



STATE OF DELAWARE  
Brandywine School District  
953100

November 26, 2018

ISSUED BY: Jason Hale  
Chief Financial Officer  
302-793-5000

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. BSD19026-BEHAVIORAL**  
**IN-SCHOOL BEHAVIORAL SUPPORT PROGRAM**

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## KEY CONTRACT INFORMATION

### 1. CONTRACT PERIOD

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Each contractor's contract shall be valid for a one (1) year period from February 4, 2019 to June 30, 2019. Each contract may be renewed for two (2) one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

### 2. VENDORS

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Specialized Education of Delaware, Inc.  
Catapult Learning  
2 Aquarium Drive, Suite 100  
Camden, NJ 08103  
Phone: 831-7926  
Fax: 856-831-7886  
[www.catapultlearning.com](http://www.catapultlearning.com)

### 3. SHIPPING TERMS

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N/A

### 4. DELIVERY AND PICKUP

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<N/A>

### 5. PRICING

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Prices will remain firm for the term of the contract year.

The FTE annual per student rate to be paid by the District is Twenty-Five Thousand Dollars (\$25,000.00). The total prorated cost to the District for the 2018-2019 contract period for the nine (9) student slots in the Program is One Hundred Twelve Thousand Five Hundred Dollars (\$112,500.00). Tuition shall be paid by the District in five (5) equal monthly installments of Twenty-Two Thousand Five Hundred Dollars (22,500.00) payable thirty (30) days after receipt of invoice from Provider.

## ADDITIONAL TERMS AND CONDITIONS

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### 6. BILLING

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

### 7. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

## **8. PRODUCT SUBSTITUTION**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Brandywine School District to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

## **9. ORDERING PROCEDURE**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

## **10. PURCHASE ORDERS**

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number 1-19-26 on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

## **11. REQUIREMENTS**

1. Personalized, tutorial-based, interactive instruction.
2. Classroom utilization of technology to supplement teacher-guided instruction.
3. Implementation of an intensive behavior modification system to minimize class disruptions and maximize learning.
4. Adaptive and flexible scheduling to reflect the Host School's scheduling requirements.
5. Social skills training to teach students to function well interpersonally and well as intra-personally.
6. Flexible Curriculum, customized for each student, while conforming to the District's standards.
7. End of year outcome measures relating to, among other things, pre/post-test academic progress, attendance, behavior level summary, and incidents.
8. Crisis counseling will also be available on an as-needed basis during normal business hours.
9. Parent workshops or Parent/Family counseling will be offered on an as-needed basis in an effort to increase community between family members and to facilitate growth and understanding within the family unit. Parent will be instructed on behavioral and academic protocols that may be used at home.

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

## **12. HOLD HARMLESS**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

### **13. NON-PERFORMANCE**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

### **14. FORCE MAJEURE**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

### **15. AGENCY'S RESPONSIBILITIES**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.