



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

**State of Delaware**  
**Temporary Medical Staffing**  
**Request for Proposal**  
**Contract No. GSS19113-TEMPMED**

*March 1, 2019*

**- Deadline to Respond -**  
**April 2, 2019**  
**3:00 PM (Local Time)**

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**CONTRACT NO. GSS19113-TEMPMED**

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for Temporary Medical Staffing. The proposal consists of the following:

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**\*\* Ctrl+Click on the headings above will take you directly to the section.**

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope **clearly displaying the contract number and vendor name** by April 2, 2019 3:00 P.M. (Local Time) to be considered.

**Proposals must be mailed to:**

**State of Delaware  
Government Support Services  
Contracting Section GSS19113-TEMPMED  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202**

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal (RFP). Should you need additional information, please call Walter Gorman at 302-857-4556 or email [walt.gorman@delaware.gov](mailto:walt.gorman@delaware.gov).

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**I. INTRODUCTION**

**A. PURPOSE**

The purpose of this Request for Proposal is to obtain sealed proposals to supplement the need for Temporary Medical Staffing.

It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract to provide temporary medical service personnel to provide “as needed” coverage.

**1. COMPETITIVE SEALED PROPOSAL**

It has been determined by Director, Government Support Services, pursuant to **Delaware Code Title 29, Chapter 6924 (a)** that this solicitation be offered as a request for competitive sealed proposals because the use of competitive sealed bidding is not practical and/or not in the best interest of the State. The use of competitive sealed proposals is necessary to:

- Use a contract other than a fixed-price type; or
- Conduct oral or written discussions with vendors concerning technical and price aspects of their proposals; or
- Afford vendors an opportunity to revise their proposals through best and final offers; or
- Compare the different price, quality and contractual factors of the proposals submitted; or
- Award a contract in which price is not the determining factor.

**2. CONTRACT REQUIREMENTS**

This contract will be issued to cover the requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, Municipality, Volunteer Fire Company or higher education entity receiving state funds. Furthermore, this contract shall be accessible to all other entities as identified by Del. Code, Chapter 69, Title 29 § 6910.

**3. MANDATORY USE CONTRACT**

**REF: Title 29, Chapter 6911(d) Delaware Code.** All Covered Agencies as defined in 29 Del. C. §6902(6) 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, school districts, and the Legislative Branch are specifically exempted from the requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 Del. C. §6904(l) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Request for Proposals.

**4. COOPERATIVE USE OF AWARD**

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

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**5. MULTIPLE SOURCE AWARD**

The Agency reserves the right to award this contract to more than one vendor pursuant to 29 Del.C. §6926. Government Support Services reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

**6. POTENTIAL CONTRACT OVERLAP**

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

**7. SUPPLEMENTAL SOLICITATION**

The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

**8. CONTRACT PERIOD**

Each Vendor'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 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.

**B. KEY RFP DATES/MILESTONES**

The following dates and milestones apply to this RFP and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid proposal and award process.

<b>Activity</b>	<b>Due Date</b>
RFP Availability to Vendors	March 1, 2019
Written Questions Due No Later Than (NLT)	3:00 P.M. March 8, 2019
Written Answers Due/Posted to Website NLT	March 15, 2019
Proposals Due NLT	April 2, 2019 3:00 P.M.
Public Proposal Opening	April 2, 2019 3:00 P.M.
Contract Award	Will occur within 90 days of bid opening

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**C. INQUIRIES & QUESTIONS**

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Request for Proposal.

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by 3:00 P.M. March 8, 2019. All questions will be answered in writing by March 15, 2019 and posted on <http://bids.delaware.gov/> website. All questions must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

**D. RFP DESIGNATED CONTACT**

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

**State of Delaware  
Government Support Services  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202  
Or  
[Walt.Gorman@delaware.gov](mailto:Walt.Gorman@delaware.gov)**

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

**E. CONTACT WITH STATE EMPLOYEE**

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

**II. SCOPE OF WORK**

**A. OVERVIEW**

The Vendor(s) shall provide all equipment, materials and labor to supplement the State of Delaware's need for 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.

**B. STATEMENT OF NEEDS**

The State of Delaware has the need for Temporary Medical Staffing as described in Appendix A.

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**C. DETAILED REQUIREMENTS**

The technical requirements of this RFP are stated in Appendix A. Vendors must provide pricing for the items listed in the Excel Spreadsheet, Appendix B.

**III. FORMAT FOR PROPOSAL**

**A. INTRODUCTION**

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each Vendor must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

**B. PROPOSAL RESPONSE**

The Request for Proposal may contain pre-printed forms for use by the vendor in submitting its proposal. The forms required by this solicitation shall be considered mandatory, prevailing documents.

When preprinted forms are used, the forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, as applicable.

The Vendor's proposal shall be written in ink or typewritten on the form provided, and any corrections or erasures **MUST** be initialed by vendor's representative completing the bid submission.

If items are listed with a zero quantity, Vendor shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

Vendors' proposal must respond to each and every requirement outlined in the RFP criteria in order to be considered responsive. Proposals must be clear and concise.

**C. NON-CONFORMING PROPOSALS**

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

**D. CONCISE PROPOSALS**

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

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**E. COVER LETTER**

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Vendor's ability to provide the services specified in the RFP. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with Government Support Services.

**F. TABLE OF CONTENTS**

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

**G. DESCRIPTION OF SERVICES AND QUALIFICATIONS**

Each proposal must contain a detailed description of how the Vendor will provide the goods and services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Vendor will provide that are not mentioned in this RFP.

**H. DISCOUNT**

Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated into unit bid price(s).

**I. SAMPLES OR BROCHURES**

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

**J. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS**

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

**K. BID BOND REQUIREMENT**

**The Bid Bond requirement has been waived.**

**L. PERFORMANCE BOND REQUIREMENT**

**The Performance Bond requirement has waived.**

**M. NUMBER OF COPIES WITH MAILING OF PROPOSAL**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with two (2) paper copies and one (1) electronic copy on CD, DVD media disk or USB Memory Stick. One of the paper copies shall be marked "Master Copy" and will contain original signatures in all locations requiring a vendor signature. The remaining paper copy does not require original signatures. CD,

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DVD media disk or USB memory Stick must contain the proposal response, excluding Appendix C, saved in PDF format. Appendix C Excel sheets is to be saved in Excel format.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than 3:00 PM (Local Time) on April 2, 2019. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**State of Delaware  
Government Support Services  
Contracting Section  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202  
GSS19113-TEMPMED**

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Any proposal received after the date and time deadline referenced above shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

The State reserves the right to award the proposed contract to multiple Vendors if the Head of the Agency determines that such an award is in the best interest of the State.

**N. PROPOSAL EXPIRATION DATE**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through June 30, 2021. Delaware reserves the right to ask for an extension of time if needed.

**O. WITHDRAWAL OF PROPOSALS**

A Vendor may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

**P. PROPOSAL MODIFICATIONS**

Any changes, amendments or modifications to a submitted proposal requires that the original proposal be withdrawn, **prior** to the time set for the submission of the proposal, and a new proposal submitted **prior** to the deadline for submission of proposals.

Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

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**Q. LATE PROPOSALS**

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

**R. ADDENDA TO THE REQUEST FOR PROPOSAL (RFP)**

If it becomes necessary to revise any part of this RFP, revisions will be posted at <http://bids.delaware.gov/>. By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Request for Proposal.

**S. INCURRED EXPENSES**

The State will not be responsible for any expenses incurred by the Vendor in preparing and submitting a proposal.

**T. ECONOMY OF PREPARATION**

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Vendor's offer to meet the requirements of the RFP.

**U. DISCREPANCIES AND OMISSIONS**

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

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**V. EXCEPTIONS**

Bidders may elect to take **minor exception** to the terms and conditions of this RFP by completing Attachment 3. Government Support Services shall evaluate each exception according to the intent of the terms and conditions contained herein, but Government Support Services must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

**Exceptions must be submitted utilizing Attachment 3 to be considered.** Exceptions listed elsewhere in the Vendor's proposal will not be considered. Government Support Services maintains sole discretion to reject any vendor exceptions that are submitted.

**W. BUSINESS REFERENCES**

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 6. Include business name, mailing address, contact name and phone number, email address, number of years doing business with, and type of work performed. Personal references cannot be considered.

**X. DOCUMENT(S) EXECUTION**

All vendors must complete and submit with its proposal the non-collusion statement that is enclosed with this Request for Proposal labeled as Attachment 2. The awarded vendor(s) will be presented with the contract form for signature and seal, if appropriate. Both of these documents shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with Government Support Services.

The State of Delaware requires completion of the [Delaware Substitute Form W-9](#) to make payments to vendors. Successful completion of this form enables the creation of a State of Delaware vendor record. The Taxpayer ID (SSN or EIN) and Applicant (vendor) name are submitted to the Internal Revenue Service for "matching." If the Taxpayer ID and name do not match, the vendor record cannot be approved.

It is the applicant's responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services.

Any questions about completing this form or specific comments about a form that you have submitted, please contact vendor services by phone at 302-672-5000.

**Y. SUBCONTRACTS**

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal using Attachment 7.

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**Z. CONFIDENTIALITY**

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq. \("FOIA"\)](#). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected vendor proposals will likely become subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

**AA. PRICE NOT CONFIDENTIAL**

Vendors shall be advised that as a publically bid contract, no Vendor shall retain the right to declare their pricing confidential.

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**BB. ATTACHMENTS**

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Company Profile and Capabilities
- Attachment 5 – Confidentiality and Proprietary Information
- Attachment 6 – Business References
- Attachment 7 – Subcontractor Information Form
- Attachment 8 – Monthly Usage Report
- Attachment 9 – Subcontracting (2<sup>nd</sup> Tier Spend) Report
- Attachment 10 – Office of Supplier Diversity Certification Application
- Attachment 11 – Proposal Reply Requirements
- Appendix A – Scope of Work Details
- Appendix B – Job Classifications & Descriptions
- Appendix C - Pricing Form(s) and Instructions

**IV. PROPOSAL EVALUATION PROCEDURES**

**A. GENERAL ADMINISTRATION**

**1. STATE’S RIGHT TO REJECT PROPOSALS**

Government Support Services reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever is determined to be the most advantageous to the State of Delaware. Vendors submitting proposals may be afforded an opportunity for discussion. Vendors may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with responsible Vendors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing Vendors during the negotiation process.

**2. STATE’S RIGHT TO CANCEL SOLICITATION**

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor’s participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

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**3. FORMAL CONTRACT AND/OR PURCHASE ORDER**

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call, email, fax or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

**4. DELIVERY OF PROPOSALS**

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the Vendor as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address stated in this RFP. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the applicable addresses also stated in this RFP. All bids must clearly display the bid number on the envelope.

**State of Delaware  
Government Support Services  
Contracting Section  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202  
Attn: GSS19113-TEMPMED**

All proposals will be accepted at the time and place set in the RFP. Vendor bears the risk of delays in delivery and any delivery costs for returned proposals. Proposals received after the time set for public opening will be returned unopened.

**5. PUBLIC OPENING OF PROPOSALS**

The proposals shall be publicly opened at the time and place specified by the Agency. Vendors or their authorized representatives are invited to be present.

Only the vendor's name and address will be read aloud during the bid opening process.

**6. DISQUALIFICATION OF VENDORS**

Any one or more of the following causes may be considered as sufficient for the disqualification of a vendor and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among vendors.
- c. Unsatisfactory performance record as evidenced by past experience with the State of Delaware or on a State of Delaware central contract.
- d. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last five (5) years.

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- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- f. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- g. Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.

**7. AUTHORITY OF AGENCY**

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

**8. OR EQUAL (PRODUCTS BY NAME)**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

**9. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR**

Government Support Services shall award this contract to the most responsible and responsive vendor who best meets the terms and conditions of the proposal.

- a. Rejection of individual proposals. -- A proposal may be rejected for 1 or more of the following reasons:
  - 1. The person responding to the solicitation is determined to be nonresponsive or non-responsible;
  - 2. It is unacceptable;
  - 3. The proposed price is unreasonable; or
  - 4. It is otherwise not advantageous to the State.
- b. Vendors whose proposals are rejected as non-responsive shall be notified in writing about the rejection.
- c. Responsibility of vendors. -- It shall be determined whether a vendor is responsible before awarding a contract. Factors to be considered in determining if a vendor is responsible include:
  - 1. The vendor's financial, physical, personnel or other resources, including subcontracts;
  - 2. The vendor's record of performance and integrity;
  - 3. Any record regarding any suspension or debarment;
  - 4. Whether the vendor is qualified legally to contract with the State;
  - 5. Whether the vendor supplied all necessary information concerning its responsibility; and
  - 6. Any other specific criteria for a particular procurement which an agency may establish

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- d. If a vendor is determined to be non-responsible, the vendor shall be informed in writing.
- e. The State reserves the right to waive minor irregularities, or request additional information before determining the responsiveness of the Vendor. All Vendors will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

**C. PROPOSAL EVALUATION COMMITTEE**

The Proposal Evaluation Committee (“Committee”) is comprised of representatives of the State of Delaware.

The Committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 Del. C. §6926. Such selection will be based on the following criteria: The communicated ability of any one vendor to meet the needs of the entire State representative of the best value to the State

Government Support Services reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

**D. REQUIREMENTS OF THE VENDOR**

The purpose of this section is to assist the Proposal Evaluation Committee to determine the ability of the organization to provide the materials and services described in the application. The proposal response should contain at a minimum the following information:

- Brief history of the organizations, including accreditation status, if applicable.
- Applicant’s experience, if any, providing similar services. At least three references are required (See Attachment 6).
- Brief history of the subcontractor of the organization, if applicable. At least three references of subcontractor, if applicable.
- Financial information (balance sheets and income statements) for the past three years.
- Experience of the Service Technicians.
- Describe the methodology/approach used for this project including details of required service and turnaround time.
- The bidder should take special care to address all items under criteria and scoring section below.

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**E. CRITERIA AND SCORING**

	<b>EVALUATION CRITERIA</b>	<b>POINTS</b>
1.	Qualifications and experience of temporary employment company. Previous experience with similar contracts (this should include government as well as private sector contracts), geographical presence, and business profile.	150
2.	Business References	30
3.	Scope of Work & Company Profile and Capabilities	175
4.	Price: Overall price competitiveness compared to other vendors and current price the State is paying.	100
5.	Compliance with Specifications Followed instructions and thoroughness of RFP response	45
6.	ACA Safe Harbor Additional Fee	10
	<b>TOTAL SCORE</b>	<b>510</b>

Procurement Evaluation Committee members will assign up to the maximum number of points listed for each of the criteria listed above. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Proposal Evaluation Committee members.

**F. BEST AND FINAL OFFERS**

Once the proposals have been evaluated and negotiations have been held with the vendor(s) determined to be likely to receive an award, the Procurement Evaluation Committee issue a request for Best and Final Offers from the vendor(s).

**G. REFERENCES**

The Committee may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

**H. ORAL PRESENTATIONS**

Selected vendors may be invited to make oral presentations to the Committee. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

**V. MANDATORY PREBID MEETING**

A mandatory pre-bid meeting has not been established for this Request for Proposal.

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**VI. DEFINITIONS AND GENERAL PROVISIONS**

The attached Definitions and General Provisions apply to all contracts and are part of each Request for Proposal. The requirement to furnish a bid bond and performance bond is applicable unless waived. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Vendors or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

**A. DEFINITIONS:** Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

**STATE:** The State of Delaware

**AGENCY:** State Agency as noted on cover sheet.

**BIDDER OR VENDOR:** Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

**BID INVITATION:** The "invitation to bid" or "Request for Proposal" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

**BOND:** The approved form of security furnished by the Vendors and its surety as a guaranty of good faith on the part of the Vendor to execute the work in accordance with the terms of the contract.

**CONTRACT:** The written agreement covering the furnishing and delivery of material or work to be performed.

**DESIGNATED OFFICIAL:** The agent authorized to act for an Agency.

**GENERAL PROVISIONS:** General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

**LOCAL TIME:** Eastern Standard Time/Eastern Daylight Time

**OPPORTUNITY BUY:** A special offer from a supplier that is usually associated with a limited time to respond.

**PROPOSAL:** The offer of the Vendor submitted on the approved form and setting forth the Vendor's prices for performing the work or supplying the material or equipment described in the specifications.

**RFP:** Request for Proposal.

**SPECIAL PROVISIONS:** Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

**SURETY:** The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the Vendor's payments of all debts pertaining to and for its acceptable performance of the work for which he has contracted

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**VENDOR'S DEPOSIT:** The security designated in the proposal to be furnished by the Vendor as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to it.

**B. GENERAL PROVISIONS**

**1. INTERPRETATION OF ESTIMATES/QUANTITIES**

- a. Unless stated otherwise, the quantities given in the RFP are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract. Bidders shall recognize there are no guaranteed minimum contract quantities or values associated with this solicitation.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.
- c. Vendor usage reports for previous awards, if applicable, may be found at <http://contracts.delaware.gov/> and referring to the prior award contract page. Past usage shall not be considered a guaranteed future volume.

**2. SILENCE OF SPECIFICATIONS**

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

**3. EXAMINATION OF SPECIFICATIONS AND PROVISIONS**

The Vendor shall examine carefully the proposal and the contract forms for the material contemplated. The Vendor shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of any Special Provisions in the RFP and the contract. The submission of a proposal shall be conclusive evidence that the Vendor has made examination of the aforementioned conditions.

**4. PRICES QUOTED**

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract. **All prices quoted must be in U.S. Dollars.**

All vendors that maintain a core list of products under this contract shall maintain the appropriate negotiated prices on their core list. Vendors shall routinely offer to add to the core list material that has been identified as necessary. The Vendors are expected to routinely update any changes to the core list with the appropriate discounts listed.

Any adjustments to a core list must receive prior written approval from the State before a core list can be changed by the Vendor. Changes include but are not limited to the migration of items on and off the core list as well as any price adjustments from the original agreed upon pricing.

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**5. PUBLIC INSPECTION OF PROPOSALS**

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 Del. C. Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

**6. LAWS TO BE OBSERVED**

The Vendor is presumed to know and shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Vendor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself, by its employees, or by its subcontractor(s).

**7. APPLICABLE LAW AND JURISDICTION**

This bid, any resulting contract, and any and all litigation or other disputes arising therefrom, in connection with, or related hereto shall be governed by the applicable laws, regulations and rules of evidence of the State of Delaware. Bidder submits to personal jurisdiction in the State of Delaware. Any and all litigation or other disputes arising out of, in connection with, or relating to this bid, and any resulting contract, shall be brought exclusively in a court in the State of Delaware or the United States District Court of the District of Delaware as applicable.

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**8. SEVERABILITY**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

**9. PERMITS AND LICENSES**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Vendor at its own expense.

**10. PATENTED DEVICES, MATERIAL AND PROCESSES**

- a. The Vendor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The Vendor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

**11. EMERGENCY TERMINATION OF CONTRACT**

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the Vendor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

**12. TAX EXEMPTION**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Vendor. Each Vendor shall take its exemption into account in calculating its bid for its work.

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**13. INVOICING**

After the awards are made, the agencies participating in the bid may forward their purchase orders ("P.O.") to the successful Vendor(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an acceptable invoice from the vendor.

**14. 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, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any employee or applicant for employment with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, 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, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, 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. During the performance of this contract, the contractor agrees as follows:
  - 1. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
  - 2. 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, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin."
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

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**15. PRICES**

Prices and/or rates shall remain firm for the initial two (2) year term of the contract, unless further negotiations are deemed necessary by the State.

The pricing policy that you choose to submit must address the following concerns:

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

**16. COOPERATIVES**

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

**17. PRICE ADJUSTMENT**

The Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this contract beyond the initial two (2) year period, Government Support Services shall have the option of offering a determined price adjustment that shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

**18. SHIPPING TERMS**

FOB Destination, freight prepaid.

**19. ELECTRONIC CATALOG**

At the discretion of Government Support Services, the successful vendor(s) may be required to submit their items list in an electronic format designated by the State.

By example, but not limited to, the following items may be required:

- Electronic catalogs,
- Electronic catalogs converted to a CSV format with contract specific pricing,
- Items designated by commodity/classification code: United Nations Standard Products and Services Code (UNSPSC), and/or
- A unique item ID for all items in your system and/or our award.

## **20. INDEPENDENT CONTRACTORS**

The parties to any contract from this solicitation shall be independent contractors to one another, and nothing herein shall be deemed to cause the agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

## **21. TEMPORARY PERSONNEL ARE NOT STATE EMPLOYEES UNLESS AND UNTIL THEY ARE DIRECTLY HIRED**

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. 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.

## **22. ACA SAFE HARBOR**

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

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The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor, but does not state the required amount of the fee. The State requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

**23. FUNDING OUT or NON-APPROPRIATION**

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

**24. MANDATORY REQUIREMENTS**

As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

a. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,

and

b. Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,

**or**

c. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 aggregate,

**or**

d. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,

and

e. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to other,

and

f. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which

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may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.

All contractors must carry (a), (e), and (f), and at least one of (b), (c), or (d), depending on the scope of work being delivered.

Before any work is done with the State, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**State of Delaware  
Government Support Services  
Contract # GSS19113-TEMPMED  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202**

**Note: The State of Delaware shall not be named as an additional insured.**

**Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.**

## **25. STATE OF DELAWARE BUSINESS LICENSE**

Prior to receiving an award, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: 302-577-8778. <http://revenue.delaware.gov/services/BusServices.shtml>

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

## **26. INDEMNIFICATION**

### **a. General Indemnification**

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract.

### **b. Proprietary Rights Indemnification**

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

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If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

1. Procure the right for the State of Delaware to continue using the Product(s);
2. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
3. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

**27. NON-PERFORMANCE**

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may terminate any individual orders in accordance with General Provisions, Item 47 below and purchase equivalent product on the open market. Regarding any such open market purchase, payment for any difference in cost or expense in excess of the contract prices for reasonably equivalent products or services herein shall be the responsibility of the Vendor and shall be submitted to the State no later than 30 days following the delivery of the State's invoice detailing the open market purchase. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

**28. FORCE MAJEURE**

Neither the vendor 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.

**29. VENDOR NON-ENTITLEMENT**

State of Delaware Vendors for Materiel and for Services shall not have legal entitlement to utilize any Central Contract held by the State of Delaware. The Vendors may not seek business from another Vendors' Central Contract for the purpose of preparing a bid or proposal to the State of Delaware. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract unless they are considered a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code or otherwise permitted by law.

This is not a prohibition from any Vendor choosing to work with another Vendor who holds a State Central Contract for private business.

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**30. OPPORTUNITY BUYS**

The Director for the State of Delaware, Office of Management and Budget, Government Support Services can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a central contract. See [Opportunity Buy Flowchart](#). The Director will afford any vendor on an existing central contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

**31. I FOUND IT CHEAPER**

Director for the State of Delaware, Office of Management and Budget, Government Support Services can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any State employee or Vendor to identify a lower price for material and or services for consideration despite the existence of a central contract. See [I Found It Cheaper Flowchart](#). The Director will afford any Vendor on an existing central contact an opportunity to match or to beat the I Found It Cheaper suggestion and if not matched or beaten, approve the purchase via a waiver.

**32. REQUIRED REPORTING**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels, if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (Attachment 8) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to [vendusage@delaware.gov](mailto:vendusage@delaware.gov), with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the full month (Report due by January 15<sup>th</sup> will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured and prices paid. Reports are required monthly, including those with “no spend”. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification,

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Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Attachment 9.

Accurate 2nd Tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at [vendorusage@delaware.gov](mailto:vendorusage@delaware.gov) on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

### **33. ORDERING PROCEDURE**

Successful Vendors 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. Depending on the nature and scope of the event, each State agency or other governmental entity shall be responsible for contacting the awarded vendor directly for all required resources. All consumables delivered by the Vendor and received by a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, email, fax or computer on-line systems.

### **34. 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.

### **35. BILLING**

The Vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number. The Vendor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

Agencies will make every effort to achieve available discount opportunities under this contract. Vendors shall be required to report semi-annually opportunities to enhance the discounts achieved.

### **36. METHOD OF PAYMENT**

- a. For each P.O. issued as part of this contract, the State will pay Vendor monthly, within thirty (30) days of receipt of the Vendor's billing, the amount which is legitimately earned by the Vendor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Vendor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

- b. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.
- c. The agencies or school districts using this award will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under

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contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ACI or check. Should a Vendor wish to provide a financial incentive to not process payment by P-Card in their proposal, they are to prepare their proposals to clearly outline any incentives for alternative payment methods the Vendor is willing to accept.

**37. PRODUCT SUBSTITUTION**

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the Agency to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

If a substitution is granted by the state, the Vendor must update its core list and maintain said list in a timely manner.

**38. SCHEDULE FOR PERFORMANCE OF WORK**

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term "reasonable". If the Vendor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

**39. VENDOR RESPONSIBILITY**

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 7, and are subject the approval and acceptance of Government Support Services.

**40. VENDOR- OWNED RENTAL EQUIPMENT AND SUPPLIES REMOVAL**

The awarded Vendor shall remove all rental equipment and supplies from the event location (s) no later than an agreed to date once all contract obligations by the Vendor have been met.

**41. ENVIRONMENTAL PROCUREMENT REQUIREMENTS**

- a. Energy Star - If applicable, the Vendor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Vendor is encouraged to visit [www.energystar.gov](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.

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- b. Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.
- c. Vendors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).

Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award. The State Environmental Procurement Policies may be found: [Environmentally Preferred Purchasing Policy](#)

#### **42. PERSONNEL, EQUIPMENT AND SERVICES**

- a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 7 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 7 must be approved in writing by the State.

#### **43. FAIR BACKGROUND CHECK PRACTICES**

Pursuant to 29 Del. C. [§6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

#### **44. VENDOR BACKGROUND CHECK REQUIREMENTS**

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at: <https://sexoffender.dsp.delaware.gov/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

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By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

#### **45. DRUG TESTING REQUIREMENTS FOR LARGE PUBLIC WORKS**

Pursuant to 29 Del.C. [§6908\(a\)\(6\)](#), effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. [§6962](#).

Final publication of the identified regulations can be found at the following:

[4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects](#)

#### **46. MINIMUM WAGE RATES**

Work performed under this solicitation may fall under the [State of Delaware Minimum Wage Rates](#) or the Delaware Prevailing Wage rates. Prior to issuing a purchase order, the ordering agencies must obtain from the Department of Labor a determination if prevailing wage applies to the project and, if appropriate, what the applicable prevailing wage rates would be for the work to be performed. No work shall proceed without a determination by the Department of Labor. Request for prevailing wage certification can be found at: <http://dia.delawareworks.com/labor-law/prevailing-wage.php>.

#### **47. PREVAILING WAGE**

The prevailing wage law, 29 Del.C. [§6960](#), is enforced by the Department of Labor and states that the specifications for every contract or aggregate of contracts relating to a public works project in excess of \$500,000 for new construction (including painting and decorating) or \$45,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of building or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed.

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**48. DISPUTE RESOLUTION**

At the option of, and in the manner prescribed by the Office of Management and Budget (OMB), the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, OMB elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by OMB, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of OMB, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. OMB reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

**49. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS**

As a central contract, the contract resulting from this RFP shall include individual orders from state agencies and other entities authorized by law to procure from this contract. The individual orders may be terminated as follows:

- a. Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.
- b. Termination for Convenience:** The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.

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- c. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

## 50. TERMINATION OF CONTRACT

As a central contract, the contract resulting from this RFP may be terminated as follows by Government Support Services.

- a. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have not less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

- b. **Termination for Convenience:** The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.
- c. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

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**51. CHANGES**

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between the Agency and the Vendor shall be incorporated in written amendments to the Purchase Order or contract.

**52. INTEREST OF VENDOR**

The Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Vendor further covenants, that in the performance of this contract, no person having any such interest shall be employed.

**53. PUBLICATION, REPRODUCTION AND USE OF MATERIAL**

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the Vendor for anything other than their intended purpose under this Contract. The Vendor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

**54. RIGHTS AND OBLIGATIONS**

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project or order.

**55. ASSIGNMENT OF ANTITRUST CLAIMS**

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

**56. TESTING AND INSPECTION**

The State of Delaware reserves the right to conduct any test or inspection it may deem necessary to insure equipment, materials and services conform to contract requirements.

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**57. COVENANT AGAINST CONTINGENT FEES**

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

**58. GRATUITIES**

- a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and
- b. In the event this contract is terminated pursuant to subparagraph "a", the State shall be entitled (i) to pursue the same remedies against the Vendor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

**59. AFFIRMATION**

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

**60. AUDIT ACCESS TO RECORDS**

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

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**61. REMEDIES**

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Vendor arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

**62. SUBCONTRACTS**

Subcontracting is permitted under this RFP and contract. However, every subcontractor or reseller shall be identified in the Proposal (Attachment 7) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The Vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The Vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

**63. AGENCY'S RESPONSIBILITIES**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.
- 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. [Corrective Action Report](#)

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**64. CONTRACT DOCUMENTS**

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any Vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instruction

**65. ASSIGNMENT**

This contract shall not be assigned except by express prior written consent from the Agency.

**66. NOTICE**

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

**State of Delaware  
Government Support Services  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202**

**67. VENDOR EMERGENCY RESPONSE POINT OF CONTACT**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

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**68. NO PRESS RELEASES OR PUBLIC DISCLOSURE**

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

**C. AWARD AND EXECUTION OF CONTRACT**

**1. CONSIDERATION OF PROPOSALS**

The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to seek new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

**2. MATERIAL GUARANTY**

Before any contract is awarded, the successful Vendor may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

**3. AWARD OF CONTRACT**

Within ninety (90) days from the date of opening proposals, the contract will be awarded or the proposals rejected.

**4. EXECUTION OF CONTRACT**

The Vendor (s) to whom the award is made shall execute a formal contract within twenty (20) days after date of official notice of the award of the contract.

**5. WARRANTY**

The successful Vendor(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

**6. THE CONTRACT(S)**

The contract(s) with the successful Vendor(s) will be executed with Government Support Services acting for all participating governmental entities.

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**7. INFORMATION REQUIREMENT**

The successful Vendor's shall be required to advise and provide Government Support Services of the gross costs associated with this contract.

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**VII. PROPOSAL REPLY SECTION**

**CONTRACT NO. GSS19113-TEMPMED**

**Temporary Medical Staffing**

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the contract number to the State of Delaware, Government Support Services by April 2, 2019 3:00 P.M. (Local Time) at which time bids will be opened.

**NO MANDATORY PRE-BID MEETING**

**Proposals must be mailed to:**

**State of Delaware  
Government Support Services  
GSS19113-TEMPMED  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202**

**PUBLIC PROPOSAL OPENINGS**

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the Vendor(s), not to serve as a forum for determining the apparent low Vendors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

After receipt of a fully executed contract(s), the Delaware public and all Vendors are invited to make an appointment with the agency in order to review pricing and other non-confidential information.

**NOTE: ONLY THE VENDOR'S NAME AND ADDRESS WILL BE READ AT THE OPENING**

**ATTACHMENTS**

The following attachments are required to be included in the final submission package.



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Attachment 2 – Non-Collusion

**CONTRACT NO.:** GSS19113-TEMPMED      **TITLE:** Temporary Medical Staffing  
**DEADLINE TO RESPOND:** April 2, 2019 3:00 P.M.

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Office of Management and Budget, Government Support Services.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

**NOTE:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Office of Management and Budget, Government Support Services.

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

COMPANY NAME \_\_\_\_\_ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE LICENSE NUMBER \_\_\_\_\_

COMPANY CLASSIFICATIONS:  CERT. NO.:	Certification type(s)	Circle all that apply	
		Minority Business Enterprise (MBE)	Yes
	Woman Business Enterprise (WBE)	Yes	No
	Disadvantaged Business Enterprise (DBE)	Yes	No
	Veteran Owned Business Enterprise (VOBE)	Yes	No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:  
(COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**AFFIRMATION:** Within the past five (5) years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?  
YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

**THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED**

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_



Contract No.: **GSS19113-TEMPMED**  
Contract Title: **Temporary Medical Staffing**

**COMPANY PROFILE & CAPABILITIES FORM**

Suppliers are required to provide a reply to each question listed below. Your replies will aid the evaluation committee as part of the overall qualitative evaluation criteria of this Request for Proposal. Your responses should contain sufficient information about your company so evaluators have a clear understanding of your company's background and capabilities. Failure to respond to any of these questions may result in your proposal to be rejected as non-responsive.

1.	Please provide a description of your company's screening procedures for new temp employee applicants. Include detailed descriptions of any background checks and drug testing that is done.

2.	Please provide a description of your agency's pre-testing procedures. Include detailed descriptions of any aptitude or skills tests that are administered prior to qualifying any employee for a particular position.

3.	Please provide the average number of persons in the placement pool, average retention time, average turnover rate, and any certifications required as applicable to positions identified in this contract.

4.	Please describe the methods you recommend to resolve issues with staff or agency performance.



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Attachment 6 - References

Contract No.: **GSS19113-TEMPMED**  
Contract Title: **Temporary Medical Staffing**

**BUSINESS REFERENCES FORM**

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list the contract(s).

1.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	
2.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	
3.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	

**STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.**

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Attachment 7 - Subcontractors

**SUBCONTRACTOR INFORMATION FORM**

<b>PART I – STATEMENT BY PROPOSING VENDOR</b>		
1. CONTRACT NO. GSS19113-TEMPMED	2. Proposing Vendor Name:	3. Mailing Address
<b>4. SUBCONTRACTOR</b>		
a. NAME	4c. Company OSD Classification:  Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY ( <i>Signature</i> )	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
<b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b>		
9a. NAME OF PERSON SIGNING	10. BY ( <i>Signature</i> )	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

**Use a separate form for each subcontractor**



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Attachment 9 – Tier 2 Reporting

**SAMPLE REPORT – FOR ILLUSTRATION PURPOSES ONLY**

State of Delaware																		
Subcontracting (2nd tier) Quarterly Report																		
Prime Name:					Report Start Date:													
Contract Name/Number					Report End Date:													
Contact Name:					Today's Date:													
Contact Phone:					*Minimum Required				Requested detail									
Vend or Name *	Vend or TaxID *	Contra ct Name/ Numbe r*	Vendo r Conta ct Name *	Vendo r Conta ct Phone *	Repo rt Start Date*	Repo rt End Date*	Amount Paid to Subcontract or*	Work Performed by Subcontrac tor UNSPSC	M/WBE Certifyi ng Agency	Veteran/Serv ice Disabled Veteran Certifying Agency	2nd tier Suppli er Name	2nd tier Suppli er Addre ss	2nd tier Suppli er Phone Number	2nd tier Suppli er email	Descripti on of Work Performe d	2nd tier Suppli er Tax Id	Dat e Pai d	

**Note:** A copy of the current 2<sup>nd</sup> Tier Usage Report will be sent by electronic mail to the Awarded Vendor

Completed reports shall be saved in an Excel format, and submitted to the following email address: [vendorusage@delaware.gov](mailto:vendorusage@delaware.gov)

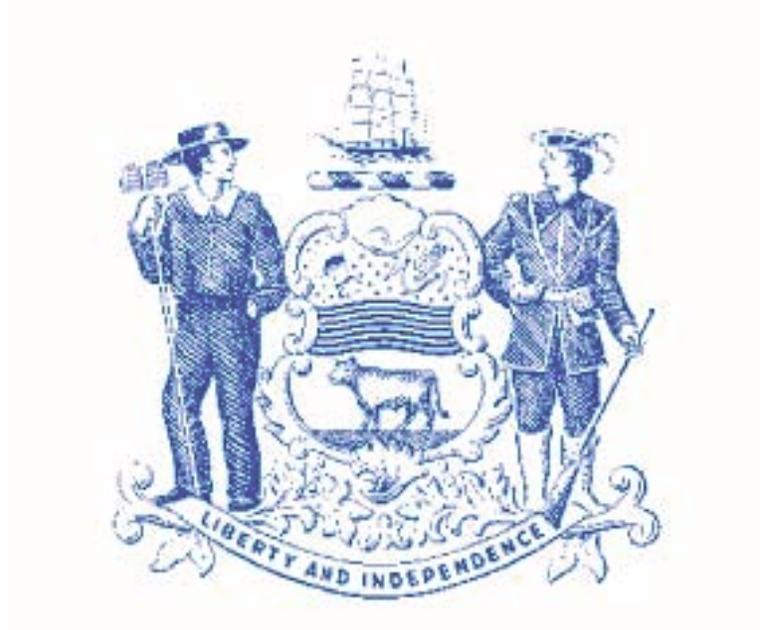
**State of Delaware  
Office of Supplier Diversity  
Certification Application**

The most recent application can be downloaded from the following site:

<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



**Complete application and mail, email or fax to:**

Office of Supplier Diversity (OSD)  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202  
Telephone: (302) 857-4554 Fax: (302) 677-7086  
Email: [osd@delaware.gov](mailto:osd@delaware.gov)  
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.  
THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES.**

### PROPOSAL REPLY REQUIREMENTS

The response should contain the following minimum information:

1. A brief Cover Letter signed including an Applicant's experience, if any, providing similar services.
2. Vendor shall provide a detailed description of services to be provided, and shall respond to the Scope of Work identified. Failure to adequately describe the extent of their abilities may affect how the state evaluates and scores the vendor proposal.

Include catalogs or links, if that is what is asked for.

**Vendors are encouraged to review the Evaluation criteria to see how the proposals will be scored and verify that the response has sufficient documentation to support each scoring criteria identified.**

3. Complete, signed and notarized copy of the Non-Collusion Agreement (Attachment 2). **“ORIGINAL” PAPER PROPOSAL MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK** – Form must be included.
4. Completed RFP Exception Form (Attachment 3) – please check box if no information – Form must be included.
5. Completed Profile and Capabilities Form (Attachment 4)
6. Completed Confidentiality Form (Attachment 5) – please check if no information is deemed confidential – Form must be included.
7. Completed Business Reference Form (Attachment 6) – please provide references other than State of Delaware contacts – Form must be included.
8. Complete and signed copy of the Subcontractor Information Form (Attachment 7) for each subcontractor – only provide if applicable.
9. Complete OSD Application (see link on Attachment 10) – optional, only provide if applicable

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as “non-responsive” and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

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**PROPOSAL REPLY REQUIREMENTS (CONT'D)**

Vendors shall compile all documentation noted above, and all other documents as required in the Scope of Work, Appendix A, and shall provide in the following format(s):

1. Two (2) paper copies of the vendor proposal paperwork.
2. One (1) electronic copy of the vendor proposal saved to CD or DVD media disk, or USB memory stick. Any copies of electronic price files shall be included on the same electronic media, but shall be saved separately from.

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**Appendix A – SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**  
**GSS19113-TEMPMED**  
Temporary Medical Staffing

**A. OVERVIEW**

Government Support Services and other State of Delaware Agencies have a requirement for Temporary Medical Staffing Services to support operations at State Facilities on an as needed basis.

It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract to implement the procedures necessary to allow state agencies to hire temporary employees from one or more vendors to support Facility operations.

Information regarding the current contract can be found online at:  
[http://contracts.delaware.gov/contracts\\_detail.asp?i=307](http://contracts.delaware.gov/contracts_detail.asp?i=307)

The Contractor, and not the State, is the legal responsible employer of the employees performing under this contract. The Contractor(s) will be responsible for all payroll taxes, workers' compensation, payroll reports, and other employer Federal and State requirements for temporary employees.

Vendors are to respond or acknowledge each section found within this scope of work.

This contract does not include school nurses; which are available on contract [GSS16112A-TEMP\\_EMPL.](#)

**B. APPENDIX B**

Appendix B contains the job titles and descriptions the State of Delaware is seeking pricing for. The State reserves the right to add additional positions, as needed. Vendors are not authorized to fill positions that are not covered under the resulting contract until the position has been properly added. It is the requesting agencies responsibility to notify the assigned Contract Officer of positions that need to be added.

**C. APPENDIX C**

Appendix C is an Excel workbook that is to be completed by responding vendors, capturing vendor information, including: contact information, payroll and invoicing timing and methodology, background checks turnaround time, and ACA surcharges.

Appendix C will also be used for vendor rate proposals.

Rates proposed shall be held firm for the initial term of the contract. Rates increases may be considered at time of extension negotiations provided they are compliant with Price Adjustment, section 17 of this RFP.

**D. GENERAL REQUIREMENTS**

**1. CUSTOMER SERVICE**

The Supplier(s) should provide the State and each of the Contract Users a single, local point of contact (and a backup) to handle questions, staff scheduling, and/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).

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**2. 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.

**3. 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.

**4. 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.

**5. 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.

**6. 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.

**7. INCLEMENT WEATHER & STATE OF EMERGENCIES**

In the event of inclement weather, including State of Emergency declarations, late openings, early closing temporary employees are to follow the same instructions as Non-Essential personnel. Temporary employees will not be paid for those hours not worked due to State Delays & Closings. Information regarding State of Delaware Delays & Closings can be found online at: <http://delawarepersonnel.com/closings/advisory.asp>

**8. ACCEPTABLE USE POLICY**

The successful vendor(s) will abide by the State of Delaware Acceptable Use Policy, found at <http://dti.delaware.gov/pdfs/pp/AcceptableUsePolicy.pdf>. Signed Acknowledgement Statement will be required by all Temporary Employees how are granted access to the State's network.

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**9. OPERATING STATE EQUIPMENT**

Temporary Staff may be required 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. 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.

**10. EMPLOYEE BENEFITS**

Please provide detailed information of paid time off, life insurance, health and retirement programs sponsored for its employees.

**11. NO-COMPETE CLAUSE**

Provide a copy of any employment contracts your employees are required to sign, to include any no-compete clauses, if applicable.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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, it is recommended that the agency not retain any one employee for more than one year. Agencies should develop internal procedures to support this initiative.

**The State reserves the right to limit the number of hours a temporary employee is permitted to work weekly.**

**17. 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.

**18. 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.

Lunch breaks are for lunch breaks, in compliance with Department of Labor regulations. They are not to be used to make up for tardiness. Occasional adjustments to set schedule are to be pre-arranged with both employer and State supervisor.

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**19. 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.

**20. Holidays**

Holidays are defined as the legal holidays of the State of Delaware. Holiday rates will be paid on the observed holiday of shift workers.

In accordance with Title 1, Chapter 5, subsection 501, Delaware Code, as amended, please refer to <https://dhr.delaware.gov/labor/holidays/> for all observed State Holiday dates.

No overtime rates will be paid. The State expects the vendor to manage the schedules of their employees so that overtime is not paid.

**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. Invoicing**

After the awards are made, the agencies participating in the bid may forward their purchase orders ("P.O.") to the successful Vendor(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an acceptable invoice from the vendor.

**23. Cancellation Policy**

If the Contractor does not notify the facility of a cancellation at least two (2) hours before the start of the scheduled shift, the Contractor agrees to reimburse the facility for four (4) compensatory hours at the designated rate for that cancelled employee. If an agency does not notify the Contractor of a cancellation of a need for service at least two (2) hours prior to the start of the scheduled shift, the agency agrees to reimburse the Contractor for four (4) compensatory hours at the designated rate for the cancelled employee.

**24. Frequency of Need for Temporary Nursing Services**

The frequency of need for temporary nursing service personnel has varied widely over time. While the State anticipates that the need for temporary nursing services personnel will continue, no minimum usage or set staffing schedule can be committed to with respect to this Request for Proposal.

**25. Orientation and Training**

Orientation packet review is required for all Licensed Staff as well as Certified Nursing Assistants and the cost will be paid by the Contractor. Additional training will be required but at the expense of the State.

## **26. Contractor Monitoring/Evaluation**

The contractor may be monitored/evaluated on-site on a regular basis. Failure of the contractor to cooperate with the monitoring/evaluation process or to resolve any problem(s) identified in the monitoring/evaluation may be cause for termination of the contract.

## **27. Qualifications and Experience**

The offeror shall provide sufficient information to demonstrate experience and staff expertise to carry out the project. The specific individuals who will work on this project must be identified, along with the nature and extent of their involvement. The qualifications of these individuals shall be presented (in resumes or other formats). If conducting this project will require hiring of one or more individuals who are not currently employed by the bidding organization, applications shall provide detailed job descriptions, including required qualifications and experience.

## **28. Nursing License/Certification and Additional Requirements**

All temporary medical staff must have a current Delaware, or other compact State, license or certification based on the position. Additionally, all temporary medical staff must successfully complete a State of Delaware criminal background check, adult abuse and child abuse registry check, drug screening, current PPD test, and CPR/AED certification prior to working at any State facility. Medical screenings and criminal background checks should not be older than one year. The facility may require copies of documentation.

## **29. Nursing Staff Working Schedule**

### **Division of Services for Aging and Adults with Physical Disabilities:**

Nursing staff are normally scheduled for 8 hour shifts, no more than 40 hours per week. The needs are generally known in advance and fall predominantly on the weekends. However, there are instances where unforeseen events, such as staff illness, preclude advance knowledge of need. The need for temporary nursing services personnel occurs on all three shifts (days, evenings, and nights), but more frequently on the evening shift (3:00 PM to 11:00 PM). The other shifts are days (7:00 AM to 3:00 PM) and nights (11:00 PM to 7:00 AM).

- The first shift of a scheduled day at the Delaware Hospital for the Chronically Ill is the night shift (11:00 PM to 7:00 AM).
- The first shift of a scheduled day at the Governor Bacon Health Center is the day shift (7:00 AM to 3:00 PM).
- The first day of the 40 hour work week at the Delaware Hospital for the Chronically Ill is Monday (reporting for duty on Sunday at 11:00 PM).
- Weekend shifts at the Delaware Hospital for the Chronically Ill begin 11:00 PM Friday and end 11:00 PM Sunday.
- Weekend shifts at the Governor Bacon Health Center begin 7:00 AM Saturday and end 6:59 AM Monday.

### **Delaware Veterans Home:**

- The first shift of a scheduled day at the Delaware Veterans Home is the day shift (7:00 AM to 3:00 PM).
- The First day of the 40 hour work week at the Delaware Veterans Home is Monday (reporting for duty on Monday at 7:00 AM).

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- Weekend Shifts at the Delaware Veterans Home begin 7:00 AM Saturday and end 6:59 AM Monday.

When working at the Delaware Hospital for the Chronically Ill, Governor Bacon Health Center, and the Delaware Veterans Home, Licensed Nursing Staff shall report fifteen (15) minutes prior to the beginning of the scheduled shift and will be allowed an unpaid 45 minute lunch break. The standard lunch period is 30 minutes; the additional 15 minutes are to make up for the requirement of reporting 15 minutes prior to the start of the shift. CNA's are to report on time for their scheduled shift (i.e. 11:00 PM, or 7:00 AM, or 3:00 PM).

### **30. State Facilities**

Listed below are the facilities and locations that may require service under this contract.

#### **Division of Services for Aging and Adults with Physical Disabilities**

Delaware Hospital for the Chronically Ill  
100 Sunnyside Road  
Smyrna, DE 19977

Governor Bacon Health Center  
P.O. Box 559  
Delaware City, DE 19706

#### **Division of Substance Abuse and Mental Health**

Delaware Psychiatric Center  
1901 North Du Pont Highway  
New Castle, DE 19720

#### **Division of Developmental Disabilities Services**

Stockley Center  
26351 Patriots Way  
Georgetown, DE 19947

#### **Delaware Veterans Home**

100 Delaware Veterans Boulevard  
Milford, DE 19963

**The state reserves the right to add locations or delete locations as needed.**

## **E. Service Requirements**

### **1. Respiratory Therapist Services**

#### **Summary Statement**

To provide Respiratory Therapist services for residents in the two long term care nursing homes operated by the State of Delaware; specifically, Delaware Hospital for the Chronically Ill (DHCI) in Smyrna and the Governor Bacon Health Center (GBHC) in Delaware City, by a licensed Respiratory Therapist. Also, to provide in-service trainings for nursing staff.

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**Objectives**

- To be available a maximum of eight hours a week, preferably one day a week; maximum of 416 hours a year.
- To provide monthly respiratory therapy assessments according to federal guidelines and facility procedures for residents with acute and chronic respiratory illnesses or conditions. Instructs, orients, and recommends respiratory care for medical and nursing staff.
- Under direction of the physician, performs respiratory care modalities that may include oxygen therapy, breathing treatments, humidity-aerosol therapy, pulmonary drainage procedures, and mechanical ventilation (if needed).
- Under direction of the physician, conduct pulmonary function testing and collect arterial blood gases (in the facility) utilizing their own equipment and supplies. Submit written reports on results directly to the physician immediately after tests are completed.
- Conducts weekly reviews and adjusts equipment as needed. Checks equipment for malfunctions and readjusts or refers for repair. Checks equipment for cleanliness and provides written reports to supervisors.
- Monitors residents on mechanical ventilation and oxygen support systems for potentially dangerous physical changes weekly. Recognizes abnormal changes and immediately notifies physician.
- Trains staff on maintaining secure and patent airways and reviews the staff skills on performing nasal, nasotracheal, endotracheal and oral suctioning on a weekly basis. Evaluates skill test results and reviews with staff and physicians as a method to ensure competency.
- Maintains competency and certification on all current and new procedures and equipment related to the delivery of respiratory care.
- Maintains patient charts, logs data on tracking forms (if applicable), and provides written documentation for tests and treatments performed.
- Provides group in-service trainings as needed for nursing and direct care staff in areas identified by physicians, skills assessment results, and conditions of residents.

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**Appendix B - Job Descriptions, Temporary Medical Staff**

The following pages detail the job titles and descriptions that will be included in this contract. 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.

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**Registered Nurse I**

**Description of Occupational Work**

Registered nurses may perform work in a variety of different settings such as the community, facilities, health centers, residential or similar environments. Registered nurses provide one or more of the following nursing services including but not limited to: direct care; assessments; nursing care plans; education on health issues; evaluation of health care facilities and agencies to ensure compliance with health care regulations; promotion and protection of the health of the entire population; prevention of illness, injury or disability; and /or facilitation of the delivery of health care services.

**Essential Functions**

Essential functions are fundamental, core functions common to positions in the class series and are not intended to be an exhaustive list of every job duty 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.

- Provides or evaluates direct nursing care.
- Develops, implements and/or reviews nursing care plans.
- Provides health care instruction and guidance to individuals, families, community groups and/or nursing home facilities in the management of their health care needs.
- Maintains an effective working relationship with other members of the treatment team.
- Prepares and submits records, reports, evaluations and forms.
- Participates in and make recommendations regarding quality assurance activities.

**Levels of Work**

- Receives close supervision in agency operations.
- Receives on the job training.
- Regular contacts are with individuals and/or their families, staff nurses, supervisory nurses and physicians.

**Knowledge, Skills and Abilities**

- Knowledge of the principles, practices, and procedures of registered nursing.
- Knowledge of quality assurance techniques.
- Knowledge of the specific program area of practice.
- Knowledge of individual/group dynamics.
- Skill in providing health care instruction and guidance to individuals, families, community groups and/or nursing home facilities.
- Skill in accurate documentation.
- Ability to plan, implement and evaluate nursing care plans.
- Ability to complete records and reports in a timely manner.
- Ability to establish and maintain effective relationships with individuals, families and co-workers.
- Ability to interpret data and apply the appropriate problem solving techniques.

**JOB REQUIREMENTS for Registered Nurse I**

1. Possession of a Delaware Registered Nurse license, Delaware temporary license or multi-state compact license.

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**Registered Nurse II**

**Description of Occupational Work**

Registered nurses may perform work in a variety of different settings such as the community, facilities, health centers, residential or similar environments. Registered nurses provide one or more of the following nursing services including but not limited to: direct care; assessments; nursing care plans; education on health issues; evaluation of health care facilities and agencies to ensure compliance with health care regulations; promotion and protection of the health of the entire population; prevention of illness, injury or disability; and /or facilitation of the delivery of health care services.

**Essential Functions**

Essential functions are fundamental, core functions common to positions in the class series and are not intended to be an exhaustive list of every job duty 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.

- Provides or evaluates direct nursing care.
- Develops, implements and/or reviews nursing care plans.
- Provides health care instruction and guidance to individuals, families, community groups and/or nursing home facilities in the management of their health care needs.
- Maintains an effective working relationship with other members of the treatment team.
- Prepares and submits records, reports, evaluations and forms.
- Participates in and make recommendations regarding quality assurance activities.

**Levels of Work**

- Receive less supervisory direction and assistance.
- Make independent judgements in critical situations.
- Provide technical guidance to lower level staff.
- Regular contacts are with individuals, and/or their families, staff nurses, supervisory nurses and physicians.

**Knowledge, Skills and Abilities**

- Knowledge of the principles, practices, and procedures of registered nursing.
- Knowledge of quality assurance techniques.
- Knowledge of the specific program area of practice.
- Knowledge of individual/group dynamics.
- Skill in providing health care instruction and guidance to individuals, families, community groups and/or nursing home facilities.
- Skill in accurate documentation.
- Ability to plan, implement and evaluate nursing care plans.
- Ability to complete records and reports in a timely manner.
- Ability to establish and maintain effective relationships with individuals, families and co-workers.
- Ability to interpret data and apply the appropriate problem solving techniques.
- Knowledge of applicable sections of the Delaware Code, Department and facility policy and procedures.
- Ability to provide guidance to para-professional staff.
- Ability to make independent judgements.

**JOB REQUIREMENTS for Registered Nurse II**

1. Possession of a Bachelors degree or higher in Nursing.
2. Possession of a Delaware Registered Nurse license OR multi-state compact license.

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**Registered Nurse III**

**Description of Occupational Work**

Registered nurses may perform work in a variety of different settings such as the community, facilities, health centers, residential or similar environments. Registered nurses provide one or more of the following nursing services including but not limited to: direct care; assessments; nursing care plans; education on health issues; evaluation of health care facilities and agencies to ensure compliance with health care regulations; promotion and protection of the health of the entire population; prevention of illness, injury or disability; and /or facilitation of the delivery of health care services.

**Essential Functions**

Essential functions are fundamental, core functions common to positions in the class series and are not intended to be an exhaustive list of every job duty 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.

- Provides or evaluates direct nursing care.
- Develops, implements and/or reviews nursing care plans.
- Provides health care instruction and guidance to individuals, families, community groups and/or nursing home facilities in the management of their health care needs.
- Maintains an effective working relationship with other members of the treatment team.
- Prepares and submits records, reports, evaluations and forms.
- Participates in and make recommendations regarding quality assurance activities.

**Levels of Work**

- Positions at this level are skilled in making independent judgements in complex situations.
- May serve as charge nurse or team leader by delegating assignments and reviewing the work of staff.
- Regular contacts are with individuals and/or their families, staff nurses, supervisory nurses, physicians, health care facilities, and other administrative staff.

**Knowledge, Skills and Abilities**

- Knowledge of the principles, practices, and procedures of registered nursing.
- Knowledge of quality assurance techniques.
- Knowledge of the specific program area of practice.
- Knowledge of individual/group dynamics.
- Skill in providing health care instruction and guidance to individuals, families, community groups and/or nursing home facilities.
- Skill in accurate documentation.
- Ability to plan, implement and evaluate nursing care plans.
- Ability to complete records and reports in a timely manner.
- Ability to establish and maintain effective relationships with individuals, families and co-workers.
- Ability to interpret data and apply the appropriate problem solving techniques.
- Knowledge of applicable sections of the Delaware Code, Department and facility policy and procedures.
- Ability to provide guidance to para-professional staff.
- Ability to make independent judgements.
- Skill in making independent judgements in complex situations.
- Ability to plan, assign and review the work of staff.

**JOB REQUIREMENTS for Registered Nurse III**

1. Possession of a Bachelors degree or higher in Nursing and at least one year experience as a Registered Nurse in Public Health Nursing OR a Masters degree or higher in Nursing.
2. Possession of a Delaware Registered Nurse license OR multi-state compact license.

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**Advanced Practice Registered Nurse**

**Description of Occupational Work**

Registered nurses may perform work in a variety of different settings such as the community, facilities, health centers, residential or similar environments. Registered nurses provide one or more of the following nursing services including but not limited to: direct care; assessments; nursing care plans; education on health issues; evaluation of health care facilities and agencies to ensure compliance with health care regulations; promotion and protection of the health of the entire population; prevention of illness, injury or disability; and /or facilitation of the delivery of health care services.

**Essential Functions**

Essential functions are fundamental, core functions common to positions in the class series and are not intended to be an exhaustive list of every job duty 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.

- Provides or evaluates direct nursing care.
- Develops, implements and/or reviews nursing care plans.
- Provides health care instruction and guidance to individuals, families, community groups and/or nursing home facilities in the management of their health care needs.
- Maintains an effective working relationship with other members of the treatment team.
- Prepares and submits records, reports, evaluations and forms.
- Participates in and make recommendations regarding quality assurance activities.

**Levels of Work**

- Performs comprehensive physical examinations and preventive health measures.
- Prescribes appropriate forms of treatment.
- Orders and evaluates laboratory tests to identify and assess clinical problems or health care needs.
- Provides education and counseling.
- Plans and institutes health care programs in the community.
- Identifies health care problems in a nursing specialty and develops/implements appropriate intervention of corrective programs.
- Advises health groups and members of the health care team on matters related to nursing services and health care.
- Contacts include health care providers, community groups and other administrative and program staff.

**Knowledge, Skills and Abilities**

- Knowledge of the principles, practices, and procedures of registered nursing.
- Knowledge of quality assurance techniques.
- Knowledge of the specific program area of practice.
- Knowledge of individual/group dynamics.
- Skill in providing health care instruction and guidance to individuals, families, community groups and/or nursing home facilities.
- Skill in accurate documentation.
- Ability to plan, implement and evaluate nursing care plans.
- Ability to complete records and reports in a timely manner.
- Ability to establish and maintain effective relationships with individuals, families and co-workers.
- Ability to interpret data and apply the appropriate problem solving techniques.
- Knowledge of applicable sections of the Delaware Code, Department and facility policy and procedures.
- Ability to provide guidance to para-professional staff.
- Ability to make independent judgements.

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- Skill in making independent judgements in complex situations.
- Ability to plan, assign and review the work of staff.
- Knowledge of nursing process principles, practices, and theory in the specialty area.
- Knowledge of specialized techniques used in examination, specimen gathering, venipuncture, cultures and immunization.
- Skill in the application of specialized nursing health care services.
- Skill in writing clear, complete, concise reports, records and summaries.
- Skill in conducting assessment methods and techniques.
- Skill in working effectively with a variety of professional health care providers.
- Skill in the preparation of a variety of educational materials in a nursing specialty.
- Ability to conduct workshops, conferences and seminars in the nursing specialty.
- Ability to interpret laboratory findings.
- Ability to promote and integrate the area of the nursing specialty into the community health and social services setting.
- Ability to identify health care problems in a nursing specialty and develop/implement appropriate intervention or corrective programs.

**JOB REQUIREMENTS for Advanced Practice Registered Nurse**

1. Possession of a Delaware Advanced Practice Registered Nurse license or temporary permit for a Delaware Advanced Practice Registered Nurse license in an appropriate specialty area.

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**Licensed Practical Nurse I**

**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.

- Administers treatments as directed.
- Takes and records vital signs (temperature, blood pressure, pulse and respiration).
- Pours, administers, charts and records medications.
- Gives prescribed intramuscular and subcutaneous injections and inoculations.
- Observes patient behavior and condition and reports changes to appropriate staff.
- Records information on patients' charts.

**Levels of Work**

- Responsible for less complex practical nursing assignments.
- Receives close supervision in agency operations.
- Regular contacts are with individuals and their families, nursing staff, physicians, dietary, pharmacy and other departments to ensure adequate care is provided to patients.

**Knowledge, Skills and Abilities**

- Knowledge of common physical and mental illnesses and their symptoms.
- Knowledge of principles and practices of practical nursing care.
- Knowledge of the use standard instruments, supplies and equipment.
- Knowledge of the methods and techniques of bathing, dressing, oral and personal hygiene and positioning of patients.
- Knowledge of medical terminology, abbreviations and symbols.
- Skill in administration of medications.
- Ability to exercise patience and understanding while working with the physically and mentally ill or developmentally disabled.
- Ability to write legibly and to spell correctly.
- Ability to record accurate information on patients' charts.

**JOB REQUIREMENTS for Licensed Practical Nurse I**

1. Possession of a Delaware Practical Nurse license, Delaware temporary license or multi-state compact license.

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**Licensed Practical Nurse II**

**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.

- Administers treatments as directed.
- Takes and records vital signs (temperature, blood pressure, pulse and respiration).
- Pours, administers, charts and records medications.
- Gives prescribed intramuscular and subcutaneous injections and inoculations.
- Observes patient behavior and condition and reports changes to appropriate staff.
- Records information on patients' charts.

**Levels of Work**

- Responsible for complex practical nursing assignments.
- Prepares work schedules and oversees work of subordinate staff.
- Regular contacts are with individuals and their families, nursing staff, physicians, dietary, pharmacy and other departments to ensure adequate care is provided to patients.

**Knowledge, Skills and Abilities**

- Knowledge of common physical and mental illnesses and their symptoms.
- Knowledge of principles and practices of practical nursing care.
- Knowledge of the use standard instruments, supplies and equipment.
- Knowledge of the methods and techniques of bathing, dressing, oral and personal hygiene and positioning of patients.
- Knowledge of medical terminology, abbreviations and symbols.
- Skill in administration of medications.
- Ability to exercise patience and understanding while working with the physically and mentally ill or developmentally disabled.
- Ability to write legibly and to spell correctly.
- Ability to record accurate information on patients' charts.
- Skill in providing practical nursing care.
- Skill in the use of standard instruments, supplies and equipment.
- Ability to prepare complete, accurate reports.
- Ability to direct the work of subordinate staff.

**JOB REQUIREMENTS for Licensed Practical Nurse II**

1. Possession of a Delaware Practical Nursing license or multi-state compact license.
2. At least six months experience as a Practical Nurse.

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**Licensed Practical Nurse III**

**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.

- Administers treatments as directed.
- Takes and records vital signs (temperature, blood pressure, pulse and respiration).
- Pours, administers, charts and records medications.
- Gives prescribed intramuscular and subcutaneous injections and inoculations.
- Observes patient behavior and condition and reports changes to appropriate staff.
- Records information on patients' charts.

**Levels of Work**

- Responsible for the most complex practical nursing assignments.
- Oversees the work of subordinate staff and redistributes the work force to ensure complete coverage and maximum effectiveness and efficiency of patient care activities.
- Regular contacts are with individuals and their families, nursing staff, physicians, dietary, pharmacy and other departments to ensure adequate care is provided to patients.

**Knowledge, Skills and Abilities**

- Knowledge of common physical and mental illnesses and their symptoms.
- Knowledge of principles and practices of practical nursing care.
- Knowledge of the use standard instruments, supplies and equipment.
- Knowledge of the methods and techniques of bathing, dressing, oral and personal hygiene and positioning of patients.
- Knowledge of medical terminology, abbreviations and symbols.
- Skill in administration of medications.
- Ability to exercise patience and understanding while working with the physically and mentally ill or developmentally disabled.
- Ability to write legibly and to spell correctly.
- Ability to record accurate information on patients' charts.
- Skill in providing practical nursing care.
- Skill in the use of standard instruments, supplies and equipment.
- Ability to prepare complete, accurate reports.
- Ability to direct the work of subordinate staff.
- Skill in providing complex practical nursing care.
- Skill in directing the work of subordinate staff.

**JOB REQUIREMENTS for Licensed Practical Nurse III**

1. Possession of a Delaware Practical Nursing license or multi-state compact license.
2. At least eighteen months experience as a Practical Nurse.

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**Certified Nursing Assistant (CNA)**

**Summary Statement**

This is nursing/therapeutic support work implementing treatment plans developed by professional staff. Work typically involves caring for one or more clients/patients/residents experiencing acute or chronic disabilities including one or multiple physical, mental, developmental disorders.

**Nature and Scope**

Positions typically report to a professional superior. Professional staff delegate work and review as needed. Work includes certified nursing/therapeutic care and assisted daily living activities with focus on development/retention/rehabilitation of daily living skills. Significant to this work is the ability to recognize and describe subtle changes in client/patient/resident physical/emotional condition and report/record those changes. Employees assigned to positions requiring certification will attend training to retain Certified Nursing Assistant designation.

**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.

- Provides mentoring/orientation for newly hired/less experienced staff ensuring assignments are completed.
- Leads individual/group therapeutic processes/discussions involving reality orientation, sensory stimulation, range of motion exercise, and application of splints/braces.
- Participates on interdisciplinary care team providing information about the individual's overall physical condition, abilities, and behavioral characteristics.
- Ensures aseptic integrity of feeding, catheter, and respiratory tubes/devices while assisting individual with personal hygiene.
- Monitors/records temperature, pulse, respiration, blood pressure, nutritional intake/output. Alerts professional staff to significant physical/behavioral changes/irregularities.
- Provides oral/written description of individual's physical/behavioral change.
- Observes client/patient/resident activities, recording/reporting unusual/hazardous behavior. Conducts periodic rounds to ensure safety/well-being of clients/patients/residents. Provides written/oral reports to describe unusual incidents.
- Escorts/is responsible for individuals' traveling to social/recreational activities and medical appointments on/off campus.
- Applies appropriate interventions to prevent or de-escalate inappropriate behaviors.

**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 facility standards and procedures for client/patient/resident care.
- Knowledge of facility safety practices and proper equipment use.
- Knowledge of the principles and practices of leadership.
- Knowledge of basic procedures for taking/recording temperatures, blood pressure, pulse, and respiration.
- Knowledge of basic nursing procedures including personal hygiene, skin care, nutritional intake/output
- Knowledge of basic anatomy/physiology involving respiratory, circulatory, digestive, urinary, musculo skeletal, endocrine, nerve, intellectual, sensory, and reproductive systems
- Skill in implementing therapeutic methods/techniques that encourage/support physical mobility/daily living skills.
- Skill in recognizing situations requiring the immediate attention of professional staff.
- Skill in providing technical support/instruction/guidance for less experienced staff.
- Skill in client/patient/resident interaction to deal with complex psychosocial needs.
- Skill in appropriate interventions to prevent/de-escalate inappropriate behaviors.
- Ability to communicate oral/written reports concerning care activities/changing conditions.

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- Ability to follow oral/written instructions concerning care requirements/plan.
- Ability to observe/identify unusual behavior/condition posing a health/safety threat.

**JOB REQUIREMENTS for Certified Nursing Assistant**

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

1. Possession of a Delaware certification as a Nursing Assistant or eligibility for a Delaware certification.

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**Epidemiologist I**

**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 epidemiologic investigations, descriptive studies or analytic studies.
- Identifies public health problems pertinent to the population and determines feasibility and approach for the study.
- Collects, analyzes and interprets data using statistical techniques to identify outbreaks, determine changes in trends and probable causes of epidemiologic problems; uses existing epidemiologic databases to analyze and interpret public health issues.
- Maintains surveillance systems used to monitor disease trends.
- Makes recommendations for continuation or changes to operations, programs, services, policies or procedures based on findings to promote and protect public health.
- May participate on internal and external committees and workgroups related to areas of expertise.

**Levels of Work**

- Works under the supervision of an administrative or technical supervisor.
- Performs routine, standard epidemiologic work assignments; assists in more complex assignments.
- Implements disease control protocols for reported public health diseases or problems. Assists in preparing statistical summaries and detailed scientific reports.
- May assist with writing grants and contracts.
- Contacts include providing scientific and technical assistance to members of local, state and federal agencies, industry, health care providers, communities and others interested or concerned with agency programs and projects.

**Knowledge, Skills and Abilities**

- Knowledge of methods and techniques used in conducting epidemiological investigations and studies.
- Knowledge of epidemiological data collection procedures.
- Knowledge of communicable, chronic, or environmental diseases and their causes.
- Knowledge of the principles, practices, and procedures of grants, contracts or budget management.
- Knowledge of bio-statistics.
- Knowledge of diagnostic and laboratory survey techniques.
- Skill in analyzing, interpreting and evaluating epidemiological and statistical data.
- Skill in identifying disease outbreaks and trends using data collection and existing epidemiologic databases.
- Skill in identifying causes and sources of contagious or environmentally induced diseases.
- Ability to apply methods and procedures used in the control of contagious or environmentally induced diseases.
- Ability to recommend and evaluate effectiveness of disease control measures.
- Ability to establish and maintain effective working relationships with State and federal environmental agencies, community representatives, and the media.
- Ability to communicate effectively.

**JOB REQUIREMENTS for Epidemiologist I**

1. Possession of a Bachelor's degree or higher in Life, Physical, Health Science or related field.
2. Knowledge of using epidemiological methods to identify, study and control the incidence and distribution of communicable, chronic or environmental diseases or other public health problems.

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3. Knowledge of designing, conducting, and analyzing epidemiologic studies such as developing and testing a hypothesis by selecting cases and controls, determining information needed, data sources, sampling and collection methods.
4. Knowledge of designing and using surveillance systems to monitor public health problems.
5. Knowledge of inferential statistics such as correlation, t-tests, f-tests or analysis of variance.
6. Knowledge of preparing statistical summaries and scientific reports.

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**Epidemiologist II**

**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 epidemiologic investigations, descriptive studies or analytic studies.
- Identifies public health problems pertinent to the population and determines feasibility and approach for the study.
- Collects, analyzes and interprets data using statistical techniques to identify outbreaks, determine changes in trends and probable causes of epidemiologic problems; uses existing epidemiologic databases to analyze and interpret public health issues.
- Maintains surveillance systems used to monitor disease trends.
- Makes recommendations for continuation or changes to operations, programs, services, policies or procedures based on findings to promote and protect public health.
- May participate on internal and external committees and workgroups related to areas of expertise.

**Levels of Work**

- Conducts a broad and complex range of investigative, analytical and epidemiologic activities related to the surveillance, detection and prevention of diseases.
- Develops and designs methods of collecting, analyzing and disseminating data.
- Conducts epidemiologic outbreak investigations; performs on-site review of facilities and procedures; interviews patients, healthcare providers and others involved.
- Performs statistical analysis of complex data from a variety of disciplines to draw conclusions and recommend corrective actions.
- Designs and implements surveillance systems used to monitor disease trends.
- Designs and manipulates epidemiologic databases to analyze and interpret health problems.
- Develops disease control protocols for reported public health diseases or problems.
- Prepares, presents and publishes technical reports and findings for a variety of audiences including professionals and the public.
- Seeks outside funding sources and has primary responsibility for developing, monitoring and controlling budgets, grants, or contracts within set policies and procedures.
- May provide technical guidance to lower level staff.
- Contacts include providing expert scientific and technical direction, guidance and assistance to local, state and federal agencies, industry, health care providers, communities and the public.

**Knowledge, Skills and Abilities**

- Knowledge of methods and techniques used in conducting epidemiological investigations and studies.
- Knowledge of epidemiological data collection procedures.
- Knowledge of communicable, chronic, or environmental diseases and their causes.
- Knowledge of the principles, practices, and procedures of grants, contracts or budget management.
- Knowledge of bio-statistics.
- Knowledge of diagnostic and laboratory survey techniques.
- Skill in analyzing, interpreting and evaluating epidemiological and statistical data.
- Skill in identifying disease outbreaks and trends using data collection and existing epidemiologic databases.
- Skill in identifying causes and sources of contagious or environmentally induced diseases.
- Ability to apply methods and procedures used in the control of contagious or environmentally induced diseases.

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- Ability to recommend and evaluate effectiveness of disease control measures.
- Ability to establish and maintain effective working relationships with State and federal environmental agencies, community representatives, and the media.
- Ability to communicate effectively.
- Knowledge of medical jurisprudence including public health laws and regulations involving multiple disciplines and agencies.
- Skill in the methods and techniques of advanced statistical analysis, study and design.
- Skill in interviewing methods and techniques.
- Skill in planning, organizing and conducting complex epidemiological investigations and studies.
- Skill in developing and designing methods of collecting, analyzing and disseminating data.
- Skill in analyzing, interpreting, and evaluating complex scientific information.
- Skill in designing and implementing surveillance systems.
- Skill in designing and manipulating epidemiologic databases to analyze and interpret health problems.
- Skill in the principles, practices, and procedures of grants, contracts or budget management.
- Ability to mediate complex and conflicting priorities to resolve community concerns.
- Ability to communicate complex issues to a variety of audiences.
- Ability to work with scientists and technical staff from a diverse and multidisciplinary background.

**JOB REQUIREMENTS for Epidemiologist II**

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

1. Possession of a Bachelors degree or higher in Life, Physical, Health Science or related field.
2. Six months experience in using epidemiological methods to identify, study and control the incidence and distribution of communicable, chronic or environmental diseases or other public health problems.
3. Six months experience in designing, conducting, and analyzing epidemiologic studies such as developing and testing a hypothesis by selecting cases and controls, determining information needed, data sources, sampling and collection methods.
4. Six months experience in designing and using surveillance systems to monitor public health problems.
5. Six months experience in inferential statistics such as correlation, t-tests, f-tests or analysis of variance.
6. Six months experience in preparing statistical summaries and scientific reports.
7. Six months experience in providing epidemiologic direction, guidance and assistance to state and federal agencies or public and private organizations to control public health problems affecting a population.
8. Six months experience in managing budgets, grants or contracts.

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**Epidemiologist III**

**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 epidemiologic investigations, descriptive studies or analytic studies.
- Identifies public health problems pertinent to the population and determines feasibility and approach for the study.
- Collects, analyzes and interprets data using statistical techniques to identify outbreaks, determine changes in trends and probable causes of epidemiologic problems; uses existing epidemiologic databases to analyze and interpret public health issues.
- Maintains surveillance systems used to monitor disease trends.
- Makes recommendations for continuation or changes to operations, programs, services, policies or procedures based on findings to promote and protect public health.
- May participate on internal and external committees and workgroups related to areas of expertise.

**Levels of Work**

- Reports to an administrative supervisor.
- Supervision is exercised over two or more merit full time Epidemiologist positions per the Merit Rules. The elements of supervision include planning, assigning, reviewing and evaluating performance, training and recommending hire, termination and discipline.
- Provides technical guidance to staff.
- Develops, implements and monitors organizational performance measures to ensure program effectiveness and recommend improvements.
- Oversees the design and development of surveillance systems, data collection methods and instruments; develops methods for descriptive and comprehensive analyses of surveillance data for multiple purposes.
- Reviews and shares epidemiologic database content to develop and maintain partnerships for sharing and the use of data.
- Develops and evaluates methods of training for health care providers and local staff on appropriate methods of controlling diseases.
- Oversees the development, monitoring and control of budgets, grants, and contracts within set policies and procedures.

**Knowledge, Skills and Abilities**

- Knowledge of methods and techniques used in conducting epidemiological investigations and studies.
- Knowledge of epidemiological data collection procedures.
- Knowledge of communicable, chronic, or environmental diseases and their causes.
- Knowledge of the principles, practices, and procedures of grants, contracts or budget management.
- Knowledge of bio-statistics.
- Knowledge of diagnostic and laboratory survey techniques.
- Skill in analyzing, interpreting and evaluating epidemiological and statistical data.
- Skill in identifying disease outbreaks and trends using data collection and existing epidemiologic databases.
- Skill in identifying causes and sources of contagious or environmentally induced diseases.
- Ability to apply methods and procedures used in the control of contagious or environmentally induced diseases.
- Ability to recommend and evaluate effectiveness of disease control measures.

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- Ability to establish and maintain effective working relationships with State and federal environmental agencies, community representatives, and the media.
- Ability to communicate effectively.
- Knowledge of medical jurisprudence including public health laws and regulations involving multiple disciplines and agencies.
- Skill in the methods and techniques of advanced statistical analysis, study and design.
- Skill in interviewing methods and techniques.
- Skill in planning, organizing and conducting complex epidemiological investigations and studies.
- Skill in developing and designing methods of collecting, analyzing and disseminating data.
- Skill in analyzing, interpreting, and evaluating complex scientific information.
- Skill in designing and implementing surveillance systems.
- Skill in designing and manipulating epidemiologic databases to analyze and interpret health problems.
- Skill in the principles, practices, and procedures of grants, contracts or budget management.
- Ability to mediate complex and conflicting priorities to resolve community concerns.
- Ability to communicate complex issues to a variety of audiences.
- Ability to work with scientists and technical staff from a diverse and multidisciplinary background.
- Knowledge of State and regional public health policies, procedures and objectives.
- Skill in supervisory methods and techniques.
- Skill in managing, directing and overseeing a program unit with multiple segments to accomplish division goals and objectives.
- Skill in program development, evaluation, design and monitoring functions.
- Skill in developing long range plans and objectives for epidemiologic program services.
- Skill in developing laboratory processes that will maximize accuracy of results.
- Skill in overseeing the design and development of surveillance systems.
- Skill developing community partnerships to support epidemiologic investigations and studies.
- Skill in ensuring work is in compliance with state and federal laws, rules, regulations, standards, policies and procedures.
- Skill in conducting interviews to collect data for epidemiologic investigations and studies.
- Ability to provide technical advice to program staff, public health staff and the community.
- Ability to establish relationships with groups of special concern such as disadvantaged groups, minorities, or groups subject to health disparities.
- Ability to analyze complex federal reports and determine implications on the State/Department.

**JOB REQUIREMENTS for Epidemiologist III**

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

1. Possession of a Bachelors degree or higher in Life, Physical, or Health Science or related field.
2. Three years experience in using epidemiological methods to identify, study and control the incidence and distribution of communicable, chronic or environmental diseases or other public health problems.
3. Three years experience in designing, conducting, and analyzing epidemiologic studies such as developing and testing a hypothesis by selecting cases and controls, determining information needed, data sources, sampling and collection methods.
4. Three years experience in designing and using surveillance systems to monitor public health problems.
5. Six months experience in inferential statistics such as correlation, t-tests, f-tests or analysis of variance.
6. Six months experience in preparing statistical summaries and scientific reports.
7. Six months experience in providing epidemiologic direction, guidance and assistance to state and federal agencies or public and private organizations to control public health problems affecting a population.
8. Six months experience in managing budgets, grants or contracts.
9. Knowledge of staff supervision acquired through course work, academic training, training provided through an employer, or performing as a lead worker overseeing the work of others; OR supervising staff which may

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include planning, assigning, reviewing, and evaluating the work of others; OR supervising through subordinate supervisors a group of professional, technical, and clerical employees.

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**Epidemiologist IV**

**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 epidemiologic investigations, descriptive studies or analytic studies.
- Identifies public health problems pertinent to the population and determines feasibility and approach for the study.
- Collects, analyzes and interprets data using statistical techniques to identify outbreaks, determine changes in trends and probable causes of epidemiologic problems; uses existing epidemiologic databases to analyze and interpret public health issues.
- Maintains surveillance systems used to monitor disease trends.
- Makes recommendations for continuation or changes to operations, programs, services, policies or procedures based on findings to promote and protect public health.
- May participate on internal and external committees and workgroups related to areas of expertise.

**Levels of Work**

- Reports to a Public Health Administrator II or higher level and performs work with minimal supervision.
- Provides technical guidance and direction for all epidemiologic program areas across the division.
- Performs advanced and specialized epidemiologic work including extensive applied research in a specific field such as chronic disease, infectious disease, maternal and child health, environmental health, injury clusters, trend analysis, or geographic distribution of disease.
- Directs State program planning efforts with respect to surveillance and other epidemiologic data collection and evaluation.
- Serves as a recognized scientific expert on epidemiologic issues.
- Prepares, presents, and publishes technical reports and findings for the public, scientific community, and for legal documentation.
- Develops policies, procedures and plans for epidemiologic programs.

**Knowledge, Skills and Abilities**

- Knowledge of methods and techniques used in conducting epidemiological investigations and studies.
- Knowledge of epidemiological data collection procedures.
- Knowledge of communicable, chronic, or environmental diseases and their causes.
- Knowledge of the principles, practices, and procedures of grants, contracts or budget management.
- Knowledge of bio-statistics.
- Knowledge of diagnostic and laboratory survey techniques.
- Skill in analyzing, interpreting and evaluating epidemiological and statistical data.
- Skill in identifying disease outbreaks and trends using data collection and existing epidemiologic databases.
- Skill in identifying causes and sources of contagious or environmentally induced diseases.
- Ability to apply methods and procedures used in the control of contagious or environmentally induced diseases.
- Ability to recommend and evaluate effectiveness of disease control measures.
- Ability to establish and maintain effective working relationships with State and federal environmental agencies, community representatives, and the media.
- Ability to communicate effectively.
- Knowledge of medical jurisprudence including public health laws and regulations involving multiple disciplines and agencies.

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- Skill in the methods and techniques of advanced statistical analysis, study and design.
- Skill in interviewing methods and techniques.
- Skill in planning, organizing and conducting complex epidemiological investigations and studies.
- Skill in developing and designing methods of collecting, analyzing and disseminating data.
- Skill in analyzing, interpreting, and evaluating complex scientific information.
- Skill in designing and implementing surveillance systems.
- Skill in designing and manipulating epidemiologic databases to analyze and interpret health problems.
- Skill in the principles, practices, and procedures of grants, contracts or budget management.
- Ability to mediate complex and conflicting priorities to resolve community concerns.
- Ability to communicate complex issues to a variety of audiences.
- Ability to work with scientists and technical staff from a diverse and multidisciplinary background.
- Knowledge of State and regional public health policies, procedures and objectives.
- Skill in supervisory methods and techniques.
- Skill in managing, directing and overseeing a program unit with multiple segments to accomplish division goals and objectives.
- Skill in program development, evaluation, design and monitoring functions.
- Skill in developing long range plans and objectives for epidemiologic program services.
- Skill in developing laboratory processes that will maximize accuracy of results.
- Skill in overseeing the design and development of surveillance systems.
- Skill developing community partnerships to support epidemiologic investigations and studies.
- Skill in ensuring work is in compliance with state and federal laws, rules, regulations, standards, policies and procedures.
- Skill in conducting interviews to collect data for epidemiologic investigations and studies.
- Ability to provide technical advice to program staff, public health staff and the community.
- Ability to establish relationships with groups of special concern such as disadvantaged groups, minorities, or groups subject to health disparities.
- Ability to analyze complex federal reports and determine implications on the State/Department.
- Knowledge of international laws, rules and regulations applicable to public health programs.
- Knowledge of national socio-economic factors impacting public health issues.
- Skill in applying and integrating advanced epidemiologic theories, concepts, principles, and processes for assignments of a diverse and complex nature.
- Skill in performing and developing innovative and sophisticated methods, techniques, and procedures of research and analysis.
- Skill in analyzing and evaluating complex public health problems, trends and concerns to determine and implement course of action.
- Skill in presenting epidemiologic findings to both the scientific community and the public; translating findings into scientific publications.
- Skill in providing expert guidance to staff, Division Directors and other administrative management on epidemiologic investigations and studies.
- Skill in creating and implementing new interventions and control measures in response to epidemiologic findings.
- Skill in developing policies and procedures.
- Ability to assess the impact of public health issues on epidemiologic programs.
- Ability to design and implement previously untried programs and methods.

**JOB REQUIREMENTS for Epidemiologist IV**

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

1. Possession of a Masters degree or higher in Life, Physical, Health Science or related field.

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2. Possession of scientific prominence or recognition with publication in a scientific or trade journal.
3. Three years experience in designing and implementing epidemiologic research methods for communicable, chronic or environmental diseases or other public health problems.
4. Three years experience in designing, conducting, and analyzing epidemiologic studies such as developing and testing a hypothesis by selecting cases and controls, determining information needed, data sources, sampling and collection methods.
5. Three years experience in designing and using surveillance systems to monitor public health problems.
6. Six months experience in inferential statistics such as correlation, t-tests, f-tests or analysis of variance.
7. Three years experience in providing epidemiologic direction, guidance and assistance to state and federal agencies or public and private organizations to control public health problems affecting a population.
8. Six months experience in managing budgets, grants or contracts.

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**Nutritionist I**

**Description of Occupational Work**

Work involves nutritional and/or dietary evaluation and consultation pertaining to nutritional issues, problems affecting an individual's food habits, prescribed diets, and food service and preparation.

**Essential Functions**

- Consults with physicians and health care personnel to assess and determine nutritional needs, menus and diet restrictions of individuals.
- Develops, implements and evaluates nutritional care plans for regular and modified diets based on assessments of nutritional needs, diet restrictions, and other current health plans.
- Provides nutritional and/or dietary assessment to educate individuals and their care providers.
- Oversees the quality and quantity of food served to ensure that meals conform to prescribed diets and meet established requirements for nutrient content.
- Provides technical assistance, guidance and direction to food service personnel, health care professionals, agencies, community organizations and the public regarding current nutritional issues, problems affecting an individual's food habits, prescribed diets, and/or food service, presentation and preparation.
- Coordinates nutritional services with other health programs.
- Plans, organizes and conducts training for food service personnel and health care professionals.
- Prepares and maintains accurate records and reports.
- May oversee the work of support staff.

**Levels of Work**

- Performs full range of nutritionist activities as described in the Essential Functions.
- Receives general supervision. Supervisor does periodic review for progress.
- Regular contacts are typically with individuals receiving services, care providers, internal agency staff and others outside the agency for the purpose of gathering, evaluating and providing information, influencing and motivating individuals, providing technical assistance, guidance and direction, and providing training.

**Knowledge, Skills and Abilities**

- Knowledge of the principles and practices of nutrition and dietetics and their relationship to health and disease.
- Knowledge of social, cultural and economic factors as it relates to health nutrition.
- Knowledge of menu planning, recipe development, diet evaluation and food processing equipment.
- Knowledge of food sanitation practices.
- Knowledge of state and federal regulations relating to nutrition programs.
- Knowledge of data collection and analysis techniques.
- Ability to communicate nutritional concepts and standards to all levels of understanding.
- Ability to maintain accurate records and prepare reports.
- Ability to establish and maintain effective working relationships.

**JOB REQUIREMENTS for Nutritionist I**

1. Possession of a Bachelors degree or higher in Food and Nutrition from a US regionally accredited college or university and coursework approved by the Commission on Accreditation for Dietetics Education (CADE) of the American Dietetic Association (ADA).

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**Nutritionist II**

**Description of Occupational Work**

Work involves nutritional and/or dietary evaluation and consultation pertaining to nutritional issues, problems affecting an individual's food habits, prescribed diets, and food service and preparation.

**Essential Functions**

- Consults with physicians and health care personnel to assess and determine nutritional needs, menus and diet restrictions of individuals.
- Develops, implements and evaluates nutritional care plans for regular and modified diets based on assessments of nutritional needs, diet restrictions, and other current health plans.
- Provides nutritional and/or dietary assessment to educate individuals and their care providers.
- Oversees the quality and quantity of food served to ensure that meals conform to prescribed diets and meet established requirements for nutrient content.
- Provides technical assistance, guidance and direction to food service personnel, health care professionals, agencies, community organizations and the public regarding current nutritional issues, problems affecting an individual's food habits, prescribed diets, and/or food service, presentation and preparation.
- Coordinates nutritional services with other health programs.
- Plans, organizes and conducts training for food service personnel and health care professionals.
- Prepares and maintains accurate records and reports.
- May oversee the work of support staff.

**Levels of Work**

- Monitors and evaluates nutrition programs in public and private health care and day care facilities to meet quality assurance and ensure compliance with state, federal, and local regulations.
- Develops, implements and evaluates nutritional care plans for individuals with complex and multiple needs/problems (high risk, life threatening).
- Represents agency at professional and community meetings and conferences.
- Assists in planning and evaluating program activities, goals and objectives, and budget requirements.
- Regular contacts are typically with individuals, care providers, internal agency staff and others outside the agency, regardless of the method of communication, for the purpose of gathering, evaluating and providing information, influencing and motivating individuals, providing technical assistance, guidance and direction, providing training, and identifying problems/programs efficiency.

**Knowledge, Skills and Abilities**

- Knowledge of the principles and practices of nutrition and dietetics and their relationship to health and disease.
- Knowledge of social, cultural and economic factors as it relates to health nutrition.
- Knowledge of menu planning, recipe development, diet evaluation and food processing equipment.
- Knowledge of food sanitation practices.
- Knowledge of state and federal regulations relating to nutrition programs.
- Knowledge of data collection and analysis techniques.
- Ability to communicate nutritional concepts and standards to all levels of understanding.
- Ability to maintain accurate records and prepare reports.
- Ability to establish and maintain effective working relationships.
- Skill in providing nutritional evaluation and consultation regarding complex problems.
- Skill in analyzing and evaluating nutrition data.
- Skill in communicating nutritional concepts and standards to all levels of understanding.

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**JOB REQUIREMENTS for Nutritionist II**

1. Registered as a Dietitian/Nutritionist from the American Dietetic Association.

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**Dental Assistant**

**Nature and Scope**

Work includes preparing clients for treatment, chairside assisting, taking and developing dental radiographs, and providing post-care instruction. Incumbents are responsible for sterilizing and maintaining instruments and equipment. In addition, the incumbent performs administrative duties in support of patient management for a dental clinic.

**Essential Functions**

- Assists dentist and/or dental hygienist during chairside procedures such as operative, preventive, periodontal, endodontic, prosthetic, limited orthodontics, and oral surgery.
- Keeps oral areas clean during dental procedures by using retraction, suction, and irrigation.
- Prepares and assists with placement of dental materials.
- Takes and develops radiographs.
- Disinfects environmental surfaces of the operatory which includes sterilization of instruments and equipment in accordance with federal, state, and institutional standards for infection control and safety.
- Organizes, maintains and sets-up dental instruments and equipment.
- Provides patient or parent education and oral hygiene instructions such as tooth brushing and flossing under direction of dentist and/or dental hygienist.
- Greets patients and answers telephones. Coordinates scheduling for patient's appointments, ensuring a full schedule of patients and reducing missed appointments.
- Maintains patient records by entering, updating, modifying and retrieving client information into an established information system. Confirms Medicaid eligibility.
- Maintains inventory and orders supplies for the clinic's operation.
- May assist in training dental assistant trainees and volunteers.

**Knowledge, Skills and Abilities**

- Knowledge of the methods and techniques of four-handed dentistry.
- Knowledge of applicable federal or state standards, regulations, policies and procedures for client care.
- Knowledge of dental instrument and equipment maintenance.
- Knowledge of the methods and techniques of dental radiology and safety procedures and protocols.
- Knowledge of assisting the dentist in medical and dental emergencies.
- Knowledge of office practices and procedures.
- Skill in chairside dentistry.
- Skill in preparation of dental materials.
- Skill in infection control procedures and techniques in accordance with federal or state laws, rules, and regulations.
- Skill in filing and searching files or records for information.
- Skill in verifying, recording, processing and compiling data accurately and resolving discrepancies in records.
- Ability to follow oral and written directions.
- Ability to work with physically and mentally handicapped clients.
- Ability to help clients feel comfortable before, during and after dental treatment.
- Ability to recognize basic dental emergencies for scheduling purposes.
- Ability to train others to use proper methods and procedures.

**JOB REQUIREMENTS for Dental Assistant**

1. Possession of a Delaware Dental Radiation Technician Certification or a Dental Radiation Technologist Certification from the Dental Assisting National Board (DANB).

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**Compliance Nurse**

**Summary Statement**

A class incumbent is responsible for surveying health care agencies and facilities to ensure that all regulatory requirements are met for certification and/or licensure.

**Nature and Scope**

Incumbents determine appropriate levels of care for Medicaid eligible clients in a health care facility including confirmation of present level of care and/or adverse changes in the level care. Work includes the complete medical review of patients, patients records and the health care facility. A significant aspect of the work involves investigation of complaints against facilities or allegations of specific violations of state/federal health care regulations.

**Essential Functions**

- Conducts survey of facilities and agencies for certification and/or licensure by the State and Medicare/Medicaid.
- Consults with agencies and facilities to assist them in meeting requirements and improving overall health care delivery.
- Conduct investigations of complaints against agencies/facilities to include allegations of violations against health care regulations and patient care.
- Conducts in-service training programs at health care facilities or in the community in order to educate providers and other interested groups in state-of-the-art health care.
- Prepares and maintains a variety of records, reports, and summaries and may be required to appear in courts of law or before boards and commissions.

**Knowledge, Skills and Abilities**

- Knowledge of survey and compliance evaluation techniques to include both federal and state regulatory requirements.
- Knowledge of a variety of resources available to health care facilities and providers to ensure that they meet established guidelines for licensure and/or certification.
- Skill in writing clear, complete, and concise reports, records, and summaries.
- Skill in communicating effectively with a variety of personnel from private and public sector health care facilities.
- Ability to analyze problem areas, select appropriate corrective courses of action, and recommend same to ensure regulatory compliance.
- Ability to interpret a variety of regulations, synthesize the same, and ensure that requirements are followed by all health care providers.

**JOB REQUIREMENTS for Compliance Nurse**

1. Possession of a Bachelors degree or higher in Nursing and at least two years experience as a Registered Nurse OR a Masters degree or higher in Nursing and at least one year experience as a Registered Nurse.
2. Possession of a Delaware Registered Nurse license OR multi-state compact license.

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**Pharmacist Administrator**

**Summary Statement**

This class provides administrative level pharmacy services and is responsible for overseeing pharmacy and drug inspections which require the skills and knowledge of a pharmacist. The incumbent is also responsible for determining compliance with the Department of Health and Social Services pharmacy services contract.

**Nature and Scope**

The class incumbent reports to the Pharmaceutical Control Officer and is responsible for statewide pharmacy services inspections and inspections of registered researchers under the State Controlled Substance Act. In addition, the incumbent is responsible for the administration and control of the contract for provision of pharmacy services to Long Term Care Facilities.

**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 pharmacy services inspections in hospitals, nursing homes, public health and mental health clinics, industrial clinics, group homes and residential treatment centers to ensure compliance with laws, rules and regulations pertaining to pharmacists, pharmacies, practitioners and other health professionals. Directs follow-up to ensure appropriate corrective measures have been taken.
- Conducts inspections of researchers registered under the State Controlled Substance Act to ensure compliance.
- Directs follow-up to ensure appropriate corrective measures have been taken.
- Plans, assigns reviews and evaluates the work of subordinate staff conducting the daily and on-going work of the unit.
- Administers, directs and controls the contract for provision of pharmacy services to Pharmacy Services, Division of Public Health Long Term Care Facilities. Consults with hospital directors, medical directors, nursing directors, and other state officials to ensure compliance to contract standards and state and federal laws.
- Designs and monitors a Quality Assurance Program for the departments pharmacy programs.
- Assists in the development of the drug bidding standards, assuring quality control and cost containment. Reviews drug bids with Pharmaceutical Control Officer to determine if the products meet standards established by the Department and the Food and Drug Administration. Reviews complaints about drugs received by State institutions and coordinates corrective action with DBAG's procurement.
- Prepares and presents lectures and seminars on topics related to pharmacy inspections, laws, pharmacology, etc.
- Is a member of the Department of Health and Social Services Pharmacy and Therapeutic Committee and is responsible for updating the Departments formulary when that committee votes additions or deletions.
- Represents the Pharmaceutical Control Officer at various meetings and programs when he is not available.
- Assists drug agents with investigations and inspections that require the knowledge of a pharmacist.

**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 federal, state pharmacy laws and regulations and other drug laws and regulations.
- Knowledge of dispensing procedures and all drug distribution systems.
- Knowledge of the standard of practice for institutional pharmacies.
- Knowledge of pharmacy standards of practice for various types of institutions.
- Knowledge of contract requirements pertaining to pharmaceutical services.

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- Knowledge of the principles and practices of personnel supervision.
- Skill in oral and written communication.
- Skill in the application of State/Federal laws as they apply to the pharmaceutical industry.
- Skill in the investigation, evaluation, and presentation of data related to pharmacy inspections.
- Ability to assign, review and evaluate the work of subordinates.
- Ability to comprehend and interpret statutory requirements.
- Ability to analyze, evaluate and interpret drug data and related financial data.
- Ability to communicate effectively both orally and in writing and give oral presentations before various groups.
- Ability to review and interpret medical records including nursing notes, drug administration and lab documents and records of researchers and practitioners (dentists; doctors, etc.)

**JOB REQUIREMENTS for Pharmacist Administrator**

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

1. Possession of a Delaware Pharmacist license or eligibility for a Delaware license.
2. Three years experience in practicing as a pharmacist.
3. Three years experience in dispensing procedures, drug distribution systems and contract requirements pertaining to pharmaceutical services.
4. Three years experience in determining compliance with controlled substance laws, rules, regulations, standards, policies and procedures.
5. Knowledge of Pharmacy dispensing computer systems.
6. Knowledge of staff supervision acquired through course work, academic training, training provided through an employer, or performing as a lead worker overseeing the work of others; OR supervising staff which may include planning, assigning, reviewing, and evaluating the work of others; OR supervising through subordinate supervisors a group of professional, technical, and clerical employees.
7. Possession of a valid Driver's License (not suspended, revoked or cancelled, or disqualified from driving).