

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: COURTNEY MCCARTY STATE CONTRACT PROCUREMENT SUPERVISOR 302-857-4557
- SUBJECT: AWARD NOTICE Addendum #4 Effective April 15, 2019 CONTRACT NO. GSS16659-PROFTRNG Professional Training Services

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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

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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

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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

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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.

Addendum #4 updates the contact information for Lead Your Way Solutions LLC, effective April 15, 2019.

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 10th 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: rander17@dtcc.edu Email: snotari@advstr.com Email: sryan@dcadv.org FSF#: 0000331182 FSF#: 0000027599 FSF#: 0000025528 GSS16659-PROFTRNGV04 GSS16659-PROFTRNGV05 GSS16659-PROFTRNGV06 Educational Data Systems, Inc. Graduate School USA HudsonMann, Inc. 600 Maryland Ave., Suite 180 710 Johnnie Dodds Blvd., Suite 202 15300 Commerce Drive North, Suite 200 Washington, DC 20024 Dearborn, MI 48120 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 #4 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: Emily Demarco	Contact: Wendell Point, Ph.D.	Contact: Beth Philley		
Phone: 443-604-5518	Phone: 540-847-8935	Phone: 330-705-0938		
Fax:	Fax: 480-287-8565	Fax: 216-706-4542		
Email: emily.demarco@lywusa.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		
The following vendors have elected to discontinue services under the contract, effective March 31, 2019				
GSS16659-PROFTRNGV11	GSS16659-PROFTRNGV17	GSS16659-PROFTRNGV21		
Miller Consultants, Inc.	Soaring Eagle Enterprises, Inc. /DBA/ SEE, Inc.			
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				
FSF#: 0000331188				
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5. SHIPPING TERMS

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

6. PRICING

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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

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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>.