



DELAWARE HEALTH AND SOCIAL SERVICES

Division of State Service Centers, Office of Community Services

8/27/20

ISSUED BY: Diana Mason
Social Services Administrator
302-255-9742

SUBJECT: **AWARD NOTICE**
CONTRACT NO.
HSS-20-022A

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Updated: 9/6/18

KEY CONTRACT INFORMATION

1. CONTRACT PERIOD

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Each contractor's contract shall be valid for a period of 1 year, however to run concurrent with the fiscal year. Each contractor's contract shall be valid for a nine [9]-month period beginning **October 1, 2020** and ending **June 30, 2021**. Each contract may be renewed for four (4) one (1) year periods through negotiation between the contractor and the Division of State Service Centers (4) one (1) year periods through negotiation between the contractor and the Division of State Service Centers. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

2. VENDORS

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Vendor Name	Address	Primary Contact Name	Phone	Email	FSF Number
Catholic Charities, Inc.	127 Broad Street PO Box 38 Milton DE 19968	Richelle A. Vible	302-655-9624	rvible@ccwilm.org	00000000 16
Dover Interfaith Mission for Housing, Inc.	P.O. Box 1148 Dover, DE 19903	Jeanine Kleimo	302-242-0412	jkleimo@verizon.net	00000233 57
Home of the Brave Foundation, Inc.	6632 Sharps Road Milford DE 19963	Jessica Finan	302-424-1681	jfinan@homeofthebravefdn.org	00000272 19
The Salvation Army	400 N. Orange St. Wilmington, DE 19899	Captain Timothy A. Sheehan	302-472-0720	Tim.Sheehan@USE.SalvationArmy.Org	00000000 56

3. PRICING

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

Vendor Name	Award Amount
Catholic Charities, Inc.	\$ 42,512.68
Dover Interfaith Mission for Housing, Inc.	\$ 76,372.00
Home of the Brave Foundation, Inc.	\$ 47,913.75
The Salvation Army	\$ 128,606.99

ADDITIONAL TERMS AND CONDITIONS

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4. BILLING

Vendor shall submit monthly financial invoices to DSSC/OCS, Administrative Assistant. The Department suggests that monthly disbursements be the same amount every month. Vendor may divide the total funding by 11 months to obtain the monthly disbursement amount. However, this is not a requirement, as wages, contractual services and other costs may vary each month. Expenses must be invoiced in specific cost categories as outlined in the Contract Budget. Vendor must not deplete their entire ERTH allocation prior to the expiration of the contract period. For a complete list of contract billing specifications please refer to the original bid solicitation document(s), Request for Proposal HSS-20-022.

5. PAYMENT

Vendor shall submit monthly financial invoices to Delaware in sufficient detail to support the services provided during the previous month. Delaware agrees to pay those invoices within thirty (30) days of receipt. Vendor shall not be reimbursed for costs that exceed a budget cost category by more than 10% of the contract budget without written approval from the ETH Contract Manager.

6. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **HSS-20-022** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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. 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.
- d. 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>.