



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

August 30, 2012

TO: ALL OFFERORS

FROM: MICHAEL BACU
STATE CONTRACT PROCUREMENT OFFICER

SUBJECT: **ADDENDUM TO REQUEST FOR PROPOSAL
CONTRACT NO. GSS13649-SECC
Charitable Campaign Administrator**

ADDENDUM #1

This Addendum is issued to answer vendor questions and provide greater contract detail regarding the referenced Request for Proposal. All other terms and conditions remain the same.

Q1. Will this RFP be open to Delaware Based organizations only or can those outside of Delaware also apply?

Executive Order 11, paragraph 2(c) requires an organization to have an established physical presence in Delaware.

“An organization must have an established physical presence in the State of Delaware, either in the form of an office or service facility which is staffed at least fifteen hours a week, or by making available its staff through scheduled appointments with Delaware residents or businesses at least fifteen hours a week.”

Executive Order 11 is available at the following link:

http://governor.delaware.gov/orders/exec_order_11.shtml#TopOfPage

Q2. Will the State of Delaware pay campaign administrator fees (versus current method of campaign administrator taking fees directly from donor contributions)?

The Campaign Administrator, if performing full administration responsibilities, will receive full contributions and deduct fees directly at the percentage identified in Appendix H of the RFP. For partial administration responsibilities, the administrative fee payment process will be negotiated.

Q3. Will the State of Delaware pay 100% of “pledges” to campaign administrator and campaign administrator be expected to distribute funds to charities as designated?

Yes. The Campaign Administrator will distribute contributions.

Q4. Referencing Page 75 (Full versus Partial Administration), is the State of Delaware asking for five (5) years – versus 2013 through 2015 contract period?

The original contract term is for two years. There are options to extend the contract for three additional, one-year periods through negotiation between the Vendor and Government Support Services.

Q5. Page 34 (Item #5): For balance sheets and financial documentation, are you requiring 990s, audited financial statements, or both?

The IRS Form 990, *Return of Organization Exempt From Income Tax*, for the previous tax year is required at a minimum.

Q6. Page 34 (Item #3): What do you mean by “accreditation status (if applicable)?”

An approved vendor must provide proof of its charitable status as defined in Executive order 11, paragraph 2(d).

“An organization shall hold and maintain a currently valid designation from the Internal Revenue Service as a section 501(c)(3) organization, and be eligible to receive tax-deductible contributions under Section 170 of the Internal Revenue Code. A copy of the Internal Revenue Service designation letter shall be submitted with the application.”

Executive Order 11 is available at the following link:

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Q7. Instruction Page 23 (Item #25 – Reporting Requirement) and Attachment 8 (Page 44) doesn’t seem applicable to this contract type. Please confirm or explain how the state wishes campaign administrator to utilize this reporting document?

Usage Reports shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Vendor electronically in Excel Format. For this contract, all administrative payments received by the awarded vendor would be provided on the monthly usage reports.

Q8. Attachment 9 (Page 45) also doesn’t seem applicable to this contract type. Please confirm or explain how the state wishes campaign administrator to utilize this reporting document?

Attachment 9 is a sample of the monthly usage report identified in Question 7

Q9. Performance Bond (Page 7 – Letter “L”), does this have to be in place by the time our application is submitted (on/before September 18, 2012, at 1 p.m.)?

A performance bond is required only after the contract is awarded.

Q10. Clarification: Referencing Page 27 (Item #38 – Termination of Contract): If awarded, does campaign administrative also have a right to terminate contract with the state giving at least sixty (60) days notice?

No. The awarded vendor is signing an agreement for the contract term.

Q11. If awarded, does campaign administrative have same right to request amendments to the contract in writing and contingent upon mutual agreement between parties?

Any changes after the contract award are negotiated between the awarded vendor and Government Support Services.

Q12. If the bond is required before/with submission of our bid, will we be reimbursed for the cost if not awarded the contract?

A performance bond is not required with the bid submission.

Q13. Why can the cost only be 10% and 5%, where did this come from? Is this a cost and then we add our fee?

The awarded vendor is paid a maximum of 10% of the monies raised for their administrative service administering the campaign. If administration is limited only to disbursing funds received, the maximum is 5%.

All other terms and conditions remain the same.

