



STATE OF DELAWARE
Department of State
Secretary of State

January 19, 2018

ISSUED BY: Kristopher Knight
Deputy Secretary of State
302-577-8161

SUBJECT: **AWARD NOTICE**
CONTRACT NO. STA17123-GVTAFFCONS
Department of State Government Affairs Consulting Services

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KEY CONTRACT INFORMATION

1. CONTRACT PERIOD

The Vendor's contract shall be valid for a three (3) year period, from February 1, 2018 to January 31, 2021. 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.

2. VENDORS

Peck Madigan Jones, Inc.
1300 Connecticut Avenue, NW
Suite 600
Washington, DC 20036

3. PRICING

Prices will remain firm for the term of the contract year. Delaware agrees to pay the Vendor twenty thousand (\$20,000) per month ("monthly compensation"), plus out-of-pocket expenses. The Vendor may submit a request in writing to Delaware to increase the monthly compensation to an amount not to exceed twenty-five thousand (\$25,000) per month in the event that the workload performed warrants and increase in compensation, and will only be effective if approved in writing by Delaware in advance of any given month or months for which such increased compensation is requested.

ADDITIONAL TERMS AND CONDITIONS

4. 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.

5. 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 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.

6. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number STA17123-GVTAFFCONS on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

7. 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.

8. HOLD HARMLESS

The Vendor 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 Vendor's performance, or failure to perform as specified in the Agreement.

9. NON-PERFORMANCE

In the event the Vendor 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 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 contractor may be deducted from an open invoice.

10. FORCE MAJEURE

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

11. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the 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 Vendor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Vendor'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 Vendor. 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 Vendor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the Vendor, discuss the reasons surrounding the default and establish a date when the Vendor 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>.

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