



STATE OF DELAWARE
**DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL**

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July 26, 2017

ISSUED BY: **MARTINA JOHNSON**
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SUBJECT: **AWARD NOTICE**
CONTRACT NO. NAT17002-LMS
AGENCY LEAN MANAGEMENT SERVICES

**TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION**

1. CONTRACT USE BY OTHER AGENCIES..... 2
2. CONTRACT PERIOD 2
3. VENDORS 2
4. SCOPE OF SERVICES 3
5. COURSE OF ACTION 3
6. PRICING 5
ADDITIONAL TERMS AND CONDITIONS.....6

KEY CONTRACT INFORMATION

1. CONTRACT USE BY OTHER AGENCIES

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

REF: Title 29, Chapter 6904(e) Delaware Code. If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

Any agency that procures goods or services under contract NAT17002-LMS must complete a Project Task Order (Attachment 12), sign/countersign the Project Task Order, and ensure adequate agency funding is secured and authorized by a fully executed Purchase Order.

Any agency that executes a Project Task Order and/or Purchase Order under contract NAT17002-LMS must independently manage the Project Task Order and must notify the DNREC Contract Manager for the sole purpose of reporting contract utilization.

Any contract vendor providing services to any agency under contract NAT17002-LMS must comply with all Contract and Project Task Order terms and conditions including Monthly Usage Reporting (Attachment 7) and Quarterly Subcontracting 2nd Tier Reporting (Attachment 8) electronically in EXCEL to: vendorusage@state.de.us

2. CONTRACT PERIOD

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

Each contractor's contract shall be valid for a one year period from August 1, 2017 through July 31, 2018. Each contract may be renewed for two (2) one (1) year periods through negotiation between the contractor and Department of Natural Resources. All engagement for services entered into during the duration of this contract and whose performance and payment time frames extend beyond the duration of the contract shall remain in effect for performance and payment purposes only for a maximum time of six (6) calendar months beyond the final termination date inclusive of renewals and extensions. No new engagements for services under this contract may be executed after the final termination date of this contract.

The contract has been extended through July 31, 2020. All other terms and conditions remain the same.

3. VENDORS

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

NAT17002-LMSV01 CSG Government Solutions, Inc. 180 North Stetson Avenue, suite 3200 Chicago, IL 60601 POC: Kirk Swanson PH: 615-812-0712 EM: kswanson@csghdelivers.com FSF: 0000256009	NAT17002-LMSV02 Integris Performance Advisors 29 Masters Circle Marlton, NJ 08053 POC: Brett Cooper PH: 609-630-0601 EM: brett.cooper@intergispa.com FSF: 0000352190
NAT17002-LMSV03 Mathtech, Inc. 2465 Kuser Road Hamilton, NJ 08690 POC: Steven Young PH: 215-378-7067 EM: syoung@mathtechinc.com	NAT17002-LMSV04 Operational Performance Solutions, Inc. 909 Baltimore Blvd. Westminster, MD 21157 POC: John Beakes PH: 410-871-0995 EM: jbeakes2@opsgroupinc.com

FSF: 0000149053 NAT17002-LMSV05 QPIC, LLC 21 Apache Lane Marlborough, CT 06447 POC: Harry Kenworthy PH: 860-295-9134 EM: hwk455@comcast.net FSF: 0000351735	FSF: 0000352070 NAT17002-LMSV06 ReEngine Consulting, LLC 906 House Creek Drive Leander, TX 78641-3060 POC: David Johnson PH: 512-796-9590 EM: david@reengineconsulting.com FSF: 0000345367
NAT17002-LMSV07 Refine M LLC 1291 S. Amber Ridge Drive Nixa, MO 65714 POC: NK Shrivastava PH: 417-763-6762 EM: NKS@refinem.com FSF: 0000351730	NAT17002-LMSV08 Strategic Initiatives Consulting Group, LLC 8 Doe's Lane Greenville, DE 19807 POC: Pauline Higgins PH: 302-622-9610 EM: phiggins@sicgweb.com FSF: 0000028497
NAT17002-LMSV09 The Murli Group LLC 14 Pearl Street Mystic, CT 06355 POC: Joe Murli PH: 860-916-3030 EM: joe.murli@themurli.com FSF: 0000304741	NAT17002-LMSV10 The Ripples Group 3 School Street Boston, MA 02108 POC: Thomas Innis PH: 617-435-8587 EM: tinnis@ripplesgroup.com FSF: 0000110488

4. SCOPE OF SERVICES

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

Vendors will work with Agency leadership on the specific organizational process design and development needs of various programs. The needs of any Agency utilizing contract NAT17002-LMS will depend on their specific situation and business processes in need of review, which will be documented by Project Task Orders. Efforts will likely include, but may not be limited to, the following:

Service	Description
Organizational assessment	Interviews, data collection, review of documentation.
Strategic organizational and workforce planning	Identification of strategic goals, values, optimal workflows and aligned talent needs.
Organizational and process design	Identify optimal work and business process flows, align organizational structure with optimal work flows, talent needs, strategic goals, and values.
Talent Management	Identify needed competencies, assess existing talent against needs, create development plans for existing talent
Change	Lead the implementation of organizational and process

Management – Ramp up to Implementation	redesign, and talent development, including risk management, communication, and stakeholder work.
Change Management – Ongoing Implementation	Continued intermittent support through the 6 mo- 1 year following initial implementation.

5. COURSE OF ACTION

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

The anticipated Course of Action (COA) for this LMS Contract(s) is as follows:

- 1) Develop a repeatable methodology for conducting improvements to business processes, and conduct the event(s) for the process/processes to be improved as identified by the agency and further defined in future Project Task Orders (“Project”) under this contract (Attachment 12). From this contract award, specific Project quotes will be solicited from qualified vendors.

The major milestones/deliverables for Course of Action 1) are as follows:

- a. Provide a clearly defined and reproducible methodology (and associated tools, templates, etc.) for improvements of agency processes;
- b. Facilitate DNREC’s selection of potential Projects
- c. Provide any initial and on-going coaching and/or training needed for the appropriate DNREC personnel (ranging from senior staff to frontline personnel) so that they can be effective leaders/participants in implementing and sustaining these improvement efforts; and
- d. Conduct the Project event(s) with selected DNREC programs.

- 2) Recommend a pathway for DNREC to continue improving agency processes.

The major milestone deliverables for Course of Action 2) are as follows:

- a. Review the methodology(s) used, and the outcomes achieved for Project events that were improved in order to identify what worked well and what changes should be made as the agency improves its remaining processes;
- b. Develop a recommended pathway for using the methodology on remaining agency processes including prioritization of tasks, project timelines, and cost estimates in both staff time and future consultant expenses.

- 3) Alternate Courses of Action may be sought by Agencies utilizing this contract (provision 1) within the Scope of Services (provision 4).

6. PRICING

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

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.

Invoices for services under this contract must be addressed to and are the responsibility of the Agency identified in the Project Task Order and Purchase Order.

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 Department of Natural Resources and Environmental Control 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 NAT17002-LMS 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 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

Any Agency procuring goods or services under contract NAT17002-LMS 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>.

STATE OF DELAWARE
CONTRACT NUMBER NAT17002-LMS
 Issued by Department of Natural Resources and Environmental Control

Attachment 12

Project Task Order

To be held under the terms and conditions of the Lean Management Services Contract NAT17002-LMS between the (*Insert Vendor Name*) (“VENDOR”) and the (*Insert Agency Name*) (“AGENCY”) effective (*Insert Date*).

Project Title:

AGENCY Principal Contact (Contract Manager):

AGENCY Principal Contact (Project Leader):

VENDOR Principal Contact (Project Manager):

VENDOR Principal Contact (Technical Lead):

Background (Goals, Objectives. And Specific Performance Measurements):

Scope of Work:

Project Timeline: The period of performance of this Project Task Order will be from the date of the fully executed purchase order, until (MM/DD/YYYY), unless terminated earlier as provided in the NAT17002-LMS Contract.

- **Begin Date:** _____ **[Type date here]**
- **Target End Date:** _____ **[Type date here]**

Payment Total, Schedule, and Milestones:

Person Responsible→		[Type name here]			[Type name here]			
↓ Task Description	Time Frame (# of days, weeks, etc.)	Cost	Hrs	✓	Cost	Hrs	✓	Total Cost
				<input type="checkbox"/>			<input type="checkbox"/>	
				<input type="checkbox"/>			<input type="checkbox"/>	
				<input type="checkbox"/>			<input type="checkbox"/>	
				<input type="checkbox"/>			<input type="checkbox"/>	
Cumulative Hours→								

Purchase Order Requirement:

Vendor agrees that no work will be completed, nor costs incurred for this project, until a fully executed purchase order has been approved by the Department of Finance in Delaware’s First State Financial system.

Invoices shall be sent to:

VENDOR agrees to provide sufficient and acceptable documentation with all invoices for payment.

Project Funding Source (check all that apply):

STATE OF DELAWARE
CONTRACT NUMBER NAT17002-LMS

Issued by Department of Natural Resources and Environmental Control

State funding will be used. (If yes, provide State funding appropriation.)

(Insert Federal agency) funding will be used (If Federal funding will be used, applicable Federal terms and conditions must be included in Project Task Order)

CFDA# (if Applicable)

May these funds be used for cost sharing/match purposes? Yes No

If yes, identify the source of cost sharing/match:

FOR USE WITH FEDERALLY FUNDED/MATCHED PROJECTS ONLY

VENDOR agrees to comply with all applicable Federal terms and conditions. (Insert here or attach as an appendix or provide a link to specific requirements for Federal Sub-Recipients and/or any other Federal Terms and Conditions)

Debarment, Suspension, and Other Responsibility Matters

VENDOR certifies by signing this Project Task Order that that neither it nor any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor is presently, or has within the past five years, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State, or Local government department or agency.

Approved:

Vendor

Agency

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____