



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

January 2, 2015

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

FROM: MARIA FRY
STATE CONTRACT PROCUREMENT OFFICER II
302-857-4583

SUBJECT: **AWARD NOTICE – Addendum #5 Effective January 1, 2018**
CONTRACT NO. GSS14638-MARKET_ADV
Marketing, Public Relation Services, Advertising and Media Buying

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KEY CONTRACT INFORMATION

Addendum #5 extends the contract for one year through December 31, 2018 and updates vendor information.

1. MANDATORY USE CONTRACT

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

2. CONTRACT PERIOD

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Each contractor’s contract shall be valid for a three (3) year period from January 1, 2015 to December 31, 2017. Each contract may be renewed for two (2) one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

Contracts for Community Marketing Concepts Inc. and Mobius New Media Inc. shall be valid beginning February 1, 2015.

Contract has been extended for one year through December 31, 2018.

3. VENDORS

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<p>GSS14638-MARKET_ADV01 Aloysius Butler & Clark 819 North Washing St. Wilmington, DE 19801 Contact: Paul Pomeroy Phone: 302-655-1552 Fax: 302-655-3105 ppomeroy@a-b-c.com FSF#: 0000024928</p>	<p>GSS14638-MARKET_ADV02 Barron Associates, Inc. 833 N. Washington St. Wilmington, DE 19804 Contact: Patricia D. Barron Phone: 302-658-1627 Fax: 302-658-5798 pbarron@barronmarketing.com FSF#: 0000237516 Effective January 1, 2018</p>	<p>GSS14638-MARKET_ADV03 Deardorff Associates 319 East Lea Boulevard Wilmington, DE 19802 Contact: Jill Deardorff Phone: 302-764-7573 Fax: 302-764-5451 jdeardorff@deardorffassociates.com FSF#: 0000030821</p>
<p>GSS14638-MARKET_ADV04 Epic Marketing Consultants Corp. 10 Jackie Circle Middletown, DE 19709 Contact: Nancy L. Dibert Phone: 302-285-9790 Fax: 302-595-9091 requests@epicmc2.com FSF#: 0000140622</p>	<p>GSS14638-MARKET_ADV05 Media Buying Only Harmelin Media 525 Righters Ferry Road Bala Cynwyd, PA 19004 Contact: Lyn Strickler Phone: 610-668-7900 Ext. 1107 Fax: 610-668-9257 lstrickler@harmelin.com FSF#: 0000238326</p>	<p>GSS14638-MARKET_ADV06 Marketing Associates DBA Konkordia Group 1201 North Market Street Wilmington, DE 19805 Contact: Lisa C. Scott Phone: 302-427-8601 Fax: 302-427-8545 lscott@Koncordiagroup.com FSF#: 0000222004</p>

<p>GSS14638-MARKET_ADV07 Miles Media Group, LLLP dba Miles Marketing Destinations, LP 6751 Professional Parkway West, Suite 200 Sarasota, FL 34240 Contact: David Burgess Phone: 941-342-2300 Fax: 941-907-0300 David.burgess@milespartnership.com FSF#: 0000088301</p>	<p>GSS14638-MARKET_ADV09 Worldways, Inc./ DBA Worldways Social Marketing 240 Thames Street, Suite 200 Newport, RI 02840 Contact: Maureen Cronin Marosits Phone: 401-619-4081 Ext. 2501 Fax: 401-619-4082 mcronin@e-worldways.com FSF#: 0000102019</p>
<p>GSS14638-MARKET_ADV10 Community Marketing Concepts, Inc. 1000 N. West Street, Suite 1200 Wilmington, DE 19801 Contact: Ashley Pearson Phone: 215-871-0900 302-295-4894 Fax: 215-871-5920 Ashley@communitymarketingconcepts.com FSF# 0000240458</p>	<p>GSS14638-MARKET_ADV11 Mobius New Media, Inc. 818 N. Market Street, Suite 2R Wilmington, DE 19801 Contact: Matt Urban Phone: 302-475-9880 Ext. 17 Fax: 302-225-6173 matt@mobiusnm.com FSF# 0000028148</p>

4. SHIPPING TERMS

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

5. DELIVERY AND PICKUP

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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.

6. PRICING

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Prices will remain firm for the term of the contract year.
 Pricing can be found on the Award Notice Pricing Sheet.

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. PURCHASE ORDERS

1. It is the responsibility of the ordering agency to determine if a DTI Business Case will be required for a specific procurement. In those instances where a Business Case is required, the ordering agency shall ensure the Business Case process is completed prior to issuing a purchase order.
2. Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS14638-MARKET_ADV, on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

12. REQUIREMENTS

This contract has been issued to cover the Marketing, Public Relations Services, Advertising and Media Buying requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

1. 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 the attached Budget Quotation Sheet. The campaign proposal 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.**

2. The Contractor shall also furnish cost estimates based on the prices quoted in the Labor Price Schedule that is contained in Pricing Spreadsheet and any residual costs that must be identified on the Budget Quotation Sheet, 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 the original 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.
3. 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.
4. **All changes in specifications and cost estimates must be approved by the ordering Agency prior to moving forward with the Project. The ordering Agency will not 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.**
5. **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.

13. JOB PRINTING

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.

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

14. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

15. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

16. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

17. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.
- f. It is the responsibility of the ordering agency to determine if a DTI Business Case will be required for a specific procurement. In those instances where a Business Case is required, the ordering agency shall ensure the Business Case process is completed **prior to issuing a purchase order**

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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:	

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.