



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

October 7, 2013

FROM: PETER KOROLYK
STATE CONTRACT PROCUREMENT ADMINISTRATOR
302-857-4559

SUBJECT: **AWARD NOTICE**
CONTRACT NO. OMB13101-VIDEO_PROD
PROFESSIONAL DEVELOPMENT VIDEO PRODUCTION FOR TEACHERS

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OF
KEY CONTRACT INFORMATION

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KEY CONTRACT INFORMATION

1. CONTRACT PERIOD

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Each contractor's contract shall be valid for a one (1) year period from October 1, 2013 through September 30, 2014. Each contract may be renewed for two (2) additional one (1) year period through negotiation between the contractor and the Office of Management and Budget. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

2. VENDORS

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HNH Multimedia Productions, LLC
245 Maple Street
Oxford, PA 19363

Attn: Catherine L. Miller
Phone: 267-880-1922
Fax: 267-733-9747
Email: Catherine@hnhinc.com

FSF # 00000188035

3. AGENCY CONTACT

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All questions regarding this contract may be directed to the Office of Management and Budget, Jessica Eisenbrey at the following:

Email: Jessica.eisenbrey@state.de.us

4. DELIVERY AND PICKUP

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Delivery and pickup will be coordinated with the Office of Management and Budget.

5. PRICING

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The price per completed video will be \$7500.

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

ADDITIONAL TERMS AND CONDITIONS

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6. 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.

7. 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.

8. 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.

9. REQUIREMENTS

The State of Delaware Office of Management and Budget (OMB), in conjunction with the Lieutenant Governor's Office, will produce a video library that will serve as a professional development resource for educators across the State. To review scope of work associated with the videos, please refer to the original RFP solicitation.

10. 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.

11. 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.

12. 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.

13. 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.