expel student from BCPS o. Exclude student p. Student withdrew from BCPS q. School withdrew case due to insufficient evidence r. Alternative Center Assignment details s. Type of Alternative Center t. Name of Alternative Center u. Assignment Effective Date v. Drug & Violence Offenses w. Drug Program Required flag			

Vendor Requirement(s)	Meets	Does Not Meet	Response
x. Assessment date y. Drug Education Completion date z. Drug Counseling date aa. Threat Assessment Required flag bb. Threat Assessment Completion date cc. Summer School option flag dd. Home Teaching Instructions (free-form notes) ee. Reinstatement flag ff. Reinstatement Effective Date gg. School student was reinstated to (default to suspending school)			
3o.7.27 The System will allow one-to-many Alternative Center assignments per established business rules.			
3o.7.28 The System must enforce continuous enrollment by automatically accounting for / applying all enrolled days to correct school. (Home School)			
3o.7.29 The System must correctly record attendance for all suspension days.			
3o.7.30 The System must correctly record all FAPE days for IEP/504 students.			
3o.7.31 The System will automatically expunge the record of any student with an IEP/504 if it is determined the charges happened due to a manifestation of the student's disability/condition with exception of cases with following charges: a. Category 2 – (H, I, S or T) b. Category 3 – (E, G, J, K, L, M, O, P, Q, R, T) c. These will not be expunged. The System will automatically set these cases to be Exclusion if found guilty.			
3o.7.32 The System will correctly account for all suspension days including those expunged to allow accurate reporting to MSDE. This function must hold up to a state audit.			

Vendor Requirement(s)	Meets	Does Not Meet	Response
3o.7.33 The System will automatically process all enrollments when assignments are recorded and saved.			
3o.7.34 The System will automatically send an email to the newly enrolled school advising of the student's pending assignment/arrival.			
3o.7.35 The System will automatically handle all reinstatement enrollments, current, past and future-dated.			
3o.7.36 The System will automatically notify the assigned PPW through automated email if the student's whereabouts are unknown at any point in the case.			
3o.7.37 The System will track all cases where an appeal has been filed.			
3o.7.38 The System will limit access to the Appeals information to the following: a. Appeals Officer b. Designee Manager c. Executive Director			
3o.7.39 The System will allow entry / editing and deletion of the following Appeal data points: a. Appeal Officer (limited list) b. Student's Attorney name c. Student's Attorney phone number d. Date appeal was received e. Date and time appeal hearing was scheduled for f. Date the packet was received g. The Appeal Officer's Contact/Recommendations h. Resolution Date i. Resolution			
3o.7.40 The System will track all cases where mitigation has been filed.			
3o.7.41 The System will limit access to Mitigation information to the following: a. Mitigation Officer b. Designee Manager			

Vendor Requirement(s)	Meets	Does Not Meet	Response
c. Executive Director			
3o.7.42 The System will allow entry/editing and deletion of the following Mitigation data points: a. Mitigation Interview Scheduled Date and Time b. Mitigation Officer (limited list) c. Packet Received/Complete flag d. Date packet was received e. Items missing from Packet f. Mitigation Officer Contact/Recommendations g. Date of Recommendation to Executive Director h. Date Approved by Executive Director i. Mitigation Result (limited list) j. List of people in attendance (name, title/relation, phone number			
3o.7.43 The System shall allow Pupil Personnel Workers to easily view and scroll through their assigned cases.			
3o.7.44 The System shall allow Pupil Personnel Workers to enter free-form notes describing all follow-up work done on behalf of the student.			
3o.7.45 Access to the PPW Follow-up is limited to the PPW assigned to the case, the Designee, the Designee Managers, and Executive Director.			
3o.7.46 The System will allow printing of the Case Management notes by those with assigned level of access.			
3o.7.47 The System will allow the User to select the Quarter they wish to view the evaluation for.			
3o.7.48 The System will maintain a list of possible scores and associated placement recommendations.			
3o.7.49 The System will ensure all Alt Evaluations are completed in a given quarter, notification of the school administrators of any which remain incomplete. This should function like the reg ed student grades.			
3o.7.50 The System will display the student's evaluation along with the total score and placement recommendation.			

Vendor Requirement(s)	Meets	Does Not Meet	Response
3o.7.51 The System will break the evaluation scores down into the following components: a. Academic b. Behavioral c. Participation d. Attendance e. Therapeutic			
3o.7.52 The System will contain on-line, context-sensitive help on the Evaluation screen to display the values/points along with explanations.			
3o.7.53 The System will display all teacher-entered comments.			
3o.7.54 The System shall include the following reports a. Case Action Summary by Designee b. Court Liaison Lab Request List c. Designee Current Case Listing d. Designee Scheduled Hearings Listing e. Designee Special Education Suspensions Listing f. Designee Status Case Count Summary g. Designee Substance Abuse Program Required Listing h. Designee Total Case Year-to-Date Listing i. Review and Reinstatement Listing j. Review & Reinstatement Status Listing k. Student Profile Report l. PPW Case Report Summary m. PPW Status (case count) n. PPW Case Update for Designees o. Appeal/Mitigation Case Listing p. Designee Case Listing by Alternative Program q. Designee Case Actions Summary r. Designee Case Count Summary s. Designee Expungement Listing t. Substance Abuse Case Listing u. Individual Student Profile v. Unscheduled Hearings Listing w. Alternative Education Evaluation Overhead			

Vendor Requirement(s)	Meets	Does Not Meet	Response
Report			
3o.7.55 The System shall limit display of data on reports to the individual Designees unless they have manager-level access.			
3o.7.56 The System will automatically produce the Weapons Offense Summary required by the Executive Director for submission to MSDE. This report is to be formatted in Microsoft Excel workbook (2003-2010) using a separate worksheet for each charge letter. This report must be produced immediately following the last working day of each month and emailed to Executive Director of School Safety and Security.			
3o.7.57 The System shall output reports directly to the screen, while providing an option to send to the printer.			
3o.7.58 The System shall notify the Designee's office via automated email upon arrival of a new case.			
3o.7.59 The System shall notify the suspending school's administrator via automated email when the case hearing has been scheduled and thereafter any time a modification is made to the hearing date/time.			
3o.7.60 The System shall notify the suspending school when the Designee posts the reinstatement date.			
3o.7.61 The System shall include the ability to produce the following letters using Microsoft Word. a. Appointment Letter b. Program Review Appointment Letter c. Scope of Authority Appointment Letter d. Administrative Transfer Letter e. Administrative Transfer to Drug Program Letter f. Drug Letter for Drug and Alcohol Program g. Reinstate on Probation Letter h. Extended Suspension Letter i. Long-term suspension Letter j. Expungement Letter k. Exclusion Letter l. Charges Dismissed – Not Guilty Letter			

Vendor Requirement(s)	Meets	Does Not Meet	Response
m. Suspension to Program Review Letter n. Expulsion for Violent Behavior Letter o. Program Review Placement Letter p. Scope of Authority Disposition Letter q. Crossroads Letter r. Criminal Reportable Offense Disposition Letter s. Hearing No Show A Letter t. Hearing No Show B Letter u. Rosedale Fall Carryover Letter v. Home Teaching Fall Carryover Letter w. Evening High School Fall Carryover Letter x. Basic Reinstatement Letter y. Evening High School Enrollment Form Letter z. Reinstate End-of-Year Letter aa. Reinstate Letter bb. Review With Designee Letter cc. PPW Letter dd. Reinstate End-of-Year Letter ee. Continue at Alternative Center Letter ff. Withdrawal Letter gg. Variable Reports Creation Engine hh. Senior review letter			
3o.7.62 The System will print properly addressed envelopes, which each R&R Letter produced.			
3o.7.63 The System will include functionality for the Designee Letters to be printed in batch as well as one-at-a-time. This includes the Senior Review.			
3o.7.64 The System will allow manual editing of any-and-all mail merge letters produced through the system.			
3o.7.65 The System shall allow the User to automatically produce multiple copies of the letter or save a copy to a location specified by the User on the computer or server			
3o.7.66 The System will support the following Status values. Existence of any of the values except blank will signify the case has been closed. a. Blank (Open)			

Vendor Requirement(s)	Meets	Does Not Meet	Response
b. Withdrawal c. Withdrawal to Non-public d. Reinstated e. Reinstated Probation f. Permanent Expulsion g. Graduated-Reinstated h. Graduated-Withdrawn i. Re-suspended			
3o.7.67 If the Designee placed student into an Alternative setting, and the student is subsequently suspended from the Alternative setting, the System should automatically close the previous case forcing the Designee to take all actions on the current case.			
3o.7.68 The System shall automatically group and display listing of cases, including case detail which meet established Review & Reinstatement criteria. This list should also include cases where Projected Return Date falls into the desired date range/quarter.			
3o.7.69 Review and Reinstatement process should be available for following periods: a. Q1 b. Q2 c. Q3 d. Senior Review (limit to 12th grade) e. Q4			
3o.7.70 The System will contain a screen (or series of screens) to proficiently process the Review & Reinstatement Meeting process held quarterly by the Designees and Executive Director.			
3o.7.71 The System will allow easy selection of the desired cases for Review & Reinstatement Review by presenting the following Search options: a. Quarter to review b. Review by Area or Designee c. Specify Area to be reviewed (limited list) d. Specify Designee to Review (limited list) e. Level of cases to be included (Elementary, Middle or High schools)			

Vendor Requirement(s)	Meets	Does Not Meet	Response
3o.7.72 The System will allow multiple criteria to be entered prior to case list extraction.			
3o.7.73 The System will ensure the Search Results are an exact match to the Review & Reinstatement report using the same criteria.			
3o.7.74 The System will display a scrollable list of selected cases (based on search criteria above) along with the single case detail.			
3o.7.75 The System will display the following information for the selected case: a. Demographic Detail b. Student Name c. Student IEP/504 status (if applicable) d. Student ID Number e. Student currently enrolled grade f. Student Date of Birth g. Student Age in YY.MM format h. Suspending School i. Referring Administrator Name j. Case Type (Susp, CRO, etc) k. Suspension Date l. Pupil Personnel Worker Name m. Current Evaluation (Total score and placement recommendation) n. Additional details (described in next line item)			
3o.7.76 Alternative School(s) student is currently enrolled in a. School Name b. Enrollment Date c. Status			
3o.7.77 Review & Reinstatement Letter History by Quarter			

Vendor Requirement(s)	Meets	Does Not Meet	Response
(current quarter should be available for data entry at meeting) 3o.7.78 Comments (free-form text available for entry at meeting) 3o.7.79 Navigation buttons to allow scrolling (previous & next) and saving of edits)			
3o.7.80 The System will display additional details (available on demand) as follows: a. Drug Program Required flag status b. Drug Program Assessment date c. Drug Program Education date d. Drug Program Counseling date e. Threat Assessment status flag f. Threat Assessment Completion date g. Student Enrollment History (display to match Enrollment history requirement elsewhere in this document). h. Senior review i. CRO offense list			
Court Liaison			
3o.7.81 The System must provide functionality to Search and Locate existing cases in varying status. The Search Criteria should include (at a minimum), but not be limited to: a. Student Name (Last, First) b. Student ID Number c. Designee Name (limited list; default = 'ALL') d. Sample submission date e. Lab Sample/Analysis Status (limited list) f. School submitting sample g. School Administrator who referred the case h. Hearing date i. Central Control number			
3o.7.82 The User must be able to display a summary of each incident found with a minimum of the following: a. Student Name (Last, First) b. Student ID			

Vendor Requirement(s)	Meets	Does Not Meet	Response
c. Suspending School d. Designee Name e. Suspension Date f. Sample Analysis Case Status consisting of the following possible values (Sent, Pending, Received)			
3o.7.1 The System must be able to order the Search Results by the following: a. School Name b. Designee Name			
3o.7.2 The System shall be dynamic to allow changes to School/Central Office Personnel (when assignments change).			
3o.7.3 The System will limit access to Court Liaison and Central Designee secretary as well as BCPS management.			
3o.7.4 The System shall provide the User with the ability to accept and read the new cases created by the school-side Discipline process for drug possession cases and to track the results of crime lab tests conducted on evidence secured by the police.			
3o.7.5 The System shall contain and display the following data points related to the drug possession cases: a. Designee Name (default pre-populated) (limited list) b. Designee area (default pre-populated) (limited list) c. School submitting the sample (pre-populated) d. School Administrator who referred the case (pre-populated) e. Student Name (last, first) (pre-populated) f. Student ID Number (pre-populated) g. Student Date of Birth (pre-populated) h. Suspension Date (pre-populated) i. Hearing Date and Time (pre-populated) j. Charge triggering sample analysis (pre-populated) k. Central Control Number (pre-populated) l. Date Sample taken by Police (pre-populated)			

Vendor Requirement(s)	Meets	Does Not Meet	Response
m. Police Officer Name (last, first) (pre-populated)			
3o.7.6 The System will display the following data points (if populated in the database) and allow the User to edit/Save the data points: a. Sample Number b. Date Sample Results were entered c. Date Sample Results were received d. Sample Description (large text field) e. Sample Results (large text field)			
3o.7.7 The System will allow more than one sample to be tracked for each case.			
3o.7.8 The System will display the summary results for each sample using the following data points: a. Item Number b. Date Submitted c. Date Received d. Results			
p. IEP/504 Requirements			
3p.7.1 The System must be able to replicate all the forms and functions in the current legacy software, TieNet. to manage Individualized Education Plans (IEP) and SST/504 Plans and supporting documents for Baltimore County Public Schools (BCPS)			
3p.7.2 The system must allow users to create, edit and delete IEP documents, SST/504 plans and other supporting documents			
3p.7.3 The system must allow users to open an existing student record and edit it within defined parameters			
3p.7.4 The system must provide functionality to populate the fields for data entry on every page for the selected student, including the ability to add or edit text on any page			
3p.7.5 The system must have the ability for multiple users to navigate and edit data on different screens within the same student record			

Vendor Requirement(s)	Meets	Does Not Meet	Response
3p.7.6 The system must lock-out users from performing edits on the screen/section at the same time			
3p.7.7 The system must provide a paperless placement workflow to manage student movements and obtain the appropriate authorizations			
3p.7.8 The system must link to or interface with the student information system to obtain student demographic information and export IEP/504 information			
3p.7.9 The system must be capable of web-based data analysis, drilling, reporting, and/or automatic cubing: a. ability to export, integrate, and disaggregate data for multiple analysis and report writing b. ability to import data for analysis and reporting			
3p.7.10 The system must perform data entry checks and validation to prevent duplication during data entry			
3p.7.11 The system shall provide access to each student's document history and all other data by year			
3p.7.12 The system must include sections and fields from the student profile, including but not limited to: a. General Student Information b. Discipline events c. Supplementary Aides and Services d. Anticipated Services e. Magnet school selections f. Special Services (Special Education, Related, and Career and Technology Education Services) g. RTI Log h. RTIOSE table i. Early Intervention Services (EIS) Participation j. Class Information k. Class Student Roster l. Class Staff Roster m. Staff Information n. Staff Caseloads o. Locations p. Districts q. Global/System Information			

Vendor Requirement(s)	Meets	Does Not Meet	Response
r. Area Information s. Minor Area Information (e.g. Northwest Elementary) t. Additional Adult Support u. Accommodations v. LRE Date			
3p.7.13 The system must have the ability to execute specialized routines, including but not limited to: a. Access when student is not at providing school with option for read or read/write access b. Access for users needing one single student at a school instead of an entire school c. Announcements with specialized features d. Calendar e. Child Find f. Color coding reports g. Data flow controlled between documents and profiles h. Electronic signatures i. Excel like reporting features (ability to export to Excel) j. Extended School Year/Centralized Summer School k. Import non-public data l. Internal messaging system m. LRE calculation n. LR			

Vendor Requirement(s)	Meets	Does Not Meet	Response
E documents for Progressions & Progression routine o. Magnet access for application procedure and progressions p. Merge duplicate profiles and documents q. RTI/LRE documents for Child Find, Direct Transfer, Less/More Restrictive r. PEN s. SSIS reporting t. Special transportation u. SPED program entry and tracking v. Speech private/parochial w. Upload documents x. Use of customizable guided actions to restrict/direct appropriate field and/or document completion y. Populating class totals at ESY sites by disability/LRE/ and or grade placement			
3p.7.14 The system must provide an electronic IEP confidential folder for each child with access rules including read/write only			
3p.7.15 The system must provide BCPS staff with programmed alerts regarding time lines			
3p.7.16 The system must provide functionality to sort time line violations by: a. Annual review b. 3-year re-evaluation c. Assessments			

Vendor Requirement(s)	Meets	Does Not Meet	Response
3p.7.17 The system must provide data/fields related to disciplinary incidents including: a. Behavioral Intervention Plan (BIP) b. Functional Behavioral Assessment (FBA) c. Manifestation meetings d. Suspension days			
3p.7.18 The system must evaluate encounter tracking for 3rd party billing (including all Medical Assistance forms) to minimize service disruption or delay.			
3p.7.19 The system must have the capability to filter and sort caseloads by: a. Occupational Therapy b. Physical Therapy c. Assistive Technology d. Visual Impairment e. Deaf & Hard of Hearing f. Audiology g. Speech Language Pathology h. Social Work Services i. Counseling Services j. Psychological Services			
3p.7.20 The system must provide web-based medical billing			
3p.7.21 The system must provide create, customize and edit goal banks			
3p.7.22 The system must track assessors/assessment completion and provide a tracking mechanism to determine which assessors are consistently late			
3p.7.23 The system must provide the following levels of access: a. School Site Based Users (School Staff) b. Central Office Administrators and Staff c. IT/Security System Administrators			
3p.7.24 The system shall provide functionality to control access at the sub-site and user levels as currently defined in Tienet *(i.e. a user may have access to more than one sub-site with different rights on each sub-sites)*			

Vendor Requirement(s)	Meets	Does Not Meet	Response
3p.7.25 The system will grant IT/Security System Administrators the ability to: a. Manage import and export processes to control data flows into and out of the system b. Access to all the functions of School Site Based Users and all the functions of the Central Office Administrators on web content under their control. c. Perform all the functions of Local Users on student records. d. Create, edit and delete Local Users e. Import staff information from existing HR database (job classification, school assignments, etc) f. Assign unique rights to each Local User from a predetermined list of user rights. g. Customize user rights h. Establish sub-site Local User rights for any given Local User i. Assign Local User to a sub-sites j. Approve, reject or edit student documents created by Local Users k. Archive the existing live database l. Determine screen and field read/write permissions			
3p.7.26 The system must provide reporting features, including but not limited to: a. Color coding (customizable by security system administrator) for various purposes (past due dates, future due dates, etc.) b. Filtering on multiple columns within the online report. c. Integrate/disaggregate by any field collected for all reporting including: testing accommodations; ESOL, 504, special bus transportation, health services, etc.			
3p.7.27 The system must filter, sort and display data by: a. Student b. School			

Vendor Requirement(s)	Meets	Does Not Meet	Response
c. Race d. Grades e. Disability code f. School level g. Related service provider h. Teacher i. Self-contained/inclusion j. Case manager k. other fields, as identified			
3p.7.28 The system must provide ad hoc (user-defined) reporting capability			
3p.7.29 The system must contain print system for reports and forms.			
3p.7.30 All forms have error resistance, compliance check, and completing mandate before forms can be e-mailed or printed and must be marked "draft" until automatic checking function approves.			
3p.7.31 The system must provide the following forms and reports, including but not limited to: a. Assessment b. Behavior Intervention Plan c. Child Find Referral d. Discipline e. Eligibility f. Eligibility 3 Status Report g. Eligibility 4 Status Report h. Extended School Year i. Functional Behavioral Assessment j. IEP Acknowledgement k. IEP Team Forms l. LRE Document m. Notice of Documents n. Parent Notification of IEP Team Meeting o. Referral p. Referral to Psychological Services q. Related Services r. Request for Parent Surrogate s. Request for Special Transportation t. RTI Document			

Vendor Requirement(s)	Meets	Does Not Meet	Response
u. Service Plan v. SST/504 Notification w. SST Forms x. 504 Plan y. 504 Acknowledgement z. State IEP aa. Third Party Billing Form bb. Transition Forms cc. Reports on nonpublic placement CIEP/SSIEP dd. The system must allow for sorting by each of the separate fields contained on the ESY form. (Transportation, Program, Home School, Service Hours)			
q. Special Functions Requirements			
General Requirements			
3q.7.1 The system must provide log-in options for 3 previous years, current year and planning year			
3q.7.2 The system shall default to the current year and user's assigned school or last-school from previous session upon user's log-in			
3q.7.3 The system must have the ability to enable and disable specific functions based on the selected school year			
3q.7.4 The system must have the ability to restrict edits on historical data when user is logged-in to a completed school year			
3q.7.5 The system must have the ability to display announcements and system updates to users			
3q.7.6 The system must allow the BCPS IT Department to manage the content and display of system announcements and updates, to include: a. Create/Edit/Delete Content b. Manage Content based on School & User Log-Ins			
3q.7.7 The system shall have the ability to allow users to track or flag 'Favorites' for various screens, system functions and reports			

Vendor Requirement(s)	Meets	Does Not Meet	Response
3q.7.8 The system must provide users with the ability to perform data searches throughout the system through the use of pre-defined search parameters and free-text data entry			
3q.7.9 The system must support the use of wildcards in searches			
3q.7.10 The must provide functionality to concurrently search on one or more fields to narrow results			
3q.7.11 The system must have the ability to dynamically populate search fields and report parameters based on user permissions			
3q.7.12 The system must have the ability to dynamically populate search fields and report parameters based on user's search selections *3q.7.13 For example: If a specific teacher is selected, only the teacher's courses will be listed in the 'Course' search/parameter*			
3q.7.14 The system must provide functionality to select or open screens or documents based on search result sets			
3q.7.15 The system must provide users with the ability to sort search results			
3q.7.16 The system must provide users with training documentation and support/help documentations			
3q.7.17 The system must provide the user with clearly labeled navigation tools and menus			
3q.7.18 The system must have clear, visual display for users viewing or modifying a specific student record (e.g. display student name, student id, photo, enrollment information)			
3q.7.19 The system must perform data entry validation checks to prohibit duplicate and/or invalid user entries			
3q.7.20 The system must provide users with confirmations for successful transactions			
3q.7.21 The system must provide users with warnings, alerts and error messages			
Performance and System Requirements			
3q.7.22 The system must have the ability to execute a			

Vendor Requirement(s)	Meets	Does Not Meet	Response
variety of transactions and reports simultaneously without failure or degradation of performance			
3q.7.23 The system must have the ability to support enrollments for 100,000+ students each school year			
3q.7.24 The system must support a minimum of 5000 concurrent users with consistent system response times and no noticeable degradation of performance			
3q.7.25 System performance must be optimized to accept, process, retrieve and display information in manner that is comparable to or better than current service levels a. **Benchmarks** (Measured end-to-end at central office site): b. Student HS Transcript returned to browser as PDF: 2.5 seconds. c. Student General Info Display including student schedule: < 1 sec. d. Search by name for individual student from whole district: < 1 sec. e. Retrieve classroom attendance list: 1.1 sec f. 2171 report cards delivered as single PDF: 18 minutes (Measured excluding time for delivery)			
3q.7.26 The system must be customizable, flexible and provide BCPS with the ability to: a. Create Custom Fields, Tables, User Interfaces and Reports b. Create Custom Ad Hoc Extracts c. Create and Manage workflows d. Activate/Deactivate Fields, User Interfaces, Reports, Functions			
3q.7.27 The system must have an inactivity time-out feature and automatically log-out users after a pre-defined period of inactivity			
3q.7.28 The system must allow BCPS IT administrators to set inactivity time-out length			
3q.7.29 The system will alert users when their time in the system will expire (e.g. 5 minute warning)			

Vendor Requirement(s)	Meets	Does Not Meet	Respon se
3q.7.30 The system must have the ability to track and audit specific tables and transactions			
3q.7.31 The system must track the following information on user transactions, including but not limited to: a. User ID b. Creation Date/Time Stamp c. Last Modified Date/Time Stamp			
3q.7.32 The system must provide options for advanced audit tracking, including: but not limited to a. Recording previous values on specified fields b. Tracking all changes for specified transactions			
Reporting Requirements			
3q.7.33 The system must have the ability to restrict access to reports and report data based on user access and roles			
3q.7.34 The system must have the ability to allow users to: a. Select or Enter Report Parameters b. Sort Report Output c. Select various Report Formatting options (e.g. PDF, Excel, Avery Labels, Dymo Labels, etc.) d. Print Reports e. Save Reports			
3q.7.35 The System shall output reports directly to the screen, while providing an option to send to the printer			
3q.7.36 The system must provide school users with ad hoc reporting capability (known as "variable reports"), giving users the ability to: a. Create, Edit and Delete Ad Hoc Reports b. Enter Report Details (e.g. Report Titles, Descriptions, Page Orientation and Fonts) c. Add/Remove Report Fields d. Add/Remove Selection Criteria from specific categories e. Use complex selection criteria expressions (including 'and', 'or', 'not') f. Add/Remove Sort Criteria			

Vendor Requirement(s)	Meets	Does Not Meet	Response
g. Determine Report Privacy (Internal vs. External Use) h. Determine Report Format (PDF, Excel, Avery Labels, Dymo Labels, etc.) i. Save Report Settings for Future Use j. Print Reports k. Save Reports to user's PC or Network Folder(s) l. Share Reports with Other Users (within user's school and with other schools) 3q.7.37 Calculate aggregate information (i.e. averages, totals, counts, percentages, rates etc.)			
3q.7.38 The school user ad-hoc reporting module ("variable reports") must have the ability to restrict user access to specific subject areas per the user's security (e.g. limit access to Discipline and Student Contact Information)			
3q.7.39 The system must maintain District-Level and School-Level report catalogs			
3q.7.40 The system must have the ability to include BCPS Logos, Headers, Footers and Electronic Signatures on reports as needed			
3q.7.41 The system must support immediate report delivery and batch report delivery for large report requests			
3q.7.42 The system must return report requests in 30 seconds or less or alert the user if report requests will exceed 30 seconds			
3q.7.43 The system must have the ability to display report status for report requests (e.g. request date/time, request status, report name, etc.)			
3q.7.44 The system must provide users with Mail Merge functionality to create forms, e-mails, letters, address labels and envelopes			
3q.7.45 The system must provide reporting for a variety of student categories, including but not limited to: a. Athletics b. Attendance c. Designee d. Enrollment			

Vendor Requirement(s)	Meets	Does Not Meet	Response
e. World Languages f. Discipline g. Grades/Transcripts h. Faculty/Staff i. Transportation j. Homeroom/Classroom k. Scheduling l. School Administration m. Special Education n. Service Learning o. Summer Schools p. Early Childhood (PreK Discrepancy, PreK Enrollments, PreK Missing Qualifications, Prior Care Summary & Detail) q. Gifted & Talented (Gifted & Talented Referrals)			
User Management Requirments			
3q.7.46 The system must provide user role management functionality with the ability to: a. Create, Edit, Model, Delete User Accounts b. Create, Edit, Model, Delete Roles c. Batch/Bulk Role and User Assignments d. Automatic Role Assignments			
3q.7.47 The system must have the ability to assign users to specific schools and assign user roles by school			
3q.7.48 The system must have the ability to automatically assign users to roles based on job titles			
3q.7.49 The system must have the ability to assign functions to specific roles			
3q.7.50 The system must have the ability to grant different levels of permission to specific functions, to include: e. Inquiry/Read f. Update g. Delete h. All Functions			
3q.7.51 The system must have the ability to manage exceptions at: i. Role Level			

Vendor Requirement(s)	Meets	Does Not Meet	Response
j. User Level k. Function Level l. Screen Level m. Field Level			
3q.7.52 The system must have functionality to allow for user account administration functions within Schools and Offices (i.e. Create and Edit User Accounts)			
Annual Processing Requirements			
3q.7.53 The system perform an annual reorganization process to promote students and establish calendars, student assignments, student schedules and update student records for the next school year.			
3q.7.54 The annual reorganization process must run and complete successfully in less than 6 hours (excluding time for back-ups, system restores, etc.)			
3q.7.55 The system must have the ability to restrict user access during the annual reorganization process			
Student Functions Requirements			
3q.7.56 The system must provide student group management functionality at the school-level, to include the ability to: a. Create User-Defined Groups (Name & Description) b. Add/Remove Group Sponsors (i.e. School Faculty) c. Add/Remove Students d. Delete Groups e. Retain Group Members			
3q.7.57 The system must have the ability to create student groups using various student demographic filters			
3q.7.58 The system must allow student groups to be used in the following areas, including but not limited to: f. Reporting g. Scheduling h. Electronic Transcripts i. Mailing Labels j. Automated Phone Calls/Emails			

Vendor Requirement(s)	Meets	Does Not Meet	Response
k. Mailing Labels l. Student Record Card Labels			
3q.7.59 The system must allow Student Contact searches (i.e. reverse lookups) within Schools Search Criteria including but not limited to: m. Contact Name n. Phone Number(s) o. Street Address p. Email Address			
3q.7.60 hThe system must allow Sibling searches (across all Schools and Siblings outside of BCPS) Search Criteria including but not limited to: a. Sibling Name (Last, First, Preferred) b. Birthdate c. Phone Number(s) d. Gender e. Student ID f. SSN			
g. The system must allow Student Searches h. Search Criteria including but not limited to: i. Name (Last, First, Preferred) j. Phone Number(s) k. Gender l. Student ID m. SSN n. Street Address o. Birth Date p. State ID q. Enrolled School r. Grade s. Withdrawn Student Filters t. Graduate Filter			
3q.7.61 The system must provide functionality to enter and edit Gifted & Talented selections for Elementary Students Search Criteria including but not limited to:			

Vendor Requirement(s)	Meets	Does Not Meet	Response
a. Name (Last, First, Preferred) b. Gender c. Student ID d. Homeroom Section e. Birth Date f. Grade g. Special Service (Filter out students by participant list) h. System will allow users to Sort Results by Student Name, ID, Grade or Section			
3q.7.62 The system must allow users to renew Shared Domicile designations			
3q.7.63 The system must allow users to perform Residency Re-verifications			
3q.7.64 The system must provide functionality to perform bulk or list updates of data for the following areas: a. Shared Domicile Renewal b. Residency Re-verification c. Prekindergarten Enrollment Qualifications d. Gifted & Talented Selections e. Student Contact Details f. Privacy Opt-Outs g. Graduation Candidates			
Homeroom and Classroom Maintenance Requirements			
3q.7.65 The system must provide Homeroom Administration functionality to include: a. Add New Homeroom b. Edit Homeroom c. Delete Homerooms			
3q.7.66 The system must restrict Homeroom Sections to 2-character codes			
3q.7.67 The system must track the following Homeroom Details: a. Homeroom Section b. Capacity c. Teacher d. Room e. Start Date			

Vendor Requirement(s)	Meets	Does Not Meet	Response
f. End Date			
3q.7.68 The system must have the ability to perform bulk student transfers between Homeroom Sections			
3q.7.69 The system must provide Classroom Administration functionality to include: a. Add New Classroom b. Edit Classroom c. Delete Classrooms (if applicable)			
3q.7.70 The system must track the following Classroom Details: a. Room Number b. Description c. Capacity d. # of Doors e. Type (e.g. Room or Lab) f. Grade Preference g. Climate Control h. Handicap Accessibility i. Room Restrictions			
3q.7.71 The system must allow for room capacity overrides for informational purposes			
3q.7.72 The system must provide Homeroom & Classroom Reporting, including but not limited to: a. Room Utilization Report b. Home Room Details c. Teacher Assignment Report			
Student Test Scores			
3q.7.73 The system must have the ability to manage State Test & Standardized Test Scores			
3q.7.74 The system must store and track various State & Standardized Tests, including but not limited to: a. MSA, Alt-MSA, Mod MSA b. H.S.A c. Advanced Placement d. International Baccalaureate e. ReadiStep f. ACT g. SAT			

Vendor Requirement(s)	Meets	Does Not Meet	Response
h. PSAT i. English Language Proficiency Diagnostic Test j. Annual English Language Proficiency Test (WIDA)			
3q.7.75 The system is required to track State Tests according to Grade Levels			
3q.7.76 The system must provide the ability to add, edit and delete Student Test Score information, to include: a. Test Types (SAT, MSA, etc.) b. Test Name/Subject Areas (Math MSA, AP Chemistry, etc.) c. Test Month & Year d. County e. Score f. Percentage g. Test Status h. H.S.A. Test Type (Regular, Mod, Mod+)			
3q.7.77 The system must automatically calculate the Test Percentage based on the Student's Test Score			
3q.7.78 The system must automatically calculate proficiency levels based on student test scores and dates			
3q.7.79 The system must have the ability to import scores from external sources (the state, testing vendors, etc.)			
3q.7.80 The system must restrict users from editing imported test scores			
Service Learning Hours Requirements			
3q.7.81 The system must have the ability to manage student Service Learning Activities, to include the ability to enter, edit and delete: a. Service Learning Hours b. Service Learning Activity Types c. Service Learning Activity Descriptions d. Service Learning Dates e. General Notes			
3q.7.82 The system must have the ability to share Service Learning activities across schools and multiple students			

Vendor Requirement(s)	Meets	Does Not Meet	Response
3q.7.83 The system must allow users to set SSLH Exemptions for students			
3q.7.84 The system must have the ability to enter pro-rated Service Learning hours for students			
3q.7.85 The system must have the ability to transfer Service Learning Hours from any school within the MSDE system			
3q.7.86 The system must have the ability to identify seniors that have earned a specific number of Hours (e.g. 150+ hours)			
3q.7.87 The system must have the ability to determine anticipated or projected service learning hours for classes that have infused hours			
3q.7.88 The system must provide SSLH reporting, including but not limited to: f. Student Service Learning List g. Student Service Learning Profile			
School Administration Requirements			
3q.7.89 The system must provide functionality to manage School Calendars a. Add/Remove Dates b. Document Removal Reasons c. Perform Batch/Bulk Updates to school calendars by user-defined school groups (e.g. All Elementary Schools, All Title1 Schools, etc.)			
3q.7.90 The system must provide Faculty Search functionality Search Criteria to include: a. Legal Name b. Preferred Name c. SSN d. Employee ID e. Gender f. Title g. Certification h. Endorsement			

Vendor Requirement(s)	Meets	Does Not Meet	Response
3q.7.91 The system must provide functionality to view Faculty Profiles Profiles to include: a. Legal Name b. Employee ID c. Gender d. Race e. Hire Date f. Start Date g. Tenure h. Preferred Name i. Titles j. Certifications k. Endorsements l. General Notes			
3q.7.92 The system must provide functionality to manage various School attributes and indicators (e.g. Magnet Schools, SWIPE Schools, Safe Schools Transfer Option, Title 1 Schools, etc.)			
3q.7.93 The system must provide functionality to manage records for long-term substitute teachers			
3q.7.94 The system must have the ability to track the duration of long-term substitute assignments and permanent teacher assignments by class			
3q.7.95 The system must allow users to add temporary, placeholder names for vacancies and update with permanent staff member once hired or assigned			
3q.7.96 The system must have functionality to manage Pupil Personnel Worker (PPW) school assignments			
3q.7.97 The system must provide User Accounts Administration functionality to allow for user accounts to be managed at the School-level by designated school staff			
3q.7.98 The system must provide School Administration Reporting, including but not limited to: a. User Account Report b. Faculty Profiles			
Magnet Program Requirements			

Vendor Requirement(s)	Meets	Does Not Meet	Response
3q.7.99 The system must maintain a list of magnet programs and the school(s) where each magnet program is offered.			
3q.7.100 The system must allow the list of magnet programs to be different for the planning school year and the current school year.			
3q.7.101 For reporting purposes, the system must have indicators to differentiate between Magnet Schools and local Schools the run Magnet programs			
3q.7.102 The system must track the history of students' participation in magnet programs.			
3q.7.103 The system must support magnet programs where the students are co-enrolled for part of the day while they maintain their primary enrollment at their home school.			
3q.7.104 The system must be able to report on magnet participation rates by various student demographics to support various magnet grant programs and to monitor equity of participation.			
3q.7.105 Students must be able to be placed in magnet programs through a batch interface for the annual acceptance process.			
3q.7.106 Students must be able to be placed into magnet programs or removed from magnet programs individually by the magnet office.			
System Interfaces Requirements			
3r.7.1 Export the following information to the District Data Warehouse: a. Cohorts b. Final Exam Grade c. Graduation Status d. Manual Test Scores e. Quarterly Grades f. Recap Data g. School Master Schedules h. Student Schedules (Elementary, Middle & High) i. Summer School Information			

Vendor Requirement(s)	Meets	Does Not Meet	Response
j. Bridge Plans k. Course Histories l. Elementary Grade Valuations m. GPA n. H.S.A. Exemptions o. Master Course Files p. School Clusters q. Departments r. School Histories s. Student Demographic Details t. Subject Details u. World Languages Accommodations			
3r.7.2 Export the following information to the District Teacher Portal: a. Student Demographics b. Class Rosters c. IEP/504 Information d. Grades e. Student Contacts			
3r.7.3 Export information regarding student schedules, grades and other student activity to the District Parent Portal			
3r.7.4 Export student information to Cafeteria point of sale (Winsnap) system and import information regarding FARMS eligibility and update student records accordingly			
3r.7.5 Export student schedule and course information to the library and textbook inventory management system (Destiny)			
3r.7.6 Export School Contact Information & Contact Preferences to enable Schools and the Communications office to send Outreach, Emergency and Student Attendance automated Phone Calls and Emails (Blackboard Connect)			
3r.7.7 Export student demographics and transcript information to assist with the college and scholarship applications process (eg ConnectEDU)			
3r.7.8 Export student demographic information, staff information, state test scores and student contact			

Vendor Requirement(s)	Meets	Does Not Meet	Response
information into IEP/504 system 3r.7.9 Import IEP/504 statuses, Student Accommodations, Custom Program Placements, Extended School Year (ESY) placements for summer school for students with IEPs and update student records accordingly from the IEP/504 system			
3r.7.10 Export student demographic information and student schedules for assessment tracking into assessment system.			
3r.7.11 Export user accounts set-up files and student schedules for the online testing system (MAP)			
3r.7.12 Import staff information, such as school assignments, titles, certifications and endorsements from the District's Advantage System			
3r.7.13 Import feed of all BCPS employees and validate users authorized to access student information system and their system permissions from the District's Active Directory system.			
3r.7.14 Export attendance summary (attendance rates) by school on a daily basis to support monitoring of attendance trends to the MD. Dept. of Health.			
3r.7.15 Export attendance summary (attendance rates) by school on a daily basis to support monitoring of attendance trends to Baltimore County Public Schools Health Services.			
3r.7.16 Automatically enroll students in Magnet Programs based on student acceptance in Magnet Programs.			
3r.7.17 Export Student Demographic information, Student Prior Care information and Teacher information directly to the Maryland Model for School Readiness (MMSR) System for all BCPS Kindergarten students 3r.7.18 Support separate interfaces for Spring and Fall MMSR feeds			
3r.7.19 Export student demographic information and student schedules to the electronic content delivery			

Vendor Requirement(s)	Meets	Does Not Meet	Response
system used for Home and Hospital Students to Moodle Rooms Learning Management System.			
3r.7.20 Export student demographic information, discipline, contact and attendance information to support the Mobile Principal application to Austin Sky.			
3r.7.21 Allow electronic submissions of Electronic Transcripts to the University System of Maryland (USM) /University of Texas SPEEDE server 3r.7.22 Import Transcript Submission Confirmations and Reject Reports 3r.7.23 Update List of Participating Receiving Post-Secondary Schools and Institutions Nightly			
3r.7.24 Export account set-up files for students to Pearsons SuccessNet			
3r.7.25 Identify School Course Requests and Create Spreadsheet with Course Request Detail 3r.7.26 Auto-Route Spreadsheets to the appropriate school departments to assist school's in determining staffing needs			
3r.7.27 Export Student demographic information, IEP Services to bill Medicaid for eligible services rendered 3r.7.28 Export Student demographic information and Student Contact information to other counties to bill for services rendered by BCPS			
3r.7.29 Interface with Maryland Department of Education to export student demographic information, reconcile student State IDs between BCPS and MSDE systems and apply State Student IDs to the BCPS student records			
s. Federal and State Reporting Requirements			
3s.7.1 The system must have functionality to manage state and federal reporting requirements, with the ability to: a. Track File Names b. Track Deliverable Dates c. Track & Update Import and Export Specifications			

Vendor Requirement(s)	Meets	Does Not Meet	Response
3s.7.2 The system must have the ability to link and match imported student data from state, federal government or vendor files to the appropriate BCPS student record and update the student's record as needed			
3s.7.3 The system must have functionality to manage standardized student assessments, with the ability to: a. Determine students participating in assessments b. Export student lists to State or Testing Vendor (pre-test files) c. Import Student Assessment results (post-test & import files) d. Verify results received for all participating students e. Reconcile errors in reporting to and from State 3s.7.4 **Current Assessments:** a. Science Maryland School Assessment (MSA) Pre- and Post-Test Files b. High School Assessment (HSA) Pre- and Post-Test Files - (Summer, October, January, Senior/April, May) c. MSA Pre- and Post-Test Files d. MOD-MSA e. Alt-MSA Pre- and Post-Test Files f. Mod-MSA Pre- and Post-Test Files g. WIDA (ELL) Pre- and Post-Test Files h. ReadiStep data import i. PSAT data import j. AP data import k. SAT data import			

Vendor Requirement(s)	Meets	Does Not Meet	Respon se
l. ACT data import m. Accuplacer n. IB			
3s.7.5 The system must have the ability to generate and export files to comply with state and federal reporting requirements. Current files include: a. Maryland Model for School Readiness (MMSR) Demographic File b. Maryland Youth Tobacco Survey (MYTS) c. September 30 Enrollment File d. Special Services Information System (SSIS) Census File e. State Performance Plan (SPP) Indicator 13 Spreadsheet f. Civil Rights Data Collection (CRDC) g. SSIS Quarterly Updates h. English Language Learners (ELL) Census File i. Career and technology Education (CTE) Participation File j. Out of County Living Arrangements (OCLA) December 31 Census File k. Informal Kinship Care December 31 Census File l. Informal Kinship Care Fiscal Impact Report m. Class Level Membership (CLM) File n. Student-Course-Grade-Teacher Data Collection (SCGT) - (Mid-Year, End-of-Year) o. Early Attendance File p. Annual Physical Education (APE) Participation Equity Report q. EOY Attendance File r. Suspensions, Expulsions and Health Related Exclusions File s. High School Assessment Status & Completers (HSSC) File t. Special Education Exit File u. CTE Completer File			

Vendor Requirement(s)	Meets	Does Not Meet	Response
v. Other files as applicable			
3s.7.6 The system must have the ability to load the state's Free & Reduced Meals eligibility file (FARMS Direct Certification)			

3.8 Integration of Systems Requirements

Integration of all systems is a mandatory part of this RFP. If the Instructional Improvement System project is awarded to a team lead by a prime contractor, the prime contractor will be fully and ultimately responsible for integrating all systems. In the event that BCPS awards items in this RFP to separate vendors, the vendors will be required to work together in an open and cooperative manner to establish an efficient and reliable interface between the systems. Offerors must describe the tools and methods that will be used to provide integration including proposed file formats, timing of any data exchange, and any proposed processes to ensure that source of truth systems are not compromised.

3.9 Implementation and Support Services Requirements

Project Management

- Describe the Project Management methodology that will be used to successfully implement the proposed solution at BCPS.
- Identify the appropriate project reporting structure along with roles and responsibilities and who will be assigned from the vendor along with resource requirements needed from BCPS
- Describe the amount of time the proposed Project Manager and any vendor supplied resources will be on-site.
- Provide a preliminary project plan for implementing the proposed solution at BCPS
- Describe the status reporting that will be provided to BCPS including project steering committee meetings, sponsor meetings, and any written communications that will be used.
- Provide an overview of the vendor's contract change management process that will be used to control and track all project changes.
- Describe the risk management plan that will be used to identify, assess, and mitigate project risks.

- Describe the process that will be implemented to obtain BCPS signoff on project deliverables, and how the project will be transitioned from implementation by the vendor team to operation and support by BCPS staff

Training

- Describe the training process and how the vendor proposes to reach the appropriate audiences both functional and technical.

Testing

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

System Integration Testing

- The successful vendor will provide all system integration testing BCPS requires to support any and all potential data migrations. System integration testing must be performed on all system components to accurately define the product's solution capabilities and limitations. The tests must be performed in collaboration with BCPS staff.
- The successful vendor will also include simulations to verify the load and performance capabilities of the solution. The vendor will be responsible for preparing the testing plan, documenting test results, and for recording, tracking, and correcting any deficiencies.
- Describe how the requirement for System Integration Testing will be met.

Ongoing Maintenance and Support

- The proposed services will include maintenance support capabilities 24 hours a day, 7 days a week, and 365 days per year. Support must be available through a toll free or local access phone line and an online support request system. This support service will provide same day response to questions, and provide BCPS with a single point of contact for all system-related issues. The vendor will also provide an online support knowledge base that is accessible by designated BCPS technical support personnel to assist in diagnosing and resolving support issues.
- Vendors shall describe their support structure, their ability to provide the level of support required by BCPS, and identify the support team members and their responsibilities. Vendors should also provide proof of prior support performance.
- List and define the priority levels assigned to support calls by the vendor support organization, and specify the target response time, average response time, target resolution time, and average resolution time for each priority level. (Response time is the time from when the support request is submitted to when BCPS receives a response from someone qualified to diagnose and resolve the problem – not just an operator who logs the call. Resolution is the time from when the support request is placed to when it is solved to the customer's satisfaction and closed.)

- Specifically define the escalation procedures for service interruptions, including:
  - Definition of "Major Outage."
  - Guaranteed response times for repair.
  - Capabilities and responsibilities.
  - List of Names/Positions with associated contact information for escalation of situations.
- Technology Transition Process: The vendor will develop, with the BCPS management team a process to ensure that the technology, skills, documentation and other resources associated with the student data system are transitioned to the BCPS personnel who will be responsible for the long-term maintenance and administration of the system. Additionally, the vendor and BCPS will develop a transition process that addresses the resolution of post-production problems and issues.

3.10 Marketing and Communications

- Document the approach to marketing the project to all major areas of BCPS. This should include how the vendor prepares targeted communications to School-based personnel as well as Central Office-based staff to promote the project and create "buzz".
- Document the type and frequency of communications throughout the duration of the project to keep BCPS informed of progress and milestone deliveries. This should include at a minimum the following items:
  - Frequently Asked Questions (FAQ) documents
  - Communications handbook for District leadership to follow
  - Proposed Strategic communications timeline
  - Letter templates, presentation templates, sample letters, district website content to highlight benefits, school placards, and postcards to be potentially used in communication of the new IIS/SIS

3.11 Technical Specifications Requirements

Describe the proposed solution, identifying how the proposed solution meets the requirements of the following sections.

System Architecture

- Describe the technical architecture of the proposed system, including the architectural model used (e.g., Web-Based, Client Server, etc). Also specify the required client software, network protocol(s), and network bandwidth recommendations for the system.
- Specify the number and types of servers recommended for BCPS (including application, database, and web server(s)), and provide a flow chart illustrating the system operating model. Also specify the operating system(s) and database management system(s) used by

the proposed solution. This information must be provided regardless of whether the system is vendor hosted or district hosted. If the system is vendor hosted BCPS needs to understand whether the servers supporting BCPS will be dedicated to the district or shared with other customers. If the servers are shared, discuss the benefits to BCPS of that approach.

- The successful Vendor will review BCPS' current technical architecture and infrastructure, and assess the ability of the proposed solution to function efficiently within that environment. Vendors are encouraged to prepare comparative analyses of provision of services.

Application Software

- Identify the current release/version of the proposed software. Describe the number of K-12 school districts currently using this release/version in their live production environment.
- List the application software modules required to meet BCPS functional requirements. Provide a one-paragraph description of the functionality supplied by each module.
- Describe options and tools for tailoring the applications to meet BCPS needs such as configuration or custom report tools. Also address how any tailoring will be supported through future releases of the software.
- Describe your policy on software releases including frequency, requirements for system software upgrades, and process for determining what enhancements are included in which release. Clearly outline "bug" reporting and resolution processes.

Security Tools and Capabilities

- Describe how the proposed solution authenticates users at login and supports periodic password changes.
- Describe how the proposed solution will accomplish single sign-on with BCPS' existing authentication system.
- Describe how the solution manages role assignment and authentication for access to functionality and records.
- Provide an overview of the security provisions built into the proposed solution. All data in the system must be stored in a secure environment while servers and the facility they are housed in must be physically secured.
- Passwords must be effective and physically well protected. Security must be configured and maintained so that personnel do not have access to data about students they are not responsible for, and to ensure that users can only see data that they are authorized to access.
- Provide a statement acknowledging that all data stored in the proposed system will be treated as confidential and the property of BCPS. BCPS data will not be shared with any other district or entity without express prior written approval from BCPS, and may not be used by the Vendor for demonstration purposes to other districts.

System Performance, Availability, Reliability, and Redundancy

- Vendors will describe the performance guarantees or service level agreements they offer their customers, addressing both system availability and response times.
- Also describe:
    - Processes in place to monitor capacity and response times and the type of monitoring conducted (proactive vs. reactive).
    - Measurement of response time (end to end or within the facility).
    - Management reports available to the District
    - Methods for backing up District data.
    - Disaster recovery provisions and testing of disaster recovery processes.
    - Schedule for refreshing equipment.
    - Frequency of system software updates, and methods of notifying/preparing users.
    - Scalability of the system to a district the size of BCPS, and also to accommodate growth in the number of districts the vendor is supporting.

User Workstation Specifications

- Provide both the recommended configuration and the minimum supported configuration for client workstation hardware. Specifications should include CPU, memory, disk size and configuration, network interface cards, drives for removable media, and any other recommended components for Windows workstations.
- Provide the recommended software configuration for client workstations to use the proposed software. If a web browser is required, what additional plug-ins and/or controls are required?
- Proposer should also specify whether client or driver software for the proposed applications will need to be installed on end user workstations, or whether a web browser is all that is required. If this depends on the type of user, specify what is required for each user category.
- Note: The District prefers solutions that are web-based and do not require a client to be installed on user workstations, therefore web-based solutions will be scored higher than solutions requiring client software installation.

Documentation

- Prior to initial implementation, the vendor must provide BCPS with copies of the most current version of all documentation supporting the software. This documentation will provide all information needed for use, management, and operation of the products associated with the proposed solution. When deemed appropriate by BCPS, this documentation may be provided online. This documentation includes, but is not limited to reference manuals for system administrators and end users, tutorials, and data dictionaries. The documentation should cover all functional and operational aspects of the solution, including, but not limited to:
    - Structure
    - Security procedures and capabilities
    - Back-up, recovery, and checkpoint procedures

- End-user hardware, software, web browser, and internet minimum connection speed
- Disaster recovery procedures
- Database design and architecture
- Data dictionary structure and maintenance procedures
- Database logical and physical organization and maintenance procedures
- Testing procedures
- Troubleshooting and tuning procedures, features, and tools
- Administration functions
- Report creation and writing procedures

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

BCPS Technology Standards

This section is intended to answer common questions about the BCPS enterprise technical environment, and require certain minimum standards of development and performance to which vendors must adhere to be considered 'responsive.' It is not intended to be used as-is in every case, but may instead be used as a foundation or basis for technical requirements.

1) Platform (OS and Hardware)
   a) Server
      i) Intel Based
         (1) Microsoft Windows (2008r2 Server or higher), 64 bit
         (2) Memory, processor, and hard drive space depends upon the purpose of the server and is determined by Network Support Services system administrators and network engineers
         (3) 1000Mbps NICs with teaming capability minimum, and with the potential to upgrade to 10Gbps as needed
         (4) At least one main file server and one main domain controller is located within each school
         (5) VMWare ESX 3.5 or higher enabled & preferred for data center servers
         (6) Microsoft Hyper-V is deployed only to individual school file servers for virtualization purposes (control the growth of servers in schools)
         (7) Dell enterprise level servers
   b) Client
      i) Microcomputer
         (1) Microsoft Windows 7 Enterprise (working towards Windows 8)
         (2) for new computers:
            (a) Desktops:
               (i) Dell Optiplex workstations (GX390 or better)
               (ii) minimum of 4GB of RAM

(iii)minimum of 250GB of hard drive space
(iv) 100/1000Mbps NICs
(v) Dedicated video card with at least 256MB of vRAM on some units
(vi)if wireless, A/G/N required

(b) laptops:
(i) Dell Latitude (E6420 or 2120 netbook or better)
(ii) minimum of 4GB of RAM (netbook 2GB minimum)
(iii)minimum of 250GB of hard drive space (as available on netbooks)
(iv) 100/1000Mbps NICs if available
(v) if wireless, A/G/N required (B not recommended)

(3) existing computers usually have the following specifications:
(a) Dell Optiplex, Latitude, or Vostro laptops & workstations
(b) 256MB-1GB of RAM – depends upon make/model
(c) 10-30GB hard drives
(d) 10/100/1000Mbps NICs – depends upon make/model
(e) if wireless, A/B/G only

ii) does not include specs on IOS, Android, etc. devices, nor on new tablets

2) Network
a) LANs - Ethernet - IP Only
i) Central Offices
(1) 100/1000 mbps, switched
(2) Extreme Network PoE switches
(3) Cisco PoE switches
(4) Cisco Small Business switches
(5) Dell PowerConnects
(6) Dell Force10
(7) Wireless
(a) Meru A /G and N networks – generally full coverage
(b) Aerohive (as of April, 2013)

ii) Schools
(1) 10/100/1000 mbps, switched
(2) Extreme Network PoE switches
(3) Cisco PoE switches
(4) Cisco Small Business Switches
(5) Dell PowerConnects
(6) Dell Force10
(7) Wireless
(a) Meru A /G and N networks (161 sites) – limited coverage
(b) Xirrus wireless (2 sites) – full coverage
(c) Aruba wireless (4 site) – full coverage
(d) Aerohive (as of April, 2013)

b) WAN (~176 remote locations) - IP Only
i) 10-50Mbps TLS service (165 sites)
ii) 6-10Mbps DSL or cable modem w/VPN (8 sites)

iii) 100+Mbps TLS service (2 sites)
iv) 1000Mbps fiber & TLS backup (1 site)

c) ISP/Internet
i) Currently Comcast, 1000Mbps until 7/1/13, 2000Mbps after 7/1/13
ii) Only ports 80 (HTTP) and 443 (HTTPS) are open for all users
iii) Utilize LightSpeed Systems for web filtering
iv) Other ports not recommended as they may cause a potential security breach
v) CDN (content delivery networks) not recommended for BCPS use externally – usually requires other outside web sites/services to be opened to students when teachers only need access, i.e. Amazon CDN is a good example – cannot open all of Amazon CDN to students due to use by non-school appropriate content sites, i.e. videos, etc.

3) Software
a) Servers
i) RDBMS
(1) Microsoft SQL Server 2005 or better - 64 bit preferred
ii) Web
(1) Microsoft IIS 7 or higher
(2) Production Web servers are in a farm/load-balanced environment via BigIP
iii) Other
(1) ActivePDF
(2) Sharepoint 2010 or higher

b) Clients
i) Web – MS Internet Explorer 7 or higher
(1) Adobe Acrobat 9 or higher
(2) Macromedia Flash Player
ii) ICA – Citrix ICA Client - preferred
iii) RDP – Microsoft Remote Desktop/Terminal Services Client – supported, not recommended

4) Architecture / Environments
a) Web applications
i) Visual Basic.NET – ASP.NET
ii) Microsoft .NET Framework
iii) C#
iv) JSP, Java Servlets

b) All new applications should be web based and NOT fat client based

5) Integration – 3rd-party applications must integrate with these systems where there is any overlap in functionality or need for common data
a) Authentication
i) Microsoft Active Directory (Windows Server 2008)
ii) Intranet cookies

b) E-mail
i) Microsoft Exchange (2007 version) farm at central data center serving all locations
ii) Microsoft Outlook on workstations

iii) Microsoft Outlook Web Access for remote school access

c) Student data systems
   i) Student Information System (SIS)
      (1) STARs (Internally developed, MS SQL Server-based, .NET middleware)
      (2) Silk student scheduling package (MS SQL Server-based)
      (3) Integration: scheduled batch import/export of structured text data files or, SQL Server SSIS
      (4) The system must support educational technology standards where appropriate (e.g.IMS LTI, IMS CC, SIF, SCORM)

d) Human Resources / Personnel data
   i) MS Active Directory
   ii) CGI Advantage HR
   iii) Professional Development (Internally-developed systems)

e) Financial systems
   i) CGI Advantage Financial
   ii) BRASS

f) Data Warehouses
   i) COGNOS
   ii) DataTrax
   iii) iMart LDS
      (1) Developed by vendor customized for BCPS using SQL Server 2008 R2 and Sharepoint.
      (2) Integration: scheduled batch import/export of data using MS SSIS
      (3) Reporting: reports and data subscriptions through MS SQL SSRS and SharePoint. Business Analytics through MS SQL SSAS.
   iv) Integration requirements
      (1) Data not to be encrypted, obfuscated, or otherwise encumbered
      (2) Data dictionary provided by vendor for BCPS to integrate

g) Reporting
   i) Data Dynamics Active Reports
   ii) Crystal Reports
   iii) SQL Server Reporting Services (Native and SharePoint)

h) VPN
   i) Juniper, moving to Juniper Pulse in 2013
   ii) Cisco – only for technology support personnel

6) General Requirements
   a) Documentation must be provided by vendor
      i) Administrator/User documentation
      ii) Installation/set-up documentation
   b) Product must have been used successfully in production on at least two (2) other clients' systems (of similar scope and size)
   c) Previous clients used for above requirement must be of a similar size/scope to BCPS usage

7) Development / Best Practices

a) Microsoft SQL Server
   i) Dynamic database generation is discouraged since it will interfere with the BCPS backup software.
   ii) If the application requires any of the following the vendor/programmer must specify that the software requires a separate instance of SQL Server:
      (1) Need modifications to master or tempdb. For example, installation of functions or stored procedures.
      (2) Need to install custom messages to sysmessages.
      (3) Need additional software installed on the database server.
      (4) Any other modification to SQL server that is not contained in the application database..
   iii) Use rule of least privilege for permissions. SQL Server 'sa' account should not be used after initial installation.
   iv) Do not install services or applications on database servers
b) Middleware
   i) Use pre-developed libraries, objects, and functions whenever possible
      (1) .NET
         (a) Microsoft Enterprise Libraries
         (b) Custom, internally-developed libraries
         (c) BCPS UserManager
   ii) Use consistent and thorough error handling
   iii) Because of farmed servers, do not write to local filesystem
   iv) Do not install services or applications on web servers
c) Web client
   i) Use standards-compliant HTML/XHTML whenever possible, avoiding browser-specific functionality except when it will not break compatibility with alternatives
   ii) Avoid use of plug-ins, ActiveX, and additional client-side software. When needed, try to use pre-installed additions
d) Security – Applications are expected to have been developed with security in mind, and invulnerable to the following (not an all-inclusive list):
   i) Cross-Site Scripting (XSS)
   ii) SQL Injection
      (1) Validate/preprocess/sanitize all client input
   iii) Privilege escalation
   iv) Buffer overflows
   v) Websites, intranet or internet, should use SSL for additional security
e) Performance
   i) WAN circuits are heavily utilized during the day; all client/server or thin client applications that run outside of the main BCPS Data Center must be built/purchased with this in mind, and should be web based and not fat client based.
   ii) Main data center for BCPS is currently undergoing a relocation from Timonium to Towson. The new Towson data center should be fully operational by the end of July, 2013.

iii) BCPS has partnered with Baltimore County Government on a shared fiber optic installation utilizing federal stimulus funding, County capital funding, and homeland security funding. This fiber project will provide high speed bandwidth to approximately 25-30 schools, mainly high and middle schools. The initial bandwidth will be 100Mbps, but will have the ability to quickly increase to 200, 300, 500, or higher Mbps as bandwidth analysis indicates.

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
DEPARTMENT OF FISCAL SERVICES
OFFICE OF PURCHASING

1940-G GREENSPRING DRIVE
TIMONIUM, MARYLAND 21093
PHONE: (410) 887-4334 FAX: (410) 887-7831

PROPOSAL SHEET

_____ I / We certify that to the best of my/our knowledge, that neither this firm, nor any of its officers, directors to 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 16.202).

_____ 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# _____

State of Maryland Tax certification number _____ See: http://www.dat.state.md.us/sdatweb/charter.html

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

(African Americans) (Alaskan Native) (American Indian) (Asian Americans) (Hispanics) (Physically or Mentally Disabled Individuals) (Women)

Is your company a small business with fewer than fifty (50) employees which generates an annual revenue less than two 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 the Part I: Terms and Conditions, and Part II: Specifications, forming a part of the agreement and agree to furnish all permits, inspections, labor, equipment, and materials to complete repair work as specified for the price indicated, in the manner provided within these specifications, and especially on subsequent pages of this Proposal Sheet, for the Baltimore County Public Schools.

COMPANY _____ FEDERAL ID # _____

ADDRESS _____

_____

SIGNATURE _____

TYPED NAME/TITLE _____

TELEPHONE _____ FAX _____ DATE _____

REPRESENTATIVE _____ E-MAIL _____

RETURN TO: BALTIMORE COUNTY PUBLIC SCHOOLS, OFFICE OF PURCHASING
1940-G GREENSPRING DRIVE, TIMONIUM, MD 21093

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
DEPARTMENT OF FISCAL SERVICES
OFFICE OF PURCHASING

1940-G GREENSPRING DRIVE
TIMONIUM, MARYLAND 21093
PHONE: (410) 887-4334 FAX: (410) 887-7831

1. I am the _____ and the duly authorized representative of the firm of _____ whose address is _____, and that I possess the legal authority to make this affidavit 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 nolo contendre 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, 1997, 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 contribution, 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.

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

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
DEPARTMENT OF FISCAL SERVICES
OFFICE OF PURCHASING

1940-G GREENSPRING DRIVE
TIMONIUM, MARYLAND 21093
PHONE: (410) 887-4334 FAX: (410) 887-7831

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 subgrantees as of fiscal year 1990.

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REFERENCES

List at least 3 projects (preferably school systems) -- one may be with BCPS, completed by your organization in the last eighteen (18) months. References--should include projects of similar scope and size for which your firm has provided similar service.

PROJECT #1

Project #1--Brief Description of Type of Project

Organization's Name for Public Project #1

( ) Company Phone # | ( ) Representative's Phone | ( ) Fax Number | ( ) 800 Number

PROJECT #2

Project #2--Brief Description of Type of Project

Organization's Name for Public Project #2

( ) Company Phone # | ( ) Representative's Phone | ( ) Fax Number | ( ) 800 Number

PROJECT #3

Project #3--Brief Description of Type of Project

Organization's Name for Public Project #3

( ) Company Phone # | ( ) Representative's Phone | ( ) Fax Number | ( ) 800 Number

Signature of Bidder | Date

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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.

_____
Name of Corporation/Business

List of Board of Directors

Name of Individual	Title	Diversity (See Legend)

Diversity Legend: (1) African Americans; (2) Alaskan Native; (3) American Indian/Native Americans; (4) Asian Americans; (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; or (9) Male Caucasian. [Note: It is understood that an Individual may qualify for more than one designation. Multiple designations shall be so noted on the form] Internal Distribution: Copy with the Bidder's Proposal; Copy to BCPS-MBE Officer.

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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 9/10/96).

BALTIMORE COUNTY PUBLIC SCHOOLS

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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 offerors, 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

BALTIMORE COUNTY PUBLIC SCHOOLS

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(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 _____

_____
Signature

_____
Title

_____
Vendor Name

BALTIMORE COUNTY PUBLIC SCHOOLS

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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 Alaskan Native 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
1940-G GREENSPRING DRIVE
TIMONIUM, MD 21093

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
DEPARTMENT OF FISCAL SERVICES
OFFICE OF PURCHASING

1940-G GREENSPRING DRIVE
TIMONIUM, MARYLAND 21093
PHONE: (410) 887-4334 FAX: (410) 887-7831

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 and "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 potential award 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

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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/orCertified 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 Potential Award 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 _____%. 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 potential award 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 potential award bidder.

_____
Signature Date

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

_____
Signature Date

BALTIMORE COUNTY PUBLIC SCHOOLS

S. Dallas Dance, Ph.D. • Superintendent • 6901 Charles Street • Towson, MD • 21204

SMALL BUSINESS ENTERPRISE AND CERTIFIED MINORITY BUSINESS ENTERPRISE PROCEDURES

FOR

BALTIMORE COUNTY FUNDED CONTRACTS

Baltimore County Public Schools

Focused on Quality, Committed to Excellence

Effective: April 2, 2001

Revised: November 1, 2005

BALTIMORE COUNTY PUBLIC SCHOOLS

S. Dallas Dance, Ph.D. • Superintendent • 6901 Charles Street • Towson, MD • 21204

Small Business Enterprise and Certified Minority Business Enterprise Document Check List For Baltimore County Funded Contracts

1. Small Business and Certified Minority Business Enterprise Utilization Affidavit – The bidder shall submit this affidavit with the bid proposal; failure to submit may result in the bid being determined non- responsive.

2. Small Business/Certified Minority Business Enterprise and Potential Award Bidder's Statement of Intent – This form shall be completed and signed by bidder and each SBE/MBE firm selected as part of the bidder's team.

3. Request for Waiver (if applicable) – This form shall be submitted by the bidder if necessary. See procedures for instructions.

4. Small Business and Certified Minority Business Enterprise Subcontractor Unavailability Certificate – This certificate must be signed by the bidder and accompanied by a list of small and certified minority business enterprise subcontractors or suppliers found to be unavailable.

5. Standard Monthly Contractor's Requisition for Payment – The potential award bidder shall complete this form with each requisition submitted for payment. **This form shall be completed for construction projects only.**

BALTIMORE COUNTY PUBLIC SCHOOLS Division of Physical Facilities
Melanie Webster
Minority Business Enterprise Officer
Timonium Business Park
1940-G Greenspring Drive
Timonium, MD 21093

Telephone: 410-887-4334
Fax: 410-887-7831

BALTIMORE COUNTY PUBLIC SCHOOLS

S. Dallas Dance, Ph.D. • Superintendent • 6901 Charles Street • Towson, MD • 21204

SMALL BUSINESS ENTERPRISE AND CERTIFIED MINORITY BUSINESS ENTERPRISE PROCEDURES FOR COUNTY FUNDED CONTRACTS

1.0 Purpose

To attempt to achieve a minimum of 14 percent of the total dollar value of all contracts directly or indirectly with small business and/or certified minority enterprises when Baltimore County funds are utilized.

2.0 Effective Date

These procedures have been approved by Baltimore County Public Schools (BCPS), and supersede previously approved Small Business and Certified Minority Business Enterprise procedures, and are in effect on or after April 2, 2001.

3.0 Definitions

1. Small Business: A for-profit business, other than a broker, that meets the following criteria:
   a. it is independently owned and operated;
   b. it is not a subsidiary of another business;
   c. it is not dominant in its field of operation;
   d. 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;
   e. 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;
   f. 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;
   g. 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
   h. 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.
   i. BCPS reserves the right to request tax documents to support such a claim.
2. Certified Minority Business Enterprise is any legal entity, other than a joint venture, which holds a certification issued by the Maryland State Department of Transportation or other recognized municipalities which identify the legal entity as a Minority Business Enterprise.
3. Minority Business Enterprise Liaison means the employee of the Board of Education designated to administer the Board's Small Business Enterprise and Certified Minority Business Enterprise Procedures.
   a. The MBE Liaison may assist the potential award bidder in identifying SBE/MBE firms that could participate in the contract.
4. Potential Award Bidder means a bidder deemed responsive and responsible pending approval by the Board of Education.
5. Award Bidder means a responsive and responsible bidder approved by the Board of Education.
6. Failure to provide required SBE/MBE participation forms may result in the rejection of the proposal.

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4.0 *Implementing Procedures*

1. EACH PROPOSAL SHALL INCLUDE THE FOLLOWING:

   a. A notarized Small Business Enterprise and Certified Minority Business Utilization Affidavit.

   b. A properly executed Small Business Enterprise/Certified Minority Business Enterprise and Potential Award Bidder's Statement of Intent form for each SBE/MBE participating in the contract, that describes:

      (1) The contract work to be performed, or items furnished by the SBE/MBE

      (2) The proposed timetable for performance

      (3) The agreed prices to be paid for the work or supplies; and

      (4) The percentage of the total value of the contract

   c. If the bidder is unable to achieve the contract goal of 14 percent for SBE/MBE participation, the bidder will submit a written request for waiver by completing the Request for Waiver form which shall include the following:

      (1) A detailed statement of the efforts made by the bidder to identify and select portions of the work to be performed by subcontractors and/or suppliers in order to increase the likelihood of achieving the stated goal;

      (2) A detailed statement of the efforts made by the bidder to solicit SBE/MBE firms;

      (3) A detailed statement of the bidder's 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 identified in 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 to be acceptable; and,

      (7) A list of SBE/MBE subcontractors and/or suppliers found to be unavailable. This list 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.

   d. In the event a bidder seeks a waiver of the fourteen percent (14%) goal, the bidder shall submit to the MBE Liaison the completed request for waiver on the standard BCPS form with an attachment consisting of the original supporting documentation listed immediately above 4.2.b. (1)-(7).

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2. BIDDER'S RESPONSIBILITIES:

   a. The bidder must ensure that SBE/MBE firms shall have the maximum practical opportunity to compete for subcontract.

   b. The bidder shall provide information and documentation as requested by the MBE Liaison.

   c. The bidder shall maintain the following records:

      (1) All documents necessary to confirm compliance with SBE/MBE utilization.

      (2) All written records that indicate the identity of the SBE/MBE subcontractors employed on the contract and the type/scope of work performed by the identified SBE/MBE.

      (3) The actual dollar value of the work and/or services performed by the identified SBE/MBE.

      (4) All records and documents concerning SBE/MBE participation must be retained by the potential award bidder/award bidder for a period of three (3) years after final completion of the contract.

      (5) All records and documents will be available for inspection by the MBE Liaison.

   d. In the event the bidder decides to change SBE/MBE participating firms, the bidder shall submit in writing the proposed change to the MBE Liaison for approval. All written submissions must be delivered to the MBE Liaison forty-eight (48) hours in advance of proposed implementation of the change.

   e. At the completion of all work under the contract, the award bidder shall prepare a written summary of the final SBE/MBE participation. The final written report shall compare the proposed participation at the time of contract award with the actual participation. The written report shall include the dollar values of the proposed participation and the dollar values of the action participation for each SBE/MBE. In the event the actual dollar amount varies from the dollar value of the proposed participation by more than one percent (1%) then the award bidder shall provide a written explanation of the difference.

   f. Failure of the potential award bidder/award bidder to provide required SBE/MBE participation may result in termination of this contract.

5.0 *Monitoring*

1. The MBE Liaison is responsible for reviewing and approving the SBE/MBE documentation.

2. The MBE Liaison reserves the right to review the SBE/MBE participation documents during the course of this contract

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Baltimore County Public Schools
SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE AND BIDDER'S STATEMENT OF INTENT

PROJECT NAME _____

PROJECT LOCATION _____

C. Name of Bidder _____

D. Name of SBE/MBE _____

Indicate with and "X" SBE or MBE status: _____MBE _____SBE

SBE/MBE Phone Number: _____ Fax Number _____

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

_____

_____

6. Subcontract Amount: $ _____

7. SBE/MBE Commencement Date _____ Completion Date _____

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

The undersigned subcontractor and potential award 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

BALTIMORE COUNTY PUBLIC SCHOOLS

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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/orCertified 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 Potential Award 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 _____%. 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:

8. 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;
9. A detailed statement of the efforts made to solicit small business enterprise and/or certified minority business enterprise firms;
10. A detailed statement of the efforts to make personal contact with SBE/MBE firms identified for item (2) above;
11. A record of the name, address, telephone number, and dates contacted for each SBE/MBE firm for items (2) and (3) above;
12. 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;
13. A detailed statement of reasons for the rejection of a subcontractor's quotation from the SBE/MBE firm which the potential award bidder considers not be acceptable; and,
14. 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 potential award bidder.

_____
Signature Date

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

_____
Signature Date

BALTIMORE COUNTY PUBLIC SCHOOLS

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SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE SUBCONTRACTOR UNAVAILABILITY CERTIFICATE

Section I

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

Located at _____ was offered an
(Complete Mailing Address)

opportunity to bid on the _____ school project in Baltimore County by
(Name of School)

_____ located at _____
(Name of Bidder) (Complete Mailing Address and Telephone Number)

Section II

The _____ is either unavailable for the work/service, is unable
(Name of SBE/MBE Firm)

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)

BALTIMORE COUNTY PUBLIC SCHOOLS

S. Dallas Dance, Ph.D. • Superintendent • 6901 Charles Street • Towson, MD • 21204

STANDARD MONTHLY CONTRACTOR'S REQUISITION FOR PAYMENT SMALL BUSINESS AND/OR CERTIFIED MINORITY BUSINESS ENTERPRISE PARTICIPATION

CONSTRUCTION ONLY

LEA: Baltimore County Public Schools _____ DATE: _____

PROJECT TITLE _____ BID NO. _____

LOCATION _____ REQ NO. _____

ORGNL./ ADDTL	NAME OF SBE/MBE (Indicate SBE or MBE next to firm name)	TOTAL SBE/MBE CONTRACT	AMOUNT TO BE PAID THIS REQUISITION	PAID JULY 1, 20___ TO JUN 30, 20___	TOTAL PAID TO DATE
1	2	3	4	5	6
	TOTAL				

I certify that the figures and information presented above represent accurate and true statements and 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

_____ Authorized Signature/Date

Proposal Pricing Sheet

All pricing must be quoted for the year in which the work will commence and shall include all licensing and implementation costs. If all work will be started in year 1 then please quote any further implementation costs realized by BCPS in Years 2 and 3. Additionally please provide a total 5 year maintenance and support cost.

Hosted Solution Price	Year 1 Implementation Costs	Year 2 Implementation Costs	Year 3 Implementation Costs	Total Implementation Costs	Total 5 year Maintenance and Support Costs
Instructional Management System					
Assessment Administration System					
Response to Intervention System					
Educator Effectiveness System					
Professional Development System					
Gradebook System					
Web Portal System					
Learning Management System					
Content Curriculum Management System					
Student Information System					
Maintenance and Support					
Implementation / Professional Services					
Integration					
Marketing and Communications					

Professional Services Hourly**					

BCPS Hosted Solution Price	Year 1 Implementation Costs	Year 2 Implementation Costs	Year 3 Implementation Costs	Total Implementation Costs	Total 5 year Maintenance and Support Costs
Instructional Management System					
Assessment Administration System					
Response to Intervention System					
Educator Effectiveness System					
Professional Development System					
Gradebook System					
Web Portal System					
Learning Management System					
Content Curriculum Management System					
Student Information System					
Maintenance and Support					
Implementation					
Integration					
Marketing and Communications					
Professional Services Hourly**					

** All vendors must quote an hourly professional services fee to calculate potential change orders.

BALTIMORE COUNTY PUBLIC SCHOOLS

Division of Business Services; Department of Fiscal Services; Office of Purchasing
1940 Greenspring Drive, Suite G
Timonium, MD 21093

SPECIFICATION AND PROPOSAL

FOR

Request for Proposal : Comprehensive Data System

SOLICITATION NUMBER:	**JNI-749-13**
BID ISSUED DATE:	**May 23, 2013**
PRE-BID:	A PRE-BID meeting is scheduled for **May 30,, 2013, 9:30 A.M.**, at Office of Purchasing, 1940 Greenspring Drive, Suite G, Timonium, MD 21093.
LAST DAY FOR QUESTIONS:	**June 10, 2013**
DUE DATE:	**June 21, 2013**
DUE TIME:	**10:00 A.M.** (EDST Zone)
RETURN TO:	BALTIMORE COUNTY PUBLIC SCHOOLS OFFICE OF PURCHASING JNI-749-13 Attn: Jack Nichols 1940 Greenspring Drive, Suite G Timonium, MD 21093
PUBLIC OPENING:	Same date, (10 minutes after due time) Conference Room 1940 Greenspring Drive, Suite G Timonium, MD 21093

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/

Jack S. Nichols email: jnichols@bcps.org
FAX: (410) 887-7831 Phone: (410) 887-4334

Focused on Quality, Committed to Excellence
An Affirmative Action Employer

BALTIMORE COUNTY PUBLIC SCHOOLS

PART I: GENERAL TERMS AND CONDITIONS

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BALTIMORE COUNTY PUBLIC SCHOOLS
PART I: GENERAL TERMS AND CONDITIONS

1. AN INVITATION TO BID

a. 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, Timonium Business Park, 1940 Greenspring Drive, Suite G, Timonium, Maryland 21093.

b. 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.

c. 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.

d. 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

e. 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.

f. 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.

g. 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.

h. 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, 1940 Greenspring Drive, Suite G, Timonium, MD 21093**.

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, 1940 Greenspring Drive, Suite G, Timonium, MD 21093**.

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, 1940 Greenspring Drive, Suite G, Timonium, MD 21093**.

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 in the BCPS, Division of Fiscal Services Building, 1940-G Greenspring Drive, Timonium, MD, 21093, 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 II, 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.

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, (Example: ABC Elementary School Library). 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 un-workmanlike 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
1940 Greenspring Drive, Suite G
Timonium. Maryland 21093

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 AB@ 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.

17. 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.

18. 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 contact, 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, be 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 (either the "schools" and/or "offices") are **closed** or are opening later than or closing before the pre-bid meeting time, **"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

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
DEPARTMENT OF FISCAL SERVICES
OFFICE OF PURCHASING

1940 GREENSPRING DRIVE, SUITE G
TIMONIUM, MARYLAND 21093
PHONE: 410-887-4334 FAX: 410-887-7831

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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 Request for Proposals (RFP) is soliciting proposals for software and consulting services to develop a comprehensive instructional improvement system for Baltimore County Public Schools (BCPS). The primary objective is to provide a fully integrated system that brings together all of the district's programs and initiatives around assessments, curriculum, instruction, student information systems, and reporting and analysis into a single user-friendly platform. The system must also include data-driven tools that provide educators at all levels within the District the means to build and extend teacher capacity. This should be accomplished through personalized learning for all educators by coupling multiple measures of educator development with student performance, then connecting this with the appropriate resources for fostering professional growth.

1.2 This is an Indefinite Delivery / Indefinite Quantities (IDIQ) 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 twenty (120) 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 Time is of the essence.

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. All Bidders shall include copies of any and all appropriate licenses necessary to provide the software. BCPS prefers that participating bidders have been in business for at least three (3) years supplying and supporting software.

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.

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. Bidders shall have successfully completed at least three (3) projects/contracts of similar size and scope within the past three (3) years. You may include BCPS as one (1) of the three required references.

3.0 Award Bidder Employees

3.1 Award Bidder(s) shall demonstrate to the satisfaction of BCPS that employees who will be used to provide training and/or support are properly trained and experienced in the services outlined herein.

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 contract.

5.3 CERTIFICATES OF INSURANCE

5.3.1 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, 1940 Greenspring Drive, Suite G, Timonium, MD 21093.

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

Baltimore County Public Schools
Patricia Onheiser, Purchasing/Contracting Assistant
1940 Greenspring Drive, Suite G
Timonium, MD 21093

.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.

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

5.3.3 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.

6.1.1 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
Asian American
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**:

6.3.1 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.

6.3.2 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 it 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:

.1 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;

.2 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;

.3 A detailed statement of the bidder's 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 identified under items (2) and (3) above;

.5 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;

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

.7 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;

.8 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

.9 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.

6.4 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.

BALTIMORE COUNTY PUBLIC SCHOOLS

Dr. S. Dallas Dance, Ph.D., Superintendent 6901 Charles Street Towson, Maryland 21204-3711

ADDENDUM NUMBER 1
JNI-749-13

RFP Addendum 1

DATE:	June 3, 2013
BID NAME:	Request for Proposal : Comprehensive Data System
DUE DATE:	June 21, 2013
LAST DAY FOR QUESTIONS	June 10, 2013
DUE TIME:	10:00 A.M.
PUBLIC OPENING:	NO CHANGE
TOTAL PAGES:	9

1. In addition to the hard copy of the Technical Specifications all responders are to submit a "Soft Copy": Bidders shall provide one (1) electronic version of the TECHNICAL PROPOSAL" and "SECTION 00400 FORM OF PROPOSAL", including any supporting documents on a USB flash drive or CD.
2. In the pre-bid meeting a question was asked concerning the requirement in:

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. All Bidders shall include copies of any and all appropriate licenses necessary to provide the software. BCPS prefers that participating bidders have been in business for at least three (3) years supplying and supporting software.

DO THE NATURE OF THE REQUEST FOR SOFTWARE THE REQUIREMENT THAT A BIDDER MAINTAIN A PERMANENT PLACE OF BUSINESS IN MARYLAND WILL NOT BE REQUIRED FOR THIS SOLICITATION. HOWEVER, THE BIDDER MUST HAVE A PERMANENT PLACE OF BUSINESS.

Following are the notes and the answers to the questions raised at the pre-bid on May 30, 2013. This addendum forms a part of the Request for Proposal Documents.

Baltimore County Public Schools
Office of Purchasing
Timonium, MD

Comprehensive Data System
Bid JNI-749-13

Prebid Meeting Notes
5/30/13 9:30 a.m.

Jack Nichols, Purchasing Agent, highlighted some of the items included in the solicitation.

Page 8 –find MBE. Melanie Webster is our MBE contact. Complete all of the information on these pages. This is a Baltimore County bid and we are aiming for 14 percent participation. If you are a MBE company, you may include yourself in the count.

Pricing pages are located at the end of the proposal.

David Goldsborough is the project manager. Jack introduced him to the group. David discussed the timeline. The RFP includes this information. We/he will allow for questions today.

> We are looking at late July/early August for demonstrations. July 30, 31, August 1, 6, 7, 8--target dates for presentations. The bid is due June 21, 2013, 10:00 a.m.
>
> In the initial review of solicitations, we will be looking for the best vendors for the project. We will be looking for yes and no answers. We are aware there will be no one-vendor to answer for 100 percent of the requirements. We are looking for a prime contractor to guide the work. The integration piece is high on the list of items. We are looking for one-stop shopping.

Jack pointed out that so far we have received 66 requests for this bid. We will take questions until June 10 and we will send answers to everyone that has received the bid.

Question 1—MBE—city, state, MDOT certification—what is required?

> Answer—this is a Baltimore County solicitation--14 percent participation is being sought--not required, but this is the number we are looking for and it may/could help in the evaluation.

Question 2—will BCPS make available samples of media data alignments of the RFP?

> Answer—we do not have a single solution. This is the criteria we expect to receive and is part of this project. We are using Safari Montague and looking to making future additions. Vendors can add their own architecture. We will be adding more to Datamark, which we are using.

Question 3—assignment model—should vendor supply all of the enhancement items?

Answer—the requirement is in the RFP and is to mimic or add to what we have. We will use the assessment system and PARCC systems to measure the new Common Core. We will match this—it will be beneficial for us to use. Students will recognize the look, formats, etc., so that it will be familiar to them, not something new.

Question 4—meet or does not meet augmented response would be if vendor is selected?

Answer—no, this can be included in the current bid proposal response. There is not much space allowed for this in the proposal. The addendum that we will send will address this and indicate this can be added as an attachment (i.e., please see augmented attachment, or, supplemental material).

Question 5—funding and duration of the funding?

Answer—funding is through our general fund and we have already allocated this. This is not a grant. It will be a five-year total cost. We will have reoccurring line items.

Question 6—total cost of project

Answer—we are not sharing a total cost amount.

Question 7—bid may be awarded to other vendors—is there a priority list.

Answer—we will evaluate every response in totality. If vendors respond to one piece, we will benchmark this against other responses as to what will be the best fit. We will want one vendor to do all of the integration. It will be "how the requirements are best met." The vendor will be one that best meets our requirements and has the biggest impact to classroom instruction.

Question 8—there are pieces that are not related to the teaching and learning process.

Answer—we are looking for strategies to help teachers, so we do consider all as part of the teaching and learning process. We are looking at a parent portal to be considered as well. There is no priority in this RFP. We may get 80 percent of the items completed and work with that.

Question 9—will there be offsite requirements?

Answer—it would depend on the functions. RFP response should state how vendor plans to handle the implementation.

Question 10—there is no timeline as to completion of the program, curriculum, etc.

Answer—this will be under development—at least three years. We will want to add supplemental items ourselves.

Question 11--If a proposal contains brand packages, will this be acceptable?

Answer—it would be accepted, so include it and the team will evaluate what you add. Include this as a separate pricing item. We will be looking for the best option.

Question 12—will the system be open to the Cloud?

Answer—we have asked for hosted and non-hosted. We will weigh the options.

Question 13—is there a plan for discontinuance of the present system? Will BCPS use some of this or replace entirely?

Answer—we are open to either. If we cannot get the integration, then we will replace. We don't want a total integration that compromises functionality. We don't want to "dumb down" to accomplish this.

Question 14—Learning match—there are courses. Is there a plan for the learning manual.

Answer—language, art and math are the priorities. Eventually we will do the entire program for curriculum. New superintendent, new ideas, new plans.

Question 15—is there a list of the applications to be used or replaced?

Answer—an item may be spelled out in the RFP. If something is needed, we could supply it in an addendum. Possibly we could request a report from Data Warehouse. We do not have such a list at this time—our plan is to look at what is proposed. If proposal items do not work, we will add existing items.

Question 16—here are some financing and HR systems.

Answer—we will not replace these. Data will need to flow both ways to support teacher evaluations and other reporting needs.

Question 17—security—do we have current security?

Answer—ADFS is currently being added. We will be SAML compliant.

Question 18—does this include ID for parent and student?

Answer—teachers and students have accounts—parents do not. Parents have accounts in Edline and SharpSchool, but nothing directly into BCPS. Students do not have email. Currently we are managing 107,000 students--two passwords each student.

Question 19—locality of the vendor?

Answer— DO THE NATURE OF THE REQUEST FOR SOFTWARE THE REQUIREMENT THAT A BIDDER MAINTAIN A PERMANENT PLACE OF BUSINESS IN MARYLAND WILL NOT BE REQUIRED FOR THIS SOLICITATION. HOWEVER, THE BIDDER MUST HAVE A PERMANENT PLACE OF BUSINESS.
must be a national company—in the U.S.

Reminder, be certain to sign attendance sheet for today's meeting. The sheet is attached.

All other specifications and terms remain as stated in original documents. This addendum is hereby made a part of the Contract Documents, on which the contract is based and is intended to modify, explain, correct and/or add to the original Contract Documents.

Jack Nichols Purchasing Agent
Baltimore County Public Schools - Office of Purchasing
1940 Greenspring Drive, Suite G, Timonium, MD 21093
Email: jnichols@bcps.org Fax: 410-887-7831

Attachments: 1 Pre-bid sign in

c: Project File
David Goldsborough
Sheri Laun
Lloyd Brown
Frank Curnoles

BALTIMORE COUNTY PUBLIC SCHOOLS

Dr. S. Dallas Dance, Ph.D., Superintendent 6901 Charles Street Towson, Maryland 21204-3711

ADDENDUM NUMBER 2
JNI-749-13

DATE:	June 11, 2013
BID NAME:	Request for Proposal : Comprehensive Data System
DUE DATE:	June 21, 2013
LAST DAY FOR QUESTIONS	June 10, 2013
DUE TIME:	10:00 A.M.
PUBLIC OPENING:	NO CHANGE
TOTAL PAGES:	

RFP Addendum #2

Following are the answers to the questions received after the pre-bid and before the deadline. Two items for clarification that were included in Addendum #1 remain in this addendum. This addendum forms a part of the Request for Proposal Documents.

1. In addition to the hard copy of the Technical Specifications all responders are to submit a "Soft Copy": Bidders shall provide one (1) electronic version of the TECHNICAL PROPOSAL" and "SECTION 00400 FORM OF PROPOSAL", including any supporting documents on a USB flash drive or CD.
2. The SECTION 00400- FORM OF PROPOSAL IS included in the original solicitation after page 125. A new Section properly numbered is included with this addendum and should be used for the response to the solicitation

3. In the pre-bid meeting a question was asked concerning the requirement in:

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. All Bidders shall include copies of any and all appropriate licenses necessary to provide the software. BCPS prefers that participating bidders have been in business for at least three (3) years supplying and supporting software.

DO THE NATURE OF THE REQUEST FOR SOFTWARE THE REQUIREMENT THAT A BIDDER MAINTAIN A PERMANENT PLACE OF BUSINESS IN MARYLAND WILL NOT BE REQUIRED FOR THIS SOLICITATION. HOWEVER, THE BIDDER MUST HAVE A PERMANENT PLACE OF BUSINESS.

4.0 QUESTION: Dell Inc is formally requesting an extension to this RFP of 10 BUSINESS days.

RESPONSE: No. We've booked the Crowne Plaza already for the 6 days at the end of July and beginning of August. We will be cutting into valuable time for our reviewers to complete their work and an extension is not possible because of our time schedule.

5.0 QUESTION: Are there any prerequisite such as needed to be in business for a certain number of years?

RESPONSE: There is no pre-requisite for the number of years in business. But in the RFP we ask for examples of where they have done this work before. I think it's more important that the vendor(s) have demonstrated success doing this work.

6.0 QUESTION: Can you explain the vendor requirement boxes, is there something that the bidder needs to fill out? There's a three column portion that says meets, does not meet and response. Is the judging committee going to evaluate bidders on those areas? Or is the bidder support to respond

ANSWER: For the second question the responders need to check the meets requirement box if they meet it. Or if not then check the does not meet. The response column is strictly for their discretion as to whether or not they want to provide detail on how they meet the requirement or explain why they don't. We are allowing the responders to provide additional detail in an appendix in order to provide as much text as they like. I would highly suggest that they take advantage of the response column to clarify anything about their product that they want us to know.

7.0 QUESTION: . Part II: Specifications – General Requirements: Page 2: Qualification of Bidder: 2.1
Is the Certification to do business in Maryland still required? If yes, then at the time of bid or upon the award? Also, would proof of application submittal be acceptable at the time of bid? Please reference Part 1: General Terms and Conditions: Page 3: #4. Is this requirement under Article 56, Section 270(4), Annotated Code of Maryland the same requirement as above? If yes, then it would seem that this is only necessary at the time of Award and not due with the bid. Is that correct?

ANSWER: YES. Proof of Application should be sent with the bid and if awarded the approval would be necessary.

8.0 QUESTION: The Board of Directors – Diversity Affidavit seems to be geared toward construction projects. We are happy to fill this out but I wanted be sure that this was still applicable for this particular RFP.

ANSWER: This information should be completed for this project.

Baltimore County Public Schools
Office of Purchasing
Timonium, MD

Comprehensive Data System

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
DEPARTMENT OF FISCAL SERVICES
OFFICE OF PURCHASING

1940-G GREENSPRING DRIVE
TIMONIUM, MARYLAND 21093
PHONE: (410) 887-4334 FAX: (410) 887-7831

PROPOSAL SHEET

_____ I / We certify that to the best of my/our knowledge, that neither this firm, nor any of its officers, directors to 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 16.202).

_____ 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# _____

State of Maryland Tax certification number _____ See: http://www.dat.state.md.us/sdatweb/charter.html

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

(African Americans) (Alaskan Native) (American Indian) (Asian Americans) (Hispanics) (Physically or Mentally Disabled Individuals) (Women)

Is your company a small business with fewer than fifty (50) employees which generates an annual revenue less than two 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 the Part I: Terms and Conditions, and Part II: Specifications, forming a part of the agreement and agree to furnish all permits, inspections, labor, equipment, and materials to complete repair work as specified for the price indicated, in the manner provided within these specifications, and especially on subsequent pages of this Proposal Sheet, for the Baltimore County Public Schools.

COMPANY _____ FEDERAL ID # _____

ADDRESS _____

_____

SIGNATURE _____

TYPED NAME/TITLE _____

TELEPHONE _____ FAX _____ DATE _____

REPRESENTATIVE _____ E-MAIL _____

RETURN TO: BALTIMORE COUNTY PUBLIC SCHOOLS, OFFICE OF PURCHASING
1940-G GREENSPRING DRIVE, TIMONIUM, MD 21093

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
DEPARTMENT OF FISCAL SERVICES
OFFICE OF PURCHASING

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PHONE: (410) 887-4334 FAX: (410) 887-7831

STATE OF MARYLAND ANTI-BRIBERTY AFFIDAVIT & STATE OF MARYLAND TAX CERTIFICATION

1. I am the _____ and the duly authorized representative of the firm of _____ whose address is _____, and that I possess the legal authority to make this affidavit 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 nolo contendre 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, 1997, 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 contribution, 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.

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

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
DEPARTMENT OF FISCAL SERVICES
OFFICE OF PURCHASING

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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 subgrantees as of fiscal year 1990.

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
DEPARTMENT OF FISCAL SERVICES
OFFICE OF PURCHASING

1940-G GREENSPRING DRIVE
TIMONIUM, MARYLAND 21093
PHONE: (410) 887-4334 FAX: (410) 887-7831

REFERENCES

List at least 3 projects (preferably school systems) -- one may be with BCPS, completed by your organization in the last eighteen (18) months. References--should include projects of similar scope and size for which your firm has provided similar service.

PROJECT #1

_____
Project #1--Brief Description of Type of Project

_____
Organization's Name for Public Project #1

( ) _____ ( ) _____ ( ) _____ ( ) _____
Company Phone # Representative's Phone Fax Number 800 Number

PROJECT #2

_____
Project #2--Brief Description of Type of Project

_____
Organization's Name for Public Project #2

( ) _____ ( ) _____ ( ) _____ ( ) _____
Company Phone # Representative's Phone Fax Number 800 Number

PROJECT #3

_____
Project #3--Brief Description of Type of Project

_____
Organization's Name for Public Project #3

( ) _____ ( ) _____ ( ) _____ ( ) _____
Company Phone # Representative's Phone Fax Number 800 Number

_____ _____
Signature of Bidder Date

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
DEPARTMENT OF FISCAL SERVICES
OFFICE OF PURCHASING

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TIMONIUM, MARYLAND 21093
PHONE: (410) 887-4334 FAX: (410) 887-7831

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.

_____
Name of Corporation/Business

List of Board of Directors

Name of Individual	Title	Diversity (See Legend)

Diversity Legend: (1) African Americans; (2) Alaskan Native; (3) American Indian/Native Americans; (4) Asian Americans; (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; or (9) Male Caucasian. [Note: It is understood that an Individual may qualify for more than one designation. Multiple designations shall be so noted on the form] Internal Distribution: Copy with the Bidder's Proposal; Copy to BCPS-MBE Officer.

BALTIMORE COUNTY PUBLIC SCHOOLS

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DEPARTMENT OF FISCAL SERVICES
OFFICE OF PURCHASING

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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 9/10/96).

BALTIMORE COUNTY PUBLIC SCHOOLS

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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 offerors, 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

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
DEPARTMENT OF FISCAL SERVICES
OFFICE OF PURCHASING

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TIMONIUM, MARYLAND 21093
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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 _____

_____
Signature

_____
Title

_____
Vendor Name

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
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PHONE: (410) 887-4334 FAX: (410) 887-7831

NO BID PAGE

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 Alaskan Native 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
1940-G GREENSPRING DRIVE
TIMONIUM, MD 21093

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
DEPARTMENT OF FISCAL SERVICES
OFFICE OF PURCHASING

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PHONE: (410) 887-4334 FAX: (410) 887-7831

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 and "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 potential award 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

BALTIMORE COUNTY PUBLIC SCHOOLS

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PHONE: (410) 887-4334 FAX: (410) 887-7831

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/orCertified 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 Potential Award 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 _____%. 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 potential award 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 potential award bidder.

_____
Signature Date

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

_____
Signature Date

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
DEPARTMENT OF FISCAL SERVICES
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PHONE: (410) 887-4334 FAX (410) 887-7831

SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE SUBCONTRACTOR UNAVAILABILITY CERTIFICATE

Section I

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

Located at _____ was offered an
(Complete Mailing Address)

opportunity to bid on the _____ school project in Baltimore County by
(Name of School)

_____ located at
(Name of Bidder)

_____
(Complete Mailing Address and Telephone Number)

Section II

The _____ is either unavailable for the work/service, is unable
(Name of SBE/MBE Firm)

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)

BALTIMORE COUNTY PUBLIC SCHOOLS

S. Dallas Dance, Ph.D. • Superintendent • 6901 Charles Street • Towson, MD • 21204

SMALL BUSINESS ENTERPRISE AND CERTIFIED MINORITY BUSINESS ENTERPRISE PROCEDURES

FOR

BALTIMORE COUNTY FUNDED CONTRACTS

Baltimore County Public Schools

Focused on Quality, Committed to Excellence

Effective: April 2, 2001

Revised: November 1, 2005

BALTIMORE COUNTY PUBLIC SCHOOLS

S. Dallas Dance, Ph.D. • Superintendent • 6901 Charles Street • Towson, MD • 21204

Small Business Enterprise and Certified Minority Business Enterprise Document Check List For Baltimore County Funded Contracts

1. **Small Business and Certified Minority Business Enterprise Utilization Affidavit** – The bidder shall submit this affidavit with the bid proposal; failure to submit may result in the bid being determined non- responsive.

2. **Small Business/Certified Minority Business Enterprise and Potential Award Bidder's Statement of Intent** – This form shall be completed and signed by bidder and each SBE/MBE firm selected as part of the bidder's team.

3. **Request for Waiver (if applicable)** – This form shall be submitted by the bidder if necessary. See procedures for instructions.

4. **Small Business and Certified Minority Business Enterprise Subcontractor Unavailability Certificate** – This certificate must be signed by the bidder and accompanied by a list of small and certified minority business enterprise subcontractors or suppliers found to be unavailable.

5. **Standard Monthly Contractor's Requisition for Payment** – The potential award bidder shall complete this form with each requisition submitted for payment. **This form shall be completed for construction projects only.**

BALTIMORE COUNTY PUBLIC SCHOOLS Division of Physical Facilities
Melanie Webster
Minority Business Enterprise Officer
Timonium Business Park
1940-G Greenspring Drive
Timonium, MD 21093

Telephone: 410-887-4334
Fax: 410-887-7831

BALTIMORE COUNTY PUBLIC SCHOOLS

S. Dallas Dance, Ph.D. • Superintendent • 6901 Charles Street • Towson, MD • 21204

SMALL BUSINESS ENTERPRISE AND CERTIFIED MINORITY BUSINESS ENTERPRISE PROCEDURES FOR COUNTY FUNDED CONTRACTS

1.0 Purpose

To attempt to achieve a minimum of 14 percent of the total dollar value of all contracts directly or indirectly with small business and/or certified minority enterprises when Baltimore County funds are utilized.

2.0 Effective Date

These procedures have been approved by Baltimore County Public Schools (BCPS), and supersede previously approved Small Business and Certified Minority Business Enterprise procedures, and are in effect on or after April 2, 2001.

3.0 Definitions

1. Small Business: A for-profit business, other than a broker, that meets the following criteria:
   a. it is independently owned and operated;
   b. it is not a subsidiary of another business;
   c. it is not dominant in its field of operation;
   d. 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;
   e. 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;
   f. 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;
   g. 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
   h. 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.
   i. BCPS reserves the right to request tax documents to support such a claim.
2. Certified Minority Business Enterprise is any legal entity, other than a joint venture, which holds a certification issued by the Maryland State Department of Transportation or other recognized municipalities which identify the legal entity as a Minority Business Enterprise.
3. Minority Business Enterprise Liaison means the employee of the Board of Education designated to administer the Board's Small Business Enterprise and Certified Minority Business Enterprise Procedures.
   a. The MBE Liaison may assist the potential award bidder in identifying SBE/MBE firms that could participate in the contract.
4. Potential Award Bidder means a bidder deemed responsive and responsible pending approval by the Board of Education.
5. Award Bidder means a responsive and responsible bidder approved by the Board of Education.
6. Failure to provide required SBE/MBE participation forms may result in the rejection of the proposal.

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4.0 ***Implementing Procedures***

1. EACH PROPOSAL SHALL INCLUDE THE FOLLOWING:

   a. A notarized Small Business Enterprise and Certified Minority Business Utilization Affidavit.

   b. A properly executed Small Business Enterprise/Certified Minority Business Enterprise and Potential Award Bidder's Statement of Intent form for each SBE/MBE participating in the contract, that describes:

      (1) The contract work to be performed, or items furnished by the SBE/MBE

      (2) The proposed timetable for performance

      (3) The agreed prices to be paid for the work or supplies; and

      (4) The percentage of the total value of the contract

   c. If the bidder is unable to achieve the contract goal of 14 percent for SBE/MBE participation, the bidder will submit a written request for waiver by completing the Request for Waiver form which shall include the following:

      (1) A detailed statement of the efforts made by the bidder to identify and select portions of the work to be performed by subcontractors and/or suppliers in order to increase the likelihood of achieving the stated goal;

      (2) A detailed statement of the efforts made by the bidder to solicit SBE/MBE firms;

      (3) A detailed statement of the bidder's 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 identified in 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 to be acceptable; and,

      (7) A list of SBE/MBE subcontractors and/or suppliers found to be unavailable. This list 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.

   d. In the event a bidder seeks a waiver of the fourteen percent (14%) goal, the bidder shall submit to the MBE Liaison the completed request for waiver on the standard BCPS form with an attachment consisting of the original supporting documentation listed immediately above 4.2.b. (1)-(7).

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2. BIDDER'S RESPONSIBILITIES:

   a. The bidder must ensure that SBE/MBE firms shall have the maximum practical opportunity to compete for subcontract.

   b. The bidder shall provide information and documentation as requested by the MBE Liaison.

   c. The bidder shall maintain the following records:

      (1) All documents necessary to confirm compliance with SBE/MBE utilization.

      (2) All written records that indicate the identity of the SBE/MBE subcontractors employed on the contract and the type/scope of work performed by the identified SBE/MBE.

      (3) The actual dollar value of the work and/or services performed by the identified SBE/MBE.

      (4) All records and documents concerning SBE/MBE participation must be retained by the potential award bidder/award bidder for a period of three (3) years after final completion of the contract.

      (5) All records and documents will be available for inspection by the MBE Liaison.

   d. In the event the bidder decides to change SBE/MBE participating firms, the bidder shall submit in writing the proposed change to the MBE Liaison for approval. All written submissions must be delivered to the MBE Liaison forty-eight (48) hours in advance of proposed implementation of the change.

   e. At the completion of all work under the contract, the award bidder shall prepare a written summary of the final SBE/MBE participation. The final written report shall compare the proposed participation at the time of contract award with the actual participation. The written report shall include the dollar values of the proposed participation and the dollar values of the action participation for each SBE/MBE. In the event the actual dollar amount varies from the dollar value of the proposed participation by more than one percent (1%) then the award bidder shall provide a written explanation of the difference.

   f. Failure of the potential award bidder/award bidder to provide required SBE/MBE participation may result in termination of this contract.

5.0 *Monitoring*

1. The MBE Liaison is responsible for reviewing and approving the SBE/MBE documentation.

2. The MBE Liaison reserves the right to review the SBE/MBE participation documents during the course of this contract

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Baltimore County Public Schools
SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE AND BIDDER'S STATEMENT OF INTENT

PROJECT NAME _____

PROJECT LOCATION _____

C. Name of Bidder _____

D. Name of SBE/MBE _____

Indicate with and "X" SBE or MBE status: _____MBE _____SBE

SBE/MBE Phone Number: _____ Fax Number _____

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

_____

_____

6. Subcontract Amount: $ _____

7. SBE/MBE Commencement Date _____ Completion Date _____

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

The undersigned subcontractor and potential award 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

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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/orCertified 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 Potential Award 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 _____%. 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:

8. 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;
9. A detailed statement of the efforts made to solicit small business enterprise and/or certified minority business enterprise firms;
10. A detailed statement of the efforts to make personal contact with SBE/MBE firms identified for item (2) above;
11. A record of the name, address, telephone number, and dates contacted for each SBE/MBE firm for items (2) and (3) above;
12. 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;
13. A detailed statement of reasons for the rejection of a subcontractor's quotation from the SBE/MBE firm which the potential award bidder considers not be acceptable; and,
14. 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 potential award bidder.

_____
Signature Date

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

_____
Signature Date

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SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE SUBCONTRACTOR UNAVAILABILITY CERTIFICATE

Section I

It is hereby certified that the firm of _____
(Name of SBE/MBE firm)
Located at _____ was offered an
(Complete Mailing Address)
opportunity to bid on the _____ school project in Baltimore County by
(Name of School)
_____ located at _____
(Name of Bidder) (Complete Mailing Address and Telephone Number)

Section II

The _____ is either unavailable for the work/service, is unable
(Name of SBE/MBE Firm)
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)

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STANDARD MONTHLY CONTRACTOR'S REQUISITION FOR PAYMENT
SMALL BUSINESS AND/OR CERTIFIED MINORITY BUSINESS ENTERPRISE PARTICIPATION

CONSTRUCTION ONLY

LEA: Baltimore County Public Schools _____ DATE: _____

PROJECT TITLE _____ BID NO. _____

LOCATION _____ REQ NO. _____

ORGNL./ ADDTL	NAME OF SBE/MBE (Indicate SBE or MBE next to firm name)	TOTAL SBE/MBE CONTRACT	AMOUNT TO BE PAID THIS REQUISITION	PAID JULY 1, 20___ TO JUN 30, 20___	TOTAL PAID TO DATE
1	2	3	4	5	6
	TOTAL				

I certify that the figures and information presented above represent accurate and true statements and 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 Authorized Signature/Date

BALTIMORE COUNTY PUBLIC SCHOOLS

Dr. S. Dallas Dance, Ph.D., Superintendent 6901 Charles Street Towson, Maryland 21204-3711

ADDENDUM NUMBER 3
JNI-749-13

DATE:	June 13, 2013
BID NAME:	Request for Proposal : Comprehensive Data System
LAST DAY FOR QUESTIONS	June 10, 2013
DUE DATE:	June 21, 2013
DUE TIME:	10:00 A.M.
PUBLIC OPENING:	NO CHANGE
TOTAL PAGES:	

RFP Addendum 3

Following are the answers to the questions received after the pre-bid and before the deadline.

1. QUESTION : 3a.1.7 - What is the maximum storage size for a student? (The minimum storage is 1 GB in the RFP document).

   ANSWER: Vendors will need to provide a cap on storage space and/or quote options for storage that BCPS could execute in pricing. The extended base price should include the maximum allowable storage for each student that you will include. And any additional options to expand storage limitations can be quoted on a per pupil per GB basis.

2. QUESTION: 3k.7.7 - What does this mean "the system must be able to designate some courses as ones a student may take multiple times for credit"?

   ANSWER: Some courses are set up so that a student can take them multiple times. An example might be Concert Band. The student is awarded credit each time he passes this course. Something like English 10 cannot be taken multiple times for credit. When the student takes it a second time, we wipe out the credit from the previous attempt. The system must allow BCPS to designate certain courses this way.

3. QUESTION: 3q.7.24 - What is the maximum number of concurrent users? (5000 minimum was mentioned in the document)

   ANSWER: Please continue to use 5000 as the number.

4. QUESTION3q.7.72 - How is Homeroom reporting differs from Classroom reporting?

   ANSWER: Classroom reporting is referring to reporting on classes other than the homeroom class.

5. QUESTION: Can BCPS please describe the desired model of training?

   ANSWER: The district has no preference with regard to training models. Our desire is to have effective training and we are relying on the vendor to communicate a plan that has demonstrated itself to be effective in other implementations. The district is open to train the trainer models, classroom training, blended training etc.

6. QUESTION: What roles should receive training?

   ANSWER: Any user of the system should have access to training. The mechanism for training delivery should be reflected in the RFP as part of the vendors proposed plan. Also training should be included for any technical support that is required from BCPS Information Technology personnel. As stated above the preferred mechanism for delivery of this training should be outlined in the vendors plan and should also represent what the vendor sees as best practice based on other successful implementations.

7. QUESTION: Can BCPS please describe the desired model of training?

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9. QUESTION: Can BCPS provide the estimated number of staff for each of these roles?

ANSWER: The user base for the system will be approximately 8,700 teachers and 600 principals/APs. Additionally the district enrolls about 107,000 students who will also be users of certain components as well as parents. The balance of 5000 or so employees represent various administrative and educational support functions.

10. QUESTION: Should clarifications and exceptions to the General Terms and Conditions set forth by the RFP be included in the section of our response that lists the bidder's deviations to specifications?

ANSWER: Any clarifications and or exceptions to the Terms and conditions should be provided on separate pages and included with the Technical response.

11. QUESTION: On page 3 of the General Terms and Conditions, Section d, #1 indicates that BCPS will announce the vendor names and prices at the bid opening. Will BCPS announce the total price or the price for each individual like item?

ANSWER: Please see Part II: Specifications: General Requirements Section 11.0 Bid Opening.

12. QUESTION: Part III Specific Specifications (SS), page 1, Addendum 1 (Q18) indicates that BCPS does not currently administer user IDs and passwords for parents and guardians. To meet the Web Portal / Collaboration System requirements listed on page 1, parents and guardians will require user IDs and passwords that are linked to their specific students information. How does BCPS envision doing that in advance of implementing this system? What tools will BCPS use to accomplish this?

ANSWER: This will be more of a process that parents/guardians will have to follow to request ID and passwords linked to their student's information. Vendors should describe how they handle the linking of parent/guardian accounts to existing student accounts through portal products. Whatever product is proposed as the portal solution must integrate with all aspects of student data for parent/guardian visibility.

13. QUESTION: Requirement 3.4.1 - Can BCPS elaborate on this requirement? Do they want the vendor to support the same parent login on from multiple devices simultaneously?

ANSWER: This requirement refers to the system's ability to be able to have multiple parent logins to the portal. Parents should not be restricted to just one ID and this ID and password combination should be device agnostic.

14. Question: Requirement 3a.1.8 - Is it expected that the Instructional Management system supply the screens to collect the search keys and that the Content Management system supply an API for requirement 3.6.1 to which to pass these search keys and return results? If not, how does BCPS envision the Instructional Management system meeting this requirement?

ANSWER: Requirement 3.6.1 refers to the ability for the content system to be able to search the web and harvest content. Requirement 3a.1.8 refers to searching within the content management system itself.

15. Question: Requirement 3b.1.5 - Does this requirement cover item authoring, assessment creation, assessment administration and assessment scoring? How does this requirement relate to the Content Management requirements 3.6.11, 3.6.12, 3.6.13 and 3.6.14?

ANSWER: Requirement 3b.1.5 refers to the assessment process. Requirements 3.6.11 – 3.6.14 refer to the content/curriculum management system. These are 2 separate systems.

16. Question: Requirements 3.6.11 through 3.6.19 - Can BCPS elaborate on why these Assessment Administration requirements are included as requirements on the Content Management solution? What are the specific functions that the Content Management solution should provide as part of these requirements?

ANSWER: The vendors need to respond and describe how their system handles these requirements. If all aspects of assessment administration are handled within one product and the content management system does not provide the capability as specified in the RFP then please respond accordingly. We highly recommend that if vendors feel certain functionality is better handled through another product then please take advantage of the response area and clarify.

17. QUESTION: Requirement 3.4.6 - What specific functions need to occur in real-time? While the Web Portal and Collaboration system will of course be a real-time user interaction experience, its ability to provide real-time data is dependent on the sub-systems that are launched from the portal and/or the subsystems data being refreshed real-time.

ANSWER: The vendors should describe how data is refreshed and offer a proposed mechanism for offering the data real time. This is why the RFP mandates the need for integration. If vendors cannot meet a real time requirement then please propose what type of refresh schedule makes sense. Obviously the district would not want to compromise system performance if data refreshes are running throughout the day. The vendors need to respond to their recommended methodology and capability of the system.

18. QUESTION: BCPS is asking that vendors provide hosted and non-hosted solutions (addendum 1 Q12), yet the General Terms and Condition item 1.f indicates otherwise and the Proposed Pricing Sheet makes no allowance for two options. Can BCPS please clarify if and how vendors are to propose these options and include them in proposed pricing?

    ANSWER: The pricing sheet has 2 options. One for hosted pricing and one for BCPS hosted pricing.

19. QUESTION: f a vendor only offers a hosted solution, are they able to bid?

    ANSWER: Yes definitely. Please do not refrain from bidding if you are only able to offer one mechanism for delivery of the system(s).

20. QUESTION: If a vendor only offers a software as a service (SaaS) solution, are they able to bid?

    ANSWER:Yes same as above

21. QUESTION:Part II, Section 7.2 states that proposals shall include criteria outlined in Section 1.0. Did BCPS mean to state that bidders should respond to the criteria in Section 2.0, Qualification of Bidders?

    ANSWER: Responses should meet the scope of the project by submitting the Technical portion in Part III and the Pages in the Proposal Section.

22. QUESTION: On page 3 of the General Terms and Conditions, Section d, #1 indicates that BCPS will announce the vendor names and prices at the bid opening. Will BCPS announce the total price or the price for each individual like item?

    ANSWER: See question 11.

23. QUESTION: Part III Specific Specifications (SS), page 1, Addendum 1 (Q18) indicates that BCPS does not currently administer user IDs and passwords for parents and guardians. To meet the Web Portal / Collaboration System requirements listed on page 1, parents and guardians will require user IDs and passwords that are linked to their specific students information. How does BCPS envision doing that in advance of implementing this system? What tools will BCPS use to accomplish this?

    ANSWER: This will be more of a process that parents/guardians will have to follow to request ID and passwords linked to their student's information. Vendors should describe how they handle the linking of parent/guardian accounts to existing student accounts through portal products. Whatever product is proposed as the portal solution must integrate with all aspects of student data for parent/guardian visibility.

24 QUESTION: How many different standards based report cards (different grade levels, languages) does the district use or expect to use?

ANSWER: The District currently does not deploy different standards based reports cards at this time but plans are underway to move in this direction. Vendors should respond as best they can and demonstrate if their system is capable of handling this requirement. I would encourage all vendors to use the response area and describe their system's abilities.

25. QUESTION: Please provide the number of years of SIS data conversion that will be required from the STARs system.

ANSWER: There will not be a blanket answer to this. The current system maintains the current year and a projected year for many items that would definitely need to be converted. Some tables, like our enrollment and student tables, would most likely be converted at full volume. Other tables, like class assignments would likely only bring the current year and projected years. We would not be trying to use the new system as a historical reporting tool, but would be using our data warehouse instead.

26. QUESTION: What is the district's desired timeline for implementation of the new systems, including projected award date, start date, and go-live date for the new SIS?

ANSWER: The vendors must propose a time frame that in their experience makes sense and has the best chance for success. The District will be open to recommendations and can provide time frames that may work best. For purposes of the RFP the vendors need to supply their typical project schedule.

27. QUESTION: What is the district's desired training approach? Would a full Train-The-Trainer model be acceptable or would the district prefer that school site "power users" be taught by the SIS vendor?

ANSWER: The vendors need to propose what training model they offer and would recommend for implementations of this size.

28. QUESTION: Should vendors that have an integrated Special Education (SPED) component include it in base pricing, or should SPED be proposed as an option? (This question is being asked because the RFP requests both functionality and import/export capabilities).

ANSWER: The pricing sheet requests this as one item under the SIS section. If vendors wish to separate out the pricing for any reason please feel free to do so. Vendors should price their system in response to the requirements of the RFP.

29. QUESTION: In the Functional Requirements section of the RFP, item #3a.7.18 asks the following: "The system must provide real-time import of daily attendance from the District's building access system." Please provide a clarifying description of the "building access system".

ANSWER: The District is looking to implement a card key system that students will use to check themselves in and out of the building(s). This system may be used to track attendance and the data needs to be imported from this. Examples of these type of systems include ACCESS 411, Scholar Chip etc.

30. QUESTION: Please define BCPS rules for QPA (Quality Point Average), as mentioned in Grade/Transcript Reporting Section: 3c.7.47 System must calculate quarterly, projected and earned QPA (Quality Point Average) according to BCPS rules.

ANSWER: The Quality Points are awarded on the following scale:

Standard Level Courses A=4, B=3, C=2, D=1, E=0
Honors Level Courses A=5,B=4,C=3,D=1,E=0
GT,AP and IB Courses A=6,B=5,C=4,D=1,E=0

Multiplied times Credit value for each course

he Quality Point Average is the number of Quality Points / Credits AttemptedQuarterly QPA is a QPA calculated on the current quarter's grades.

Projected QPA is a career QPA calculated using the current quarter's grades for any courses in progress.
Earned QPA is a career QPA calculated only on completed courses.

Class Ranks at BCPS are based on Projected QPA. We also produce a class rank based on projected GPA. A straight unmodified 4.0 scale is used for GPA.

31. QUESTION: Please define "clusters" as mentioned in several of the requirements in the Special Education Programs Requirements.

ANSWER: Clusters are service delivery models for students in centralized locations for students whose IEP cannot be met within their community schools even with support services and accommodations/modifications.

32. QUESTION: On the tools and methods that will be used to ensure integration between all awarded systems. Therefore vendors will also provide a cost for such integration in the price proposal. Given that the number of systems to integrate with is unknown at this time, and the level of integration/ complexity to integrate between systems is also not known, would BCPS consider a time and materials price (or a per integration price) on this component of the project?

ANSWER: Yes. Please propose the work in this manner if more appropriate.

33. QUESTION: In order to accurately estimate solution pricing, can BCPS provide the number of estimated student users and faculty users that will be accessing the system?

ANSWER: Students total approximately 107,000. The system employs around 8600 teachers and approximately 600 Principals/APs

34. QUESTION: In order to accurately put together a training program, can BCPS estimate the number of faculty, staff & administrative users that will be accessing the system?

ANSWER: Vendors should plan for all teachers – 8700, Principals/APs – 600 and some education/admin support – approximately 2000-3000.

35. QUESTION: In order to fully respond to your requirements, we respectfully request an extension for the submission date.

ANSWER: Time does not permit for this.

RFP SECTION: 3b.1.11 The system must support world language assessments to enhance ELL and second language students through the use of computer-assisted language learning software.

QUESTION: Could the District please clarify this requirement with more details about how they want world language assessments supported within the system?

ANSWER: The system needs to be able to support conducting assessments in world languages that students are taking.

QUESTION: Does this requirement relate to the nationally-recognized world language proficiency assessments that students sometimes take (such as offered by ACTFL) and districts sometimes give students high school credit based on those results? If yes, please clarify what the District would like the system to do relating to this? e.g. store the results?

ANSWER: At this point BCPS does not offer this but is under consideration because it was just approved by MSDE

QUESTION: Is the District looking for the ability for the system to handle assessment items in foreign languages?

ANSWER: Yes

QUESTION; What does the district mean by "through the use of computer-assisted language learning software"? Does the District want this software to be part of the system or is this software already in place being used by ELL and 2nd language students?

ANSWER: The district is looking at using something like a Rosetta Stone. The vendors do not have to include this unless it is native to their system already.

RFP SECTION: 3a.1.7 The system must provide the ability for students to be able to store work products including but not limited to PDF, DOC, PPT, MP3, MP4, and TXT formats that can be submitted to the LMS for teacher evaluation. A minimum of 1 gigabyte storage should be provisioned for each student.

QUESTION: Could the District please clarify whether they want a system that can store/handle student assignments, homework, etc.? Is the District looking for a formal process/workflow for students to submit these items and for teachers to grade them?

ANSWER: Vendors need to treat this requirement as functionality that's part of an LMS. They need to tell us how they would handle the request for students to be able to submit work into the LMS for grading. The vendor must describe how their system handles this.

RFP SECTION: 3b.1.5 The system must centrally manage all aspects of the assessment process including test and item creation, test scheduling, printing, pre-slugging, scanning and assessment data collection progress.

QUESTION: Could the District please provide more specifics regarding the "assessment data collection progress"? Do they mean the collecting of student responses?

ANSWER: The assessment system must be the central repository for assessment responses. All aspects of performing assessments and storing and analyzing the data must be handled through this system.

39. QUESTION: Would our bid be considered if we proposed zero (0) SBE/MBE participation for this project?

ANSWER: The SBE/MBE goal is a goal. We do not reject proposals for requesting a waiver for the SBE/MBE participation. However, a request for waiver must be justified. Please review the nine points on the request for waiver form and include a response to each point with your request.

40. QUESTION: If you will accept a bid that includes zero SBE/MBE participation then how would you recommend vendors complete and submit the required MBE participation, MBE Utilization Affidavit, and MBE Waiver forms?

ANSWER: All bidders should sign the Utilization Affidavit stating that they will attempt to achieve the goal. If they are unable to achieve the goal, then the Request for Waiver should be completed and submitted along with all supporting documentation. The waiver request will be reviewed prior to award of contract.

41. QUESTION: Does BCPS have an evaluation system for this procurement that is points based? If so can you disclose what percent of the total points possible will be allocated to MBE participation?

ANSWER: The maximum number of points assigned to the MBE/SBE portion of the solicitation would be three (3).

42. QUESTION: Item 3a.2.1 on page 7 of Part III indicates, "The system must provide individualized professional growth plans for any employee." Can the District please clarify the number of employees that will use the system? Can the District please provide further detail on the number of users by role (district administrators, site leaders, teachers, classified staff, etc.)?

ANSWER: BCPS has roughly 14,000 employees which are comprised of roughly 8,700 teachers and 580 principals/APs. The remaining 4,600 or so are a mix of administrative support employees at the main district office locations as well as educational support employees.

43. QUESTION: Related to Item 3a.2.1 on page 7 of Part III that indicates "The system must provide individualized professional growth plans for any employee," how many different professional growth plans will be required? For instance, will there be different templates for non-tenured and tenured teachers, school-level administrators, district-level administrative staff, district-level leadership, classified staff, etc.? Or will all staff use the same professional growth plan template?

ANSWER:The growth plans will be based on the needs of the employee as determined by their supervisor. This could be a combination of professional development, coaching or whatever is deemed necessary. The vendors need to respond as if anyone in the district will have a growth plan and comment in the response area if they wish to clarify extended functionality they wish to reveal to us.

44 QUESTIION: Item 3a.2.3 on page 7 of Part III states "The system must allow each employee to view their observation and evaluations on line both current and historical." Does the District currently use an electronic / web-based solution to support observations and evaluations? If so, what system is used and what is the future plan for that system? Lastly, is their historical data that vendors need to import into the new solution?

ANSWER: The district does not currently have an electronic/web-based solution to support observations and evaluations. Minimal historical data that will be needed to manage the evaluation process will include employee name, area of certification (if applicable), current assignment, supervisor/evaluator name and position, employee date of hire, date of last evaluation and rating.

45 QUESTION: Item 3a.2.5 on page 7 of Part III outlines that "The System must allow for the completion and submission of evaluations on line." Similar to our question above, will all district employees use the solution for evaluation purposes or just certain user groups? Which groups? And, will the evaluation workflows vary by user group or will all users use the same workflow?

ANSWER: The end goal would be for all district employees to use the solution for completion and submission of evaluations. The evaluation workflow would vary by user group.

46 QUESTION: Related to Item 3a.2.5 on page 7 of Part III that outlines "The System must allow for the completion and submission of evaluations on line," will the District use student growth or other student performance measures as part of the evaluation process / computation? If so, can the District please provide further details?

ANSWER: Student growth data will be used in the teacher and principal evaluation process. Quantitative data will be provided at the time of contract award.

47. QUESTION: Does the District have documentation for defined evaluation workflows? If so, can it please provide that documentation to vendors or direct vendors to the proper source of information?

ANSWER: The District has defined evaluation workflows for teachers and principals only. Evaluation workflows for other employees will be developed dependent upon solution parameters.

48. QUESTION:Can the District please clarify and/or provide a use case for Item 3b.2.3 on page 8 of Part III, which states, "The system must be capable of importing and working with any scoring components that are defined by the district"?

ANSWER: The district may use different scoring rubrics for PD offerings. And also may apply weighted scoring to PD as it relates to an employees evaluation.

49. QUESTION: Item 3.b.2.9 on page 8 of Part III relates to "Profile details such as assignment, certification status and expiration date..." Can the District please clarify the source system for this information?

ANSWER: This data is currently housed in the District's HR system which is Advantage.

50. QUESTION: Related to the Educator Effectiveness and Professional Development component of the overall solution, does the District have a timeframe / milestones in mind for when this portion of the project should be made available to end users? And, will it be made available to all end users at the same time or rolled out in phases? Lastly, will all Educator Effectiveness and Professional Development functionality be made at the same time, or does the District desire for the sub-elements of this component to be rolled out in phases?

ANSWER: The final project schedule and sequence of the rollout will be determined when the contract is awarded. The vendors should provide a sample project plan demonstrating to the District the time involved with rolling these systems out.

51. QUESTION: Section 3.9 on page 114 of Part III asks vendors to "provide preliminary project plan..." Related to a draft project workplan, if a vendor is submitting a response for just one component, is it better to create a workplan that represents the work required just for that component with specific dates or would the District like to see a workplan that shows the typical "lapsed time" to implement (e.g., it typically takes 2 weeks to implement an integration, etc.)?

ANSWER: The project plan should reflect what a typical plan would look like for implementing that product. The vendors can use a sample start date like 11/1/2013 and build the plan accordingly. The District will not hold the vendor accountable for that specific date and the vendor should note that the schedule is for informational purposes only.

52. QUESTION: Section 3.9 on page 114 of Part III asks vendors to "provide preliminary project plan..." Related to the draft project workplan requirements, is there a specific start date that the District has in mind for the project? And/or any other milestones for the implementation?

ANSWER: The most effective sequence and dating will be determined in accordance with what works best for the District's resources. The project plan tentatively calls for a 10/1/2013 initiation but could be subject to change depending on board approval.

53. QUESTION: On page 116 of Part III, the RFP states that "Vendors should also provide proof of prior support performance" under the "Ongoing Maintenance and Support" category. Can the District please clarify what it will accept as "proof"?

ANSWER: Vendors can provide a copy of any formal reports they may have used for other implementations that speak to metrics provided to the customer. Actual metrics as they were reported to the customer should be reflected in the report.

54. QUESTION: We note on page 123 of the RFP that the District has its own "internally-developed" professional development solution. What are the future plans for this solution? Does the District desire for the selected vendor to migrate historical data (course codes/data, user transcript data, PD course content / resources) to the new solution? If so, could the District please provide further detail?

ANSWER: The district is open to using a proposed new system from the vendor but would require migration of the current data as it provides a PD history profile for each employee.

BALTIMORE COUNTY PUBLIC SCHOOLS

S. Dallas Dance • Superintendent • 6901 Charles Street • Towson, MD •21204

December 20, 2013

Ms. Marian Briganti
Custom Computer Specialists, Inc.
70 Suffolk Court
Hauppauge, NY 11788

Dear Ms. Briganti:

Enclosed for your records is an executed copy of the purchase order and fully executed contract #JNI-749-13A: Comprehensive Instructional Management System.

Thank you very much for working with the Baltimore County Public Schools. If you have any questions regarding the above, please contact me at:

6901 Charles Street, Building E
Towson, MD 21204
Phone: 410-887-4334
Fax: 410-887-7831
E-mail: ponheiser@bcps.org

Sincerely,

Patricia Onheiser

Patricia Onheiser, Contracting Assistant
Office of Purchasing

c: Bid File
Contract File

CUSTCOM-05 BRJULIANO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/16/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 377 Oak Street Garden City, NY 11530	CONTACT NAME: PHONE (A/C, No, Ext): (516) 746-0800 FAX (A/C, No): (516) 746-0082 E-MAIL ADDRESS:
INSURED Custom Computer Specialists, Inc. 70 Suffolk Court Hauppauge, NY 11788	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Charter Oak Fire Insurance Company — 25615 INSURER B: Phoenix Insurance Company — 25623 INSURER C: Travelers Property Casualty Co of Amer — 25674 INSURER D: Illinois Casualty Company — 15571 INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			6609A968469	6/25/2013	6/25/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			BA9A942684	6/25/2013	6/25/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP9A958469	6/25/2013	6/25/2014	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HVYAOUB1177R84513	9/1/2013	9/1/2014	WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Errors & Omissions			01-366-39-20	9/6/2013	6/25/2014	6,000,000	6,000,000
D	Cyber Liability			01-366-39-20	9/6/2013	6/25/2014	Incl. In above Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured Form CG D417 (07/08)

The Board of Education of Baltimore County is included as additional insured with respect to General Liability as required by written contract per the above referenced form #. 30 day notice of cancellation provided.

CERTIFICATE HOLDER	CANCELLATION
Baltimore County Public Schools Office of Purchasing 6901 Charles Street, Building E Towson, MD 21204	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Executed Contract pdf

BOARD OF EDUCATION OF BALTIMORE COUNTY
Towson, Maryland 21204

CONSULTANT CONTRACT AGREEMENT NUMBER: JNI-749-13-Part A
COMPREHENSIVE INSTRUCTIONAL MANAGEMENT SYSTEM
(STUDENT INFORMATION SYSTEM PORTION)

1.0 In consideration of the provisions contained herein, this Agreement is made and entered into September 24, 2013 between Custom Computer Specialists, Inc., 70 Suffolk Court, Hauppauge, NY 11788 ("Consultant") and the Board of Education of Baltimore County ("Board" or "BCPS") for a Student Information System.

2.0 Incorporation of Documents

2.1 Board of Education of Baltimore County - Consultant Contract Agreement (this document);

2.2 RFP: Comprehensive Data System (JNI-749-13) Part II: Specifications--General Requirements;

2.3 RFP: Comprehensive Data System (JNI-749-13) Part I: General Terms and Conditions;

2.4 Infinite Campus End User License Agreement (Exhibit A);

2.5 Infinite Campus Master Agreement (Exhibit B);

2.6 Custom Computer Specialists, Inc. Terms and Conditions (Exhibit C);

2.7 Any BCPS Purchase Order;

2.8 Comprehensive Data System – JNI-749-13 Price Proposal - Best and Final Offer ("BAFO") dated August 27th, 2013 (Exhibit D) ;

2.9 In the event of conflict, the terms of this Consultant Contract Agreement shall govern.

3.0 Responsibilities of the Parties

3.1 For the purposes of this contract, the Consultant will provide 3 distinct software components to BCPS:

- Student Information System – This system will replace the STARS student information system currently in use at BCPS. This includes managing aspects of student data like scheduling, registration, discipline, graduation tracking, Federal and State reporting etc. The student information system will also integrate with the current Ed-connect program BCPS utilizes to deploy auto-dialer/robo calls to communicate vital information.
- Web Portal - This system will be deployed for parents and/or guardians to gain access to various elements of student data including grades, transcripts, schedules, attendance and various other data elements. The portal will integrate tightly to all data systems to ensure timely and

accurate posting of student information. Parents can also use the web portal to update emergency contact information which will assist when Ed-connect calls are deployed.

- Employee Effectiveness – This system will supply the ability to perform evaluations and also target key areas for improvement through suggested professional development activities. The system has the ability to deploy content deemed appropriate for professional development and will allow employees the ability to access a portal and sign up for PD courses as well as upload any certifications they currently have. All individualized growth plans will be built and tracked through this system for all employees and will interface with the district's HR system to eventually upload evaluations to electronic personnel records.

BCPS expects the consultant to perform the following services:

- Execute and deliver aspects of the RFP as documented in the functional requirements section 3.2 (Educator Effectiveness), section 3.4 (Web Portal System), and section 3.7 (Student Information System Requirements) of the document as well as additional clarification provided in Addendum D of the BAFO.
- Provide and execute a complete end to end project plan that outlines a time frame for bringing the new student information system live for building student schedules by December 1, 2014.
- Provide and execute a complete end to end project plan that outlines how Consultant will deliver any customizations specified in the RFP or Best and Final Offer. This should coincide with a go live for any elements that will be impacted for scheduling and completed by December 1, 2014 with the remainder getting completed by start of school year 2015.
- Provide and execute a complete end to end project plan that outlines a time frame for bringing the new student information system live as the BCPS SIS by start of school year 2015.
- Convert existing data from the current student information system STARS to Infinite Campus.
- Custom and Infinite Campus will explore integration options with BCPS Active Directory Federation Services (ADFS) to provide log in and role determination for any District Employee using the system.
- Execute a comprehensive training plan that targets all functional users of the Student Information System as well as the Information Technology Student Data Team.
- Provide and execute a complete end to end project plan that outlines a time frame for bringing the employee effectiveness system online for delivering employee evaluations.
- Provide and execute a complete end to end project plan that outlines a time frame for bringing the employee professional development online for all BCPS employees.

3.2 The Consultant shall invoice BCPS for services provided in accordance with the payment schedule as documented in the Infinite Campus Master Agreement.

- Consultant will also provide an onsite resource for implementation support using the following schedule of rates:
  - Year 1: $83,000.00 (January 2014 – June 2014)

- Year 2: $166,000.00 (July 2014 – June 2015)
- Year 3: $86,500 (July 2015 – December 2015)

- Consultant will also provide development services for customizations as described in Appendix D of the BAFO not to exceed $38,600.00. This excludes items 15 and 26 in Addendum D of the BAFA. Any additional customizations will be effort based and invoiced at the published hourly rates.

4.0 Term

4.1 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 October 1, 2018.

4.2 BCPS reserves the option to extend this contract for an additional two year period upon mutual agreement and under the same terms, conditions, and pricing.

5.0 Billing and Payments

5.1 All invoices are to be submitted to:

BALTIMORE COUNTY PUBLIC SCHOOLS
Office of Accounting
6901 Charles Street, Building E
Towson, MD 21204

5.2 To expedite payments you must follow these guidelines:

.1 All invoices must contain a valid Baltimore County Public Schools' purchase order number.

.2 Invoices shall be itemized and should fully describe the services provided.

6.0 Taxes

6.1 Materials which are incorporated into work under formal or informal contracts are not exempt from the Maryland State Sales or Use Tax. Consultant shall be responsible for paying such taxes when purchasing materials.

7.0 Consultant's Representations and Warranties

7.1 The Consultant hereby warrants and represents that the professional services provided under this Agreement shall be performed competently and with due care, and in accordance with all applicable laws, codes, ordinances and regulations. Breach of this warranty constitutes a material breach of the Agreement.

8.0 Assignment

8.1 The Consultant shall not assign or transfer the Consultant'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.

9.0 Delegation of Duties

9.1 The Consultant shall not delegate the Consultant's duties under this Agreement without prior written consent of the Board.

10.0 Integration

10.1 This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.

11.0 Fee Prohibition

11.1 The Consultant warrants and represents that he/she has not employed or engaged any person or entity to solicit or secure this Agreement, and that he/she has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of this Agreement.

12.0 Nondiscrimination

12.1 The Consultant agrees that it shall not unlawfully discriminate on the basis of race, color, religion, age, ancestry or national origin, sex, sexual orientation, physical or mental disability, marital status or veteran's status with respect to employment opportunity or access to program pursuant to this Agreement.

13.0 Background Investigation

13.1 The Board in its sole discretion may require the Consultant to have a criminal background investigation, including fingerprints, before the Consultant begins providing services under this Agreement. In the event the Board requires such an investigation, the Board's investigator shall perform the investigation at its own expense. Consultant warrants that it performs background checks on all of its employees. Upon request, Consultant shall make the results of such criminal background checks available to Board.

14.0 Child Sex Offender Notification

14.1 Maryland law requires certain child sex offenders to register with the local law enforcement agency. One of the purposes of this law, found in the Annotated Code of Maryland, Criminal Procedure, Article §11-709, is to inform school systems when a child sex offender is residing or working in the area. When the child sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

14.2 In connection with this Agreement, Board requires that Consultant does not employ convicted child sex offenders to work on the Property.

14.3 To assist Consultant in identifying convicted child sex offenders, the Purchasing Office of the Board has the list of convicted child sex offenders, which Consultant is welcome to view. Board's Office of School Security maintains this list and distributes updates to us as new offenders are identified.

15.0 Financial Disclosure

15.1 The Consultant shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reached $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

16.0 Political Contribution Disclosure

16.1 The Consultant shall comply with the provisions of the Election Law Article §§14-104 through 14-108 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate $100,000 or more, shall file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of $500 to a candidate for elective office in any primary or general election, as required by §14-104.

17.0 Retention of Records

17.1 The Consultant shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by BCPS hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of BCPS or designed, at all reasonable times.

18.0 Compliance with Specifications

18.1 The Consultant 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 described.

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

18.3 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Consultant shall call the attention of the applicable BCPS

designee(s) to such conflict for a decision before proceeding with any work.

19.0 Liability for Loss of Data

19.1 In the event of loss of any data or record necessary for the performance of this Agreement where such loss is due to gross negligence of the Consultant, the Consultant shall be responsible for the re-creation of such lost data or records. BCPS shall be the sole judge as to whether the lost records have been re-created accurately and completely.

20.0 Delays, Extensions of Time

20.1 The Consultant agrees to perform all work and provide all supplies or materials, in accordance with all the sections of this Agreement in a timely, continuous and diligent manner in order to comply with the time requirements set forth in this bid and/or the contract. The Consultant acknowledges and agrees that the only party that may grant a legally binding time extension or agree to a substitution of products, materials, equipment and/or supplies is BCPS. Any and all time extensions and/or changes/substitutions of products, materials, equipment and/or supplies must be requested in writing by the Consultant before the extension and/or change takes place and approved in writing by BCPS.

20.2 Delays by the Consultant causing the completion of Projects to extend past the Commencement Date will not change the Commencement Date for Performance guarantee purposes.

21.0 Annulments and Reservations

21.1 BCPS may conduct any necessary investigation to determine the ability of the Consultant to perform the work, and the Consultant shall furnish to the BCPS all such information and data requested. BCPS reserves the right to reject any proposal if the evidence submitted by the Consultant or investigation of such Consultant fails to satisfy BCPS that such Consultant is properly qualified to carry out the obligations of the Contract and to complete all stipulated requirements. Conditional proposals will not be accepted.

21.2 BCPS reserves the right to terminate this agreement, if consultant fails to deliver services as specified herein and fails to cure the matter within 15 days of receiving written notice of such failure, or in case of any willful attempt to impose upon BCPS work that is inferior to that required by the Consultant. 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 Consultant.

.1 Should the Consultant 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 reserve the right to purchase these in the open market, or to complete the required work and receive liquidated damages as specified in this document.

.2 Should the Consultant 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 reserve the right to withdraw these from the operation of this contract without incurring further liabilities.

21.3 BCPS reserves the right to issue Blanket Purchase Orders to encumber, i.e. make available without obligating to spend, certain monies for Consultant's services. The Blanket Purchase Order dollar value does not in any way represent a guarantee of potential contracts, jobs, work assignments or monies during the course of the contract. The allocation of funds is at the discretion of BCPS.

22.0 Termination

22.1 Termination for Non-Appropriation of Funds: BCPS may terminate this contract, in whole or in part due to insufficient funding with thirty (30) calendar days written notice to the Consultant. BCPS shall pay for all of the purchases, if any incurred up to the date of the termination notice.

22.2 Termination for Default: BCPS reserves the right to terminate this agreement, if consultant fails to deliver services as specified herein and fails to cure the matter within 15 days of receiving written notice of such failure, or in case of any willful attempt to impose upon BCPS work that is inferior to that required by the Consultant. 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 Consultant.

22.3 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 Consultant. BCPS shall pay all reasonable costs incurred by the Consultant up to the date of termination. The Consultant shall not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. The Consultant agrees that the Consultant does not have a right to termination for convenience.

23.0 Independent Consultant

23.1 The Consultant shall be considered an independent Consultant and not an employee of the Board. The Consultant shall be responsible for the reporting and remittance of all state and federal taxes as an independent Consultant, including without limitation, FICA and state and federal unemployment taxes. As the Consultant shall not be deemed a Board employee, it is understood and acknowledged that the Consultant shall not be entitled to Board employee benefits, including but not limited to, retirement and health insurance, and the Consultant expressly disclaims any right or entitlement thereto. If the Consultant is an employer, it warrants that it has and will continue to carry at all times under this Agreement workmen's compensation meeting the minimum coverage requirements under Maryland law.

24.0 Indemnification

24.1 The Consultant will defend and indemnify BCPS against, and hold BCPS harmless from, any and all claims, damages, and expenses (including reasonable attorneys' fees and costs of litigation) alleged by any third party which are determined by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of Consultant relating to the performance of its obligations under this Agreement subject to the limits in state law. BCPS will defend and indemnify Consultant against, and hold Consultant harmless from, any and all claims, damages, and expenses (including reasonable attorneys' fees and costs of litigation) alleged by any third party which are determined by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of BCPS relating to the performance of its obligations under this Agreement subject to the limits in state law

25.0 Notices

25.1 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 placed in the hands of the addressee, or it has been placed in the U.S. Mail, postage prepaid, certified and return receipt requested.

To the Board:
Manager, Office of Purchasing
Division of Business Services
Baltimore County Public Schools
6901 Charles Street, Building E
Towson, MD 21204

To the Consultant:
Gregory G. Galdi, President
Custom Computer Specialists, Inc.
70 Suffolk Court
Hauppauge, NY 11788

Copy to:
General Counsel
BCPS Office of Law
6901 Charles Street, Bldg. C
Towson, MD 21204

26.0 Governing Law and Venue

26.1 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.

27.0 Waiver of Jury Trial

27.1 The Consultant and Board hereby waive trial by jury in any action or proceeding to which the Board and/or the Consultant 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 Consultant and the Board and the Consultant 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 Consultant 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.

28.0 Confidential Information/Proprietary Rights

28.1 The term "confidential information" shall include all non-public documentation and information disclosed to the Consultant in the course of performance of duties hereunder with respect to the past, present, and future Board operations, business and services. The Consultant hereby agrees to maintain all such confidential information in trust and confidence and agrees not to disclose such information to any person, firm, corporation, or entity during or after the term of this Agreement. The Consultant further agrees that all work product generated as a result of this Agreement shall be the sole and exclusive property of the Board.

29.0 Drug, Tobacco, and Alcohol

29.1 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).

29.2 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.

30.0 Conflict of Interest, Lobbying, and Ethics Review Panel

30.1 Conflict of Interest. The Consultant represents and warrants that there exists no actual or potential conflict of interest between the Consultant's performance under this Agreement and the Consultant's engagement or involvement in any other personal or professional activities. In the event such conflict or potential conflict arises during the term of this Agreement, or any extension thereof, the Consultant

shall immediately advise the Board thereof.

30.2 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 Consultants are expected to comply with any and all Board Ethics Policies that may apply to them individually or as a business entity.

30.3 All Consultants 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.

30.4 All Consultants 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.

31.0 Non-hiring of Employees by Consultant or BCPS

31.1 No employee of the BCPS or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the BCPS or any unit thereof.

31.2 No employee of the Consultant or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the Consultant or any unit thereof.

32.0 Insurance

32.1 In the event the Consultant, as part of the award is responsible for installation and/or product demonstration, the Consultant will be responsible for hiring personnel to perform such services at their own costs. Such personnel will be considered employees of the Consultant and are under their control and direction. The Consultant 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.

32.2 The Consultant 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.

32.3 Prior to the commencement of any work, or at any time during the term of this Agreement, the Consultant 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 Consultant of the following types: Comprehensive General Liability Insurance, Comprehensive Automobile Insurance, Excess Liability Insurance, and any other insurance coverage maintained by the Consultant. 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. The Certificate of Insurance must name the Board of Education of Baltimore County as an additional insured.

32.4 All required insurers allowed to do business in the State of Maryland and acceptable to the Board must underwrite insurance coverage. 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

33.0 Multi-Agency Participation

33.1 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.

33.2 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.

34.0 Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion

34.1 Consultant certifies, by the signing of this contract, that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Local government department or agency.

34.2 Where Consultant is unable to certify to any of the statements in this certification, Consultant shall attach an explanation to this contract.

35.0 Severability

35.1 Should any part, term or provision of this Agreement be declared invalid, void, or unenforceable, all remaining parts, terms, and provisions here of shall remain in full

force and effect, and shall in no way be invalidated, impaired, or affected thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

Accepted by:

CUSTOM COMPUTER SPECIALISTS, INC.

Authorized Signature

Witness

Alan Lacher, Chief Operating Officer
Print Name and Title

12/13/13
Date

Accepted by:

BOARD OF EDUCATION OF BALTIMORE COUNTY

S. Dallas Dance, Ph.D.
Superintendent
Baltimore County Public Schools

Lawrence E. Schmidt, Esq.
President
Board of Education of Baltimore County

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by a Duly Authorized
Superintendent and President of the Board
of Education of Baltimore County)

OFFICE OF LAW
*Approval of Legal Form and Sufficiency
Does not Convey Approval or Disapproval
Of the Substantive Nature of this Transaction.
Approval is Based Upon Typeset Document-
All Modifications Require Re-Approval.

Exhibit A

INFINITE CAMPUS END USER LICENSE AGREEMENT

This Infinite Campus End User License Agreement ("**Agreement**") is made between **Infinite Campus, Inc**, a Minnesota corporation located at **4321 109th Ave NE, Blaine, MN 55449-6794** ("**Company**") and the **Board of Education of Baltimore County on behalf of Baltimore County Public Schools**, a body corporate and politic with offices located at **6901 North Charles Street, Towson MD 21204** ("**Licensee**").

RECITALS

A. Company has developed certain proprietary student information software and as updated and revised by Company from time to time (the "**Infinite Campus Product**"), and Company has licenses from third parties or developed other products and services as offered by Company and as amended by Company from time to time (the "**Infinite Campus Additional Products**"). The Infinite Campus Product, and the Infinite Campus Additional Products are collectively referred to as the "**Infinite Campus Products**";

B. Company or a Company authorized service provider provides certain services for the Infinite Campus Products, including software implementation services, software maintenance services, training services, product support services, technical support services and application hosting services (the "**Infinite Campus Services**");

C. Company and Licensee desire to enter into this Agreement for the purpose of facilitating the licensing of certain Infinite Campus Products, and delivery of certain Infinite Campus Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, it is agreed as follows:

1.0 Grant of License

1.1 Type of License. Subject to the terms and conditions hereof, Company agrees to grant Licensee a non-exclusive, non-transferable, non-sublicensable, right and license to the Infinite Campus Products identified on Exhibit A and the related documentation ("**Documentation**") described on Exhibit A. Licensee shall install and use the Infinite Campus Products and the Documentation solely for its own internal use and for the purposes for which such Infinite Campus Products and Documentation were designed.

1.2 Additional Terms and Conditions. In addition to the terms of this Agreement, the license granted under Section 1.1 above, shall be subject to the terms and conditions of all Exhibits attached hereto and incorporated herein.

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2.0 Ownership and Protection of Infinite Campus Products

2.1 Title; Ownership. Licensee acknowledges that the Infinite Campus Products; all source code, object code, class libraries, user interface screens, algorithms, development frameworks, repository, system designs, system logic flow, and processing techniques and procedures related thereto; the Documentation, any system user documentation, or other documentation related thereto; any copies and derivatives of any of the foregoing, in whole or in part; as well as all copyright, patent, trademark, trade secret and other proprietary rights in any of the foregoing; are and shall remain the sole and exclusive confidential property of Company or Company licensor. Licensee further acknowledges that any reports or other data generated by the Infinite Campus Products regarding traffic flow, system loads and/or product installation are the exclusive property of Company and may be used, and Licensee hereby specifically authorizes the use of such reports and/or other data, by Company in any manner that it deems to be appropriate.

2.2 Protection of Infinite Campus Products and Documentation. Licensee shall not allow, and shall not allow any third party to:

2.2.a adapt, modify, change, maintain, translate, decompile, disassemble, reconstruct, or reverse engineer the Infinite Campus Products or the Documentation, or any portion thereof;

2.2.b identify or discover any source code of the Infinite Campus Products;

2.2.c distribute, sell or sublicense copies of the Infinite Campus Products or the Documentation or any portion thereof;

2.2.d create copies of the Infinite Campus Products or the Documentation except to make a copy of any program which is required as an essential step in its utilization or to make an archival or back-up copy of the Infinite Campus Products; or

2.2.e incorporate any portion of Infinite Campus Products into or with any other Infinite Campus Products or other products, or create any derivative works of the Infinite Campus Products or Documentation.

2.3 Confidentiality. Licensee agrees that the Infinite Campus Products contain proprietary information, including trade secrets, know-how and confidential information that are the exclusive property of Company or Company licensor. During the period this Agreement is in effect and at all times after its termination, Licensee and its employees and agents shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third

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party nor use such information other than to inform permitted users of the conditions and restrictions on the use of the Infinite Campus Products or the Documentation set, and to the extent permitted by law, Licensee will not disclose the terms and conditions of this Agreement without the prior written consent of Company.

3.0 Payment

3.1 Payment Terms. Licensee will pay Company's Authorized Channel Partner, Custom Computer Specialists, Inc., the License Fees as provided in the Infinite Campus Master Agreement and such payment shall constitute payment to Company.

3.2 Taxes. All amounts set forth for payment are exclusive of applicable sales and similar taxes and it shall be Licensee's responsibility to add to the amounts payable, and to pay all such taxes, if applicable.

4.0 Indemnification; Warranties

4.1 Indemnifications

4.1.a If Licensee notifies Company in writing and gives Company sole control over the defense and all related settlement negotiations, Company will defend, hold harmless and indemnify Licensee against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against Licensee to the extent based on an allegation that: (i) Products for which Licensee has licensed from Company infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party, or (ii) a defective Product directly caused death or personal injury; provided that Licensee did not alter, modify, or otherwise change the Product or software that gave rise to such claim.

4.1.b To the limits provided in state law, Licensee will defend, hold harmless and indemnify Company against any claim or threat of claim brought by a third party against Company arising out of the acts or omissions of Licensee or its employees, excluding acts or omissions expressly required or prescribed by this Agreement.

4.1.c If either party seeks indemnification provided for in this Section, each party seeking indemnification will cooperate with and provide reasonable assistance in the defense or settlement of any claim or legal proceeding. Licensee and Company will not make public any terms, or the mere existence, of any settlements.

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4.1.d THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATION OF COMPANY WITH RESPECT TO ANY INFRINGEMENT OR CLAIMS OF INFRINGEMENT BY THE INFINITE CAMPUS PRODUCTS OR ANY PART THEREOF, OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT.

4.2 Warranties

4.2.a Operational Warranty. Company warrants that, during the ninety (90) day period (the "Warranty Period") commencing on the delivery date of the Infinite Campus Product to Licensee, the Infinite Campus Products will operate in substantial conformity with the Documentation when used in strict compliance therewith. This warranty is contingent upon Licensee's installation of all corrections, enhancements, updates and new releases provided by Company to Licensee and the absence of damage or abuse to the Infinite Campus Products.

4.2.b Breach of Operational Warranty. Notwithstanding the foregoing, Licensee acknowledges that it is solely responsible for having the appropriate compatible network(s) and operating system environment(s), and as Licensee's sole and exclusive remedy for any breach of this warranty, Company shall, at its sole option, within a reasonable period of time, provide all reasonable programming services to correct programming errors in the Infinite Campus Products, replace the Infinite Campus Products or terminate this Agreement and refund to the Licensee the license fees paid to Company under this Agreement for the defective Infinite Campus Products, as set forth in section 6.2(c) of this agreement, refunding the unamortized portion (assuming straight line amortization) of the annual license fees paid Any professional services provided under this Agreement are provided "as is" without representation or warranty of any kind or nature.

4.2.c Limitation. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH 4, COMPANY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF QUALITY OR PERFORMANCE, OR AS A RESULT OF A COURSE OF DEALING OR USAGE OF TRADE,

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WITH RESPECT TO THE INFINITE CAMPUS PRODUCTS AND ANY MAINTENANCE, SUPPORT OR OTHER SERVICES.

5.0 Limitations of Liability

EXCEPT TO THE EXTENT INCLUDED IN AN AWARD SUBJECT TO COMPANY'S INDEMNITY OBLIGATION, IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE, SUCH AS LOST BUSINESS PROFITS. COMPANY'S TOTAL LIABILITY WILL BE LIMITED TO THE LICENSE FEES ACTUALLY PAID BY LICENSEE TO INFINITE CAMPUS FOR THE APPLICABLE INFINITE CAMPUS PRODUCTS, SUBJECT HOWEVER TO A TWELVE (12) MONTH STRAIGHT LINE DEPRECIATION COMMENCING ON THE DATE OF DELIVERY OF SUCH INFINITE CAMPUS PRODUCTS.

6.0 Agreement Term and Termination

6.1 Agreement Term. The term of this Agreement (the "Agreement Term") shall begin upon the latest date indicated below the signature of either party ("Effective Date"), and shall remain in effect until terminated pursuant to Section 6.2.

6.2 Agreement Termination. This Agreement may be terminated as follows:

6.2.a either party may terminate this Agreement, with or without cause, with no less than thirty (30) days written notice.

6.2.b either party may terminate this Agreement if one party's actions expose the other party to any violation of law and fails to cure such actions within 15 days of notice thereof;

6.2.c either party may terminate this Agreement and any other active agreement with the other party if the other party fails to fully perform any material obligation under this Agreement with thirty (30) days to cure;

6.2.d notwithstanding the foregoing, if the Licensee violates the provisions of Sections 2.0 of this Agreement the Company may terminate this Agreement immediately without notice.

In the event of termination of this Agreement by the Company pursuant to Section 6.2(a) prior to an anniversary date the Company shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid. In the event of termination of this Agreement by the Company

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pursuant to Sections 6.2(b), 6.2(c) or 6.2(d) prior to an anniversary date, the Company shall be entitled to prepaid license fees for the balance of the year of termination.

In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(a) prior to an anniversary date the Company shall be entitled to prepaid license fees for the balance of the year of termination. In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(b) or 6.2(c) Company shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid.

6.3 Responsibilities in the Event of Termination. Upon any termination of this Agreement and/or the license to use any Infinite Campus Products, Licensee shall cease to use the Infinite Campus Products and shall return to Company the Infinite Campus Products and all copies thereof and all proprietary and confidential property of Company. Licensee shall expunge all copies of the Infinite Campus Products from its computer(s) and server(s) and shall provide a certificate of an officer of Licensee stating compliance with the preceding sentence. Company shall also have such other legal and equitable rights and remedies to which it may be entitled with respect to Licensee's failure to comply with the provisions of this Agreement.

6.4 No Liability for Termination. Except as provided for in this Agreement, neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise which arise due to the expiration or termination of this Agreement. This does not relieve either party from responsibility for damages caused by its actions or breaches of the Agreement, but only for damages related to or resulting from the expiration or termination of the business relationship.

6.5 Survivorship. Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

6.6 Termination for Non-Appropriation of Funds. Licensee may terminate this contract, in whole or in part due to insufficient funding with thirty (30) calendar days written notice to the Company. Licensee shall pay for all of the purchases, if any incurred up to the date of the termination notice.

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7.0 Application Hosting

Company and Licensee agree to the terms and conditions of Exhibit B, the Application Hosting Services, which is attached hereto and fully incorporated herein. Licensee shall be billed for the Infinite Campus Services for Application hosting, as described in Exhibit B, in accordance with the payment terms set forth in Section 3.0 of this Agreement.

8.0 Training, Data Conversion and Project Management Services

Training Services, Data Conversion Services, or Project Management Services requested by Licensee during the Initial Term or following the Initial Term shall be provided for an additional charge, in accordance with an Implementation Services Agreement provided by Infinite Campus or authorized service partner.

9.0 General Terms and Conditions

9.1 Assignment. Licensee shall not, voluntarily or involuntarily, sublicense, sell, assign, give or otherwise transfer this Agreement. Any such transfer or attempted transfer shall be null and void. Company has the right to assign or otherwise transfer its rights and obligations under any of this Agreement, whether voluntarily, involuntarily, or by operation of law.

9.2 Governing Law. This Agreement will be governed and interpreted under the laws of the state of Maryland, U.S.A, without regard to its conflict of laws provisions. Any action arising out of or related to this Agreement must be brought within one (1) year from the first date such action could have been brought, despite any longer period provided by statute. If a longer period is provided by statute, the parties hereby expressly waive it.

9.3 Amendments; Waiver. This Agreement shall not be amended or modified except in writing by duly authorized representatives of the parties that refer specifically to this Agreement. The failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of such provisions or of the right to enforce each and every such provision.

9.4 Severability. If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.

9.5 Headings and Construction. Paragraph headings are for reference only and will not be considered as parts of this Agreement. Wherever the singular is used, it includes the plural, and, wherever the plural is used, the singular is included.

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9.6 Force Majeure. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Company), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

9.7 Entire Agreement. This Infinite Campus End User License Agreement supersedes all previous Infinite Campus End User License agreements and representations of, between or on behalf of the parties in regard to the subject matter herein. Any document, instrument, or agreement issued or executed contemporaneous or subsequent to this Agreement shall not alter the terms and conditions of this Agreement. This Agreement contains all of Company's and Licensee's agreements, warranties, understandings, conditions, covenants and representations in regard to the subject matter herein. Neither Company nor Licensee will be liable for any warranties, understandings, conditions, covenants or representations not expressly set forth or referenced in this Agreement. Licensee acknowledges that Company reserves the right to refuse any different or additional provisions in purchase orders, invoices or similar documents, and such refused provisions will be unenforceable.

Notices. Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for Company and to the address designated on page one (1) of this Agreement by Advocate for receipt of notices, or as may be provided by the parties.

Infinite Campus, Inc.
Sales Contracts Management
4321 109th Ave NE
Blaine, MN 55449-6794

Baltimore County Public Schools
S. Dallas Dance, Ph.D., Superintendent
6901 North Charles Street
Towson, MD 21204

Copy to:
Margaret-Ann F. Howie, Esq.
Office of Law
6901 North Charles Street, Building C
Towson, MD 21204

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Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this section.

9.8 Applicable Law. Company complies with applicable laws governing online privacy, including the Child Privacy Protection and Parental Empowerment Act, the Family Educational Right to Privacy Act and the Children's Online Privacy Protection Act. Licensee may review these laws and their related regulations by logging on to the U.S. Federal Trade Commission's website at http://www.ftc.gov.

9.9 Export Rules. Licensee agrees that the Infinite Campus Products will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Infinite Campus Products are identified as export controlled items under the Export Laws, Licensee represents and warrants that Licensee is not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea and Serbia) and that Licensee is not otherwise prohibited under the Export Laws from receiving the Infinite Campus Products. All rights to use the Infinite Campus Products under this Agreement are granted on the condition that such rights are forfeited if Licensee fails to comply with the terms of this Section 9.9.

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IN WITNESS WHEREOF, this Infinite Campus End User License Agreement has been executed by the duly authorized representative of Company and Licensee as of the Effective Date below.

Infinite Campus, Inc.

By: _____

Name: Charles Kratsch

Title: CEO

Date: 12/17/13

Board of Education of Baltimore County
on Behalf of Baltimore County Public Schools

_____

S. Dallas Dance, Ph.D.
Superintendent
Baltimore County Public Schools

_____

Lawrence E. Schmidt
President
Board of Education of Baltimore County

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by a Duly Authorized
Superintendent and President of the Board
of Education of Baltimore County)

_____
OFFICE OF LAW

*Approval of Legal Form and Sufficiency
Does not Convey Approval or Disapproval
Of the Substantive Nature of this Transaction.
Approval is Based Upon Typeset Document-
All Modifications Require Re-Approval.

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EXHIBIT A

SOFTWARE LICENSE SCHEDULE

1.0 Reference to Agreement

This Software License Schedule is subject to and incorporates all of the provisions stated in the End User License Agreement between **Infinite Campus, Inc., ("Company")** and the **Board of Education of Baltimore County on behalf of Baltimore County Public Schools, ("Licensee")** as of the Effective Date.

2.0 License Fees

Upon the Effective Date, Licensee shall pay the fees specified below within thirty (30) days from the date of invoice.

3.0 Grant of License

Upon **December 1, 2013** Company shall provide Licensee with the number of seat licenses to the Infinite Campus Products according to the quantity described in the table below and any associated Documentation (defined as users' manuals, reference guides, programmers' guides and/or system guides, as applicable). The quantity of licenses shall be valid from the date granted until **7 months** thereafter (the "Initial Term"):

Description	Quantity	Cost
Campus Student System License	107,033	Includes Software License, Hosting, and Support per Master Agreement with Custom Computer Specialists, Inc.
Campus Staff Evaluation	n/a	Included in above cost.

4.0 Reoccurring Annual License Fee

Following the Initial Term, for each 12 month period thereafter ("Subsequent Term"), Licensee shall pay annual fees according to the then current license fees for the licensed Infinite Campus Products. The recurring annual fees will be invoiced 30 days prior to the start of each year based upon the prior year's Student Enrollment Count (as defined by Maryland public enrollment data).

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EXHIBIT B

CLOUD HOSTING SERVICES

1.0 Reference to Agreement

This Cloud Hosting Services Agreement is subject to and incorporates all of the provisions stated in the End User License Agreement between **Infinite Campus, Inc.**, ("**Company**") and **the Board of Education of Baltimore County on behalf of Baltimore County Public Schools**, ("**Licensee**") as of the Effective Date.

2.0 Infinite Campus Services, Fees

During the Initial Term, Company shall provide Licensee with Infinite Campus Services according to the fees described in the table below:

Description	Quantity	Cost
Infinite Campus Services, Cloud Choice Hosting Services – SIS	107,033	Included in costs described in Exhibit A

3.0 Reoccurring Annual Service Fee

Following the Initial Term, for each 12 month period thereafter ("Subsequent Term"), Licensee shall pay annual fees according to the then current hosting fees for the licensed Infinite Campus Products. The recurring annual fees will be invoiced 30 days prior to the start of each year based upon the prior year's Student Enrollment Count (as defined by Maryland public enrollment reports).

4.0 Services

During the term of the License, and subject to payment of the fees for the Infinite Campus Products and the fees for the Infinite Campus Services, Company shall provide the following services (the "Cloud Hosting Services" or the "Cloud Choice Hosting Services") to Licensee:

4.1 Included Services

4.1.a System Access. Company shall provide remote access to a digital information processing, transmission and storage system (the "System Hardware") enabling Licensee to perform operations using a single, Production instance of the Infinite Campus Products. Computing hardware, system software, database software and database storage shall be located at Company's facilities.

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4.1.b Additional Software and Middleware. Company will provide all additional required middleware and software necessary for the Product ("Middleware"), including installation and licensing of Window OS, Windows SQL Server, Apache Tomcat, Sun Microsystems Java, drivers, and SSL certificate(s).

In accessing Middleware, Licensee may to use software and related documentation) developed and owned by Microsoft Corporation or its licensors (collectively, the "Microsoft Software"). If Licensee chooses to use the Microsoft Software, Microsoft and its licensors require that Licensee agree to these additional terms and conditions:

- The Microsoft Software is neither sold nor distributed to Licensee and Licensee may use it solely in conjunction with the Infinite Campus Services.
- Licensee may not transfer or use the Microsoft Software outside the Infinite Campus Services.
- Licensee may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Microsoft Software.
- Licensee may not reverse engineer, decompile or disassemble the Microsoft Software, except to the extent expressly permitted by applicable law.
- Microsoft disclaims, to the extent permitted by applicable law, all warranties by Microsoft and any liability by Microsoft or its suppliers for any damages, whether direct, indirect, or consequential, arising from the Services.
- Microsoft is not responsible for providing any support in connection with the Infinite Campus Services. Do not contact Microsoft for support.

4.1.c Application Updates. Company will support the Infinite Campus Products through implementation of vendor-provided modifications including remedial "Patches" addressing reported performance or functionality problems, and "Updates" or "Upgrades" consisting of a new releases or versions of the Infinite Campus Products or supporting Middleware issued by the vendor. Company will implement Patches, Updates and Upgrades in accordance with the Change Management Section set forth herein. Company is responsible for procuring and administering vendor-provided maintenance for any Middleware or Product supplied by Infinite Campus.

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4.1.d Backup. Company shall create and maintain a backup plan whereby Licensee database Content is fully backed up. Company shall retrieve each business day an electronic backup of the Licensee Content, as defined below, for the purpose of archival storage in the case of Disaster Recovery.

4.1.e Disaster Recovery. Company shall maintain backup servers and data communications connections to such servers and maintain backups of Licensee Content on such backup servers such that Company shall be capable of providing Cloud Hosting Services on and from such backup servers within twenty-four (24) hours of any catastrophic disruption of Cloud Hosting Services ("Disaster Recovery").

4.1.f ODBC Access. Company will provide ODBC access to a designated employee of the Licensee, upon completion of the ODBC Access Request Form.

4.1.g Test and Training Environment. For Licensee selecting Cloud Choice Hosting Services, in addition to the single "Production" system environment, Company will provide an additional Test and Training Environment ("Staging") for the purpose of testing upcoming updates or code changes, training end users in a non-production environment and other non-production uses upon the request of the Licensee.

4.2 Excluded Services

(a) Support of Client Desktops
(b) Support or diagnosis of Local Area Network connectivity
(c) Local Area Network device configuration such as proxy servers

5.0 Availability of Services

Subject to the terms and conditions of this Agreement, Company shall use its best commercial efforts to provide the Cloud Hosting Services for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement.

5.1 Downtime

Licensee agrees that from time to time the Infinite Campus Services may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Company may undertake from time to time; or (iii) causes beyond the control of Company or which are not reasonably foreseeable by Company, including interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion or other failures (collectively "Downtime").

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5.2 Advance Notice

Company shall provide twenty-four (24) hour advance notice to Licensee in the event of any scheduled Downtime.

6.0 Security

Company shall operate and maintain the System Hardware in good working order with access restricted to authorized employees of Company and persons specifically designated by Licensee. Company shall maintain systems consistent with security controls as described in the National Institute of Standards and Technology (NIST) Standards Publication (SP) 800-26, Security Self-Assessment Guide for Information Technology Systems. Company shall undertake to perform reasonable measures to ensure the security, confidentiality and integrity of all Licensee Content and other proprietary information transmitted through or stored on the System including:

(a) firewall protection of the Remote Data Center;

(b) maintenance of independent archival and backup copies of the Infinite Campus Products and Licensee Content; and

(c) protection from network attack or other malicious harmful or disabling data, work, code or program.

7.0 Change Management

7.1 For all Production Environments, Company will follow "Change Management Procedures" in completing changes in the Products or product release levels used in the Service and in implementing Patches and Upgrades (collectively "Change Events").

7.1.a Change Management Procedures will in all cases provide for the following:
(a) advance notification to the Licensee of the Change Event, its nature and expected timetable;
(b) pre-testing of changes in Company or Licensee non-Production testing environments; and
(c) coordination of the implementation of the Change Event with the Licensee.

7.1.b Product Version. For the Initial Term, and annually thereafter, Licensee selecting Standard Cloud Hosting Services will chose a release line (currently Maintenance or Enhancement). Each Update made available by Company for the applicable release line shall be applied with 30 days of its General Availability at such a date

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determined solely by the Company. Licensee selecting Cloud Choice Hosting Services will additionally choose the release version for the applicable release line, and may coordinate the Update Change Event date with Company.

8.0 Proprietary Rights

8.1 Licensee Content

Licensee shall be solely responsible for providing, updating, uploading and maintaining the Site and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through the Site, including without limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, e-mail or other messages, metatags, domain names, software and text (the "Licensee Content"). The Licensee Content shall also include any registered domain names provided by Licensee or registered on behalf of Licensee in connection with the Cloud Hosting Services.

8.2 Grant of Use

In consideration of Company's satisfactory performance of all obligations of this Agreement, for the term of this Agreement, Licensee grants to Company a nonexclusive, worldwide and royalty-free "Grant of Use" to copy, display, use and transmit on and via the Internet the Licensee Content, **solely for the benefit of Licensee** and in accordance with Company's performance or enforcement of this Agreement.

8.3 Alterations

Except as provided herein or by law, Company may not alter, modify, change, remove or disable access to all or any portion of the Site or Licensee Content stored on the Server.

8.4 Ownership of Licensee Content

Company acknowledges that the Licensee Content is owned solely by the Licensee. Upon any termination of this Agreement, within 10 days Licensee shall remove or request that the Company remove on a fee for service basis, all Licensee Content from Infinite Campus Products.

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9.0 Warranty Provisions

9.1 Warranty of Company

The warranty provisions contained in the End User License Agreement are incorporated herein by reference.

9.2 Warranty of Licensee

Licensee warrants that the Site and Licensee Content do not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that violate any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person; and Licensee owns the Licensee Content and all proprietary or intellectual property rights therein, or has express written authorization from the owner to copy, use and display the Licensee Content on and within the Site.

10.0 Hold Harmless Provision

Licensee will defend and hold harmless Company against any claim or threat of claim brought by a third party against Company to the extent based on an allegation that Licensee Content infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party up to the limits provided in state law.

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CUSTOM COMPUTER SPECIALISTS, INC.

INTRODUCTION

Congratulations on selecting Infinite Campus, the nation's leading Student Management System!

This document outlines the scope of services, pricing, and key terms for the Infinite Campus implementation project, as well as the annual license, hosting, and support fees.

Please do not hesitate to contact your Custom Account Manager with any questions or concerns.

KEY PROJECT INFORMATION

Client Name:	Board of Education of Baltimore County ("BCPS")
Client Address:	6901 North Charles Street Towson, MD 21204
Client Project Sponsors:	
- Curriculum & Instruction	S. Dallas Dance, Ph.D., Superintendent
- Technology	Lloyd Brown
Project Start Date:	December, 2013
Target Go-Live Date:	The Go-Live date will be finalized during project planning meetings.
License Anniversary:	July 1
Hosting Location:	Cloud Choice Remote Hosting

SUMMARY OF PROJECT SCOPE

SCOPE OF PRODUCT

During the initial implementation, Custom will install the following Infinite Campus modules (see table below). Pricing is noted below, based on the most recent student enrollment for BCPS.

Module	Description	Licenses	Annual Price
Infinite Campus District Edition	- Software license fees (including maintenance and product updates) - Server hardware (Database and Web Server) - Hosting (includes nightly backups, antivirus, OS patches) - Support Fee (includes web and toll-free telephone support for authorized users)	107,033	$850,912

Infinite Campus is sold as an annual subscription-based solution. BCPS does not need to purchase any hardware or software to support Infinite Campus – everything you need to run Infinite Campus is included in the annual subscription. This includes licensing, hardware, hosting services, and product support. For detailed pricing information, see the Pricing Terms section below.

CUSTOM COMPUTER SPECIALISTS, INC.

SCOPE OF SERVICES

The following table summarizes the Implementation Services included in the Infinite Campus implementation project: This aligns with the "Best and Final Offer" as provided to Baltimore County Public Schools.

Activity	Description	Number of Units
Project Management	- Project planning & management, resource planning and management, overall schedule tracking and reporting, quality assurance - Dedicated Project Kickoff Meetings - Primary point of contact for all implementation issues	*As required*
Data Conversion:	- Iterative trial conversions, plus the final iteration of data from the legacy system. - Extensive Quality Assurance Testing - Exception reporting provided to assist with data cleanup	
Volume:	Years of historical data to be converted. Data for currently active students are converted. Historical data includes Enrollment, Transcripts, Assessments, Immunization and Discipline.	*4YEARS*
Source:	The legacy system housing the data currently	*STARS*
Site Setup and Configuration	- Includes SQL Server database and Tomcat Application Server - Configuration and testing of Campus Messenger server (if purchased)	*As required*
Training	Role based training sessions, facilitated by Certified trainers	
Training Days Provided	Training days to be used in full day increments, unless specified by your Project Manager.	*120 Days*
Location	Training may be offered at BCPS facilities, via WebEx, or at Custom's facilities.	*As required*
Go Live Support	- A Campus certified product expert will provide on site support and training services during your Go-Live. They will work with your staff to resolve any issues that arise during the Go-Live period.	*30 Days*
Campus Managed Services *(optional)*	Premiere annual services bundle designed to protect and extend your investment in Infinite Campus.	*Not Includeded/Optional*
3rd Party Integration *(optional)*	Development of manual or automated data extracts for integration with 3rd party solutions (e.g., IEP Direct, ScholarChip, etc.)	*30 Days Included*
Certification Training *(optional)*	Users attending Product Knowledge I certification class ($2,500 per student)	*Not Included/Optional*
Custom Report Development *(optional)*	Development days to be used for the purpose of Custom Report Development. Unused days expire 1 year after the Go Live.	*20 Days*

For additional detail on each of these activities, see the corresponding sections following in this document.

Implementation fees (Implementation, Integration and reports): **$945,750.00**
(Does not include the on-site resource or customizations)

This fixed fee amount covers all core implementation services necessary for BCPS to utilize Infinite Campus. These costs were derived using the information provided to us by BCPS, our evaluation of its needs, expectations, and environment, and our experience implementing Infinite Campus.

In the event that an unforeseen need arises, or work outside of the scope of our proposal is needed, Custom will, in a timely manner, initiate a Change Order (CO) for your acceptance. A Change Order is, in essence, a request for services not contracted for, or agreed to, in the original proposal or purchase order. Should this need arise, Custom will review the necessary additions with you, document the work to be performed, and submit the Change Order for BCPS's approval. Any materials or services provided under a Change Order will be invoiced separately unless an alternate method is specifically requested.

Any delays to planned and mutually agreed upon activities to the implementation caused by BCPS may result in additional fees for implementation services.

CUSTOM COMPUTER SPECIALISTS, INC.

PRICING TERMS

Product Fees

The first year's software licensing, hosting, and support fees totaling $496,365 has be prorated to 7 months (December 1, 2013 – June 30th, 2014) and is due upon execution of this agreement. The current per-student pricing is guaranteed through December 31, 2016. While Infinite Campus makes every attempt to manage its operational costs, the annual licensing, hosting, and support fees are subject to increase, at a rate not to exceed 5%. The recurring annual licensing, hosting and support fees will be invoiced 30 days prior to the start of each year based upon the most recent student enrollment count (as published by Maryland State Department of Education official census reporting).

Service Fees

The implementation service fees will be payable in 5 installments, as follows.

- The initial milestone payment of $230,604.33 is due upon execution of this agreement.
- The second milestone payment of $230,604.33 is due on March 1st, 2014.
- The third milestone payment of $230,604.34 is due on May 1st, 2014.
- The fourth milestone of $126,968.50 is due on July 1st, 2014.
- The fifth and final milestone of $126,968.50 is due upon the completion of the final Data Conversion and Go Live milestone signoff (estimated at start of school 2014).

Services requested outside the scope of this engagement will be billed at the following daily rates:

Service Category	Daily Rate
Training Services (excludes Custom Report Training and Scheduling Training)	$1250/day
Onsite Support Services	$1250/day
Custom Report Development/Data Services (including Custom Report Training)	$1400/day
Project Management/Consultative Services (includes Scheduling Training)	$1600/day

Daily Services Rates are effective through 12/31/14, but subject to change thereafter.
The above rates do not include travel expenses and will be invoiced separately.

All payments are due net 30 days from the date of invoice. Finance charges will accrue from 30 days after the date of invoice to the payment date at an annualized interest rate equal to 10%.

Custom Computer Specialists will notify BCPS at the completion of the final Milestone, and will request sign- off to indicate BCPS's acceptance. BCPS will have 10 days after receipt of the Milestone Completion Notice to contest the completion of work, or report any significant issues. If after 10 days, BCPS has not contested the Milestone Completion, the Milestone will be considered complete.

Notices to be delivered to:

If to Client:

S. Dallas Dance, Ph.D., Superintendent
Baltimore County Public Schools
6901 North Charles Street
Towson MD. 21204

If to Custom:

Gregory G. Galdi, President
Custom Computer Specialists, Inc.
70 Suffolk Court
Hauppauge, NY 11788

Copy to:
Margaret-Ann F. Howie, Esq.
Office of Law
6901 North Charles St., Bldg. C
Towson, MD 21204

CUSTOM COMPUTER SPECIALISTS, INC.

[redacted]

By signing in the space provided below, each party confirms its agreement to the scope of services described above in accordance with Custom's Standard Terms and Conditions. Accordingly, any terms and conditions on or attached to Customer's purchase orders shall be of no force or effect. Baltimore County Public Schools agrees to make payment to Custom Computer Specialists for fees and expenses incurred in accordance with the terms specified for the Infinite Campus project above.

Custom Computer Specialists, Inc.

Signature

Name: Alan Lacher

Title: Chief Operating Officer

Date: 12/13/13

Board of Education of Baltimore County
on behalf of Baltimore County Public Schools

S. Dallas Dance, Ph.D.
Superintendent
Baltimore County Public Schools

Lawrence E. Schmidt
President
Board of Education of Baltimore County

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by a Duly Authorized
Superintendent and President of the Board
of Education of Baltimore County)

OFFICE OF LAW

*Approval of Legal Form and Sufficiency
Does not Convey Approval or Disapproval
Of the Substantive Nature of this Transaction.
Approval is Based Upon Typeset Document-
All Modifications Require Re-Approval.

CUSTOM COMPUTER SPECIALISTS, INC.

During the Project Planning stage, Custom's implementation team will work with BCPS to develop and deliver a comprehensive set of Project Planning and Management tools, in order to establish the following:

Project Overview

The project overview is intended to be the starting place from where any resource to the project team, either internally or externally can quickly understand the project's vision, origin and any implementation changes made since the beginning of the project.

The project overview also captures the change management policy agreed upon during initial planning meetings. Should there be any changes proposed during the project, it will contain the actual formal change notification documents presented to BCPS and the final status (approved or denied).

Implementation Timeline

This section includes detailed task and resource plans, typically derived from Microsoft Project workplans, as well as key milestones associated with the project.

Roles and Responsibilities

Definition of project team member's responsibilities from the Project Sponsor all the way to the school's building level support champions.

Communication Plan

The timelines, messages, audiences and authors that need to communicate and be communicated with to insure the successful implementation of the project's vision and acceptance of the new system.

Support Procedures

In every project there are a few bumps in the road. We prefer to plan on how to deal with them before we start rather than when we're in the heat of implementation. This section describes the escalation procedures and support resources for both BCPS and Custom.

Project Communication List

An electronic list of contact information for all project team members from the project sponsors and directors to the key building level contacts.

Status Reports

The bi-weekly status reports submitted at a minimum by Custom project team members, and preferably by BCPS project staff members as well.

Issue Tracking Log

An electronic mechanism to capture and manage all issues related to the implementation of the Infinite Campus application. This would include policy and procedure issues, bug/fix tracking, functional enhancements, training and documentation issues, etc.

Project Control Techniques

Custom actively manages its implementation projects through the use of the tools provided in our Project Workbook in addition to good old fashioned 'MBL' (Management by Listening). We are strong believers that communication is the key to success for any large-scale project. This includes communication not only within the project team but also to others within BCPS that need to be kept abreast of the activities and successes of the implementation. There will be a weekly conference call or meeting to update the implementation team on the status of the project throughout the implementation.

CUSTOM COMPUTER SPECIALISTS, INC.

The source data to be converted will be provided by BCPS to Custom in a pre-specified electronic file format. Typically, BCPS is required to provide Excel spreadsheets (provided by Custom) with the legacy data mapped to the defined fields in the spreadsheet. The source of the legacy data, and the number of years of historical data converted are defined in the Summary of Project Scope section in the beginning of this document. All transactional data for the active school year, including calendar structures and curriculum, will be converted. Historical census, enrollment, and transcript data for currently active students will also be converted for the previous years. Special education data will not be converted.

The data conversion process takes existing data from BCPS's legacy systems and populates the Infinite Campus database in iterations. The iterative components are as follows:

- BCPS operating architecture (building structures, census & enrollment, curriculum, staff, etc)
- Transcript related data (grading, roster & schedules, transcripts, attendance)
- Other student level data (course requests, behavior, health, transportation, lockers)
- Assessment Data

BCPS will provide to the conversion team any available system documentation, including database diagrams, technical manuals, etc. BCPS will also participate in conversion activities, such as data cleanup.

All data elements identified in this section will be converted by Custom, and BCPS will be provided ample opportunity to review the data in Infinite Campus and provide feedback. BCPS will play a significant role in reviewing their data for overall quality. Any data not provided to Custom BCPS before the Go-Live date will be considered outside the scope of this project and billed separately. After all known conversion issues are resolved, BCPS will sign a letter of completion. Any requests for additional modifications, imports, or re-imports of production data after the signoff will be considered outside the scope of this document will be managed as a Change Request, and billed separately.

CUSTOM COMPUTER SPECIALISTS, INC.

INTRODUCTION

The following training services are critical to the success of this implementation. The total number of "Training days" is indicated in the Summary of Project Scope section in the beginning of this document. Training days will be scheduled in minimum 8 hour increments. All training will be offered to BCPS in a format acceptable to BCPS's sponsors (e.g., onsite, Webinar, etc). BCPS's responsibilities are to provide adequate facilities for group training, including a large monitor and network access to the Infinite Campus server.

BCPS will be responsible for managing the logistics of the training sessions. This includes inviting, notifying, and scheduling the appropriate staff members of the location, date, and time for each training session. If additional days are required beyond the number specified above, Custom will be happy to arrange additional training sessions. Any and all additional sessions would be billed on a Time and Materials basis, based on Custom's standard rates.

Training Database

Infinite Campus training includes the creation of a series of training databases for use during staff training. We believe strongly that higher level resources such as the Core Team and the Building Coaches learn best using a standard training database which doesn't include BCPS specific data. The intent is to learn the system, not to evaluate the preliminary data conversion. The latter is handled as a separate task during data conversion.

The timing of training for building level users will coincide with cleaner iterations of data conversion. We believe the building level staff training should be done using BCPS data where possible as it's important that they be comfortable with the information they're seeing. These training databases will be created from a snapshot of a converted database.

Training User Groups

As you'll see in the subsequent training groups that follow, we strongly recommend that a Core Team be set up to include your BCPS level decision makers, key technical staff, and any "key users" from the buildings that will be instrumental to address policy and procedure issues. As the name indicates, this will be the Core of your implementation team at BCPS. We spend the largest amount of planning and discussion time with this key group.

The next most important group of users is the Building Coaches. We recommend that at least one individual per building, and two or more for larger secondary buildings be "selected / appointed" as the primary go-to person for end users at the building level. We train Coaches on all aspects of the operation of the system so they understand how to help end users make the most out of the system, and allow them to best address issues brought to their attention.

Ongoing Training for Product Upgrades

Approximately once per year, Infinite Campus releases a general product upgrade. The scope of new features varies from year to year, but typically requires between one (1) and five (5) days of Upgrade Training. While IC provides product documentation and support for these new features, BCPS is encouraged to participate in the Upgrade Training. Upgrade Training costs are not included in the scope of this document, and would be billed separately, based on Custom's standard rates.

Staff Training

The typical organization is segmented into logical groups in order to facilitate the training of staff on the use of Infinite Campus. Class limit are recommended to be no greater than 16 attendees per session (except for the teacher training sessions). The teacher training sessions are divided into sessions with up to 150 teachers. The training groups are organized as follows:

- Core team
- Building coaches
- Building administrators
- Attendance clerks
- Building secretaries
- Counselors
- Teachers
- Schedulers
- Special Education
- Health system training
- Discipline training
- Customer reporting training

CUSTOM COMPUTER SPECIALISTS, INC.

Custom Report Development.

Infinite Campus ships with hundreds of built-in reports, each with numerous run-time parameters. There are literally millions of reporting permutations available in Infinite Campus. However, we recognize that many schools choose to personalize reports (unique grading algorithms, or special formatting) that a packaged solution like Infinite Campus cannot support 'out of the box'. For this reason, Custom offers Customized Reports as an optional service.

The number of Custom Reporting days elected by BCPS is defined in the Summary of Scope section in the beginning of this document. Unless specified otherwise, all reports developed by Custom will be web-based. Any development efforts beyond the days specified will be considered outside the scope of this engagement and priced separately.

It is understood by both parties that the specific functional and technical requirements may not be known or communicated for several months after BCPS's Go-Live with Infinite Campus. The complexity of these reports may be ambiguous at the time BCPS begins the Infinite Campus implementation, and the effort to develop them may range widely from report to report. For this reason, Custom provides Custom Reporting Services on a Time and Materials basis only. Any days purchased under this agreement and not used will expire one year after the Go Live date.

Custom will work closely with BCPS to define the functional requirements for any custom reports. It is critical that all business logic, calculations, and formatting rules be clearly defined in a specification document (or 'spec') before any custom reports are developed. For this reason, BCPS will be asked to review and sign off on any report specs to ensure that no requirements have been missed. Once the specs are complete, the typical development time for a Custom Report is 4-6 weeks.

BCPS is responsible for providing the necessary hosting environment for custom reports, which will typically require the purchase of Crystal Reports software.

CUSTOM COMPUTER SPECIALISTS, INC.

Support Services. During the term of this Agreement, Custom shall provide the following Services to Licensee:

- E-Support Services. Responses to Licensee's Authorized Representatives technical and product questions of the licensed Infinite Campus Products via the Infinite Campus support website.
- Telephone Support Services. Responses to Licensee's Authorized Representatives technical and product questions of the licensed Infinite Campus Products via telephone.

Hours of Service. Custom personnel shall be normally available either via phone or via e-mail Monday through Friday, 7:00 a.m. to 6:00 p.m., Eastern Standard Time. Custom's offices are closed in observance of the following holidays: New Years Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day, Christmas Day and New Year's Eve Day.

Authorized Contact Personnel. Licensee shall identify two (2) people who shall be authorized to contact Custom for technical and product questions. Licensee understands and acknowledges that no more than the number of authorized contact personnel may be in communication with Custom at any one time. Licensee shall provide Custom with a written list of such authorized personnel within thirty (30) days of the execution of this Agreement. Licensee further agrees to keep Custom informed of changes made to this authorization list as they take place.

Payment

- Costs Related to Modified Software. If Custom corrects defects or problems attributable to errors made by Licensee or corrections or modifications made by Licensee, Licensee agrees to pay Custom's then-current standard rates.
- Diagnostic Expenses. In the event Custom performs services to diagnose a defect that Licensee claims exists in the Infinite Campus Products and Custom subsequently demonstrates the Infinite Campus Product(s) conform to Product Documentation, Licensee will reimburse Custom for such services in accordance with this Agreement, or otherwise at then-current rates.

Major Alarm

- Definition of a Major Alarm. A "Major Alarm" is defined as one of the following: (i) a complete failure of the Infinite Campus software system that results in the inability by Licensee to use the Infinite Campus software, (ii) the loss, corruption or unintended migration of Infinite Campus SIS data, (iii) the loss of an Infinite Campus function that supports an urgent business process (i.e. report card issuance), or (iv) an Infinite Campus interface failure that results in the inability by the Licensee to use the Infinite Campus software.
    - Definition of Response. "Response" is defined as contacting the Licensee in response to receipt of a trouble ticket and working with Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee a minimum of once daily until a Major Alarm has been resolved or the urgency level associated with the trouble ticket has been downgraded by the Licensee. Custom will work diligently to solve all Licensee problems; however, Custom cannot provide any guarantee as to when a Major Alarm will be resolved.
    - Response Time for a Major Alarm.
        - E-support response time – within two (2) hours.
        - Phone support – within one (1) hour.

Non-Major Alarm

- Definition of Response. "Response" is defined as contacting the Licensee in response to receipt of a trouble ticket and working with the Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee on a reasonable ongoing basis until a Non-Major Alarm is resolved. Custom will work diligently to solve all Licensee problems; however, Custom cannot provide any guarantee as to when a Non-Major Alarm will be resolved.
- Response Time for a Non-Major Alarm.
    - E-support response time – within two (2) business days.
    - Phone support – within one (1) business day.

Access to Data and Computer. On request, Licensee agrees to provide Custom with access to the Software or of data in storage that shows evidence of a programming error. Licensee further agrees to provide Custom with access to Licensee's computer and further agrees to provide sufficient computer time to enable Custom to duplicate the problem, determine that it results from the Software, and, after corrective action or replacement has taken place, determine that the problem has been alleviated.

Exhibit C

TERMS AND CONDITIONS:

This agreement ("Agreement") is effective on the date indicated in the Infinite Campus Master Agreement "Effective Date" and is entered into by and between the Board of Education of Baltimore County on behalf of Baltimore County Public Schools ("BCPS"), a body corporate and politic with offices located at 6901 North Charles Street, Towson MD 21204 and Custom Computer Specialists, Inc., a corporation with offices at 70 Suffolk Court, Hauppauge, NY 11788 ("Custom").

WHEREAS, Custom sells and / or resells a variety of software, procurement, installation, integration, hosting, technical support and instructional services for computer systems of Client; and

WHEREAS, Client requires such products and services and desires to engage Custom to provide the products and services described in this Agreement and in accordance with the terms described herein.

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound, the parties hereby agree as follows:

1.0 DEFINITIONS

"Confidential Information" shall mean all information disclosed by either party to the other, whether in writing or orally, directly or indirectly, including, but not limited to, either party's operations, customers, prospects, know-how, design rights, trade secrets, market opportunities and business affairs communicated or disclosed to the other party in connection with this Agreement.

"Products" shall mean all of the third party items (hardware, software, cables, connectors, etc) purchased by Client from Custom under the terms of this Agreement as specified by a Statement of Work.

"Services" shall mean all of the procurement, installation, integration, hosting, technical support and instructional services performed for Client by Custom under the terms of this Agreement as specified by a Statement of Work.

"Statement of Work" means any description of work attached to or referencing this Agreement (in substantially the form attached hereto) that is signed by an authorized representative of each Party. The Parties contemplate that at least one but possibly more Statements of Work may be executed pursuant to this Agreement. Each Statement of Work is part of this Agreement and is subject to change pursuant to the terms and conditions contained herein. Each Statement of Work shall be numbered or dated.

"Support Staff" shall mean any and all Custom personnel who provide any of the Services or assist with, in any form or manner, the Products or Services for Client as contemplated by the Statement of Work.

"Change Order" shall mean any change to a Statement of Work that is signed by an authorized representative of each Party. Each Change Order is part of this Agreement and is subject to the terms and conditions contained herein. Each Change Order shall be dated.

2.0 TERM

The initial term of this Agreement shall begin on the Effective Date indicated in the Infinite Campus Master Agreement and continue until the 30th day of the following June. The Agreement shall be renewed automatically for one (1) year periods (each, a "Renewal Term"), unless either party sends written notice of its intention not to renew to the other party at least three (3) months prior to the expiration of the Initial Term or the relevant Renewal Term. For purposes of the Agreement, "Term" shall mean the Initial Term and any Renewal Term or terms.

3.0 SERVICES AND RESPONSIBILITIES

Custom, or its authorized subcontractors, shall perform for Client the services described in this document.

4.0 CHARGES AND PAYMENTS

4.1 Client shall pay Custom for the Products and/or Services provided pursuant to this Agreement in the manner specified in the Pricing Schedule within the appropriate Statement of Work. Payment will be due net 30 days upon receipt of the invoice.

4.2 The prices stated in the Infinite Campus Master Agreement – "Pricing" shall remain in effect for the period specified in the Attachment. For additional services and/or services not covered herein, Custom will provide services on a standard time and materials basis in accordance with the prices set forth in the Statement of Work or for a fixed fee based on an additional statement of work and pricing schedule.

5.0 WARRANTIES

5.1 Custom represents, warrants and agrees that it has and will have full power and authority to enter into, and fully to perform, this Agreement and that no agreement or understanding exists which would interfere with Custom's obligations hereunder.

5.2 Custom further represents and warrants that it will comply at all times with all reasonable security procedures in effect at Client's, and any of Client's affiliate's premises. It is understood and agreed that while on school grounds, Custom, its employees and/or agents shall obey all "BCPS" rules and regulations and must follow all reasonable directives of BCPS administrators and employees.

5.3 Custom agrees that all warranties on the Infinite Campus Products provided by Infinite Campus, Inc. ("Infinite Campus") are passed on to Client, as stipulated in the End User License Agreement with Infinite Campus. Custom also agrees that any manufacturer's warranty on all other computer hardware, software and related products is given to Client, to the maximum extent allowed by the manufacturer, upon delivery.

5.4 Custom further warrants that all services to be performed by Custom under this Agreement will be performed by duly qualified personnel with the degree of training required to provide such services.

5.5 Disclaimer of Warranty. The warranties set forth in this section 5 are limited warranties and are the only warranties made by Custom. Custom disclaims, and Client hereby waives, all other warranties, express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose. Custom does not warrant that the operation of the products or services delivered to the client will be uninterrupted or error-free.

6.0 INDEMNIFICATION

Custom will defend and indemnify Client against, and hold Client harmless from, any and all claims, damages, and expenses (including reasonable attorneys' fees and costs of litigation) alleged by any third party which are determined by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of Custom relating to the performance of its obligations under this Agreement subject to the limits in state law. Client will defend and indemnify Custom against, and hold Custom harmless from, any and all claims, damages, and expenses (including reasonable attorneys' fees and costs of litigation) alleged by any third party which are determined by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of Client relating to the performance of its obligations under this Agreement subject to the limits in state law.

7.0 CONFIDENTIALITY

The parties acknowledge that, during the course of performing their obligations under this Agreement, both parties are likely to encounter Confidential Information of the other. Both parties shall treat Confidential Information as confidential and proprietary, as follows:

a) Both parties agree that all of their employees, agents, and independent contractors to whom Confidential Information is disclosed will hold such Confidential Information in the strictest confidence and shall disseminate such information to their employees only on a "need-to-know" basis.

b) Neither party may use any Confidential Information for any purpose other than for the performance of their obligations or the exercise of their rights under this Agreement.

c) Neither party may disclose any Confidential Information to any third party except (i) when needed to fulfill the terms and conditions of this Agreement, (ii) if such Confidential Information enters the public domain through no improper conduct of the receiving party, (iii) if such Confidential Information is required by law, regulation or court order to be disclosed by the receiving party, provided that the receiving party gives notice of such disclosure to the other party prior to such disclosure.

Both parties shall use their best efforts to prevent the unauthorized use or disclosure of Confidential Information.

8.0 NON-HIRE OF EMPLOYEES

8.1 It is expressly understood that Client and Custom obtain and retain their personnel at great expense. In consideration thereof, for a period equal to the longer of three years from the date of this agreement or two years following Client's last use of Custom's services, whichever is longer, Client and Custom shall not, directly or indirectly, for themselves, or on behalf of any other person, firm, corporation or other entity, whether as a principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of the other party's employees to leave the employ of the respective party, or hire or engage such an employee or subcontractor without the prior written consent of the other party.

8.2 Notwithstanding the prohibition of Section 8.1, should one party determine to hire the employee or agent of the other within this time period without the prior written consent of the other party, the hiring party shall pay the other party as liquidated damages for the loss of such employee or agent an amount equal to TWICE the hired employee's or agent's annual (or annualized) compensation previously paid by the non-hiring party.

9.0 LIMITATION OF LIABILITY

9.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR COMMERCIAL LOSS, WHETHER OR NOT FORESEEABLE, ARISING OUT OF, OR IN CONJUNCTION WITH THIS AGREEMENT OR ITS PERFORMANCE, PARTIAL PERFORMANCE OR NON-PERFORMANCE.

9.2 THE AGGREGATE LIABILITY OF CUSTOM TO CLIENT FOR ANY CAUSE OF ACTION OR CLAIM (WHETHER UNDER CONTRACT OR TORT) SHALL BE LIMITED TO THE AMOUNTS PAID TO CUSTOM BY CLIENT HEREUNDER WITH RESPECT TO THE SERVICES OR PRODUCTS THAT ARE THE SUBJECT OF SUCH ACTION OR CLAIM. BOTH PARTIES AGREE THAT THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE CHARGES TO BE PAID BY CLIENT HEREUNDER AND THE LIMITATIONS SET FORTH IN THIS SECTION, REFLECTS THE ALLOCATION OF RISK UNDERSTOOD AND AGREED UPON BY THE PARTIES.

9.3 TO THE EXTENT THAT CLIENT EXECUTES AN END USER LICENSE AGREEMENT WITH INFINITE CAMPUS, INC. WITH RESPECT TO ANY PRODUCT DESCRIBED ON EXHIBIT A HERETO, CLIENT ACKNOWLEDGES AND AGREES THAT IF CLIENT SUFFERS ANY LOSS OR DAMAGE AS A RESULT OF CLIENT'S USE OF SUCH LICENSED PRODUCT, CLIENT SHALL HAVE NO RECOURSE AGAINST CUSTOM. CLIENT'S SOLE REMEDIES SHALL BE THOSE PROVIDED IN THE END USER LICENSE AGREEMENT REFERRED TO ABOVE.

10.0 NOTICES

Any notices required to be given in accordance with this Agreement shall be in writing and shall be sent by a recognized overnight courier, personal delivery or by certified mail, return receipt requested, to the parties at their respective addresses as set forth in the Infinite Campus Master Agreement.

Such delivery of the notice shall be deemed complete when received.

11.0 TERMINATION

Either party may terminate this Agreement upon no less than ninety (90) days prior written notice to the other party. In the event of termination, Client agrees to pay Custom, as provided herein, for Services rendered up to the date of termination, and Custom agrees to refund Client for certain services paid for in advance, but not performed. However, the Infinite Campus annual licensing, hosting and support fees are non-refundable by Custom and will not be returned by Custom in the event Client terminates this Agreement.

12.0 SURVIVAL

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

13.0 AMENDMENTS & ATTACHMENTS

13.1 This Agreement may be amended or modified from time to time but only by

a written amendment signed by both of the parties. Any document, instrument, or agreement issued or executed contemporaneous or subsequent to this agreement that in any way relates to this agreement or the subject matter of this agreement

shall be deemed to have incorporated the terms and conditions of this agreement into such document, instrument, or agreement.

13.2 The Client agrees to all of the terms and conditions in the Infinite Campus End User License Agreement and agrees to execute the End User License Agreement prior to the delivery of any software or services related to the Infinite Campus product.

13.3 In addition to the terms of this Agreement, the Client shall be subject to the terms and conditions of the Infinite Campus Master Agreement annexed hereto and incorporated herein.

14.0 ASSIGNMENT; NO THIRD PARTY BENEFICIARIES OR RIGHTS CREATED

This Agreement shall be binding upon and shall inure to the benefit of the parties only. No party shall assign, transfer, convey, or otherwise dispose of this Agreement or its right, title, or interest therein to any third party without the prior written approval of the other Party. Neither this agreement nor any action taken or to be taken hereunder or under any related document, instrument, or agreement, is intended to, nor shall it, confer any rights on or against any person or entity other than the Parties hereto and all third party rights are expressly negated. Any communications with or from any third parties shall be deemed to be solely on behalf of, or as an accommodation to, a Party, and shall not create any rights in or on behalf of such third party, nor create any additional rights on behalf of any Party.

15.0 MUTUAL CONTRIBUTION

This Agreement is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

16.0 ENTIRE AGREEMENT

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WHICH SUPERSEDES ALL PROPOSALS (INCLUDING ANY BIDS, QUOTATIONS OR THE LIKE) OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

17.0 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

18.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

BCPS may terminate this contract, in whole or in part due to insufficient funding with thirty (30) calendar days written notice to Custom. BCPS shall pay for all of the purchases, if any incurred up to the date of the termination notice.

Exhibit D

Right People. Right Results.®

Infinite Campus

CUSTOM COMPUTER SPECIALISTS, INC.

August 27, 2013

Baltimore County Public Schools
Office of Purchasing
Attn: Jack Nichols
6901 North Charles Street
Towson, MD 21204

RE: Comprehensive Data System - JNI-749-13 Price Proposal – Best and Final Offer

Dear Mr. Nichols,

Custom Computer Specialists, Inc. ("Custom") is pleased to provide Infinite Campus product and services "Best and Final" pricing for a fully integrated and comprehensive Student Information System ("SIS"). Pricing provided in the RFP was positioned to be competitive. This included best-in-nation product pricing, and all service fees were based on Custom's experience and the provided scope of services. In this "Best and Final" offer, Custom is providing the following adjustments:

- Travel costs associated with the implementation services are waived.
- A 2% discount may be applied to all invoices paid in full within 10 days of invoice date (2% 10, net 30).
- An optional full time, on-site resource is offered. If this option is selected, implementation services will be reduced by $40,000.

Pricing is addressed in the following addenda:

1. Annual product subscription fees (Addendum A)
2. Implementation Service Fees (Addendum B)
3. Optional Services (Addendum C)
4. Professional Services Rates and Customizations (Addendum D)

A 5 year summary of items 1 through 3 are provided below:

Item	Description	Year 1*	Year 2	Year 3	Year 4	Year 5	Total
Subscription	ICDE SIS	$638,184	$850,912	$850,912	$850,912	$850,912	$4,041,832
Services	Implementation	$656,813	$218,937	n/a	n/a	n/a	$875,750
	Integrations and Reports	$35,000	$35,000	n/a	n/a	n/a	$70,000
Optional	Premium Support *Recommended*	n/a	$157,400	$157,400	$157,400	$157,400	$629,600
	On-site Resource**	$120,000	$166,000	$173,000	$180,000	$188,000	$827,000
	Customizations	$38,600	n/a	n/a	n/a	n/a	n/a

** - Year 1 fees are prorated for 9 months (October 2013 – June 2014). All other years reflect July through June.*

*** - Implementation fees will be reduced by if the on-site resource option is selected.*

Please contact me with any questions regarding pricing or information provided in this document.

Best Regards,

JP Nel
Director

70 Suffolk Court, Hauppauge, NY 11788
Tel: 800.598.8989 | www.customonline.com

BALTIMORE COUNTY PUBLIC SCHOOLS

S. Dallas Dance • Superintendent • 6901 Charles Street • Towson, MD •21204

Executed Contract Part B

December 12, 2013

David Stephens
Engrade, Inc.
2800 28th Street, Suite 306
Santa Monica, CA 90405

Dear Mr. Stephens:

Enclosed for your records is an executed copy of contract agreement #JNI-749-13B: Comprehensive Instructional Management System.

Thank you very much for working with the Baltimore County Public Schools. If you have any questions regarding the above, please contact me at:

6901 Charles Street, Building E
Towson, MD 21204
Phone: 410-887-4334
Fax: 410-887-7831
E-mail: ponheiser@bcps.org

Sincerely,

Patricia Onheiser

Patricia Onheiser, Contracting Assistant
Office of Purchasing

c: Bid File
Contract File

BOARD OF EDUCATION OF BALTIMORE COUNTY
Towson, Maryland 21204

CONSULTANT CONTRACT AGREEMENT NUMBER: JNI-749-13-Part B
COMPREHENSIVE INSTRUCTIONAL MANAGEMENT SYSTEM
(LEARNING, INSTRUCTIONAL AND ADMINISTRATION SYSTEM PORTION)

1.0 In consideration of the provisions contained herein, this Agreement is made and entered into November 22, 2013 between Engrade, Inc., 2800 28th Street, Suite 306, Santa Monica, CA 90405 ("Consultant" or "Engrade") and the Board of Education of Baltimore County ("Board" or "BCPS") for the Learning, Instructional and Administration Portion of a Comprehensive Instructional Management System. All dates in this Agreement are subject to a day-for-day adjustment based on actual execution date of Agreement by all parties.

2.0 Incorporation of Documents

2.1 Board of Education of Baltimore County - Consultant Contract Agreement;

2.2 Part II: Specifications - General Requirements;

2.3 Part I: General Terms and Conditions;

2.4 Engrade, Inc. Software As A Service (SAAS) Agreement (Exhibit A);

2.5 Any BCPS Purchase Order;

2.6 In the event of conflict, the terms of this Consultant Contract Agreement shall govern.

3.0 Responsibilities of the Parties

3.1 For the purposes of this contract the consultant will provide 5 distinct software components to BCPS:

- Learning and Content/Curriculum Management System – This system provides a powerful platform whereby educators can create and deploy curriculum and content that is personalized to the needs of each student in support of their education. This content will be available though a web portal for students to gain access using a district deployed device or eventually a personal device.
- Instructional Management System and Response to Intervention - The instructional management system will give educators a window into all available student performance data and allow educators the ability to flag student and class performance needs from assessment results and align identified needs to instructional resources. The system can identify struggling students by automatically triangulating and filtering student data based on district-defined criteria and include data points like student assessments, grades, attendance and/or disciplinary information.
- Assessment Administration System - Assessments will be administered through this system which can contain teacher created and deployed versions to assess how well students are learning as well as centralized assessments that may be pushed across multiple grade levels throughout the district. Students can access this system and take assessments using any district supplied device such as in a computer lab environment or ultimately via personal device.
- Grade Book – The grade book will be deployed to all teachers and be used to enter and track all student grades. All teacher, student, and course information will

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be uploaded in a timely manner from the Infinite Campus system keeping data as current as possible. The grade book can be used to generate custom reports as well as interim progress reporting if desired and contains a rich feature set for all aspects of managing student grades.

- Web Portal - This system will be deployed for parents and/or guardians to gain access to various elements of student data including grades, transcripts, schedules, attendance and various other data elements. The portal will integrate tightly to all data systems to ensure timely and accurate posting of student information. Parents can also use the web portal to update emergency contact information, which will assist when Ed-connect calls are deployed.

BCPS expects the consultant to perform the following services:

- Execute and deliver all aspects of the RFP as documented in the functional requirements section of the document for the five distinct software components to BCPS for which the consultant was selected. (functional areas: 3.1, 3.3, 3.4, 3.5, 3.6)
- Provide and execute a complete end to end project plan that outlines a time frame for bringing the LMS and content management system online for C&I to use by March 15, 2014
- Provide and execute a complete end-to-end project plan that outlines a time frame for bringing the LMS and content management system online for other offices of BCPS to use by June 15, 2014.
- Provide and execute a complete end-to-end project plan that outlines how Engrade will deliver any customizations required to meet the portions of the requirements where the response was "Does not Meet". This should coincide with a go live for any elements that will be impacted for the use of the LMS and content management system.
- Provide and execute a complete end-to-end project plan that outlines a time frame for bringing the grade book online by June 2014 with the ultimate goal of go-live for system wide use for school year 2014-2015.
- Partner with BCPS to provide and execute a project plan that outlines a timeframe for delivering a Professional Development environment (functional area 3.2) based on existing LMS functionality for use by BCPS offices by September 1, 2015.
- Execute a comprehensive training plan that targets all functional users of the Engrade product suite including all functional users as well as technical support personnel from Information Technology.
- Provide a complete end to end project plan that outlines a time frame for bringing Instructional Management online for school year 2014-2015 including assessments and RTI for 10 'Lighthouse schools' grades 1-3. This must also include data dashboards of system to school to grade to teacher to student level results/data points with the ability to drill through on the data.
- Provide a complete end to end project plan that outlines a time frame for bringing the web portal online by start of school year 2014. This should include any data elements that will be populated from the current student information system STARS as well as any data elements relevant from the Engrade learning management system or other data sources identified by BCPS. It should also include any data elements that will be used from the new student information system provided by Infinite Campus.
- Provide end-to-end project plan for integrating with Infinite Campus SIS to support September 2015 BCPS One transition from STARS to Infinite Campus.
- Provide integration with BCPS Active Directory Federation Services (ADFS) to provide log in and role determination for any District Employee using the system.

3.2 The Consultant shall invoice BCPS for services provided in accordance with the following

progress payment schedule or actual delivery date of materials, if earlier than scheduled. .

- Phase 1 - Execution of Contract: (Target Date November 22, 2013)
  - Purchase Order cut for Y1 BAFO License and Service Fees of $942,000
    - Instructional Management System, Learning Management System, Web Portal System, and Content Curriculum Management System (Engrade: Teach): $428,000
    - Assessment Administration System and Response to Intervention System (Engrade: Assessment): $107,000
    - Professional Development Learning Management System (Engrade: PD): $0
    - Grade book system (Engrade: Core Book): $107,000
    - Infinite Campus Integration, Support, and Maintenance: INCLUDED
    - Implementation/Professional Services: $150,000
    - Dedicated FTE Developer- customizations: $150,000
  - **Engrade invoices 40% of first year fees: $376,800**
- Phase 2 – Integrate with STARS Student information system (targeted date of December 31th, 2013),
  - Agree upon FTE Project Manager
  - Integrate current BCPS rosters via Engrade standard ingestion format, delivered routinely to Engrade SFTP by BCPS.
  - Provision BCPS teacher and administrator accounts.
  - **Engrade invoices 20% of first year fees: $188,400**
- Phase 3 – Content and Assessment partner integrations (targeted date of January 15, 2014)
  - Import Existing BCPS Curriculum and Assessment Assets:
    - Discovery Education
    - McGraw Hill
    - Safari Montage
    - Advance Path
    - NWEA
  - Integrate curriculum providers into Engrade:Teach
  - Integrate assessment provider data into Engrade:Improve
  - **Engrade invoices 20% of first year fees: $188,400**
- Phase 4: Launch to C&I (targeted date of March 15th, 2014)
  - Launch with selected pioneer schools
  - Training for BCPS administration, BCPS leadership
  - Training for pioneer school faculty and staff (between 1/15/14 – 2/28/14)
  - Engrade invoices remaining 20% of first year fees: $188,400
- A Certified Purchase Order will be generated and sent to Engrade by July 31 of each future year, for the entire year's license and service fees to be billed as follows:
  - Year 2: School Year 2014 – 2015: $750,000
  - Year 3: School Year 2015 – 2016: $714,000
  - Year 4: School Year 2016 – 2017: $714,000
  - Year 5: School Year 2017 – 2018: $714,000
- **At any point during the project life cycle BCPS retains the right to change the payment milestone dates based on mutually agreed upon re-negotiated dates that affect deliverables as defined in the project plan.**
- The parties acknowledge that the target dates listed above and elsewhere in this Agreement are good faith estimates from Consultant based on Consultant's understanding and information as of the effective date of this Agreement, but are subject to change, as long as such changes are agreed by BCPS, as the project

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unfolds and the parties have more clarity regarding circumstances which may cause such changes in the target dates.

4.0 Term

4.1 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 December 31, 2018.

4.2 BCPS reserves the option to extend this contract for an additional two year period upon mutual agreement and under the same terms, conditions, and pricing, in which case BCPS shall provide written notice thereof to Consultant prior to the end of the initial term.

5.0 Billing and Payments

5.1 All invoices are to be submitted to:

BALTIMORE COUNTY PUBLIC SCHOOLS
Office of Accounting
6901 Charles Street, Building E
Towson, MD 21204

5.2 To expedite payments you must follow these guidelines:

.1 All invoices must contain a valid Baltimore County Public Schools' purchase order number.

.2 Invoices shall be itemized and should fully describe the services provided.

6.0 Taxes

6.1 Materials which are incorporated into work under formal or informal contracts are not exempt from the Maryland State Sales or Use Tax. Consultant shall be responsible for paying such taxes when purchasing materials.

7.0 Consultant's Representations and Warranties

7.1 The Consultant hereby warrants and represents that the professional services provided under this Agreement shall be performed competently and with due care, and in accordance with all applicable laws, codes, ordinances and regulations. Breach of this warranty constitutes a material breach of the Agreement.

8.0 Assignment

8.1 The Consultant shall not assign or transfer the Consultant's interest or obligation under this Agreement to any third party, without the prior written consent of the Board, such consent not to be unreasonably withheld or delayed. 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.

9.0 Delegation of Duties

9.1 The Consultant shall not delegate the Consultant's duties under this Agreement without prior written consent of the Board.

10.0 Integration

10.1 This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.

11.0 Fee Prohibition

11.1 The Consultant warrants and represents that he/she has not employed or engaged any person or entity to solicit or secure this Agreement, and that he/she has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of this Agreement.

12.0 Nondiscrimination

12.1 The Consultant agrees that it shall not unlawfully discriminate on the basis of race, color, religion, age, ancestry or national origin, sex, sexual orientation, physical or mental disability, marital status or veteran's status with respect to employment opportunity or access to program pursuant to this Agreement.

13.0 Background Investigation

13.1 The Board in its sole discretion may require applicable personnel of the Consultant as determined by the Board to have a criminal background investigation, including fingerprints, before the Consultant begins providing services under this Agreement. In the event the Board requires such an investigation, the Board's investigator shall perform the investigation. The Consultant will pay all fees for the investigation.

14.0 Child Sex Offender Notification

14.1 Maryland law requires certain child sex offenders to register with the local law enforcement agency. One of the purposes of this law, found in the Annotated Code of Maryland, Criminal Procedure, Article §11-709, is to inform school systems when a child sex offender is residing or working in the area. When the child sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

14.2 In connection with this Agreement, Board requires that Consultant does not employ convicted child sex offenders to work on the Property.

14.3 To assist Consultant in identifying convicted child sex offenders, the Purchasing Office of the Board has the list of convicted child sex offenders, which Consultant is welcome to view. Board's Office of School Security maintains this list and distributes updates to us as new offenders are identified.

15.0 Financial Disclosure

15.1 The Consultant shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that

20.2 Delays by the Consultant causing the completion of Projects to extend past the Commencement Date will not change the Commencement Date for Performance guarantee purposes.

21.0 Annulments and Reservations

21.1 BCPS may conduct any necessary investigation to determine the ability of the Consultant to perform the work, and the Consultant shall furnish to the BCPS all such information and data reasonably requested by BCPS, provided that, with regards to any third party information for which Consultant has no control, Consultant shall not be obligated to provide any such information that is subject to confidentiality or other restrictions. BCPS reserves the right to reject any proposal if the evidence submitted by the Consultant or investigation of such Consultant fails to satisfy BCPS that such Consultant is properly qualified to carry out the obligations of the Contract and to complete all stipulated requirements. Conditional proposals will not be accepted.

21.2 BCPS reserves the right to annul any contract, if in its opinion there shall be a material breach by Consultant, at any time, of Consultant's obligations under this Agreement to perform faithfully any of its stipulations and such breach is not cured within 30 days following Consultant's receipt of written notice thereof from BCPS, or in case of any willful attempt by Consultant to impose upon BCPS work that Consultant knows is materially inferior to that required by the Consultant and Consultant does not replace such work with work which meets such requirements within 30 days following Consultant's receipt of written notice thereof from BCPS, 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 Consultant.

.1 Should the Consultant 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 reserve the right to purchase these in the open market, or to complete the required work and receive liquidated damages as specified in this document.

.2 Should the Consultant 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 reserve the right to withdraw these from the operation of this contract without incurring further liabilities.

21.3 BCPS reserves the right to issue Blanket Purchase Orders to encumber, i.e. make available without obligating to spend, certain monies for Consultant's services. The Blanket Purchase Order dollar value does not in any way represent a guarantee of potential contracts, jobs, work assignments or monies during the course of the contract. The allocation of funds is at the discretion of BCPS.

22.0 Termination

22.1 Termination for Non-Appropriation of Funds: BCPS may terminate this contract, in whole or in part due to insufficient funding with thirty (30) calendar days written notice to the Consultant. BCPS shall pay for all of the purchases, if any incurred up to the date of the termination notice.

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26.0 Governing Law and Venue

26.1 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.

27.0 Waiver of Jury Trial

27.1 The Consultant and Board hereby waive trial by jury in any action or proceeding to which the Board and/or the Consultant 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 Consultant and the Board and the Consultant 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 Consultant 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.

28.0 Confidential Information/Proprietary Rights

28.1 The term "confidential information" shall include all non-public documentation and information disclosed to the Consultant in the course of performance of duties hereunder with respect to the past, present, and future Board operations, business and services. The Consultant hereby agrees to maintain all such confidential information in trust and confidence and agrees not to disclose such information to any person, firm, corporation, or entity during or after the term of this Agreement.

29.0 Drug, Tobacco, and Alcohol

29.1 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).

29.2 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.

30.0 Conflict of Interest, Lobbying, and Ethics Review Panel

30.1 Conflict of Interest. The Consultant represents and warrants that there exists no actual or potential conflict of interest between the Consultant's performance under this Agreement and

the Consultant's engagement or involvement in any other personal or professional activities. In the event such conflict or potential conflict arises during the term of this Agreement, or any extension thereof, the Consultant shall immediately advise the Board thereof.

30.2 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 Consultants are expected to comply with any and all Board of Education Ethics Code Policiesas found at Policies 8360-8366, that may apply to them individually or as a business entity.

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

30.4 All Consultants 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.

31.0 Non-hiring of Employees by Consultant or BCPS

31.1 No employee of the BCPS or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the BCPS or any unit thereof.

31.2 No employee of the Consultant or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the Consultant or any unit thereof.

32.0 Insurance

32.1 In the event the Consultant, as part of the award is responsible for installation and/or product demonstration, the Consultant will be responsible for hiring personnel to perform such services at their own costs. Such personnel will be considered employees of the Consultant and are under their control and direction. The Consultant 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.

32.2 The Consultant 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.

32.3 Prior to the commencement of any work, or at any time during the term of this Agreement, the Consultant 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 Consultant of the following types: Comprehensive General Liability Insurance, Comprehensive Automobile Insurance, Excess Liability Insurance, and any other insurance coverage maintained by the Consultant. 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. The Certificate of Insurance must name the Board of Education of Baltimore County as an additional insured.

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32.4 All required insurers allowed to do business in the State of Maryland and acceptable to the Board must underwrite insurance coverage. 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

33.0 Reserved.

34.0 Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion

34.1 Consultant certifies, by the signing of this contract, that, to Consultant's knowledge, neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Local government department or agency.

34.2 Where Consultant is unable to certify to any of the statements in this certification, Consultant shall attach an explanation to this contract.

35.0 Warranty Disclaimer/Limitations of Liability

35.1 The warranty disclaimers and limitations of liability set forth in the Engrade, Inc. Software As A Service (SAAS) Agreement (Exhibit A) shall be applicable to Consultant, and otherwise with respect to Consultant, under this Agreement.

36.0 Severability

36.1 Should any part, term or provision of this Agreement be declared invalid, void, or unenforceable, all remaining parts, terms, and provisions here of shall remain in full force and effect, and shall in no way be invalidated, impaired, or affected thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

Accepted by:

Engrade, Inc.

Authorized Signature
Zach Posner, CEO

Witness

Date: _____

Accepted by:

BOARD OF EDUCATION OF BALTIMORE COUNTY

S. Dallas Dance, Ph.D.
Superintendent of Schools
Baltimore County Public Schools

Lawrence E. Schmidt, Esq.
President
Board of Education of Baltimore County

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by a Duly Authorized
Superintendent and President of the Board
of Education of Baltimore County)

OFFICE OF LAW
*Approval of Legal Form and Sufficiency
Does not Convey Approval or Disapproval
Of the Substantive Nature of this Transaction.
Approval is Based Upon Typeset Document-
All Modifications Require Re-Approval.

Exhibit: A - JNI-749-13

ENGRADE, INC
SOFTWARE AS A SERVICE (SAAS) AGREEMENT

This Software as a Service (SaaS) Agreement ("**Agreement**") is effective as of October 21, 2013 ("**Effective Date**") and is made by and between Engrade, Inc, a Delaware corporation located at 2800 28th Street, Suite 306, Santa Monica, CA 90405 ("**Engrade**"), and BOARD OF EDUCATION OF BALTIMORE COUNTY ON BEHALF OF BALTIMORE COUNTY PUBLIC SCHOOLS, located at 6901 Charles Street, Towson, Maryland 21204 ("**Customer**").

Engrade is offering to select school districts and other educational organizations Internet based access to and use of the premium version of Engrade's software solution as described in Exhibit A and accessed at www.engradepro.com or as otherwise directed by Engrade (the "**Engrade Solution**"). Customer desires to access and use the Engrade Solution and Engrade desires to give Customer such access to and use of the Engrade Solution, subject to the terms and conditions in this Agreement. The parties hereby agree as follows:

1. ACCESS; ACTIVATION DATE; USERS.

1.1 Access and Activation Date. Subject to the terms and conditions of this Agreement, Engrade agrees to provide Customer with access to the Engrade Solution commencing on the Activation Date listed in Exhibit A for use at all schools and facilities within Customer's control or network, or as otherwise agreed in writing by Engrade and Customer (the "**Facilities**"). Engrade shall use its reasonable efforts to make the Engrade Solution available to Customer online on or about the Activation Date.

1.2 Users. Customer shall facilitate access to the Engrade Solution for Customer's teachers, school administrators, students, parents and other employees at each Facility that Customer wants to have such access (collectively, "**Users**"), and shall use its best efforts to promote sign-up and use of the Engrade Solution by such Users.

1.3 Customer and Third Party Systems. Customer and Engrade may agree to use the Engrade Solution to act as a portal to, or otherwise provide an interface to or integration with, certain systems of Customer and/or third parties (each, a "**Non-Engrade System**"). The parties shall document such use in Exhibit A (as such exhibit may be amended from time to time during the Term (as defined below) by the parties). Notwithstanding anything expressed or implied in this Agreement, Engrade shall have no responsibility or liability of any nature whatsoever under this Agreement regarding any such Non-Engrade System, nor any liability for any failure of the Engrade Solution, or any other failure or problem that arises hereunder, that is attributable to any such Non-Engrade System.

2. LICENSE AND RESTRICTIONS.

2.1 License Grant. Subject to the terms and conditions of this Agreement, Engrade hereby grants to Customer, during the term of this Agreement, a limited, non-exclusive, non-transferable license (without the right to sublicense) to access and use the Engrade Solution solely for Customer's internal education-related purposes at the Facilities and not for the benefit of any other person or entity or any other facility or location. API key is available at the discretion of Engrade to authorized IT / technical representatives from the district.

2.2 License Restrictions. Customer shall not, directly or indirectly, and Customer shall not permit any User to, (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the Engrade Solution; (ii) modify, translate, or create derivative works based on any element of the Engrade Solution or any related documentation; (iii) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the Engrade Solution; (iv) use the Engrade Solution for timesharing purposes or otherwise for the benefit of any person or entity other than for the benefit of Customer at the Facilities; (v) remove any proprietary notices from Engrade materials furnished or made available to Customer; (vi) publish or disclose to third parties any evaluation of the Engrade Solution without Engrade's prior written consent; (vii) use the Engrade Solution for any purpose other than its intended purpose, or (viii) use or access the Engrade Solution from or for the benefit of any facility or location, other than the Facilities.

3. PASSWORDS; SECURITY.

3.1 Passwords. Engrade will either issue to Customer or authorize a Customer administrator to create and issue to each User, a user identification number and/or password for access to and use of the Engrade Solution. Customer and its Users are responsible for maintaining the confidentiality of all user identification numbers and/or passwords and for ensuring that each user identification number and/or password is used only by the User to which it was issued. Customer is solely responsible for any and all activities that occur under Customer's account. Customer will restrict its Users from sharing passwords. Customer agrees to immediately notify Engrade of any unauthorized use of Customer's account, any user identification number and/or password, or any other breach of security known to Customer. Engrade shall have no liability for any loss or damage arising from Customer's failure to comply with the terms set forth in this Section.

3.2 Customer Data Defined. For purposes of this Agreement, the term "**Customer Data**" means and is limited to personally identifiable information about Customer's Users (e.g., name, phone number, address, etc.). The term "Customer Data" does not include, without limitation, (a) information or data that is used by Engrade in a manner that does not disclose Customer Data when not combined with any personally identifiable information about the User, (b) data obtained by Engrade from third parties; and (c) aggregation of data and information stored or processed by the Engrade Solution in each case where no Customer Data is included in the aggregation ("**Aggregated Statistics**"). None of the foregoing (a) – (c) shall be considered Customer's Confidential Information.

3.3 Security. Engrade will deploy reasonable security precautions intended to protect against unauthorized access to any Customer Data stored on the Engrade Solution. Engrade will exercise reasonable efforts to deploy corrections within the Engrade Solution for security breaches made known to Engrade.

3.4 No Circumvention of Security. Neither Customer nor any User may circumvent or otherwise interfere with any user authentication or security of the Engrade Solution. Customer will

immediately notify Engrade of any breach, or attempted breach, of security known to Customer.

3.5 Additional Compliance. Engrade and Customer each represent and warrant that it will comply with Children's Online Privacy Protection Act (COPPA) and the Children's Internet Protection Act (CIPA), to the extent such laws are applicable to the respective party's actions under the Agreement. Customer shall be responsible for establishing or requesting that Engrade establish student accounts for access to the Engrade Solution and shall ensure that it has obtained any necessary and appropriate consent from students to establish such accounts; Engrade will not establish any student accounts except as directed by Customer. The parties agree that Engrade may rely on Customer to obtain the necessary and appropriate consent from students for such students' use of or access to the Engrade Solution.

4. SUPPORT AND TRAINING.

4.1 Support and Training. Engrade will provide to Customer the support services and training services as described in Exhibit A. Engrade support and account management team may access any Users or Customer account to provide any services to Support this Agreement.

5. CUSTOMER OBLIGATIONS.

5.1 Hardware/Software. Customer is responsible for (i) obtaining, deploying and maintaining all computer hardware, software and communications equipment needed to access and use the Engrade Solution, (ii) contracting with third parties that provide services related to Customer being able to access and use the Engrade Solution (e.g., ISP, telecommunications, etc.) and (iii) paying all third-party fees and access charges incurred while accessing and using the Engrade Solution. Engrade will not be required to supply any hardware, software or equipment to Customer by reason of this Agreement.

6. CONSIDERATION. As consideration for the rights granted to Customer hereunder, Customer agrees to pay all fees listed in Exhibit B. Customer also agrees that Engrade may use Customer's name in connection with Engrade's promotion and marketing of the Engrade Solution and Engrade's related products and services, including but not limited to as part of its list of customers, as a user and customer of the Engrade Solution, in press releases and marketing materials relating to the Engrade Solution, and on Engrade's website.

7. OWNERSHIP.

7.1 Engrade Solution. As between Engrade and Customer, all right, title and interest in the Engrade Solution and any other Engrade materials furnished or made available hereunder, and all modifications and enhancements thereof, and all suggestions, ideas and feedback proposed by Customer regarding the Engrade Solution, including all copyright rights, patent rights and other intellectual property rights in each of the foregoing, belong to and are retained solely by Engrade or Engrade's licensors and providers, as applicable. Customer hereby does and will irrevocably assign to Engrade all ideas, feedback and suggestions made by Customer or its Users to Engrade regarding the Engrade Solution (collectively, "**Feedback**") and all intellectual property rights in the Feedback. Customer agrees to execute any documents or take any actions as may reasonably be necessary, or as Engrade may reasonably request, to perfect such ownership of the Feedback. To the extent any of the rights, title and interest in and to Feedback or intellectual property rights therein cannot be assigned by Customer to Engrade, Customer hereby grants to Engrade an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit those non-assignable rights, title and interest. Except for the express licenses granted in Section 2.1 (License Grant), there are no other licenses granted to Customer, express, implied or by way of estoppel. All rights not granted in this Agreement are reserved by Engrade.

7.2 Customer Data. As between Engrade and Customer, all right, title and interest in (i) the Customer Data, (ii) other information input into the Engrade Solution by Customer (collectively, "**Other Information**") and (iii) all intellectual property rights in each of the foregoing, belong to and are retained solely by Customer. Customer hereby grants to Engrade a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Other Information as a part of the Aggregated Statistics.

7.3 Aggregated Statistics. As between Engrade and Customer, all right, title and interest in the Aggregated Statistics and all intellectual property rights therein, belong to and are retained solely by Engrade. Customer acknowledges that Engrade may (i) compile Aggregated Statistics based on Customer Data, Other Information, and information input by Customer, its Users and students into the Engrade Solution and (ii) selling or otherwise distributing such Aggregated Statistics to third parties, including without limitation to other customers. For the avoidance of doubt, Aggregated Statistics will not include any Customer Data or data or information about Customer (e.g., the identity of Customer, address, phone number, etc.).

7.4 Student Records. With respect to any access by Engrade to any "education records" (as such term is defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232 et seq. ("FERPA")) or by Maryland state law or regulation held by Customer under or in connection with this Agreement, Engrade shall be acting as a legal agent ("school official") of Customer. As between the Parties, any information protected by FERPA or its Maryland state law equivalent submitted to Engrade by Customer in connection with this Agreement shall be deemed the Confidential Information of Customer subject to Section 9. Engrade agrees to comply with FERPA and agrees not to share or disclose any FERPA protected information with any third party except as permitted by FERPA or as authorized or permitted by Customer. Customer shall be responsible for collection of all personally identifiable information concerning student information; verification of the accuracy of all student information; corrections of any mistakes or others errors or inaccuracies to the student information, compliance with FERPA and any other applicable federal, state and/or local statutes and legislation regarding student information; the use and integrity of the dissemination of all such student information; and any and all policies of the Customer relating thereto.

8. TERM AND TERMINATION.

8.1 Term; Renewal. Initial term commences on the Effective Date and ends on December 31, 2018 ("Term").

8.2 Termination for Breach. Either party may terminate this Agreement upon written notice if the other party has breached a material term of this Agreement and has not cured such breach within thirty (30) days of receipt of written notice from the non-breaching party specifying the breach.

a. Termination for Convenience. Customer has the right to withdraw from the terms of the contract, without showing cause, by providing thirty (30) calendar days written notice to Engrade. Customer shall pay all reasonable costs

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incurred by Engrade up to the date of termination. Engrade shall not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Engrade agrees that Engrade does not have a right to termination for convenience.

b. Termination for Non-Appropriation of Funds. Customer may terminate this contract, in whole or in part due to insufficient funding with thirty (30) calendar days written notice to Engrade. Customer shall pay for all of the purchases, if any incurred up to the date of the termination notice.

8.3 Customer Conduct. Engrade may suspend or terminate Customer's and Users' access to the Engrade Solution, at Engrade's sole option and such suspension or termination will continue until the applicable issue is resolved.

8.4 Effect of Termination. Engrade shall not be liable to Customer or any third party for Engrade's suspension or termination of Customer's access to, or right to use, the Engrade Solution as such termination or suspension is authorized under this Agreement. Upon the effective date of expiration or termination of this Agreement for any reason, whether by Customer or Engrade, (i) Customer's right to access and use the Engrade Solution shall immediately cease, (ii) Customer and its Users' access to the Engrade Solution will terminate and (iii) Customer shall cease accessing and using the Engrade Solution and Engrade may take such actions to preclude such access and use.

8.5 Survival. The following Sections of this Agreement shall survive the termination of this Agreement: Sections 6 (Consideration), 7 (Ownership) 8 (Term and Termination), 9 (Confidentiality), 10 (Warranty Disclaimer), 11 (Limitation of Liability), and 12 (General).

9. CONFIDENTIALITY.

9.1 Obligations. Each of the parties agrees to maintain in confidence any non-public information of the other party, whether written or otherwise, disclosed by the other party in the course of performance of this Agreement that a party knows or reasonably should know is considered confidential by the disclosing party ("**Confidential Information**"). The parties hereby agree that Confidential Information includes the terms and conditions of this Agreement, and any discussions related thereto as well as the Engrade Solution, The receiving party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Confidential Information of the other party to those employees or agents who require access in order to perform hereunder, and, except as otherwise provided, neither party shall make Confidential Information available to any other person or entity without the prior written consent of the other party.

9.2 Exclusions. Confidential Information shall not include any information that is (i) already known to the receiving party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party; (iii) subsequently disclosed to the receiving party on a non-confidential basis by a third party not having a confidential relationship with the other party hereto that rightfully acquired such information; or (iv) communicated to a third party by the receiving party with the express written consent of the other party hereto. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process shall not be considered a breach of this Agreement; provided the receiving party provides prompt notice of any such subpoena, order, or the like to the other party so that such party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

9.3 Destruction or Return of Confidential Information. Upon expiration or termination of this Agreement for any reason, each party shall promptly return to the other party, or destroy, as the parties agree, all copies of the other party's Confidential Information. All copies, notes or other derivative material relating to the Confidential Information shall be promptly retrieved or destroyed, as agreed, and no such material shall be retained or used by the receiving party in any form or for any reason.

10. NO WARRANTY; DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ENGRADE AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ALL, AND MAKE NO, WARRANTIES (WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE ARISING IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE), INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ENGRADE DOES NOT WARRANT THAT THE ENGRADE SOLUTION WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE ENGRADE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE.

11. LIMITATION OF LIABILITY.

11.1 Limitation on Direct Damages. IN NO EVENT SHALL ENGRADE'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES (IF ANY) PAID BY CUSTOMER TO ENGRADE HEREUNDER, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

11.2 Waiver of Consequential Damages. IN NO EVENT SHALL ENGRADE OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ENGRADE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.3 Essential Purpose. Customer acknowledges that the terms in this Section 11 are an essential bases of the bargain described in this Agreement and that, were Engrade to assume any further liability, Engrade would charge Customer fees for the rights granted to Customer hereunder.

12. GENERAL. Engrade may subcontract to third parties some or all of Engrade's obligations under this Agreement. Any notices of subcontracting shall be made to the Customer. Any notices to a party required under this Agreement shall be in writing and sent to the addresses specified in above or such other address as a party notifies the other party, and shall be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if

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Does not Convey Approval or Disapproval
Of the Substantive Nature of this Transaction.
Approval is Based Upon Typeset Document-
All Modifications Require Re-Approval.

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SOFTWARE AS A SERVICE (SAAS) AGREEMENT: Exhibit B - Consideration

As discussed in Exhibit A, a certified Purchase Order for the full amount of the contract, or $942,000, will be generated upon execution of this contract. This Purchase order will be sent via email or facsimile to Engrade as soon as is reasonably possible after it is generated by BCPS purchasing officers.

Payments against this Purchase Order will made according to the timeline below, corresponding with the implementation deliverables outlined in Exhibit A.

2013-2014 School Year Payment Invoice calendar

Date	Deliverable	Invoice Payment Due
11/22/2013	Execution of Contract, Contract Activation Date	$376,800
12/31/2013	STARS, Account Provisioning	$188,400
1/15/2014	Content and Assessment Data Integration	$188,400
6/15/2014	Launch, Training Workshops	$188,400
Total		$942,000

Year 2 – 5:

Certified Purchase Order will be generated and sent to Engrade by July 31 of each future year, for the entire year's license and service fees.

School Year 2014 – 2015: $750,000
School Year 2015 – 2016: $714,000
School Year 2016 – 2017: $714,000
School Year 2017 – 2018: $714,000

Invoice will be generated by Engrade and delivered (payable in full) to BCPS upon receipt of Purchase Order.

Payment terms: Unless otherwise expressly indicated in the Agreement, payment terms for all payments due Engrade are net 30 from the date of Engrade's invoice, and for amounts not timely paid, there is a 1.5% per month late fee that will be added to the past due amount.

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SOFTWARE AS A SERVICE (SAAS) AGREEMENT
Exhibit C – Customer Authorized Contacts

Only the employees of Customer listed below are authorized to engage in certain communications. These contacts may change with notice provided to Engrade via email.

BCPS Business / Administrative Contact:
Name: Lloyd Brown, Ex. Director, Technology
Phone: 410-887-7837
Email: lbrown17@bcps.org
BCPS Project Contact:
Name: Shari Laun, Manager, Project Management
Phone: 410-887-4266 ext. 267
Email: slaun@bcps.org
BCPS Project Technical Contact:
Name: David Goldsborough
Phone:410-887-4266 ext. 289
Email: dgoldsborough@bcps.org
BCPS Project SIS Technical Contact:
Name: Frank Curnoles, Manager, Student Data
Phone: 410-887-4266 ext. 250
Email: fcurnoles@bcps.org

enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reached $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

16.0 Political Contribution Disclosure

16.1 The Consultant shall comply with the provisions of the Election Law Article §§14-104 through 14-108 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate $100,000 or more, shall file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of $500 to a candidate for elective office in any primary or general election, as required by §14-104.

17.0 Retention of Records

17.1 The Consultant shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by BCPS hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of BCPS or designed, at all reasonable times.

18.0 Compliance with Specifications

18.1 The Consultant 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 described.

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

18.3 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Consultant shall call the attention of the applicable BCPS designee(s) to such conflict for a decision before proceeding with any work.

19.0 Liability for Loss of Data

19.1 In the event of loss of any data or record necessary for the performance of this Agreement where such loss is due to gross negligence of the Consultant, the Consultant shall be responsible, irrespective of the cost to the Consultant, for the re-creation of such lost data or records. BCPS, acting in its reasonable discretion, shall be the sole judge as to whether the lost records have been re-created accurately and completely.

20.0 Delays, Extensions of Time

20.1 The Consultant agrees to perform all work and provide all supplies or materials, in accordance with all the sections of this Agreement in a timely, continuous and diligent manner in order to comply with the time requirements set forth in this bid and/or the contract. The Consultant acknowledges and agrees that the only party that may grant a legally binding time extension or agree to a substitution of products, materials, equipment and/or supplies is BCPS. Any and all time extensions and/or changes/substitutions of products, materials, equipment and/or supplies must be requested in writing by the Consultant before the extension and/or change takes place and approved in writing by BCPS.

PAYCHEX INSURANCE AGENCY INC
PO BOX 33015
SAN ANTONIO TX 78265

Baltimore County Public Schools
Office of Purchasing
6901 N CHARLES ST BLDG E
TOWSON MD 21204

ACORD

CERTIFICATE OF LIABILITY INSURANCE

EAD R001

DATE (MM/DD/YYYY) 12/3/2013

THIS CERTIFICATEIS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

PAYCHEX INSURANCE AGENCY INC
210705 P: F:(888) 443-6112
PO BOX 33015
SAN ANTONIO TX 78265

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Sentinel Ins Co LTD	11000
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

ENGRADE INC
2800 28TH ST STE 306
SANTA MONICA CA 90405

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X General Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC	X		76 SBW PB0726	05/12/2013	05/12/2014	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE- EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (MAX Line Length is 79; Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Those usual to the Insured's Operations. Certificate Holder and the Board of Education of Baltimore County are Additional Insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

Baltimore County Public Schools
Office of Purchasing
6901 N CHARLES ST BLDG E
TOWSON, MD 21204

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jac Maillon

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/03/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Risk Management Department
Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York, NY 10038-3551	PHONE (A/C, No, Ext): (866) 443-8469 FAX (A/C, No): (800) 889-0021 E-MAIL ADDRESS: work.comp@trinet.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
TriNet HR Corporation and all its affiliates and subsidiaries* Engrade, Inc. (Endorsed as alternate employer) 9000 Town Center Parkway Bradenton, FL 34202	INSURER A: Commerce & Industry Ins Co	19410
	INSURER B: Illinois National Ins Co	23817
	INSURER C: Ins Co State of Penn	19429
	INSURER D: Natl Union Fire Ins Co	19445
	INSURER E: New Hampshire Ins Co	23841
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS-COMP/OP AGG	$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Each accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							
A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			039401238 (FL) 039401246 (MD)	07/01/2013 07/01/2013	07/01/2014 07/01/2014	X WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$2,000,000
							E.L. DISEASE-EA EMPLOYEE	$2,000,000
							E.L. DISEASE-POLICY LIMIT	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required): 96B0 / C10

* TriNet HR II, Inc. and TriNet HR V, Inc.

CERTIFICATE HOLDER

Baltimore County Public Schools Office of Purchasing
6901 Charles St, Building E
Towson, MD 21204

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/03/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Risk Management Department
Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York, NY 10038-3551	PHONE (A/C, No, Ext): (866) 443-8489 FAX (A/C, No): (800) 889-0021 E-MAIL ADDRESS: work.comp@trinet.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
TriNet HR Corporation and all its affiliates and subsidiaries* Labor Contractor for Engrade, Inc. 9000 Town Center Parkway Bradenton, FL 34202	INSURER A: Commerce & Industry Ins Co	19410
	INSURER B: Illinois National Ins Co	23817
	INSURER C: Ins Co State of Penn	19429
	INSURER D: Natl Union Fire Ins Co	19445
	INSURER E: New Hampshire Ins Co	23841
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
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	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
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	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Each accident)	$
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	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			039405293 (NJ)	07/01/2013	07/01/2014	X WC STATU-TORY LIMITS ☐ OTH-ER	
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N/A		039403318 (CA)	07/01/2013	07/01/2014		
D	(Mandatory in NH)			039407564 (WV)	07/01/2013	07/01/2014		
E	If yes, describe under			039406370 (NY)	07/01/2013	07/01/2014	E.L. EACH ACCIDENT	$2,000,000
E	DESCRIPTION OF OPERATIONS below			039409257 (PA)	11/05/2013	07/01/2014	E.L. DISEASE-EA EMPLOYEE	$2,000,000
E				039408612 (TX)	08/26/2013	07/01/2014	E.L. DISEASE-POLICY LIMIT	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required): 9680 / C10

* TriNet HR II, Inc. and TriNet HR V, Inc.

CERTIFICATE HOLDER

Baltimore County Public Schools Office of Purchasing
6901 Charles St, Building E
Towson, MD 21204

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

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sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement may not be assigned or transferred by Customer without Engrade's prior written consent. Any assignment in derogation of the foregoing is null and void. Engrade may freely assign or transfer this Agreement. This Agreement shall inure to the benefit of each party's successors and permitted assigns. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements and understandings between the parties relating to the subject matter hereof. The failure of Engrade to require performance by Customer of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by Engrade of a breach of any provision hereof be taken or held to be a waiver of the provision itself. Except as otherwise provided herein, this Agreement may be amended or superseded only by a written instrument signed by both parties. This Agreement shall be governed by the laws of the state of Maryland, excluding its conflict of laws rules. All lawsuits arising out of this Agreement must be filed in the appropriate state court located in Baltimore County, Maryland. Any provision of this Agreement held to be unenforceable shall not affect the enforceability of any other provisions of this Agreement. Neither party shall be in breach of this Agreement if its failure to perform any obligation under this Agreement is caused by events or conditions beyond that party's reasonable control, including, without limitation, acts of God, civil commotion, war, strikes, labor disputes, third party Internet service interruptions or slowdowns, vandalism or "hacker" attacks, acts of terrorism or governmental demands or requirements. Pre-printed terms and conditions on or attached to any Customer purchase order or other document shall be of no force or effect.

By signing below, you represent that you are authorized to sign on behalf of the applicable party.

CUSTOMER:

ENGRADE, INC.

Name: Zach Posner

Title: CEO

Signature:

BOARD OF EDUCATION OF BALTIMORE COUNTY

S. Dallas Dance, Ph.D.
Superintendent
Baltimore County Public Schools

Lawrence E. Schmidt
President
Board of Education of Baltimore County

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by a Duly Authorized
Superintendent and President of the Board
of Education of Baltimore County)

OFFICE OF LAW
*Approval of Legal Form and Sufficiency

SOFTWARE AS A SERVICE (SAAS) AGREEMENT: Exhibit A

Activation Date: January 1st, 2014

Services:

Engrade Platform:

Engrade will provide the modules as described in the RFP response documents, subsequent presentation documents, and the detailed Question and Answer Response document submitted with the Best and Final Offer on August 27, 2013, all of which are attached in Exhibit D.

Year One (School Year 2013 – 2014) Implementation and Payment Timeline:

Engrade will provide project management, direct training, and train the trainer services with a phased approach to each module in coordination with the district needs.

- Phase 1 - Execution of Contract: (Target Date November 22, 2013)
  - Purchase Order cut for Y1 BAFO License and Service Fees of $942,000
    - Instructional Management System, Learning Management System, Web Portal System, and Content Curriculum Management System (Engrade: Teach): $428,000
    - Assessment Administration System and Response to Intervention System (Engrade: Assessment): $107,000
    - Professional Development Learning Management System (Engrade: PD): $0
    - Grade book system (Engrade: Core Book): $107,000
    - Infinite Campus Integration, Support, and Maintenance: INCLUDED
    - Implementation/Professional Services: $150,000
    - Dedicated FTE Developer- customizations: $150,000
  - Engrade invoices 40% of first year fees: $376,800
- Phase 2 – Integrate Legacy Student Information System (targeted date of December 31th, 2013)
  - Agree upon FTE Project Manager
  - Integrate current BCPS rosters via Engrade standard ingestion format, delivered routinely to Engrade SFTP by BCPS.
  - Provision BCPS teacher and administrator accounts.
  - Engrade invoices 20% of first year fees: $188,400
- Phase 3 – Content and Assessment partner integrations (targeted date of January 15, 2013)
  - Import Existing BCPS Curriculum and Assessment Assets:
    - Discovery Education
    - McGraw Hill
    - Safari Montage
    - Advance Path
    - NWEA
  - Integrate curriculum providers into Engrade:Teach
  - Integrate assessment provider data into Engrade:Improve
  - Engrade invoices 20% of first year fees: $188,400
- Phase 4: Launch (targeted date of June 15th, 2014)
  - Launch with selected pioneer schools
  - Training for BCPS administration, BCPS leadership
  - Training for pioneer school faculty and staff (between May 31 and June 15, 2014)
  - Engrade invoices remaining 20% of first year fees: $188,400

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