



Date: 02/24/2021

Agency: Minnesota Department of Health

PT Coordinator/Agency Contact:

Name: Kathryn Morrison

Title: Communications Operations Manager

Email Address: Kathryn.morrison@state.mn.us

Phone Number: 651-201-4999

Is this Document a RUSH: Yes

16A/16C Violation?

16A

16C

Document Type:

Certification

Single Source

RFP

PT Contract

JPA

Income Contract

Amendment

Work Order

Assignment Agreement

Other:

Vendor Name: Clarity Coverdale Fury

SWIFT Number: 0000234701

SWIFT Event Number: N/A

Master Contract ID: N/A

Work Order Number: N/A

Project/Contract Description: COVID media campaign

State's Authorized Representatives: Jeff Colonna, Maria Rodriguez, Carmen Patton-Minder, Virginia Davis, Todd Goetze

Original Contract Term: Start Date 5/19/20; End Date 12/31/2020

Current Contract Term: Start Date 5/19/20; End Date 04/30/2021

Proposed Contract Term: Start Date 5/19/20; End Date 06/30/2021

Current Contract Dollar Value: \$10,005,607.00

Proposed Contract Dollar Value: \$10,605,607.00

Notes:

1. Amendment 7 to SWIFT Contract No.: 179557

Health Dept COVID-19 Campaign Amendment-7: COVID Vaccines Part 2

2. On the page titled "Youth Campaign, Additional Costs - Contract Amendment 2" on the Revised Exhibit E, please disregard the short underlines beneath all of the dollar signs (\$). They are embedded in the document and we are unable to find a way to remove them. This has been cleared by PaZong in the state Department of Administration.

AMENDMENT COVER SHEET**(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)****Instructions:**

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, solicitation document, single source justification, the original contract, and any previous amendments as these are used for reference.**
3. Admin will retain this cover sheet for its files.

Agency: Health **Name of Contractor:** Clarity Coverdale Fury

Current Contract Term: 5/19/2020 – 04/30/2021 **Project Identification:** Health Dept COVID-19 Campaign Amendment-7: COVID Vaccines Part 2

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

What changes are being made to the to the contract? Complete appropriate box(es) for the amendment submitted.

1. **Amendment to the Expiration Date of the contract**
 - a. Proposed New Expiration Date: June 30, 2021
 - b. Why is it necessary to amend the Expiration Date? The work planned with this amendment will run past the current expiration date of April 30, 2021.

2. **Amend Duties and Cost** **Amend Duties Only**

- a. Describe the amendment: This amendment adds Media Planning/Buying/Management, Production and Ongoing Campaign Management work and cost to the COVID-19 Vaccine work specified in Amendment-6 of this contract.
- b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:

| | |
|---|-----------------|
| Amount of Original Agreement: | \$ 3,800,000.00 |
| Amount of Amendment-1 Mask Up: | \$ 310,570.00 |
| Amount of Amendment-2 Youth: | \$ 4,639,430.00 |
| Amount of Amendment-3 Youth + Statewide Campaign: | \$ 0.00 |
| Amount of Amendment-4: Flu Vaccines: | \$ 455,607.00 |
| Amount of Amendment5: | \$ 0.00 |
| Amount of Amendment-6: COVID Vaccines: | \$ 800,000.00 |
| Amount of Amendment-7: COVID Vaccines II: | \$ 600,000.00 |
| Grand Total (Original + all Amendments): | \$10,605,607.00 |

3. **Amendment to change other terms and conditions of the contract:**

- a. Describe the changes that are being made:

Amendment 7 to SWIFT Contract No. 179557

| | | | |
|-------------------------------------|-------------------|------------------------------|------------------------|
| Contract Effective Date: | <u>05/19/2020</u> | Total Contract Amount: | <u>\$10,605,607.00</u> |
| Original Contract Expiration Date: | <u>12/31/2020</u> | Original Contract: | <u>\$ 3,800,000.00</u> |
| Current Contract Expiration Date: | <u>04/30/2021</u> | Previous Amendment(s) Total: | <u>\$ 6,205,607.00</u> |
| Requested Contract Expiration Date: | <u>06/30/2021</u> | This Amendment: | <u>\$ 600,000.00</u> |

This amendment is by and between the State of Minnesota, acting through its Commissioner of the Minnesota Department of Health ("State") and Clarity Coverdale Fury whose designated business address is 121 South 8th Street, Suite 1050, Minneapolis, MN 55402 ("Contractor"). State and Contractor may be referred to jointly as "Parties."

Recitals

1. The State has a contract with the Contractor identified as SWIFT Contract No.179557 ("Original Contract") to develop and execute a public awareness advertising campaign related to COVID-19 testing, case investigation, and contact tracing.
2. The agreement is being amended to extend the contract end date to June 30, 2021.
3. The agreement is being amended to add Media Planning/Buying/Management, Production and Ongoing Campaign Management work and cost to the COVID-19 Vaccine work specified in Amendment-6 of this contract.
4. The State and the Contractor are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment, changes to pre-existing Contract language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1. Clause 1 (1.2). "Term of Contract" is amended as follows:

1.2 Expiration date: ~~April 30, 2021~~ June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 2. "Contractor's Duties" is amended to add:

Contractor represents that it is duly qualified and agrees to perform all duties described in this Contract to the satisfaction of the State.

The Contractor, who is not a State employee, will complete, to the satisfaction of the State, all deliverables contained in the Project Plan and Budget, ~~3rd~~ 4th Revised Exhibit E, which is attached and incorporated into this State Contract.

REVISION 3. Clause 4. (4.1.1, 4.1.2, 4.1.3) "Consideration and payment" is amended as follows:

4.1.1 Compensation. According to the breakdown of costs contained in the Project Plan and Budget, ~~3rd~~ 4th Revised Exhibit E, which is attached and incorporated into this State Contract.

4.1.2 Total obligation. The total obligation of the State for all compensation and reimbursements to the Contractor under this Contract will not exceed ~~\$10,005,607.00~~ \$10,605,607.00.

4.1.3 Media Services Purchasing and Authority. Contractor is authorized to purchase Media Services for State. Contractor shall have purchasing authority not to exceed ~~\$8,287,407~~ \$8,756,407. (total media contract) during contract period. Contractor must secure prior written approval for all Media Services to be negotiated, placed and purchased by means of a Schedule and Estimate Form submitted by Contractor. A Schedule and Estimate Form template is hereby attached and incorporated into contract as Exhibit D "Schedule and Estimate Form" Template. Each submitted Schedule and Estimate Form shall include sufficient detail to ensure a thorough review and approval by State. State reserves the right to request additional detail during review and prior to approval.

REVISION 4. Clause 6. "Exhibits" is amended as follows:

- Exhibit A: contract Terms
- Exhibit B: Insurance Requirements
- Exhibit D: Schedule and Estimate Form
- 3rd 4th Revised Exhibit E: Project Plan and Budget

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: J.P. Marquis
 Signature: J.P. Marquis Digitally signed by J.P. Marquis
Date: 2021.03.01 14:30:03 -06'00'
 Title: Acct Officer Date: 3/1/21
 SWIFT Contract No. 179557/3000076459

3. State Agency

With delegated authority

Print Name: Jeffery J. Colonna
 Signature: Jeffery J. Colonna DocuSigned by:
Jeffery J. Colonna
F36E6932D94404...
 Title: Purchasing Supervisor Date: 3/3/2021

2. Contractor

The Contractor certifies that the appropriate person has executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print Name: Rob Rankin
 Signature: Rob Rankin DocuSigned by:
Rob Rankin
434A930C28E84A0...
 Title: President/CEO Date: 3/2/2021

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: PaZong Thao
 Signature: PaZong Thao DocuSigned by:
PaZong Thao
5A76479B1B5340E...
 Title: Contracts Specialist Date: 3/4/2021
 Admin ID: _____

66828

MDH
 COVID-19 Testing & Contact Tracing Campaign
 Deliverables and Budget
 06.17.2020

~~3rd Revised Exhibit E~~
 4th Revised Exhibit E



MDH COVID-19 Testing and Contact Tracing
 Project Plan and Budget Breakdown

| Phase and Deliverables | | Agency Fee | OOP Production Expenses | Media Budget | Total |
|---|---|---------------|-------------------------------|-----------------|-----------------|
| Kickoff and Immersion | | | | | |
| | Primary research: stakeholder interviews Secondary research review Creative brief Media Brief | \$ 4,200.00 | | | \$ 4,200.00 |
| Creative Concepting | | \$ 15,150.00 | | | \$ 15,150.00 |
| Creative Development | | | | | |
| | Deliverables will be created to fulfill the media plan for the year: television, radio, photoshoot, out-of-home, print, social media, paid search, streaming video/audio, digital banners, toolkit. | \$ 128,410.00 | \$ 200,000.00 | | \$ 328,410.00 |
| Media Planning/Buying/Management | | \$ 243,850.00 | | | \$ 243,850.00 |
| Ongoing Campaign Management | | \$ 33,390.00 | | | \$ 33,390.00 |
| Media Placement through 8/31 | | | | | |
| | Television | | | \$ 1,450,000.00 | \$ 3,275,000.00 |
| | Radio | | | \$ 550,000.00 | |
| | Out-Of-Home | | | \$ 100,000.00 | |
| | Print | | | \$ 150,000.00 | |
| | Social Media | | | \$ 400,000.00 | |
| | Paid Search | | | \$ 250,000.00 | |
| | Streaming Video/Audio | | | \$ 225,000.00 | |
| | Digital Banners | | | \$ 150,000.00 | |
| Total | | | | | \$ 3,900,000.00 |

MDH
Mask UP, Stay Safe, Go Forward
Deliverables and Budget
07.23.2020



MDHMaskUp, StaySafe, GoForward -NEW ContractAmendment
Project Plan and Budget Breakdown of NEW Contract Amendment

| Phase and Deliverables | | Agency Fee | OOP Production Expenses | Media Budget | Total |
|---|---|----------------------|-------------------------------|----------------------|----------------------|
| Mask Up | | | | | |
| Concepting | :15 mask up sports social video | \$ 11,000.00 | \$ - | \$ - | |
| | Display banners-(static and animated) 2 rounds of revisions | | | | |
| | Digital OOH - (4 executions) 2 rounds of revisions | | | | |
| | Radio script - 2 rounds of revisions | | | | |
| | Social ads - (FB and IG) 2 rounds of revisions | | | | |
| | Social copy | | | | |
| Production | :15 mask up sports social video | \$ 28,800.00 | \$ 11,480.00 | \$ - | \$ 51,280.00 |
| | Display banners (static) - 6 standard sizes | | | | |
| | Display banners (animated) - 6 standard sizes | | | | |
| | Radio production | | | | |
| | Social ads - 5 executions in 2 standard sizes | | | | |
| | Paid search | | | | |
| | Images purchased (4) | | | | |
| Media Planning & Buying | Agency fee and OOP expenses related to media planning, buying, placement and management for the MDH mask up campaign. | \$ 19,500.00 | \$ - | \$ 139,400.00 | \$ 158,900.00 |
| Go Forward | | | | | |
| | Creating :30 versions of Community videos | \$ 10,000.00 | \$ 6,500.00 | \$ - | \$ 36,600.00 |
| | Additional Anthem edits - an additional :60 and two :15s | \$ 10,000.00 | \$ 3,000.00 | \$ - | |
| | Transit creative development | \$ 6,500.00 | \$ - | \$ - | |
| | MPR script creative development | \$ 600.00 | \$ - | \$ - | |
| Stay Safe | | | | | |
| Concepting | Display banners (static and animated) - 3 versions | \$ 14,500.00 | \$ - | \$ - | |
| | OOH (Digital and Print) - 3 executions | | | | |
| | Print - 2 executions | | | | |
| | :30 video - animated/graphic art card approach for TV | | | | |
| | Companion banner - streaming audio | | | | |
| | Radio Script | | | | |
| Production | Social ads - 4 executions | \$ 34,800.00 | \$ 14,490.00 | \$ - | \$ 63,790.00 |
| | Display banners (static and animated) - 3 versions in 6 standard sizes | | | | |
| | OOH (Digital and Print) - 3 executions | | | | |
| | Print - 2 executions | | | | |
| | :30 video - animated/graphic art card approach for TV | | | | |
| | Companion banner - streaming audio | | | | |
| | Radio Production | | | | |
| Social ads - 4 executions in 2 standard sizes | | | | | |
| Total | | \$ 135,700.00 | \$ 35,470.00 | \$ 139,400.00 | \$ 310,570.00 |

MDH
 Youth Campaign, Additional Costs
 Deliverables and Budget
 08.26.2020



Youth Campaign, Additional Costs - Contract Amendment 2
 Project Plan and Budget Breakdown of Contract Amendment 2

| Phase and Deliverables | | Agency Fee | OOP Production Expenses | Media Budget | Total |
|--------------------------|--|----------------------|-------------------------------|------------------------|------------------------|
| Youth Campaign | | | | | |
| Concepting | Video assets - TikTok, Instagram, Digital | \$ 16,000.00 | \$ - | \$ - | \$ 81,000.00 |
| | Streaming audio | | | | |
| | Display banners | | | | |
| | Social ads | | | | |
| Production | Video assets - TikTok, Instagram, Digital | \$ 40,000.00 | \$ 25,000.00 | \$ - | |
| | Streaming audio | | | | |
| | Display banners | | | | |
| | Social ads | | | | |
| Media | Media planning/buying/management | \$ 56,250.00 | \$ - | \$ 750,000.00 | \$ 806,250.00 |
| Go Forward | | | | | |
| Additional Production | Additional Anthem edits | \$ - | \$ 1,270.00 | \$ - | \$ 178,780.00 |
| | Anthem and Community video crops - square and vertical | \$ 400.00 | \$ 500.00 | \$ - | |
| | Additional TV/radio edits - Broadcasters Association | \$ 3,500.00 | \$ 6,000.00 | \$ - | |
| | Messaging-based campaign edits (e.g. defining "answering the call", can accommodate bus design and production) | \$ 75,000.00 | \$ 92,110.00 | \$ - | |
| Media | Media planning/buying/management | \$ 247,500.00 | \$ - | \$ 3,200,000.00 | \$ 3,447,500.00 |
| Stay Safe | | | | | |
| Additional Production | Incremental Production - :15 video, message edits | \$ 6,000.00 | \$ 10,400.00 | \$ - | \$ 25,900.00 |
| | Additional TV/radio edits - Broadcasters Association | \$ 3,500.00 | \$ 6,000.00 | \$ - | |
| Total | | \$ 448,150.00 | \$ 141,280.00 | \$ 4,050,000.00 | \$ 4,539,430.00 |

MDH

Flu Campaign
 Deliverables and Budget
 09.17.2020



Flu Campaign - Contract Amendment 4
 Project Plan and Budget Breakdown

| Phase and Deliverables | | Agency Fee | OOP Production Expenses | Media Budget | Total |
|---------------------------|--------------------------------------|---------------------|-------------------------------|----------------------|----------------------|
| Flu Campaign | | | | | |
| Concepting | Display banners | \$ 16,000.00 | \$ - | \$ - | \$ 51,000.00 |
| | OOH | | | | |
| | Print | | | | |
| | :30 video | | | | |
| | Companion banner for streaming audio | | | | |
| | Radio Script | | | | |
| | Social ads | | | | |
| <u>Production</u> | Display banners | \$ 20,000.00 | \$ 15,000.00 | \$ - | |
| | OOH | | | | |
| | Print | | | | |
| | :30 video | | | | |
| | Companion banner for streaming audio | | | | |
| | Radio production | | | | |
| | Social ads | | | | |
| | Ongoing Campaign Management | \$ 5,000.00 | \$ - | \$ - | \$ 5,000.00 |
| Media | Media planning/buying/management | \$ 29,600.00 | \$ - | \$ 370,007.00 | \$ 399,607.00 |
| FLU CAMPAIGN TOTAL | | \$ 70,600.00 | \$ 15,000.00 | \$ 370,007.00 | \$ 455,607.00 |

MDH
 COVID-19 Vaccine Amendment
 and Budget Deliverables and
 Budget

3rd Revised Exhibit E



MDH COVID-19 Vaccine - Contract Amendment 6
 Project Plan and Budget Breakdown of Contract Amendment 6

| Phase and Deliverables | | Agency Fee | OOP Production Expenses | Media Budget | Total |
|---|---|---------------|-------------------------|---------------|---------------|
| Vaccine Creative Concepting and Production | | | | | |
| Concepting | Video (:30 for TV and :15 for digital) | \$ 32,000.00 | \$ - | \$ - | \$ 32,000.00 |
| | Audio (:30 script for radio and/or digital) | | | | |
| | Social Media (Facebook, Instagram, Twitter, Nextdoor, Snapchat) | | | | |
| | Display Banners (300x250, 320x50, 300x50, 728x90, 160x600, 300x600) | | | | |
| | OOH (Digital Billboards, Printed Billboards, Transit) | | | | |
| | Print (Newspapers, Magazines, Priority Population Media) | | | | |
| Production | Video (:30 for TV and :15 for digital) | \$ 40,000.00 | \$ 100,000.00 | \$ - | \$ 140,000.00 |
| | Audio (:30 script for radio and/or digital) | | | | |
| | Social Media (Facebook, Instagram, Twitter, Nextdoor, Snapchat) | | | | |
| | Display Banners (300x250, 320x50, 300x50, 728x90, 160x600, 300x600) | | | | |
| | OOH (Digital Billboards, Printed Billboards, Transit) | | | | |
| | Print (Newspapers, Magazines, Priority Population Media) | | | | |
| Media Planning/Buying/Management | | \$ 65,000.00 | \$ - | \$ 553,000.00 | \$ 618,000.00 |
| Ongoing Campaign Management | | \$ 10,000.00 | \$ - | \$ - | \$ 10,000.00 |
| Total | | \$ 147,000.00 | \$ 100,000.00 | \$ 553,000.00 | \$ 800,000.00 |

MDH
 COVID-19 Vaccine Amendment 7 Budget and Deliverables
 2.3.21



MDH COVID-19 Vaccine
Project Plan and Budget Breakdown of Contract Amendment 7

| <u>Phase and Deliverables</u> | <u>Agency Fee</u> | <u>OOP Production Expenses</u> | <u>Media Budget</u> | <u>Total</u> |
|---|-------------------|--------------------------------|---------------------|---------------|
| <u>Media Planning/Buying/Management</u> | \$ 51,000.00 | \$ - | \$ 469,000.00 | \$ 520,000.00 |
| <u>Production</u> | \$ 20,000.00 | \$ 50,000.00 | \$ - | \$ 70,000.00 |
| <u>Ongoing Campaign Management</u> | \$ 10,000.00 | \$ - | \$ - | \$ 10,000.00 |
| <u>Total</u> | \$ 81,000.00 | \$ 50,000.00 | \$ 469,000.00 | \$ 600,000.00 |