STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

State of Delaware

MARKETING, PUBLIC RELATION SERVICES, ADVERTISING and MEDIA BUYING

Request for Proposal

Contract No. GSS14638-MARKET_ADV

August 1, 2014

- Deadline to Respond -
September 11, 2014
1:00 PM (Local Time)

Non-Mandatory Pre-Bid Meeting will be held on August 12, 2014 at 1:00 PM (Local Time).

Location
Government Support Services
100 Enterprise Place / Ste. 4
Dover, DE 19904

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

CONTRACT NO. GSS14638-MARKET_ADV

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for MARKETING, PUBLIC RELATION SERVICES, ADVERTISING and MEDIA BUYING. The proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO. GSS14638-MARKET_ADV

I. Introduction
II. Scope of Work
III. Format For Proposal
IV. Proposal Evaluation Procedures
V. Mandatory Pre-Bid Meeting
VI. Definitions and General Provisions
VII. Proposal Reply Section
   a. Attachment 1 – No Proposal Reply Form
   b. Attachment 2 – Non-Collusion Statement
   c. Attachment 3 – Exceptions
   d. Attachment 4 – Company Profile and Capabilities
   e. Attachment 5 – Confidentiality and Proprietary Information
   f. Attachment 6 – Business References
   g. Attachment 7 – Subcontractor Information Form
   h. Attachment 8 – Monthly Usage Report
   i. Attachment 9 – Subcontracting (2nd tier spend) Report
   j. Attachment 10 – Office of Supplier Diversity Certification Application
   k. Attachment 11 – Bond Form (Waived)
   l. Attachment 12 – Contractor Confidentiality and Integrity of Data Agreement
   m. Attachment 13 – DTI and GIC Enterprise Standards and Policies Acknowledgement
   n. Attachment 14 - GSS14638-MARKET_ADV BUDGET SUMMARY SHEET
   o. Attachment 15 – Vendor Specialty Checklist
   p. Attachment 16 - Mandatory Bid Submission Checklist
   q. Appendix A – Scope of Work/Specifications
   r. Appendix B – Pricing Form(s) and Instructions (see MS Excel spreadsheet)

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number and vendor name by **September 11, 2014**, 1:00 pm (Local Time) to be considered.

Proposals must be mailed to:

State of Delaware
Government Support Services
Contracting Section
100 Enterprise Place, Suite 4
Dover, DE 19904-8202

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal (RFP). Should you need additional information, please call Rebecca Lovin at 302-857-4558 or email Rebecca.Lovin@state.de.us.

I. INTRODUCTION

A. PURPOSE

The purpose of this Request for Proposal is to obtain sealed proposals MARKETING, PUBLIC RELATION SERVICES, ADVERTISING and MEDIA BUYING. The State of Delaware has a need to engage the services of Vendors that provide Marketing, Intricate Web Design, Media Buying, Social Media, Planning and Execution of Advertising and Public Relation Services. By using services listed herein, Agencies will be provided creative expertise, account services, placement and production to promote State of Delaware programs and functions. Through this process, the State of Delaware seeks to achieve best-in-class for all classes listed in conjunction with competitive pricing/cost. Government Support Services intends to work in partnership with vendors to improve service levels on a continuous basis, and to redefine demand, thereby eliminating unnecessary expenses. In turn, the Division expects its vendors to strive to reduce their own operating costs and to offer competitive pricing with a high standard of service.

It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract to implement MARKETING, PUBLIC RELATION SERVICES, ADVERTIUSING and MEDIA BUYING as stated above.

Statewide Central Contract Precedence
Government Support Services shall provide graphics and printing services, including but not limited to printing, duplicating, photography and photocopying, to all state agencies (Ref. 29 Delaware Code § 6308A(i)). Simple design services applicable to contract GSS13483-DESIGN_LAY for Design and Layout Services and all state-wide printing encompassed under contract GSS13484-OUTPRINT for Outsource Printing Services will require a Work Order number from the State of Delaware Printing and Publishing Office and are not included in the scope of this RFP.

Pre-Existing Contracts Specific to an Agency
Pre-Existing marketing, public relations, advertising, and media buying contracts are valid through the current term expiration. Prior to extension or re-bid, this contract takes precedence as the Statewide Central contract and waiver from this contract will be considered on a case-by-case basis.

Where applicable and warranted the Director reserves the right to approve an Agency's bid for individual requirements separate from any contract(s) resulting from this bid if deemed to be in the State's best interest.

1. COMPETITIVE SEALED PROPOSAL

It has been determined by Director, Government Support Services, pursuant to **Delaware Code Title 29, Chapter 6924 (a)** that this solicitation be offered as a request for competitive sealed proposals because the use of competitive sealed bidding is not practical and/or not in the best interest of the State. The use of competitive sealed proposals is necessary to:

- Use a contract other than a fixed-price type; or
- Conduct oral or written discussions with vendors concerning technical and price aspects of their proposals; or
- Afford vendors an opportunity to revise their proposals through best and final offers; or
- Compare the different price, quality and contractual factors of the proposals submitted; or
- Award a contract in which price is not the determining factor.

2. CONTRACT REQUIREMENTS

This contract will be issued to cover the MARKETING, PUBLIC RELATION SERVICES, ADVERTISING and MEDIA BUYING requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

3. MANDATORY USE CONTRACT

REF: Title 29, Chapter 6911(d) Delaware Code. All Covered Agencies as defined in 29 Del. C. §6902(6) 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, school districts, and the Legislative Branch are specifically exempted from the requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 Del. C. §6904(l) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Request for Proposals.

4. COOPERATIVE USE OF AWARD

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

5. MULTIPLE SOURCE AWARD

The Agency reserves the right to award this contract to more than one vendor pursuant to 29 Del.C. §6926. Government Support Services reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

6. CONTRACT PERIOD

Each Vendor's contract shall be valid for a **three (3)** year period from **December 1, 2014** to **November 30, 2017**. Each contract may be renewed for **two (2) 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.

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed. In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, Government Support Services reserves the right to extend the contract. If exercised, the extension shall be for a reasonable period of time as mutually agreed to by the state and the Contractor at the same terms, conditions, provision, and pricing in order to complete the procurement process and to transition to the new contract.

B. KEY RFP DATES/MILESTONES

The following dates and milestones apply to this RFP and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid proposal and award process.

Activity	Due Date
RFP Availability to Vendors	August 1, 2014
Non-Mandatory Pre-bid Conference	August 12, 2014
Written Questions Due No Later Than (NLT)	August 19, 2014
Written Answers Due/Posted to Website NLT	August 29, 2014
Proposals Due NLT	**September 11, 2014, 1:00 pm Local Time**
Public Proposal Opening	**September 11, 2014, 1:00 pm Local Time**
Proposal Evaluation/Oral Presentations as required	Vendors will be notified as applicable.
Contract Award	Will occur within 90 days of bid opening

C. INQUIRIES & QUESTIONS

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Request for Proposal.

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by **August 19, 2014**. All questions will be answered in writing by **August 29, 2014** and posted on http://bids.delaware.gov/ website. All questions must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

D. RFP DESIGNATED CONTACT

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Rebecca Lovin
State of Delaware
Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904-8202

or

Rebecca.Lovin@state.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

E. CONTACT WITH STATE EMPLOYEE

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

II. SCOPE OF WORK

A. OVERVIEW

The Vendor(s) shall provide all equipment, materials and labor to supplement the State of Delaware's need for MARKETING, PUBLIC RELATION SERVICES, ADVERTISING and MEDIA BUYING as described herein. The contract will require the Vendor(s) to cooperate with the ordering agency to insure the State receives the most current state-of-the-art material and/or services.

B. BACKGROUND

It is the intention of the State of Delaware to establish a contract to satisfy the needs of State agencies, municipalities and fire departments in the purchase of MARKETING, PUBLIC RELATION SERVICES, ADVERTISING and MEDIA BUYING.

C. STATEMENT OF NEEDS

The purpose of this Contract is to support the **as-needed purchases** of MARKETING, PUBLIC RELATION SERVICES, ADVERTISING and MEDIA BUYING as described herein for State of Delaware Agencies, Municipalities, School Districts and Fire Departments.

Agencies with internal resources specifically dedicated to managing Social Media, Media Buying, Advertising, Public Relations and Marketing Services without the need of contractual services may opt to continue direct management of these functions.

D. DETAILED REQUIREMENTS

Offerors may choose to bid on all or some service categories. For each service category proposal submitted, offerors proposal must respond to each and every requirement outlined in the RFP in order to be considered responsive. Proposals must be clear and concise.

The technical requirements of this RFP are stated in Appendix A. Vendors must provide pricing for the items listed in the Excel Spreadsheet, Appendix B.

III. FORMAT FOR PROPOSAL

A. INTRODUCTION

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each Vendor must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

B. PROPOSAL RESPONSE

The Request for Proposal may contain pre-printed forms for use by the vendor in submitting its proposal. The forms required by this solicitation shall be considered mandatory, prevailing documents.

When preprinted forms are used, the forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, as applicable.

The Vendor's proposal shall be written in ink or typewritten on the form provided, and any corrections or erasures MUST be initialed by vendor's representative completing the bid submission.

If items are listed with a zero quantity, Vendor shall state unit price ONLY (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

Vendors' proposal must respond to each and every requirement outlined in the RFP criteria in order to be considered responsive. Proposals must be clear and concise.

C. NON-CONFORMING PROPOSALS

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

D. CONCISE PROPOSALS

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

E. COVER LETTER

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Vendor's ability to provide the services specified in the RFP. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with Government Support Services.

F. TABLE OF CONTENTS

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

G. DESCRIPTION OF SERVICES AND QUALIFICATIONS

Each proposal must contain a detailed description of how the Vendor will provide the goods and services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Vendor will provide that are not mentioned in this RFP.

H. DISCOUNT

Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated into unit bid price(s).

I. SAMPLES OR BROCHURES

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

J. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

K. BID BOND REQUIREMENT

Bid Bond Waived.

L. PERFORMANCE BOND REQUIREMENT

Performance Bond Waived.

M. NUMBER OF COPIES WITH MAILING OF PROPOSAL

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with **two (2)** paper copies and **two (2)** electronic copies on CD/DVD media disks or USB's. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring a vendor signature. The remaining copies do not require original signatures. CD/DVD media disks or USB's must also contain the completed Appendix B Excel sheets, in **active** Excel format.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **1:00 PM** (Local Time) on **September 11, 2014**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

State of Delaware
Government Support Services
Contracting Section
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Attn: Rebecca Lovin

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **1:00 PM** (Local Time) on **September 11, 2014**. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

The State reserves the right to award the proposed contract to multiple Vendors if the Head of the Agency determines that such an award is in the best interest of the State.

N. PROPOSAL EXPIRATION DATE

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through the initial contract term. Delaware reserves the right to ask for an extension of time if needed.

O. WITHDRAWAL OF PROPOSALS

A Vendor may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

P. PROPOSAL MODIFICATIONS

Any changes, amendments or modifications to a submitted proposal requires that the original proposal be withdrawn, **prior** to the time set for the submission of the proposal, and a new proposal submitted **prior** to the deadline for submission of proposals.

Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

Q. LATE PROPOSALS

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

R. ADDENDA TO THE REQUEST FOR PROPOSAL (RFP)

If it becomes necessary to revise any part of this RFP, revisions will be posted at http://bids.delaware.gov/ . By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Request for Proposal.

S. INCURRED EXPENSES

The State will **not** be responsible for any expenses incurred by the Vendor in preparing and submitting a proposal.

T. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Vendor's offer to meet the requirements of the RFP.

U. DISCREPANCIES AND OMISSIONS

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

V. EXCEPTIONS

Vendors may elect to take minor exception to the specifications, terms and conditions of this RFP by completing Attachment 3. All exceptions **must** be listed on Attachment 3. Exceptions listed elsewhere in a Vendor's proposal will not be considered. Government Support Services will evaluate each exception according to the intent of the terms and conditions contained herein, but shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of Vendors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening. If the Vendor is taking no exceptions, respond accordingly on Attachment 3.

W. BUSINESS REFERENCES

Business references are to be provided via Attachment 6.

X. DOCUMENT(S) EXECUTION

All vendors must complete and submit with its proposal the non-collusion statement that is enclosed with this Request for Proposal labeled as Attachment 2. The awarded vendor(s) will be presented with the contract form for signature and seal, if appropriate. Both of these documents shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with Government Support Services.

The State of Delaware requires completion of the Delaware Substitute Form W-9 to make payments to vendors. Successful completion of this form enables the creation of a State of Delaware vendor record. The Taxpayer ID (SSN or EIN) and Applicant (vendor) name are submitted to the Internal Revenue Service for "matching." If the Taxpayer ID and name do not match, the vendor record cannot be approved.

It is the applicant's responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services.
Any questions about completing this form or specific comments about a form that you have submitted, please contact vendor services by phone at 302-672-5000.

Y. SUBCONTRACTS

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal using Attachment 7.

Z. CONFIDENTIALITY

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain Attachment 5 describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C*. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

If the Vendor does not have any documents it declares confidential or proprietary, Attachment 5 should be completed by checking the appropriate box found at the top of the attachment.

AA. ATTACHMENTS

a. Attachment 1 – No Proposal Reply Form
b. Attachment 2 – Non-Collusion Statement
c. Attachment 3 – Exceptions
d. Attachment 4 – Company Profile and Capabilities
e. Attachment 5 – Confidentiality and Proprietary Information
f. Attachment 6 – Business References
g. Attachment 7 – Subcontractor Information Form
h. Attachment 8 – Monthly Usage Report
i. Attachment 9 – Subcontracting (2nd tier spend) Report
j. Attachment 10 – Office of Supplier Diversity Certification Application
k. Attachment 11 – Bond Form (Waived)
l. Attachment 12 – Contractor Confidentiality and Integrity of Data Agreement

m. Attachment 13 - DTI and GIC Enterprise Standards and Policies Acknowledgement
n. Attachment 14 - GSS14638-MARKET_ADV BUDGET SUMMARY SHEET
o. Attachment 15 – Vendor Specialty Checklist
p. Attachment 16 - Mandatory Bid Submission Checklist
q. Appendix A – Scope of Work/Specifications
r. Appendix B – Pricing Form(s) and Instructions (see MS Excel spreadsheet)

IV. PROPOSAL EVALUATION PROCEDURES

A. GENERAL ADMINISTRATION

1. STATE'S RIGHT TO REJECT PROPOSALS

Government Support Services reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever is determined to be the most advantageous to the State of Delaware. Vendors submitting proposals may be afforded an opportunity for discussion. Vendors may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with responsible Vendors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing Vendors during the negotiation process.

2. STATE'S RIGHT TO CANCEL SOLICITATION

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

3. FORMAL CONTRACT AND/OR PURCHASE ORDER

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call, fax or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

4. DELIVERY OF PROPOSALS

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the Vendor as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address stated in this RFP. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the applicable addresses also stated in this RFP. All bids must clearly display the bid number on the envelope.

State of Delaware
Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Attn: Rebecca Lovin

All proposals will be accepted at the time and place set in the RFP. Vendor bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

5. PUBLIC OPENING OF PROPOSALS

The proposals shall be publicly opened at the time and place specified by the Agency. Vendors or their authorized representatives are invited to be present.

Only the vendor's name and address will be read aloud during the bid opening process.

6. DISQUALIFICATION OF VENDORS

Any one or more of the following causes may be considered as sufficient for the disqualification of a vendor and the rejection of its proposal or proposals:

a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.

b. Evidence of collusion among vendors.

c. Unsatisfactory performance record as evidenced by past experience with the State of Delaware or on a State of Delaware central contract.

d. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last 10 years.

e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.

f. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

g. Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.

7. AUTHORITY OF AGENCY

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

8. OR EQUAL (PRODUCTS BY NAME)

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

B. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR

Government Support Services shall award this contract to the most responsible and responsive vendor who best meets the terms and conditions of the proposal.

1. Rejection of individual proposals. -- A proposal may be rejected for 1 or more of the following reasons:

a. The person responding to the solicitation is determined to be nonresponsive or non-responsible;
b. It is unacceptable;
c. The proposed price is unreasonable; or
d. It is otherwise not advantageous to the State.

2. Vendors whose proposals are rejected as non-responsive shall be notified in writing about the rejection.

3. Responsibility of vendors. -- It shall be determined whether a vendor is responsible before awarding a contract. Factors to be considered in determining if a vendor is responsible include:

a. The vendor's financial, physical, personnel or other resources, including subcontracts;
b. The vendor's record of performance and integrity;
c. Any record regarding any suspension or debarment;
d. Whether the vendor is qualified legally to contract with the State;
e. Whether the vendor supplied all necessary information concerning its responsibility; and

4. If a vendor is determined to be non-responsible, the vendor shall be informed in writing.

5. The State reserves the right to waive minor irregularities, or request additional information before determining the responsiveness of the Vendor. All Vendors will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

C. PROPOSAL EVALUATION COMMITTEE

The Proposal Evaluation Committee ("Committee") is comprised of representatives of the State of Delaware.

The Committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.

- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
    - Select more than one vendor pursuant to 29 Del. C. §6926. Such selection will be based on the following criteria:
        - Ability to select an alternative supplier based on agency budget constraints.
        - Vendor ability to meet all contract requirements.

Government Support Services reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

D. REQUIREMENTS OF THE VENDOR

The purpose of this section is to assist the Proposal Evaluation Committee to determine the ability of the organization to provide the materials and services described in the application. **The proposal response should contain at a minimum the following information:**

- Brief history of the organizations, including accreditation status, if applicable.
- Applicant's experience, if any, providing similar services. At least three references are required.
- Brief history of the subcontractor of the organization, if applicable. At least three references of subcontractor, if applicable.
- Financial information (balance sheets and income statements) for the past three years. Include background, balance sheets and income statements for the past three years **and/or** Dun & Bradstreet report
- Describe the methodology/approach used for this project including work plan and time line.
- Completed Appendix B.
- Choose one case study example and provide a MS Power Point presentation response showing campaign "pitch/outline" conducted by bidder that demonstrates its capacity to fulfill the scope of work requirements of a campaign. This presentation should adequately cover the goals in the case study and encompass the entirety of the agency promotion and goals.
    - Applicable vendors will be notified for required Oral presentations. Oral presentations will be based on bid proposal case study submission.
    - ***Not Applicable to Social Media and Media Buying only bids.***
- The proposal response should also contain the mandatory submission requirements listed in Attachment 16 and materials should be submitted in the sequence listed in Attachment 16 along with the completed checklist itself.

E. CRITERIA AND SCORING FOR *ADVERTISING SERVICES, MARKETING AND PUBLIC RELATIONS*.

	EVALUATION CRITERIA	
		POINTS
1.	The bidder's general approach and plans in meeting the requirements of this RFP. The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.	50
2.	The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.	60
3.	The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP. The availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidders contract management plan, including the bidder's contract organizational chart.	75
4.	As demonstrated in the case study submitted (via MS Power Point presentation) in the bidder's response to the RFP, the bidder's creativity and clarity expressed in visuals, messages, and media in relaying the information required to the target audience(s). This includes visual and verbal excellence, versatility, innovativeness, appropriateness, and overall appeal of the creative offering as it addressed the goal of the project. Entire scope of case study chosen should be addressed in the proposals MS Power Point presentation.	60
5.	Communicated ability to respond to firm deadlines and schedule changes in a timely manner.	50
6.	Listed primary equipment, software packages and operating systems that will be utilized on this contract.	15
7.	Extent to which the offeror agrees to the State's terms, conditions, and specifications without taking exception. Thoroughness and completeness of the proposal relative to the requirements.	15
8.	The price proposal/pricing structure or Total Proposed Cost.	75
	TOTAL SCORE	400

Case studies are not applicable for Social Media and Media Buying only bid submissions. Case Studies are a requirement for Advertising and Public Relations/Marketing bid submissions only.

Procurement Evaluation Committee members will assign up to the maximum number of points listed for each of the criteria listed above. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Proposal Evaluation Committee members.

F. CRITERIA AND SCORING FOR *SOCIAL MEDIA AND MEDIA BUYING*.

	EVALUATION CRITERIA	
		POINTS
1.	The bidder's general approach and plans in meeting the requirements of this RFP. The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.	50
2.	The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.	60
3.	The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP. The availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidders contract management plan, including the bidder's contract organizational chart.	75
4.	**Omitted** - Not applicable to social media & media buying	XX
5.	Communicated ability to respond to firm deadlines and schedule changes in a timely manner.	50
6.	Listed primary equipment, software packages and operating systems that will be utilized on this contract.	15
7.	Extent to which the offeror agrees to the State's terms, conditions, and specifications without taking exception. Thoroughness and completeness of the proposal relative to the requirements.	15
8.	The price proposal/pricing structure or Total Proposed Cost.	75
	TOTAL SCORE	340

Procurement Evaluation Committee members will assign up to the maximum number of points listed for each of the criteria listed above. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Proposal Evaluation Committee members.

G. BEST AND FINAL OFFERS

Once the proposals have been evaluated and negotiations have been held with the vendor(s) determined to be likely to receive an award, the Procurement Evaluation Committee issue a request for Best and Final Offers from the vendor(s).

H. REFERENCES

The Committee may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

I. ORAL PRESENTATIONS

Selected vendors may be invited to make oral presentations to the Committee. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and their presentation of their submitted proposal case study.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

Case studies are not applicable for Social Media and Media Buying only bid submissions. Oral Presentations are not required for Social Media and Media Buying only bid submissions. Case Studies and Oral Presentations are a requirement for Advertising and Public Relations/Marketing bid submissions only.

V. NON-MANDATORY PREBID MEETING

A non-mandatory pre-bid meeting has been established for this Request for Proposal, August 12, 2014, 1:00 p.m. local time

VI. DEFINITIONS AND GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each Request for Proposal. The requirement to furnish a bid bond and performance bond is applicable unless waived. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Vendors or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

A. DEFINITIONS: Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

BID INVITATION: The "invitation to bid" or "Request for Proposal" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

BOND: The approved form of security furnished by the Vendors and its surety as a guaranty of good faith on the part of the Vendor to execute the work in accordance with the terms of the contract.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

DESIGNATED OFFICIAL: The agent authorized to act for an Agency.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

OPPORTUNITY BUY: A special offer from a supplier that is usually associated with a limited time to respond.

PROPOSAL: The offer of the Vendor submitted on the approved form and setting forth the Vendor's prices for performing the work or supplying the material or equipment described in the specifications.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

RFP: Request for Proposal

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the Vendor's payments of all debts pertaining to and for its acceptable performance of the work for which he has contracted

VENDOR: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

VENDOR'S DEPOSIT: The security designated in the proposal to be furnished by the Vendor as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to it.

B. GENERAL PROVISIONS

1. INTERPRETATION OF ESTIMATES/QUANTITIES

a. Unless stated otherwise, the quantities given in the RFP are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.

b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

c. Pre-existing contracts of a similar nature may be found at http://contracts.delaware.gov.

2. SILENCE OF SPECIFICATIONS

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

3. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

The Vendor shall examine carefully the proposal and the contract forms for the material contemplated. The Vendor shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of any Special Provisions in the RFP

and the contract. The submission of a proposal shall be conclusive evidence that the Vendor has made examination of the aforementioned conditions.

4. PRICES QUOTED

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract. All prices quoted must be in U.S. Dollars.

All vendors that maintain a core list of products or services under this contract shall maintain the appropriate negotiated prices on their core list. Vendors shall routinely offer to add to the core list materiel that has been identified as necessary. The Vendors are expected to routinely update any changes to the core list with the appropriate discounts listed.

Any fixed adjustments to a core list must receive prior written approval from the State before a core list can be changed by the Vendor. Changes include but are not limited to the migration of items on and off the core list as well as any price adjustments from the original agreed upon pricing.

Robust agency campaigns will be quoted on a project specific basis. Per Section VI.B.16 of this RFP, the vendor may offer and the State may request a price reduction on core services or material. At no time will pricing exceed the maximum listed contract pricing.

Ordering Agencies may require the vendor to quote robust projects in a format that segregates costs by fiscal year and/or budget category. In such cases the Ordering Agency will communicate the required detail and provide budget codes if appropriate.

5. PUBLIC INSPECTION OF PROPOSALS

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 Del. C. Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

6. LAWS TO BE OBSERVED

The Vendor is presumed to know and shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Vendor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself , by its employees, or by its subcontractor (s).

7. SEVERABILITY

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

8. PERMITS AND LICENSES

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Vendor at its own expense.

9. PATENTED DEVICES, MATERIAL AND PROCESSES

a. The Vendor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.

b. The Vendor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

10. EMERGENCY TERMINATION OF CONTRACT

a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.

b. In the event the Vendor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

11. TAX EXEMPTION

a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.

b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Vendor. Each Vendor shall take its exemption into account in calculating its bid for its work.

12. INVOICING

After the awards are made, the agencies participating in the bid may forward their purchase orders ("P.O.") to the successful Vendor(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice and support documentation (Attachment 14 Budget Summary Sheet) from the vendor.

To ensure the integrity of all campaigns, the prime contractor (vendor) must, within 30 days of receipt of payment from the State, fulfill corresponding payment obligations to subcontractors.

13. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the Contractor agrees as follows:

a. The Contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any employee or applicant for employment with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The Contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

b. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other

forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin."

c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

14. PRICES

Prices and/or rates shall remain firm for the initial **three (3)** year term of the contract, unless further negotiations are deemed necessary by the State.

The pricing policy that you choose to submit must address the following concerns:

a. The structure must be clear, accountable and auditable.
b. It must cover the full spectrum of services required.
c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

Robust agency campaigns will be quoted on a project specific basis. Per Section VI.B.16. of this RFP, the vendor may offer and the State may request a price reduction on core services or material. At no time will pricing exceed the maximum listed contract pricing.

Ordering Agencies may require the vendor to quote robust projects in a format that segregates costs by fiscal year and / or budget category. In such cases the Ordering Agency will communicate the required detail and provide budget codes if appropriate.

15. COOPERATIVES

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

16. PRICE ADJUSTMENT

The Vendor is not prohibited from offering a price reduction on its services or material offered under the contract. The State is not prohibited from requesting a price reduction on those services or material during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this contract beyond the initial **three (3) year** period, Government Support Services shall have the option of offering a determined price adjustment that shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is

used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

17. SHIPPING TERMS

FOB Destination, freight prepaid.

18. INDEPENDENT CONTRACTORS

The parties to any contract from this solicitation shall be independent contractors to one another, and nothing herein shall be deemed to cause the agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

19. FUNDING OUT or NON-APPROPRIATION

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

20. MANDATORY INSURANCE REQUIREMENTS

As a part of the contract requirements, the Contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

a. Commercial General Liability - $1,000,000.00 per person/$3,000,000 per occurrence.

and

b. Medical/Professional Liability - $1,000,000.00 per person/$3,000,000 per occurrence.

or

c. Miscellaneous Errors and Omissions - $1,000,000.00 per person/$3,000,000 per occurrence.

or

d. Product Liability - $1,000,000.00 per person/$3,000,000 per occurrence.

and

e. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than $100,000 each person and $300,000 each accident as to bodily injury and $25,000 as to property damage to others.

and

f. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.

Before any work is done with the State, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the State. The certificate holder is as follows:

State of Delaware
Government Support Services
Contract # GSS14638-MARKET_ADV
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Note: The State of Delaware shall not be named as an additional insured.

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

21. STATE OF DELAWARE BUSINESS LICENSE

Prior to receiving an award, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: 302-577-8778. http://revenue.delaware.gov/services/BusServices.shtml

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

22. INDEMNIFICATION

a. **General Indemnification**: By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or part, to the State, its employees or agents.

b. **Proprietary Rights Indemnification**: Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the

State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively ""Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

1. Procure the right for the State of Delaware to continue using the Product(s);

2. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or

3. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

23. NON-PERFORMANCE

In the event the vendor does not fulfill its obligations under the terms, conditions, and requirements of the contract, the State may take appropriate action including, but not limited to, termination of purchase order, termination of contract, purchase of equivalent product or service 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.

24. 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.

25. VENDOR NON-ENTITLEMENT

State of Delaware Vendors for Materiel and for Services shall not have legal entitlement to utilize any Central Contract held by the State of Delaware. The Vendors may not seek business from another Vendors' Central Contract for the purpose of preparing a bid or proposal to the State of Delaware. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract unless they are considered a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code or otherwise permitted by law.

This is not a prohibition from any Vendor choosing to work with another Vendor who holds a State Central Contract for private business.

26. OPPORTUNITY BUYS

The Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a central contract. See http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_flowchart.pdf. The Director will afford any vendor on an existing central contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

27. I FOUND IT CHEAPER

Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any State employee or Vendor to identify a lower price for material and or services for consideration despite the existence of a central contract. See http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_found_cheaper_flowchart.pdf. The Director will afford any Vendor on an existing central contact an opportunity to match or to beat the I Found It Cheaper suggestion and if not matched or beaten, approve the purchase via a waiver.

28. REQUIRED REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels, if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (Attachment 8) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to vendorusage@state.de.us . Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, including the six-digit department and organization code, quantities procured and prices paid. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Orders 14 and 29 – Increasing Supplier Diversity Initiatives within State Government and Ensuring Representation of Veteran-Owned Businesses (VOBE) including Service Disabled Veteran Owned Businesses (SDVOBE), the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority,

women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Attachment 9.

Accurate 2nd Tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

29. ORDERING PROCEDURE

Successful Vendors 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. Depending on the nature and scope of the event, each State agency or other governmental entity shall be responsible for contacting the awarded vendor directly for all required resources. All consumables delivered by the Vendor and received by a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, fax or computer on-line systems.

30. BILLING

The Vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number. The Vendor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

The Vendor is required to provide support documentation (Attachment 14 Budget Summary Sheet) with all billing documents.

Agencies will make every effort to achieve available discount opportunities under this contract. Vendors shall be required to report semi-annually opportunities to enhance the discounts achieved.

31. METHOD OF PAYMENT

a. For each P.O. issued as part of this contract, the State will pay Vendor monthly, within thirty (30) days of receipt of the Vendor's billing, the amount which is legitimately earned by the Vendor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Vendor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

b. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.

c. The agencies or school districts using this award will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or

maximum limits on any P-Card transaction under the contract. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ ACI or check. Should a Vendor wish to provide a financial incentive to not process payment by P-Card in their proposal, they are to prepare their proposals to clearly outline any incentives for alternative payment methods the Vendor is willing to accept.

32. PRODUCT SUBSTITUTION

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the Agency to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

If a substitution is granted by the state, the Vendor must update its core list and maintain said list in a timely manner.

33. SCHEDULE FOR PERFORMANCE OF WORK

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term "reasonable". If the Vendor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

34. VENDOR RESPONSIBILITY

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or a subcontractor provided it. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 7.

35. VENDOR- OWNED RENTAL EQUIPMENT AND SUPPLIES REMOVAL

The awarded Vendor shall remove all rental equipment and supplies from the event location (s) no later than an agreed to date once all contract obligations by the Vendor have been met.

36. ENVIRONMENTAL PROCUREMENT REQUIREMENTS

Energy Star - If applicable, the Vendor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Vendor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.

Vendors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).

Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award. The State Environmental Procurement Policies may be found: http://gss.omb.delaware.gov/contracting/documents/agencyboilers/espp.pdf.

37. PERSONNEL/EQUIPMENT/SERVICES

a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.

b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

c. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those identified in Attachment 7 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 7 must be approved in writing by the State.

38. MINIMUM WAGE RATES

Work performed under this solicitation may fall under the State of Delaware Minimum Wage Rates or the Delaware Prevailing Wage rates. Prior to issuing a purchase order, the ordering agencies must obtain from the Department of Labor a determination if prevailing wage applies to the project and, if appropriate, what the applicable prevailing wage rates would be for the work to be performed. No work shall proceed without a determination by the Department of Labor. Request for prevailing wage certification can be found at: http://dia.delawareworks.com/labor-law/prevailing-wage.php.

39. PREVAILING WAGE

The prevailing wage law, 29 Del.C.§6960, is enforced by the Department of Labor and states that the specifications for every contract or aggregate of contracts relating to a public works project in excess of $100,000 for new construction (including painting and decorating) or $15,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of building or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed.

40. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

As a central contract, the contract resulting from this RFP shall include individual orders from state agencies and other entities authorized by law to procure from this contract. The individual orders may be terminated as follows:

a. **Termination for Cause**: If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.

b. **Termination for Convenience**: The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.

c. **Termination for Non-Appropriations**: In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

41. TERMINATION OF CONTRACT

As a central contract, the contract resulting from this RFP may be terminated as follows by Government Support Services.

a. **Termination for Cause**: If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

b. **Termination for Convenience**: The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

c. **Termination for Non-Appropriations**: In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

42. CHANGES

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between the Agency and the Vendor shall be incorporated in written amendments to the Purchase Order or contract.

43. INTEREST OF VENDOR

The Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Vendor further covenants, that in the performance of this contract, no person having any such interest shall be employed.

44. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country *unless directly requested by the State of Delaware by use of this contract.* The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the Vendor for anything other than their intended purpose under this Contract. The Vendor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

45. RIGHTS AND OBLIGATIONS

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project.

46. ASSIGNMENT OF ANTITRUST CLAIMS

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired for the State pursuant to this contract.

47. TESTING AND INSPECTION

The State of Delaware reserves the right to conduct any test or inspection it may deem necessary to

insure equipment, materials and services conform to contract requirements.

48. COVENANT AGAINST CONTINGENT FEES

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

49. GRATUITIES

a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and

b. In the event this contract is terminated pursuant to subparagraph “a”, the State shall be entitled (i) to pursue the same remedies against the Vendor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

50. AFFIRMATION

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

51. AUDIT ACCESS TO RECORDS

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

52. REMEDIES

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Vendor arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

53. AMENDMENTS

This contract may be amended, in writing, by mutual agreement of the successful vendor and Government Support Services.

54. SUBCONTRACTS

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal (Attachment 7) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The Vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The Vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

The vendor is advised not to incur and financial obligation to a subcontractor prior to receipt of an approved purchase order.

To ensure the integrity of all campaigns, the prime contractor (vendor) must, within 30 days of receipt of payment from the State, fulfill corresponding payment obligations to subcontractors.

55. 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 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.

56. CONTRACT DOCUMENTS

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any Vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instruction

57. ASSIGNMENT

This contract shall not be assigned except by express prior written consent from the Agency.

58. NOTICE

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

State of Delaware
Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904-8202

59. VENDOR EMERGENCY RESPONSE POINT OF CONTACT

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan dated November 2009 or in the event of a local emergency or disaster where a governmental entity other than a State Agency requires the services of the vendor. Failure to provide this information could render the proposal as non-

responsive.

60. DISCLOSURE STATEMENT:

Disclosure Statement: Prior to beginning work under this contract, and during the term of the contract, awarded vendors will be required to disclose any contractual engagements that could potentially cause conflict with any of the above areas. *For example, promotion of cigarette branding and sales for another customer may conflict with State of Delaware Tobacco Cessation programs.* **This statement is applicable to Advertising and Public Relations and Marketing awarded vendors only.**

C. AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF PROPOSALS

The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to seek new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. MATERIAL GUARANTY

Before any contract is awarded, the successful Vendor may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. AWARD OF CONTRACT

Within ninety (90) days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. EXECUTION OF CONTRACT

The Vendor (s) to whom the award is made shall execute a formal contract within twenty (20) days after date of official notice of the award of the contract.

5. WARRANTY

The successful Vendor(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

6. THE CONTRACT(S)

The contract(s) with the successful Vendor(s) will be executed with Government Support Services acting for all participating governmental entities.

7. INFORMATION REQUIREMENT

The successful Vendor's shall be required to advise and provide Government Support Services of the gross costs associated with this contract.

VII. PROPOSAL REPLY SECTION for CONTRACT NO. GSS14638-MARKET_ADV

MARKETING, PUBLIC RELATION SERVICES, ADVERTISING and MEDIA BUYING

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the contract number to the State of Delaware, Government Support Services **by September 11, 2014,** at 1:00 pm (Local Time) at which time bids will be opened.

A non-mandatory pre-bid meeting has been scheduled for **August 12, 2014** at 1:00 pm (Local Time). ***This is a non-mandatory meeting; however it is highly recommended that perspective offerors attend.***

Pre-bid Meeting Location
Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904-8202

Proposals must be mailed to:

State of Delaware
Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904-8202

PUBLIC PROPOSAL OPENINGS

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the Vendor(s), not to serve as a forum for determining the apparent low Vendors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

After receipt of a fully executed contract(s), the Delaware public and all Vendors are invited to make an appointment with the agency in order to review pricing and other non-confidential information.

NOTE: ONLY THE VENDOR'S NAME AND ADDRESS WILL BE READ AT THE OPENING

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment 1

NO PROPOSAL REPLY FORM

Contract No.: **GSS14638-MARKET_ADV** Contract Title: **MARKETING, PUBLIC RELATION SERVICES, ADVERTISING and MEDIA BUYING**

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

_____ 1. We do not wish to participate in the proposal process.

_____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

_____

_____

_____ 3. We do not feel we can be competitive.

_____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.

_____ 5. We do not wish to sell to the State. Our objections are:

_____

_____

_____ 6. We do not sell the items/services on which Proposals are requested.

_____ 7. Other:_____

_____

_____ _____
FIRM NAME SIGNATURE

_____ We wish to remain on the Vendor's List **for these goods or services**.

_____ We wish to be deleted from the Vendor's List **for these goods or services**.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment 2

CONTRACT NO.: GSS14638-MARKET_ADV **TITLE: MARKETING, PUBLIC RELATION SERVICES, ADVERTISING and MEDIA BUYING**

DEADLINE TO RESPOND: September 11, 2014, 1:00 pm (Local Time)

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal**, and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Office of Management and Budget, Government Support Services.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Office of Management and Budget, Government Support Services.

	Corporation
	Partnership
	Individual

COMPANY NAME _____ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER_____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE LICENSE NUMBER_____

COMPANY CLASSIFICATIONS: CERT. NO.: _____	Certification type(s)	Circle all that apply	
	Minority Business Enterprise (MBE)	Yes	No
	Woman Business Enterprise (WBE)	Yes	No
	Disadvantaged Business Enterprise (DBE)	Yes	No
	Veteran Owned Business Enterprise (VOBE)	Yes	No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?
YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment 3

Contract No.: **GSS14638-MARKET_ADV**
Contract Name: **MARKETING, PUBLIC RELATIONS SERVICES, ADVERTISING and MEDIA BUYING**

EXCEPTIONS FORM

Proposals must include all exceptions to the specifications, terms or conditions contained in this RFP. If the vendor is submitting the proposal without exceptions, please state so below.

☐ By checking this box, the Vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in this RFP.

Paragraph # and page #	Exceptions to Specifications, terms or conditions	Proposed Alternative

Note: Use additional pages in a similar format as necessary.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment 4

Contract No.: **GSS14638-MARKET_ADV**
Contract Name: **MARKETING, PUBLIC RELATIONS SERVICES, ADVERTISING and MEDIA BUYING**

COMPANY PROFILE & CAPABILITIES FORM

Suppliers are required to provide a reply to each question listed below. Your replies will aid the evaluation committee as part of the overall qualitative evaluation criteria of this Request for Proposal. Your responses should contain sufficient information about your company so evaluators have a clear understanding of your company's background and capabilities. Failure to respond to any of these questions may result in your proposal being determined to be non-responsive.

1.	
	Describe experience in working with engagements that depend upon strategic positioning and developing/growing brands.

2.	
	Describe experience in working with engagements for defined and/or specialized target markets.

3.	
	Business locations are to be submitted for corporate or regional offices throughout the central East coast inclusive of Delaware. Bidder's should state the length of time the office(s) have been open, and the number of full-time equivalent (FTE) employees working at the office since 2010.

4.	
	Years in the industry - state the number of years in the business of New media, Marketing, Advertising, Public Relation Services, Media Buying, Social Media and/or Event Planning <u>based on what services you are submitting for proposal under this contract</u>: briefly define the scope of services performed during this time. Bidder may give examples of landmark work in this section. If history is robust, a table format is encouraged.

5.	
	Firm Profile – provide brief firm profile outlining the Bidder's overall operations, related to the services offered under this solicitation. Provide a brief history of your organization in a manner that will support your organization's ability to successfully meet the requirements of this RFP.

6.	
	Current Contracts – State the number of contractual agreements that the Bidder currently has in place, as well as previous contracts with government entities.

7.	
	Person(s) to be the Bidder's primary Manager of an awarded contract – with following information, as appropriate: 1) business experience related to this solicitation; 2) academic degree(s) of individual beyond high school, institution granting degree, date degree conferred; 3) experience with billing issues / negotiation experience with contracts for services offorer is submitting for proposal.
8.	
	List any past and / or pending litigation or disputes relating to the services described herein with which you company has been involved within the past five (5) years and identify any awarded contracts your company has terminated as a result of litigation or dispute. For any applicable occurrence list the company's name and the term of the contract. For occurrences resulting in contract termination, provide an explanation as to why the contract was terminated.
9.	
	Outline a detailed plan to provide continued service and support to the State and Eligible Users in the event your company goes out of business, merges with another company, is acquired by another company, etc.
10.	
	What is your organization's main line of business?
11.	
	How would the award of any/all of this contract affect staffing?
12.	
	Please describe your conflict resolution process workflow for the following areas: billing, customer service, management and flow of project completion
13.	
	Can your company respond to customer inquiries within 24 hours?
14.	
	What is your average timeframe for providing quotes for services?

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment 5

Contract No.: **GSS14638-MARKET_ADV**
Contract Name: **MARKETING, PUBLIC RELATIONS SERVICES, ADVERTISING and MEDIA BUYING**

CONFIDENTIALITY FORM

☐ By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

Confidentiality and Proprietary Information

Note: Add additional pages in a similar format as needed.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment 6

Contract No.: **GSS14638-MARKET_ADV**
Contract Name: **MARKETING, PUBLIC RELATIONS SERVICES, ADVERTISING and MEDIA BUYING**

BUSINESS REFERENCES FORM

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

1.

Contact Name & Title:	
Business Name:	
Address:	
Email:	
Phone # / Fax #:	
Current Vendor (YES or NO):	
Years Associated & Type of Work Performed:	

2.

Contact Name & Title:	
Business Name:	
Address:	
Email:	
Phone # / Fax #:	
Current Vendor (YES or NO):	
Years Associated & Type of Work Performed:	

3.

Contact Name & Title:	
Business Name:	
Address:	
Email:	
Phone # / Fax #:	
Current Vendor (YES or NO):	
Years Associated & Type of Work Performed:	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment 7

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. GSS14638-MARKET_ADV	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise ☐ Yes ☐ No 4e. Minority Business Enterprise ☐ Yes ☐ No 4f. Disadvantaged Business Enterprise ☐ Yes ☐ No 4g. Veteran Owned Business Enterprise ☐ Yes ☐ No 4h. Service Disabled Veteran Owned Business Enterprise ☐ Yes ☐ No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		

6a. NAME OF PERSON SIGNING	7. BY (*Signature)*	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		

PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (*Signature*)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

* Use a separate form for each subcontractor

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment 8

State of Delaware

Monthly Usage Report

Supplier Name:		Insert Contract No.	**Report Start Date:**		
Contact Name:			**Report End Date:**		
Contact Phone:			**Today's Date:**		

Agency Name or School District	Division or Name of School	Budget Code	UNSPSC	Item Description	Contract Item Number	Unit of Measure	Qty	Environmentally Preferred Product or Service Y N	Additional Discount Granted	Contract Proposal Price/Rate	Total Spend
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorusage@state.de.us

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment 9

State of Delaware

Subcontracting (2nd tier) Quarterly Report

Prime Name:							**Report Start Date:**											
Contract Name/Number							**Report End Date:**											
Contact Name:							**Today's Date:**											
Contact Phone:							*Minimum Required		Requested detail									
Vendor Name*	**Vendor TaxID***	**Contract Name/ Number***	**Vendor Contact Name***	**Vendor Contact Phone***	**Report Start Date***	**Report End Date***	**Amount Paid to Subcontractor***	**Work Performed by Subcontractor UNSPSC**	**M/WBE Certifying Agency**	**Veteran/Service Disabled Veteran Certifying Agency**	**2nd tier Supplier Name**	**2nd tier Supplier Address**	**2nd tier Supplier Phone Number**	**2nd tier Supplier email**	**Description of Work Performed**	**2nd tier Supplier Tax Id**	**Date Paid**	

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorusage@state.de.us

Attachment 10

State of Delaware

Office of Supplier Diversity
Certification Application

The most recent application can be downloaded from the following site:
http://gss.omb.delaware.gov/osd/certify.shtml

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.

Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@state.de.us
Web site: http://gss.omb.delaware.gov/osd/index.shtml

THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.
NO BID RESPONSE PACKAGES WILL BE ACCEPTED BY THE OSD.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment 11

BOND HAS BEEN WAIVED

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment 12

State of Delaware
DEPARTMENT OF TECHNOLOGY AND INFORMATION
William Penn Building
801 Silver Lake Boulevard
Dover, Delaware 19904

Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement
The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

I/we, as an employee(s) of _____ or officer of my firm, when performing work for the Department of Technology and Information, understand that I/we act as an extension of DTI and therefore I/we are responsible for safeguarding the States' data and computer files as indicated above. I/we will not use, disclose, or modify State data or State computer files without the written knowledge and written authorization of DTI. Furthermore, I/we understand that I/we are to take all necessary precautions to prevent unauthorized use, disclosure, or modification of State computer files, and I/we should alert my immediate supervisor of any situation which might result in, or create the appearance of, unauthorized use, disclosure or modification of State data.
Penalty for unauthorized use, unauthorized modification of data files, or disclosure of any confidential information may mean the loss of my position and benefits, and prosecution under applicable State or Federal law.
This statement applies to the undersigned Contractor and to any others working under the Contractor's direction.
I, the Undersigned, hereby affirm that I have read DTI's Policy on Confidentiality (Non-Disclosure) and Integrity of Data and understood the terms of the above Confidentiality (Non-Disclosure) and Integrity of Data Agreement, and that I/we agree to abide by the terms above.

Contractor Signature_____

Date: _____

Contractor Name: _____

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment 13

DTI and GIC Enterprise Standards and Policies Acknowledgement

The State of Delaware Department of Technology and Information (DTI) and the Government Information Center (GIC) have acceptable use standards and policies that could be utilized during the term of this contract. The vendor must acknowledge these standards by reviewing the link herein and by signing the acknowledgement below. The vendor, if awarded, would work with the agency on specific statewide policies on an as-required basis dependent upon the agency project needs. It is the responsibility of the using Agency to ensure the vendor is approved and is adhering to State of Delaware DTI and GIC processes and guidelines as applicable to the project scope.

Click to review listed State of Delaware Enterprise Standards and Policies.

1. Access Standards
2. Application Standards
3. Architecture
4. Information
5. Network
6. Other
7. Platform
8. Privacy
9. Security
10. System Management

I, the Undersigned, hereby affirm that I have read the above State of Delaware Enterprise Standards and Policies and understand that these standards and policies will require vendor adherence if applicable to agency project scope under this contract.

Contractor Signature_____

Date: _____

Contractor Name: _____

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

ATTACHMENT 14

GSS14638-MARKET_ADV BUDGET QUOTATION SHEET

(Shall be used for all quotes provided to ordering Agencies under this contract*. If line is Not Applicable, put "N/A")

QUOTE # _____ DATE:_____

LABOR

	Job Title	Contractual Hourly Rate	Hours Allocated to Job	Extended Cost
1	Partner			
2	President			
3	Comptroller/Accounting Manager			
4	Account Director/Supervisor			
5	Account Executive			
6	Account Manager			
7	Creative Director/Copy			
8	Creative Director/Art			
9	Senior Art Director			
10	Art Director			
11	Senior Copywriter			
12	Junior Copywriter			
13	Production Director/Print			
14	Production Director/Art			
15	Production Director/Media			
16	Studio Manager			
17	Media Director			
18	Media Supervisor			
19	Media Planner/Buyer			
20	Interactive Specialist (Web - DVD)			
21	Web-Traffic Analyst			
22	Administrative Assistant			
23	Clerical			
24	Graphic Designer			
			TOTAL LABOR COST:	

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

MEDIA PLACEMENT MARK UP

Item	Cost to Vendor	Contractual Percentage Markup	Extended Cost
		Total Cost:	

PASS THROUGH COSTS: MEDIA PLACEMENT (Non-Labor)

Item	Cost
Total Cost:	

PASS THROUGH COSTS: MEDIA PRODUCTION (Non-Labor)

Item	Cost
Total Cost:	

PASS THROUGH COSTS: NON-MEDIA PLACEMENT (Non-Labor)

Item	Cost
Total Cost:	

TOTAL QUOTE:_____

This form is the minimum information required for quotes. Agencies may request more budget summary detail and documentation upon request.

All quotes must be numbered.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment 15

Vendor Specialty Checklist

State of Delaware Agencies have different areas of expertise and are interested in any vendors that specialize in service offerings.

Vendor Name: _____	**Years in Specialty**	**Yes**	**No**	**Comments**
Health and Social Service Programs		☐	☐	
Tobacco		☐	☐	
Lottery		☐	☐	
Gambling		☐	☐	
Elder care		☐	☐	
Natural Resources		☐	☐	
Conservation		☐	☐	
Agriculture		☐	☐	
Labor		☐	☐	
Economic Development		☐	☐	
Professional Recruitment/Employment		☐	☐	
Commercial Photography Services		☐	☐	
Web Based Marketing Services		☐	☐	
Market Research/Analysis		☐	☐	
Social Media		☐	☐	
Commercial Art Services		☐	☐	
Video/Film Production		☐	☐	
Outreach Strategy Development		☐	☐	
Exhibit Design and Implementation Services		☐	☐	
Conference, Event, & Trade Show Planning Services		☐	☐	
Direct Mail Campaign		☐	☐	
Outdoor Marketing		☐	☐	

Broadcast Media		☐	☐	
Web Casting		☐	☐	
Transportation		☐	☐	
Federal Regulatory Compliance		☐	☐	
National Guard		☐	☐	
Sports Marketing		☐	☐	
NASCAR		☐	☐	
Affordable Housing & Redevelopment		☐	☐	
Other Specialties Not listed		☐	☐	

Prior to an Ordering Agency issuing a purchase order, the vendor will be required to disclose to the Ordering Agency any contractual engagements that could potentially cause conflict with any of the above areas. ***For example, promotion of cigarette branding and sales for another customer may conflict with State of Delaware Tobacco Cessation programs.***

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment 16

MINIMUM MANDATORY SUBMISSION REQUIREMENTS CHECKLIST
SUBMISSIONS MUST BE IN SEQUENCE AS LISTED BELOW

Item Number	Description	Included ?? (check yes or no)
A.	Table of Contents clearly identifying the structure of the proposal and showing page numbers for each of the required components.	**Yes** ☐ **No** ☐
B.	Brief Vendor Cover Letter including an Applicant's experience, if any, providing similar services. The letter shall be **signed** by a representative who has the legal capacity to enter the organization into a formal contract with Government Support Services.	**Yes** ☐ **No** ☐
C.	Two (2) paper copies of the bidder's proposal, one marked as Master Copy, with all signatures being original. This includes all Appendix B Tabs printed and all Forms required in the RFP. **Please do not use sheet protectors on proposal copies.**	**Yes** ☐ **No** ☐
D.	**Two (2) electronic** copies of the **complete bidder's proposal** (submitted on CD/DVD media disks or USB's). If the paper copy of the proposal includes a printed catalog, an electronic version of the catalog must be included on the CD/DVD media disks or USB's. (If catalogs are not available in electronic version, then two (2) additional copies of the paper catalog must be provided). **All copies must have completed Appendix B as a *separate file* in active EXCEL format, Vendor's Proposal and Forms required in this proposal.** Include vendor catalog/brochures either in pdf. format or link to website on each CD/DVD media disks or USB's. *VERIFY ALL CD/DVD MEDIA DISCs or USB's WORK CORRECTLY FROM SEVERAL SOURCES PRIOR TO SUBMISSION.*	**Yes** ☐ **No** ☐
E.	**One (1) complete** signed and notarized copy of the Non-Collusion agreement. **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.**	**Yes** ☐ **No** ☐
F.	**One (1) completed** OSD application– if applicable.	**Yes** ☐ **No** ☐ **N/A** ☐
G.	**One (1) completed** Exceptions form	**Yes** ☐ **No** ☐
H.	**One (1) completed** Company Profile and Capabilities	**Yes** ☐ **No** ☐
I.	**One (1) completed** Confidentiality and Proprietary Information form	**Yes** ☐ **No** ☐

J.	**One (1) certificate of insurance.** Please ensure you have the **correct insurance levels** as specified in this RFP.	**Yes** ☐ **No** ☐
K.	**One (1) complete** Business References Form	**Yes** ☐ **No** ☐
M.	**One (1) complete** and **signed** copy of the Subcontractor Information Form for each subcontractor – if applicable.	**Yes** ☐ **No** ☐
N.	**One (1) completed** Copy of Case Study Presentation; **to be included in both paper and electronic copies of the proposal. MUST be submitted in MS PowerPoint format. *Case studies are not applicable for Social Media and Media Buying only bid submissions. Case Studies are a requirement for Advertising and Public Relations/Marketing bid submissions only.***	**Yes** ☐ **No** ☐ **N/A** ☐
O.	**One (1) comprehensive** listing of contracts of similar size and scope that vendor has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. **For each such contract, the bidder should provide two names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.** There is no pre-formatted form for this; bidder shall submit in format at their discretion, however it must be clearly annotated as *"Comprehensive Listing of Contracts of Similar Size and Scope"*.	**Yes** ☐ **No** ☐
P.	**One (1) completed** example of prior campaigns conducted by the bidder that demonstrate its capacity to fulfill the scope of work requirements of a campaign comparable to the scope of projects inclusive in this RFP. There is no pre-formatted form for this; bidder shall submit in format at their discretion, however it must be clearly annotated as *"Prior Campaign Example"*.	**Yes** ☐ **No** ☐
Q.	**One (1) completed** Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement	**Yes** ☐ **No** ☐
R.	**One (1) completed** DTI and GIC Enterprise Standards and Policies Acknowledgement	**Yes** ☐ **No** ☐
S.	**One (1) completed** Vendor Specialty Checklist	**Yes** ☐ **No** ☐
T.	Financial information (balance sheets and income statements) for the past three years. Include background, balance sheets and income statements for the past three years **and/or** Dun & Bradstreet report.	**Yes** ☐ **No** ☐
U.	**One (1) complete copy of this checklist filled out by the Applicant.**	**Yes** ☐ **No** ☐

Any *"No"* responses must be addressed on Attachment 3, Exceptions Form.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

APPENDIX A
SCOPE OF WORK/SPECIFICATIONS

I. PURPOSE AND INTENT

To establish a vendor pool that using Agencies may draw upon for either the development and execution of new marketing and public relations campaigns, enhance established marketing and public relations campaigns, intricate web design, social media, planning and execution of advertising services. Use of this contract will be with the intent to promote and /or sell using Agency programs and goals to existing core markets, and to expand the message domestically and internationally.

Additionally the contract will provide using Agencies the ability to acquire Media Buying for Advertising on as as-needed basis for promotion of the using Agency goals and programs.

The requirements identified in the scope of work and pricing appendix capture the products and services most typically procured for marketing, public relation services, advertising, and media buying. In those instances where completion of an Ordering Agency's needs necessitates the inclusion of an additional product or service not specifically identified in the scope of work; and where such an additional product or service is a natural extension of the scope of the contract, the Ordering Agency and vendor may negotiate a mutually agreeable price for the additional product or service.

In such instances the vendor shall clearly identify the product or service on the required monthly usage reporting.

Both the Ordering Agency and vendor are encouraged to engage the contracting officer managing this contract in seeking assistance or guidance on the need for products or services representing a natural extension of the scope of the contract.

II. OBJECTIVES

The following objectives should be achieved through every public relations and advertising campaign:

- Provide a measurable advertising and public relations campaign(s) that encourage customers to meet Agency goals
- Campaigns should showcase Agency goals
- Campaigns should include the latest in technology for emphasizing Agency goals
- Optimized outreach to existing and target customer base
- Maximize cost efficiencies with strategic campaign goals and media buying opportunities

III. CONTRACT PRECEDENCE

Statewide Central Contract Precedence

Government Support Services shall provide graphics and printing services, including but not limited to printing, duplicating, photography and photocopying, to all state agencies (Ref. 29 Delaware Code § 6308A(i)). Simple design services applicable to contract GSS13483-DESIGN_LAY for Design and Layout Services and all state-wide printing encompassed under contract GSS13484-OUTPRINT for Outsource Printing Services will require a Work Order number from the State of Delaware Printing and Publishing Office and are not included in the scope of this RFP.

Pre-Existing Contracts Specific to an Agency

Pre-Existing marketing, public relations, advertising, and media buying contracts are valid through the current term expiration. Prior to extension or re-bid, this contract takes precedence as the Statewide Central contract and waiver from this contract will be considered on a case-by-case basis.

Where applicable and warranted the Director reserves the right to approve an Agency's bid for individual requirements separate from any contract(s) resulting from this bid if deemed to be in the State's best interest.

IV. SCOPE OF WORK

A. EXECUTIVE SUMMARY

The Contractor will assist the ordering Agency with Marketing and Public Relations Campaigns through development of department/program goals into various media platforms. The Contractor will offer strategies, planning, designing, execution and administration of marketing/public relations programs and advertising by providing creative expertise, media buying and placement, including web sites, social media, capabilities and account personnel, as stated in this RFP. Further, the Contractor shall ensure that the ordering Agency's brand is consistent through all advertising and promotional work including printed and electronic media.

The Contractor shall provide the ordering Agency with a project plan including the timeframe for project completion, specific description of and schedule for deliverable items, and a schedule of firm, fixed, and detailed costs associated with specific events and deliverables. All products become the property of the State. A prime objective is moving the ordering Agency into the forefront of marketing of its industry for project based goals.

The Contractor shall monitor and provide analytics on its work to determine the impact of the campaign/program developed for the ordering Agency including return on investment and statistics to support program goals as a result of the Contractor's marketing.

B. INFORMATION TECHNOLOGY

ORDERING AGENCY RESPONSIBILITY: It will be the responsibility of the ordering Agency to determine whether the nature of a specific order warrants the opening of a Business Case with Delaware's Department of Technology and Information (DTI). Should a Business Case be required, the ordering agency must initiate and complete a Business Case "New Project" with DTI's Project Management Team and receive final BUSINESS CASE approval from DTI prior to a purchase order being issued.

VENDOR RESPONSIBILITY: Those vendors selected for contract award will, when a DTI Business Case is applicable to an order, be required to comply with DTI standards and policies as identified in ATTACHMENT 13 of this RFP.

The Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the vendor, its subcontractors and its and their principals, officers, employees and agents under this contract. In performing the specified services, the vendor shall follow practices consistent with generally accepted professional and technical standards. The vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this contract comply with the standards promulgated by the Department of Technology and Information ("DTI")

published at http://dti.delaware.gov/information/standards-policies.shtml, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this contract does not conform to DTI standards, the vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. The vendor shall be and remain liable in accordance with the terms of this contract and applicable law for all damages to Delaware caused by the vendor's failure to ensure compliance with DTI standards.

C. SERVICE CATEGORIES BY "TIER"

Social Media
Media Buying
Advertising Services
Marketing and Public Relations Services

The structure of this contract provides for tier-type categories of service. This affords using Agencies the ability to procure a level of service most appropriate to a specific need. By their nature, some categories will encompass multiple service aspects.

Vendors may choose to bid on all or some service categories. For each service category proposal submitted, vendors' proposal must respond to each and every requirement outlined in the RFP in order to be considered responsive. Proposals must be clear and concise.

Awarded vendors will work on multiple campaigns in the course of a calendar/fiscal year, often several at one time.

1. SOCIAL MEDIA

Social Media and Web 2.0 are terms that describe Internet-based technology communication tools with a focus on immediacy, interactivity, user participation and information sharing in multiple ways. Social Media refers to the following:

- Forums
- Weblogs (blogs, vlogs, microblogs, presence applications)
- Wikis
- Social Bookmarking
- Social Communication Sites
- Podcasts
- Photos
- Videos (video, vlogs, livecasting)
- Real-Time Web Communications (chat, chat rooms, video chat)

For purposes of this RFP, Social Media helps users interact with their government in the individual's preferred method and time schedule and fosters a culture of greater transparency.

It is the intent of this RFP category for Agency users to use existing and future Social Media technologies to provide information and interact with customers in Social Media venues in the performance of state business, within the framework deemed appropriate by State Organization authorities.

i. Any State Organization that will establish new Social Media venues on behalf of the State of Delaware shall coordinate the implementation of these new online venues with the Government Information Center (GIC). This coordination will ensure that the implementation of Social Media Venues is cohesive at an enterprise level.

ii. The ordering Agency will adhere and follow all DTI standards and policies. The Contractor will adhere to the DTI Enterprise Standards and Policies, which include but may not be limited to, the Social Media Policy Statement and Requirements. .

iii. The ordering Agency will communicate only accurate and verifiable facts to the vendor. The contractor will only communicate accurate and verifiable facts – no unverifiable opinions.

iv. Non-Public or Confidential information will be protected and not disclosed via any Social Media outlet site.

v. The Contractor, with ordering Agency approval, will prepare and execute a social media launch for purposes of marketing, public relations, communicating and advertising agency initiatives. Social Media includes, but is not limited to: Facebook, Twitter, Linkedin, Google+, Instagram, MySpace, and Flickr.

vi. If required by the ordering Agency, the Contractor will provide a collection of tools and resources to create, manage and measure social media marketing efforts and social media web-page solutions.

vii. If required by the ordering Agency, the Contractor (with ordering Agency approval) will be responsible for information updates and program promotions on social media sites based on the ordering Agency's project term, but not to exceed the term expiration of this contract.

viii. The Contractor will not allow ad servers or ad network activity on the State of Delaware Social Media page without direct approval from the ordering Agency.

ix. The Contractor must obtain at least 3 competitive proposals/bids on any non-media expenditures. Documentation of the proposal process, including bids, must be submitted to the ordering Agency for pre-approval of all non-media expenditures.

x. All invoicing received from the vendor must have detailed support to include separate lines showing all billable transactions. Attachment 14 of this RFP (Budget Summary Sheet) must accompany invoices. The ordering Agency will not pay invoices that lack detailed support documentation. Delayed invoicing, billing, payments due to lack of detailed support documentation with invoices is the responsibility of the Contractor. The Contractor is responsible for all payments to the subcontractor. **To ensure the integrity of all campaigns, the prime contractor (vendor) must, within 30 days of receipt of payment from the State, fulfill corresponding payment obligations to subcontractors.**

2. **MEDIA BUYING**

For purposes of this RFP, Media Buying is the procurement of media real estate at an optimal placement and price. The Contractor will negotiate price and placement of ordering Agency advertisement and/or media and procure the placement on behalf of the ordering Agency.

i. The Contractor shall execute all contracts with the media and other third parties, including the negotiation of the best possible rates for any contracts, when required. Such contracts will be expressly between the Contractor and the third party.

ii. The Contractor shall submit a media plan for advertising, explaining how the target audience is reached and matched to the proposed media. The plan shall offer details of the media mix, the specific media vehicles, and the media schedule. The plan shall include:

- identification of the target audience
- specific media to be used
- timing, frequency, penetration and length of placement
- allocation of placement dollars within the selected media
- justification for each element of the plan as part of an integrated campaign designed for maximum impact, cost effectiveness, and return on investment
- a complete itemization of media cost

iii. Under the direction of the ordering Agency, the Contractor shall provide media buying services based on target audience and potential target audience profile research and studies. Within the creative process for all campaigns, the Contractor shall evaluate all available media and provide recommendations for media mix in terms of cost, reach, program development index and fit. As part of the media determination, the Contractor shall identify, wherever appropriate, cooperative advertising and promotional opportunities with the ordering Agency's public and private sector partners.

iv. The ordering Agency shall direct the Contractor on the placement of all media purchased for the ordering Agency's campaign. The ordering Agency reserves the right to make all determinations regarding the actual placement of all media. The Contractor shall purchase and place all media (newspaper, television, radio, Internet, etc.)

v. The Contractor shall execute all contracts with the media and other third parties, including the negotiation of the best possible rates for any contracts, when required. All such project-specific contracts shall be entered into as an independent contractor and not as an agent of the State. **The Contractor shall submit separate line percent net cost with its invoice for all media placement under this contract. Contractor's markup shall only apply to the net cost for media placement. All cost benefits must be passed to the State.** The State shall retain the right to audit the Contractor's books to verify that the State is receiving all net prices, discounts and rebates.

vi. Television spots may require closed captioning.

vii. **Creative services for creating media for media placement/buying is not inclusive of this service offering and must be done under Advertising Services and/or Marketing and Public Relations.**

viii. **The Contractor must obtain at least 3 competitive proposals/bids on any non-media expenditures. Documentation of the proposal process, including bids, must be submitted to the ordering Agency for pre-approval of all non-media expenditures.**

ix. All invoicing received from the vendor must have detailed support to include separate lines showing all billable transactions. Attachment 14 of this RFP (Budget Summary Sheet) must accompany invoices. The ordering Agency will not pay invoices that lack detailed support documentation. Delayed invoicing, billing, payments due to lack of detailed support documentation with invoices is the responsibility of the Contractor. The Contractor is responsible for all payments to the subcontractor. **To ensure the integrity of all campaigns, the prime contractor (vendor) must, within 30 days of receipt of payment from the State, fulfill corresponding payment obligations to subcontractors.**

3. **ADVERTISING SERVICES**

The Contractor shall recommend and develop creative, research-based advertising objectives and strategies targeted to designated markets and/or the general public in coordination with the ordering Agency advertising goals.

Job recruitment advertising may be encompassed in advertising services provided the need goes beyond classified ads in local newspapers. For classified ads, agencies are required to use contract GSS14199-CLASSIFIED_AD and subsequent iterations.

The Contractor will provide the ordering Agency final print, web ready and native files at the completion of each job. All files are the property of the State of Delaware.

i. The Contractor shall provide the creative, account and production personnel required to plan, design, execute and administer approved advertising, promotions and public relations programs based on strategic marketing plans and the targeted consumer base.

ii. The Contractor shall design and produce integrated media advertising campaigns with budgets, schedules and products that are based on unique selling propositions, creativity, relevancy, market research, cost effectiveness, target market reach and frequency, and program development.

iii. The Contractor shall include Spanish language translations of consumer-oriented print materials as requested.

iv. Upon completion and approval of the detailed plan, or portions thereof, the Contractor shall arrange for the use, dissemination and distribution of the various forms of communication, literature, publications and advertising materials called for in the plan, as approved by the ordering Agency.

v. The Contractor shall assist in the development and administration of programs that complement the ordering Agency's unique goals to target specific customers and potential users.

vi. Under the direction of the ordering Agency, the Contractor may be requested to produce creative execution for outdoor, online, broadcast media television, radio, website, collateral and other advertising as well as provide professional consulting and other services.

vii. The ordering Agency shall direct the Contractor on the placement of all media purchased for the ordering Agency's campaign. The ordering Agency reserves the right to make all determinations regarding the actual placement of all media. The Contractor shall purchase and place all media (newspaper, television, radio, Internet, etc.)

viii. The Contractor shall coordinate with ordering Agency on existing research data to provide pre- and post-analyses and topics for primary marketing research such as focus groups and surveys, including web based surveys.

ix. The Contractor shall produce strategic advertising schedules for outdoor and electronic media, create for approval, copy for all creative concepts for television and outdoor advertisements, and place such, if required, according to Agency-approved estimates and schedules.

x. The Contractor shall supply photographic services as needed and approved by the ordering Agency.

xi. If selected as part of the media mix, the Contactor shall create, produce and distribute:

- outdoor advertisements
- radio spots
- print advertisements (through the Printing and Publishing Office)
- television commercials
- Internet advertisements
- collateral and other advertising
- social media

xii. The Contractor shall be responsible for the development, subcontracting, management, and execution of all required marketing research programs. These services may include but are not limited to web based surveys and analytics, media research, demographic studies, advertising concept testing, and/or consumer segmentation studies. All such programs and services shall be approved in advance by the ordering Agency.

xiii. The Contractor shall provide data analyzing the impact of its campaigns monthly to the ordering Agency. These data shall include analytics to demonstrate the number of new visitors and, where applicable, dollars expended by them. Further, where the period of engagement warrants. The Contractor shall meet quarterly with the ordering Agency at the ordering Agency's office

xiv. The Contractor may subcontract work to firms not expressly identified at the time of bid proposal submission, but must submit Attachment 7 of this RFP to the State Contract Procurement Officer and receive approval prior to utilizing the subcontractor. Examples of such subcontracted work include, but may not be limited to, radio and television commercials, production and research projects.

xv. Prior to each project, the Contractor shall provide the ordering Agency with price sheets and a Task Order outlining the background, strategy, objectives, target audience(s), scope of work, budget, deliverables, timeline and measurement criteria for outcomes to be achieved in the course of each specific campaign.

xvi. The Contractor shall provide the ordering Agency with reports concerning the rationale and recommended media buys for each project including budget, flight dates, reach and frequency data, and location and outlet information.

xvii. The Contractor shall provide the ordering Agency with copies and tear sheets of all print insertion orders and broadcast orders that are placed by the Contractor. The Contractor shall also provide electronic and print or recorded copies of all final advertising and promotional materials.

xviii. The Contractor shall provide written project status reports to the ordering Agency on a monthly basis.

xix. The Contractor shall participate in weekly conference calls with the ordering Agency to review the status of current projects and address programmatic details and issues to ensure timely delivery and successful outcomes of all campaigns.

xx. Upon approval of the required detailed advertising plan by the ordering Agency, the Contractor shall arrange for the production, use, dissemination, and distribution of various forms of communication, literature, publications and advertising materials called for in the plan. Prior to use, all these materials must be submitted in advance of production deadlines by the Contractor for approval by the ordering Agency.

xxi. Following submission of advertising material to the media or other third parties, the Contractor shall examine or audit the advertising and media placements released through the various media to verify that quality, timing, position and distribution are consistent with the media plan and schedule.

xxii. **Media Buying as listed in this RFP as a separate category is also encompassed in the Marketing and Public Relations category and terms are inclusive.**

xxiii. The Contractor shall prepare preliminary creative materials, as planned and scheduled, and present them to the ordering Agency for approval. Additional approaches may be requested by the ordering Agency, at any time, during the review and approval process.

- Creative materials that are overly similar will not count towards the creative approaches. The State of Delaware expects different/fresh approaches.

xxiv. The Contractor shall furnish clear and complete printing specifications to the ordering Agency for each proposed printing item. The specifications shall include factors such as size, quantity, paper stock, color of inks, copy, layouts, artwork and mechanicals.

xxv. The Contractor shall charge only one time for all artwork or logo, electronic or otherwise, that may be used in multiple forms, formats and software applications.

xxvi. The Contractor shall provide proofreading services for all advertising media publication and broadcast.

xxvii. If the ordering Agency deems any final product as unusable or unacceptable due to improper preparation of the mechanical(s), the Contractor shall be responsible for any and all costs associated with the reproduction of said product. Improper preparation shall include anything done incorrectly to the mechanical during its preparation that can cause printing to be compromised. All duplicate charges for the artwork will be rejected.

xxviii. The Contractor will take care of all licensing fees to include license renewal and will ensure that ordering Agencies will still be able to use the artwork.

xxix. The Contractor will ensure that all licensing fees and the availability to use the artwork, or replacing the photo are still available when the ordering Agency re-runs a campaign.

xxx. The Contractor shall monitor and evaluate the progress and effectiveness of each advertising and public relations campaign. The Contractor shall suggest measurable criteria for evaluation that, in its judgment, should be used in determining the performance of each specific campaign. These criteria shall include, but not necessarily be limited to, such common measures as media impressions, awareness and utilization rates. The Contractor and ordering Agency shall agree on the criteria.

xxxi. **The Contractor must obtain at least 3 competitive proposals/bids on any non-media expenditures. Documentation of the proposal process, including bids, must be submitted to the ordering Agency for pre-approval of all non-media expenditures.**

xxxii. All invoicing received from the vendor must have detailed support to include separate lines showing all billable transactions. Attachment 14 of this RFP (Budget Summary Sheet) must accompany invoices. The ordering Agency will not pay invoices that lack detailed support documentation. Delayed invoicing, billing, payments due to lack of detailed support documentation with invoices is the responsibility of the Contractor. The Contractor is responsible for all payments to the subcontractor. **To ensure the integrity of all campaigns, the prime contractor (vendor) must, within 30 days of receipt of payment from the State, fulfill corresponding payment obligations to subcontractors.**

NO ADVERTISING ACTIVITIES SHALL BE CONDUCTED, MADE PUBLIC, OR DISSEMINATED WITHOUT THE APPROVAL OF THE ORDERING AGENCY.

4. **MARKETING AND PUBLIC RELATIONS SERVICES**

The Contractor shall assist in creative design, website programming/re-design or update, development and strategic planning for ordering Agency goals, marketing programs and public relations activities. This shall include supporting existing campaigns and programs, update of existing designs or creating new designs, and creating new and fresh promotional campaigns as needed by the ordering Agency.

i. For engagements requiring the creation, implementation, modification, or management, of a website, the ordering Agency will work with DTI to determine if a DTI Business Case will be required. Reference RFP Section IV.B.

The Contractor will provide the ordering Agency final print, web ready and native files at the completion of each job. All files are the property of the State of Delaware.

ii. The Contractor, with ordering Agency approval, will prepare and execute a marketing and public relations campaign plan that parallels and complements the objectives of the entire customer information and goal campaign. Included in the plan shall be measures and targets to track the impact of public awareness and customer promotions in relation to the success of the campaign.

iii. The Contractor shall also suggest program promotions for the rollout of the campaign, and after approval by the ordering Agency, work to plan and execute these promotions.

iv. The Contractor shall identify and recommend changes to optimize campaign goals set by the ordering Agency based on public participation, input and feedback on the program.

v. The Contractor, with the approval of the ordering Agency, shall prepare and execute a public relations plan that parallels and complements the objectives of the integrated marketing campaign.

vi. The Contractor will develop Strategic Planning for advertising, marketing, and communications activities.

vii. The Contractor shall identify and pursue news and feature placement opportunities and pitch stories to all forms of media with approval of the ordering Agency.

viii. The Contractor may be asked to produce and place press releases and matte releases in daily and weekly newspapers, including the minority press, periodicals, newsletters, trade press and national and international publications.

ix. The Contractor shall recommend, as appropriate, events to launch, roll out and conclude campaigns and, after approval from the ordering Agency, plan and execute these events.

x. The Contractor shall develop marketing plans and campaigns consistent with Agency goals and objectives.

xi. Campaigns will be designed and implemented to reach specific target audiences. Target audiences might include populations that have been identified as disparate by evaluation data, ethnic minority populations and other target populations as deemed appropriate by the Agency. Messages (when required) are expected to be culturally sensitive and language specific when necessary.

xii. Print, broadcast, radio, Website and collateral creative design, execution, and production will be accomplished by the Contractor.

xiii. The Contractor will provide expertise in the area of event planning.

xiv. The Contractor will use good faith efforts to obtain the most cost-effective buy-outs and talent agreements whenever possible, but especially in cases when additional uses of

advertisements and their components are anticipated (i.e. submission to other agencies or other states potential use).

xv. Implement the marketing plan using materials created by the vendor and/or pre-produced media materials.

xvi. The Contractor shall provide Public Relations services to help generate public interest and awareness for Agency programs/initiatives. This includes publicizing the activities and projects of other vendors contracted by the ordering Agency and as funding permits, other projects that are related to Agency programs/initiatives.

xvii. Creative concepts and then specific messaging may be thoroughly tested through cognitive groups, focus groups, polling and other methods, prior to production. All campaigns will be designed with input from the ordering Agency and only implemented upon approval from the ordering Agency.

xviii. The Contractor shall provide the ordering Agency with copies of all public relations materials that are placed and distributed by the Contractor. All such materials are to have been approved by the ordering Agency prior to placement or distribution.

xix. Upon approval of each required public relations plan, the Contractor shall arrange for the production, use, dissemination and distribution of various forms of communication, literature, publications and public relations materials called for in the plan and approved by the ordering Agency. Prior to use, all materials shall be approved by the ordering Agency in advance of production deadlines.

xx. The Contractor shall execute all contracts with the media and other third parties, including the negotiation of the best possible rates for any such project-specific contracts, when required. All such project-specific contracts shall be entered into as an independent contractor and not as an agent of the State. *All cost benefits must be passed to the State.* **The Contractor shall submit separate line percent net cost with its invoice for all media placement under this contract. Contractor's markup shall only apply to the net cost for media placement.** The State shall retain the right to audit The Contractor's books to verify that the State is receiving all net prices, discounts and rebates.

xxi. The contractor shall provide written project status reports on either a weekly, bi-weekly, or monthly basis as required by the Ordering Agency.

xxii. In offering the best value to State, the contractor shall consider participation in, or development of, joint promotions, cooperative advertising, and co-promotions. Where such opportunities exist the contractor shall provide the Ordering Agency with critical details including potential value. The Ordering Agency shall have final approval on all such opportunities.

xxiii. The Contractor must make the ordering Agency aware of any possible sponsorships, the cost-efficiency of any such sponsorships and the sponsorship value to the ordering Agency.

xxiv. The Contractor shall participate in weekly conference calls with the ordering Agency to review the status of current projects and address programmatic details and issues to ensure timely delivery and successful outcomes of all campaigns.

xxv. Following submission of public relations material to the media or other third parties, **the Contractor shall examine or audit the placements released through the various media to verify that quality, timing, position and distribution are consistent with the media plan and schedule.**

xxvi. **Social Marketing** is inclusive in this category and is the application of commercial marketing technologies to the analysis, planning, execution, and evaluation of programs designed to influence the voluntary behavior of target audiences in order to improve their personal welfare and that of their society.

xxvii. **Social Media as listed in this RFP as a separate category is encompassed on the Marketing and Public Relations category and terms are inclusive.**

xxviii. **Advertising as listed in this RFP as a separate category is also encompassed in the Marketing and Public Relations category and terms are inclusive.**

xxix. **Media Buying as listed in this RFP as a separate category is also encompassed in the Marketing and Public Relations category and terms are inclusive.**

xxx. The Contractor shall provide consultation and development on Internet marketing opportunities and trends. The Contractor shall be experienced in designing and executing Internet marketing activities and evaluating trends in the Internet medium. Internet marketing services may include, but not be limited to:

1. Developing and executing interactive customer retention and acquisition strategies for the ordering Agency services, and social networking sites;

2. Assisting the ordering Agency in developing and executing social media strategies by campaign and on an ongoing basis;

3. Reviewing and evaluating all Internet-related media proposals;

4. Evaluating all ordering Agency brand and product activities to identify effective Internet marketing opportunities; and

5. Assisting the ordering Agency in developing and executing other business communication and retailer support Web-based solutions.

xxxi. The Contractor shall prepare preliminary creative materials, as planned and scheduled, and present them to the ordering Agency for approval. Additional approaches may be requested by the ordering Agency, at any time, during the review and approval process.

- Creative materials that are overly similar will not count towards the creative approaches. The State of Delaware expects different/fresh approaches.

xxxii. The Contractor shall furnish clear and complete printing specifications to the Agency for each proposed printing item. The specifications shall include factors such as size, quantity, paper stock, color of inks, copy, layouts, artwork and mechanicals.

xxxiii. The Contractor shall charge only one time for all artwork or logo, electronic or otherwise, that may be used in multiple forms, formats and software applications.

xxxiv. If the ordering Agency deems any final product as unusable or unacceptable due to improper preparation of the mechanical(s), the Contractor shall be responsible for any and all costs associated with the reproduction of said product. Improper preparation shall include anything done incorrectly to the mechanical during its preparation that can cause printing to be compromised. All duplicate charges for the artwork will be rejected.

xxxv. The Contractor will take care of all licensing fees to include license renewal and will ensure that ordering Agencies will still be able to use the artwork.

xxxvi. The Contractor will ensure that all licensing fees and the availability to use the artwork, or replacing the photo are still available when the ordering Agency re-runs a campaign.

xxxvii. The Contractor shall monitor and evaluate the progress and effectiveness of each advertising and public relations campaign. The Contractor shall suggest measurable criteria for evaluation that, in its judgment, should be used in determining the performance of each specific campaign. These criteria shall include, but not necessarily be limited to, such common measures as media impressions, awareness and utilization rates. The Contractor and ordering Agency shall agree on the criteria.

xxxviii. The Contractor will provide Website consultation, development, programming, quality control, change control and content management. The ordering Agency and the Contractor will consult with DTI and GIC on all Website activities.

1. The ordering Agency will work with DTI to determine if a DTI Business Case will be required. Reference RFP Section IV.B.

xxxix. The Contractor will provide research consultation and analysis.

xl. The Contractor will provide evaluation, consultation, and professional recommendation concerning emerging media outlets, promotional services, sponsorship opportunities, merchandising aids and devices, and proposed concepts that might assist the ordering Agency in fulfilling its mission.

xli. The Contractor, at the ordering Agency's request, will provide assistance in developing and updating an annual Marketing Plan and annual Sales Plan.

xlii. The Contractor will provide program and campaign-specific development of advertising and communications plans to support the Marketing Plan.

xliii. The Contractor will provide budget control and shared responsibility for cost control.

xliv. The Contractor will provide Public Relations services including situation analysis, communications advice, writing for press and public consumption, media relations, and in-person support for key ordering Agency communications and promotional initiatives.

xlv. The Contractor will assist the ordering Agency in procuring necessary media contracts, promotional partnerships, printed materials (through the Printing and Publishing Office), durable retail signage, and various collateral and sales aids related to the Agency's ongoing advertising and retail marketing programs in compliance with the State's procurement laws.

xlvi. The Contractor will provide photography of events.

xlvii. The Contractor will provide crisis management as requested by the ordering agency.

xlviii. The Contractor must obtain at least 3 competitive proposals/bids on any non-media expenditures. Documentation of the proposal process, including bids, must be submitted to the ordering Agency for pre-approval of all non-media expenditures.

xlix. All invoicing received from the vendor must have detailed support to include separate lines showing all billable transactions. Attachment 14 of this RFP (Budget Summary Sheet) must accompany invoices. The ordering Agency will not pay invoices that lack detailed support documentation. Delayed invoicing, billing, payments due to lack of detailed support documentation with invoices is the responsibility of the Contractor. The Contractor is responsible for all payments to the subcontractor. **To ensure the integrity of all campaigns, the prime contractor (vendor) must, within 30 days of receipt of payment from the State, fulfill corresponding payment obligations to subcontractors**.

NO MARKETING OR PUBLIC RELATIONS ACTIVITIES SHALL BE CONDUCTED, MADE PUBLIC, OR DISSEMINATED WITHOUT THE APPROVAL OF THE ORDERING AGENCY.

D. PROJECT / PROGRAM DELIVERABLE ITEMS

5. For each campaign, the Contractor shall provide a detailed budget and schedule appropriate to the specific campaign (a breakdown by week may be appropriate for a campaign of short duration and a monthly schedule may be most efficient for a long-term campaign of up to a year) that includes a firm price quotation (quotations shall be provided to the State of Delaware on Attachment 14. The proposal (Task Order) must include a timeframe for project completion, a specific description of deliverable items, a background analysis, objectives, target audiences, the period of performance, a scope of work, budget, measurement criteria, and delivery dates. Unless indicated otherwise, deliveries shall be made directly to the ordering Agency.

   i. **The Contractor shall be responsible for immediately advising the ordering Agency of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain.**

6. The Contractor shall also furnish cost estimates based on the prices quoted in the Labor Price Schedule that is part of this RFP and any residual costs that must be identified on Attachment 14 based on the project scope of the ordering Agency. Estimates shall be subject to the approval of the ordering Agency and must precede the period for which they are proposed and/or the project start date. **Estimates must be numbered.** In addition, adjusted budgets must be provided reflecting any modification approved by the ordering Agency in the proposed expenditures. A final budget must be submitted at the conclusion of each campaign.

i. Robust agency campaigns will be quoted on a project specific basis. Per Section VI.B.16. of this RFP, the vendor may offer and the State may request a price reduction on core services or material. At no time will pricing exceed the maximum listed contract pricing.

ii. Ordering Agencies may require the vendor to quote robust projects in a format that segregates costs by fiscal year and / or budget category. In such cases the Ordering Agency will communicate the required detail and provide budget codes if appropriate.

7. The Contractor must obtain at least 3 competitive proposals/bids on any non-media expenditures. Documentation of the proposal process, including bids, must be submitted to the ordering Agency for pre-approval of all non-media expenditures.

8. **All changes in specifications and cost estimates must be approved by the ordering Agency <u>prior</u> to moving forward with the Project. The ordering Agency will <u>not</u> be responsible for unapproved increased billing invoices. Labor pricing is firm under the terms of this contract with exception to dedicated long term support based services which may be flexible, but not exceed the maximum listed contract rates.**

9. **Complex, robust and / or long term projects may necessitate the Ordering Agency communicate its needs in language more prescriptive than that found in the RFP. At no time shall such additional detail conflict with the terms and conditions of the contract nor shall the communicated needs exceed the intended scope of the contract.**

   i. Should a vendor take exception to additionally defining language on the grounds that such language conflicts with or exceeds the contractual requirements the vendor has the following resolution options available in the sequence identified:

      1. Provide alternative, contractually compliant options to the Ordering Agency.

      2. Contact the contract officer managing the contract for resolution mediation.

      3. Seek a final ruling from the Director or the Director's delegate.

E. <u>JOB PRINTING</u>

The ordering Agency may purchase printing associated with this contract only **if the Printing and Publishing Office issues an approval and Government Support Services issues a waiver from the requirement to use the Outsourced Print contract.** Printed materials include such items as posters, brochures, fliers, booklets, etc. The Printing and Publishing Office shall decide, on a case-by-case basis, whether the production printing work is applicable to 29 Delaware Code § 6308A(i), "Government Support Services shall provide graphics and printing services, including but not limited to printing, duplicating, photography and photocopying, to all state agencies".

1. If it is determined the services of the Printing and Publishing Office are to be utilized, the Contractor will work with the ordering Agency and the Printing and Publishing Office on production timelines, file transfers and delivery instructions for print work.

2. If the ordering Agency receives a waiver from the use of Printing and Publishing Services and the Outsourced Print contract the Contractor shall solicit quotations from at least three (3) approved sources and shall select a subcontractor with the approval of the ordering Agency. The Contractor

shall bill the State at cost for all printing purchased through the advertising portion of this contract. No up charge, commission, fee, overhead, profit or other additional changes shall be allowed or paid by the State. All discounts and rebates must be passed to the State.

Printing costs shall be included in the estimated budget established for each project assignment.

V. SPECIFICATIONS FOR REQUIRED CASE STUDY

A. PLAN REQUIREMENTS OVERVIEW

1. **General**

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the State that the bidder understands the objectives that the contract is intended to meet, the nature of the required work, and the level of effort necessary to successfully complete the contract. This narrative should convince the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section should be designed to convince the State that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's bid proposal will lead to successful contract completion.

For purposes of this RFP (not factual at this time and will not be utilized by the State of Delaware unless the vendor is awarded), the State of Delaware would like to review the bidder's project/plan in an equal scenario. The State of Delaware is providing (5) Five Case Study scenarios and it is required that the vendor respond to (1) one in their proposal. *Case Study Response shall be submitted in MS Power Point document format and also provided as a separate MS Power Point Presentation on the bidders CD/DVD media disks or USB's submission.*

If vendor is chosen for oral presentations as part of this RFP process, Oral Presentation will be economically conscientious in nature and will be based on their (1) one submitted Case Study. Please base PLAN data as requested in this General section and the below Plan Based Program Promotion on the following (ensure Budget Worksheet Attachment 14 is inclusive in Case Study).

Case studies are not applicable for Social Media and Media Buying only bid submissions. Oral Presentations are not required for Social Media and Media Buying only bid submissions. Case Studies and Oral Presentations are a requirement for Advertising and Public Relations/Marketing bid submissions only.

2. **Case Study Plan Guidelines and Samples (*Bidder is to address any (1) one case study in the submitted proposal*):**

ii. **Overall Customer Information and Public Awareness Plan**

The bidder should submit a formal plan that describes a comprehensive public relations/promotion plan for the Agency's project scope. The plan should include, but not

necessarily be limited to, justification for its goals and strategic direction, success metrics, monthly schedule, budget, intended audience, and products and services offered.

iii. **Creative Concepts Plan**

The bidder shall present one creative concept that supports its advertising campaign outlined in the Plan. Electronic media, artwork, and copy shall be presented in photocopied materials. Photocopies of storyboards are acceptable. No original sets of creative concepts need be submitted in the proposal.

iv. **Detailed Action Plans**

Representing an approach to the project, this section should detail the program's needs and action plans for providing all required functional support and for completing all required tasks. This approach shall serve to convince the State that the plans are realistic, attainable, and appropriate and that the proposed plans will lead to successfully increasing tourism revenue for the State.

v. **Media Plan**

This section should describe the media plan and include a complete description of media production costs and placement costs. The bidder should provide a comprehensive allocation of the major media to be used such as electronic media – hits and downloads, for radio - reach, frequency, length of broadcast, demographics of audience, and allocation of dollars among the selected media. The bidder should also explain how the various elements of minor media, such as public service announcements, talk shows, are to be integrated for maximum impact, cost effectiveness, and return on investment.

vi. **Collateral Plan**

This section should consist of a detailed plan, ***including budget***, for the use of collateral materials to be used in the campaign and shall be submitted along with an explanation as to how these materials will be developed and incorporated into the overall campaign. These represent items such as posters, brochures, fliers, and bumper stickers.

For purposes of this RFP Case Study response, printed material pricing may be acquired at bidder's discretion.

vii. **Case Study Sample Choices:**

1. ***CASE STUDY #1: Improving literacy levels for adults in the State of Delaware***

The State of Delaware would like a marketing promotion campaign to improve literacy levels for adults in the State of Delaware.

- Overall Budget is $100,000.00 for December 1, 2014 thru November 30, 2015.
- Target audience is illiterate Adults in the State of Delaware.

- Interested in fresh campaign for Web promotion via State of Delaware website, web ads, YouTube video, several radio opportunities and printed materials for use in Adult Learning facilities, schools, correctional facilities, doctor's offices and applicable state office facilities (Dept. of Labor, Department of Health and Social Services, Department of Corrections, Department of State/Division of Libraries and Department of Education).

- Not much experience with these types of promotions, so looking to the bidder for guidance on campaign plan.

2. CASE STUDY #2: Lung Cancer

Lung cancer continues to play an enormous role in Delaware's overall cancer burden. In 2005-2009, lung cancer accounted for 15.2 percent of all newly diagnosed cancer cases and 30.3 percent of all cancer deaths in the state. Up until January 2013, there had not been a screening recommendation from the American Cancer Society to detect lung cancer early. Also, treatment options are not nearly as effective as for some other forms of cancer.
In January 2013 the American Cancer Society (ACS) published new Lung Cancer Screening Guidelines that recommend that doctors discuss lung cancer screening with patients who meet certain criteria that put them at high risk for developing the disease. These high-risk patients must be:

- Aged 55 to 74 years and in fairly good health,

- Have a smoking history equivalent to a pack a day for 30 years, and

- Currently smoke or have quit within the past 15 years.

The recommendation for screening specifies that testing should be done with a low dose computed tomography (CT) scan and take place at a facility with experience in lung cancer screening. The guidelines emphasize that screening is not a substitute for quitting smoking.

The bidder should develop a campaign that aids the State of Delaware in achieving the following goals, and reaching the priority population. The bidder should describe their rational for all components of the campaign, and when applicable should utilize evidence-based interventions.

Goals

Goal 1: Design a campaign that ensures that 85% of primary care providers throughout the state of Delaware are aware of the ACS's new lung cancer screening recommendations.

Goal 2: By January 2015 there will be a 50% increase in the number of referrals made by primary care physicians for lung cancer screenings.

Goal 3: Provide 90% of Delawareans who are at high risk of lung cancer with information on lung cancer screening by January 2015.

Goal 4: Encourage Delawareans who are at high risk for lung cancer to talk to their doctor about lung cancer screening to determine if it is right for them.

Priority Populations

- Primary Care Providers Statewide
- Delawareans ages 55-74 years of age who have a 30 pack a year smoking history and currently smoke of have quit within the past 15 years.
- An emphasis should be placed on reaching Delaware females. Delaware females rank fourth highest in the nation in lung cancer mortality.

Budget

Bidders should assume a budget of $100,000 for the development, production, placement and evaluation of proposed activities. Bidders are responsible for producing a detailed budget for the campaign, and describing their rational for how funds were allocated to various components of the campaign.

3. CASE STUDY #3: Safe Sleep

Project Scope:

Create a campaign concept brief for Delaware's new safe sleep campaign. The campaign should include the new American Academy of Pediatrics safe sleeping environment guidelines. The campaign should be positive and appeal to an African-American audience between the ages of 18-48. The campaign concept brief should include a description of the campaign, a tagline, visuals, and strategy for implementation.

Budget

Bidders should assume a budget of $100,000 for the development, production, placement and evaluation of proposed activities. Bidders are responsible for producing a detailed budget for the campaign, and describing their rational for how funds were allocated to various components of the campaign. Timeline on project is December 1, 2014 thru November 30, 2015.

4. CASE STUDY #4: Highway Safety

Review the state's FY 2013 Highway Safety Plan (HSP) located at http://ohs.delaware.gov/services/reports.shtml. This will provide bidders with an overview of the state's goals, its top 6 priority areas, and the problem motor vehicle crashes present in Delaware. It will also provide information on how the Office of Highway Safety works with various partners in the law enforcement and safety communities to address these priority areas. Bidders should also review the paid media summary in this document.

- Create and implement a realistic & effective marketing/communications strategy for the Office of Highway Safety, which should also take into consideration

elements of the national Communications Plan developed by the National Highway Traffic Safety Administration (NHTSA).

- Provide continued consistency among OHS's Public Information campaigns.
- Incorporate market research into the development of OHS's campaigns in order to more effectively reach target populations.
- Coordinate and implement effective media buys, and leverage media buys made at the national level by NHTSA.
- Develop and produce effective public information/communication materials.
- Implement effective public information campaigns in an effort to change behind the wheel behavior through a combination of paid media, public awareness, and social marketing media strategies.

Budget

Bidders should assume a budget of $100,000 for the development, production, placement and evaluation of proposed activities. Bidders are responsible for producing a detailed budget for the campaign, and describing their rational for how funds were allocated to various components of the campaign.

For those bidders bidding on the entire RFP or the MARKETING AND PUBLIC RELATIONS SERVICES portion only, the bidder shall also provide a 60 second (written) public relations radio spot to complement the campaign. Further, the bidder shall explain how it proposes to integrate advertising campaigns with campaign goals. The bidder shall also explain how it proposes to adapt its creativities to ensure that they have an impact on the campaign. The bidder shall also explain how the campaign can be integrated into the total media buy and total marketing approach of the total campaign.

5. CASE STUDY #5: Recruitment of Nurses to State Government

The State of Delaware is interested in building a talent pipeline in the field of nursing. We need to find effective sources to target nurses (RN's) via multiple channels to reach a qualified talent pool.

- Overall Budget is $20,000 for December 1, 2014 thru November 30, 2015.
- Target audience is both active and passive candidates.
- An emphasis should be on reaching nurses interested in Public Health and Long Term Care.
- Develop an employment brand where nurses gain interest in state employment.
- Interested in using social media and recruitment sites, in addition to ongoing recruitment that is currently being done on http://delawarestatejobs.com/ . Open

to promotions, campaign suggestions and recruitment techniques/opportunities to boost recruitment for State Government Nurses.

VI. ADDITIONAL REQUIREMENTS

A. LOCATION

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the primary individual to contact.

B. ORGANIZATION CHART (CONTRACT SPECIFIC)

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including sub-contractor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

C. RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

1. Clearly identify the individual's previous experience in completing similar contracts.

2. Beginning and ending dates should be given for each similar contract.

3. A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP.

4. With respect to each similar contract, the bidder should include the name and address of each customer with a contact person for a reference check and a telephone number.

D. BACKUP STAFF

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

E. SUBSTITUTION OF KEY STAFF

If it becomes necessary for the Contractor to substitute any management, supervisory or key personnel, the Contractor will identify the substitute personnel and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as

substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The Contractor shall forward a request to substitute key staff to the State Contract Procurement Officer for consideration and approval. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the State Contract Procurement Officer.

F. ORGANIZATION CHART (ENTIRE FIRM)

The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the bidder's overall organizational structure.

G. EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. **For each such contract, the bidder should provide two names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.**

H. PREVIOUS WORK SAMPLE

The bidder shall provide **one (1) full example** of a prior campaign conducted by the bidder that demonstrate its capacity to fulfill the scope of work requirements of a campaign comparable to the scope of projects inclusive in this RFP. The example should be appropriate to the service category the bidder is submitting for proposal.

I. PRICE SCHEDULE

Price Lines are Firm, Fixed Pricing for Labor. Travel/Training, Contractual, Supplies, Equipment/Other Direct Costs, Indirect Costs Rates will be required as part of ordering Agency project quote/estimates. Estimates provided under this contract will be based on scope of project/project hours based on customer needs. Estimates will be provided to the ordering Agency on Budget Summary Sheet included in RFP. All estimates are firm. Increased pricing is not acceptable unless approved by the ordering Agency. Estimates must be numbered.

The bidder must submit its pricing using the format set forth in the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

The bidder must price labor using the job titles provided in the Price Schedule. Changes, modifications or additions to job titles shall not be permitted.

The vendor is advised not to incur and financial obligation to a subcontractor prior to receipt of an approved purchase order.

To ensure the integrity of all campaigns, the prime contractor (vendor) must, within 30 days of receipt of payment from the State, fulfill corresponding payment obligations to subcontractors.

Robust agency campaigns will be quoted on a project specific basis. Per Section VI.B.16. of this RFP, the vendor may offer and the State may request a price reduction on core services or material. At no time will pricing exceed the maximum listed contract pricing.

Ordering Agencies may require the vendor to quote robust projects in a format that segregates costs by fiscal year and / or budget category. In such cases the Ordering Agency will communicate the required detail and provide budget codes if appropriate.

J. OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of Delaware and shall be delivered to the State upon 30 days' notice by the State. With respect to software computer programs developed specifically for the State, the work shall be considered "work for hire", i.e., the State, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs developed specifically under this contract. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this contract, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the bidder anticipate bringing pre-existing intellectual property into any particular order placed under this contract, the intellectual property must be identified in the order-specific proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its order-specific proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon receipt of purchase order, the bidder or contractor shall grant the State a non-exclusive, perpetual royalty free license to use any of the bidder/contractor's Background IP delivered to the State for the purposes contemplated by the Contract.

K. DATA CONFIDENTIALITY

All financial, statistical, personnel and/or technical data supplied by the State to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the Contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

L. NEWS RELEASES

The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the State Contract Officer.

M. ADVERTISING

The Contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the ordering Agency.

N. LICENSES AND PERMITS

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The Contractor shall supply the State Contract Officer with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

O. LATE DELIVERY

The Contractor must immediately advise the ordering Agency of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain.

P. STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract or any purchase order issued under this contract. In such an event, the ordering Agency and/or State Contract Officer shall provide advance written notice to the Contractor.

Upon receipt of such written notice, the Contractor will submit, within five (5) working days to the ordering Agency and/or the State Contract Officer, an itemization of the work effort already completed by task or subtask. The Contractor shall be compensated for such work effort according to the applicable portions of its price schedule.

Q. SUSPENSION OF WORK

The ordering Agency and/or State Contract Officer may, for valid reason, issue a stop order directing the Contractor to suspend work under the contract for a specific time. The Contractor shall be paid until the effective date of the stop order. The Contractor shall resume work upon the date specified in the stop order or upon such other date as the ordering Agency and/or State Contract Officer may thereafter direct in writing. The period of suspension shall be deemed added to the Contractor's approved schedule of performance. The ordering Agency and/or State Contract Officer and the Contractor shall negotiate an equitable adjustment, if any, to the price identified in the applicable purchase order(s).

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

APPENDIX B
Pricing Forms

Appendix B is found at http://bids.delaware.gov