



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

October 31, 2012

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: MARIA FRY
STATE CONTRACT PROCUREMENT OFFICER
302-857-4583

SUBJECT: **AWARD NOTICE – Addendum #1 - Effective October 31, 2014**
GSS12659-PROFTRNG
PROFESSIONAL TRAINING SERVICES

TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:.....	2
2. CONTRACT PERIOD:	2
3. VENDORS:	2
4. SHIPPING TERMS:	3
5. DELIVERY AND PICKUP:.....	3
6. PRICING:.....	3
ADDITIONAL TERMS AND CONDITIONS.....	3



KEY CONTRACT INFORMATION

1. NON- MANDATORY USE CONTRACT

[\(Return to Table of Contents\)](#)

This multiple award contract is not mandatory use. However, all agencies are encouraged to utilize any of the pre-qualified vendors awarded on this contract. **Please note the PROCURES FOR THE PROFESSIONAL TRAINING SERVICES CONTRACT found under item 17.**

2. CONTRACT PERIOD

[\(Return to Table of Contents\)](#)

Each contractor's contract shall be valid for a two (2) year period from October 31, 2012 through October 30, 2014. Each contract may be renewed for two (2) additional one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

This contract has been extended through October 30, 2015.

3. VENDORS

[\(Return to Table of Contents\)](#)

Please note Contract Number in FSF below is different than the Award Notice Contract Number.

<p>GSS12659-PRO_TRAINV06 FSF Vendor ID: 0000160330 Blackburn and Associates LLC dba: Delaware Leadership Academy, Inc. 1050 Edgewood Chase Dr Glen Mills, PA 19342-9503 Contact: Bill Blackburn Phone: 484-431-8835 Email: bblackburn@academyleadership.com Website: www.academyleadership.com</p>	<p>GSS12659-PRO_TRAINV05 FSF Vendor ID: 0000151464 Carver and Associates dba: Dr. Joy 4645 Kempton Pl, NE Marietta, GA 30067-3642 Contact: Dr. Joy Carver Phone: 678-403-1082 or 770-560-1405 Email: joyjoy4645@mac.com Website: www.carverassociates.com</p>
<p>GSS12659-PRO_TRAINV01 FSF Vendor ID: 0000003016 Columbia University 215 W 125th St 3rd Floor New York, NY 10027-4426 Contact: Dr. Thomas Chandler, PhD Phone: 646-845-2313 Email: tec11@columbia.edu Website: http://nedp.crictraining.org</p>	<p>GSS12659-PRO_TRAINV09 FSF Vendor ID: 0000160397 Dale Carnegie Training of Delaware 230 E Seneca Dr. Newark, DE 19702-1932 Contact: Robert Johnston Phone: 302-968-7292, Ext. 307 Email: robert.johnston@dalecarnegie.com Website: www.delaware.dalecarnegie.com</p>
<p>GSS12659-PRO_TRAINV10 FSF Vendor ID: 9004050000 Delaware Technical & Community College 400 Stanton Christina Rd Newark, DE 19713-2111 Contact: Rachel Anderson Phone: 302-454-3900 Email: rander17@dtcc.edu Website: www.dtc.edu</p>	<p>GSS12659-PRO_TRAINV07 FSF Vendor ID: 0000160355 Elevate USA Inc. 1606 Jackson St Philadelphia, PA 19145-3821 Contact: Ellen Engel Phone: 252-288-2133 Email: ellen@elevate4success.com Website: www.elevate4success.com</p>

<p>GSS12659-PRO_TRAINV08 FSF Vendor ID: 0000160347 Germaine Group, Inc. dba: Germaine Training and Development P. O. Box 9910 Wilmington, DE 19809-0910 Contact: Dr. Claudia White Phone: 302-351-4918 Email: cgewhiet@germainetraining.com Website: www.germainetraining.com</p>	<p>GSS12659-PRO_TRAINV02 FSF Vendor ID: 0000027986 Goeins-Williams Assoc. Inc. dba: Performance Consulting 132 Island Lane Clayton, DE 19938-3870 Contact: Devona Williams Phone: 302-659-1099 Email: devogo@aol.com Website: www.goeinswilliams.com</p>
<p>GSS12659-PRO_TRAINV03 FSF Vendor ID: 0000150406 Pixstar, Inc. 1515 Savannah Rd Suite 200 Lewes, DE 19958-9424 Contact: George Reissig Phone: 302-644-8650 Fax: 302-644-8651 Email: greissig@pixstar.com Website: www.pixstar.com</p>	<p>GSS12659-PRO_TRAINV04 FSF Vendor ID: 0000026024 Professional Staffing Associates 3301 Green St Claymont, DE 19703-2052 Contact: Priscilla Turgon Phone: 302-798-3520 Fax: 302-798-0215 Email: pturgon@aol.com Website: www.professionalstaffinginc.com</p>

4. SHIPPING TERMS

[\(Return to Table of Contents\)](#)

F.O.B. destination; freight pre-paid.

5. DELIVERY AND PICKUP

[\(Return to Table of Contents\)](#)

Not Applicable - Services delivered on site at various State Locations to be determined

6. PRICING

[\(Return to Table of Contents\)](#)

Please see the appropriate tab on the Pricing Spreadsheet – Addendum 2 located on the Awarded Contract Details page: http://contracts.delaware.gov/contracts_detail.asp?i=1128.

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

ADDITIONAL TERMS AND CONDITIONS

[\(Return to Table of Contents\)](#)

7. BILLING

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s)**. Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE

Successful contractors 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. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. PURCHASE ORDERS

Agencies are required to identify the contract number GSS12659-PRO_TRAIN on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

12. REQUIREMENTS

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any related contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page

13. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

14. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

15. FORCE MAJEURE

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

16. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

17. PROCEDURES FOR THE PROFESSIONAL TRAINING SERVICES CONTRACT

Prior to issuing a purchase order, the ordering agency shall complete the following:

1. Determine the training topic or service needed by the agency.
2. Review the list of pre-qualified vendors on the Professional Training Services Contract Pricing Spreadsheet accessed from the contract details page. This list includes vendor's contact information, services provided and pricing. Agencies are encouraged to negotiate the price of the services with the vendor based on the training services being provided. It is important to keep in

Award Notice
Contract No. GSS12659-PROFTRNG
Professional Training Services

mind the type and length of training, the size of the audience and additional costs including materials, supplies and any development costs.

3. Contact one or more vendors and request a quote for the requested services. Select the most qualified vendor with the best pricing.
4. Obtain agency approval for the service through your agency's normal contracting process.
5. If the training service is over \$5000, and meets the conditions outlined in [Director Visalli's Memorandum](#), a [Training Request Form](#) should be submitted to OMB/HRM Statewide Training for approval.
6. Statewide Training will provide a response within 48 hours of the request and either ask for clarification or approve the request. The approval is sent to the agency with a copy to OMB with instructions on forwarding the documentation through the purchase order process.