STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

December 19, 2019

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

FROM: Necia Beck
State Contract Procurement Officer
302-857-4552

SUBJECT: **AWARD NOTICE – Addendum #1 (Effective December 17, 2020)**
Updates Vendor Information for Tapp Network
CONTRACT NO. GSS20638-MARKET_ADV
Marketing, Public Relation Services, Advertising, and Media Buying

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OF
KEY CONTRACT INFORMATION

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
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PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

KEY CONTRACT 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 Vendor's contract shall be valid for a three year period from January 1, 2020 through December 31, 2022. 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.

3. VENDORS

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A Bright Idea **2010 Archer St.** **Bel Air, MD 21014** **GSS20638-MARKET_ADVV01** **FSF: 0000510709**	**Aloysius Butler and Clark Associates Inc.** **819 N. Washington St.** **Wilmington, DE 19801** **GSS20638-MARKET_ADVV02** **FSF: 0000024928**
Deardorff Associates **400 Market Street** **Philadelphia, PA 19106** **GSSS20638-MARKET_ADVV03** **FSF: 0000030821**	**Epic Marketing Consultants Corporation** **501 Main Street** **Odessa, DE 19730** **GSS20638-MARKET_ADVV04** **FSF: 0000140622**
Harmelin & Associates Inc. **DBA Harmelin Media** **525 Righters Ferry Rd.** **Bala Cynwyd, PA 19004** **GSS20638-MARKET_ADVV05** **FSF: 0000238326**	**Ignyte Group Inc.** **1990 K Street NW Suite 5R** **Washington, DC 20006** **GSS20638-MARKET_ADVV06** **FSF: 0000510455**
Marketing Associates LLC **DBA OneMagnify** **777 Woodward Ave Suite 500** **Detroit, MI 48226** **GSS20638-MARKET_ADVV07** **FSF: 0000222004**	**Miles Partnership LLLP** **DBA Miles Marketing Destinations LP** **6751 Professional Pkwy W. Ste 200** **Sarasota, FL 34240** **GSS20638-MARKET_ADVV08** **FSF: 0000088301**

Remline Corp **456 Corporate Blvd** **Newark, DE 19702** **GSS20638-MARKET_ADVV09** **FSF: 0000026210**	**Tapp Network** ~~**136 Woodland Rd**~~ ~~**Newark, DE 19702**~~ **2021 Jeb Drive, Unit 44** **Rehoboth Beach, DE 19971** **Updated December 17, 2020** **GSS20638-MARKET_ADVV10** **FSF: 0000500515**
Vanguard Direct Inc. **DBA Vanguard** **519 8th Avenue Floor 23** **New York, NY 10018** **GSS20638-MARKET_ADVV11** **FSF: 0000002147**	**Please see Pricing Spreadsheet for contact information**

4. SHIPPING TERMS

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

5. PRICING

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Prices will remain firm for the term of the contract year. Please see pricing spreadsheet for pricing information.

6. REQUIREMENTS

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 Budget Quotation Sheet found on the pricing spreadsheet. 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. 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. **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.**

4. **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.

7. <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.

<u>Printing costs shall be included in the estimated budget established for each project assignment.</u>

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.

ADDITIONAL TERMS AND CONDITIONS

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8. 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.

9. 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.

10. 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.

11. 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.

12. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS20638-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.

13. REQUIREMENTS

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

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.