STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

May 11, 2016

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

FROM: COURTNEY MCCARTY
STATE CONTRACT PROCUREMENT SUPERVISOR
302-857-4557

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS16112-TEMP_EMPL
Temporary Employment Services

TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT 2
2. CONTRACT PERIOD 2
3. VENDORS 2
4. PRICING 3
5. ADDENDUM HISTORY 3
ADDITIONAL TERMS AND CONDITIONS 3
16. HOW TO FILL A TEMPORARY POSITION 5
17. ADDITIONAL POSITIONS 6

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

KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

(Return to Table of Contents)

REF: Title 29, Chapter 6911(d) 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

(Return to Table of Contents)

Each Vendor's contract shall be valid for a two (2) year period from July 1, 2016 through June 30, 2018. Each contract may be renewed for three (3) one (1) year periods through negotiation between the Vendor and 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 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.

3. VENDORS

(Return to Table of Contents)

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
GSS16112-TEMP_EMPLV01 **Ability Network of Delaware (A.N.D.)** 100 W 10th Street, Suite 103 Wilmington, DE 19801 FSF:

GENERAL TEMPORARY EMPLOYMENT PLACEMENTS	
GSS16112-TEMP_EMPLV02 **22nd Century Technologies, Inc.** 1 Executive Drive, Suite 285 Somerset, NJ 08873 FSF: 0000142590	GSS16112-TEMP_EMPLV03 **Abacus Corporation** 610 Gusryan Street Baltimore, MD 21224 FSF: 0000180210
GSS16112-TEMP_EMPLV04 **Acro Service Corporation** 39209 Six Mile Road, Suite 250 Livonia, MI 48152 FSF: 0000288188	GSS16112-TEMP_EMPLV05 **Delmarva Temporary Staffing, Inc.** PO Box 264 Rehoboth Beach, DE 19971 FSF: 0000026950
GSS16112-TEMP_EMPLV06 **Delta-T Group, Inc.** 950 Haverford Road, Suite 200 Bryn Mawr, PA 19010 FSF: 0000018545	GSS16112-TEMP_EMPLV07 **DePaul Industries** 4950 NE MLK JR Blvd Portland, OR 97211 FSF: 0000292219
GSS16112-TEMP_EMPLV08 **Express Employment Professionals** 2 Penns Way, Suite 205 New Castle, DE 19720 FSF: 0000139258	GSS16112-TEMP_EMPLV09 **Goodwill Delaware & Delaware County PA** 300 East Lea Blvd. Wilmington, DE 19802 FSF: 0000024324
GSS16112-TEMP_EMPLV010 **Premier Staffing Source, Inc.** 4640 Forbes Boulevard, Suite 200A Lanham, MD 20706 FSF: 0000142353	GSS16112-TEMP_EMPLV11 **TAD PGS, Inc. /AKA/ Adecco Government Solutions** 1001 Third Ave. W. Suite 4609 Bradenton, FL 34205 FSF: 0000292214
GSS16112-TEMP_EMPLV12 **US IT Solutions, Inc.** 2570 N. First Street, 2nd Floor San Jose, CA 95131 FSF: 0000287777	

4. PRICING

(Return to Table of Contents)

Prices will remain firm for the term of the contract year. Refer to Pricing Spreadsheet.

5. ADDENDUM HISTORY

(Return to Table of Contents)

Addendum	Explanation	Effective

ADDITIONAL TERMS AND CONDITIONS

(Return to Table of Contents)

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. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS16112-TEMP_EMPL on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. HOW TO FILL A TEMPORARY POSITION

(Return to Table of Contents)

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.

SET ASIDE POSITIONS

Certain positions in the contract are Set-Aside in accordance with the State Law Use Commission through Ability Network of Delaware (A.N.D.). A.N.D. 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 *internal Mail distribution* are set aside.
Operations Support Specialist
Social Worker/Case Manager
Clerical Assistant
Telephone Operator
Housekeeper
DART – Reservationist
DART – Customer Ride Checker
DART – Customer Ride Check Supervisor
Food Service Worker
Food Service Director

In the event A.N.D. 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 A.N.D. 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.

REQUEST FOR TEMPORARY EMPLOYEE

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.

Requesting Agencies do not have the authority to authorize increases in pay and/or bill rates awarded as a result of this contract.

Vendors are only permitted to fill those positions for which they have been awarded. Awarded vendors are not authorized to fill positions they have not been awarded nor positions not on the contract.

17. ADDITIONAL POSITIONS

(Return to Table of Contents)