STATE OF DELAWARE
Indian River School District
953600

August 10, 2018

ISSUED BY: Jeannette Steele
Director of Business
302-436-1000

SUBJECT: **AWARD NOTICE**
IRD 19001-Therapy
Special Services

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KEY CONTRACT INFORMATION

1. CONTRACT PERIOD

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Each contractor's contract shall be valid from September 1, 2018 through August 31, 2019. Each contract may be renewed for two (2) one (1) year periods through negotiation between the contractor and Indian River School District. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

2. VENDORS

Vendor	Address	Services	Hourly Rate
Advanced Medical Personnel dba Advance School Staffing	1101 West 12th St., Ste. 310, Broomfield, CO 80021	OT, PT, Speech Language Services	OT/PT, Speech $65-$70/hr OT/PT Assts. $55-$60/hr Bilingual Therapists $70-$75/hr
Ardor Health Solutions	5830 Coral Ridge Dr., Ste. 300, Coral Springs, FL 33076	OT, PT, Speech, Psychologist Services	OT/PT/Speech $72/hr Asst. $60/hr SLP-CFY $65/hr School Psychologist $72/hr
Assoc. of Behavior and Curriculum dba ABC Consultants, LLC	504 Centennial Blvd, #1345 Vorhees, NJ 08043	Counseling Services	Up to 10 hours - $140/hr 11-20 hours - $135/hr 21-30 hours - $130/hr 31-40 hours - $125/hr
Cumberland Therapy Services	318 W. Adams St., Ste 300B, Chicago, IL 60606	OT, PT, Speech, Psychologist Services	OT, Speech $69/hr PT $78/hr Speech Bilingual $72/hr School Psychology $70/hr
General Healthcare Resources, LLC dba GHR Education	220 Continental Dr., Ste. 40, Newark, DE 19713	PT, OT, Speech Services	PT, OT $71.40/hr Speech Language $73.40/hr Speech Bilingual $98.40/hr
HealthPro Heritage, LLC	536 Old Howell Road, Greenville, SC 29615	OT, PT, Speech, Psychologist Services	OT, PT $63/hr Speech $65/hr Speech Bilingual $70/hr School Psychology $75/hr
Presence Learning, Inc.	180 Montgomery Street, 18th Floor, San Francisco, CA 94104	OT, PT, Speech, Psychologist Services	Speech/Language $66.90/hr Bilingual Speech $76.90/hr OT Services $66.90/hr School Psychologist $70/hr SLP Assessments $75/hr OT Assessments $75/hr Bilinguage SLP Assessments $80/hr Behavior Mental Heatlh Assessments $80/hr Psychoeduc, Assessments $100/hr
Psychological Assocates of Southern Delaware	11023 Joe Warrington Dr., Laurel, DE 19956	Psychological Services	Diagnostic Evauations $550/student Psychological Evauations $850/student Developmental Evaluations $750/student Neuropsychological Evaluations $1,850/student
Suzanne Davis	31330 Lynn Drive Bethany Beach, DE 19930	Speech Services	Speech $80/hr
Kim Taylor	176 Mill Pond Drive Selbyville, DE 19975	Counseling – Special Outreach Services	$50/hr
Therapia Staffing	7451 Wiles Rd., Ste. 107 Coral Springsm FL 33067	OT, PT, Speech, Psychologist Services	OT, PT, Speech $68/hr Speech Bilingual $78.25/hr School Psychologist $80/hr

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3. SHIPPING TERMS

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F.O.B. destination; freight pre-paid.

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.
See above.

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 Indian River 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 IRD19001 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

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.