



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

March 1, 2018

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: NINNA VAUGHN
STATE CONTRACT PROCUREMENT OFFICER
(302) 857-4584

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS17814-RECIDIVISM
Family Engagement & Recidivism Reduction Program

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1. CONTRACT OVERVIEW

This contract is awarded on behalf of the Department of Correction, Bureau of Community Corrections (“BCC”) is to provide family engagement and recidivism reduction services to women at the Hazel D. Plant Women’s Treatment Facility.

2. MANDATORY USE CONTRACT

REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

3. CONTRACT PERIOD

This contract shall be valid for a one (1) year period from March 1, 2018 through February 28, 2019. This contract may be renewed for four (4) one (1) year periods through negotiation between the Vendor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

Addendum #1 extends the contract six (6) additional months through August 28, 2019.

4. VENDOR

Wilmington HOPE Commission

38 Vandever Avenue
Wilmington, DE 19802

FSF ID# 0000046066

<https://wilmhope.org/>

Tamera Fair
Executive Director
(302) 407-3397, ext. 100
tfair@wilmhope.org

5. BILLING

Delaware will pay Vendor for the performance of services described in the Statement of Work. The fee will be paid in accordance with the payment schedule as part of the Agreement.

Delaware’s obligation to pay Vendor for the performance of services will not exceed the fixed amount set forth in the Scope of Work. It is expressly understood that the work defined in the appendices to this Agreement must be completed by Vendor and it shall be Vendor’s responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. Delaware’s total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Delaware’s purchase order(s) to Vendor.

6. PRICING

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

PAYMENT SCHEDULE

\$17,860.48	Upon Signing (20%)
\$7,144.19	Cohort 1 Initiation
\$7,144.19	Cohort 1 Complete
\$7,144.19	Cohort 2 Initiation
\$7,144.19	Cohort 2 Complete
\$7,144.19	Cohort 3 Initiation
\$7,144.19	Cohort 3 Complete
\$7,144.19	Cohort 4 Initiation
\$7,144.19	Cohort 4 Complete
\$7,144.19	Cohort 5 Initiation
\$7,144.19	Cohort 5 Complete
\$89,302.38	Total Program Cost

7. PAYMENT

The agencies involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The 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. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS17814-RECIDIVISM on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

9. REQUIREMENTS

http://contracts.delaware.gov/contracts_detail.asp?i=4770

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.

10.HOLD HARMLESS

The Vendor 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 Vendor, its employees, and invitees on or about the premises and which arise out of the Vendor's performance, or failure to perform as specified in the Agreement.

11.NON-PERFORMANCE

In the event the Vendor 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 Vendor. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

12.FORCE MAJEURE

Neither the Vendor 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.

13.AGENCY'S RESPONSIBILITIES

The Agency shall:

- a) Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.
- b) Give prompt written notice to the Vendor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Vendor'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 Vendor. 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 Vendor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the Vendor, discuss the reasons surrounding the default and establish a date when the Vendor 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>.