

APPENDIX P – JMI-617-15 PROMETHEAN SOFTWARE AND PROFESSIONAL
SERVICES

Contract JMI-617-15 between BCPS and Promethean

Appendix contents:

Executed Statements of Work

Vendor Contacts and Ordering Instructions

All PEPPM orders should be faxed to PEPPM at **800-636-3779** or placed online through Epsilon eCommerce. In the body of the purchase order, please include the following language: "As per PEPPM 2015"

Product Line: Promethean

Introduction

Promethean's aim is to unlock the potential of human achievement in education and training of all ages around the world. It does so by creating, developing, supplying and supporting leading edge, interactive learning technology and by encouraging the growth of the world's largest online teacher community in this field. In these ways, Promethean is helping bring to life the promise of 21st century learning, improving engagement and results for learners and teachers alike.

Placing an Order via Fax:

1. Locate product and prices on PEPPM.org or through a sales representative.
2. Our posted PEPPM prices are for a quantity of 1. To obtain a quote for volume purchases (greater than quantity 1) please contact the Promethean Sales Contact or Reseller Sales Contact listed below for your state.
3. Address the orders to:
Promethean, Inc.
Attn: Inside Sales
1165 Sanctuary Pkwy, Suite 400
Alpharetta, GA 30004

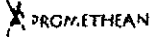
Or if using resellers:

Select one of the authorized resellers listed below and address the orders to:

Promethean, Inc.
c/o (Selected Reseller)
Reseller's Address

4. All quotes and orders should state "As per PEPPM 2015."
5. Fax the completed order to **800-636-3779**.
 - a. Your order will be reviewed and edited by PEPPM Staff.
 - b. You will be contacted to make any necessary corrections.
 - c. Your order will be issued to the vendor within 24 hours during the business week after all (if any) corrections are made.
 - d. Your order will be archived for audit support.
6. Standard shipping is included on all orders over \$500.00.

ACW



Classflow® Subscription and Professional Services Price Quote

Customer Name: Baltimore County Public Schools Contact: Mr. Lloyd Brown, Executive Director Address: 9611 Pulaski Park Drive, Suite 307 Baltimore, MD 21220	Rep: Scott Willett Address: 1185 Sanctuary Parkway, Suite 400 Alpharetta, GA 30009
Phone: 443-425-8382	Phone: 757-848-6590
Fax: Email: Lloyd.brown@bcps.org	Fax 419-735-3517 Email Scott.willett@prometheanworld.com Promethean Tax ID# 04-3647203 Price Quote Expires: February 6, 2015

SKU	Qty	Description	Term	Unit Price	Total Fee
	16,000*	ClassFlow Enterprise License	Year 1	5	80,000
	44,000*	ClassFlow Enterprise License	Year 2	5	220,000
	92,000*	ClassFlow Enterprise License	Year 3	5	460,000
	123,000	ClassFlow Enterprise License	Year 4	5	615,000
	123,000	ClassFlow Enterprise License	Year 5	5	615,000
	6,000	Activinspire		11.25	67,500
		Start up services - implementation, Set up, and integration services			45,450
	2.5**	Professional Development (See SOW)		100,000	250,000
	2.5**	Project Management (See SOW)		150,000	375,000
Total					\$2,727,950

- *Includes Classflow Enterprise License for ALL teachers throughout the district.
 - o User license quantity may increase up to 50% of the student population (61,500) for year 1.
 - o User license quantity may increase up to 50% of the student population (61,500) for year 2.
 - o User license quantity may increase up to 20% greater than the quantity set forth in the table (110,400) above for Year 3.
- ** Full time on site PD for 30 months; Project Management 30 Months
- ClassFlow license renewal fee after year 5 to be determined
- Quote is based on the terms of Promethean's contract with PEPPM

To be invoiced and paid as follows:

Five Year Term - Annual Payments	442,950	470,000	585,000	615,000	615,000	2,727,950
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All Fees are (i) exclusive of any taxes associated with the purchase of the products and services set forth in this Price Quote; (ii) stated in United States Dollars and must be paid in United States Dollars; and (iii) are due and payable thirty (30) days from the date of invoice.


License Term set forth herein shall begin thirty (30) days from the date set forth on invoice.


This Price Quote is subject to (1) the ClassFlow Subscription Terms and Conditions found at www.classflow.com/subscription-agreement; (2) the ClassFlow Terms of Service at www.classflow.com/terms-of-service; and (3) the ClassFlow Privacy Policy at www.classflow.com/privacy-policy. To the extent that this Price Quote includes Professional Services, it is subject to (a) the ClassFlow Professional Services Terms and Conditions at www.classflow.com/services-agreement and (b) the terms of any Statements of Work or other such Exhibits which are subsequently agreed between the parties.

Issuance of a Purchase Order from the Customer pursuant to this Price Quote or Customer's acceptance of this Price Quote by an authorized signature below shall be deemed acceptance of 1-3 above and if applicable, shall be deemed acceptance of (a) and (b) above as well.

Notwithstanding any language to the contrary therein, no terms or conditions stated in any purchase order or other order documentation submitted by the Customer shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

Agreed and Accepted:

Customer: BCPS

 Authorized Representative Signature
S. Dallas Dance, Ph.D.
 Printed Name
Superintendent
 Title
5-29-15
 Date

Promethean, Inc.:

 Authorized Representative Signature
Allison E Krause
 Printed Name
General Counsel
 Title
June 1, 2015
 Date

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



OFFICE OF LAW

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

QUOTE



Address
United States of America

Created Date 3/9/2016
Expiration Date 4/8/2016
Quote Number 00009020

Prepared By Tanya Hague
Email tanya.hague@prometheanworld.com

Bill To Name BALTIMORE CO PUBLIC SCH DIST
Bill To 6901 N Charles Street
Building E
Towson, MD 21204

Ship To Name BALTIMORE CO PUBLIC SCH DIST
Ship To 6901 N Charles Street
Baltimore, MD 21204
United States of America

Product Code	Product	Quantity	List Price	Sales Price	Total Price
CF-SCHOOLS	ClassFlow Schools	44,000.00	USD 9.50	USD 5.00	USD 220,000.00
CF-PD	ClassFlow Training (Full Day)	1.00	USD 1,999.00	USD 100,000.00	USD 100,000.00
CF-SERVICES	ClassFlow Professional Svcs	1.00	USD 0.00	USD 150,000.00	USD 150,000.00
				Subtotal	USD 470,000.00
				Grand Total	USD 470,000.00

Year 2 ClassFlow Renewal

Payment Terms: Net 30 days

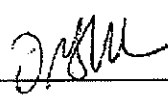
To accept this quote, please sign below & submit purchase order along with Tax Exemption Certificate (if applicable)

Payment also accepted via wire transfer Payable to: Promethean Inc., JPMorgan Chase Bank N.A. ABA#: 021000021 Account No: 935660498.

Payment by check, remit to: Promethean Inc., 1165 Sanctuary Parkway, Ste 400, Alpharetta, GA 30009.

Questions concerning order submittal should be directed to SOP.DirectOrders@prometheanworld.com.

NOTE: Installation not included unless specifically quoted. Price quote does not include sales/& or all other applicable taxes. Please refer to attached Terms and Conditions of Sale for further details.

Authorized Signature:  3/15/16



ClassFlow® Subscription and Professional Services Price Quote

Customer Name: Baltimore County Public Schools Contact: Mr. Lloyd Brown, Executive Director Address: 9611 Pulaski Park Drive, Suite 307 Baltimore, MD 21220 Phone: 443-425-8302 Fax: Email: Lloyd.brown@bcps.org	Promethean, Inc. Rep: Scott Willett Address: 1165 Sanctuary Parkway, Suite 400 Alpharetta, GA 30009 Phone: 757-846-6590 Fax: 419-735-3517 Email: Scott.willett@prometheanworld.com Promethean Tax ID# 04-3647203 Price Quote Expires: December 15, 2014
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SKU	Qty	Description	Term	Unit Price	Total Fee
	16,000*	ClassFlow Enterprise License	Year 1	5	80,000
	44,000*	ClassFlow Enterprise License	Year 2	5	220,000
	92,000*	ClassFlow Enterprise License	Year 3	5	460,000
	123,000	ClassFlow Enterprise License	Year 4	5	615,000
	123,000	ClassFlow Enterprise License	Year 5	5	615,000
	6,000	ActVinspire		11.25	67,500
		Start up services - Implementation, Set up, and Integration services			45,450
	2.5**	Professional Development (See SOW)		100,000	250,000
	2.5**	Project Management (See SOW)		150,000	375,000
Total					\$2,727,950

- *Includes ClassFlow Enterprise License for ALL teachers throughout the district.
 - User license quantity may increase up to 50% of the student population (61,500) for year 1.
 - User license quantity may increase up to 50% of the student population (61,500) for year 2.
 - User license quantity may increase up to 20% greater than the quantity set forth in the table (110,400) above for Year 3.
- ** Full time on site PD for 30 months; Project Management 30 Months
- ClassFlow license renewal fee after year 5 to be determined
- Quote is based on the terms of Promethean's contract with PEPPM

To be invoiced and paid as follows:

	Year 1	Year 2	Year 3	Year 4	Year 5	Five Year Total
Five Year Term - Annual Payments	FY 14/15 442,950	FY 15/16 470,000	FY 16/17 585,000	FY 17/18 615,000	FY 18/19 615,000	2,727,950

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ClassFlow® Subscription and Professional Services Renewal

Price Quote

District: Baltimore County Public Schools	Promethean, Inc.
Address: 6901 N Charles Street Towson, MD 21204	Prepared By: Fred Wolfe Address: 1165 Sanctuary Parkway, Suite 400 Alpharetta, Georgia 33009
Phone: 614-382-1111	Email: Fred.wolfe@prometheanworld.com

Year 3 Classflow renewal with 6 months PD and Program Management services

Product Code	Qty	Description	Term	Sales Price	Total Fee
CF-SCHOOLS	92,000	ClassFlow Schools	Year 3	\$ 5.00	\$ 460,000.00
CF-PD	0.5	6 Months of Classflow Training	Year 3	\$ 100,000.00	\$ 50,000.00
CF-SERVICES	0.5	6 Months of Classflow Professional Svcs	Year 3	\$ 150,000.00	\$ 75,000.00
		Classflow, PD and Services Year 3			\$ 585,000.00
		Grand Total			\$ 585,000.00

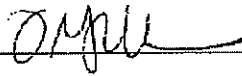
Year 3 Classflow Renewal

Payment Terms: Net 30 days

To accept this quote, please sign below and submit purchase order along with Tax Exemption Certificate (if applicable)

Payment by check, remit to: Promethean Inc., 1165 Sanctuary Parkway, STE 400, Alpharetta, GA 30009

Questions concerning order submittal should be directed to SOP.DirectOrders@prometheanworld.com

Authorized Signature 

Vendor Contacts and Ordering Instructions

All PEPPM orders should be faxed to PEPPM at **800-636-3779** or placed online through Epyton eCommerce. In the body of the purchase order, please include the following language: "As per PEPPM 2015"

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Introduction

Promethean's aim is to unlock the potential of human achievement in education and training at all ages around the world. It does so by creating, developing, supplying and supporting leading edge, interactive learning technology and by encouraging the growth of the world's largest online teacher community in this field. In these ways, Promethean is helping bring to life the promise of 21st century learning, improving engagement and results for learners and teachers alike.

Placing an Order via Fax:

1. Locate product and prices on PEPPM.org or through a sales representative.
2. Our posted PEPPM prices are for a quantity of 1. To obtain a quote for volume purchases (greater than quantity 1) please contact the Promethean Sales Contact or Reseller Sales Contact listed below for your state.
3. Address the orders to:
 Promethean, Inc.
 Attn: Inside Sales
 1165 Sanctuary Pkwy, Suite 400
 Alpharetta, GA 30004.

Or if using resellers:

Select one of the authorized resellers listed below and address the orders to:

Promethean, Inc.
c/o (Selected Reseller)
Reseller's Address

4. All quotes and orders should state "As per PEPPM 2015."
5. Fax the completed order to **800-636-3779**.
 - a. Your order will be reviewed and edited by PEPPM Staff.
 - b. You will be contacted to make any necessary corrections.
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6. Standard shipping is included on all orders over \$500.00.

Asu

02/05/2015 Thu 11:03

Baltimore County Public Schools Purchasing 4108877831

ID: #183517 Page 4 of 5

PROMETHEAN

ClassFlow® Subscription and Professional Services Price Quote

Customer Name: Baltimore County Public Schools Contact: Mr. Lloyd Brown, Executive Director Address: 9511 Puigaski Park Drive, Suite 307 Baltimore, MD 21220	Rep: Scott Willett Address: 1165 Sanctuary Parkway, Suite 400 Alpharetta, GA 30009
Phone: 443-425-8382	Phone: 757-848-6590
Fax: Email: Lloyd.brown@bcps.org	Fax: 478-735-3517 Email: Scott.willett@prometheanworld.com Promethean Tax ID#: 04-3647203 Price Quote Expires: February 6, 2015

SKU	Qty	Description	Term	Unit Price	Total Fee
	16,000*	ClassFlow Enterprise License	Year 1	5	80,000
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		Start up services - Implementation, Set up, and Integration services			45,450
	2.5**	Professional Development (See SOW)		100,000	250,000
	2.5**	Project Management (See SOW)		150,000	375,000
Total					\$2,727,950

- * Includes ClassFlow Enterprise License for ALL teachers throughout the district.
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- Quote is based on the terms of Promethean's contract with PEPPM

To be invoiced and paid as follows:

Five Year Term - Annual Payments	Year 1	Year 2	Year 3	Year 4	Year 5	Total
	442,950	470,000	585,000	615,000	615,000	2,727,950

All Fees are (i) exclusive of any taxes associated with the purchase of the products and services set forth in this Price Quote; (ii) stated in United States Dollars and must be paid in United States Dollars; and (iii) are due and payable thirty (30) days from the date of invoice.

02/05/2016 Thu 11:03

Baltimore County Public Schools Purchasing 4108877831

ID: #183517 Page 6 of 6


License Term set forth herein shall begin thirty (30) days from the date set forth on invoice.


This Price Quote is subject to (1) the ClassFlow Subscription Terms and Conditions found at www.classflow.com/subscription-terms; (2) the ClassFlow Terms of Service at www.classflow.com/terms-of-service; and (3) the ClassFlow Privacy Policy at www.classflow.com/privacy-policy. To the extent that this Price Quote includes Professional Services, it is subject to (a) the ClassFlow Professional Services Terms and Conditions at www.classflow.com/services-terms and (b) the terms of any Statements of Work or other such exhibits which are subsequently agreed between the parties.

Issuance of a Purchase Order from the Customer pursuant to this Price Quote or Customer's acceptance of this Price Quote by an authorized signature below shall be deemed acceptance of 1-3 above and if applicable, shall be deemed acceptance of (a) and (b) above as well.

Notwithstanding any language to the contrary therein, no terms or conditions stated in any purchase order or other order documentation submitted by the Customer shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

Agreed and Accepted:


 Authorized Representative Signature
 S. Dallas Dance, Ph.D.
 Printed Name
 Superintendent
 Title
 5-29-15
 Date

Prophetean, Inc.

 Authorized Representative Signature
 Allison G. Krause
 Printed Name
 General Counsel
 Title
 June 1, 2015
 Date

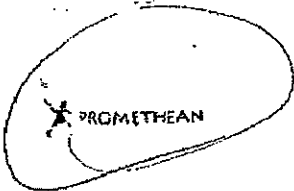
APPROVED FOR LEGAL FORM AND SUFFICIENCY*

(Subject to Execution by a Duly Authorized Superintendent of the Board of Education of Baltimore County)



OFFICE OF LAW

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



1600-097-2240-2851-0005.0408

ClassFlow® Subscription and Professional Services Price Quote

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- ** Full time on site PD for 30 months; Project Management 30 months
- ClassFlow license renewal fee after year 5 to be determined
- Quote is based on the terms of Promethean's contract with PEPPM

To be invoiced and paid as follows:

Five Year Term - Annual Payments		FY15-16	FY16-17	FY17-18	FY18-19	Total SOW
	442,950	470,000	585,000	615,000	615,000	2,727,950

All Fees are (i) exclusive of any taxes associated with the purchase of the products and services set forth in this Price Quote; (ii) stated in United States Dollars and must be paid in United States Dollars; and (iii) are due and payable thirty (30) days from the date of invoice.