Contract MWE-813-14 between BCPS and Middlebury Interactive Languages

Appendix contents:

Request for Proposal

Executed Contract
SOLICITATION NUMBER: MWE-813-14

BID ISSUED DATE: September 12, 2013

PRE-BID: A PRE-BID meeting is scheduled for September 26, 2013, 9:00 A.M., at Office of Purchasing, 6901 N. Charles Street, Building E, Towson, MD 21204.

DUE DATE: October 17, 2013

DUE TIME: 9:00 A.M. (Eastern Time Zone)

RETURN TO: BALTIMORE COUNTY PUBLIC SCHOOLS OFFICE OF PURCHASING MWE-813-14 Attn: Melanie Webster 6901 N. Charles Street, Building E Towson, MD 21204

PUBLIC OPENING: Same date, (10 minutes after due time) Conference Room 6901 N. Charles Street, Building E Towson, MD 21204

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

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

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

Melanie L. Webster CPPB email: mwebster@bcps.org
FAX: (410) 887-7831 Phone: (410) 887-4334

Creating a Culture of Deliberate Excellence
An Affirmative Action Employer
INVITATION FOR BIDS:

The Board of Education of Baltimore County invites Companies to submit proposals on the RFP: Web-Based Elementary World Language Program for Baltimore County Public Schools, Solicitation Number MWE-813-14. Procurement questions can be emailed to Melanie L. Webster at mwebster@bcps.org. You must identify the bid number, within your email message. Verbal questions will not be taken.

Suppliers proposing to bid may secure a set of solicitation documents after 2:00 P.M. (EST), on or after September 12, 2013. Solicitation documents can be obtained electronically by emailing request to: mwebster@bcps.org. Email requests MUST include bidders’ corporate address, phone number, fax number, and representatives contact name. Additionally, hard copy contract documents are available for pickup at the Office of Purchasing, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204. There is no cost for the solicitation.

A pre-bid meeting is scheduled for September 26, 2013, 9:00 A.M., in the Purchasing Conference Room at Baltimore County Public Schools, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.

Sealed bids will be received until October 17, 2013, no later than 9:00 A.M., in the Office of Purchasing at Baltimore County Public Schools Office of Purchasing, located at 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204. A public bid opening will be held approximately 10 minutes after the due date and time for this solicitation.

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

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

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

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

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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, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.

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, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.

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

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

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

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

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

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

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

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

4. **COMPLIANCE WITH SPECIFICATIONS**

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

b. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

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

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

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

5. **DEVIATIONS TO SPECIFICATIONS**

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

6. **BID PRICES**

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

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

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

d. All prices bid shall include all delivery charges.

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

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

1. BCPS Tax Exempt Number is 30001110.

7. SAMPLES, CATALOGS AND CATALOG CUTS

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

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

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

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

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

8. BIDDING PROCEDURE AND BID AWARDS

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

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

c. BCPS will not accept any proposals with bidder escalator clauses, unbalanced figures or irregular features.
d. While these specifications are intended to describe the principal features of the items bid, bidders are notified that the proposed items will be evaluated for compliance with detailed specifications, and also for other factors such as serviceability, functional suitability, workmanship, safety in use and overall product quality where acceptability may be determined on the basis of professional judgment and educational application. All bids shall be evaluated on all factors involved, i.e., quality and service.

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

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

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

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

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

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

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

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

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

   c. BCPS reserves the right to annul any contract, if in its opinion there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon BCPS, materials, products and/or workmanship inferior to that required by the vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of BCPS to damages for the breach of any covenant of the contract by the Award Bidder(s).

   d. Should the Award Bidder(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond their control, including but not limited to Act of GOD, war, flood, governmental restrictions or the inability to obtain transportation, BCPS reserves the right to purchase the required articles in the open market, or to complete the required work at the expense of the Award Bidder(s).

   e. Should the Award Bidder be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond their control, including but not limited to Act of GOD, war, flood, governmental action or the inability to obtain transportation, BCPS reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.

10. **APPEAL PROCESS**

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

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

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

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

c. Appeal of Termination for Non- Appropriation of Funds or 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
6901 Charles Street, Building "E"
Towson, Maryland 21204

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

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

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

15. LAWS, REGULATIONS AND PERMITS

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

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

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

16. INSURANCE

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

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

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

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

d. All required insurance coverage must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of 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-Affropriation of Funds: BCPS may terminate this contract, in whole or in part due to insufficient funding with written notice to the vendor. BCPS shall pay for all of the purchases, if any, incurred up to the date of the termination notice.

   b. Termination for Default: When the vendor has not performed or has unsatisfactorily performed the contract payment shall be withheld at the discretion of BCPS. Failure on the part of a vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the vendor is not entitled to any costs incurred by vendor up to the date of termination.

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

   d. Each participating jurisdiction and/or local education agency (LEA)/public school district has the right to withdraw from the terms of the contract, without showing cause, 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.
26. **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 8353) 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 principal signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. BCPS does not assume any responsibility other than to obtain pricing for the specifications provided.
28. INCLEMENT WEATHER

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

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

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

29. ILLEGAL IMMIGRANT LABOR

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

30. FOREIGN LANGUAGE TRANSLATOR REQUIREMENT

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

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

31. EMPLOYMENT OF CHILD SEX OFFENDERS

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

32. **FORCE MAJEURE**

Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. BCPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay.

BCPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against BCPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure as defined herein.

33. **ASSIGNMENT**

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

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

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

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

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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 solicitation and the specifications that follow are being offered to qualify and select contractor(s) to furnish a web-based elementary world language program (for approximately 115 schools) for Baltimore County Public Schools (BCPS). BCPS is seeking a web-based elementary level world language program. The program must meet reflect the national foreign language standards: provide students with some fluency in the language; help children learn about different cultures and provide the student with an enlarged vision of the world. Bidders must fully respond to each item. BCPS must be able to make a decision regarding the program without requesting additional information. No programs may rely on proprietary software. The program must be accessible from any computer. The Award Bidder(s) shall provide for services in accordance with industry standards and/or manufacturer recommendations. The requirements outlined herein are intended as an aid to acquaint Bidders with what could be required to execute the work on this contract. These specifications will serve as the source document for services for the term of the contract.

.1 The program shall be usable in elementary schools to support world language awareness and to begin building proficiency in a second language.

.2 Program Details:

- Describe how lessons are constructed. BCPS will give preference to a non-translation, non-grammar based program that focuses on the interpersonal mode of communication.

- Describe any audio and/or visual enhancements which strengthen skills.

- Describe any immediate feedback provided to the student and feedback to school administrators and parents.

- Describe how and by whom student progress can be monitored.

- Describe how the program is aligned to the National Standards for Foreign Language Learning.

- Availability of the program – What hours and days is the program available on-line? Does the program have any “off” days?

- Which languages does the program cover? BCPS is interested in Spanish, French, Chinese, and English (for the English Learners)
- Describe the opportunities for students to participate in listening, speaking, reading, and writing experiences. BCPS will give preference to a program that includes an approach to increased accuracy and self-correction as students progress to more advanced levels.

- Describe the method for importing student users. Discuss the procedures and practices in place to protect student privacy. Describe transition of students from one school year to the next. Describe the transition to an established middle school world language sequence. Describe the process of eliminating student information upon graduation from the program.

- Describe the ability of the program to differentiate for learning styles and preferences.

- Describe how students can review and replay lessons at later dates and times.

- Describe length of time sessions are kept for review and format available. Sessions must be recorded and be reproducible for BCPS review.

- Describe filtering system to alert to any inappropriate content during a lesson.

- Describe the technology requirements of the program.

- Describe the minimum time requirements per school day.

- Describe how the program could be used with blended learning.

- BCPS will give preference to programs that allow classroom teachers to have accounts within a building and parents to have accounts (especially accounts linked to their student(s)'s account) outside of the building.

- Preference will be given to a system that is compliant with Active Directory or preferably able to integrate with Active Directory Federation Services (ADFS).

- Describe the Disaster Recovery plan to avert downtime of the program.

- Bidders shall discuss an enterprise-wide fee structure. This fee structure must be submitted in a separate seal envelope.

- Bidders shall include directions for trial subscriptions to be used by curriculum and technology reviewers. A minimum of five trial subscriptions with complete user instructions must be provided.
Professional Development:

Describe implementation training available to schools. BCPS will give preference to a train the trainer model.

Describe any on-going training available.

Reporting:

Describe the evaluation tools in place.

Describe data reports available to BCPS. What reports are generated automatically?

Describe data reports available to BCPS on a monthly basis including users by school, by student, any identifiable subgroup of use of the system, demographics of users, subjects, with analysis of data for curriculum implications as requested by BCPS.

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 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.

1.12 Presentations of the world language program may be required as part of the evaluation process.

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 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, 6901 N. Charles Street, Building E, Towson, MD 21204.

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

Baltimore County Public Schools
Patricia Onthelser, Purchasing/Contracting Assistant
6901 N. Charles Street, Building E
Towson, MD 21204

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

.3 The Certificates of Insurance cancellation notice shall read:

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

NOTE: ALL other wording shall be deleted.

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.

Creating a Culture of Deliberate Excellence
An Affirmative Action Employer
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
- Asians
- Hispanics
- American Indians
- Women
- Physically or Mentally Disabled Individuals

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

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

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

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

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 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
MWE-813-14 Attn: Melanie Webster
6901 N. Charles Street, Building E
Towson, MD 21204

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

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An Affirmative Action Employer
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: Cover Page.

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

7.2.6 Section 00400-4: "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.

7.2.7 Section 00400-5: "Proposal Sheet". Complete, sign and return with bid.

7.2.8 Section 00400-6: "State of Maryland Anti-Bribery Affidavit" & "State of Maryland Tax Certification" (on same page). Complete, sign and return with bid.

7.2.9 Section 00400-7: "Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion". Complete, sign and return with bid.

7.2.10 Section 00400-8: "Board of Directors Diversity Affidavit". Complete, sign and return with bid.

7.2.11 Section 00400-9: "Small Business Enterprise Affidavit". Complete, sign and return with bid.

7.2.12 Section 00400-14: "No Bid Page". This page should only be returned if not participating in the bid.

7.2.17 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. Included in this envelope shall be:

.1 Section 00400-10: "Small and Minority Business Enterprise Utilization Affidavit". Complete, sign, notarize and return with bid.

.2 Section 00400-11: "SBE/MBE Statement of Intent". Complete, sign and return with bid.

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.3 Section 00400-12: "SBE/MBE Request For Waiver". Complete, sign, notarize and return with bid.

.4 Section 00400-13: "SBE/MBE Minority Subcontractor Unavailability Certificate". Complete, sign and return with bid.

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

8.1.2 Click the link: "Visit our Vendor Self Service Center"

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

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

8.1.5 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 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204. The VSS is accessible to all interested bidders at this location. Assistance is also available for making the proper connections.

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

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: visit website: http://www.bcps.org/offices/purchasing/ 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 Melanie Webster at e-mail: mwebster@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 BCPS may consider the use of a pilot during the remainder of the 2013 – 2014 school year as part of the evaluation process. After that time, the pilot(s) will be evaluated and a decision will be made to expand into all elementary schools.
12.2 The initial evaluation process may include presentations of the programs. These will be scheduled by the Office of Purchasing during the later part of October 2013, if necessary.

12.3 Method of award will be to the responsive and responsible bidder(s), receiving the most favorable evaluation by BCPS.

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

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

12.5 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 June 30, 2024.

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 five 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 PART II: SPECIFICATIONS--GENERAL REQUIREMENTS

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SECTION 00400 "FORM OF PROPOSAL"

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

- Cover Page 00400-1
- Price Proposal - Instructions 00400-2
- References 00400-3
- Addenda 00400-4
- Proposal Sheet 00400-5
- State of Maryland Anti-Bribery Affidavit & Tax Certification 00400-6
- Certification Regarding U.S. Government Debarment 00400-7
- Board of Directors - Diversity Affidavit 00400-8
- Small Business Enterprise Affidavit 00400-9
- Small and Minority Business Enterprise Utilization Affidavit 00400-10
- SBE/MBE Statement of Intent 00400-11
- SBE/MBE Request For Waiver 00400-12
- SBE/MBE Minority Subcontractor Unavailability Certificate 00400-13
- *No Bid Page 00400-14
SECTION 00400 - FORM OF PROPOSAL

DATE: __________________________

SOLICITATION TITLE: REQUEST FOR PROPOSAL: WEB-BASED ELEMENTARY WORLD LANGUAGE PROGRAM

BCPS BID NUMBER: MWE-813-14

BID SUBMITTED BY: __________________________  (Company Name)

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

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

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

(Signature of Bidder)  (Date)

FORM OF PROPOSAL  00400-1
PRICE PROPOSAL - INSTRUCTIONS:

Companies shall submit pricing in a format which corresponds to their proposal. All pricing information should be submitted in a separate sealed envelope.

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

(Signature of Bidder)  
(Date)

FORM OF PROPOSAL  
00400-2
REFERENCES

List at least 3 references (preferably school systems) -- one may be with BCPS, customers of your organization over the last eighteen (18) months. References—should include items of similar scope and size for which your firm has provided service. Make additional copies of this page if necessary.

Reference #1

Customer/Client Name

Description of Product or Services Provided to Customer/Client

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

Reference #2

Customer/Client Name

Description of Product or Services Provided to Customer/Client

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

Reference #3

Customer/Client Name

Description of Product or Services Provided to Customer/Client

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

(Signature of Bidder) (Date)

FORM OF PROPOSAL 00400-3
ADDENDA

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

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

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

________________________________________
Signature

________________________________________
Title

________________________________________
Supplier Name

FORM OF PROPOSAL 00400-4
PROPOSAL SHEET

I/We certify that to the best of my/her 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

<table>
<thead>
<tr>
<th>Is your company a certified Minority Business Enterprise with the State of Maryland?</th>
<th>Yes</th>
<th>No</th>
<th>MDOT #</th>
</tr>
</thead>
</table>

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

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

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

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

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

COMPANY: ______________________________ FEDERAL ID#: ______________________________
ADDRESS: ________________________________________________________________
________________________________________________________________________
____________________________________
SIGNATURE: ________________________________________________________________

TYPED NAME/TITLE: __________________________________________________________

TELEPHONE: __________________ FAX __________________ DATE __________________

E-MAIL: ______________________________

RETURN BID TO: Office of Purchasing
6501 Charles Street, Building "E", 1st Floor
Towson, Maryland 21204
Include Solicitation Number

FORM OF PROPOSAL

00400-5
STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that

1. I am the ___________________________ and the duly authorized representative of the firm
   of __________________________________ who 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 contendere 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, 1987, 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 18-202, 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 18-203, 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.

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

   __________________________________________________________________________________________

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

   ___________________________  ___________________________  ________________
   Witness                         Signature                         Date

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

FORM OF PROPOSAL 00400-6
CERTIFICATION REGARDING U.S. GOVERNMENT DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

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

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

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

__________________________
Name and Title of Authorized Agency/Organization Representative

__________________________
Signature Date

__________________________
Agency/Organization

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

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

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

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<tr>
<th>Name of Individual</th>
<th>Title</th>
<th>Diversity (See Legend)</th>
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</table>

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

FORM OF PROPOSAL 00400-8
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

1Board of Education of Baltimore County Policy No. 3200; Board of Education of Baltimore County Superintendent's Rule No. 3200 (Policy Adopted 9/10/96).
SMALL AND MINORITY BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT

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

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

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

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

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

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

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

__________________________  ________________________
Company Name                                          Signature

__________________________  __________________________
Address                                           Printed Name

Sworn and subscribed before me this __________ day of ____________, in the year __________.

__________________________
Notary Public

FORM OF PROPOSAL 00400-10
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 "X" SBE or MBE status:

_____ MBE

_____ SBE

SBE/MBE Phone Number: __________________________ Fax Number: __________________________

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

2. Subcontract Amount: $ __________________________

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

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

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

(Signature of Subcontractor) (Date)

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

(Signature of Bidder) (Date)
Baltimore County Public Schools
Small Business and Certified Minority Business Enterprise Request for Waiver

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

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

(Company Name)

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

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

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

_____________________________  ____________________________
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

Form of Proposal  00400-12
##BALTIMORE COUNTY PUBLIC SCHOOLS

###SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE SUBCONTRACTOR UNAVAILABILITY CERTIFICATE

<table>
<thead>
<tr>
<th>Section I</th>
<th>It is hereby certified that the firm of [Name of SBE/MBE firm] was offered an opportunity to bid on the [Complete Mailing Address] school project in Baltimore County by [Name of School].</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Section II</th>
<th>The [Name of SBE/MBE Firm] is either unavailable for the work/service, is unable to prepare a bid for this project or did not respond to a request for a price proposal for the following reason(s):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Certifying Agency &amp; Number)</td>
</tr>
<tr>
<td></td>
<td>(Telephone Number)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section III</th>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Signature)</td>
</tr>
<tr>
<td></td>
<td>(Title and Date)</td>
</tr>
</tbody>
</table>
NO BID SHEET  (use only when not participating in bid)

PLEASE CHECK THE APPROPRIATE ITEM/S

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


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

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


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

_____ 4. Please COMPLETE the following:

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

Please indicate which group qualifies the business as a Minority Business Enterprise.
African American  Asian  Women  Hispanic  American Indian  Physically or Mentally disabled Individual

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

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

COMPANY

AUTHORIZED SIGNATURE

TYPED NAME/TITLE

ADDRESS

CITY/STATE/ZIP

PHONE

FAX

Return to:  Baltimore County Public Schools
Purchasing Agent
6801 Charles Street, Building "E", 1st Floor
Towson, Maryland 21204

FORM OF PROPOSAL  00400-14
ADDENDUM NUMBER 1

DATE: October 3, 2013
BID NAME: Request for Proposal: Web-Based Elementary World Language Program
BID NUMBER: MWE-813-14
DUE DATE: No Change
DUE TIME: No Change
PUBLIC OPENING: No Change
TOTAL PAGES: 1

The following revisions and responses to questions are made to the original bid document. This addendum forms a part of the Contract Documents and modifies the Original Bidding Documents accordingly and as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid "Addenda" form.

GENERAL

The following are comments made or questions raised during the prebid:

1. Is BCPS willing to consider blended as opposed to solely web-based?

   BCPS will review proposals for either type of instruction. Our preference at this time is solely web-based.

2. Ideally all assessments will be web-based.

3. The superintendent's Theory of Action, as stated in the BCPS Blueprint 2.0, is to support students in becoming proficient in a second language. To this end, BCPS believes at this point in time, that students who begin language instruction in elementary school, regardless of the language, have the potential of performing at the "intermediate high" or "advanced low" levels according to the ACTFL Performance Descriptors for Language Learners. The elementary program that BCPS chooses needs initially to rely heavily on listening and speaking with visual support, and as students progress, introduce reading and writing as appropriate.

4. We discussed a potential time frame for presentations of October 24th or 25th. This has been modified and will now potentially occur the following week on Thursday or Friday. This will be confirmed in writing with the selected firms.

Melanie L. Webster, Purchasing Agent
BCPS - Office of Purchasing

cc: Bid file

Creating a Culture of Deliberate Excellence
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Melanie L. Webster, Purchasing Agent
BCPS - Office of Purchasing

cc: Bid file

Creating a Culture of Deliberate Excellence
Stavrou, Georgia

From: Webster, Melanie
Sent: Thursday, October 03, 2013 5:10 PM
To: Webster, Melanie
Cc: Schiffer, Brian A.; Opfer, Judith N.; Stavrou, Georgia
Subject: MWE-813-14 BCPS RFP Elementary World Language Program Addenda 1
Attachments: MWE-813-14 Addendum 1.pdf

Please see attached addenda.

Melanie L. Webster CPPB, Purchasing Agent
Baltimore County Public Schools
Office of Purchasing
6901 Charles Street, Building E
Towson, MD 21204
(410) 887-4334
(410) 887-7831 fax
May 29, 2014

Mr. Tom Cecere, Chief Operating Officer
Middlebury Interactive Languages, L.L.C
23 Pond Lane
Middlebury, VT 05753

Re: Contract #MWE-813-14 – Web-Based Elementary World Language Program

Dear Mr. Cecere:

Enclosed for your records is an executed copy of the above referenced contract.

Thank you for working with Baltimore County Public Schools. If you have any questions, please call me at 410-887-4334, fax 410-887-7831, or e-mail ponheiser@bcps.org.

Sincerely,

Patricia Onheiser, Contracting Assistant
BCPS Office of Purchasing
6901 Charles Street, Building E
Towson, MD 21204

Enclosure

c: Brian Schiffer, Director, Social Sciences, Fine Arts, and World Languages
   Bid file
   Contract file

Creating a Culture of Deliberate Excellence
BOARD OF EDUCATION OF BALTIMORE COUNTY  
Towson, Maryland 21204

AGREEMENT (Contract # MWE-813-14)

Web-Based Elementary World Language Program

This Agreement is made and entered into this 26th day of March 2014 (the "Agreement") by and between the Board of Education of Baltimore County, Maryland (hereinafter the "Board" or BCPS) and Middlebury Interactive Languages, LLC, 23 Pond Lane, Middlebury, VT 05753 (hereinafter the "Vendor"), which is authorized, to do business in the State of Maryland. In consideration of the mutual premises contained herein, the parties agree as follows:

1.0 Incorporation of Bid Documents

1.1 The terms and conditions set forth in the solicitation for the Request for Proposal: Web-Based Elementary World Language Program, Bid # MWE-813-14 which was issued on September 12, 2013 and opened on October 17, 2013, including any Addenda thereto, the proposal/bid of the Vendor, additional information provided on March 5, 2014, and any Purchase Order(s) subsequently issued (collectively, the "Solicitation/Bid Documents") are incorporated in this agreement.

1.2 The work to be done under this contract is typical for the Purchase and Delivery of a web-based elementary level world language program and will include all aspects of work.

2.0 Order of Precedence

In the event of conflict between this Agreement and the Bid Documents, the terms of this Agreement shall govern. If the conflict cannot be resolved by reference to the substantive terms of this Agreement, the parties intend that the following order of precedence shall apply in interpreting their Agreement:

2.1 This Agreement;

2.2 The BCPS Solicitation for Bid; then

2.3 Any BCPS Purchase Order.

3.0 Responsibilities of the Vendor

For the purposes of this contract the Award Vendor shall:

3.1 Provide all commodities and/or materials per the requirements as set forth in the "Solicitation/Bid Documents".

3.2 Deliver all products per the requirements as set forth in the "Solicitation/Bid Documents".

3.3 Provide for the purchase and delivery of all parts and materials ordered to the identified locations as required.

3.4 The Award Vendor will honor all pricing as proposed in the bid of October 16, 2013.

3.5 Provide a minimum of 14% of the contract value from Small and/or Minority Business Enterprise Participation when possible.

3.6 Honor the solicitation specifications for all services, terms and conditions.
4.0 Compensation

In consideration of the products and/or services to be provided by the Vendor, BCPS shall pay the Vendor in accordance with the pricing set forth within the Vendor's "Pricing Proposal" response. Vendor shall receive compensation only for products and/or services officially ordered, received and accepted by BCPS.

5.0 Term of Contract

The duration of this Agreement will be from time of contract execution to June 30, 2024 and all terms and conditions shall remain in effect. BCPS reserves the right to extend the terms of this contract for one additional five year period.

6.0 Insurance

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

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

Prior to the commencement of any work, the award vendor may be required to submit a certificate of insurance evidencing Worker's Compensation and Employer Liability Insurance in the amounts required above. This certificate shall indicate the amounts of insurance carried by the award vendor of the following types: Comprehensive General Liability Insurance, Comprehensive Automobile Insurance, Excess Liability Insurance, and any other insurance coverage maintained by the award vendor. The 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.

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

7.0 Termination

Termination for Non-Appropriation of Funds: BCPS may terminate this contract, in whole or in part due to insufficient funding with written notice to award Vendor. BCPS shall pay for all of the purchases, if any, incurred up to the date of the termination notice.

Termination for Default: When award Vendor has not performed or has unsatisfactorily performed the contract payment shall be withheld at the discretion of BCPS. Failure on the part of award Vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and award Vendor is not entitled to any costs incurred by it up to the date of termination.

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

8.0 Notices

Any notices required to be given under this Agreement shall be given, in writing, to the attention of the person identified below. Notice will be deemed to have been given when: it has been hand delivered and placed in the hands of the Vendor, or it has been placed in the U.S. Mail (postage prepaid, certified and return receipt requested), or it is delivered by overnight carrier.

Vendor
Tom Cecere, Chief Operating Officer
Middlebury Interactive Languages, LLC
23 Pond Lane
Middlebury, VT 05753
Phone: 802-458-8248

BCPS
Manager of Purchasing
Baltimore County Public Schools
6901 Charles Street, Building E
Towson, MD 21204
Phone: 410-887-4334

9.0 Indemnification

Award Vendor will, at its sole cost and expense, indemnify and hold BCPS and the Board of Education of Baltimore County, its agents, employees, attorneys and representatives harmless from all claims, liens or demands that result in losses, liabilities, defense costs and expenses (including, but not limited to attorneys’ fees and costs of litigation) arising out of the terms, conditions and performance under the contract.

10.0 Waiver of Jury Trial

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

11.0 Governing Law and Venue

This agreement is subject to and will be construed and interpreted under the laws of the State of Maryland. All lawsuits arising out of this Agreement must be filed in the appropriate State Court located in Baltimore County, Maryland.

12.0 Representation Regarding Review of Contract

The Vendor hereby warrants and represents that it has read and understood the terms and conditions of this Agreement and the incorporated Bid Documents, including but not limited to those terms and conditions governing termination, indemnification, insurance, governing law, and venue.
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

Accepted by:

MIDDLEBURY INTERACTIVE LANGUAGES, LLC:

[Signature]
Owner/Partner/Corporate Officer

[Typed/Printed Name and Title]

[Date]

Accepted by:

BOARD OF EDUCATION OF BALTIMORE COUNTY

[Reviewed for Legal Form and Sufficiency*]

[Reviewed for 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.]

[Reviewed for Legal Form and Sufficiency*]

[Subject to Execution by the duly authorized Superintendent and President of the Board of Education of Baltimore County.]
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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
MARSH USA INC.
SUITE 400
1200 23RD STREET, N.W.
WASHINGTON, DC 20037
30451-P & P-GAWX-13-14

CONTACT
PHONE
REX., Ext.
FAX
NAME:
ADDRESS:
INSURER(S) AFFORDING COVERAGE
NAI #
INSURER A:
United Educated Insurance Company
INSURER B:
Federal Insurance Company
INSURER C:
Pacific Indemnity Insurance Company
INSURER D:
Executive Risk Indemnity inc

INSURED:
Middlebury Interactive Languages
c/o X12 inc.
2200 Corporate Park Dr #200
Huntonton, VA 20171

COVERAGES
CERTIFICATE NUMBER:
CLE-0640/10918-02
REVISION NUMBER:

COVERAGE

CURRENT LIMITS

INDEMNITY

LIMITS

A.

GENERAL LIABILITY

COMMERCIAL GENERAL LIABILITY

CLAIMS-MADE

PER OCCURRENCE

$1,000,000

MEDICAL EXPENSE

PER OCCURRENCE

$5,000

PERSONAL AND ADJURY

$0

PRODUCTS LIABILITY

$0

B.

AUTOMOBILE LIABILITY

ANY AUTO

$1,000,000

MEDICAL EXPENSE

PER OCCURRENCE

$5,000

PERSONAL ADJURY

$0

PROPERTY DAMAGE

$0

C.

WORKERS' COMPENSATION

AND EMPLOYERS' LIABILITY

ANY PROFESSIONAL LIABILITY

$1,000,000

MEDICAL EXPENSE

PER OCCURRENCE

$5,000

PERSONAL ADJURY

$0

PROPERTY DAMAGE

$0

D.

PROPERTY

$1,000,000

PERSONAL ADJURY

$0

PROPERTY DAMAGE

$0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES
Board of Education of Baltimore County (BMWE-813-14) located in Baltimore, Maryland, as an additional insured as required by written contract with respect to General and Auto Liability.

CERTIFICATE HOLDER
Baltimore County Public Schools

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
of Marsh USA Inc.

Monash Mudashegwa

© 1988-2016 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD.
| AGENCY | MARSH USA INC. | NAMED INSURED | Middlebury Interactive Languages  
c/o K12 Inc.  
2300 Corporate Park Drive #200  
Henderson, VA 20171 |
<table>
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<tr>
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</thead>
<tbody>
<tr>
<td>POLICY NUMBER</td>
<td>384541</td>
<td>NA/NO CODE</td>
<td>EFFECTIVE DATE:</td>
</tr>
</tbody>
</table>

**ADDITIONAL REMARKS**

**ADDITIONAL REMARKS SCHEDULE**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25  
**FORM TITLE:** Certificate of Liability Insurance

REGARDING PROPERTY COVERAGE: OTHER DEDUCTIBLES MAY APPLY AS PER POLICY TERMS AND CONDITIONS.