



Government Support Services – Contracting
100 Enterprise Place
Suite # 4
Dover, DE 19904-8202

May 26, 2010

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

FROM: DIANA MAURER
STATE CONTRACT PROCUREMENT OFFICER
302-857-4557

SUBJECT: **AWARD NOTICE EFFECTIVE JULY 1, 2010**

CONTRACT NO. GSS10112-TEMP_EMPL
TEMPORARY EMPLOYMENT SERVICES

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. 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, Department of Elections, 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 two (2) years from July 1, 2010 through June 30, 2012. Each contract may be renewed for three (3) additional one (1) year period 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.

3. VENDORS:

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GSS10112-TEMP_EMPLV01

Delaware Association of Rehabilitation
Facilities
100 W 10th Street, Suite 103
Wilmington, DE 19801
Fax: 302-777-5386
Placement Coordinators
New Castle County – Evelyn Capers
302-504-3559
Kent and Sussex Counties – Kristy Paistel
(302) 741-2083
Other Points of Contact
Zanthee Nicholas
(302) 504-3556

GSS10112-TEMP_EMPLV02

Delmarva Temporary Staffing, Inc.
P.O. Box 264
Rehoboth Beach, DE 19971
Contact: Melissa McDermott Joseph,
CPC
Telephone: 302-644-1807
Fax: 302 644-1925
Email: DTSTEMPS@comcast.net

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GSS10112-TEMP_EMPLV03

Source One Staffing Solutions, LLC
1101 Whitehead Road Ext.
Ewing, NJ 08638
Contact: Bob Popp
Telephone: 609-882-8400 x 207
Fax: 609-883-6935
Email: bpopp@source1staff.com

GSS10112-TEMP_EMPLV04

JG Staffing Inc. /dba/
Express Employment Professionals
2 Penn's Way
Suite 205
New Castle, DE 19720
Contact: Joseph Gaspari
Phone: 302 324-0140
Fax: 302 324-1173
Email: Joe.Gaspari@ExpressPros.com

GSS10112-TEMP_EMPLV05

Kelly Services, Inc.
160 Greentree Drive, Suite 103
Dover, DE 19904
Contract: Carol Jones
Telephone: 302-674-8087
Fax: 302-674-8069
Email : ionescc@kellyservices.com

4. SHIPPING TERMS:

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F.O.B. destination.

5. PRICING:

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Prices will remain firm for the term of the contract year. **SEE APPENDIX A**

ADDITIONAL TERMS AND CONDITIONS

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6. 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.

7. 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.

8. 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.

9. 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.

10. REQUIREMENTS:

This contract is issued to cover the Temporary Employment Services requirements for all state agencies and shall be accessible to School Districts, Municipalities and Volunteer Fire Companies.

11. 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.

12. 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.

13. 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.

14. 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.

15. ADDITIONAL QUALITY REQUIREMENTS OF THE TEMPORARY STAFF

In addition to the requirements outlined above, the State expects temporary employees to meet minimum standards with respect to the following quality criteria:

a) **Legal and Professional Conduct**

Temporary employees will conduct themselves in a professional manner. Individual temporary employment candidates, based on position, may be subject to criminal checks, fingerprinting, and background checks upon whose results the State may choose to base its decision to accept an individual for an assignment. These services are the duty of the vendor and will be performed free of charge.

ADDITIONAL QUALITY REQUIREMENTS OF THE TEMPORARY STAFF (continued)

b) **Cordiality, Punctuality and Responsibility**

Temporary employees must make every effort possible to be on time for work. Being late either two days in a row or four times in two weeks will trigger a penalty, payable by the vendor, to be mutually agreed upon. Temporary employees who call the State to cancel less than one business day in advance are responsible for alerting the vendor to find a replacement with comparable skills/fit for their specific position. The vendor must then provide the State with a suitable replacement or give at least four hours notice that a replacement cannot be found.

Temporary employees must be respectful of other State employees with whom they interact with. The State reserves the right to reject any candidate that does not exhibit common courtesy and cordiality towards other State employees or representatives of the state.

Drug and Alcohol Use

No temporary employee for the State may use illegal drugs, nor may any temporary employee consume alcohol at work or at such times that the temporary employee's work is negatively affected. Indications of such use may result in immediate termination and no acceptance for further assignments.

d) **Dress Code:**

Dress Code must be followed in guidelines with the agency issuing the service order. Where an I.D. badge is required, the badge MUST be turned in at the end of the assignment. The successful I bidder will be held accountable for the return of the badge and financially responsible for the costs incurred for card replacement.

16. RESPONSE TIME:

The vendor in each category will be given a reasonable time as determined by the agency to fill a job order from the date of its placement. In the event that the vendor cannot fill the job order within a reasonable time as determined by the requesting agency, the requesting agency reserves the right to cancel the order and place it with another vendor. It is the State's intention, in all cases where possible and regardless of the size of the order, to provide timely and reasonable notice to the vendor concerning orders placed with them.

In an emergency situation where the requirement to fill a job is less than the normal response time and the vendor cannot fill the order, the requesting agency can cancel the order and place it with another vendor.

17. OVERTIME:

All overtime work must be approved by the State-appointed supervisor.

18. SKILLS/BACKGROUND VERIFICATION:

The vendor is responsible to assure only qualified personnel are utilized, and that the background of personnel employed, warrants employment in any State facility. This will include the completion of mandatory background checks including criminal background checks on all applicants prior to filling any State of Delaware position. Upon request of the State agency, the vendor must furnish related test scores/resumes and proof of background check of temporary personnel who are scheduled for interviews upon request of the State. All costs associated with skills and background verification are to be paid by the vendor.

19. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.

20. STATE EMPLOYMENT OF TEMPORARY PERSONNEL:

Vendor will waive any separation fee provided an employee works for both the vendor & hiring agency, continuously, for a 3 month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second (2) month if it is the State's intention to hire.

21. FRAUDULENT OR OVER-REPORTING OF HOURS WORKED:

The State will hold the contracted vendor(s) liable for fraudulent or over-reporting of hours worked.

22. TIMESHEET:

The vendor(s) shall use a standardized time sheet for billing and reporting purposes.

23. TEMPORARY PERSONNEL LENGTH OF EMPLOYMENT:

The primary purpose of this contract is for vendor(s) to provide qualified employees to fill State positions on a temporary basis. At the same time, this contract cannot dictate whether the agency requires a temporary employee for two weeks, or six months. However, in order to meet agency operational requirements and at the same time, promote maximum competition and business among potential and qualified vendors, the agency should not retain any one employee for more than one year. Agencies should develop internal procedures to support this initiative.

POSITION CLASSIFICATIONS

This section contains the position classifications for clerical, administrative, light industrial, and general maintenance positions required per this contract.

1. General Clerk

Performs a variety of basic/general clerical duties that do not require special knowledge or skills. Duties include stuffing, collating, affixing labels, addressing envelopes, copying and using a facsimile machine.

2. Mail Clerk

Performs various routine duties and minor clerical work in addition to sorting, opening and distributing mail. Delivers and collects incoming and outgoing mail. Must be able to stand for long periods of time and follow directions. Knowledge of various types of postage and weighing equipment is required. Lifting may be required. Works under supervision.

3. Telephone Operator

Operates large telephone system or electronic board. Duties include making proper telephone connections for incoming and outgoing calls, supplying information to callers, recording messages, keeping records of calls. Duties may also include light clerical tasks and those detailed under Operations Support Specialist. Must have experience on required system and the ability to learn/use electronic mail and access and automated directory.

4. Data Entry Technician

Minimum of one to two years experience on data entry equipment. Record, identify, and correct coding and data entry errors. Ability to accurately input information into a computer, follow instructions, perform repetitive and detailed work. Understand workflow, applications and difficult formats. Computer languages may be required. Type minimum of 40 wpm.

5. Light Industrial

Duties may include but are not limited to shipping and receiving, warehousing, or technical ability, may require physical lifting up to 75 lbs. Ability to operate light machinery as required by requesting Agency.

6. Trades Mechanic I

Duties may include but are not limited to disassembly, moving and reassembly of furniture. Mechanical ability to make minor, general repairs as required. May require lifting in excess of 75 lbs.

7. Psychiatric Social Worker II

Performs professional level social work. Duties are characterized by a complex case load requiring independent action, assisting the developmentally disabled, mentally ill or emotionally disturbed to adjust or readjust and achieve a social, economic, emotional, and physical balance and personal independence compatible with generally accepted norms. **Note: Position requires a Bachelor's Degree in any of the following academic areas: Social Work, Child Development, Sociology, Family Studies, or Counseling.**

POSITION CLASSIFICATIONS

8. **Social Worker/Case Manager**

Provides casework through individual/group conferences, counseling, and/or site visits. This is an entry level social work position. **Note: Position requires an Associates' Degree in Human Services or related area.**

9. **Accounting Technician**

Experienced in journal entry and ledger posting, accounts receivable and accounts payable, bank reconciliation's, figure aptitude. Operates adding machine and calculator. Experience with automated financial systems.

10. **Accounting Specialist**

Exhibits knowledge of General Accounting Systems with supervision from an Accountant. Assists with accounting audits and is familiar with tax filings.

11. **Accountant II**

Exhibits knowledge of General Accounting systems and works independently. Conducts accounting audits, prepares tax filings, and analyzes statements. May assign/oversee the work of subordinates.

12. **Operations Support Specialist**

Reports to an administrative or technical superior. A significant aspect of the work is efficiency in verifying and processing files, records, and related data. Processing data may include electronically entering, updating, modifying, deleting, retrieving/inquiring, and reporting data from an information system, or performing these same tasks manually. Resolves discrepancies in information through researching records. Interacts with agency staff, the public, state agencies, or vendors. May requisition, distribute, and maintain supplies and inventory. Performs related work as required.

13. **Administrative Specialist I**

First level administrative specialist word processing administrative and program information using word processing, spreadsheet and database computer applications. Requires formatting of documents including tables/columns creation, graphics, use of macros and merging information from different documents/applications. Spreadsheets require recording/arranging data and creating charts/graphs. Database applications usually require maintaining the database: design, create and edit file structures. Coordinates to obtain or verify information in the processing of agency program data, to provide technical assistance concerning system processed information and resolving problems relating to procedures and delinquent deadlines. Performs related work as required.

POSITION CLASSIFICATIONS

14. **Administrative Specialist II**

Second level administrative specialist work organizing and coordinating administrative activities in support of a variety of operational areas. Reports to an administrator responsible for a program area involving several functional areas, or a statewide program operating from a central office, and the incumbent performs support services of a diverse and complex nature. Word processing documents usually include composing original correspondence in addition to the work described in the Administrative Specialist I level. Spreadsheets produced usually require developing formulas for calculations, analyzing data to make projections, creating spreadsheet databases, and query databases, and developing/printing reports, and creating and using macros. Database applications usually require performing calculations and embedding objects. Presentations typically require developing layout, outline, slide presentation and handouts to create original presentations. Performs related work as required. 10

15. **Administrative Specialist III**

Provides administrative support in a variety of operational areas to a Division Director, Deputy Director, or head of a large operating unit, or an administrative official typically at the upper management level. A significant aspect of the work is representing the agency on behalf of the superior in providing guidance and consultations to all levels of management on policy questions and administrative matters. Uses a full range of technologies as described in levels one(I) and two (II). May assist administrator in the development of long and short range goals. May conduct limited research and analysis of agency services. Coordinates operations and/or components of functional programs with Federal, local, and state agencies to attain identified goals and objectives. Assists in the administration and management of staff functions. Frequently handles highly sensitive, confidential, and/or political issues on behalf of the superior that affect overall agency operations. Performs related work as required.

16. **Paralegal I**

Based on direction from technical superior, compiles and evaluates facts to complete standard/program specific legal/court documents, to provide accurate administrative reports and recommendations for new and revised operating policies and procedures. Reviews Federal and State codes/laws, rules, regulations to ensure compliance of legal actions/processes. Sets up case files, reviews legal/court documents for completeness and accuracy, notes problems and alerts superior. Assists in correcting and locating information, files, and necessary court documents. Gathers information to satisfy requests under the Freedom of Information Act (FOIA). Reviews information with technical superior prior to releasing. Writes and places public notices in qualified newspapers, notifies all involved parties of date/time of hearing, court appearances. Performs related work as required.

17. **Paralegal II**

Interviews involved parties to gather information for completion of various legal/court documents and to gather evidence for case preparation. Assists with the preparation of legal pleadings and reviews law sources to ensure issues are properly cited. Provides superiors with written details of similar cases and maintains case files that have accurate and complete information. Follows up to resolve problems, gathers missing information, and completes required steps. May provide administrative and technical direction for clerical staff. May advise non-legal staff members on legal policies and procedures. May

direct and coordinate the operation of a law library. May review and comment on proposed legislation or draft same. Performs related work as required.

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POSITION CLASSIFICATIONS

18. Paralegal III

Conducts case law research concerning precedents and past court decisions. Writes legal briefs/memoranda of law that sets out legal issues and applications of law based on case facts. Conducts intake interviews of investigating officers, interview witnesses, clients, and defendants on complex crimes usually involving multiple victims, defendants and/or violations. Determines how the case should be pursued, what additional information is necessary, who else should be interviewed, and what records must be searched. Prepares legal documents and maintains case files. Ensures procedural compliance and assists legal staff in court proceeding. Performs related work as required.

19. License Investigator I

Conducts investigations of individuals and businesses suspected of violating state and federal licensure requirements. Receives and reviews complaints. Conducts inspections and interviews, analyzes data with follow up reporting of findings. Conducts interviews with complainants, witnesses, and licensees to collect sensitive information. Reports to an Investigative Administrator.

20. EQUIPMENT OPERATOR I:

SUMMARY STATEMENT:

Incumbents in this class operate basic road maintenance equipment and perform within the Highway tasks ranging from picking up litter to cutting grass with hand and power tools to plowing snow and spreading sand with dump trucks.

NATURE AND SCOPE:

Work is performed under the supervision of a technical supervisor, and assignments are stable in nature. Individuals operate various hand and power tools to maintain or repair roads and right-of-ways. Incumbents operate motorized equipment for grass cutting, snow removal operations, and hauling of materials to and from work projects.

PRINCIPAL ACCOUNTABILITIES:

1. Patches asphalt surfaces with hand tools; cleans and fills cracks in road surfaces.
2. Functions as flagman to control vehicular traffic movements in work area.
3. Mows grass with hand mowers and with tractors towing blade or rotary mowers (not bat-wing mowers).
4. Operates jack hammers, mechanical tampers, power saws, concrete saws, air compressors, hydraulic drivers, and similar equipment.
5. Operates dump trucks hauling maintenance materials or waste materials and in snow removal operations plowing snow and/or spreading traction materials.
6. Cleans catch basins and assists in installation of driveways and drainage pipes.
7. Removes litter from roadside.
8. Installs and removes snow fences.
9. Performs related work as required.

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POSITION CLASSIFICATIONS

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of industrial safety rules, regulations and procedures.
- Knowledge of preventive maintenance procedures applicable to equipment used.
- Ability to learn department rules, regulations, and policies concerning equipment and materials and reporting requirements attributable to usage.
- Ability to operate air compressors, jack hammers, power tools, and related equipment
- Skill in operating trucks and mowers without causing damage due to adverse weather conditions.
- Skill in coordinating plow and spreader controls while driving.

MINIMUM QUALIFICATIONS:

1. Training or experience the operation of various hand and power tools such as jack hammers, power saws, air compressors, mechanical tampers, concrete saws, air compressors, hydraulic drivers and similar equipment.
2. Training or experience in the operation of motorized equipment for grass cutting, snow removal operations, or hauling materials.
3. Training or experience in routine preventive maintenance on motorized equipment such as checking belts, hoses and fluid levels, minor repairs or troubleshooting.

LICENSE, REGISTRATION OR CERTIFICATION

Applicant must possess a CDL class B license with "Airbrake" restriction by the end of the 3 months.

TECHNICAL ASSISTANCE COORDINATOR:

Responsible for collection and analysis of statistical data for studies of management and operational programs, policies and procedures to determine cost efficiency, corrective action and compliance with goals and objectives. Work involves developing solutions to problems, deciding on a course of action, developing program plans and project development and making recommendations to management.

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The following classifications/positions are set aside for **Goodwill Industries of Delaware** for all three counties, in accordance with **Title 16, Subsection 9605, Delaware Code**.

	CLASSIFICATION
1.	MAIL CLERK
2.	DATA ENTRY TECHNICIAN
3.	SOCIAL WORKER/CASE MANAGER
4.	ACCOUNTING TECHNICIAN
5.	OPERATIONS SUPPORT SPECIALIST
6.	ADMINISTRATIVE SPECIALIST I
7.	ADMINISTRATIVE SPECIALIST II
8.	ADMINISTRATIVE SPECIALIST III