



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

September 12, 2012

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

FROM: COURTNEY MCCARTY
STATE CONTRACT PROCUREMENT OFFICER II
302-857-4557

SUBJECT: **AWARD NOTICE – ADDENDUM #3** (Effective October 2, 2012)
CONTRACT NO. GSS12112B-TEMP_EMPL
Temporary Employment Services

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OF
KEY CONTRACT INFORMATION**

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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, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

A portion of this contract has been established pursuant to 16 Delaware Code, Chapter 96 and is mandatory use for any “Agency of this State”. Pursuant to 16 Delaware Code, Section 9602 (1) “Agency of this State” shall included all counties, towns, school districts or any other entity which is supported in whole or in part by funds appropriated by the General Assembly.

2. CONTRACT PERIOD:

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Each Vendor’s contract shall be valid for a period from October 1, 2012 through June 30, 2013. Each contract may be renewed for three (3) one (1) year periods through negotiation between the Vendor and Office of Management and Budget, Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

Any vendor(s) awarded under this contract who does not bid, or for any reason whatsoever is not awarded a subsequent contract that has active placements shall have a requirement to transition placements within 90 days to any of the subsequently awarded vendor(s) under successor contracts, should the State desire placements. During that period of time, vendors shall perform in accordance with the terms and conditions of the award under which their placements were made. Such placements shall not incur any expense to the placed temporary employee or the State and non compete agreements of any vendor(s) shall not prevent the opportunity of any current temporary placement to transition to a newly awarded vendor under successor contract.

3. VENDORS:

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Vendor contact information can be found in the Pricing Spreadsheet associated with this contract award. The associated Pricing Spreadsheet document will also provide details on which vendor is awarded which position and their rates.

SET ASIDE PLACEMENTS
GSS12112B-TEMP_EMPLV01 Delaware Association of Rehabilitation Facilities 100 W 10 th Street, Suite 103 Wilmington, DE 19801 FSF: 0000026637

GENERAL TEMPORARY EMPLOYMENT PLACEMENTS	
GSS12112B-TEMP_EMPLV02 22ND Century Technologies, Inc. 160 Greentree Dr., Suite 101 Dover, DE 19904 FSF: 0000142590	GSS12112B-TEMP_EMPLV03 Delmarva Temporary Staffing, Inc. PO Box 264 Rehoboth, DE 19971 FSF: 0000026950
GSS12112B-TEMP_EMPLV04 Eyak Services, Inc. 5205 Leesburg Pike, Suite 1404 Falls Church, VA 22041 FSF: 0000142267	GSS12112B-TEMP_EMPLV05 Goodwill of DE & Delaware County 300 East Lea Blvd. Wilmington, DE 19802 FSF: 0000024324
GSS12112B-TEMP_EMPLV06 Kelly Services, Inc. 34 Reads Way New Castle, DE 19720 FSF: 0000022630	GSS12112B-TEMP_EMPLV07 Premier Staffing Source 4640 Forbes Blvd., Suite 200A Lanham, MD 20706 FSF: 0000142353
GSS12112B-TEMP_EMPLV08 Service General Corporation 120 N. Race Street Georgetown, DE 19947 FSF: 0000253276	

SUBSTITUTE TEACHER, NURSE AND PARAPROFESSIONAL	
GSS12112B-TEMP_EMPLV09 Jenair Vision, LLC PO Box 7584 Newark, DE 19714 FSF: 0000142175	GSS12112B-TEMP_EMPLV06 Kelly Services, Inc. 34 Reads Way New Castle, DE 19720 FSF: 0000022630

Addendum #2: Due to an error in price submission by Jenair the award has been retracted.

4. SHIPPING TERMS:

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

5. PRICING:

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Prices will remain firm for the term of the initial contract year. *The associated Pricing Spreadsheet – Addendum #1 document provides details on which vendor is awarded which position and their rates. Pricing Spreadsheet – Addendum #3 removes a duplicated job title and adds a new position – Investigator I.*

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:

The Vendor(s) shall provide all equipment, materials and labor to supplement the State of Delaware's need for Temporary Employment Services as described herein. The contract will require the Vendor(s) to cooperate with the ordering agency to insure the State receives the most current state-of-the-art material and/or services.

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.
- 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>.

15. GENERAL REQUIREMENTS

a. SET-ASIDE

The following classifications/positions are set aside for Delaware Association of Rehabilitation Facilities (DELARF) for all three counties, in accordance with **Title 16, Subsection 9605, Delaware Code**. However, the State requests that all suppliers who submit a proposal also provide pricing for these positions for each county they bid so the State may compare pricing offered by all suppliers in the event DELARF is unable to fill a request.

1. Accounting Technician
2. Administrative Specialist I
3. Administrative Specialist II
4. Administrative Specialist III
5. Data Entry Technician
6. Supply, Storage, Distribution Clerk: **This job classification is a partial set aside. Duties under this classification pertaining to Mail are set aside.**
7. Operations Support Specialist
8. Social Worker/Case Manager

b. CUSTOMER SERVICE

The Supplier(s) should provide each of the State and the Contract Users a single, local point of contact (and a backup) to handle questions or problems that may arise. At least one Customer Service Representative must be available during Supplier's operating hours. Representatives should be available by phone, fax, or email (local or 800 number preferred).

c. USE OF SERVICES

These services shall not be used:

- a) In lieu of the regular recruitment and hiring procedures.
- b) To displace a State employee.
- c) To circumvent controls on employment levels.

d. PERFORMANCE

Performance under this contract will be by individuals provided by a private sector firm. The Contractor, and not the State, is the legal responsible employer of the employees performing under this contract. The Contractor is responsible for supervision of their employees. Discipline problems are to be dealt with by the employer, not the using agency.

e. RECRUITMENT

The State will not use the procurement of temporary help for purposes of recruiting or obtaining candidates for employment by itself or by any other entity, and the State will not give any Contractor employee under this procurement any encouragement, assistance or opportunity in obtaining employment that is not provided to the general public.

f. RESPONSE TIME

The successful 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 successful 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 successful vendor cannot fill the order, the requesting agency can cancel the order and place it with another vendor.

g. 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.

h. STATE EMPLOYMENT OF TEMPORARY PERSONNEL

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

i. TRANSITION PERIOD

Any vendor(s) awarded under this solicitation who does not bid, or for any reason whatsoever is not awarded a subsequent contract that has active placements shall have a requirement to transition placements within 90 days to any of the subsequently awarded vendor(s) under successor contracts, should the State desire placements. During that period of time, vendors shall perform in accordance with the terms and conditions of the award under which their placements were made. Such placements shall not incur any expense to the placed temporary employee or the State and non compete agreements of any vendor(s) shall not prevent the opportunity of any current temporary placement to transition to a newly awarded vendor under successor contract.

j. 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. The Statewide Contract is not intended to permanently replace any current State employee or position. At the same time, this contract can not 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.

k. QUARTERLY MEETINGS

Both the State and the Vendor(s) will commit to quarterly reviews of internal customer satisfaction and will make consistent efforts to improve customer satisfaction.

l. REPORTS

Vendor will commit to checking in with requesting agencies; no less than a bi-monthly basis, to ensure all is going well and if any updates need to be made (position title, supervisor name, etc) to the monthly usage report. It is the vendor's responsibility to ensure the monthly usage report submitted is current and accurate.

m. 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.

n. 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.

o. 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.

p. 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 bidder will be held accountable for the return of the badge and financially responsible for the costs incurred for card replacement.

q. OVERTIME

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

r. FRAUDULENT OR OVER-REPORTING OF HOURS WORKED

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

s. JOB TITLES AND DESCRIPTIONS

A complete list of Job Titles and Descriptions associated with this contract award can be found in the Request for Proposal document under Vendor Bid Documents. Job Titles and Descriptions added throughout the course of this contract shall be included in the associated Contract Award Addendum. Excluded from this contract are those positions relating to Information Technology. Agencies looking to fill IT positions can obtain them from either the [Cyber Security and Disaster Recovery Staffing Services](#) or the [Information Technology Staff Augmentation Services](#) contracts.

16. SUBSTITUTE TEACHER, NURSE AND PARAPROFESSIONAL REQUIREMENTS

a. SCOPE OF WORK

To provide the State of Delaware School Districts with Delaware Class A, B, or C substitutes for designated teachers in grades K-12 and designated paraprofessionals. The State is looking for a fill rate of 100% as absences occur for these employees. The contract will also cover substitute nurses who are RN's with a Delaware nursing license, are CPR certified and have at least 3 years of nursing experience.

Paraprofessionals covers those positions where the employees works under the supervision of a teacher. Paraprofessionals have the same requirements as a Class C substitute.

Per Department of Education, descriptions for Substitute Nurses, Substitute Teachers (Class A, B, and C) and Paraprofessionals: Requirements for Substitute Teaching in the State of Delaware – Class A: a Teaching Certification or Masters Degree; Class B: a Bachelor’s Degree; Class C: a High School Diploma or Associate’s Degree. Nurse substitutes are to be RN’s with a Delaware nursing license, CPR certified and have at least 3 years of nursing experience. Paraprofessionals covers those positions where the employees works under the supervision of a teacher.

b. WORKING HOURS

Substitute rates for partial days worked will not be prorated. The minimum rate paid will be ½ day. Any time worked beyond ½ day will be treated as a full day. No substitute should be provided for any period less than 3 hours and 45 minutes.

c. VENDOR RESPONSIBILITY

The information regarding report frequency and content may change depending on the School District needs. The information contained in this RFP regarding reporting is general overview; the individual School Districts shall provide you their reporting requirements when the initial account is set-up.

- Recruit, interview, employ, and train all substitutes prior to placement.
- Include samples of all required and available reports with your bid submission.
- Provide a 24-hour toll-free number and a website for substitutes and District personnel. District employees will contact the vendor directly to request a substitute.
- Provide daily, monthly and annual reports of substitute activity. The format of the reports shall include teacher, school, and district summaries.
- Track the number of days utilized for each school by month and when requested by the District put a hold on placing substitutes if a school goes over their monthly allotment.
- Provide a daily report of substitute replacements and shortages to each school as well as to the District Office. Each school is to be notified at least ½ hour before classes begin.
- Provide a daily report in an Excel spreadsheet format which includes the school, teacher, substitute name, type of absence, time of teacher contact and duration of assignment.
- Maintain all documentation necessary to verify the Class A, B, and C classification for substitute teachers.
- Ensure that substitutes meet all State health, police background checks, and other requirements of the Delaware Code and Department of Education, and local District requirements pertaining to substitute teachers and maintain documentation which substantiates meeting these requirements.
- Waive any fees if the School District hires a substitute into any position within the District.

d. PERFORMANCE COMPLAINTS

If there is a complaint from the building principal, the substitute will be removed from the assignment immediately and not be placed in another assignment until an investigation has been completed and the School District has been informed of the situation.

The School District reserves the right to have any substitute removed immediately from service to any school or to the entire District.

17. VENDOR NOTIFICATIONS/CONTRACT CLARIFICATIONS

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a. GENERAL

- 1) **Vendors are only permitted to fill those positions for which they have been awarded.** Awarded vendors will not be automatically authorized to fill positions they have not been awarded nor positions not on the contract.
- 2) Additional job titles and their job descriptions **may be added** throughout the contract period to accommodate State Agency needs.
- 3) Requests for positions not covered by this solicitation **may only be added** by the Office of Management and Budget, Government Support Services.
- 4) Agency requests for temporary employees shall only contain the job title to be filled. **Additional job descriptions or modifications provided by an agency at the time of request shall not be utilized.**
- 5) Requesting Agencies do not have the authority to authorize increases in pay and/or bill rates awarded as a result of this contract.

ALL CHANGES TO THE CONTRACT TERMS AND CONDITIONS, JOB TITLES, JOB DESCRIPTIONS, ETC. MUST BE APPROVED BY GOVERNMENT SUPPORT SERVICES PRIOR TO MAKING OR FILLING AN AGENCY REQUEST.

b. OPERATING STATE EQUIPMENT

- 1) As stated in the Request for Proposal: “Some positions may require the placed employee to operate a State vehicle or other equipment. Requests for non-state employee drivers are reviewed by the Insurance Risk Office. Approval from the Insurance Risk Office does not waive any liability of the vendor.” **Any and all positions listed in the solicitation may require the use of a State vehicle or other equipment.**
- 2) The award notice will identify which vendors have elected to permit their placed employees to operate State vehicles and which vendors have not. It was found that many vendors chose not to comment regarding this requirement in the Request for Proposal. Per Section III. J. Acknowledgment of Understanding of Terms the following considerations will be made in regards to the “Operating State Equipment” section. Review associated Pricing Spreadsheet under Vendor Information for vendor’s designation regarding the operation of State Equipment.
- 3) Mileage reimbursement requests received due to (but not limited to): (1) a vendor’s unwillingness to authorize the use of State equipment; or (2) the temporary employee not approved by Fleet and/or the Insurance Coverage Office; or (3) the temporary employee electing to utilize their personal vehicle instead of a Fleet vehicle (with authorization) or carpooling will **not** be approved.

c. TRAINING

Personnel provided to satisfy placements under this award are expected to have qualifications and skill sets necessary to perform the essential functions of the position. Should the Agency seeking placement require Agency specific training to utilize a temporary employee services they may provide provided that it is within state and during normal working hours.

Agencies that require training of temporary employees which requires out of state travel or overnight stay must seek approval of their Agency Head/Cabinet Secretary and must be compliant with all provisions of the State Travel Policy if so approved. In the event that out of state training is approved by the Agency Head/Cabinet Secretary the State shall be billed only for the actual hours of training and not travel or time away from the State.

d. SUPPLY, STORAGE, DISTRIBUTION CLERK SERIES (PARTIAL SET ASIDE)

This job classification is a partial set aside. Duties under this classification pertaining to *Mail* are set aside. The set aside cover Mail is for Department mail only. Per Delaware Code 6308A (h) distribution of mail to other State Agencies or Post Offices must go through Messenger Services.

18. HOW TO FILL A TEMPORARY POSITION

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After an agency has determined they have a need to hire a temporary employee the person assigned the task of filling the placement needs to review the most current information in the contract. The contract provides you with the currently covered position titles and descriptions along with which vendor(s) is/are awarded the position and the awarded rates.

Certain positions in the contract are Set-Aside in accordance with the State Law Use Commission through Delaware Association of Rehabilitation Facilities (DELARF). DELARF is the first point of contact for placements falling under the following job titles:

- Accounting Technician
- Administrative Specialist I
- Administrative Specialist II
- Administrative Specialist III
- Data Entry Technician
- Supply, Storage, Distribution Clerk: **This job classification is a partial set aside. Duties under this classification pertaining to *Mail* are set aside.**
- Operations Support Specialist
- Social Worker/Case Manager

In the event DELARF is unable to fill your need a waiver will be issued for you to fill the position through another vendor. You will be instructed to contact the contract officer for vendor contact information and rates. The waiver is only good for the one placement and valid for one year. Should the requesting agency still need the position after one year they will be required to either hire the employee on a permanent basis or contact DELARF for a replacement employee. Requesting Agency is required to forward this waiver approval to the State Contract Officer once the position has been filled, to include information relating to the position: Temporary Agency Utilized & Temporary Employee Name.

The person assigned the task of filling the placement will then decide based on the number of vendors awarded the position and the awarded rates if they want to contact one or all vendors awarded the selected position for resumes.

Awarded contract rates cannot be negotiated to allow for a higher pay and/or bill rate than what is listed.

When contacting the Temporary Agency for resumes you should only provide them with the Job Title you are looking to fill; no job descriptions and no modifications to the existing Job Descriptions are permitted.

19. ADDITIONAL POSITIONS

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The following positions have been added to the contract.

Investigator II

Description of Occupational Work

This class series uses four levels in the Public Safety occupational group, Investigative Services occupational series and describes work in investigating regulated activities to assure compliance with applicable laws, rules, regulations, standards, policies, and procedures. Work includes investigating alleged or possible violations, interviewing witnesses, claimants, victims and others to gather facts relating to alleged or possible violations. An investigation normally results in civil, criminal, or administrative action.

Positions in the class series perform investigations involving the interpretation of applicable laws, rules, regulations, standards, policies, and procedures; this distinguishes these positions from compliance reviewers or inspectors who conduct compliance reviews using predetermined regulatory criteria. This class series is not focused on law enforcement work.

Essential Functions

Essential functions are fundamental, core functions common to all positions in the class series and are not intended to be an exhaustive list of all job duties for any one position in the class. Since class specifications are descriptive and not restrictive, incumbents can complete job duties of similar kind not specifically listed here.

- Conducts investigations, which includes conducting interviews to obtain confidential information, gathering evidence and documenting findings.
- Interviews or interrogates witnesses, complainants and others.
- Verifies claims of alleged or probable violations.
- Examines various records and documents in order to ascertain relevant information.
- Gathers, controls and evaluates evidence.
- Makes judgments after evaluating all available facts and recommends appropriate action.
- Interprets and applies applicable laws, rules, regulations, standards, policies and procedures.
- Prepares various investigative reports.
- Testifies before boards, commission, administrative bodies or courts.
- May conduct surveillance and undercover investigations.

Levels of Work

- Receives supervision from a technical or administrative supervisor.
- Performs the full range of investigative work as described in the Essential Functions.
- Plans and conducts complex investigations such as investigations that include conducting extensive interviews, crossing jurisdictional lines, working with law enforcement agencies, long term investigations, substantial dollar amounts, severe cases of alleged violations of law that result in criminal charges, fraud or other fraudulent activity.

Knowledge, Skills and Abilities

The intent of the listed knowledge, skills and abilities is to give a general indication of the core requirements for all positions in the class series; therefore, the KSA's listed are not exhaustive or necessarily inclusive of the requirements of every position in the class.

- Knowledge of investigative methods, techniques and procedures.
- Knowledge of providing testimony before boards, commissions, administrative bodies, or court officials.
- Knowledge of applicable division, state and federal laws, rules, regulations, policies and procedures.
- Knowledge of legal rights and rules of evidence.
- Knowledge of civil, criminal or administrative proceedings.
- Skill in the methods and techniques of evidence gathering and analysis.
- Skill in the methods and techniques for preparing clear and concise reports and correspondence.
- Skill in conducting interviews to elicit information of a sensitive and confidential nature.

In addition to the above knowledge, skills and abilities, the Investigator II requires:

- Skill in planning and conducting complex investigations.
- Skill in providing testimony before boards, commissions, administrative bodies, or court officials.
- Skill in interpreting, applying, explaining and determining compliance with applicable laws, rules, regulations, standards, policies and procedures.

Job Requirements

Applicants must have education, training and/or experience demonstrating competence in each of the following areas:

1. Experience in conducting investigations which includes conducting interviews to obtain confidential information, gathering evidence and documenting findings.
2. Experience in determining compliance with laws, rules, regulations, standards, policies and procedures.
3. Experience in civil, criminal or administrative proceedings.
4. Experience in narrative report writing.

Delaware Transit Corporation

CUSTOMER RIDE CHECKER

Summary of Job:

This position is responsible for collecting ridership data on buses for the Federal Transit Administration and National Transit databases. This is accomplished by observing and recording how many passengers get on and off at each bus stop during service hours.

Skills: Experience-based.

Experience in data collection and the recordation of data on appropriate forms. Experience recording data accurately and legibly.

Skills: Knowledge-based.

Must be able to read, write and speak English, must be able to write legibly, ability to tell time and understand the cardinal directions, i.e. north, south, east, and west; ability to pay close attention to detail, ensuring accuracy in recording necessary data.

Exercise of Discretion:

This position performs the duty assignment after receiving detailed instructions as to methods, procedures, and desired end results with little room for deviation. The immediate supervisor may, at times, provide close and constant review.

Complexity:

This position requires regular interaction involving exchange and receipt of information.

Supervision Received:

This position reports directly to a Customer Ride Check Supervisor. The incumbent is expected to be able to make sound judgments on technical problems and/or know when to seek advice from the supervisor or others. Work performed by this position is subject to review on a day-to-day basis.

Supervision Exercised:

This position has no responsibility for the direction or supervision of others.

Scope and Impact:

The position directly impacts revenues and the health of the organization by accurately collecting customer counts.

Work Contacts:

This position is seen as representing the corporation through customer contact. The incumbent interacts little with customers; interface with the general public, service agencies, and staff elsewhere in the support unit is also required. Contacts are largely informational.

Working Conditions:

This position generally involves irregular hours and workdays. Work may be conducted at a variety of locations throughout the State and may entail indoor/outdoor work, as well as work under difficult and or uncomfortable circumstances.

Delaware Transit Corporation

CUSTOMER RIDE CHECK SUPERVISOR

Summary of Job:

This position is responsible for the supervision of Customer Ride Checkers for the data collection with respect to the Federal Transit Administration (FTA) required National Transit Database (NTD) report by directing the Customer Ride Checkers.

Skills: Experience-based.

Experience in supervising employees, verifying data and reporting for consistency and accuracy. Experience in data collection and the recordation of data on appropriate forms. Experience recording data accurately and legibly and performing arithmetic quickly and accurately.

Skills: Knowledge-based.

Experience-based skills required in this position include supervisory experience in an operational facility environment. Specific skills include oral and written communication, coordination, problem analysis and decision-making. Strong interpersonal skills are also vital.

Exercise of Discretion:

Although the Customer Ride Check Supervisor operates within a body of generally known and accepted transportation and supervisory techniques and approaches, the incumbent exercises judgment in matters involving priorities to support efficient collection of customer counts and completion of daily schedules. Dealing with dispatch and operators' concerns in the field requires discretion necessary to resolve problems with minimum service disruption.

Complexity:

Although the Customer Ride Check Supervisor's duties are governed, for the most part, by established guidelines, policies and procedures, prioritization of multiple responsibilities lends an additional element of complexity.

Supervision Received

The Customer Ride Check Supervisor operates under general guidance from the corporate contact but is expected to determine methods and to make specific recommendations for the efficient and accurate collection of customer counts.

The Corporate contact is given general guidance from the Business Analyst, Finance but is expected to determine methods and to make specific recommendations for the efficient and accurate collection of customer counts. Must be able to communicate effectively and train the staff in coordination with DTC Business Analyst. Supervisor must address any issues that the Customer Ride Checkers have with regard to performing their required duties and providing the same to DTC Business Analyst. Supervisors are responsible for documenting Customer Checkers' actual hours worked, scheduling an adequate number of Customer Ride Checkers to ensure that on and off of each block is completed accurately within the project time constraints without incurring overtime. Supervisors are also required to review the Customer Ride Checkers' folders for completeness and return the folders to DTC, Business Analyst in a timely manner.

Supervision Exercised:

The Customer Ride Check Supervisor may be responsible for one or more Customer Ride Checker, as well as general supervisory responsibilities as assigned.

Scope and Impact:

The Customer Ride Check Supervisor carries out responsibilities that have strong impact on the success of the Corporation's primary mission.

Work Contacts:

The Customer Ride Check Supervisor works closely with Finance and Operations personnel. Interactions are both informational and of a problem-solving nature. They are also a liaison between the Customer Ride Checkers and DTC, Business Analyst. Supervisors must also provide dispatch the days scheduled work to coordinate with bus operators.

Working Conditions:

This position generally involves irregular hours and workdays. Work may be conducted at a variety of locations throughout the State and may entail indoor/outdoor work, as well as work under difficult and or uncomfortable circumstances.

Delaware Transit Corporation
Reservationist

Summary of Job:

The Reservationist is responsible for responding to customer telephone inquiries, trip requests and cancellations for statewide paratransit operations. Specific responsibilities include assisting clients and agencies in making paratransit transportation arrangements; performing modifications of trip requests, cancellations, or rescheduling; communicating with Scheduler/Dispatcher for estimated time of arrivals, documenting all cancellations in conjunction with DNG Policy; and documenting clients on will-call schedule. Interacting and follow up with outside agency personnel is essential to ensure trip requests are taken in a timely manner. The incumbent is responsible for ensuring that all aspects of requested trips are properly geo-coded, as well as ensuring the set-up and maintenance of subscription trips. The Reservationist must work closely with Operations to ensure the efficiency of this portion of paratransit service. The Reservationist is equally responsible for disseminating Fixed Route information for Sussex County and seasonally for the Resort Service. The incumbent will work in team-based environment. The incumbent may be selected to participate in customer service related public events such as, public hearings, service changes, special project teams, Marketing promotions and the annual Customer Service Week. The position reports to the Assistant Customer Service Manager.

Skills: Experience-based:

The Reservationist draws on experience in customer service with special emphasis on interpersonal skills. Due to the variety of customer service calls entering the reservationists call center, the reservationist responds to Fixed Route customers statewide and customer relations calls by delivering information or directing the caller to the appropriate customer service personnel. The incumbent must have the ability to deliver information to the public in a readily understandable manner. Strong computer skills are also important. Computer skills required range from basic keyboarding to navigation in highly sophisticated, transit specific, scheduling software. The software functionality depends heavily upon the reservationist's aptitude in computer competency. In addition, software skills require geography coding, map location, editing, and designating a provider code.

Skills: Knowledge-based:

The Reservationist must have a working knowledge of the components of the statewide paratransit system with particular emphasis on Federal and State mandates impacting on paratransit eligibility. In addition, the Reservationist must have knowledge of the geographic areas and landmarks in each county, including the resort area. The incumbent must possess multi-task abilities with respect to accurately conveying information while simultaneously entering the information into a database. The Reservationist must exhibit map reading abilities which includes the ability to interpret directions and translate those directions into a digital map system.

Exercise of Discretion:

The Reservationist is seen as representing the Corporation through daily contacts with customers. Exercise of judgment is necessary in interpreting established guidelines and procedures when fielding questions from both clients and service agency representatives. A high level of confidentiality must be maintained as it pertains to customer file data. A high level of professionalism is required from the Reservationists in inter-departmental communication regarding customer service needs. In addition, customer relations may request information, of a sensitive nature, from the Reservationist which requires discretion.

Complexity:

The function is relatively straightforward with day-to-day operations governed by an established set of guidelines and procedures, however, the daily application of transit specific software increases the complexity of this position and the responsibilities it entails. The incumbent must possess the ability to accurately interpret transit schedule information and deliver this information to the public in a readily understandable manner.

Supervision Received:

The Reservationist operates under the general direction and through guidelines and procedures developed by the Chief, Customer Support. Daily work is monitored on a spot check basis. The Customer Relations Manager provides management of the Reservationist Call Center.

Supervision Exercised:

The Reservationist has no direct supervisory responsibilities; however, teamwork and leadership qualities are relied upon for success within the Reservationists position and to contribute to accomplishing the mission of the corporation.

Scope and Impact:

The Reservationist function is corollary to the job of carrying passengers, but is important in maximizing use of the paratransit system. In this way, the position ultimately impacts revenues and the health of the organization. The teamwork effort of each Reservationist has a direct impact on the customer service image and perception to DTC=s internal and external customer.

Work Contacts:

In addition to interaction with the Information Center, Customer Relations and other customer service personnel, the Reservationist interacts with Operations= personnel in Scheduling and Dispatch although the majority of interaction is with individuals outside the organization. While most contact is informational, significant problem-solving occurs in dealing with customer concerns. The incumbent is seen as representing the corporation through customer contact.

Working Conditions:

The position operates largely in an office environment. The workdays and hours are generally regular, although subject to periodic exception.

Delaware Transit Corporation

Transportation Store Representative

Summary of Job:

The Transportation Store Representative is responsible for providing schedule and fare information; selling SEPTA and stored value cards, reconciling their cash register monies/paperwork; reconciling overages/shortages; providing refunds, redemption reports, entitlement coupons; and schedule replenishment. The position reports to the Transportation Stores Supervisor.

Skills: Experience-based.

The position draws on experience in the customer service field. Must have the ability to deliver information to the public in a readily understandable manner and be comfortable in handling monetary instruments. Specific experience-based skills include communication and attention to detail.

Skills: Knowledge-based.

The Transportation Store Representative must have knowledge of general mathematical skills and a basic understanding of schedules and time tables.

Judgment and of Discretion:

The Transportation Store Representative is seen as representing the Corporation through daily contacts with DART First State customers. Exercise of judgment is necessary in interpreting established guidelines and procedures when fielding questions from customers.

Complexity of Duties:

The function is relatively straightforward with day-to-day operations governed by an established set of guidelines and procedures.

Supervision Received:

The Transportation Store Representative operates under the general direction and through guidelines and procedures developed by the Transportation Stores Supervisor. Work is monitored on a spot check basis, as much of the work is performed at transportation store locations with no direct supervision.

Supervision Exercised:

The Transportation Store Representative has no supervisory authority.

Scope and Impact:

The position directly impacts revenues and the health of the organization by accurately collecting and reconciling monies, providing accurate fare and schedule information, and creating a positive interaction for DTC customers.

Job Contacts:

The Transportation Store Representative position is seen as representing the corporation through customer contact. The incumbent interacts extensively with customers; interface with the general public, service agencies, and staff elsewhere in the support unit is also required. Contacts are largely informational; however, the element of problem solving may be required in directing contacts with the public.

Working Conditions:

This position operates primarily in the transportation store environment; however, the incumbent can work in an office or money room environment as required. The workdays and hours are based on regular shifts, although subject to periodic exception in order to provide adequate staffing during all hours the stores are in operation. As a result, this position is expected to be available to work before or after normal business hours, and in any of DTC's transportation stores, and North District money rooms and Administration locations. Occasional weekend work may be required to cover for employees that are on vacation or to staff DTC special events.

Investigator I

Description of Occupational Work

This class series uses four levels in the Public Safety occupational group, Investigative Services occupational series and describes work in investigating regulated activities to assure compliance with applicable laws, rules, regulations, standards, policies, and procedures. Work includes investigating alleged or possible violations, interviewing witnesses, claimants, victims and others to gather facts relating to alleged or possible violations. An investigation normally results in civil, criminal, or administrative action.

Positions in the class series perform investigations involving the interpretation of applicable laws, rules, regulations, standards, policies, and procedures; this distinguishes these positions from compliance reviewers or inspectors who conduct compliance reviews using predetermined regulatory criteria. This class series is not focused on law enforcement work.

Essential Functions

Essential functions are fundamental, core functions common to all positions in the class series and are not intended to be an exhaustive list of all job duties for any one position in the class. Since class specifications are descriptive and not restrictive, incumbents can complete job duties of similar kind not specifically listed here.

- Conducts investigations, which includes conducting interviews to obtain confidential information, gathering evidence and documenting findings.
- Interviews or interrogates witnesses, complainants and others.
- Verifies claims of alleged or probable violations.
- Examines various records and documents in order to ascertain relevant information.
- Gathers, controls and evaluates evidence.
- Makes judgments after evaluating all available facts and recommends appropriate action.
- Interprets and applies applicable laws, rules, regulations, standards, policies and procedures.
- Prepares various investigative reports.
- Testifies before boards, commission, administrative bodies or courts.
- May conduct surveillance and undercover investigations.

Levels of Work

Investigator I

This is the first level of investigative work.

- Receives supervision from a technical or administrative supervisor.
- Performs the full range of investigative work as described in the Essential Functions.

Knowledge, Skills and Abilities

The intent of the listed knowledge, skills and abilities is to give a general indication of the core requirements for all positions in the class series; therefore, the KSA's listed are not exhaustive or necessarily inclusive of the requirements of every position in the class.

- Knowledge of investigative methods, techniques and procedures.
- Knowledge of providing testimony before boards, commissions, administrative bodies, or court officials.
- Knowledge of applicable division, state and federal laws, rules, regulations, policies and procedures.
- Knowledge of legal rights and rules of evidence.
- Knowledge of civil, criminal or administrative proceedings.
- Skill in the methods and techniques of evidence gathering and analysis.
- Skill in the methods and techniques for preparing clear and concise reports and correspondence.
- Skill in conducting interviews to elicit information of a sensitive and confidential nature.

Job Requirements

JOB REQUIREMENTS for Investigator I

Applicants must have education, training and/or experience demonstrating competence in each of the following areas:

1. Experience in conducting investigations which includes conducting interviews to obtain confidential information, gathering evidence and documenting findings.
2. Experience in determining compliance with laws, rules, regulations, standards, policies and procedures.
3. Experience in narrative report writing.
4. Knowledge of civil, criminal or administrative proceedings.