

STANDARD CONTRACT
CITY OF BOSTON/COUNTY OF SUFFOLK

(FORM CM 10 and 11) **PO**

CONTRACT NO. 33210

DEPARTMENT - INVOICE MAILING ADDRESS

Boston School Department
Office Of The Business Manager 5TH Floor
26 Court Street
Boston, MA 02108

SERVICE LOCATION ADDRESS

Boston Public Schools
Office of Instructional and Informational Technology
26 Court Street, 2nd Floor
Boston, MA 02108

CITY OF BOSTON
BUDGET DIVISION
11 JUN -7 PM 3:38

X2 Development Corporation
division of Follett Software Company
350 Lincoln Street, Suite 1103
Hingham, MA 02043

PLEASE
INCLUDE
ZIP
CODE

BY	Account	Fund	Org	Program	Sub-CI	Project/Grant	Amount
1997	50000	300	101000	1033	10628	cps23409	\$3,324,098

FIN or SSN 141853680

Vendor ID 64419

DESCRIPTION OF SERVICES FOR WHICH CITY/COUNTY AGREES TO PAY IF RENDERED IN ACCORDANCE WITH THE CONTRACT
DOCUMENTS ATTACHED AND/OR INCORPORATED BY REFERENCE (continue on separate 8 1/2" x 11" sheet(s) if necessary)

Provide a Student Information System to the Boston Public Schools
RFP OPEN DATE: Friday, October 29, 2010
RFP# 711

TERM

(M/D/Y)

June 9, 2011

thru

June 8, 2013

TOTAL
AMOUNT
NOT TO
EXCEED

\$ 4,000,000.00

RECEIVED
AUDITING DEPT.

JUN 4 4:12 PM '11

INSERT BASIS OF COMPENSATION: \$ PER HOUR / \$ PER DIEM

AUDITOR

CONTRACTOR

AWARDING AUTHORITY/OFFICIAL

APPROVED AS TO AVAILABILITY OF APPROPRIATION OR PURSUANT TO ARTICLE 12.2 OF THE GENERAL CONDITIONS

AGREES TO PROVIDE THE SERVICES AS INDICATED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS. (IF CORPORATION, ATTACH AUTHORITY TO SIGN.)

ATTACH APPROVED LETTER OF AWARD AND OTHER REQUIRED DOCUMENTS.

IN THE AMOUNT OF

\$ 0

Thomas J. Schenk
SIGNATURE

Carol Johnson
SIGNATURE

[Signature]
SIGNATURE

President

6/10/11
DATE

6/7/11
DATE

October 29, 2010
DATE

ATTACHMENTS: (✓ CHECK ALL APPLICABLE DOCUMENTS ATTACHED)

- | | | |
|---|--|---|
| <input type="checkbox"/> AWARD LETTER | <input type="checkbox"/> REGISTER OF PROPOSALS | <input type="checkbox"/> PERFORMANCE BOND |
| <input type="checkbox"/> ADVERTISEMENT | <input type="checkbox"/> BID RESPONSE FORM | <input type="checkbox"/> CERTIFICATE OF AUTHORITY |
| <input type="checkbox"/> DETERMINATION TO USE RFP | <input type="checkbox"/> PROPOSAL/APPLICATION | <input type="checkbox"/> NO-RISK CERTIFICATE |
| <input type="checkbox"/> JUSTIFICATION FOR REQ. CONTRACTS | <input type="checkbox"/> CONTRACTOR CERTIFICATION | <input type="checkbox"/> INSURANCE CERTIFICATE(S) |
| <input type="checkbox"/> LIVING WAGE FORMS | <input type="checkbox"/> PURCHASE DESCRIPTION/
SPECIFICATIONS | <input type="checkbox"/> REQUIREMENTS CONTRACTS
GENERAL CONDITIONS |
| <input type="checkbox"/> BID OPENING CERTIFICATE | <input type="checkbox"/> EVALUATION CRITERIA (RFP'S) | <input type="checkbox"/> SPECIAL AGREEMENT(S) |

Approved as to form by Corporation Counsel May, 1999

No payment will be made until the original copy of the executed contract is filed with the Auditing Department

CITY OF BOSTON/COUNTY OF SUFFOLK
STANDARD CONTRACT GENERAL CONDITIONS

FORM CM 11

ARTICLE 1 - DEFINITION OF TERMS:

- 1.1 The following terms or pronouns used in their stead wherever they appear in these Contract documents shall be construed as follows:
- 1.1.1 "City" shall mean the City of Boston or the County of Suffolk.
- 1.1.2 "Contract" and "Contract Documents" shall include, as applicable, all Advertisements, Invitations for Bids, Requests for Proposals, Proposals, Applications, Purchase Description/Specifications, Evaluation Criteria, Performance Bonds, General Conditions/Special Agreements/Requirements Contract General Provisions, letter to the Mayor of Boston concerning the award of the Contract, and all amendments thereto, which documents are incorporated herein by reference.
- 1.1.3 "Contractor" shall mean the individual, partnership, corporation or other entity to whom this Contract is awarded.
- 1.1.4 "Official" shall mean the awarding authority/officer acting on behalf of the City in the execution of the Contract.

ARTICLE 2 - PERFORMANCE:

- 2.1 The Contractor shall conform to all determinations and directions, in accordance with provisions of this Contract, of the Official concerning all questions which may arise relating to the performance of services under this Contract.
- 2.2 The Contractor shall, upon written request of the Official, remove from City premises and replace all individuals in the Contractor's employ whom the Official determines to be disorderly, careless or incompetent or to be employed in violation of the terms of this Contract.
- 2.3 All work papers, reports, questionnaires and other written materials prepared or collected by the Contractor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. The Contractor shall not use such materials for any purposes other than the purpose of this Contract without the prior written consent of the Official.

ARTICLE 3 - ACCEPTANCE OF SERVICE:

- 3.1 The City shall have a reasonable opportunity to inspect all service performed by and work product of the Contractor and accept or reject such service or work product.

ARTICLE 4 - TIME:

- 4.1 It is understood and agreed that all specified times or periods of performance are of the essence of this Contract.

ARTICLE 5 - COMPENSATION:

- 5.1 The Contractor may, in the absence of a payment schedule, periodically submit to the Official Invoices, itemizing service, labor and expenses for which compensation is due and requesting payment for services rendered by the Contractor during the period covered by the invoice.
- 5.2 Thereupon the Official shall estimate the value of services accepted by the City, and City shall pay to the Contractor such amount less sums retained under the provisions of Article 8 of these General Conditions.
- 5.3 The City shall pay in full and complete compensation for services performed under this Contract in an amount not to exceed the amount shown on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed schedule.
- 5.4 In the event that this Contract provides for reimbursement by the City to the Contractor for travel or other expenses, the Contractor shall submit such proposed expenses to the Official for approval prior to the incurrence of such expenses, unless the Contract specifically provides otherwise.
- 5.5 The Contractor shall furnish such information, estimate or vouchers relating to the services or to documentation of labor or expenses as may be requested by the Official.

ARTICLE 6 - RELATIONSHIP WITH THE CITY

- 6.1 The Contractor is retained solely for the purposes of and to the extent set forth in this Contract. Contractor's relationship to the City during the term of this Contract shall be that of an independent Contractor. The Contractor shall have no capacity to involve the City in any contract nor to incur any liability on the part of the City. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The City shall not be liable for any personal injury to or death of the Contractor, its agents or employees.
- 6.2 Unless all the terms and conditions for the delivery or provision of goods or services by the Contractor to the City specified by this Contract are expressly set forth in a writing incorporated herein by reference, such delivery of goods or services shall require written approval or direction by the Official prior to the incurrence of any liability by the City.

- 6.3 All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing and signed by the Official and Contractor and filed with the City Auditor.
- 6.4 Any waiver, expressed or implied, by the City or the Official of any rights, terms or conditions of this Contract shall not operate to waive such rights, terms or conditions or any other rights, terms or conditions, beyond the specific instance of waiver.

ARTICLE 7 - ASSUMPTION OF LOSS AND LIABILITY:

- 7.1 The Contractor shall pay and be exclusively responsible for all debts for labor and material contracted for by Contractor for the rental of any appliance or equipment hired by Contractor and/or for any expense incurred on account of services to be performed under this Contract.
- 7.2 The Contractor shall bear all loss resulting from any cause before performance of services is completed and after performance of services if the service or work product fails to conform to specifications.
- 7.3 The Contractor shall assume the defense of and hold the City, its officers, agents or employees, harmless from all suits and claims against them or any of them arising from any act or omission of the Contractor, its agents or employees in any way connected with performance under this Contract.

ARTICLE 8 - REMEDIES OF THE CITY:

- 8.1 If the Contractor shall provide services in a manner which is not to the satisfaction of the Official, the Official may request that the Contractor refund services at an additional cost to the City until approved by the Official. If the Contractor shall fail to provide services or shall provide services which are not satisfactory to the Official, the Official, the alternative, may make any reasonable purchase or Contract to purchase services in substitution for those due from the Contractor. The City may deduct the cost of an, substitute Contract or nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor.

- 8.2 If the damages sustained by the City as determined by the Official exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand.
- 8.3 The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation or labor strike or any unanticipated federal, state, or municipal governmental regulation or order, provided that the Contractor has notified the Official in writing of such cause within fourteen (14) days after its occurrence.

- 8.4 This Contract may be terminated at any time for the convenience of the City at the option of the Official by delivering or mailing to the Contractor at the Contractor's business address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination shall be effective. In the event of such termination for convenience, the Contractor shall be compensated for services rendered to the effective date of said termination in accordance with the rates of compensation specified in this Contract.

ARTICLE 9 - REMEDIES OF CONTRACTOR:

- 9.1 If damages, other than loss on nonconforming services or on services not performed, are actually sustained by the Contractor due to any act or material omission for which the City is legally responsible, the City may allow a sum equal to the amount of such damages sustained by the Contractor as determined by the Official in writing, provided the Contractor shall have delivered to the Official a detailed written statement of such damages and cause thereof within thirty (30) days after the act or material omission by the City.

ARTICLE 10 - PROHIBITION AGAINST ASSIGNMENT:

- 10.1 The Contractor shall not assign, delegate, subcontract or in any way transfer any interest in this Contract without prior written consent of the Official.

ARTICLE 11 - COMPLIANCE WITH LAWS AND PUBLIC POLICY:

- 11.1 This Contract is made subject to all laws of the Commonwealth of Massachusetts.
- 11.2 The Contractor shall provide, at its sole expense, all necessary licenses, permits or other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency with proper jurisdiction.
- 11.3 The Contractor shall where applicable take out and maintain during the term of this Contract such Worker's Compensation Insurance as may be reasonably necessary to protect the Contractor from claims under General Laws c. 152 (the Worker's Compensation Law).
- 11.4 The Contractor agrees and shall require any subcontractor to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, religious creed, national origin or age. The Contractor agrees and shall require any subcontractor to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.

- 11.5 The Contractor's attention is called to General Laws c. 268A (the Conflict of Interest Law). The Contractor shall not act in collusion with any City officer, agent, employee or any other party, nor shall the Contractor make gifts regarding this Contract or any other matter in which the City has a direct and substantial interest.

- 11.6 The Contractor shall keep himself fully informed of all City Ordinances and Regulations, and State and Federal laws, which in any manner affect the work herein specified. The Contractor shall at all times observe and comply with said ordinances, regulations or laws, and shall protect and indemnify the City, its officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations or laws, caused by the negligent actions of the Contractor, his agents, or employees.

- 11.7 In furtherance of the Mayor's Executive Order "Minority and Women Business Enterprise Development" dated December 31, 1987 and the Ordinance entitled "Promoting Minority and Women Owned Business Enterprises in the City of Boston" (Ordinances of 1987, Chapter 14), it is understood and agreed by the Contractor, and the Contractor by the execution of this Contract so certifies, as follows: (1) That the contractor shall actively solicit bids for the subcontracting of goods and services from certified minority and women businesses; (2) That in reviewing substantially equal proposals the Contractor shall give additional consideration to the award of subcontracts to certified minority and women bidders.

ARTICLE 12 - AVAILABLE APPROPRIATION:

- 12.1 This Contract is subject to the availability of an appropriation therefor.
- 12.2 If the Contract is funded under a grant with the Federal Government; it is being executed without further appropriation pursuant to General Laws c. 44, s.53A.
- 12.3 When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the City shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.
- 12.4 Unless otherwise expressly provided in a writing incorporated herein by reference, the amount certified by the City Auditor as available funds under this Contract may be increased or decreased by the Official with the written approval of such change by the City Auditor. In the event of any decrease in the amount certified, the Contractor shall be compensated for services rendered to the effective date of such reduction, in accordance with the rates of compensation specified in this Contract.

ARTICLE 13 - RELEASE OF CITY ON FINAL PAYMENT:

- 13.1 Acceptance by the Contractor of payment from the City for final services under this Contract shall be deemed to release forever the City from all claims and liabilities, except those which the Contractor notifies the Official in writing within six (6) months after such payment.



Bidder: X2 Development Corporation, a wholly
owned subsidiary of Follett Software Company

By: Thomas J. Schuck
(Sign Here)

Business Address: 350 Lincoln Street, Suite 1130
(Street)

Hingham, MA 02043
(City, State, Zip Code)

NOTE: THIS BID MUST BEAR THE WRITTEN SIGNATURE OF THE BIDDER.

If the bidder is an individual doing business under a name other than his own name the bid must so state, giving the address of the individual.

If the bidder is a partnership, the bid must be signed by a partner designated as such.

If the bidder is a corporation, trust or joint venture the bid must be signed by a duly authorized officer or agent of such corporation, trust or joint venture.

APPROVED AS TO FORM BY CORPORATION COUNSEL FEBRUARY, 1998
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY



NA

G. The Taxpayer Identification Number* of the bidder (the number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941) is:

14-1853680

*If individual, use Social Security Number: NA

H. Have been in business under present business name 9 years.

I. Ever failed to complete any work awarded? No

If answer is yes, state circumstances: _____

J. Pursuant to M.G.L. c.60, §93, the undersigned understands and agrees that if a contract is awarded to the bidder, that the Collector-Treasurer of the City of Boston may withhold from amounts owing and payable under any contract awarded to a successful bidder any and all sums owed to any department or agency of the City of Boston which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been paid in full, and the Collector-Treasurer further may apply any amounts owing and payable under any contract awarded to the successful bidder to satisfy any monies owed to the City.

K. Pursuant to M.G.L. c.62C, §49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief all state tax returns have been filed and that all state taxes required under law have been paid. (NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above-referenced law.)

L. The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.



<u>Name of Bank:</u>	<u>Telephone No.:</u>
<u>Bank of America</u>	

E. Legal Form Of Business Entity

The bidder is a/an Corporation
(Individual-Partnership-Corporation-Joint Venture-Trust)

1. If the bidder is a Partnership, state name and residential address of all general and limited partners:
NA

2. If the bidder is a Corporation, state the following:
Corporation is incorporated in the State of Delaware
President is Thomas Schenck
Treasurer is Kathy Stanton
Place of business is: 350 Lincoln Street, Suite 1103
(Street)
Hingham, MA 02043
(City, State and Zip Code)

3. If the bidder is a Joint Venture, state the name and business address of each person, firm or company that is party to the joint venture:
NA

A copy of the joint venture agreement is on file at NA
and will be delivered to the Official on request.

4. If the bidder is a Trust, state the name and residential address of all Trustees:
NA

A copy of the trust documents are on file at NA
and will be delivered to the Official on request.

F. If the business is conducted under any title other than the real name of the owner, state the time when, and place where, the certificate required by General Laws, Chapter 110, §5 was filed:



CITY OF BOSTON/COUNTY OF SUFFOLK

BID RESPONSE FORM

BIDDER'S NAME: X2 Development Corporation, a wholly owned
(Full legal name of Bidder)
subsidiary of Follett Software Company

PLACE OF BUSINESS: Massachusetts

BIDDER'S CONTACT PERSON: Brad Lindaas TEL: (781) 740-2679

To the Official, acting in the name and behalf of the City of Boston/County of Suffolk:

A. Summary Of Supplies/Services Subject To Bid

The undersigned proposes to furnish the specified supplies or services and to perform all work required for:

DO NOT USE THIS SECTION OF FORM USE PRICE FORM IN RFP

(Official will describe here services or supplies to be procured prior to issue of Invitation For Bids; to be identical with Purchase Description and Specifications)

in accordance with the terms of the accompanying Advertisement, Purchase Description and Specifications and other contract documents, with special reference to the Invitation For Bids, the terms of which are incorporated herein, all of which have been provided by the City.

Notice To Bidder: Bidders must itemize any deviation from original specifications on a separate sheet. Catalogs or brochures will not be accepted as sole compliance with this requirement unless they also include complete technical information.

B. Documents Included

In addition to this Bid Response Form, this bid includes the following documents supplied by the Bidder [List Below]:

C. Price Bid

The total bid price for this contract is: _____

(in words & figures; may attach separate schedule)

To: Ed Glora
Business Manager, Boston Public Schools

From: Evaluation Committee- RFP# 711
Melissa Dodd
Chief Information Officer, Boston Public Schools

Date: December 2, 2010

Reference: Technical Evaluation Summary and Request to Receive Cost Proposals

The Selection Committee for RFP# 711 – Student Information System (SIS) met several days for a technical evaluation of the vendor proposals and oral demonstrations. The results of the technical evaluation are as follows:

- Infinite Campus - Highly Advantageous
- EduPoint – Highly Advantageous
- Focus - Advantageous
- Houghton Mifflin- Not Advantageous
- Follet/X2 - Highly Advantageous
- Pearson - Advantageous

A copy of the Selection Committee Evaluation is appended.

The committee found it very difficult to decipher which solution is best for BPS. We believe that the price will be a factor in these final discussions and thus, we are requesting the cost proposal be available for review by the Selection Committee.

Thank you,
RFP Selection Committee and Melissa Dodd, Chief Information Officer

Selection Committee Members:

Melissa Dodd	John O'Neill	Arleen Thompson
Christine Invencion	Andrew Zwicker	Andy Horgan
Garth Gregoire	Candice Chrysostom	Bou Lim
Susan Leahy	Lisa Patrick	Peter Vaughan-Vail
Lisa Harvey	Fred McDowell	Leah Blake
Catherine Chiu	Elie Jean-Louis	John Bunker

Boston Public Schools



Office of Instructional and Information Technology

as open source which allows BPS to review, edit, and delete functionalities as we see fit. Additionally, this open-source nature, along with X2's licensing model, provides for a lower annual cost to the district beyond the initial year.

It is critical that a student information system be in place and operational in time for the 2011-2012 school year. Follett/X2's product together with its superior understanding of the planning, implementation, and training resources required to successfully implement an SIS in a timely manner represents the best solution available to the Boston Public School for these services.

If you have any questions, regarding the recommendation of the Selection Committee, please do not hesitate to contact me.

Sincerely,

RFP Selection Committee and Melissa Dodd, Chief Information Officer

Selection Committee Members:

Melissa Dodd	John O'Neill	Arleen Thompson
Christine Invencion	Andrew Zwicker	Andy Horgan
Garth Gregoire	Candice Chrysostom	Bou Lim
Susan Leahy	Lisa Patrick	Peter Vaughan-Vail
Lisa Harvey	Fred McDowell	Leah Blake
Catherine Chiu	Elie Jean-Louis	John Bunker

RFP# 711 – Student Information System Technical Evaluation Summary

Based on the Selection Committee's Technical Evaluation, we have decided that the overall technical ratings of the vendor's proposals are as follows:

- Infinite Campus - Highly Advantageous
- EduPoint – Highly Advantageous
- Focus - Advantageous
- Houghton Mifflin- Not Advantageous
- Follet/X2 - Highly Advantageous
- Pearson - Advantageous

The Selection Committee went through each of the evaluation criteria as defined in the proposal and assigned each criterion "Highly Advantageous", "Advantageous", or "Not Advantageous". The evaluation criteria were divided into four (4) sections based on the structure of the RFP and the comparative evaluation set forth in the RFP. During the technical evaluation and assignment of Highly Advantageous, Advantageous, or Not Advantageous, no weighting of any criteria was made. For example, Offeror's Financial Qualification and Experience and Offeror's Financial Qualifications were of equal value during the preliminary discussion. However, we assigned each rating a numeric equivalent for ease of scoring. Each Highly Advantageous received three (3) points, Advantageous received two (2) points, and Not Advantageous received one (1) point. To establish the aggregate of technical ratings, we took the average of the points received by each vendor. The technical evaluation resulted in the same result as listed above.

Included in this evaluation were each vendor's written proposal and their oral presentation. The committee also took into consideration feedback provided by OIIT staff and principals/headmasters, teachers, registrars, and secretaries who attended the oral demonstration.

The committee rating for Infinite Campus was Highly Advantageous. Infinite Campus proposal addressed the requirements outlined in the RFP. Their oral presentation exemplified the knowledge and expertise the company has in delivering a student information system. The committee was impressed with Infinite's full featured capability. The system allowed users to view sections in portals. The system is easily configurable which will allow BPS staff to customize the system as we see fit. Their system recovery plan has the ability to restore from any point in time due to constant back up.

The committee rating for EduPoint was Highly Advantageous. The committee was highly impressed with EduPoint's reporting capability built in the student information system. The system exemplified a self service model for schools with respect to data analysis. The user interface of its parent/student/teacher portal was impressive. In addition, the committee found that the system is easy to navigate.

The committee rating for Focus was Advantageous. The committee favorably viewed the functionalities of Focus' student information system. It seemed that their SIS is able to provide the basic functionalities listed on the RFP. However, the committee was concerned with the

support the vendor can provide given that they have only 20 employees and do not have local representation in the Boston area.

The committee rating for Houghton Mifflin was Not Advantageous. The committee rated Houghton Mifflin's proposal and presentation as weak. The oral presentation did not prove how the vendor solution can meet BPS needs. On a number of occasions, the vendor required BPS to do customizations to meet the functionality requirements stated in the RFP. Furthermore, Houghton Mifflin did not have the SIS experience needed to support a large district like Boston Public Schools.

The committee rating for Follet/X2 was Highly Advantageous. The committee was highly impressed with Follet/X2. Their presence in the New England area shows that they can provide high quality service 'on the spot.' In addition, they have extensive experience in Massachusetts State reporting and this was shown to be evident in their demonstration. The user interface is simple and is easily configurable. They offer their solution as open source which allows BPS to review, edit, and delete functionalities as we see fit.

The committee rating for Pearson was Advantageous. The committee found Pearson's presentation to be Advantageous. The system seems to be able to provide BPS with basic functionalities outlined in the RFP. However, they presented their product poorly by using PowerPoint presentation. It would have been preferable to see functionalities using the system.

Boston Public Schools



Office of Instructional and Information Technology

To: Edward Glora
Business Manager, Boston Public Schools

From: SIS Selection Committee – RFP # 711
Melissa Dodd, Chief Information Officer

Date: March 16, 2011

Re: SIS Selection Committee Recommendation for Contract Award RFP # 711

On January 17, 2011, the SIS Selection Committee for RFP # 711- to provide a district wide Student Information System (SIS) finalized its recommended vendor selection based on an extensive review of the functional proposals of all six (6) vendors and cost proposals of the top three (3) highly advantageous vendors. As a result of the functional review, Follett/X2 was identified as the preferred vendor of choice, which had been forwarded to you previously.

Subsequent to the original vendor recommendation, the initial review of the cost proposals for the three (3) highly advantageous vendors necessitated clarification to items contained in their cost proposals. Clarifying questions were distributed to the three (3) highly advantageous vendors. The vendors submitted their responses to the evaluation committee on January 10, 2011. Infinite Campus did confirm that their cost proposal included all hardware needed for the implementation of an SIS. Follett/X2 and EduPoint did confirm that hardware costs were not included in their cost proposal and provided the associated costs in their clarifying response.

Subsequent to the receipt of the response to the clarifying questions, the SIS Selection Committee met again on January 17, 2011 to review the clarifications provided by Follett/X2, Infinite Campus, and EduPoint. At that time, the Selection Committee recommended Follett/X2 was the best solution for the Boston Public Schools.

During the technical review of the proposals, the Selection Committee determined that the proposal submitted by Follett/X2 represented the most "Highly Advantageous" proposal available to the Boston Public Schools to implement the Student Information System. Notwithstanding the higher cost of Follett/X2's proposal, the Selection Committee overwhelmingly felt that the proposal was highly advantageous to the Boston Public Schools. The committee was highly impressed with Follett/X2. Their presence in the New England area shows that they can provide high quality service 'on the spot.' In addition, they have extensive experience in Massachusetts State reporting and this was shown to be evident in their demonstration. The user interface is simple and is easily configurable. They offer their solution



RFP #711
Student Information System

(CB FORM 6)

REGISTER OF PROPOSALS

The following Proposals, with the exception of the Sealed Price Proposals, were opened by the Chief Procurement Officer of the City of Boston or the Chief Procurement Officer Designee on October 29, 2010.

List Name of Each Offeror:

X2 Development Corporation
Pearson
Infinite Campus
EduPoint Educational Systems
Focus School Software
Houghton Mifflin Harcourt Publishing

List Number of Modifications Received, If Any:

This list is a complete and accurate list of proposals opened in the presence of the below named witness:

WITNESS:

Signed Under Penalties of Perjury:

Procurement Officer or Designee

**THIS REGISTER OF PROPOSALS IS A PUBLIC RECORD
THIS REGISTER OF PROPOSALS MUST BE FILED WITH THE ORIGINAL CONTRACT**

APPROVED AS TO FORM BY CORPORATION COUNSEL FEBRUARY, 1998
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of April, 2011.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kori M. Johanson
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.stpaultravelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 218482

Certificate No. 001543894

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

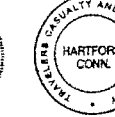
Stephen W. Grant, Michael S. Balboni, and Judith G. Misner

of the City of Boston, State of Massachusetts, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 29th day of March, 2007.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 29th day of March, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

PERFORMANCE BOND

The undersigned surety company hereby binds itself, its successors and assigns to pay to the City of Boston the sum of Three Million Two Hundred Sixty-Seven Thousand Two Hundred Seventy-Five (\$3,267,275.00) dollars.

This obligation is upon the condition that if the party(s) designated in the contract attached hereto as Contractor and all subcontractors under such contract shall faithfully furnish and perform everything required to be furnished and performed by them under such contract, and for all labor performed or furnished, and for all materials used in the carrying out of such contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

Signed, and sealed and delivered this 8th day of April, 2011.

PRINCIPAL: X2 Development Corporation SURETY: Travelers Casualty and Surety Company of America

By KS GACEK
Name SVP Finance, KEVIN GACEK

By [Signature]
Attorney-in-fact - Judith G. Misner
(Affix Corporate Seal Here)

Bonding Company is Incorporated in State of Connecticut

President is Thomas Kunkel

Treasurer is Eric Bruder

Place of business of Bonding Corporation in Massachusetts is 350 Granite Street, Suite 1201, Braintree, MA 02184

APPROVED AS TO FORM BY CORPORATION COUNSEL FEBRUARY, 1998
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/01/2011

Page 1 of 1

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

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

PRODUCER Willis of Massachusetts, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C NO. EXT): 877-945-7378	FAX (A/C NO.): 888-467-2378	
	E-MAIL ADDRESS: certificates@willis.com		
	INSURER(S) AFFORDING COVERAGE	NAIC#	
INSURED X2 Development Corporation 350 Lincoln Street Suite 1103 Hingham, MA 02043	INSURER A: Hartford Fire Insurance Company		19682-010
	INSURER B: Hartford Insurance Company of the Midwest		37478-001
	INSURER C: Twin City Fire Insurance Company		29459-001
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 15759649 REVISION NUMBER:

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

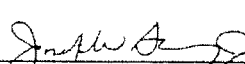
INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			08 CSE R97804	4/1/2011	4/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			08 WN R97800 (AOS)	4/1/2011	4/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	08 WBR R97801 RETRO	4/1/2011	4/1/2012	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

It is agreed that The City of Boston is included as an Additional Insured as respects to General Liability.

CERTIFICATE HOLDER

CANCELLATION

Boston Public Schools 26 Court Street Boston, MA 02108	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 

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2009

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH & INVESTED CASH	\$ 91,632,774	UNEARNED PREMIUMS	\$ 839,517,664
BONDS	3,673,368,848	LOSSES	228,279,087
INVESTMENT INCOME DUE AND ACCRUED	51,425,448	LOSS ADJUSTMENT EXPENSES	381,664,338
PREMIUM BALANCES	183,601,016	COMMISSIONS	34,630,588
NET DEFERRED TAX ASSET	72,255,733	TAXES, LICENSES AND FEES	59,474,472
REINSURANCE RECOVERABLE	4,839,080	OTHER EXPENSES	51,736,727
REINSURANCE RECEIVABLE INTERCOMPANY	247,774,291	FUNDS HELD UNDER REINSURANCE TREATIES	161,203,705
OTHER ASSETS	5,728,714	CURRENT FEDERAL AND FOREIGN INCOME TAXES	8,951,413
		REMITTANCES AND ITEMS NOT ALLOCATED	49,208,968
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	47,778,209
		RETROACTIVE REINSURANCE RESERVE	3,174,785
		POLICYHOLDER DIVIDENDS	3,825,721
		PROVISION FOR REINSURANCE	7,953,503
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(47,812,192)
		PAYABLE TO PARENT, SUBSIDIARIES AND AFFILIATES	60,758,201
		OTHER ACCRUED EXPENSES AND LIABILITIES	1,322,881
		TOTAL LIABILITIES	\$ 2,464,657,039
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	453,803,760
		OTHER SURPLUS	1,396,664,901
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,836,848,661
TOTAL ASSETS	\$ 4,331,705,701	TOTAL LIABILITIES & SURPLUS	\$ 4,331,705,701

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS.
 CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31st DAY OF DECEMBER, 2009.



Michael J. Doody
 SECOND VICE PRESIDENT

[Signature]
 NOTARY PUBLIC - MY COMMISSION EXPIRES 1/1/2012

SUBSCRIBED AND SWORN TO BEFORE ME THIS 12th DAY OF APRIL, 2010

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

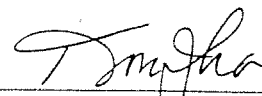
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of October, 20 10


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222507

Certificate No. 003700835

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Jeannette Porrini, and Stacy Rivera

of the City of Hartford, State of Connecticut, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 8th day of June, 2010.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 8th day of June, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Follett Software Company

1391 Corporate Drive, McHenry, IL 60050

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America

One Tower Square, Hartford, CT 06183-6014

a corporation duly organized under the laws of the State of CT

as Surety, hereinafter called the Surety, are held and firmly bound unto Boston Public Schools

26 Court Street, 2nd Floor, Boston, MA 02108

as Obligee, hereinafter called the Obligee, in the sum of Ten Thousand Dollars and 00/100

Dollars (\$ 10,000),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Provide a Student Information System to the Boston Public Schools -

RFP # 711

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 29th day of October, 2010

Quint E. Krafer
(Witness)

Follett Software Company

(Principal)

(Seal)

By: Thomas J. Schick PRESIDENT
(Title)

Aiza Lopez
(Witness)



Travelers Casualty and Surety Company of America

(Surety)

(Seal)

By: Jeannette Pomni
Attorney-in-Fact (Title)

CITY OF BOSTON
PUBLIC SCHOOL DEPARTMENT
OFFICE OF THE BUSINESS MANAGER

REQUEST FOR PROPOSAL TO
“ PROVIDE A STUDENT INFORMATION SYSTEM” TO THE BOSTON
PUBLIC SCHOOLS - RFP # 711

Any questions concerning this RFP, please call Christine Invencion @ 617.635.8311

The City of Boston (the “City”), acting by and through its Business Manager (the “Official”, hereby requests sealed proposals from interested and qualified parties (“Offerors”). All proposals shall be submitted in strict conformance with the Request for Proposals (“RFP”) which may be obtained from the Office of the Business Manager, Boston Public Schools, 26 Court Street, 5th floor, Boston, Massachusetts 02108 on or after 12:00 noon on Friday, September 10, 2010. The City shall accept sealed proposals until 12:00 noon on Friday, October 29, 2010 at the location mentioned above. *The Official shall reject late proposals.* The attention of all Offerors is directed to all provisions of the RFP and contract documents, specifically to the requirements for bid deposits, insurance and performance bonds as may be applicable. The contract will be awarded for two years with the *option to extend for one additional year at the sole discretion of the Boston Public schools.* The RFP contains both price and technical evaluation criteria. Price and technical proposals must be submitted separately in sealed, clearly labeled envelopes. The Official shall not open the proposals publicly, but will record the technical proposals in the presence of one or more witnesses within twenty-four (24) hours of the above deadline for submission of the proposals. The Official will open the price proposals at a later time and in any case shall open the price proposals so as to avoid disclosure to the individuals evaluating the technical proposals. *Failure to submit separate sealed price and technical proposals shall result in disqualification of the entire proposal.* Following its submission, a proposal may be corrected, modified or withdrawn only to the extent provided for in M.G.L.c. 30B, s5(f). The submission of a proposal shall constitute an acceptance of all provisions of the RFP documents by the Offeror and an agreement by the Offeror to perform all specified work and/or provide all specified supplies incidental thereto. The City reserves the right to reject any and all proposals, or any part or parts thereof, and to award a contract for a term of approximately twenty four (24) months, which the Official deems to be in the best interest of the City. This contract is subject to the availability of an appropriation in subsequent fiscal years. The maximum time for the acceptance of a proposal and the issuance by the City of a written notification of award shall be one hundred eighty (180) days. The award of this contract shall be subject to the approval of the Mayor of Boston.

EDWARD J. GLORA,
Assistant Business Manager of The School Committee
(September 6, 2010)

CB Form #5

DETERMINATION OF CPO OR CPO DESIGNEE TO USE RFP PROCESS

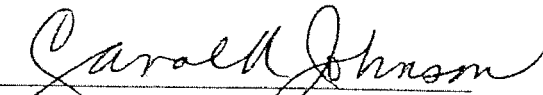
I hereby determine that in procuring the following services:

This Request for Proposals is made by the City of Boston, acting by and through its Superintendent of Schools, to seek proposals from interested and qualified parties to provide a comprehensive software and support solution that will include the purchase of a student information system application suite that will support every school and program in the Boston Public School district. As a comprehensive solution, support from a qualified provider will include: software licenses, hardware, hosting, system integration, application and data services(configuration), installation and implementation services (deployment), project management, process analysis and alignment, training services, and on going maintenance and support.

Full implementation and roll out of the new student information system will begin in SY2011 during which, end users will have the capacity to: 1) take period-based and daily attendance, 2) input student disciplinary actions, 3) automate master schedule building, 4) access online gradebook, and 5) view student progress via a parent/student portal.

The selection of the most advantageous offer requires comparative judgements of factors in addition to price for the reason that:

- Offers will be judged on the range and quality of services they provide as part of the required service and support plan. In addition, offerors will be judged on how well they will meet required technical and functionality specifications. The Boston Public Schools (BPS) seeks strategies and recommendations from Offerors on how best to implement and support the new student information system district wide.
- The BPS seeks an Offeror with demonstrated and successful experience in this field given the size and scope of the proposed implementation and the necessary support needed to ensure positive impact on teaching and learning, as well as district wide operations.


Signature of CPO or CPO Designee



REQUEST FOR DELEGATION OF CPO AUTHORITY

DATE: 7/12/10

TO: Chief Procurement Officer

FROM: Dr. Carol Johnson, Superintendent of Schools
(Department/Department Head)

26 Court Street Boston 2108
Street City Zip

(617) 635-9050
(Telephone)

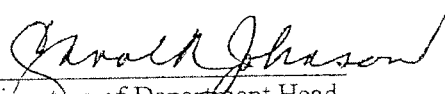
I hereby request delegation of CPO Authority for the purpose of issuing Requests For Proposals for the following (goods/services):

Student Information System

- Purchase SIS software licenses

- Support and maintenance plan, onsite and remote support configuration & deployment, and training.

for a contract estimated to be for an amount of approximately \$ 6,000,000.00


Signature of Department Head

DELEGATION BY CPO

1. I hereby delegate to the above named Officer my authority as Chief Procurement Officer for the purposes stated, but subject to these limitations. The CPO Designee shall not be authorized to:

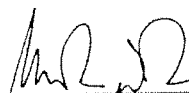
Approve all RFP documents prior to advertisement

Solicit Open Evaluate Open Price Proposals

Award Exercise Options Amend

2. Other limitations include:

3. This delegation shall remain in effect unless revoked or amended.


Chief Procurement Officer
City of Boston

THIS DELEGATION SHALL NOT TAKE EFFECT UNTIL RECEIVED BY THE OFFICE OF THE INSPECTOR GENERAL, One Ashburton Place, Rm. 1311, Boston, MA 02108



CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5259

VENDORS LIVING WAGE AFFIDAVIT

Any for-profit or any not-for-profit Vendor who employs at least 25 full-time equivalents (FTE) who has been awarded a Service Contract of \$25,000 or more from the City of Boston must comply with the provisions of the Boston Jobs And Living Wage Ordinance which requires any such Vendors to pay at least the Living Wage which is \$13.02 per hour to any employee who directly expends his or her time on the services set out in the contract. All Subcontractors whose subcontracts are at least \$25,000 are also required to pay the Living Wage.

If you are bidding on or negotiating a Service Contract that meets the above criteria, you should submit this Affidavit prior to the awarding of the contract. If you believe that you are exempt from the Living Wage Ordinance, complete Section 4: Exemption from Living Wage Ordinance, or if you are requesting a General Waiver, please complete Section 5: General Waiver Reason(s).

WARNING: No Service Contract will be executed until this Affidavit is completed, signed and submitted to the Contracting Department

IMPORTANT: Please print in ink or type all required information. Assistance in completing this Form may be obtained by calling or visiting, The Living Wage Administrator, The Living Wage Division of the Office Of Jobs And Community Services, telephone: (617) 918-5259, facsimile: (617) 918-5299, or your Contracting Department.

Part 1: **VENDOR INFORMATION:**

Name of Vendor: Follett Software Company

Contact Person: Mark C. LaMont

Address 1391 Corporate Drive McHenry, IL 60050
Street City Zip

Telephone #: 800-323-3397 Fax #: 800-807-3623

E-Mail: destinyproposals@fsc.follett.com

Part 2: **CONTRACT INFORMATION:**

Name of the program or project under which the Contract or Subcontract is being awarded:
Student Information System

Contracting Department: Contract TBD

Start Date of Contract: _____ End Date of Contract: _____

Length of Contract: 1 year 2 years 3 years Other: _____ (years)

PART 3: ADDITIONAL INFORMATION

Please answer the following questions regarding your company or organization:

1. Your company or organization is: *check one*:

- For Profit Not For Profit

2. Total number of "FTE" employees which you employ: 507

3. Total number of employees who will be assigned to work on the above-stated contract:
TBD

4. Do you anticipate hiring any additional employees to perform the work of the Service Contract?

- Yes No

If yes, how many additional F.T.E.s do you plan to hire? _____

PART 4: EXEMPTION FROM BOSTON JOBS AND LIVING WAGE ORDINANCE

Any Vendor who qualifies may request an Exemption from the provisions of the Boston Jobs And Living Wage Ordinance by completing the following:

I hereby request an Exemption from the Boston Jobs And Living Wage Ordinance for the following reason(s): Attach any pertinent documents to this Application to prove that you are exempt from the Boston Jobs And Living Wage Ordinance. Please check the appropriate box(es) below:

- The construction contract awarded by the City of Boston is subject to the state prevailing wage law; and
- Assistance or contracts awarded to youth programs, provided that the contract is for stipends to youth in the program. "Youth Program" means any city, state, or federally funded program which employs youth, as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program; and
- Assistance or contracts awarded to work-study or cooperative educational programs, provided that the Assistance or contract is for stipends to students in the programs; and
- Assistance and contracts awarded to vendors who provide services to the City and are awarded to vendors who provide trainees a stipend or wage as part of a job training program and provides the trainees with additional services, which may include but are not limited to room and board, case management, and job readiness services, and provided further that the trainees do not replace current City funded positions.

Please give a full statement describing in detail the reasons you are exempt from the Boston Jobs And Living Wage Ordinance (attach additional sheets if necessary):

NA

PART 5. GENERAL WAIVER REASON(S)

I hereby request a General Waiver from the Boston Jobs And Living Wage Ordinance. The application of the Boston Jobs And Living Wage Ordinance to my (check one):

- Service Contract
- Subcontract

violates the following state or federal statutory, regulatory or constitutional provision or provisions.

State the specific state or federal statutory, regulatory or constitutional provision or provisions, which makes compliance with the Boston Jobs And Living Wage Ordinance unlawful:

NA

GENERAL WAIVER ATTACHMENTS:

Please attach a copy of the conflicting statutory, regulatory or constitutional provisions that makes compliance with this ordinance unlawful.

Please give a full statement describing in detail the reasons the specific state or federal statutory, regulatory or constitutional provision or provisions makes compliance with the Boston Jobs And Living Wage Ordinance unlawful (attach additional sheets if necessary):

NA

PART 6: VENDOR AFFIDAVIT:

I, Thomas J. Schenck a principal officer of the Covered Vendor certify and swear/affirm that the information provided on this Vendors Living Wage Affidavit is true and within my own personal knowledge and belief.

Signed under the pains and penalties of perjury.

SIGNATURE: Thomas J. Schenck DATE: October 29, 2010

PRINTED NAME: Thomas J. Schenck

TITLE: President

X2 DEVELOPMENT CORPORATION

LICENSE & SERVICE AGREEMENT

This License and Service Agreement (this **Agreement**), dated as of April 21, 2011, is between X2 Development Corporation, a Delaware corporation, with an address at 350 Lincoln Street, Suite 1103, Hingham, MA 02043, USA (**X2**) and Boston Public Schools, with its principal administration offices located at 26 Court Street, Boston, MA 02108 (**Customer**). The parties to this Agreement desire to set forth their understanding with respect to the service (the **Service**) to be provided by X2 during the term of the Service. The Service includes the perpetual use of certain X2 software with support and maintenance for the software to be provided by X2. The parties agree as follows:

1. SOFTWARE.

1.1

Software means any X2 computer program identified on the X2 price proposal for Student Information System (RFP# 711) dated October 29, 2010 and the subsequent revisions to Appendix H dated March 14, 2011 (the **Proposal**) and any user guide, help information and other documentation delivered by X2 in paper, digital or electronic form to Customer for use with the Software.

2. LICENSED SOFTWARE.

2.1 Software. Subject to all terms and conditions in this Agreement and for the duration of the term of the Service, X2 grants to Customer a perpetual, nonexclusive, nontransferable license to use the Software without modification, solely for Customer's internal business purposes in configuring and managing the school or school district specified in the Proposal. Customer agrees to use the Software only on Customer Servers. Customer may make a reasonable number of copies of the Software for inactive archival purposes, as well as for virtualized and/or internal environments including staging, training, and acceptance training.

2.2 Third Party Software. The Software may execute in conjunction with software or other technology (**In-Licensed Code**) that is licensed to X2 from, and owned by, third parties (**Third Party Licensors**), including open source software and technology. Customer agrees that (a) to use In-Licensed Code in accordance with this Agreement and any other restrictions specified in the applicable license set forth in any documentation provided to Customer by X2, (b) no Third Party Licensor makes any representation or warranty to Customer under this Agreement concerning the In-Licensed Code or Software and (c) no Third Party Licensor will have any obligation or liability to Customer under this Agreement as a result of this Agreement or Customer's use of the In-Licensed Code.

3. PROPRIETARY RIGHTS.

3.1 Customer. Customer shall own all right, title and interest in and to all school related data and records created by Customer and stored by the Software.

3.2 Restrictions. Except as specifically permitted in this Agreement, Customer shall not directly or indirectly: (a) reverse engineer or otherwise try to discover any source code or underlying ideas or algorithms of the Software (except and only to the extent that these restrictions are expressly prohibited by applicable statutory law); (b) encumber, sublicense, transfer, distribute or use the Software for the benefit of any third party (e.g., service bureau arrangement); (c) copy, create derivative works of or otherwise modify any Software; or (d) permit any third party to do so.

3.3 No Implied License. Except for the limited rights and licenses expressly granted hereunder, no other license is granted, no other use is permitted and X2 (or its licensors and vendors, as the case may be) shall retain all right, title and interest in and to the Software and In-Licensed Code (including all intellectual property rights therein). Customer agrees not to take any action inconsistent with such ownership.

3.4 Markings. Using the tools built into the Software, BPS shall have the ability to alter and/or customize the display screen, including any on-screen notices. Should such changes be made, BPS will work with X2 to ensure that patent or legal notice information remains affixed to the software.

3.5 Permitted Source Code Modification. Customer may modify the Software source code solely for the purpose of generating customized reports and procedures using the Software's reporting function. Any such modifications and any derivative work created thereby shall automatically become part of the Software and shall be treated as Software for all purposes under this Agreement.

4. SUPPORT AND MAINTENANCE SERVICES.

4.1 Services. X2 will use commercially reasonable efforts to provide the support and maintenance services for the Software (collectively, **Support Services**), as such services are more fully described in the Plan of Service attached hereto.

this Agreement shall survive any termination and (b) the provisions of Sections 3 (Proprietary Rights), 6 (Confidentiality), 7 (Warranties and Disclaimers), 8 (Indemnification), 9 (Limitation of Liability), 11 (General Provisions) and this Section 10 shall also survive. Notwithstanding the foregoing, in the event that Customer terminates the Service for cause, X2 shall refund a prorated amount of the Annual Fee paid by Customer; provided that no other fees paid by customer shall be refunded and all fees owed to X2 for support services performed by X2 but not included in the Annual Fee shall remain due and payable. In the event that X2 terminates the Service for cause, Customer will continue to have access to its data and the Software in perpetuity for which it has paid perpetual license fees to maintain system continuity. Otherwise upon termination, X2 will return all BPS property in its possession and BPS shall return all X2 property in its possession.

11. GENERAL PROVISIONS.

11.1 Publicity. Customer hereby consents to inclusion of its name in customer listings that may be published as part of X2's marketing efforts.

11.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of law provisions. The United Nations Convention on Contracts for the international Sale of Goods shall not apply to this Agreement. The sole jurisdiction and venue for actions related to this Agreement will be the state or federal courts located in Massachusetts having jurisdiction over X2's principal offices, and both parties consent to the jurisdiction of such courts with respect to any such action. In any action or proceeding in state or federal court to enforce this Agreement, the prevailing party will be entitled to recover from the other party the actual costs and expenses (including reasonable attorneys' fees) that it incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

12. ENTIRE AGREEMENT

This Agreement (including the exhibits) shall become part of and read as a portion of the Contract generated from RFP#711. This Contract consists of the following documents:

- (a) Modified City of Boston/County of Suffolk Standard Contract General Conditions Form CM 10 and 11
- (b) Aspen Plan of Service dated April 28, 2011
- (c) Aspen Cost Proposal dated May 20, 2011
- (d) X2's Response to RFP #711
- (e) BPS RFP with Appendices #711
- (f) This Agreement

In the event of any conflict in the terms and conditions of this agreement and the CM11 City of Boston/County of Suffolk Standard Contract General Conditions (part of BPS RFP #711), the City of Boston standard contract terms shall prevail. Any different or additional terms on any related purchase order, confirmation or similar form, even if signed by the parties hereafter, shall have no effect under this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be an original, but taken together constituting one and the same instrument. Execution of a facsimile copy shall have the same force and effect as execution of an original, and a facsimile signature shall be deemed an original and valid signature. No change or waiver may be made to this Agreement unless in writing and signed by both parties. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. Except as specifically provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. In the event of a conflict in the documents, precedence shall be in the order listed above. Further, In the event of any conflict in the terms and conditions of this agreement and the CM11 City of Boston/County of Suffolk Standard Contract General Conditions (part of BPS RFP #711), the City of Boston standard contract terms shall prevail.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their duly authorized representatives to execute this Agreement as a sealed instrument, as of the date of this Agreement first referenced above.

X2 DEVELOPMENT CORPORATION

By: Thomas J. Schenck
Name: Thomas Schenck
Title: President

CUSTOMER

By: Carol R. Johnson ^{AD}
Name: Carol R. Johnson
Title: Superintendent of Schools

at X2's sole discretion, refund to Customer the fees paid for and reasonably allocated to the nonconforming Support Service.

7.3 Disclaimers. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE SOFTWARE, DOCUMENTATION AND SUPPORT SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. X2 DOES NOT WARRANT THAT THE SOFTWARE OR THE SUPPORT SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY ERRORS CAN OR WILL BE FIXED. X2 HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SOFTWARE AND SERVICES INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

8.1 Infringement. Except as provided below, X2 agrees to (i) defend Customer against any claim by a third party that Software infringes a valid US patent (issued as of the effective date of the Service specified in the Proposal (the **Effective Date**)), or any copyright or trade secret, of such third party and (ii) indemnify Customer for settlement amounts or damages, liabilities, costs and expenses (including reasonable attorneys' fees) awarded and arising out of such claim; provided, that (a) Customer promptly provides X2 notice thereof and reasonable cooperation, information, and assistance in connection therewith, and (b) X2 shall have sole control and authority to defend, settle or compromise such claim. If any Software becomes or, in X2's opinion, is likely to become the subject of any injunction preventing its use as contemplated herein, X2 may, at its option (1) obtain for Customer the right to continue using such Software or (2) replace or modify such Software so that it becomes non-infringing without substantially compromising its principal functions. If (1) and (2) are not reasonably available to X2, then it may (3) terminate the Service upon notice to Customer and, after return of the Software by Customer, refund to Customer the a prorated amount of the Annual Fee.

8.2 Exclusions. X2 shall have no liability or obligation hereunder with respect to any claim based upon (a) any use of a Software not strictly in accord with this Agreement, or in an application or environment or on a platform or with devices for which it was not designed or contemplated, (b) alterations, combinations or enhancements of the Software not created by or for X2, (c) Customer's continuing allegedly infringing activity after being notified thereof or its continuing use of any version of the Software after being provided modifications that would have avoided the alleged infringement, (d) any In-Licensed Code or (e) any intellectual property right in which Customer or any of its affiliates has an interest. Customer shall indemnify and hold X2 harmless from all damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees) arising out of any claim excluded above in clauses (a) through (e).

8.3 Entire Liability. The foregoing states the entire liability of X2, and Customer's exclusive remedy, with respect to any actual or alleged violation of intellectual property rights by any Software, any part thereof or by its use or operation.

9. LIMITATION OF LIABILITY.

X2 SHALL NOT BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) MATTER BEYOND ITS REASONABLE CONTROL, (B) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (C) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL, OR (D) DIRECT DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE FEES PAID TO IT HEREUNDER FOR THE SOFTWARE OR SERVICE GIVING RISE TO SUCH DAMAGES DURING THE 12-MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE, EVEN IF X2 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

10. TERM AND TERMINATION.

10.1 Term. The Service shall commence and remain in effect for a period of two (2) years from the date of full execution of the contract (the **Initial Term**). Unless terminated earlier as provided herein, the Service will automatically renew for additional term of 1 year (a **Renewal Term**) at the end of the Initial Term and each Renewal Term. Either party may elect not to renew the Service by giving notice to the other party at least 30 days prior to the end of the then current term. In no event will the Software or Support Services be provided after any termination of the Service.

10.2 Termination for Cause. Either party may terminate the Service (if the other party materially breaches a provision of this Agreement and fails to cure such breach within 60 days after receiving notice of such breach from the non-breaching party).

10.3 Effects of Termination. Upon termination of the Service for any reason, (a) all obligations that accrued prior to the effective date of termination (including without limitation, payment obligations) and any remedies for breach of

4.2 Updates. Any Software revisions or updates delivered by way of Support Services shall be treated for all purposes under this Agreement as Software and all intellectual property rights therein shall be retained by X2.

4.3 Limitations. Support Services do not include the provision of support for the Software other than those identified in the Proposal and for which the annual fee or other applicable fees have been paid, nor do the Support Services include support for the Software that has been abused, misused, modified or repaired by or on behalf of Customer, even if such modification is permitted under this agreement. Additionally, in the event any functioning custom reports or alterations are impacted by an update, these functioning reports or alterations are eligible for support services. To further clarify, the tools built into the software are eligible for Support Services but services related to the use of such tools are not considered as qualifying for Support Services (i.e. X2 will assist Customer with troubleshooting custom reports but the creation of custom reports shall be deemed to require a separate statement of work at X2's then-current professional service rates.) The provision of Support Services hereunder shall not be construed to amend or modify in any respect the scope of any license granted hereunder

5. CUSTOMER OBLIGATIONS.

5.1 Support Contacts. Customer will identify and provide contact information for (or such replacements as designated in writing to X2) its authorized **Support Contacts**. The Support Contacts will be the sole contacts for the coordination and receipt of the Support Services, and such persons shall be trained and knowledgeable about how the Software is being used and the operating environment in which it is being used. The Support Contacts shall be required to complete a training program provided by X2 regarding the Software within a reasonable time after that training is made available by X2.

5.2 Cooperation. Customer agrees to provide reasonable supporting data (including written descriptions of problems) as requested by X2, and to otherwise aid X2 in identifying and isolating reported problems.

5.3 Access. Customer agrees to obtain and maintain all equipment and services necessary for internet access and an internet address for electronic mail communications with X2 so that X2 may provide Support Services remotely for any Software during the term of the Service. If Customer is using Software installed on Customer Servers, Customer will also provide X2 with remote access to Customer Servers, Software and operating environment as reasonably necessary to perform the Support Services. Customer will be solely responsible for backing-up or otherwise protecting all software, data and other information residing on Customer Servers and other equipment and systems prior to any such access.

6. CONFIDENTIALITY.

6.1 Definition. **Confidential Information** means all trade secrets, know-how, software and other financial, business or technical information disclosed by or for a party in relation to this Agreement, but not including any information the receiving party can demonstrate is (a) rightfully furnished to it without restriction by a third party without breach of any obligation to the disclosing party, (b) generally available to the public without breach of this Agreement or (c) independently developed by it without reliance on such information. All Software and pricing information is deemed to be X2's Confidential Information.

6.2 Confidentiality. Except for the specific rights granted by this Agreement, neither party shall use or disclose any of the other's Confidential Information without its written consent, and use reasonable care to protect the other's Confidential Information. Each party shall be responsible for any breach of confidentiality by its employees and contractors. Promptly after any termination of the Service (or at the disclosing party's request at any other time), the receiving party shall return all of the other's tangible Confidential Information, permanently erase all Confidential Information from any storage media and destroy all information, records and materials developed therefrom. Each party may disclose only the general nature, but not the specific terms, of this Agreement without the prior consent of the other party; provided, either party may provide a copy of this Agreement or otherwise disclose its terms in connection with any financing transaction, due diligence inquiry or governmental audit or inquiry.

7. WARRANTIES AND DISCLAIMERS.

7.1 Software. X2 warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof as well as outlined in X2's proposal to RFP # 711. Any warranty claim under this Section 7.1 must be made in writing during the 60 day period after delivery. X2's sole obligation, and Customer's exclusive remedy in respect thereof, is to use reasonable efforts to repair or replace the nonconforming Software or, at X2's sole discretion, to accept return of the Software, terminate the Service and refund to Customer a prorated portion of the Annual Fee.

7.2 Support Services. X2 warrants that the Support Services will be performed in manner consistent with general industry standards reasonably applicable to the provision thereof. Any warranty claim under this Section 7.2 must be made by Customer in writing within 60 days after performance of the nonconforming Support Service. X2's sole obligation and Customer's exclusive remedy in respect thereof is to reperform the nonconforming Support Service or,

X2 DEVELOPMENT CORPORATION

LICENSE & SERVICE AGREEMENT

This License and Service Agreement (this **Agreement**), dated as of April 21, 2011, is between X2 Development Corporation, a Delaware corporation, with an address at 350 Lincoln Street, Suite 1103, Hingham, MA 02043, USA (**X2**) and Boston Public Schools, with its principal administration offices located at 26 Court Street, Boston, MA 02108 (**Customer**). The parties to this Agreement desire to set forth their understanding with respect to the service (the **Service**) to be provided by X2 during the term of the Service. The Service includes the perpetual use of certain X2 software with support and maintenance for the software to be provided by X2. The parties agree as follows:

1. SOFTWARE.

1.1

Software means any X2 computer program identified on the X2 price proposal for Student Information System (RFP# 711) dated October 29, 2010 and the subsequent revisions to Appendix H dated March 14, 2011 (the **Proposal**) and any user guide, help information and other documentation delivered by X2 in paper, digital or electronic form to Customer for use with the Software.

2. LICENSED SOFTWARE.

2.1 Software. Subject to all terms and conditions in this Agreement and for the duration of the term of the Service, X2 grants to Customer a perpetual, nonexclusive, nontransferable license to use the Software without modification, solely for Customer's internal business purposes in configuring and managing the school or school district specified in the Proposal. Customer agrees to use the Software only on Customer Servers. Customer may make a reasonable number of copies of the Software for inactive archival purposes, as well as for virtualized and/or internal environments including staging, training, and acceptance training.

2.2 Third Party Software. The Software may execute in conjunction with software or other technology (**In-Licensed Code**) that is licensed to X2 from, and owned by, third parties (**Third Party Licensors**), including open source software and technology. Customer agrees that (a) to use In-Licensed Code in accordance with this Agreement and any other restrictions specified in the applicable license set forth in any documentation provided to Customer by X2, (b) no Third Party Licensor makes any representation or warranty to Customer under this Agreement concerning the In-Licensed Code or Software and (c) no Third Party Licensor will have any obligation or liability to Customer under this Agreement as a result of this Agreement or Customer's use of the In-Licensed Code.

3. PROPRIETARY RIGHTS.

3.1 Customer. Customer shall own all right, title and interest in and to all school related data and records created by Customer and stored by the Software.

3.2 Restrictions. Except as specifically permitted in this Agreement, Customer shall not directly or indirectly: (a) reverse engineer or otherwise try to discover any source code or underlying ideas or algorithms of the Software (except and only to the extent that these restrictions are expressly prohibited by applicable statutory law); (b) encumber, sublicense, transfer, distribute or use the Software for the benefit of any third party (e.g., service bureau arrangement); (c) copy, create derivative works of or otherwise modify any Software; or (d) permit any third party to do so.

3.3 No Implied License. Except for the limited rights and licenses expressly granted hereunder, no other license is granted, no other use is permitted and X2 (or its licensors and vendors, as the case may be) shall retain all right, title and interest in and to the Software and In-Licensed Code (including all intellectual property rights therein). Customer agrees not to take any action inconsistent with such ownership.

3.4 Markings. Using the tools built into the Software, BPS shall have the ability to alter and/or customize the display screen, including any on-screen notices. Should such changes be made, BPS will work with X2 to ensure that patent or legal notice information remains affixed to the software.

3.5 Permitted Source Code Modification. Customer may modify the Software source code solely for the purpose of generating customized reports and procedures using the Software's reporting function. Any such modifications and any derivative work created thereby shall automatically become part of the Software and shall be treated as Software for all purposes under this Agreement.

4. SUPPORT AND MAINTENANCE SERVICES.

4.1 Services. X2 will use commercially reasonable efforts to provide the support and maintenance services for the Software (collectively, **Support Services**), as such services are more fully described in the Plan of Service attached hereto.

CM FORM 15A
CORI COMPLIANCE

The City of Boston is subject to City of Boston Code, Chapter 4, section 7, which is intended to ensure that persons and businesses supplying goods and/or services to the City of Boston deploy fair policies relating to the screening and identification of persons with criminal backgrounds through the CORI system. Vendors entering into contracts with the City must affirm that their policies regarding CORI information are consistent with the standards set by the City of Boston.

CERTIFICATION

The undersigned certifies under penalties of perjury that the vendor is in compliance with the provisions of City of Boston Code, Chapter 4, section 7, as currently in effect. All Vendors must check one of the three lines below.

1. X CORI checks are not performed on any Applicants.

2. CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policy is consistent with the standards set forth on the attached CM Form 15B.

3. CORI checks are performed on some or all Applicants. The Vendor's CORI policy is not consistent with the standards set forth on the Attached CM Form 15B (a copy of the Vendor's written CORI policy Must accompany this form).

Thomas J. Schenck

(Typed or printed name of person signing
quotation, bid or proposal)

Thomas J. Schenck

Signature

X2 Development Corporation, a wholly owned subsidiary of
(Name of Business) Follett Software Company

NOTE:

The awarding authority may grant a waiver of CBC 4-7.3 under exigent circumstance on a contract by contract basis.

Instructions for completing CM Form 15B:

A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant.
A Vendor who checks Lines 2 certifies that the Vendor's CORI policy conforms to the standards set forth in CM Form 15B. A Vendor with a CORI policy that does NOT conform to the standards set forth on CM Form 15B must check Line 3. Vendors who check Line 3 will not be permitted to enter into contracts with the City, absent a waiver, as provided for in CBC 4-7.4. For any waiver to be granted, a completed CM Form 15C must be completed by the awarding authority and attached hereto.

APPROVED AS TO FORM BY CORPORATION COUNSEL MAY 9, 2006.



Contractor: X2 Development Corporation, a
wholly owned subsidiary of Follett Software
Company

By: Thomas J. Schenk
(Sign Here)

Business Address: 350 Lincoln Street, Suite 1103
(Street)

Hingham, MA 02043
(City, State and Zip Code)

NOTE: This statement must bear the written signature of the contractor.

If the Contractor is an individual doing business under a name other than his own name this statement must so state, giving the address of the individual.

If the Contractor is a partnership this statement must be signed by a general partner designated as such.

If the Contractor is a corporation, trust or joint venture this statement must be signed by a duly authorized officer or agent of such corporation, trust or joint venture.



4. If the Contractor is a Trust, state the name and residential address of all Trustees:

NA

The trust document(s) are on file at NA

and will be delivered to the Official on request.

C. If the business is conducted under any title other than the real name of the owner, state the time when, and place where, the certificate required by General Laws, c.110, §5, was filed:

NA

D. The Taxpayer Identification Number* of the contractor (the number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941) is:

14-1853680

*If individual use Social Security Number: _____

E. Pursuant to M.G.L. c.60, §93, the undersigned certifies that the Collector-Treasurer of the City of Boston may withhold from amounts owing and payable to the Contractor under this contract any sums owed to any department or agency of the City of Boston which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been paid in full, and the Collector-Treasurer further may apply any amount owing and payable to the Contractor to satisfy any monies owed to the City.

F. Pursuant to M.G.L. c.62C, §49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief all state tax returns have been filed and all state taxes required under law have been paid. (NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above-referenced law).



CITY OF BOSTON /COUNTY OF SUFFOLK

CONTRACTOR CERTIFICATION*

To the Official, acting in the name and behalf of the City of Boston/County of Suffolk:

A. The undersigned agrees to furnish all labor and materials and to perform all work required for:

X2 Development Corporation, a wholly owned subsidiary
of Follett Software Company
(Official will describe work here prior to issue)

in accordance with the terms of the accompanying contract documents.

A. The Contractor is a/an Corporation
(Individual-Partnership-Corporation-Joint Venture-Trust)

1. If the Contractor is a Partnership, state name and residential address of all partners:

NA

2. If the Contractor is a Corporation, state the following:

Corporation is incorporated in the State of Delaware
President is Thomas Schenck
Treasurer is Kathy Stanton
Place of business is 350 Lincoln Street, Suite 1103
Hingham, MA 02043
(City, State and Zip Code)

3. If the Contractor is a Joint Venture, state the name and business address of each person, firm or company that is party to the joint venture:

NA

A copy of the joint venture agreement is on file at NA
and will be delivered to the Official on request.

[*NOTE: This form should be included with all contracts awarded without advertising.]



Software
Company
A Follett Corporation Company

April 26, 2011

Boston Public Schools

Business Office

Attn: Edward Glora, Business Manager

26 Court Street, 5th Floor

Boston, MA 02108

Dear Mr. Glora:

X2 Development Corporation was acquired by Follett Software Company on October 1, 2010. X2 Development Corporation is a wholly owned subsidiary of Follett Software Company.

Sincerely,



Dennis A. McMahon

Secretary

United States & International.
1391 Corporate Drive
McHenry, Illinois 60050-7041
(800) 323-3397
(815) 344-8700
Fax: (815) 344-8774
www.fsc.follett.com

Canada
Box 61013
511 Maple Grove Drive
Oakville, ON L6J 6X0
(800) 323-3397
Fax: (905) 844-7119
www.fsc.follett.ca

BOSTON PUBLIC SCHOOLS



OFFICE OF THE SUPERINTENDENT

“For Law Department Review”

February 4, 2014

The Honorable Martin J. Walsh
Mayor of the City of Boston
Boston City Hall
Boston, MA 02201-1245

Dear Mr. Mayor:

On June 10, 2011, Mayor Menino approved an award of a contract to X2 Development Corporation, a division of Follett Software Company, located at 350 Lincoln Street, Hingham, MA 02043 to provide a “Student Information System” to the Boston Public Schools. The term of the contract was June 9, 2011 through June 8, 2013 in an amount not to exceed Four Million Dollars (\$4,000,000.00). This contract, which was awarded pursuant to M.G.L. c30B, s6, contains an option to extend for one additional year, to be exercised at the sole discretion of the Boston Public Schools.

It is the intent of the Boston Public Schools to exercise that available option. Therefore, your Honor’s approval is requested to award this contract to X2 Development Corporation, a division of Follett Software Company, located at 350 Lincoln Street, Hingham, MA 02043 to provide for the procurement of continued software licensing, implementation support, hardware management, and related services for the district’s Student Information System.

Compensation under this contract shall not exceed Two Million Dollars (\$2,000,000.00), which I have determined to be reasonable.

The Review Panel reviewed the Technical Proposals of the six (6) responses and assigned a rating to each of them. The findings of the Review Panel were transmitted to the Business Manager on December 2, 2010 requesting that the Cost Proposals of the three (3) offerors (Infinite Campus, X2 Development Corporation and Edu Point) that received the highest rating be forwarded to the Panel. The Cost Proposal information was provided to the Panel and a review of that information was begun on December 2, 2010.

On March 16, 2011, after a thorough review of both the technical and price components, the Review Panel notified the Business Manager of their recommendation to award a contract to X2 Development Corporation, whose proposal was found to be the most advantageous to the Boston Public Schools.

Accordingly, Your Honor's permission is now requested to enter into a contract with X2 Development Corporation, a wholly owned subsidiary of Follet Software Company, 350 Lincoln Street, Suite 1103, Hingham MA 02043 in an amount not to exceed Four Million Dollars (\$4,000,000.00) to provide a "Student Information System" to the Boston Public Schools for the period June 9, 2011 through June 8, 2013, subject to the availability of an appropriation in each subsequent fiscal year.

Sincerely,



Carol R. Johnson AO
Superintendent of Schools

APPROVED
Thomas M. Menino
Mayor of Boston

By: Thomas M. Menino
20 6/10/11

DEPARTMENTAL COMMUNICATION

2011 JUN -9 PM 4:12

RECEIVED
AUDITING DEPT.

TO: Sally D. Glora, Auditor, Auditing Department
FROM: Jack Hanlon *JH* Deputy Director, OBM/Capital Budgeting
DATE: 09-Jun-11
SUBJECT: Approval of Capital Commitments by OBM/Capital Budgeting

CHART OF ACCOUNTS

PO	Code (s)	Amount
	1997-54906-300-101000-1033-10628-CPS23409	\$1,532,542.00
	1997-52906-300-101000-1033-10628-CPS23409	\$1,791,556.00

ENCUMBRANCE #: C33210-11 TYPE: CO

AMOUNT: \$3,324,098.00

DEPARTMENT: School Department

VENDOR NAME: X2 DEVELOPMENT CORPORATION

PROJECT NAME: Student Information System

NOTE: Contract to provide a Student Information System to BPS - (RFP# 711)

OBM/CB:	<i>JH</i>
RECEIVED:	6/7/2011
APPROVED/DATE OUT:	<i>6/9/2011</i>
SUBMITTED TO:	AUD/CONTRACT UNIT

To: Ed Glora
Business Manager, Boston Public Schools

From: Evaluation Committee- RFP# 711
Melissa Dodd
Chief Information Officer, Boston Public Schools

Date: December 2, 2010

Reference: Technical Evaluation Summary and Request to Receive Cost Proposals

The Selection Committee for RFP# 711 – Student Information System (SIS) met several days for a technical evaluation of the vendor proposals and oral demonstrations. The results of the technical evaluation are as follows:

- Infinite Campus - Highly Advantageous
- EduPoint – Highly Advantageous
- Focus - Advantageous
- Houghton Mifflin- Not Advantageous
- Follet/X2 - Highly Advantageous
- Pearson - Advantageous

A copy of the Selection Committee Evaluation is appended.

The committee found it very difficult to decipher which solution is best for BPS. We believe that the price will be a factor in these final discussions and thus, we are requesting the cost proposal be available for review by the Selection Committee.

Thank you,
RFP Selection Committee and Melissa Dodd, Chief Information Officer

Selection Committee Members:

Melissa Dodd	John O'Neill	Arleen Thompson
Christine Invention	Andrew Zwicker	Andy Horgan
Garth Gregoire	Candice Chrysostom	Bou Lim
Susan Leahy	Lisa Patrick	Peter Vaughan-Vail
Lisa Harvey	Fred McDowell	Leah Blake
Catherine Chiu	Elie Jean-Louis	John Bunker

RFP# 711 – Student Information System Technical Evaluation Summary

Based on the Selection Committee's Technical Evaluation, we have decided that the overall technical ratings of the vendor's proposals are as follows:

- Infinite Campus - Highly Advantageous
- EduPoint – Highly Advantageous
- Focus - Advantageous
- Houghton Mifflin- Not Advantageous
- Follet/X2 - Highly Advantageous
- Pearson - Advantageous

The Selection Committee went through each of the evaluation criteria as defined in the proposal and assigned each criterion "Highly Advantageous", "Advantageous", or "Not Advantageous". The evaluation criteria were divided into four (4) sections based on the structure of the RFP and the comparative evaluation set forth in the RFP. During the technical evaluation and assignment of Highly Advantageous, Advantageous, or Not Advantageous, no weighting of any criteria was made. For example, Offeror's Financial Qualification and Experience and Offeror's Financial Qualifications were of equal value during the preliminary discussion. However, we assigned each rating a numeric equivalent for ease of scoring. Each Highly Advantageous received three (3) points, Advantageous received two (2) points, and Not Advantageous received one (1) point. To establish the aggregate of technical ratings, we took the average of the points received by each vendor. The technical evaluation resulted in the same result as listed above.

Included in this evaluation were each vendor's written proposal and their oral presentation. The committee also took into consideration feedback provided by OIIT staff and principals/headmasters, teachers, registrars, and secretaries who attended the oral demonstration.

The committee rating for Infinite Campus was Highly Advantageous. Infinite Campus proposal addressed the requirements outlined in the RFP. Their oral presentation exemplified the knowledge and expertise the company has in delivering a student information system. The committee was impressed with Infinite's full featured capability. The system allowed users to view sections in portals. The system is easily configurable which will allow BPS staff to customize the system as we see fit. Their system recovery plan has the ability to restore from any point in time due to constant back up.

The committee rating for EduPoint was Highly Advantageous. The committee was highly impressed with EduPoint's reporting capability built in the student information system. The system exemplified a self service model for schools with respect to data analysis. The user interface of its parent/student/teacher portal was impressive. In addition, the committee found that the system is easy to navigate.

The committee rating for Focus was Advantageous. The committee favorably viewed the functionalities of Focus' student information system. It seemed that their SIS is able to provide the basic functionalities listed on the RFP. However, the committee was concerned with the

support the vendor can provide given that they have only 20 employees and do not have local representation in the Boston area.

The committee rating for Houghton Mifflin was Not Advantageous. The committee rated Houghton Mifflin's proposal and presentation as weak. The oral presentation did not prove how the vendor solution can meet BPS needs. On a number of occasions, the vendor required BPS to do customizations to meet the functionality requirements stated in the RFP. Furthermore, Houghton Mifflin did not have the SIS experience needed to support a large district like Boston Public Schools.

The committee rating for Follet/X2 was Highly Advantageous. The committee was highly impressed with Follet/X2. Their presence in the New England area shows that they can provide high quality service 'on the spot.' In addition, they have extensive experience in Massachusetts State reporting and this was shown to be evident in their demonstration. The user interface is simple and is easily configurable. They offer their solution as open source which allows BPS to review, edit, and delete functionalities as we see fit.

The committee rating for Pearson was Advantageous. The committee found Pearson's presentation to be Advantageous. The system seems to be able to provide BPS with basic functionalities outlined in the RFP. However, they presented their product poorly by using PowerPoint presentation. It would have been preferable to see functionalities using the system.