



Keith Stewart, Director

# Prince George's County Public Schools

Louis Wilson Sr., Facilities Administration Building  
13300 Old Marlboro Pike, Room 20  
Upper Marlboro, MD 20772  
Tel: 301- 952-6560 Fax: 301-952-6605

## NOTICE OF CONTRACT AWARD

October 14, 2021

Voyager Sopris Learning, Inc.  
17855 Dallas Parkway, Suite 400  
Dallas, TX 75287  
Tel: 1.800.547.6747

Contact: Keri Stafford-Schwartz and Dutch Whigham  
Email: [Keri.Stafford-Schwartz@cambiumlearning.com](mailto:Keri.Stafford-Schwartz@cambiumlearning.com) and [Dutch.Whigham@voyagersopris.com](mailto:Dutch.Whigham@voyagersopris.com)  
Tel: 800.547.6747 ext 144

Buyer: Donna Parks  
Tel: 301.952.6567  
Email: [Donna.Parks@pgcps.org](mailto:Donna.Parks@pgcps.org)

### SUBJECT: Baltimore County Public Schools Rider Contract No. RFP 20016 Mathematics and Literacy Intervention Programs

Voyager Sopris Learning, Inc. has been selected as the vendor to provide services in accordance with the above-mentioned **BCPS Rider Contract No. RFP 20016**. 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 the 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 **Voyager Sopris Learning, Inc.** and the BOARD, authorization for commence to service sites on behalf of the contract 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.

#### PERFORMANCE/PAYMENT BOND – N/A

A 100% Performance Bond and 100% Labor and Material Payment Bond or Certified Check in the amount of **\$0.00** 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) 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.**

#### CONTRACT TERM

The term of the contract will be from date of award until **October 15, 2022.**

OCT 19 AM 10:29 *KS*  
PGCPS PURCHASING OFFICE

#### CONTRACT AWARD ESTIMATED AMOUNT

The estimated amount of award is

**\$3,436,020.00**

**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** signed by the Purchasing Agent.

#### **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 Solicitation 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 Awardee accepts 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 solicitation documents.

#### **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 Students:**

- a. Any and all current and future employees of Consultant 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 SafeSchools training module – Prince George's County Child Abuse: Mandatory Reporting and any other required training as appropriate.
- 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 involving 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 SafeSchools.
- c. Prior to initiating any work at a school building, current and future employees of Consultant must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.
- d. Pursuant to Md. Education Code Ann. §6-113.2 (Code), a contractor of a Board of Education who provides a services to a school or the students of a school shall meet the requirements set forth for screening its employees assigned to work at a school site to determine whether such employees have a history of child sexual abuse and/or sexual misconduct. Consultant shall be solely responsible for completing the screening set forth in the Code, shall maintain records of employee screenings, and shall make such records available to PGCPS upon request.

**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 offense 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.

**VENDOR RESPONSIBILITIES**

- A. The Vendor agrees to provide the designated PGCPs representative with a list of all current employees and an immediate update of changes in personnel, employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff and any instructors. 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

**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 **BCPS Rider Contract No. RFP 20016** for all applicable terms and conditions.

ACCEPTED BY:

**FOR THE FIRM:**

**FOR THE BOARD OF EDUCATION:**


10.15.2021  
 \_\_\_\_\_  
 SIGNATURE DATE

Barbara Benson  
 \_\_\_\_\_  
 NAME

Chief Financial Officer  
 \_\_\_\_\_  
 TITLE

Voyager Sopris Learning, Inc.  
 \_\_\_\_\_  
 FIRM


Oct 19, 2021  
keith.stewart@pgcps.org keith.stewart@pgcps.org (Oct 19, 2021 15:10 EDT)  
 \_\_\_\_\_  
 SIGNATURE DATE

Keith Stewart  
 \_\_\_\_\_  
 NAME:

Director, Purchasing & Supply Services  
 \_\_\_\_\_  
 TITLE

FOR THE BOARD OF EDUCATION  
 OF PRINCE GEORGE'S COUNTY  
 UPPER MARLBORO, MARYLAND 20772

**SEE ATTACHED CONTRACT PRICING**

# Voyager PASSPORT

Voyager Sopris Learning  
 Cambium Learning Group, Inc.  
 Attn: Order Entry Department  
 17855 Dallas Pkwy, Suite 400  
 Dallas, Texas 75287  
 Phone: (800) 547-6747  
 Fax: (888) 819-7767  
 Email: [CustomerService@voyagersopris.com](mailto:CustomerService@voyagersopris.com)

Quote Number 00106529  
 Created Date 7/23/2021

Quote To A. Simone McQuaige  
 Phone (301) 808-8280  
 Email [ajordan@pgcps.org](mailto:ajordan@pgcps.org)

Bill To Name Prince Georges Co School Dist  
 Bill To 14201 School Ln  
 150 Schools, 40 Student Books per level,9  
 Teacher Sets per School  
 Uppr Marlboro, MD 20772  
 US  
 Ship To Name Prince Georges Co School Dist  
 Ship To 14201 School Ln  
 Uppr Marlboro, MD 20772  
 US

**Sales Executive**

Dutch Whigham  
 9456 📞  
[dutch.whigham@voyagersopris.com](mailto:dutch.whigham@voyagersopris.com)

Description	Product Code	Quantity	Sales Price	Total Price
Voyager Passport Student Reading Pack Level A	357691	6,000.00	\$69.00	\$414,000.00
Voyager Passport Student Reading Pack Level B	357704	6,000.00	\$69.00	\$414,000.00
Voyager Passport Student Reading Pack Level C	357712	6,000.00	\$69.00	\$414,000.00
Voyager Passport Student Reading Pack Level D	357721	6,000.00	\$69.00	\$414,000.00
Voyager Passport 3rd Ed Teacher Resource Kit Level A With License	358424	300.00	\$349.00	\$104,700.00
Voyager Passport 3rd Ed Teacher Resource Kit Level B With License	358432	300.00	\$349.00	\$104,700.00
Voyager Passport 3rd Ed Teacher Resource Kit Level C With License	358441	300.00	\$349.00	\$104,700.00
Voyager Passport 3rd Ed Teacher Resource Kit Level D With License	358459	450.00	\$349.00	\$157,050.00
Voyager Passport 3E Half-day Virtual Training	373608	48.00	\$750.00	\$36,000.00

Total Price \$2,163,150.00  
 S&H \$85,086.00  
 Tax \$0.00  
 Total Due \$2,248,236.00

**Comments**

\*Add sales tax for your state (from subtotal) if applicable. Taxes on quote are an estimate only and are subject to change when the order is placed.

**Passport licenses begin August 1 and end July 31.** Licenses may expire at a later date if a multi-year deal is purchased; the expiration date will be noted at the time of receiving the Purchase Order.

- Support Services purchased (days, webinar & virtual hours) will expire 12 months from the received date of the Purchase Order.

# Voyager PASSPORT

Voyager Sopris Learning  
Cambium Learning Group, Inc.  
Attn: Order Entry Department  
17855 Dallas Pkwy, Suite 400  
Dallas, Texas 75287  
Phone: (800) 547-6747  
Fax: (888) 819-7767  
Email: [CustomerService@voyagersopris.com](mailto:CustomerService@voyagersopris.com)

Quote Number 00106533  
Created Date 7/23/2021

Quote To A. Simone McQuaige  
Phone (301) 808-8280  
Email [ajordan@pgcps.org](mailto:ajordan@pgcps.org)

Bill To Name Prince Georges Co School Dist  
Bill To 14201 School Ln  
150 Schools, 40 Student Sets per Level, 6  
Teacher Kits per Level  
Uppr Marlboro, MD 20772  
US  
Ship To Name Prince Georges Co School Dist  
Ship To 14201 School Ln  
Uppr Marlboro, MD 20772  
US

## Sales Executive

Dutch Whigham

9456 ☎

[dutch.whigham@voyagersopris.com](mailto:dutch.whigham@voyagersopris.com)

Description	Product Code	Quantity	Sales Price	Total Price
Voyager Passport Student Reading Pack Level E	357739	6,000.00	\$69.00	\$414,000.00
Voyager Passport Student Reading Pack Level F	357747	6,000.00	\$69.00	\$414,000.00
Voyager Passport 3rd Ed Teacher Resource Kit Level E With License	358467	450.00	\$349.00	\$157,050.00
Voyager Passport 3rd Ed Teacher Resource Kit Level F With License	358475	450.00	\$349.00	\$157,050.00

Total Price \$1,142,100.00  
S&H \$45,684.00  
Tax \$0.00  
Total Due \$1,187,784.00

## Comments

\*Add sales tax for your state (from subtotal) if applicable. Taxes on quote are an estimate only and are subject to change when the order is placed.

**Passport licenses begin August 1 and end July 31.** Licenses may expire at a later date if a multi-year deal is purchased; the expiration date will be noted at the time of receiving the Purchase Order.

- Support Services purchased (days, webinar & virtual hours) will expire 12 months from the received date of the Purchase Order.
- A contact name and email address are required for all products with digital components.
- All Summer licenses begin May 1 and end July 31.

## Signature:

Email: [dutch.whigham@voyagersopris.com](mailto:dutch.whigham@voyagersopris.com)