



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

June 17, 2019

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

FROM: Walt Gorman
State Contract Procurement Officer
302-857-4556

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS19113-TEMPMED
Temporary Medical Staffing

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

KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

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REF: Title 29, Chapter 6911(d) 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.

2. CONTRACT PERIOD

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Each contractor's contract shall be valid for a two (2) year period from July 1, 2019 through June 30, 2021. Each contract may be renewed for three (3) one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

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

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<p>22nd Century Technologies Inc. GSS19113-TEMPMEDV01 220 Davidson Avenue, Suite 118 Somerset, NJ 08873 FSF: 0000142590</p>	<p>Adil Business Systems GSS19113-TEMPMEDV02 55 Mineola Blvd., Suite 3 Mineola, NY 11501 FSF: 0000145018</p>
<p>Delta-T Group GSS19113-TEMPMEDV03 950 East Haverford Road, Suite 200 Bryn Mawr, PA 19010 FSF: 0000018545</p>	<p>Global Empire GSS19113-TEMPMEDV04 2151 Linglestown Rd., Suite 180 Harrisburg, PA 17110 FSF: 0000483931</p>
<p>Home Care Advantage Inc. DBA HCA Staffing GSS19113-TEMPMEDV05 1179 South 6th Street Indiana, PA 15701 FSF: 0000483284</p>	<p>Infojini Inc. GSS19113-TEMPMEDV06 10015 Old Columbia Rd, B215 Columbia, MD 21046 FSF: 0000155142</p>

Maxim Healthcare Services GSS19113-TEMPMEDV07 7227 Lee Deforest Drive Columbia, MD 21061 FSF: 0000213962	Staff Today GSS19113-TEMPMEDV08 212 E. Rowland St, #313 Covina, CA 91723 FSF: 0000483501
D H Porter Enterprises LLC DBA Staffing Etc. GSS19113-TEMPMEDV09 9410 Annapolis Rd, Suite 200 Lanham, MD 20706 FSF: 0000483641	vTech Solution Inc. GSS19113-TEMPMEDV10 1100 H Street, NW, Suite 450 Washington, DC 20005 FSF: 0000312319
Worldwide Travel Staffing, Limited GSS19113-TEMPMEDV11 2829 Sheridan Drive Tonawanda, NY 14150 FSF: 0000483287	Refer to Pricing spreadsheet for contact names, phone numbers, email addresses, and pricing information

4. COVERED POSITIONS

Below are the job titles currently covered under this contract. Full descriptions are found in Appendix B of the original solicitation. Additional job titles and descriptions may be added throughout the contract period to accommodate State Agency needs. Requests from agencies for temporary medical staff shall only contain the job title. Additional job descriptions provided at the time of request shall not be utilized. Requests for positions not covered by this solicitation may only be added by the Office of Management and Budget, Government Support Services. Awarded vendors will not be authorized to fill positions they have not been awarded nor positions not on the contract.

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

- a) Registered Nurse 1, 2, & 3
- b) Advanced Practice Registered Nurse
- c) Licensed Practical Nurse I, II, & III
- d) Certified Nursing Assistant
- e) Epidemiologist I, II, III, & IV
- f) Nutritionist I & II
- g) Dental Assistant
- h) Compliance Nurse
- i) Pharmacist Administrator
- j) Respiratory Therapy Services

5. PRICING

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Prices will remain firm for the term of the contract year. Pricing details can be found on the Pricing Spreadsheet

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. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS19113-TEMPMED 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>.