



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

June 29, 2022

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

FROM: Luci Karnai
State Contract Procurement Officer II
302-857-4537

SUBJECT: **AWARD NOTICE – Addendum #1 (Effective July 1, 2023)**
CONTRACT NO. GSS22113-TEMPMED
Temporary Medical Staffing

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KEY CONTRACT INFORMATION

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD

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Each contractor’s contract shall be valid for a one (1) year period from July 1, 2022 through June 30, 2023. Each contract may be renewed for four (4) one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

Addendum #1 extends the contract for a one-year (1) period, effective July 1, 2023 with an expiration of June 30, 2024, under the same terms and conditions. Refer to the most current Pricing Spreadsheet – Addendum #3 for pricing updates, effective July 1, 2023.

3. VENDORS

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Refer to Pricing Spreadsheet for contact names, phone numbers, email addresses, and pricing information.	
GSS22113-TEMPMEDV01 22ND Century Technologies, Inc. GSS22113-TEMPMEDV01 8251 Greensboro Drive, Suite 900 McLean, VA 22102	GSS22113-TEMPMEDV02 Abacus Corporation GSS22113-TEMPMEDV02 HQ – 610 Gusryan Street Baltimore, MD 21224
GSS22113-TEMPMEDV03 Absolute Staffers LLC GSS22113-TEMPMEDV03 4953 Valley View Overlook Ellicott City, MD 21042	GSS22113-TEMPMEDV04 Aura Staffing Partners Chicago LLC GSS22113-TEMPMEDV04 564 W. Randolph Street, Suite 200 Chicago, IL 60661
GSS22113-TEMPMEDV05 Cell Staff, LLC GSS22113-TEMPMEDV05 1715 N. Westshore Blvd., suite 525 Tampa, FL 33556	GSS22113-TEMPMEDV06 Cogent Infotech Corporation GSS22113-TEMPMEDV06 1035 Boyce Road, Suite 108 Pittsburg, PA 15241
GSS22113-TEMPMEDV07 Compunnel Software Group, Inc. Db a Compunnel, Inc. GSS22113-TEMPMEDV07 103 Morgan Lane, Suite 102 Plainsboro, NJ 08536	GSS22113-TEMPMEDV08 D.H. Porter Enterprises LLC Db a Staffing Etc. GSS22113-TEMPMEDV08 9410 Annapolis Rd, Suite 200 Lanham, MD 20706 Contract Expires: July 1, 2023

<p>GSS22113-TEMPMEDV09 Delta-T Group, Inc. GSS22113-TEMPMEDV09 950 Haverford Road, Suite 200 Bryn Mawr, PA 19010</p>	<p>GSS22113-TEMPMEDV10 Favorite Healthcare Staffing, LLC GSS22113-TEMPMEDV10 7255 W. 98TH Terrace Building 5, Suite 150 Overland Park, KS 66212</p>
<p>GSS22113-TEMPMEDV11 Aegis Defense Services, LLC Db a GardaWorld Federal Services GSS22113-TEMPMEDV11 1760 Old Meadow Road, Suite 400 McLean, VA 22102</p>	<p>GSS22113-TEMPMEDV12 Home Care Advantage Db a HCA Solutions GSS22113-TEMPMEDV12 1179 S. 6th Street Indiana, PA 15701</p>
<p>GSS22113-TEMPMEDV13 Infojini, Inc. GSS22113-TEMPMEDV13 10015 Old Columbia Road, Suite B215 Columbia, MD 21046</p>	<p>GSS22113-TEMPMEDV14 InGenesis, Inc. GSS22113-TEMPMEDV14 18756 Stone Oak Parkway, Suite 200 San Antonio, TX 78258</p>
<p>GSS22113-TEMPMEDV15 Innoza Tech LLC GSS22113-TEMPMEDV15 310 Larson Road North Brunswick, NJ 08902</p>	<p>GSS22113-TEMPMEDV16 Maxim Healthcare Staffing Services, Inc. GSS22113-TEMPMEDV16 1 Righter Parkway, Suite 200 Wilmington, DE 19803</p>
<p>GSS22113-TEMPMEDV17 Premier Staffing Source, Inc. GSS22113-TEMPMEDV17 4640 Forbes Boulevard, Suite 200A Lanham, MD 20744</p>	<p>GSS22113-TEMPMEDV18 Proxy Personnel LLC GSS22113-TEMPMEDV18 1050 Connecticut Avenue NW, Suite 500 Washington, DC 20036</p>
<p>GSS22113-TEMPMEDV19 SHC Services, Inc. Db a Supplemental Health Care GSS22113-TEMPMEDV19 6955 Union Park Center Drive, Suite 400 Cottonwood Heights, UT 84047</p>	<p>GSS22113-TEMPMEDV20 Shore Staffing, Inc. GSS22113-TEMPMEDV20 3109 Fair Island Lane Marion, MD 21838</p>
<p>GSS22113-TEMPMEDV21 vTech Solution GSS22113-TEMPMEDV21 1100 H Street, NW, Suite 750 Washington, DC 20005</p>	<p>GSS22113-TEMPMEDV22 Worldwide Travel Staffing, Limited GSS22113-TEMPMEDV22 2829 Sheridan Drive Tonawanda, NY 14150</p>

4. COVERED POSITIONS

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Below are the job titles currently covered under this contract. Full descriptions are found in Appendix B of the original solicitation. Additional job titles and descriptions may be added throughout the contract period to accommodate State Agency needs. Requests from agencies for temporary medial 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 no on the contract.

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

- a) Registered Nurse 1, 2, & 3
- b) Advanced Practice Registered Nurse
- c) Licensed Practical Nurse 1, 2, & 3
- d) Certified Nursing Assistant
- e) Compliance Nurse
- f) Nursing Supervisor

5. TRANSITION PERIOD

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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 Stat and noncompete agreements of any vendor(s) shall no prevent the opportunity of any current temporary placement to transition to a newly awarded vendor under successor contract.

ADDITIONAL TERMS AND CONDITIONS

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6. BILLING

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

7. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

8. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

9. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

10. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **GSS22113-TEMPMED** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

11. REQUIREMENTS

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

12. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

15. AGENCY'S RESPONSIBILITIES

The Agency shall:

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

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- b) Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c) When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d) The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e) If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.