



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. GSS25638-MARKET_ADV

Monday, August 19, 2024

***- Deadline to Respond -
Wednesday, October 2, 2024
3:00 PM (Local Time)***

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Office of Management and Budget
Government Support Services

CONTRACT NO. GSS25638-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:

Contents:

- I. INTRODUCTION**
- II. SCOPE OF WORK**
- III. FORMAT FOR PROPOSAL**
- IV. PROPOSAL EVALUATION PROCEDURES**
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 - B. PROPOSAL EVALUATION COMMITTEE
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- Appendix B – SAMPLE CAMPAIGN**
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- Appendix D1 - PRICING**
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- Appendix E - QUOTE SHEET**

**** [Ctrl+Click on the headings above will take you directly to the section.](#)**

All appendices are made part of this solicitation and are available for download at the following site:

<https://bids.delaware.gov/>

In order for your proposal to be considered, the Proposal response must be submitted through the online bid submission portal <https://gss.bonfirehub.com/> by October 2, 2024 at 3:00 PM (Local Time) to be considered. Submissions by other methods will not be accepted.

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 contact Necia Beck through the [online bid submission portal](#).

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I. INTRODUCTION

A. PURPOSE

The purpose of this Request for Proposal is to obtain sealed proposals for Marketing, Public Relation Services, Advertising and Media Buying.

It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract to provide Marketing, Public Relation Services, Advertising and Media Buying services.

A. 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.

B. CONTRACT REQUIREMENTS

This contract will be issued to cover the requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, Municipality, Volunteer Fire Company or higher education entity receiving state funds. Furthermore, this contract shall be accessible to all other entities as identified by Del. Code, Chapter 69, Title 29 § 6910.

C. 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.

D. 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).

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E. 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.

F. POTENTIAL CONTRACT OVERLAP

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

G. SUPPLEMENTAL SOLICITATION

The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

H. CONTRACT PERIOD

Each Vendor’s contract shall be valid for a three-year period from January 1, 2025 through December 31, 2027. 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.

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	Monday, August 19, 2024
Mandatory Pre-bid Conference	None scheduled
Written Questions Due No Later Than (NLT)	September 9, 2024 at 4:00 PM (Local Time)
Written Answers Due/Posted to Website (NLT)	September 19, 2024 at 4:00 PM (Local Time)
Proposals Due NLT	Wednesday, October 2, 2024 at 3:00 PM (Local Time)
Public Proposal Opening	Wednesday, October 2, 2024 at 3:00 PM (Local Time)
Proposal Evaluation/Presentations	As required
Vendor Best & Final Discussions	As required
Contract Award	Will occur within 90 days of bid opening

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C. INQUIRIES & QUESTIONS

The State of Delaware will allow written requests for clarification of this solicitation. All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this solicitation must be received through the [online bid submission portal](#) by September 9, 2024, referencing the section, page number, text of passage being questioned, and the question. All questions will be answered in writing by September 19, 2024, with responses posted on <https://bids.delaware.gov> and <https://gss.bonfirehub.com/>.

D. RFP DESIGNATED CONTACT

All requests, questions, or other communications about this solicitation shall be made in writing through the [online bid submission portal](#). 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 solicitation designated contact, through an addendum posted on <https://mmp.delaware.gov/Bids/> and <https://gss.bonfirehub.com/>. The designated contact for this solicitation is:

NECIA BECK

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 as described in this Request for Proposals. The contract will require the Vendor(s) to cooperate with the ordering agency to ensure the State receives the most current state-of-the-art material and/or services.

B. DETAILED REQUIREMENTS

The technical requirements of this RFP are stated in Appendix A.

III. REQUIRED CONTENT 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.

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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.

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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

The Bid Bond requirement has been waived.

L. PERFORMANCE BOND REQUIREMENT

The Performance Bond requirement has been waived.

M. SUBMITTING A PROPOSAL RESPONSE

Solicitation responses must be submitted through the online bid submission portal at: <https://gss.bonfirehub.com/>. Refer to Appendix D - Instructions & Required Forms for specific instructions.

N. PROPOSAL EXPIRATION DATE

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

O. WITHDRAWAL OF PROPOSALS

Vendors will have the ability to withdraw their submissions up to the Submission Deadline in the [online bid submission portal](#).

P. PROPOSAL MODIFICATIONS

Vendors will have the ability to modify their submissions up to the Submission Deadline in the [online bid submission portal](#).

Q. LATE PROPOSALS

Proposals submitted after the specified date and time will not be accepted by the online bid submission portal. 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 within the online bid submission portal.

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R. ADDENDA TO THE REQUEST FOR PROPOSAL (RFP)

If it becomes necessary to revise any part of this RFP, revisions will be posted at <https://bids.delaware.gov/> and <https://gss.bonfirehub.com/>. By submitting a solicitation response 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

Respondents may elect to take minor exception to the terms and conditions of this solicitation through the completion of the Exceptions form. Government Support Services shall evaluate each exception according to the intent of the terms and conditions contained herein, but Government Support Services must reject exceptions that do not conform to State Bid law and/or create inequality in the treatment of Bidders. Exceptions shall be considered only if they are submitted with the response or before the date and time of the Bid opening.

Exceptions must be submitted utilizing the provided form to be considered. Exceptions listed elsewhere in the Respondent's submission will not be considered. Government Support Services maintains sole discretion to reject any vendor exceptions that are submitted.

W. BUSINESS REFERENCES

Provide at least three (3) business references consisting of current or previous customers of similar scope and value, using the provided Business Reference Form. If subcontractors are identified, a minimum of three business references must also be provided for each subcontractor.

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PLEASE DO NOT UTILIZE STATE OF DELAWARE PERSONNEL AS REFERENCES.

X. DOCUMENT(S) EXECUTION

All vendors must complete and submit with its proposal the non-collusion statement in the Required Forms document labeled as Non-Collusion Statement. The awarded vendor(s) will be presented with the contract form for signature and seal, if appropriate. Both 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 a new vendor to complete the registration process through the Delaware Supplier Portal at <http://esupplier.erp.delaware.gov>. Successful completion of this registration enables the creation of a State of Delaware supplier record. The Taxpayer ID (SSN or EIN) and Applicant (supplier) 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 registration or specific comments about the registration, please contact supplier maintenance by phone at 302-734-6827.

Y. SUBCONTRACTS

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal, through the completion of the Subcontractor Form.

Z. CONFIDENTIALITY

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor’s solicitation response (response) will be treated as confidential during the evaluation process. As such, vendor responses will not be available for review by anyone other than the State of Delaware Evaluation Team or its designated agents. There shall be no disclosure of any vendor’s information until a fully executed contract is received unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, 29 Del. C. § 10001, et seq. (“FOIA”). FOIA requires that the State of Delaware’s records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once fully executed contracts are received, the contents of all vendor responses are subject to FOIA’s public disclosure obligations and exemptions.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community’s desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as “confidential business information”). Responses must contain sufficient information to be evaluated. Through the [online bid submission portal](#), vendors will submit two copies of their solicitation response. One shall be marked original containing the full solicitation response. The second shall be marked redacted copy, redacting those items the vendor is looking to mark confidential.

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The redacted copy must include the completed confidentiality form describing the items redacted, representing in good faith that the information is not “public record” as defined by 29 Del. C. § 10002, and briefly stating the reasons that each redaction meets the said definitions.

A vendor’s allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a response to the solicitation herein expressly accepts the State’s absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a response to a solicitation may enter the public domain.

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, email, 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).

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4. 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.

5. 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 five (5) 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.

6. 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.

7. 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.

8. 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.

- a. Rejection of individual proposals. – A proposal may be rejected for 1 or more of the following reasons:
 - 1) The person responding to the solicitation is determined to be nonresponsive or non-responsible;

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- 2) It is unacceptable;
 - 3) The proposed price is unreasonable; or
 - 4) It is otherwise not advantageous to the State.
- b. Vendors whose proposals are rejected as non-responsive shall be notified in writing about the rejection.
- c. 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:
- 1) The vendor’s financial, physical, personnel or other resources, including subcontracts;
 - 2) The vendor’s record of performance and integrity;
 - 3) Any record regarding any suspension or debarment;
 - 4) Whether the vendor is qualified legally to contract with the State;
 - 5) Whether the vendor supplied all necessary information concerning its responsibility; and
 - 6) Any other specific criteria for a particular procurement which an agency may establish.
- d. If a vendor is determined to be non-responsive, the vendor shall be informed in writing.
- e. 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.

B. 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: The communicated ability of any one vendor to meet the needs of the entire State representative of the best value to the State.

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.

C. 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:

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- 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.
- Experience of the Service Technicians.
- Describe the methodology/approach used for this project including details of required service and turnaround time.
- The bidder should take special care to address all items under criteria and scoring section below.

D. CRITERIA AND SCORING

	EVALUATION CRITERIA	POINTS
1.	The bidder’s detailed approach and plans to perform the services required by the Scope of Work of the 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 sample campaigns submitted 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 proposal.	75
5.	Communicated ability to respond to firm deadlines and schedule changes in a timely manner.	50
6.	Pricing	30
7.	Business References	15
	TOTAL SCORE	355

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.

D. 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).

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E. 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.

F. 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 its components.

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.

V. MANDATORY PREBID MEETING

A mandatory pre-bid meeting has not been established for this Request for Proposal.

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.

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

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.

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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.

RFP: Request for Proposal.

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.

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'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. Bidders shall recognize there are no guaranteed minimum contract quantities or values associated with this solicitation.
- 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. Prior contract utilization may be viewed on the Delaware Open Data Portal <https://data.delaware.gov/>. The Government and Finance data sets provide Central Contract Line Item Spend by Fiscal Year among several additional data products. Past usage shall not be considered a guaranteed future volume.

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.

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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 under this contract shall maintain the appropriate negotiated prices on their core list. Vendors shall routinely offer to add to the core list material 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 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.

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.

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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. APPLICABLE LAW AND JURISDICTION

This bid, any resulting contract, and any and all litigation or other disputes arising therefrom, in connection with, or related hereto shall be governed by the applicable laws, regulations and rules of evidence of the State of Delaware. Bidder submits to personal jurisdiction in the State of Delaware. Any and all litigation or other disputes arising out of, in connection with, or relating to this bid, and any resulting contract, shall be brought exclusively in a court in the State of Delaware or the United States District Court of the District of Delaware as applicable.

8. 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.

9. 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.

10. 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.

11. 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.

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- 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.

12. TAX EXEMPTION

- a. In accordance with the Internal Revenue Service regulations, the State of Delaware is generally exempt from federal excise tax for communications, certain fuels, sales by manufacturers and the tax on heavy trucks, trailers, and tractors. More detail is included in IRS Publication 510 Excise Taxes located at <https://www.irs.gov/pub/irs-pdf/p510.pdf>. Per IRS regulations, all exemption certificates must be specific to the vendor and the type of excise tax. If an exemption certificate is requested by a vendor, the Division of Accounting will work with the agency and vendor to complete the appropriate certificate. 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.

13. 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 acceptable invoice from the vendor.

14. 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

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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.

15. PRICES

Prices and/or rates shall remain firm for the initial 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.

16. 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.

17. PRICE ADJUSTMENT

The Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel 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 term, 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.

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18. SHIPPING TERMS

FOB Destination, freight prepaid.

19. ELECTRONIC CATALOG

At the discretion of Government Support Services, the successful vendor(s) may be required to submit their items list in an electronic format designated by the State.

By example, but not limited to, the following items may be required:

- Electronic catalogs,
- Electronic catalogs converted to a CSV format with contract specific pricing,
- Items designated by commodity/classification code: United Nations Standard Products and Services Code (UNSPSC), and/or
- A unique item ID for all items in your system and/or our award.

20. 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.

21. TEMPORARY PERSONNEL ARE NOT STATE EMPLOYEES UNLESS AND UNTIL THEY ARE DIRECTLY HIRED

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third-party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will

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waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

22. WORK PERFORMED IN A STATE BUILDING

Awarded Vendor(s) who have any employees carrying out any work related to the awarded contract at a State facility shall have those employees comply with any health mandate or policy issued by the State related to a pandemic or other State of Emergency issued by any State authority during the term of the awarded contract, including those that apply directly to State employees.

23. ACA SAFE HARBOR

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor but does not state the required amount of the fee. The State requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged, nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

24. 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.

25. MANDATORY 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. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.

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- c. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:
1. \$1,000,000 combined single limit each accident, for bodily injury;
 2. \$250,000 for property damage to others;
 3. \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
 4. \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 *Del. C.* § 2118; and
 5. Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

The successful vendor must carry at least one of the following depending on the scope of work being performed.

- a. Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- b. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- c. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate

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

Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

State of Delaware
Government Support Services
Contract No: GSS25638-MARKET_ADV
600A S. Bay Road
Dover, DE 19901-4604

Nothing contained herein shall restrict or limit the Vendor's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Vendor procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

To the extent that Vendor has complied with the terms of this Agreement and has procured insurance coverage for all vehicles Leased and/or operated by Vendor as part of this Agreement, the State of

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Delaware's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.

In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

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

26. 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 or visit [Business Taxpayer Services - Division of Revenue - State of Delaware](#).

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.

27. 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.

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

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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.

28. NON-PERFORMANCE

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may terminate any individual orders in accordance with General Provisions, Item 51 below and purchase equivalent product on the open market. Regarding any such open market purchase, payment for any difference in cost or expense in excess of the contract prices for reasonably equivalent products or services herein shall be the responsibility of the Vendor and shall be submitted to the State no later than 30 days following the delivery of the State's invoice detailing the open market purchase. 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.

29. FORCE MAJEURE; APPLICABILITY

Neither the Vendor nor the State shall be held liable for non-performance under the terms and conditions of this Agreement due, but not limited to:

- a. Acts of God; labor disturbances; accidents; failure of a governmental entity to issue a permit or approval required for performance when the Contractor has filed proper and timely application with the appropriate government entity; civil disorders; acts of aggression; changes in any law or regulation adopted or issued by a governmental entity after the date of this Agreement; a court order; explosions; failure of utilities; material shortages;
- b. Diseases, plagues, quarantine, epidemics or pandemics;
- c. Federal, state, or local work or travel restrictions to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics; or
- d. The State's need to occupy, utilize, or repurpose an active or prospective work area due to diseases, plagues, quarantine, epidemics, pandemics, work or travel restrictions, and the need to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics.

Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract within two (2) business days of the party's knowledge of significant non-performance risk.

30. 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.

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31. OPPORTUNITY BUYS

The Director for the State of Delaware, Office of Management and Budget, Government Support Services can waive use of a central contract pursuant to 29 *Del. C.* § 6911I. 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 [Opportunity Buy Flowchart](#). 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.

32. I FOUND IT CHEAPER

Director for the State of Delaware, Office of Management and Budget, Government Support Services 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 [I Found It Cheaper Flowchart](#). 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.

33. 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 (Sample Report - 1) 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 and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to vendusage@delaware.gov, with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the full month (Report due by January 15th will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured, and prices paid. Reports required monthly, including those with “no spend”. 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 Order 49](#), 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,

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Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Sample Report - 2.

Accurate 2nd Tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at vendorusage@delaware.gov 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.

34. 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, email, fax or computer on-line systems.

35. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS25638-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.

36. 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.

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.

37. 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

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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.

38. 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.

39. 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.

40. 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 its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing the Subcontractor Form, and are subject the approval and acceptance of Government Support Services.

41. 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.

42. ENVIRONMENTAL PROCUREMENT REQUIREMENTS

- a. 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.

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- b. 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.
- c. 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: [Environmentally Preferred Purchasing Policy](#)

43. PERSONNEL, EQUIPMENT AND 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 subcontractors identified on the Subcontractor Form are considered approved upon award. Changes to those subcontractor(s) listed in the original solicitation response must be approved in writing by the State.

44. FAIR BACKGROUND CHECK PRACTICES

Pursuant to 29 Del. C. [§ 6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§ 711\(g\)](#) for applicable established provisions.

45. VENDOR BACKGROUND CHECK REQUIREMENTS

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth and long-term care residents, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at: <https://sexoffender.dsp.delaware.gov/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract but may provide support or off-site premises service for contract vendors. Should an individual be identified, and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract and

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certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual agency requesting services may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided, the location(s) being accessed, or as a matter of law. This includes, but may not be limited to, background checks that are compliant with 31 Del. C. §309 and/or 16 Del. C. § 1141 or other applicable laws. The agency requesting service is responsible for notifying the vendor of any special requirements at the time-of-service request, including the applicability of 31 Del. C. §309 and/or 16 Del. C. § 1141 or other statutory requirements. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract. The Vendor(s) shall be responsible for all costs associated with background check requirements. The access to and the provision of services by the Vendor or its agents may be withheld until background checks are completed and deemed accepted by the Agency requesting services.

46. DRUG TESTING REQUIREMENTS FOR LARGE PUBLIC WORKS

Pursuant to 29 *Del.C.* [§ 6908\(a\)\(6\)](#), effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 *Del.C.* [§ 6962](#).

Final publication of the identified regulations can be found at the following:
[4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects](#)

47. 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> .

48. 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 \$500,000 for new construction (including painting and decorating) or \$45,000 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.

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49. DISPUTE RESOLUTION

At the option of the parties, they shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, the parties elect to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to a mediator selected by the parties. If the matter is not resolved through mediation, it may be submitted for arbitration or litigation. The Agency reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by State of Delaware law, and jurisdiction and venue shall be in the State of Delaware. Each party shall bear its own costs of mediation, arbitration, or litigation, including attorneys' fees.

50. REMEDIES

Except as otherwise provided in this solicitation, including but not limited to Section 48 above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this solicitation, 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.

51. 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 his 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

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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.

52. 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 thirty (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.

On receipt of the contract cancellation notice from the State, the Vendor shall have not less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

- 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.

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53. 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.

54. 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.

55. 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. 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.

56. 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 or order.

57. 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, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

58. TESTING AND INSPECTION

The State of Delaware reserves the right to conduct any test or inspection it may deem necessary to ensure equipment, materials and services conform to contract requirements.

59. 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.

60. 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.

61. 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.

62. 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.

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63. IRS 1075 Publication (If Applicable)

a. Performance

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be performed under the supervision of the contractor or the contractor's responsible employees.

The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

The contractor shall comply with agency incident response policies and procedures for reporting unauthorized disclosures of agency data.

b. Criminal/Civil Sanctions

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

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Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

c. Inspection

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

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64. 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.

65. SUBCONTRACTS

Subcontracting is permitted under this RFP and contract. However, every subcontractor or reseller shall be identified in the Proposal (Subcontractor Form) 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.

66. 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.

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- 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. [Corrective Action Report](#)

67. 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

68. ASSIGNMENT

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

69. 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
600A S. Bay Road
Dover, DE 19901-4604**

70. 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 or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

71. NO PRESS RELEASES OR PUBLIC DISCLOSURE

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

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.

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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. PUBLIC BID OPENING ANNOUNCEMENT

CONTRACT NO. GSS25638-MARKET_ADV
Marketing, Public Relation Services, Advertising, and Media Buying

For anyone who wishes to witness the Bid opening they may do so:

- **In-Person**
Wednesday, October 2, 2024, at 3:00 PM (Local Time)
Government Support Services
600A South Bay Road
Dover, DE 19901
- **Virtual (Microsoft Teams Meeting)**
Wednesday, October 2, 2024, at 3:00 PM (Local Time)
Join the meeting
Meeting ID: 229 884 653 844
Passcode: SQiUGZ

The public proposal opening ensures 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.

Remainder of page intentionally left blank.

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Sample Reports 1 – Usage Reporting

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware - Monthly Usage Report									
<input type="checkbox"/> Refresh and Replicate Previous Report									
Contract No.: Contract Title: See Below for Transaction Detail									
E-mail report to vendorusage@delaware.gov no later than the 15th of each month for prior calendar month usage									
Check here if there were no transactions for the reporting period <input type="checkbox"/>									
FSF #: Supplier Name: Contact Name: Contact Phone: 		State Contract Item Sales \$ - Non-State Contract Item Sales \$ - Total Sales \$ -			Report Start Date: Report End Date: Today's Date: 				
Customer Group	Customer Department, School District, or OTHER Municipality / Non-Profit	Customer Division (State Agency Section name, School name, Other Municipality / Non-Profit name)	Item Description	Awarded Contract Item Yes/No	Contract Item Num	Unit of Measure	Qty	Contract Proposal Price / Rate	Total Spend (Qty x Contract Proposal Price / Rate)

Note: A copy of the current 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@delaware.gov

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Sample Reports 2 – Tier 2 Reporting

SAMPLE REPORT – FOR ILLUSTRATION PURPOSES ONLY

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 Tax ID*	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/WB E 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 current 2nd Tier 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@delaware.gov



**The Office of Supplier Diversity (OSD) has moved to the
Division of Small Business (DSB)**

Supplier Diversity Certification Applications can be found here:
[Certifications - Division of Small Business - State of Delaware](#)

Completed Applications can be emailed to: OSD@Delaware.gov

For more information, please send an email to OSD:
OSD@Delaware.gov or call 302-577-8477

[Subscribe](#) to the OSD Mailing List

New address for OSD:
Carvel State Building
820 N. French Street, 10th Floor
Wilmington, DE 19801

Telephone: 302-577-8477 / Fax: 302-736-7915

Email: OSD@Delaware.gov

Web site: <https://business.delaware.gov/osd/>

Dover address:
(Local applicants may drop off applications here)

99 Kings Highway
Dover, DE 19901
Phone: 302-739-4271

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

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Attachment 2 – Performance Bond
Performance Bond has been waived

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal ("**Principal**"), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety ("**Surety**"), are held and firmly bound unto the _____ ("**Owner**") (*insert State agency name*), in the amount of _____ (\$ _____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. _____ dated the _____ day of _____, 20__ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

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IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Witness

Name

Title

Date

Company Name

Company Address

SURETY

Witness

Name

Title

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Attachment 3 – Bid Bond

Bid Bond

BID BOND HAS BEEN WAIVED

KNOW ALL MEN BY THESE PRESENTS That _____ of _____ of the County of _____ and State of _____ principal, and _____ of _____ of the County of _____ and the State of _____ as surety, legally authorized to do business in the State of Delaware, are held and firmly bound unto the State of Delaware in the sum of _____ Dollars or _____ per cent (not to exceed _____ Dollars) of amount bid on Contract No. _____ to be paid to said State of Delaware for the use and benefit of the _____ of said State, for which payment well

(hereinafter referred to as Agency)

and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole, firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden principal _____ who has submitted to said Agency of the State of Delaware, a certain proposal to enter into a certain contract to be known as Contract No. _____, for the furnishing of certain products and/or services within the said State of Delaware shall be awarded said Contract No. _____, and if said _____ shall well and truly enter into and execute said Contract No. _____ and furnish therewith such surety bond as may be required by the terms of said contract and approved by said Agency, said contract and said bond to be entered into within twenty days after the date of official notice of the award thereof in accordance with the terms of said proposal, then this obligation to be void or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____ in the year of our Lord two thousand and _____ (20____).

SEALED AND DELIVERED IN THE

Presence Of _____

Name of Bidder (Principal) (Seal)

Witness

_____ BY

_____ (Seal)

Corporate
Seal

Title

_____ BY

Name of Surety (Seal)

_____ (Seal)

Title

Appendix A – SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

I. OVERVIEW

A. PURPOSE AND INTENT

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

Additionally, the contract will provide Agencies the ability to acquire Media Buying for Advertising on an as-needed basis for promotion of the 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 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 Agency and vendor, through the Contract Officer, 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 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.

B. OBJECTIVES

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

- Provide a measurable advertising and public relations campaign(s) that meet Agency goals;
- Campaigns should address Agency goals including return on investment;
- Campaigns should utilize the latest technology for achieving Agency goals;
- Optimize outreach to target audiences;
- Maximize cost effectiveness with strategic campaign goals and media buying opportunities;
- Provide data to show the effectiveness of campaign.

C. CONTRACT PRECEDENCE

1. 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 [GSS23483-DESIGN_LAY](#) for Design and Layout Services and all state-wide printing encompassed under contract [GSS20811A-RPINT_SVC](#) 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.

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2. **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.

3. **Director's Right to Approve Bid**

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.

D. DEFINITIONS

1. **Social Media**: Social Media describes Internet-based technology communication tools with a focus on immediacy, interactivity, user participation and information sharing in multiple ways. 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. Social Media refers to the following:

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

2. **Digital Media**: term that describes technology-based communication tools with a focus on immediacy, interactivity, user participation and information sharing in multiple ways. Digital Media refers to the following:

- a. Forums
- b. Weblogs (blogs, vlogs, microblogs, presence applications)
- c. Wikis
- d. Social Bookmarking
- e. Social Communication Sites
- f. Podcasts
- g. Photos
- h. Videos (video, vlogs, live casting)
- i. Real-Time Web Communications (chat, chat rooms, video chat)
- j. Email communications
- k. Websites

3. **Media Buying**: The purchase of advertising from a **media** company such as a television station, newspaper, magazine, blog or website.

4. **Advertising Services**: The service utilized to call the public's attention to the State, through the use of various forms of media, such as print or broadcast notices.

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5. **Marketing and Public Relation Services:** Marketing aims to reach current and potential customers, whereas public relations is about maintaining positive relationships with anyone who has an interest in the State.

II. GENERAL SPECIFICATIONS

A. **CUSTOMER SERVICE**

The Vendor(s) should provide each of the State and the Contract Users a single, local point of contact (and a backup) to handle service requests, questions and/or problems that may arise. At least one Customer Service Representative must be available during vendor's operating hours. All representatives must have on-line access to information to provide immediate response to inquiries concerning the status of campaign project and general information. Representatives should be available by phone, fax, or email (local or 800 number preferred).

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.

Vendor is responsible to provide immediate notification of any changes in Customer Service contact information to the Government Support Services Contract Officer overseeing the contract. 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.

The vendor(s) shall provide an escalation tree for problem resolution.

B. **COVERED SERVICES**

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

1. **Social & Digital Media** – Technical requirements related to Social Media can be found in Section III.
2. **Media Buying** – Technical requirements related to Media Buying can be found in Section IV.
3. **Advertising Services** – Technical requirements related to Advertising Services can be found in Section V.
4. **Marketing and Public Relations Services** – Technical requirements related to Marketing and Public Relations Services can be found in Section VI.

C. **OWNERSHIP OF MATERIALS**

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

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representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, and native graphic design files, 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.

D. 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.

E. TECHNOLOGY REQUIREMENTS

1. 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.

2. 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.

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 [Standards and Policies - Department of Technology &](#)

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[Information \(DTI\) - State of Delaware](#), 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.

F. VENDOR RESPONSIBILITY

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, analytics, data/research, 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.

G. AGENCY RESPONSIBILITY

The Agency will provide all vendors they are seeking a campaign quote from with the same information. Information shall include, but not be limited to purpose of campaign, target audience, timeline, budget, media type(s), and projected return on investment.

III. SOCIAL AND DIGITAL MEDIA REQUIREMENTS

- A.** 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.
- B.** 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 Standards and Policies.
- C.** 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.
- D.** Non-Public or Confidential information will be protected and not disclosed via any Social Media outlet site.

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- E. 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, YouTube, LinkedIn, Google+, Instagram, and Pinterest.
- F. 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.
- G. 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.
- H. 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.
- I. Contractor shall provide results of all campaigns as requested by the agency.
- J. 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.
- K. All materials are the property of the State. The Contractor is required to provide all materials in an editable file format. This will allow for Printing and Publishing Office to outsource printing and/or the agency to have the materials revised for future social media campaigns, while staying within the brand guidelines, as required.

IV. MEDIA BUYING REQUIREMENTS

- A. The Contractor will negotiate price and placement of ordering Agency advertisement and/or media and procure the placement on behalf of the ordering Agency.
- B. 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.
- C. 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
- D. 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,

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the Contractor shall identify, wherever appropriate, cooperative advertising and promotional opportunities with the ordering Agency's public and private sector partners.

- E. 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.)
- F. 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.
- G. Television spots, and all video may require closed captioning.
- H. **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.**

V. ADVERTISING SERVICES

- A. 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.
- B. For classified ads, including job recruitment, agencies are required to use contract GSS22199-CLASSIFIED_AD and subsequent iterations.
- C. **The Contractor will provide the ordering Agency with all assets including, but not limited to final print, web ready and packaged native files at the completion of each job.** All files are the property of the State of Delaware.
- D. 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.
- E. 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.
- F. All materials are the property of the State. The Contractor shall be required to provide all print materials in an editable file format. This will allow for Printing and Publishing Office to outsource printing and/or the agency to have the print materials translated into necessary languages, as required.
- G. 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.

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- H.** 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.
- I.** 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.
- J.** 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.).
- K.** 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.
- L.** 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.
- M.** The Contractor shall supply photographic services as needed and approved by the ordering Agency.
- N.** If selected as part of the media mix, the Contractor shall create, produce and distribute:
- outdoor advertisements
 - radio spots
 - print advertisements submitted to the Printing and Publishing Office by the State agency ([OMB - Government Support Services - Printing and Publishing Office \(delaware.gov\)](http://delaware.gov/omb-printing-pub-office))
 - television commercials
 - Internet advertisements
 - collateral and other advertising
 - social media
 - digital media
- O.** 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.
- P.** 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.
- Q.** The Contractor may subcontract work to firms not expressly identified as part of proposal submission, through the submission of the Sub-Contractor Form, along with three references, to the State Contract Procurement Officer for consideration and approval prior to utilizing the subcontractor. Examples of such subcontracted work include, but may not be limited to, photography, radio and television commercials, production and research projects.

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- R. 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.
- S. 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.
- T. 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.
- U. The Contractor shall provide written project status reports to the ordering Agency on a monthly basis.
- V. 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.
- W. 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.
- X. 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.
- Y. 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.
- Z. 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.*
- AA. 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. State agencies must fill out a work order for the printing and submit to the Printing and Publishing Office (PPO).
- BB. 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.

The State Seal for the State of Delaware shall be the Great Seal of the State of Delaware (29 Del. C. § 301). Depending upon the usage of the Great Seal, Coat of Arms, State Flag, or any variation of

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these, there may be a need for approval from the Secretary of State. The agency's Cabinet Secretary must request permission in writing to the Secretary of State by filling out the form in the following link: <https://sos.delaware.gov/state-emblems-request-form/>. The specific reason, purpose of the usage, where, and how must be noted when completing this form.

- CC.** The Contractor shall provide proofreading services for all advertising media publication and broadcast.
- DD.** 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.
- EE.** 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.
- FF.** 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.
- GG.** 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.

VI. MARKETING AND PUBLIC RELATIONS SERVICES

- A.** 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.

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.

The Contractor will provide the ordering Agency with all assets including, but not limited to final print, web ready and packaged native files at the completion of each job. All files are the property of the State of Delaware.

- B.** 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.
- C.** 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.
- D.** 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.

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- E.** 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.
- F.** The Contractor will develop Strategic Planning for advertising, marketing, and communications activities.
- G.** 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.
- H.** 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.
- I.** 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.
- J.** The Contractor shall develop marketing plans and campaigns consistent with Agency goals and objectives.
- K.** The Contractor shall work with the ordering Agency to provide diverse talent for photography, social media campaigns, voice overs and video production.
- L.** 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.
- M.** Broadcast, radio, Website and collateral creative design, execution, and production will be accomplished by the Contractor. Printing must be coordinated with the Printing and Publishing Office ([OMB - Government Support Services - Printing and Publishing Office \(delaware.gov\)](http://delaware.gov)), by the State Agency.
- N.** The Contractor will provide expertise in the area of event planning.
- O.** The Contractor will use good faith efforts to obtain the most cost-effective buyouts 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).
- P.** Implement the marketing plan using materials created by the vendor and/or pre-produced media materials.
- Q.** 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.
- R.** 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.

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- S.** 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.
- T.** 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.
- U.** 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.
- V.** The contractor shall provide written project status reports on either a weekly, bi-weekly, or monthly basis as required by the Ordering Agency.
- W.** 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.
- X.** 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.
- Y.** 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.
- Z.** 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.
- AA.** 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.
- BB.** 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;

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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.

CC. 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.*

DD. 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.

EE. 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.

FF. 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.

GG. 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.

HH. 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.

II. 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.

JJ. 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.

**The ordering Agency will work with DTI to determine if a DTI Business Case will be required.*

KK. The Contractor will provide research consultation and analysis.

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- LL.** 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.
- MM.** The Contractor, at the ordering Agency's request, will provide assistance in developing and updating an annual Marketing Plan and annual Sales Plan.
- NN.** The Contractor will provide program and campaign-specific development of advertising and communications plans to support the Marketing Plan.
- OO.** The Contractor will provide budget control and shared responsibility for cost control.
- PP.** 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.
- QQ.** 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.
- RR.** The Contractor will provide photography of events.
- SS.** The Contractor will provide crisis management as requested by the ordering agency.
- TT.** No Marketing or Public Relations activities shall be conducted, made public or disseminated without the approval of the ordering agency.

VII. PRINT NEEDS

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".

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.

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.

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

VIII. ASSOCIATED TRAVEL

Vendor, per the contract and approved Statement of Work, shall be reimbursed only for pre-approved reasonable travel expenses required as part of the campaign project. An estimate of travel costs for the project must be provided by the vendor in the cost proposal. Travel expenses shall include transportation, lodging and meals at rates not to exceed the federal rates established by the U.S. General Services Administration (GSA) which are available at <http://www.gsa.gov/perdiem>. Vendor shall use the lowest cost travel method and itinerary when making travel arrangements. Vendor shall notify the State's designee with anticipated dates and requirements of travel prior to finalizing travel arrangements. Receipts are to be attached to monthly invoice, in support of reimbursement request.

The following is a partial list of expenses not considered appropriate.

- Alcoholic beverages
- Exorbitant meals
- Personal services (e.g., barber, hairdresser, massages, etc.)
- Personal items (e.g., clothing, luggage, toiletries, etc.)
- Entertainment (e.g., movies, newspapers, magazines, books, etc.)
- Laundry or valet services
- Spouse or guest expenses
- Personal automobile repairs
- Upgrades (e.g., airfare class, hotel, car, etc.)
- In-flight or in-room movies
- Frequent flier or similar award programs
- Childcare or pet care
- Parking tickets or traffic violations
- Fines, penalties and legal fees
- Flight cancellation insurance
- Tips in excess of accepted standards

IX. JOB QUOTES

- A. An ordering Agency may request campaign quotes from more than one vendor.
- B. For each campaign, the Contractor shall provide a detailed budget and schedule appropriate to the specific campaign that includes a firm price quotation, using the State of Delaware template Appendix E, Quote Sheet. 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.
- C. 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 the template provided ("quote sheet") in Appendix E 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.
- D. The Contractor must obtain at least three (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.

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X. SCOPE REDUCTION

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.

XI. 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).

XII. PROJECT COMPLETION

Unless indicated otherwise, deliveries shall be made directly to the ordering Agency.

****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.***

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.

Robust agency campaigns will be quoted on a project specific basis. Per Section VI.17. of the 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.

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.

All invoicing received from the vendor must have detailed support to include separate lines showing all billable transactions. 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

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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.

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APPENDIX B – SAMPLE CAMPAIGN REQUIREMENTS

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 bidders' project/plan in equal scenarios.

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 sample campaign. Please base PLAN data as requested in this General section and the below Plan Based Program Promotion on Appendix E – Quote Sheet available on mymarketplace.delaware.gov and <https://gss.bonfirehub.com/>. Appendix E – Quote Sheet should be included in your Sample Campaign.

Sample Campaign is a requirement for the bidder to be considered for award of this contract.

2. SUBMISSION REQUIREMENTS

Vendor responses shall include the following:

A. Overall Customer Information and Public Awareness Plan

The bidder should submit a formal plan that describes a comprehensive public relations/promotion plan for the 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.

B. 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 provided with submission. Photocopies of storyboards are acceptable. No original sets of creative concepts need be submitted in the proposal.

C. 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 are in the best interests the State.

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D. 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.

E. Collateral Plan

This section should consist of a detailed plan for each budget level 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 response, printed material pricing may be acquired at bidder's discretion.

3. BASIS FOR SAMPLE CAMPAIGN

Each bidder shall present a campaign to inform the public of features, education and support for families to attract individuals, families and businesses to the State of Delaware. This should be a one-year campaign and shall include plans for different budget levels of \$10,000, \$50,000 and \$100,000. The bidder may itemize any add-ons to the highest budget level. Itemization should include definition, value and cost.

The campaign should follow the requirements stated for Marketing, Advertising and Public Relations from Appendix A – SCOPE OF WORK AND TECHNICAL SPECIFICATIONS – Sections III – VI. Campaigns should align with one or more initiative found at [Initiatives - Governor John Carney \(delaware.gov\)](http://delaware.gov). Bidders will determine and identify target audience, media types and rationale for allocating funds to various components of the campaign.

The full plan shall be submitted as part of the bidder's response to the RFP and may include any supporting material, such as slides, video samples, graphics, text, etc. The Oral Presentation will include a concise overview of the campaign and an explanation of how the success of the campaign will be measured.

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Appendix C – REQUIRED FORMS

Appendix C is a separate file found on mymarketplace.delaware.gov and <https://gss.bonfirehub.com/>. This appendix contains instructions on how to structure your solicitation response and the forms that are to be completed and submitted through the [online bid submission portal](#) using the provided format.

Appendix D1 – PRICING
Appendix D2 – MEDIA BUYING UPCHARGE

Appendix D1 and Appendix D2 are separate files found on mymarketplace.delaware.gov and <https://gss.bonfirehub.com/>. Appendix D1 and D2 must be submitted through the [online bid submission portal](#) using the provided format.

Appendix E – QUOTE SHEET

Appendix E is a separate file found on mymarketplace.delaware.gov and <https://gss.bonfirehub.com/>. Appendix E must be submitted through the [online bid submission portal](#) using the provided format as part of the Sample Campaign response and will required template for all campaigns quoted under the resulting award.