



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

March 1, 2020

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

FROM: ROBERT SCOGLIETTI  
DIRECTOR OF POLICY AND EXTERNAL AFFAIRS  
(302) 672 5103

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. OMB-PFS001**  
**Pay For Success Intermediary Services**

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## KEY CONTRACT INFORMATION

### 1. AGENCY USE CONTRACT

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Title 29, Chapter 6904(e) Delaware Code. If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

### 2. CONTRACT PERIOD

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Each contractor's contract shall be valid from March 1, 2020 through December 31, 2025.

### 3. VENDORS

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#### **Social Finance (FSF Vendor No. 0000543897)**

10 Milk St., Suite 1010

Boston, MA 02108

Jake Segal

[jsegal@socialfinance.org](mailto:jsegal@socialfinance.org)

(617) 939-9900 x47

### 4. PRICING

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Price are dependent on the Phase of the contract as defined by the Scope of Services and may be subject to future modification.

Please refer to the state contact identified for any questions.

## ADDITIONAL TERMS AND CONDITIONS

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### 5. PRIOR PUBLIC ANNOUNCEMENT / CHANGE TO CONTRACT NUMBER

The original solicitation that was publicly available for vendor consideration was identified as Contract No. OMB19484- PFSINTERMED and titled as Pay For Success Intermediary Services. The resulting contract signed between the parties was modified to OMB-PFS001, and all future documentation will reflect the new naming convention.

### 6. 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.

## **7. PURCHASE ORDERS**

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number OMB-PFS001 on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

## **8. 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.

## **9. 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.

## **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) 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.

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- 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>.