



Johnna Smarr, Acting Director

Office of Purchasing and Supply Service  
Facilities Administration Building (FAB)  
13300 Old Marlboro Pike, Room 20  
Upper Marlboro, MD 20772  
Phone: 301-952-6560 Fax: 301-952-6605

**NOTICE OF CONTRACT AWARD**

October 10, 2019

Lexia Learning Systems LLC  
300 Baker Avenue, Suite 320  
Concord, MA 01742  
Phone: 978-405-6200  
Fax: 978-287-0062  
Email: [cmclaughlin@lexialearning.com](mailto:cmclaughlin@lexialearning.com)

Ann Harrison  
Telephone: 301.952.8419  
Fax: 301.952.6605  
Email: [ann.harrison@pgcps.org](mailto:ann.harrison@pgcps.org)

**Subject: Rider Contract 18-06DP-24 Instructional Materials and Supplies-Software with 1 Government Procurement Alliance**

Lexia Learning Systems LLC has been selected as the vendor to provide services in accordance with the above-mentioned **Rider Contract with 1 Government Procurement Alliance for Instructional Materials and Supplies-Software as per quotes Q-330649-1 dated September 11, 2019 and Q-330648-4 dated October 1, 2019**. This contract sets-forth the terms and conditions and is provided for your review and acceptance. Any changes or additions made by your company must first be accepted by the Purchasing Division before the contract is valid.

The intent of this contract is to provide the Board with an expedited means of procuring supplies and/or services at the lowest cost. This contract is for the convenience of the Board and is considered by Purchasing Department to be a "Non-Exclusive" use contract. The Board does not guarantee any usage. The Board will not be held to purchase any particular Brand, in any groups, prices or discount ranges, but reserves the right to purchase any item/items listed in the price schedule submitted.

Until the **Contract** is signed by Lexia Learning Systems and the Board, authorization for mobilization or commencement of work is forbidden. Please sign below and return all documents to the PURCHASING OFFICE within Ten (10) business days. Failure to sign the contract award and return all required documents within the specified time, shall rule your offer null and void and, therefore, award shall be made to the next low responsive bidder.

**CONTRACT TERM**

The term of the contract will be from date of award thru September 30, 2021.

**CONTRACT AWARD ESTIMATED AMOUNT**

The estimated amount of award for Services

**\$151,500.00**

**Rider Contract No. 18-06DP-24 Instructional Materials and Supplies-Software**

**THIS NOTICE OF AWARD IS NOT AN ORDER TO COMMENCE SERVICE/WORK OR TO MAKE DELIVERIES** at this time. Commence service/work/deliveries only after receipt of a **Purchase Order** issued by Purchasing Department.

**INSURANCE**

A Certificate of Insurance, made in favor of the Board of Education of Prince George's County, Upper Marlboro, Maryland 20772-9983, must be submitted to the PURCHASING OFFICE with the returned signed NOTICE OF AWARD within ten (10) business days. The certificate should reference the Rider Contract Number as shown herein. It will be the responsibility of the contractor to ensure that a current Certificate of Insurance is on file in the Purchasing Office during the entire period of the contract.

**LIQUIDATED DAMAGES/FAILURE TO PERFORM WORK**

The successful respondents accept this contract with the understanding that should they fail to complete the work in an acceptable manner and in the time stated, shall be subject to the payment of liquidated damages as stated in the proposal document.

**PERFORMANCE/PAYMENT BONDS (N/A)**

The successful Respondent shall submit payment and performance bonds, Cashier's or Certified Check in the amount of one hundred percent (100%) as determined by the BOARD and specified in the RFP of all phases of the contract to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that exceed \$100K. (COMAR 21.06.07.03) The Board reserves the right to request performance bond for amount under or over \$1000.00. The performance bond shall be submitted with the return of the signed contract award WITHIN TEN (10) BUSINESS DAYS.

The bond, cashiers or certified check must be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983.**

**AVAILABILITY OF FUNDS**

The contract shall be deemed executory only to the extent of appropriations available to the BOARD for the purchase of such articles. The obligation of the BOARD on all contracts, including those which envision funding through current and successive fiscal years, shall be contingent upon actual Board appropriations for the fiscal year(s) involved.

**FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS****Employees Having Direct Contact with and/or Uncontrolled Access to Students:**

- A. Any and all current and future employees of the Vendor who have direct contact with students must have a fingerprinting criminal background check conducted by the Maryland Criminal Justice Information System (CJIS) and the FBI, a Child Protective Services clearance conducted by the Prince George's County Department of Social Services, and complete the Safe Schools training module – *Prince George's County Child Abuse: Mandatory Reporting* and any other required training as appropriate.

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- B. All background checks must be completed 15 business days prior to beginning work in and around PGCPs property or engaging in any authorized activities involved PGCPs students. The background checks must be completed by the Fingerprinting Office in the Sasscer Administrative Building or by the PGCPs satellite fingerprinting offices located in Prince George's County. No person may begin working in PGCPs until 15 days after completing the background clearance process (fingerprint and CPS) and required online training through Safe Schools.
- C. Prior to initiating any work at a school building, current and future employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and instructors of the Vendor must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.

**Restrictions on Employee Assignments:**

Vendors are prohibited from assigning the following persons from working at a PGCPs location:

- A. Registered sex offenders (Maryland Code, Criminal Procedure Article Section 11-722)
- B. Individuals convicted of a crime involving third or fourth degree sexual offence under sections 3-307 or 3-308 of the Criminal Law Article; child sexual abuse under Section 3-602 of the Criminal Law Article; a crime of violence as defined in Section 14-101 of the Criminal law Article; or comparable offenses in another state. (Annotated Code of Maryland, Education Article Section 6-113)
- C. Individuals identified as an alleged abuse or neglecter following completion of a Child Protective Services investigation with a finding of "indicated" child abuse or neglect.

**CRIMINAL BACKGROUND CHECKS****1. GENERAL PROVISIONS**

- A. It is the responsibility of the Vendor to make certain that its employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and any instructors who have direct contact with students meet the background check and training requirements specified below.
- B. The Vendor agrees to provide the designated PGCPs representative with a list of all current employees who have direct contact with students and an immediate update of changes in personnel, employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff and any instructors who have direct contact with students. All correspondence should include the following information as applicable:
  - i. title of the project
  - ii. school/office
  - iii. solicitation number
  - iv. contract number; and
  - v. PGCPs representative/project manager

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- C. An Executed Contract will not be issued by the PGCPS Purchasing Department until proof has been provided that the background check and training requirements below have been completed 15 days following the issuance of Notice of Award.





**Compliance with Laws**

Offerors shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Contract. Offerors violation of any of these laws, statutes, ordinances, rules or regulations constitutes a breach of this Contract and entitles the Board to terminate this Contract immediately upon delivery of written notice of termination to Offeror.

**PERSONALLY IDENTIFIABLE INFORMATION (PII)**

Personally Identifiable Information includes any information that can be associated with or traced to any individual, including an individual's name, address, telephone number, e-mail address, credit card information, social security number, or other similar specific factual information, regardless of the media on which such information is stored (e.g., on paper or electronically) and includes such information that is generated, collected, stored or obtained as part of this Agreement, including transactional and other data pertaining to users. The parties will comply with all applicable privacy and other laws and regulations relating to protection, collection, use, and distribution of Personally Identifiable Information. In no event may PII be sold or transferred to third parties, or otherwise provide third parties with access thereto. If there is a suspected or actual breach of security involving Personally Identifiable Information, the parties will notify each other within twenty-four (24) hours of a management-level employee becoming aware of such occurrence.

This notice of award, plus the solicitation, your offer and any pertinent documents will constitute the entire contract after acceptance by your firm and the BOARD. Please refer to the **Rider Contract 18-06DP-24 Instructional Materials and Supplies-Software with 1 Government Procurement Alliance for all applicable terms and conditions.**

ACCEPTED BY:			
	<b>FOR THE FIRM:</b>		<b>FOR THE BOARD OF EDUCATION:</b>
	23-OCT-2019		10/25/19
SIGNATURE	DATE	SIGNATURE	DATE
Peter Koso		Johnna Smarr	
NAME		NAME:	
Vice President		Acting Director, Purchasing & Supply Services	
TITLE		TITLE	
		FOR THE BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY	

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FIRM

UPPER MARLBORO, MARYLAND 20772

 10-28-19  
SIGNATURE DATE

Mark Fossett

NAME:

Associate Superintendent for Supporting Services  
TITLE

 10/28/19  
SIGNATURE DATE

Barry Stanton

NAME:

Chief Operating Officer  
TITLE

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CONTRACT PRICING

OPTION 2 – 2 YEARS

Lexia Core5 Reading Student Subscription	\$66,600.00
Lexia Core5 Reading Professional Learning Day – Full (30 @ \$2,500.00)	\$75,000.00
Training- Lexia District Success Plan	\$9,900.00
TOTAL	\$151,500.00