

STATE OF DELAWARE EXECUTIVE DEPARTMENT OFFICE OF MANAGEMENT AND BUDGET

April 13, 2017

- TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER FIRE COMPANIES AND POLITICAL SUBDIVISIONS
- FROM: MARIA BAGLEY STATE CONTRACT PROCUREMENT OFFICER II 302-857-4583
- SUBJECT: AWARD NOTICE Addendum #3 Effective April 1, 2019 CONTRACT NO. GSS16659-PROFTRNG Professional Training Services

TABLE OF CONTENTS OF KEY CONTRACT INFORMATION

1.	MANDATORY USE CONTRACT	. 2
	CONTRACT PERIOD	
	VENDORS	
	SHIPPING TERMS	
	PRICING	
	DITIONAL TERMS AND CONDITIONS	



GOVERNMENT SUPPORT SERVICES – CONTRACTING 100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202 PHONE: (302) 857-4550 – Fax: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

(Return to Table of Contents)

REF: Title 29, Chapter 6911(d) <u>Delaware Code</u>. Every state department and agency within the Executive Branch and Judicial Branch of the state government 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, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD

(Return to Table of Contents)

Each contractor's contract shall be valid for a two (2) year period from April 1, 2017 through March 31, 2019. Each contract may be renewed for three (3) 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.

Addendum #3 extends the contract for one year from April 1, 2019 through March 31, 2020.

3. ADDENDUM HISTORY

(Return to Table of Contents)

Addendum #1 updates vendor information for various vendors effective August 31, 2017. Addendum #2 updates vendor information for The AGA Group, LLC effective July 25, 2018. Addendum #3 extends the contract for one year through March 31, 2020. Refer to updated list of Vendors.

4. VENDORS

(Return to Table of Contents)

GSS16659-PROFTRNGV01	GSS16659-PROFTRNGV02	GSS16659-PROFTRNGV03
Advanced Strategies, Inc.	Delaware Coalition Against Domestic Violence	Delaware Technical Community College
4000 DeKalb Technology Pkwy., Suite 430	100 West 10 th Street Suite 903	300 N. Orange Street, SE 125
Atlanta, GA 30340	Wilmington, DE 19801	Wilmington, DE 19801
Contact: Sharon Notari	Contact: Sue Ryan	Contact: Rachel Anderson
Phone: 770-329-7645	Phone: 302-658-2958, Ext. 13	Phone: 302-830-5201
Fax: 770-936-4009	Fax: 302-658-5049	Fax: 302-830-5213
Email: snotari@advstr.com	Email: sryan@dcadv.org	Email: rander17@dtcc.edu
FSF#: 0000331182	FSF#: 0000027599	FSF#: 0000025528
GSS16659-PROFTRNGV04	GSS16659-PROFTRNGV05	GSS16659-PROFTRNGV06
Educational Data Systems, Inc.	Graduate School USA	HudsonMann, Inc.
15300 Commerce Drive North, Suite 200	600 Maryland Ave., Suite 180	710 Johnnie Dodds Blvd., Suite 202
Dearborn, MI 48120	Washington, DC 20024	Mt. Pleasant, SC 29464
Contact: Kevin Schnieders	Contact: AI Tyree	Contact: David Hudson
Phone: 313-271-2660	Phone: 202-314-3639	Phone: 843-884-5557
Fax: 313-271-2698	Fax: 202-479-6810	Fax: 843-884-8377
Email: kschnieders@edsisolutions.com	Email: al.tyree@graduateschool.edu	Email: dhudson@hudsonmann.com
FSF#: 0000022680	FSF#: 0000280752	FSF#: 0000331444

Award Notice – Addendum #3 Contract No. GSS16659-PROFTRNG

GSS16659-PROFTRNGV07	GSS16659-PROFTRNGV08	GSS16659-PROFTRNGV09
ICF Incorporated, LLC	Inner Inspiration LLC	inSITE Training & Development, Inc.
9300 Lee Highway	16041 Laconia Circle	8177 Bodkin Ave
Fairfax, VA 22031	Woodbridge, VA 22191	Pasadena, MD 21122
Contact: Tracy Cybuch	Contact: Jean Porto	Contact: Thomas Lentz
Phone: 703-283-2689	Phone: 703-475-1041	Phone: 301-596-7657
Fax:	Fax:	Fax: 410-255-3053
Email: tracy.cybuch@icf.com	Email:jean@inner-inspiration.com	Email: tlentz@insitetraining.com
FSF#: 0000331696	FSF#: 0000331844	FSF#: 0000331441
GSS16659-PROFTRNGV10	GSS16659-PROFTRNGV12	GSS16659-PROFTRNGV13
Timothy Michael Nally DBA/ Lead Your Way		
Solutions LLC	Point Management Group, LLC	Beth Philley, DBA ProBizAssoc.com
PO Box 424	5319 Marsh Landing Lane	1114 Whipple Ave SW
Ocean View, DE 19970	Suffolk, VA 23435	Canton, OH 44710
Contact: Jennifer Scott	Contact: Wendell Point, Ph.D.	Contact: Beth Philley
Phone: 302-245-2136	Phone: 540-847-8935	Phone: 330-705-0938
Fax:	Fax: 480-287-8565	Fax: 216-706-4542
Email: jscott@leadyourwaysolutions.com	Email: twpoint@pointmgt.us	Email: bphilley@ProBizAssoc.com
FSF#: 0000160065	FSF#: 0000331569	FSF#: 0000331187
GSS16659-PROFTRNGV14	GSS16659-PROFTRNGV15	GSS16659-PROFTRNGV16
Professional Staffing Associates, Inc.	Progressive Success Corporation	Quality, Compliance & Management Consulting, Inc. /DBA/ QCM
3301 Green St.	9311 Hamilton Drive	14502 Greenview Drive
Claymont, DE 19703	Fairfax, VA 22031	Laurel, MD 20708
Contact: Priscilla Turgon	Contact: Calvin Swartz	Contact: Tina Young
Phone: 302-798-3520	Phone: 703-395-2670	Phone: 301-604-9898, Ext. 700
Fax: 302-798-0215	Fax:	Fax: 240-554-1696
Email: pturgon@aol.com	Email: askcal@cox.net	Email: tyoung@gcmconsulting.com
FSF#: 0000026024	FSF#: 0000331262	FSF#: 0000331479
GSS16659-PROFTRNGV18	GSS16659-PROFTRNGV19	GSS16659-PROFTRNGV20
Strategic Initiatives Consulting Group, LLC	TAP International, Inc.	The AGA Group LLC
8 Doe's Lane	3 Metro Center	7381 West 133 rd Street Suite 200
Greenville, DE 19807	Bethesda, MD 20814	Overland Park, KS 66213
Contact: Pauline Higgins	Contact: Denise Callahan	Contact: Gregory Ikner
Phone: 302-622-9610, Ext 1	Phone: 301-280-5928	Phone: 913-661-1999
Fax:	Fax:	Fax: 913-815-8430
Email: phiggins@sicgweb.com	Email: denise@tapinternational.org	Email:gikner@agasolutionsgroup.com
FSF#: 0000028497	FSF#: 0000331912	FSF# 0000332015
	ve elected to discontinue services under the cont	tract, effective March 31, 2019
GSS16659-PROFTRNGV11	GSS16659-PROFTRNGV17	GSS16659-PROFTRNGV21
Miller Consultants, Inc.	Soaring Eagle Enterprises, Inc. /DBA/ SEE, Inc.	The Chief Storyteller, LLC.
1653 Beechwood Avenue	PO Box 35707	9907 Pomona Drive
Louisville, KY 40204	Las Vegas, NV 89133	Bethesda, MD 20817
Contact: Kathleen Miller Perkins	Contact: Katie Meeks	Contact: Ira Koretsky
Phone: 502-452-1751	Phone: 702-523-9103	Phone: 301-718-8368
Fax:	Fax:	Fax: 301-718-8368
Email: kathy@millerconsultants.com	Email: katie@discoversee.com	Email: ira@TheChiefStoryteller.com
FSF#: 0000334423	FSF#: 0000331565	FSF#: 0000332009
GSS16659-PROFTRNGV22		
TrainRight, Inc.		
10 Valleywood Road		
Hopkinton, MA 01748		
Contact: Kevin Stacey		
Phone: 617-680-2600		
Fax:		
Email: kevin@trainrightinc.com		
Email: kathy@millerconsultants.com FSF#: 0000334423 GSS16659-PROFTRNGV22 TrainRight, Inc. 10 Valleywood Road Hopkinton, MA 01748 Contact: Kevin Stacey Phone: 617-680-2600	Email: katie@discoversee.com	Email: ira@TheChiefStoryteller.com

5. SHIPPING TERMS

(Return to Table of Contents)

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

6. PRICING

(Return to Table of Contents)

Prices will remain firm for the term of the contract year. Please note that all prices quoted are a "not to exceed price" and may be further negotiated by the requesting Agency throughout the term of the contract.

The list of course offerings and associated prices can be found on the Pricing Spreadsheet posted on the Awarded Contract Details page.

ADDITIONAL TERMS AND CONDITIONS

(Return to Table of Contents)

7. BILLING

The successful vendor is required to <u>"Bill as Shipped" to the respective ordering agency(s)</u>. 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 that are part of the First State Financial (FSF) system are required to identify the contract number GSS16659-PROFTRNG 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

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 awarded vendors on the Professional Training Services Contract Pricing Spreadsheet accessed from the contract details page. This list includes vendor's contact information, courses provided and pricing. Agencies are encouraged to negotiate the price of the course and/or additional associated charges listed in the vendor specific course offerings. It is important to keep in 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 course. Select the vendor with the quote that is most advantageous to the Agency.
- 4. Obtain agency approval for the service through your agency's normal fiscal process.
- 5. "If the training service is over \$5,000, and meets the conditions outlined in the OMB <u>Director's</u> <u>Memorandum</u> related to using outside vendors for training or workforce development, a <u>Training</u> <u>Request Form</u> 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.

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

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. <u>http://gss.omb.delaware.gov/divisionwide/forms.shtml</u>.