



Government Support Services – Contracting  
100 Enterprise Place  
Suite # 4  
Dover, DE 19904-8202

## **State of Delaware**

### **SECURITY OFFICER SERVICES - UNARMED**

**Request for Proposal**  
**Contract No. GSS10208-SECURITY\_OFF**

*August 27, 2010*

**- Deadline to Respond -**  
**Tuesday, September 28, 2010**  
**1:00P.M., EST**

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

Date: August 5, 2010

**CONTRACT NO. GSS10208-SECURITY\_OFF**

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for **SECURITY OFFICER SERVICES - UNARMED**. The proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO. GSS10208-SECURITY\_OFF

- I. Introduction
- II. Scope of Work
- III. Format For Proposal
- IV. Proposal Evaluation Procedures
- V. Definitions and General Provisions
- VI. Proposal Reply Section
  - a. No Proposal Reply Form
  - b. Non-Collusion Statement
  - c. Attachment 1 – Exceptions
  - d. Attachment 2 – Company Profile and Capabilities
  - e. Attachment 3 – Confidentiality and Proprietary Information
  - f. Attachment 4 – Business References

Appendix A – Pricing Form Tabs 1 and 2

Appendix B – Office of Minority and Women Business Enterprise Certification Application

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 by 1:00P.M., EST, Tuesday, September 28, 2010 to be considered.

**Proposals must be mailed to:**

**State of Delaware  
Government Support Services  
Contracting Section  
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. Should you need additional information, please call Courtney McCarty at 302-857-4557 or email [courtney.mccarty@state.de.us](mailto:courtney.mccarty@state.de.us).

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Office of Management and Budget  
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**I. INTRODUCTION:**

**A. PURPOSE:**

The purpose of this Request for Proposal is to obtain sealed proposals for Unarmed Security Services for the State of Delaware.

It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract to implement Unarmed Security Services for the State of Delaware. Said contract will also be accessible by any Agency, School District, Political Subdivision, or Volunteer Fire Company as needed.

**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 offerors concerning technical and price aspects of their proposals; or
- Afford offerors 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 Unarmed Security Officer requirements for the New Castle County Courthouse, Kent County Courthouse, Sussex County Courthouse, Kent County Family Court, Sussex County Family Court, Division of Child Support Enforcement, Smyrna Rest Area, Division of State Service Centers, Division of Corporations-Townsend Bldg., DNREC – Richardson and Robbins Bldg., Absalom Jones Community Center, Carvel Bldg, Old Courthouse (900 King Street), and the Brandywine Zoo and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

**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.

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**4. MULTIPLE SOURCE AWARD:**

The Agency reserves the right to award this contract to more than one vendor pursuant to 29 Del.C. §6926.

**5. CONTRACT PERIOD:**

Each Vendor's contract shall be valid for a two (2) year period from February 1, 2011 through January 31, 2013. Each contract may be renewed for three (3) one (1) year periods through negotiation between the Vendor and the Office of Management and Budget, Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

**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	Monday, September 6, 2010
Written Questions Due	No later than: Wednesday, September 15, 2010, 4:30P.M., EST
Written Answers Due/Posted to Website	No later than: Wednesday, September 22, 2010
Proposals Due	No later than: Tuesday, September 28, 2010, 1:00P.M., EST
Public Proposal Opening	Tuesday, September 28, 2010
Proposal Evaluation/Presentations, as required	Thursday, October 28, 2010
Vendor Best & Final Discussions, as required	Monday, November 29, 2010
Vendor Selection	Tuesday, December 28, 2010

**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 4:30P.M., EST on Wednesday, September 15, 2010. All questions will be answered in writing by Wednesday, September 22, 2010 and posted on [www.bids.delaware.gov](http://www.bids.delaware.gov) and [www.gss.omb.delaware.gov](http://www.gss.omb.delaware.gov). 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.

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**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 SECURITY OFFICER SERVICES - UNARMED 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 Contractor shall furnish all labor, personnel, equipment and supplies necessary to perform unarmed security officer services for the various locations in strict conformity with the methods and conditions specified herein. Vendors must provide pricing for the items listed in the Excel Spreadsheet, Appendix A.

**C. DEFINITIONS:**

1. "Agent" – The designated representative of the State of Delaware who has the responsibility for overseeing Contractor performance within a specific agency.
2. "Security Company" – A licensed and bonded detective agency under the laws of the State of Delaware and the regulation of the Board of Examiners of the Delaware State Police and Private Detectives.
3. "Proposal" – An offeror's response to the Request for Proposal (RFP) including information, rates and fees and detailing the information required by the RFP.
4. "Employee" – A licensed security officer employed by the Security Company. The Contractor shall obtain a security clearance and a security officer license for any current, new, or other employees working under this contract from:

Division of State Police  
Bureau of Identification  
Detective Licensing  
655 Bay Road  
Dover, DE 19901  
Phone: (302) 739-5871

\* The building is located in the Blue Hen Mall and Corporate Center; Suite 1B.

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**D. STANDARDS AND QUALIFICATIONS OF SECURITY OFFICERS:**

In order to be considered, the bidder shall be experienced in the provision of office and commercial security unarmed services.

The bidder shall demonstrate sufficient staff availability and organizational abilities to provide consistent and continuous services as required in the specifications.

Each security officer shall meet the following general requirements:

1. Shall be at least twenty-one (21) years of age.
2. Shall be a high school graduate or equivalent, with at least two years experience in security enforcement work.
3. Shall have the ability to meet and deal positively and courteously with the general public.
4. Shall speak; read and write English fluently, comprehend general orders and policy statements and possess the ability to communicate effectively both orally and in writing.
5. Shall be able read, understand and apply printed rules and directions.
6. Shall maintain poise and self-control.
7. Shall be able to stand and/or walk for an entire shift.
8. Shall be capable of self-defense, to ward off a potential attacker or to protect a citizen from attack.
9. Shall be able to climb stairs, run and lift objects weighing up to 50 pounds.
10. Shall be certified in CPR by the American Red Cross for the specified locations identified in the specifications.
11. Shall be well proportioned in height and weight, and in good general health without physical defects or abnormalities which may interfere with the performance of duties.
12. Shall be free of any communicable disease.
13. Shall possess binocular vision, correctable to 20/20.
14. Shall be capable of hearing ordinary conversation at 20 feet and whispered conversation at 10 feet without the benefit of artificial hearing devices.
15. Shall be certified in AED by the American Red Cross for the specified locations identified in the specification.

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**E. TRAINING:**

1. Adequate training of the security officers must be assured.

Upon award of the contract, one instruction period (the length of which shall be determined by the appropriate Agent) will be provided by the Agent for all employees under this contract. Thereafter, a like instruction period shall be provided by the Security Company for new employees prior to assignment to a position or facility. The Security Company shall send a qualified representative to the initial agency instruction period that shall be responsible for the training of the new employees during the term of the contract. The Agent and the Security Company shall mutually agree on the person who shall be trained to instruct new security officers during the term of this contract. All cost for training new security officers shall be borne by the Security Company.

2. The Agent shall provide an initial orientation to the facility.

The orientation will include but is not limited to:

- a. Tour of the facilities
- b. Fire and safety equipment
- c. Maintenance equipment
- d. Fire Alarm system
- e. Security system
- f. Emergency procedures
- g. Use of incident report
- h. Organization and mission of the Agency
- i. Post assignments
- j. Response procedures to emergencies, fire alarms, injured or sick persons, bomb threats, police assistance, or other disasters.
- k. Orientation to Agency programs
- l. Sign-in and out procedures

**F. SECURITY OFFICER EQUIPMENT:**

The Security Company shall issue each security officer such protective devices or communications equipment as specified by the contract.

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**G. SECURITY OFFICER UNIFORM AND APPEARANCE:**

A standardized dress code for security officers is defined below. The uniform shall be provided by the Contractor and shall include:

1. Identification Badge – shall be worn on the outer garment, easily visible
2. Dress shirt, slacks, tie – shall be clean and pressed
3. Shoes – in good repair and polished
4. The uniform shall **NOT** be similar in design, color or appearance to that of the Capitol Police, the City of Wilmington Police Department, the New Castle County Police, the Delaware State Police or any other recognized police agency or department within the State of Delaware. The Office of Management and Budget, Government Support Services shall be the sole authority with regard to acceptable uniform design. A color photograph of the uniform(s) shall be furnished with the bid showing front, side and back views for summer and winter uniforms. All costs for uniforms shall be borne by the Security Company.

**H. ASSIGNMENT OF SECURITY OFFICERS:**

1. Prior to the placement of any security officer in State Facilities, he/she shall be required to complete a Contract Security Personnel Form (enclosed), which will be reviewed by Capital Police.
2. The Security Company shall not reassign an employee without the approval of the appropriate Agency.
3. At any given location, the average monthly security officer turnover rate shall **NOT** exceed 20%. If the average rate exceeds 20%, the vendor may be judged as not in compliance with the terms and conditions of the contract and shall be subject to the remedies herein.
4. The Security Company shall upon notice by the Agent replace any security officer(s) within twenty-four (24) hours with or without cause shown. Failure to replace the security officer within the twenty-four (24) hours may be grounds for denying payment for the period in question.
5. The Agent has the authority to set and/or change shift assignments of the Security Company at any time such change is deemed necessary.
6. The Contractor is encouraged to assign the same employees to the same shift on the same days of the week. This is to ensure these employees become totally familiar with all phases of the assigned responsibility, and that the agency staff becomes familiar with them.
7. Replacement security officers shall have prior clearance and be trained in all aspects of the required duties to the satisfaction of the Agent.

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**H. ASSIGNMENT OF SECURITY OFFICERS (continued):**

8. Security Officers will be expected to work a post until a replacement officer can report. Security Officers shall not leave their post until properly relieved of their duties.
9. The Contractor shall at no time furnish security officers who have not met, or will not meet within thirty (30) days the minimum qualifications and training as required by the contract, including those who have been interviewed and cleared through the Agent.
10. All security officers shall be punctual and have a good attendance record. Officers who have a record of unauthorized absences will not be allowed to continue to work under this contract.
11. Security Officers shall make no arrest or detention without express written instructions or consent of the Director of the Agency. Officers shall not sign a complaint on behalf of any State Agency or Agency employee, request towing of any vehicle without the consent of the Agent.
12. Prior to start of any work, The Security Company shall furnish to the appropriate agent, the age and qualifications of the security officers assigned under this contract. The Security Company shall also furnish each officer's rank, tenure, and a detailed listing of company training programs received including course description, subject matter, and the instructor's qualifications.
13. Within five (5) days after the award of this contract, the contractor shall submit (in writing) to the appropriate Agent, the names, social security numbers and birth dates of all employees who will be working under this agreement. All prospective employees must clear a security check and submit a Delaware SPI background check and Criminal History Record to the agency before they are permitted to work. The same information for new employees shall be submitted ten (10) working days prior to their scheduled starting date.

**I. SECURITY OFFICER LOGS:**

Security Officer Logs are to be provided and maintained for each facility in accordance with the specifications.

1. The Contractor shall provide a log book in the form of a ledger for daily shift entries of all activities and special notices. The logbook format must meet the approval of the Agency. This log book is to be reviewed weekly by the Agent or his/her representative, and the security services' supervisor, and signed or initialed by both. Any unusual entries must be brought to the attention of the Agent or his/her representative. In addition, the representative of the Security Company shall advise the Agent of any position vacancies prior to their occurrence. This shall include absenteeism, vacations, holidays, etc.
2. A regular weekly review meeting will be scheduled between the Agent or his/her representative, and the designated representative of the Security Company as appropriate, at an agreed upon day of the week and time.

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**I. SECURITY OFFICER LOGS (continued):**

3. All security officers shall sign in and out in the log book. At the beginning of each shift, all security officers shall prepare the officer's log by assigning that day's date in the upper right hand corner of the page. The officer on duty on that shift will then print his/her name followed by his/her signature in the appropriate space.
4. All incidents must be reported in this log, which shall be available for inspections.
5. At the conclusion of each shift, officers will leave the log for review by their supervisor, who will then bring all logs and reports to meetings scheduled with the Agent or his/her representative. The supervisor shall provide the Agent or his/her representative with a copy of the log prior to scheduled meetings.
6. All entries in the security officer's log shall be printed and readable. Any falsification of information written or printed in the log is grounds for denying payment to said Contractor for all shifts containing false entries.

**J. SECURITY COMPANY:**

1. The Security Company shall furnish detailed information of life insurance, health and retirement programs sponsored for its employees.
2. The Security Company shall provide Branch Level Supervisory site checks at each location as determined by the appropriate Agent, but no less than once weekly.

**K. TERMINATION OF CONTRACT:**

The Agency may terminate the contract at the time it sells or gives up control of the facility/property.

**L. HOURLY BILLING RATES:**

The hourly rate submitted as the base price to the Bid shall be for non-overtime work regardless of the day of the week, or hour of the day the work is to be performed. This same rate shall be used when required by the State to work special hours providing additional security services under the contract. The State shall not be responsible to pay overtime rates made necessary due to the contractor's failure to provide security officers at non-overtime rates. Overtime, which is the responsibility of the State, must be approved by the Agent in advance. The hourly billing rates will be used in computing additions to, or deductions from the monthly payment to the contractor for changes to the specified duties and services, for extra work required by the State or for penalties imposed on the Contractor as indicated elsewhere in the Specifications. Each hourly rate shall include direct wages, all indirect expenses, material and supplies normally used, use of any equipment and the contractor's overhead and profit.

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**M. INVOICES:**

**1. Payment of Invoices:**

- a. At the end of each calendar month, the Contractor shall render to the Agent or his/her designee their invoice in triplicate for work done during the month. Invoices shall indicate the number of non-overtime work hours for the entire month. The Contractor shall indicate their Federal Tax Identification number on the face of each invoice billed to the State.
- b. Each invoice submitted shall clearly identify the month for which payment is due under this invoice period in a conspicuous place on the face of the invoice. The cost of the Contractor's On-site Commander shall be included in the supervisory hourly rates listed on the base bid on the enclosed Bid Proposal Form. Willful misrepresentation of any facts whatsoever shall constitute just cause for termination of the contract.
- c. The Agent or his designee shall not be responsible for any invoice submitted prior to the last day each month as called for in 12.1.a above or after the 15<sup>th</sup> of the following month for which the service was rendered.
- d. Contractor shall maintain time sheets, training attendance records, required certifications and any other documentation referenced in these specifications for a period of three years following the contract. Further, the contractor shall produce any and all backup documentation with five (5) business days of a request by the Agent or the Agency Assistant Director. Failure to provide backup documentation shall constitute grounds for reduction of the invoice, pro-rated based on the period of time for which documentation is not provided.
- e. Additions or deletions to the bid amount for changes to the scope of work shall be made in accordance with the hourly rates submitted with the bid.

**2. Adjustment of Charges:**

- a. Upon the occurrence of any of the acts or omissions listed below, or elsewhere in the specifications, there shall be equitable adjustment of the Contract Security Officer Service charges to fairly reflect the reduced value of its services.
- b. For any security officers working at this site that have not been properly trained in advance of assignment, their time shall be reduced from the total number of hours worked.
- c. Failure to maintain complete records of all hours of each security officer assigned to the facility engaged in working.
- d. Failure to maintain complete records, reports and logs of events occurring on each assigned post for each tour of duty.
- e. Falsification of any entries in the security officer log by the Contractor's personnel.
- f. Improper or incomplete dress of security officers.

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2. Adjustment of Charges (continued):

- g. Failure to conduct a proper background investigation of all security officers assigned, including educational requirement.
- h. The State having utilized State personnel to provide security when the Contractor fails to do so under the provisions of this contract.
- i. The contractor fails to adequately train extra or replacement security officers as specified by the specifications.
- j. Security officers asleep on post or excessive telephone/cell phone misuse or use of/any activity which involves video games, DVD players, computers and televisions.

**N. STATE'S RIGHTS:**

Nothing in these conditions shall be deemed to limit the State's right or remedies in the event the State's actual damage exceeds the amount withheld from billing. The State's failure, at any time, to require performance of the provisions shall in no way affect the State's rights to enforce it for subsequent occurrences. If the Agent finds it necessary to assign State personnel to provide security for any amount of time for which the Contractor was responsible under this contract; the State reserves the right to refuse payment for that period of time the Contractor failed to provide services, and to hold the Contractor liable for any wages paid to State personnel to perform security duties normally performed by the Contractor.

**O. PROJECT MANAGER:**

The Contractor shall provide the name and telephone number of a "project manager" who will serve as their representative and will be the primary contact with the State. This person will be available during normal hours and at other times in case of emergency, to make all necessary arrangements for security services.

Contractor shall provide one (1) Site Commander who will be responsible for the entire security plan for the facilities and will represent the Contractor in all matters of concern regarding this contract in terms of:

- 1. Supervising all watches
- 2. Making up a weekly watch schedule and submitting a copy to the Agent.
- 3. Reading daily security log to ensure that all entries made are done so as directed by Agent.
- 4. Meeting with Agent or his/her representative on bi-weekly basis and bring to their attention any problem(s) that is or may be affecting any aspect of security operations at the facility.

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**O. PROJECT MANAGER (continued):**

5. Assuring all watches are covered as directed by these specifications, and that, all security officers are properly relieved and dealing with the Contractor at the highest local level if necessary should a problem arise in this regard.
6. Do a daily read out of the logbook making note of any rounds missed and checking the log for a notation as to why rounds were missed.
7. Following all directives given to him by the Agent.
8. Doing a work up of the security officers' daily time sheet.
9. Shall assure that each security officer is thoroughly trained in every aspect of watch standing at this facility, or as specified by this contract, prior to these security officers standing any watch alone.
10. Shall be available from Monday 7:30 a.m. to the following Friday 5:30 p.m. per week, five (5) days per week basis and will respond to the facilities to direct operations as needed or requested by the Agent, and must have a home telephone with that number registered with the Agent. Shall provide a 24 hour telephone number for access by the Delaware Health and Social Services Campus. Additionally, the Brandywine Zoo is a seven day a week operation, and the contractor shall provide a telephone number and contact 24 hours a day, seven days per week.
11. Shall make no less than one (1) visit per week to the site to check on the security officer and to deal with any problems that may arise.

**P. HOLIDAY PAY:**

The contractor shall assume all costs for holiday pay.

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**NEW CASTLE COUNTY COURTHOUSE, KENT COUNTY SUPERIOR COURTHOUSE,  
SUSSEX COUNTY COURTHOUSE**

STATEMENT OF WORK

**POSITION:** SECURITY OFFICER

**LOCATION:** New Castle County Courthouse  
Kent County Courthouse  
Sussex County Courthouse

**SHIFTS:** 12:01 AM – 7:00 AM: MONDAY THROUGH FRIDAY – ONE OFFICER (NCCCH)  
12:01AM – 8:00AM: MONDAY THROUGH FRIDAY – ONE OFFICER (NCCCH)  
12:01 AM – 8:00 AM: SAT, SUN & HOLIDAYS – ONE OFFICER (NCCCH)  
4:00 PM – 12:00 MIDNIGHT: MONDAY THROUGH FRIDAY – ONE OFFICER (NCCCH)  
8:00 AM – 4:00 PM: SAT, SUN & HOLIDAYS – ONE OFFICER (NCCCH)  
8:00 AM – 4:30 PM: MONDAY THROUGH FIRDAY – ONE OFFICER (KCCH)  
4:30 PM – 12:00 MIDNIGHT: MONDAY THROUGH FRIDAY – ONE OFFICER (KCCH)  
8:00 AM – 1:00 PM: SATURDAY – ONE OFFICER (KCCH)  
4:30 PM – 10:00 PM: MONDAY THROUGH FRIDAY – ONE OFFICER (SCCH)  
10:00 AM – 5:00 PM: SAT, SUN & HOLIDAYS – ONE OFFICER (SCCH)

A. **START OF SHIFT:**

All security officers shall report to their assigned areas at the beginning of each shift prepared to assume their duties.

B. **DEFINITION OF A SHIFT:**

The security officer's shift shall consist of two on-duty periods separated by one-half hour lunch period taken between the hours of 12:00 p.m. – 2:00 p.m. The two on-duty periods shall equal eight hours.

C. **DEFINITION OF AN EIGHT HOUR SHIFT:**

1. A shift shall consist of eight (8) consecutive hours on duty or two (2) on duty periods separated by a meal period.
2. During the shift the security officer shall remain within monitoring range of the security station except where exempted by SOP.
3. The security officer shall not be considered off duty unless he/she has been relieved by the next shift officer or by Capitol Police. Under no circumstances will the facility be left unprotected.

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**NEW CASTLE COUNTY COURTHOUSE, KENT COUNTY SUPERIOR COURTHOUSE,  
SUSSEX COUNTY COURTHOUSE**

STATEMENT OF WORK – (Continued)

**D. DAILY ROUTINE:**

1. Security officers shall meet and greet the public as they enter facilities and security screen all persons entering the facility as required SOP.
2. Security officers shall monitor all alarm and building systems at their post. These include but are not limited to: Fire alarms, panic alarms, elevator alarms, door alarms and building system alarms.
3. Security officers shall monitor CCTV security camera screens.
4. Security officers shall make key hit rounds of facilities.
5. Security officers shall initiate and maintain sign-in logs for visitors, employees, and contract cleaners.
6. Security officers shall initiate and maintain daily report logs and report in writing any special incidents.
7. Security officers shall respond to telephone calls per SOP.
8. The contract security shall acquire a working knowledge of their assigned facility and monitor and report all discrepancies to the appropriate agency.

**E. CERTIFICATION:**

All security offices shall be certified in CPR by the American Red Cross. The certification shall be current during their assignment to this contract.

**F. PURCHASE ORDER:**

Purchase Orders will be issued by the Secretary's Office of Public Safety. The northern operation Commander of the Capital Police will be responsible for directing all work for those locations. Contact Sgt. **Jack Kirkpatrick (302) 577-3801** on all matters pertaining to the execution of the work for those areas.

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**KENT COUNTY FAMILY COURT  
& SUSSEX COUNTY FAMILY COURT**

STATEMENT OF WORK

**POSITION:** TWO (2) SECURITY OFFICER (ONE IN EACH COUNTY)

**LOCATION:** Kent County Family Court – 400 Court Street, Dover, DE 19901  
Sussex County Family Court – 22 The Circle, Georgetown, DE 19947

The Security Company will provide one (1) unarmed security officer in each County.

**SHIFTS:** Kent County: Monday – Friday, excluding legal State holidays 4:00 p.m. – 9:00 p.m.  
Sussex County: Monday – Friday, excluding legal State holidays 4:00 p.m. – 9:00 p.m.  
\* Overtime may be required by the Courts in terms of extended shifts or holiday and weekend hours. There should be some flexibility considered as to the hours as these times may change in the future.

A. **DAILY ROUTINE:**

1. The security officer assigned to each County will be stationed at the security desk on the first floor of the building. The security officer will be at this desk until the building closes at 4:30 p.m. The security officer will be responsible for screening litigants that enter the court through the magnetometer. They will also screen all parcels that are brought into the court through the x-ray machine. They will also be responsible to monitor security cameras, panic alarms, and other security equipment. The security officer will remain at this station until all litigants have completed their business and will be responsible to secure the front doors.
2. The security officer will be expected to follow procedures relating to evening security. This shall include the completion of a Daily Activity Sheet and Daily Sign in Sheet relating to the cleaning crew assigned to the buildings. Additionally, the security officer will be responsible to sign in and out all members of the cleaning company, issue and collect all necessary key cards and keys that the company may require.
3. The security officer will be expected to conduct security rounds of both the interior and exterior of the building according to SOP and in coordination with the Family Court Security Supervisor.

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**KENT COUNTY FAMILY COURT  
& SUSSEX COUNTY FAMILY COURT**

STATEMENT OF WORK

**B. PROCEDURES FOR REPORTING PROBLEMS:**

1. If a mechanical problem occurs in either County the security officer should contact the Security Supervisor in the County. If a problem occurs after hours the security officer should call 659-2341 in either County. This is the number of the Communications Center that handles all after hours calls for Facilities Management.
2. In an emergency the security officer should call 911. For non-emergencies in Kent County they should call 739-4863 and Sussex County 855-2980. Both numbers listed here are non-emergency number for the Communications (dispatch) in both Counties.

**C. PROCEDURES FOR END OF SHIFT:**

End of shift procedures include:

1. Turning off all unnecessary lighting.
2. Securing all required interior and exterior doors.
3. One of the two required exterior checks are to be performed just before end of shift.
4. Lock both gates to the employee lot (Kent County only).

**D. MISCELLANEOUS:**

Additional duties may be assigned as determined by the Security Supervisor in either County.

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**HOURLY REQUIREMENT BY LOCATION**

The below chart notes the hourly requirement for Security Officer Services for the contract year of Feb. 1, 2011 – Jan. 31, 2012.

<b>MONTH</b>	<b>NEW CASTLE CO COURT</b>	<b>SUSSEX CO COURT</b>	<b>KENT COUNTY COURT</b>
Feb. 2011	588	166.00	340
Mar. 2011	657	182.50	388
Apr. 2011	635	185.50	361
May 2011	658	191.00	372
Jun. 2011	634	177.00	372
Jul. 2011	651	192.50	361
Aug. 2011	657	182.50	388
Sep. 2011	642	184.00	372
Oct. 2011	636	187.00	345
Nov. 2011	658	198.00	372
Dec. 2011	658	191.00	377
Jan. 2011	658	191.00	372
<b>Total</b>	<b>7732</b>	<b>2228</b>	<b>4420</b>

**HOURLY REQUIREMENT BY LOCATION**

The below chart notes the hourly requirement for Security Officer Services for the contract year of Feb. 1, 2011 – Jan. 31, 2012.

<b>MONTH</b>	<b>KENT COUNTY FAMILY COURT</b>	<b>SUSSEX COUNTY FAMILY COURT</b>
Feb. 2011	100	100
Mar. 2011	115	115
Apr. 2011	100	100
May 2011	105	105
Jun. 2011	110	110
Jul. 2011	100	100
Aug. 2011	115	115
Sep. 2011	105	105
Oct. 2011	100	100
Nov. 2011	95	95
Dec. 2011	105	105
Jan. 2011	105	105
<b>Total</b>	<b>1255</b>	<b>1255</b>

STATE OF DELAWARE  
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**DIVISION OF CHILD SUPPORT ENFORCEMENT (DCSE)**

STATEMENT OF WORK

**POSITION:** SECURITY OFFICER

**LOCATION:** New Castle County Office - 84A Christiana Road, New Castle, DE 19720  
Kent County Office - 1120 Carroll's Plaza, Dover, DE 19901  
Sussex County Office - 9 Academy Street, Georgetown, DE 19947

**SHIFTS:** 8:00 AM – 4:30 PM: Monday through Friday, excluding legal State holidays

**A. DUTIES:**

At a minimum, Security officers for DCSE will be responsible to:

1. Patrol agency facilities to prevent vandalism, loitering, trespass, solicitations, theft, and safety concerns.
2. Record visitors to the building on a sign-in/sign-out sheet, and report unusual occurrences in the work area to the DCSE contact person as soon as possible.
3. Assist and inform clients, staff, and visitors.

**B. LOCATION SPECIFICS:**

Specific Security officer requirements for each DCSE office should consist of the following duties:

**New Castle Office:**

- The security officer will be stationed at a desk in the lobby.
- The work hours will be 8:00 to 4:30 on weekdays.
- The contact person is Mark Newman 395-6662, and the backup employee is Ruth McClain 395-6697.
- The security officer will make checks throughout the work area of the building approximately every ½ hour or sooner throughout the day. (Or sooner is defined as meaning: if clients enter the work area of the building the security officer will make checks between the work area, parking lot, and lobby every five minutes until the work area is clear). All checks made of the work area will be recorded on a log sheet and submitted to the contact person at the end of each week.
- The security officer will ensure that all visitors entering the building sign in and out, and maintain the sign in/out sheets in accordance with DCSE procedures.
- The security officer will maintain a copy of, and be familiar with, the evacuation plan for the building. In the event of an evacuation, the security officer would assist in maintaining order and promptly turn the sign-in sheets over to the contact person.
- The security officer will maintain a copy of the DCSE employee list for the building.
- The security officer will maintain a copy of the other occupant phone list for the building and the maintenance phone numbers for the building.

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**DIVISION OF CHILD SUPPORT ENFORCEMENT (DCSE)**

STATEMENT OF WORK

**B. LOCATION SPECIFICS (continued):**

**Dover Office:**

- The security officer will be stationed at a desk in the lobby.
- The work hours will be 8:00 to 4:30 on weekdays.
- The contact person is Carol Hansen 739-4878, and the backup employee is Michael Morgan 739-7730 ext. 418.
- The security officer will make checks approximately every ½ hour, or sooner throughout the day, into the common area where the other agencies are located and in the parking lot, but the majority of the time is spent in the lobby of DCSE providing high visibility.
- When clients are taken into the work area, the security officer will make checks between the work areas and lobby every five minutes until the work area is clear.
- All checks made of the work area will be recorded on a log sheet, and submitted to the contact person at the end of each week.
- The security officer will ensure that all visitors entering the building sign in and out, and maintain the sign in/out sheets in accordance with DCSE procedures.
- The security officer will maintain a copy of, and be familiar with, the evacuation plan for the building. In the event of an evacuation, the security officer would assist in maintaining order and promptly turn the sign-in sheets over to the contact person.
- The security officer will maintain a copy of the DCSE employee list for the building.
- The security officer will maintain a copy of the outside agency occupant phone list for the building and the maintenance phone numbers for the building.

**Georgetown Office:**

- The security officer will be stationed at a desk in the lobby.
- The work hours will be 8:00 to 4:30 on weekdays.
- The contact person is Gary Belkot 856-5045 ext. 221, and the backup contact employee is Fran Bucci 856-5045 ext. 226.
- The security officer will check around the perimeter of the building at the start of the day and approximately every ½ hour thereafter.
- The security officer will make checks throughout the work area of the building approximately every ½ hour or sooner throughout the day. (Or sooner is defined as meaning: if clients enter the work area of the building the security officer will make checks between the work area, parking lot, and lobby every five minutes until the work area is clear).

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**DIVISION OF CHILD SUPPORT ENFORCEMENT (DCSE)**

STATEMENT OF WORK

**B. LOCATION SPECIFICS (continued):**

**Georgetown Office (continued):**

- All checks made of the perimeter and work area will be recorded on a log sheet, and submitted to the contact person at the end of each week.
- All windows and doors will be checked at the end of the day to ensure they are secure.
- The security officer will ensure that all visitors entering the building sign in and out, and maintain the sign in/out sheets in accordance with DCSE procedures.
- The security officer will maintain a copy of, and be familiar with, the evacuation plan for the building. In the event of an evacuation, the security officer would assist in maintaining order and promptly turn the sign-in sheets over to the contact person.
- The security officer will maintain a copy of the DCSE employee list for the building.
- The security officer will maintain a copy of the other occupant phone list for the building and the maintenance phone numbers for the building.

**HOURLY REQUIREMENT BY LOCATION**

The below chart notes the hourly requirement for Security Officer Services for the contract year of Feb. 1, 2011 – Jan. 31, 2012.

<b>MONTH</b>	<b>NEW CASTLE</b>	<b>DOVER</b>	<b>GEORGETOWN</b>
Feb. 2011	170.00	170.00	170.00
Mar. 2011	195.50	195.50	195.50
Apr. 2011	170.00	170.00	170.00
May 2011	178.50	178.50	178.50
Jun. 2011	187.00	187.00	187.00
Jul. 2011	170.00	170.00	170.00
Aug. 2011	195.50	195.50	195.50
Sep. 2011	178.50	178.50	178.50
Oct. 2011	178.50	178.50	178.50
Nov. 2011	161.50	161.50	161.50
Dec. 2011	178.50	178.50	178.50
Jan. 2011	170.00	170.00	170.00
<b>Total</b>	<b>2133.50</b>	<b>2133.50</b>	<b>2133.50</b>

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**Division of Child Support Enforcement**

**IRS 1075 Publication: Exhibit 7  
Contract Language for General Services**

**I. PERFORMANCE**

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- 1) All work will be done under the supervision of the contractor or the contractor's employees.
- 2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- 3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- 4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- 5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- 6) All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- 7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- 8) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- 9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- 10) (Include any additional safeguards that may be appropriate.)

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**IRS 1075 Publication: Exhibit 7  
Contract Language for General Services**

**II. CRIMINAL/CIVIL SANCTIONS:**

- 1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- 2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
- 3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

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**Division of Child Support Enforcement**

**IRS 1075 Publication: Exhibit 7  
Contract Language for General Services**

**III. INSPECTION:**

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

STATE OF DELAWARE  
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**DELAWARE STATE SERVICE CENTERS**

STATEMENT OF WORK

**POSITION:** SECURITY OFFICER

**LOCATION:** Hudson State Service Center – 501 Ogletown Road, Newark, DE 19711  
Georgetown State Service Center – 546 S. Bedford Street, Georgetown, DE 19946  
Milford State Service Center – 11-13NW Front Street, Milford, DE 19963  
People’s Place II, Inc. – 165 Commerce Way, Dover, DE 19904  
Belvedere State Service Center – 310 Kiamensi Road, Wilmington, DE

**SHIFTS:** **Newark location – Hudson State Service Center:**

Monday: 3:30p.m. – 9:15p.m.  
Tuesday: 2:30p.m. – 9:15p.m.  
Wednesday - Friday: 3:30p.m. – 9:15p.m.  
Saturday: 8:30a.m. – 6:15p.m.  
Sunday: 8:30a.m. – 7:15p.m.  
Major Holidays as scheduled (Christmas, Memorial Day, July 4<sup>th</sup>, etc.)

**Georgetown location – Georgetown State Service Center:**

Friday: 4:15p.m. – 9:30p.m.  
Saturday & Sunday: 8:00a.m. – 7:00p.m.  
Major Holidays as scheduled (Christmas, Memorial Day, July 4<sup>th</sup>, etc.)

**Milford location – Milford State Service Center:**

Wednesday & Friday: 4:15p.m. – 9:15p.m.  
Sunday: 8:30a.m. – 6:30p.m.  
Major Holidays as scheduled (Christmas, Memorial Day, July 4<sup>th</sup>, etc.)

**Dover location – Peoples Place II, Inc. Facility:**

Friday: 4:30p.m. – 9:00p.m.  
Saturday: 8:30a.m. – 7:00p.m.  
Sunday: 12:00p.m. – 7:00p.m.  
Major Holidays as scheduled (Christmas, Memorial Day, July 4<sup>th</sup>, etc.)

**Belvedere State Service Center\*:**

Friday: 3:30p.m. – 9:15p.m.  
Sunday: 8:30a.m. – 6:15p.m.

The Contractor will be notified by the Division or the Visitation Center Coordinator of any changes in the work schedule. A minimum of 6 hours notice for schedule changes will be given to the Contractor. The Contractor will not bill for hours not worked when ample notice has been provided.

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**DELAWARE STATE SERVICE CENTERS**

STATEMENT OF WORK

**A. MEASURABLE OBJECTIVE:**

The Family Visitation Center will provide safe, supervised visitation sessions, supervised exchanges and supportive services to parents and children who have been the victims of family violence, and to parents who have been perpetrators or alleged perpetrators of domestic abuse, when conducting contact with the children is appropriate.

**B. DUTIES:**

1. The Contractor is responsible for providing one trained unarmed security officer at each site during specified hours as detailed below. Officers will have sufficient training in the use of OC Spray, age appropriate restraint devices, CPR, and in issues related to family violence.
2. The Contractor is responsible for providing security officers with OC Spray.
3. The Contractor will provide two hand held two-way radios for each site.
4. In the event the Visitation Center is closed due to inclement weather, the Visitation Center Coordinator will notify the Contractor of any changes in the work schedule as soon as possible. A radio announcement will be made on WSTW 93.7FM, WILM 1450AM, WDEL 1150AM AND WJBR 99.5FM in New Castle and WZBH 93.5FM, WAFL 97.7FM, WDSD 94.7 AND WBOC TV Channel 16 and WMDT TV Channel 47.
5. All information pertaining to families or family members that use or plan to use Family Visitation services is held in confidence; along with any specific information pertaining to identities and/or visits. All information contained in the case files and on digital recorder and/or video tape is confidential and will not be released, unless subpoenaed by a court of law.
6. Surveillance equipment is located throughout the center and will be monitored during the operational hours of the visitation center. All digital recorders will operate in extended play mode, will display time and date stamp, be organized and coded as instructed on site.
7. The Contractor will advise the Division in writing of any problems or issues related to the facility, security or equipment and will document in writing all incidents both intentional and accidental that occur on-site.

All recording will be reused after four-five days unless an incident has been captured or unless otherwise requested by site. Written documentation denoting the specifics of the incident and referencing the digital recording will be directed to the Visitation Center Program Manager and Division. The recording will be removed, marked with the date, time and any other appropriate references and placed in a secure location. The recording will be released as evidence if a court issued subpoena is received. Incidents recorded will be retained for maximum of three years from the date of the incident(s).

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**DELAWARE STATE SERVICE CENTERS**

STATEMENT OF WORK

**B. DUTIES (continued):**

Security personnel will:

- a. Monitor equipment to ensure safety of clients and staff
  - b. Ensure visits are being recorded both visual and audio daily
  - c. Notify the family visitation staff (DSSC and service provider) if equipment is inoperable
8. The Contractor understands that the Security Officers may be subpoenaed to testify in a court of law. Testimony must be limited to the facts of the case and no opinions about any case should be given. Fees for testimony will be limited to the regular hourly rate.
9. The Contractor is responsible for providing on-site security for the Hudson, Northeast, Georgetown, Dover and Milford Visitation Centers. The Security Officers will assist the Visitation Center Coordinator and staff in enforcing the rules of the visitation center. Specific responsibilities of the officers include but are not limited to:
- a. Searching all baggage including diaper bags, presents, etc. upon arrival;
  - b. Confiscating any toys of violence (e.g., guns, tanks, etc.) upon arrival. Toys should be returned to parent at departure;
  - c. Confiscating any food brought into the visitation center by a parent with the exception of baby formula or special dietary needs made known to visitation center staff;
  - d. Monitoring the outside perimeter on-foot at least twice a day (not to occur during individual supervised visits);
  - e. Viewing activity within the facility using surveillance monitors provided by the family visitation center; and,
  - f. Ensuring the safety of children, victims of domestic violence and the staff while in or on the premises of the family visitation center.
  - g. Interact with a very diverse population and have a high degree of tolerance, be even tempered, and have the ability to diffuse hostile and/or aggressive situations, and have the ability to be firm but fair, understanding and compassionate.
10. Security Officers will initiate and maintain sign-in logs for all visitors, clients, and employees entering the building.

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**HOURLY REQUIREMENT BY LOCATION**

The below chart notes the hourly requirement for Security Officer Services for the contract year of Feb. 1, 2011 – Jan. 31, 2012.

<b>MONTH</b>	<b>Hudson</b>	<b>G'Town</b>	<b>Milford</b>	<b>People's PI</b>	<b>Belvedere*</b>
Feb. 2011	201.00	109.00	80.00	88.00	
Mar. 2011	219.25	109.00	85.00	88.00	
Apr. 2011	216.50	125.25	85.00	103.00	
May 2011	224.25	120.00	90.00	95.00	
Jun. 2011	212.50	109.00	85.00	88.00	
Jul. 2011	216.50	125.25	85.00	103.00	
Aug. 2011	219.25	109.00	85.00	88.00	
Sep. 2011	212.50	114.25	85.00	92.50	
Oct. 2011	210.75	120.00	80.00	92.50	
Nov. 2011	213.50	109.00	85.00	88.00	
Dec. 2011	222.25	125.25	85.00	103.00	
Jan. 2011	224.25	120.00	90.00	95.00	
<b>Total</b>	<b>2592.50</b>	<b>1395.00</b>	<b>1020.00</b>	<b>1130.00</b>	<b>Indeterminate</b>

\* Due to budget restraints, the hourly requirement for contract year Feb. 1, 2011 – Jan. 31, 2012 **cannot** be determined at this time. It is possible that services will **not** be needed. However, the vendor is asked to provide a per hour price.

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**WILLIAMS STATE SERVICE CENTERS**

STATEMENT OF WORK

**POSITION:** SECURITY OFFICER

**LOCATION:** William State Service Center – 805 River Road, Dover, DE 19901

**SHIFTS:** 4:00p.m. – 8:00p.m. Wednesdays (except State Holidays)

**A. DUTIES:**

1. The security officer will be stationed in the lobby on Wednesdays from 4:00p.m. to 8:00p.m.
2. The security officer will escort staff to their vehicles at the close of the building.
3. The security officer will ensure that the parking lot is patrolled on a regular basis.
4. The security officer will maintain a copy of the evacuation plan for the building.
5. The security officer will maintain a copy of the employee list for the building.
6. The security officer may be assigned additional duties by the building manager.

**HOURLY REQUIREMENT BY LOCATION**

The below chart notes the hourly requirement for Security Officer Services for the contract year of Feb. 1, 2011 – Jan. 31, 2012.

<b>MONTH</b>	<b>Williams</b>
Feb. 2011	16.00
Mar. 2011	20.00
Apr. 2011	16.00
May 2011	16.00
Jun. 2011	20.00
Jul. 2011	16.00
Aug. 2011	20.00
Sep. 2011	16.00
Oct. 2011	16.00
Nov. 2011	20.00
Dec. 2011	16.00
Jan. 2011	16.00
<b>Total</b>	<b>208.00</b>

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**MILFORD STATE SERVICE CENTER  
WIC PROGRAM**

STATEMENT OF WORK

**POSITION:** SECURITY OFFICER

**LOCATION:** Milford State Service Center/WIC Program – 11-13 Church Ave, Milford, DE 19963

**SHIFTS:** 1<sup>st</sup> and 3<sup>rd</sup> Wednesday of every month from 3:00p.m. to 7:00p.m.

**A. DUTIES:**

1. The security officer will be stationed at the front desk in the lobby from 3:00p.m. to 7:00p.m.
2. The officer will maintain a list of all visitors to the building.
3. The officer will escort the WIC staff to their vehicles at the close of the WIC clinic.
4. The officer will maintain a copy of the evacuation plan for the building. In the event of an evacuation, the officer will assist in maintaining order and turn the materials over to the contact person.
5. The officer will maintain a copy of the employee list for the building.

**B. CONTACTS:**

David Miller (628-2006) and Laureen Briody (424-7145)

**HOURLY REQUIREMENT BY LOCATION**

The below chart notes the hourly requirement for Security Officer Services for the contract year of Feb. 1, 2011 – Jan. 31, 2012.

<b>MONTH</b>	<b>Milford WIC</b>
Feb. 2011	8
Mar. 2011	8
Apr. 2011	8
May 2011	8
Jun. 2011	8
Jul. 2011	8
Aug. 2011	8
Sep. 2011	8
Oct. 2011	8
Nov. 2011	8
Dec. 2011	8
Jan. 2011	8
<b>Total</b>	<b>96</b>

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**ABSALOM JONES COMMUNITY CENTER**

STATEMENT OF WORK

**POSITION:** SECURITY OFFICER

**LOCATION:** Absalom Jones Community Center – 310 Kiamensi Road, Wilmington, DE 19804

**HOURS:** 8:30AM – 3:30PM: Monday – Friday  
5:30PM – 11:30PM: Monday – Friday

\* Excluding State holidays. Saturday and Sunday hours will vary depending upon the provided schedule for the Gymnasium and the Art Center. Hours to be determined by monthly schedule.

**A. DUTIES:**

1. The security officer is to maintain security and access control to the Absalom Jones Center during the above hours.
2. The security officer will perform a perimeter check of the building and insure that all doors are secured and no one is in an area un-authorized by the site staff.
3. Special instructions, if necessary will be provided in a written format to the security officer.

**HOURLY REQUIREMENT BY LOCATION**

The below chart notes the hourly requirement for Security Officer Services for the contract year of Feb. 1, 2011 – Jan. 31, 2012.

<b>MONTH</b>	<b>ABSALOM</b>
Feb. 2011	330.00
Mar. 2011	379.50
Apr. 2011	330.00
May 2011	346.50
Jun. 2011	363.00
Jul. 2011	330.00
Aug. 2011	379.50
Sep. 2011	346.50
Oct. 2011	330.00
Nov. 2011	313.50
Dec. 2011	346.50
Jan. 2011	346.50
<b>Total</b>	<b>4141.50</b>

\* Saturday and Sunday hours will vary depending upon the provided schedule for the Gymnasium and the Art Center. Hours to be determined by monthly schedule.

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**BRANDYWINE ZOO**

STATEMENT OF WORK

**POSITION:** SECURITY OFFICER

**LOCATION:** Brandywine Zoo – 1001 North Park Drive, Wilmington, DE 19802

**HOURS:** 3:45PM – 12:00AM (365 days a year)  
11:45PM – 8:00AM (365 days a year)

**A. SCOPE OF WORK:**

Contractor shall provide security services at the Brandywine Zoo as follows:

1. One unarmed security officer from 3:45p.m. to 12:00a.m. (Midnight) and a second shift officer from 11:45p.m. to 8:00a.m., 365 days a year. No double shifts are acceptable.
2. Hours may be increased or decreased within 12 hours notice by the State.
3. Security officers will carry out the standard operating procedures defining the duties of the individual posts as described on the attached schedule. These procedures may be amended by mutual agreement. Supervision of the security officers will be the responsibility of the contractor's management. Site supervisor must visit site weekly.
4. Upon authorization, the appropriate signs, stating that the premises are under protection of the security service, shall be posted on the premises by the contractor.
5. Management personnel of the contractor will make recommendations to the Zoo for improvement of safety; security of life, limb and property.
6. Security officers shall be alert, physically fit, cause or aid in the apprehension of all persons guilty of misconduct by contacting the State Park Enforcement or the City of Wilmington Police, and shall aid in the prosecution of said persons by testifying on behalf of the State of Delaware, Dept. of Natural Resources and Environmental Control (DNREC).
7. In the performance of their duties, the security officers shall note and bring to the attention of the contractors' supervisors any recommendations to enhance security, safety, and fire prevention.
8. The contractor shall assume all costs of workmen's compensation, uniforms, weapons, badges, training, sickness, vacation, retirement, recruiting, advertising costs, liability insurance, overtime and holiday pay.
9. All copies of insurance policies concerning general liability and false arrests shall be filed with the Dept. of Natural Resources and Environmental Control (DNREC) upon award of contract.
10. Additional trained security personnel shall be available for use during emergencies, strikes, or other special situations as they arise at an hourly rate stated in the contractor's quotation.

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**BRANDYWINE ZOO**

STATEMENT OF WORK

**A. SCOPE OF WORK (continued):**

11. The Dept. of Natural Resources and Environmental Control (DNREC) may, with due cause being shown; require the contractor to make immediate replacement of any security officer. Any replacement individual must work one full shift with a security officer who has experience working at the Brandywine Zoo. The Dept. of Natural Resources and Environmental Control (DNREC) reserves the right to refuse any individual who, in its opinion, cannot responsibly carry out the duties as described in the Standard of Operating Procedures.
12. Supervisors shall be available for consultation and/or information regarding the security field on a 24 hour basis, 365 days a year, and shall establish security procedures as part of the contract operations at no additional cost to the Department of Natural Resources and Environmental Control (DNREC). It is the responsibility of the security company to inform the State of personnel changes within 24 hours prior to the shift.
13. In accordance with the Delaware Code, Title 24, Chapter 13, all security officers must be registered with the Delaware State Police, and they must carry a surety bond of \$5,000.
14. In addition to the regular scheduled trained security officers, the security company shall have two additional security officers trained and ready, to insure total coverage of all scheduled hours.

**B. STANDARD OPERATING PROCEDURES:**

1. Duty hours are 3:45p.m. to 8:00a.m. each day. Security officer will not leave his/her post until relieved by one (1) full-time animal keeper. (This is for the morning shift only.)
2. Post is not to be left for any reason without relief.
3. Patrols should be continuous every hour. The key stations at the otters, concession stand, llama platform, and stair entrance should be monitored at least every thirty minutes. The key stations at the exotic animal house and education buildings are to be monitored at least every sixty minutes. The key at the security officer office is to be monitored every fifteen minutes when the security officer is not outside on patrol.
4. Personnel are to be alert at all times for sounds or sights of distress from the animals (these must be reported at once).
5. Because of the requirement for regular patrols to all the key stations, the officers must keep their breaks in the office to under fifteen minutes per hour. Security personnel are to remain outside of the office patrolling the entire zoo as much as possible.
6. Logs of each shift must be maintained, dated and signed.

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**BRANDYWINE ZOO**

STATEMENT OF WORK

**B. STANDARD OPERATING PROCEDURES (continued):**

7. All signs of unusual activity are to be immediately acted upon, reported as required, and logged in the log book.
8. During security duty hours, no visitors or animals are permitted.
9. All security officers will report on a daily basis any necessary recommendations for improvement of safety of life, limb and property (i.e., lights out, fence weaknesses).
10. (a) No animals are to be fed or touched.  
(b) No cages are to be unlocked.  
(c) No offices are to be entered.
11. The Tour of Duty System will be provided by the Brandywine Zoo, and the contractor shall use it.

**C. BRANDYWINE ZOO MAP:**

Attached

**HOURLY REQUIREMENT BY LOCATION**

The below chart notes the hourly requirement for Security Officer Services for the contract year of Feb. 1, 2011 – Jan. 31, 2012.

MONTH		BRANDYWINE ZOO
Feb.	2011	462.00
Mar.	2011	511.50
Apr.	2011	495.00
May	2011	511.50
Jun.	2011	495.00
Jul.	2011	511.50
Aug.	2011	511.50
Sep.	2011	495.00
Oct.	2011	511.50
Nov.	2011	495.00
Dec.	2011	511.50
Jan.	2011	511.50
<b>Total</b>		<b>6022.50</b>

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**BRANDYWINE ZOO**



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**CARVEL BUILDING**

STATEMENT OF WORK

**POSITION:** SECURITY OFFICER

**LOCATION:** Carvel Building – 820 North French Street, Wilmington, DE 19801

**HOURS:** 7:30AM – 3:30PM: Monday – Friday, excluding legal State holidays

A. **BILLING:**

Billing for Security Service will be sent to Facilities Management.

B. **SUPERVISION:**

Capital Police Department will be responsible for supervision of the Security Officer on the site.

C. **DUTIES:**

1. The loading dock door is to remain closed whenever possible. Office furniture and supplies normally come in through the loading dock area. Anything small enough should be sent to the front entrance to be x-rayed. All other items that are too large to be x-rayed should be visually inspected. UPS, Fed-Ex and USPS normally come through front entrance.
2. A policy will be established in the building for departments to notify CPD of any deliveries expected. The CPD will distribute a list of all deliveries expected. If a delivery arrives and it is not on the list of deliveries, it will not be accepted. Verify deliver is to be coming to this building with the list. Departments should come to the loading dock to retrieve delivery items or direct driver to floor number/room number with the delivery.
3. Restroom relief can be done by securing the loading dock door prior to leaving site of the entrance.
4. In addition to these duties, Security Officer will be responsible for any additional Security Service needed at the site, as required by Capital Police.

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**HOURLY REQUIREMENT BY LOCATION**

The below chart notes the hourly requirement for Security Officer Services for the contract year of Feb. 1, 2011 – Jan. 31, 2012.

<b>MONTH</b>	<b>CARVEL BLDG.</b>
Feb. 2011	160
Mar. 2011	184
Apr. 2011	160
May 2011	168
Jun. 2011	176
Jul. 2011	160
Aug. 2011	184
Sep. 2011	168
Oct. 2011	160
Nov. 2011	152
Dec. 2011	168
Jan. 2011	168
<b>Total</b>	<b>2008</b>

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**DNREC, Richardson & Robbins Building**

STATEMENT OF WORK

**POSITION:** SECURITY OFFICER

**LOCATION:** DNREC, Richardson & Robbins Bldg. – 89 Kings Hwy, Dover, DE 19901

**HOURS:** 2:00PM – 8:00PM: Monday – Friday

\* Additional hours are subject to the event schedule of the DNREC Auditorium calendar. All events are to end by 10:00p.m. and may include weekends.

A. **DUTIES:**

1. The security officer is to carry out the standard operating procedures as defined in the building security standard operating procedures.
2. Patrols must be continuous.
3. Logs of each shift must be maintained, dated and signed.
4. All signs of unusual activity are to be immediately acted upon, reported as required and logged into the log book.
5. Depending on the situation, call the police, caution and judgment is to be used to ensure safety of guard and the safety and security of the building. Emergency contact numbers are provided in the Standard Operating Procedures.

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**HOURLY REQUIREMENT BY LOCATION**

The below chart notes the hourly requirement for Security Officer Services for the contract year of Feb. 1, 2011 – Jan. 31, 2012.

<b>MONTH</b>		<b>DNREC</b>
Feb.	2011	120
Mar.	2011	138
Apr.	2011	120
May	2011	126
Jun.	2011	132
Jul.	2011	120
Aug.	2011	138
Sep.	2011	126
Oct.	2011	120
Nov.	2011	114
Dec.	2011	126
Jan.	2011	126
<b>Total</b>		<b>1506</b>

\* Additional hours are subject to the event schedule of the DNREC Auditorium calendar. All events are to end by 10:00p.m. and may include weekends.

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**“Old” Family Court Building**

STATEMENT OF WORK

**POSITION:** SECURITY OFFICER

**LOCATION:** 900 King Street, Wilmington, DE 19801

**HOURS:** 8:00AM – 5:30PM: Monday – Friday, excluding legal State holidays

**A. PURPOSE:**

To establish a policy and subsequent procedures to ensure the proper screening of the following persons entering the building commonly referred to as the “old” Family Court Building located at 900 King Street in the City of Wilmington:

- Members of the general public
- Any State of Delaware employee who is not in possession of a valid State Employee Identification
- Any employee of the building who is not in possession of a valid employee identification specific to the building.

The screening process is to include all packages, parcels, purses, etc., entering the building in the possession of the above named individuals/groups.

As a result, these efforts should help to promote a safe and secure environment conducive to the mission of the building and the services offered therein.

**B. POLICY:**

Through appropriate funding, the Division of Delaware Capitol Police will provide the following for the front lobby screening operation for the building located at 900 King Street:

- One (1) unarmed “contractual” Security Officer
- One (1) magnetometer
- One (1) portable “handheld” security detection device (Security Handwand)

The “contractual” Security Officer assigned to the building will be monitored and supervised by the Delaware Capitol Police

Break reliefs for the “contractual” Security Officer will be provided by the “contractual” Security Officer’s employer.

The building will be “unlocked” by a representative of Facilities Management at 8:00 a.m. each morning the building is “open” for business. For each day the building is open for business, a representative from Facilities Management will secure the building at 5:00 p.m.

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**“Old” Family Court Building**

STATEMENT OF WORK

**B. POLICY (continued):**

Before securing at the end of his/her assigned shift, the “contractual” Security Officer assigned to the building will complete a “walk through” of the building to ensure that all non-employees of the building have vacated the premises.

It will be the responsibility of the “contractual” Security Officer assigned to the building to be cognizant of his/her surroundings and to remain diligent in his/her efforts to promote a safe and secure environment for both members of the general public and employees of the facility. The “contractual” Security Officer must be resourceful and cognizant in his/her efforts to prevent unwarranted and unauthorized items from becoming accessible beyond the front lobby screening area.

Additionally, the “contractual” Security Officer when having contact with individuals entering the building will remain polite, respectful and professional while conducting their duties associated with the screening operation.

The main function and area of responsibility for the “contractual” Security Officer will be to oversee and monitor the front lobby screening operation. At no time is the front lobby to be left unattended between the hours of 8:00 a.m. and 5:00 p.m. during regular business of the building.

In the event of an emergency or the need for a police response, the “contractual” Security Officer will either contact the Delaware Capitol Police by dialing 255-0022 or dial “911”.

At no time will the “contractual” Security Officer leave the screening area unattended.

**C. PROCEDURES:**

**1. Persons entering the front lobby**

**a. Employees**

Employees of the building will be exempt from the screening process provided they are in possession of a valid state issued employee identification or in possession of an employee identification specific to the building.

It will be the responsibility of the employee entering the building to either show or display their approved identification for the “contractual” Security Officer’s review before being permitted to enter the building without having to undergo the screening process.

Any employee of the building who is not in possession of their required identification will be required to be “screened” under the same guidelines as the general public wanting to enter the building.

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**“Old” Family Court Building**

STATEMENT OF WORK

1. **Persons entering the front lobby (continued)**

b. **General Public**

All members of the general public and non-employees of the building will be required to enter and complete the screening process before being permitted to enter the building.

The “contractual” Security Officer will ensure that all members of the general public and non-employees of the building “sign in” after completing the screening process. The information requested/required will be the following.

- The person’s name
- The time the person entered the building
- The desired location within the building.

The “contractual” Security Officer will also record the time each person exits the building.

The “contractual” Security Officer assigned to the screening operation must be attuned to the many needs of persons entering the building, as well as, be constantly aware of individuals attempts to bring prohibited items and/or contraband into the facility. Just as law enforcement and security officials are always examining ways to improve security, a percentage of persons area slo continually exploring ways to defeat the security process.

2. **Magnetometer**

All persons who are not employees of the building or do not have the required identification will be required to enter through the designated magnetometer monitored by the “contractual” Security Officer.

The “contractual” Security Officer monitoring the magnetometer will in addition to observing the equipment; monitor, examine, and review all items placed in the “security” containers to ensure that no item prohibited from entering the facility is allowed to enter through this avenue.

It will be the responsibility of the “contractual” Security Officer monitoring the magnetometer to visually observe each individual walking through the area and to further observe for any “alarm” or “indication” that the person walking through the designated area possesses an item prohibited from entering the facility.

Should an “alarm” sound or an indication is given that the person may have an item upon their person that is prohibited, the “contractual” Security Officer will inquire if the individual has any such item(s) upon their person.

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**“Old” Family Court Building**

STATEMENT OF WORK

2. **Magnetometer (continued)**

If an individual should have such an item upon their person, the “contractual” Security Officer will instruct the individual to remove the item and repeat the process of walking through the magnetometer. This process may continue for several times, however, should the magnetometer continue to indicate an item(s) on the individual’s person, the individual will be instructed that a “secondary” screening process must be completed which will require the use of a portable handheld device (security “hand wand”).

Any person who refuses to access the building by entering the “magnetometer”, will not be permitted to enter the building, unless they medically are prohibited from doing so.

For individuals who are medically prohibited from entering the magnetometer due to medical condition such as; a pacemaker or defibrillator, the “contractual” Security Officer upon being so advised, will instruct the individual to “walk around” the magnetometer at which time the screening process will be completed by using the security hand wand. Signs will be clearly posted in both English and Spanish to announce the presence of the magnetometer instructing those individuals entering the building with a ‘pacemaker’ to notify the “contractual” Security Officer of their condition.

*NOTE:*

*The magnetometer is a tool used to assist in the detection of prohibited items. The magnetometer is primarily designed to provide an “indication” as to the location of an inappropriate or metallic item on a person by illuminating a series of lights. However, everyone must be aware that the magnetometer is mechanical and is subject to give “false” or “misleading” indications. Therefore, never solely rely on the indications provided by the magnetometer.*

3. **Portable Handheld Detection Device (Security Handwand)**

The use of portable handheld detection devices here in referred to as the “handwand” will be used to further facilitate the screening of individuals entering the facility.

The “handwand” is to be used in conjunction with the magnetometer and serves as a “secondary” means of ensuring that an individual does not possess an item on their person that is prohibited from entering the facility.

When required or needed, the “contractual” Security Officer will use the “handwand” to screen the outer garment area of an individual’s clothing. This process will be completed by the “contractual” Security Officer in a manner that is not “intrusive” to the person or in a way that would construe a violation of the person’s dignity.

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**“Old” Family Court Building**

STATEMENT OF WORK

3. **Portable Handheld Detection Device (continued)**

Should the “contractual” Security Officer during the use of “handwand” receive an indication that an individual may have a prohibited or unknown item upon their person; the “contractual” Security Officer will ask the individual to remove the item from its location for a review and examination of the item.

If an item is discovered and found to be acceptable, the person will be permitted to keep the item in their possession.

For any item discovered that is prohibited from entering the building, the “contractual” Security Officer will review and examine the item to determine if the item is illegal by nature to possess. For any item found or discovered to be illegal, the “contractual” Security Officer will notify the Division of Delaware Capitol Police and request the response of a Police Officer. The contact number for the Delaware Capitol Police in New Castle County is 255-0022.

For any item or property that is legal to possess but not permitted to enter the building, the “contractual” Security Officer assigned to the building will take receipt of the item or property and secure the item or property until the individual possessing the item or property has completed his/her business in the building.

After taking possession of the item or property, the “contractual” Security Officer will issue a receipt for the property to the individual possessing the item. The receipt will include an identifying number, the current date, and the property owner’s signature.

This will include items such as: knives, scissors, mace, or any other item that could be used to cause injury.

After completing the “handwanding” of an individual and the determination or decision is made that the person possesses no item that would be prohibited or illegal to possess, the person will be permitted to enter the facility.

Any person who refuses to participate in the use of the “handwand” will not be permitted to enter the building.

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**“Old” Family Court Building**

STATEMENT OF WORK

**4. Parcels, Packages, Purses, Briefcases, etc., Entering the Building**

Since the building will not be equipped with an “x-ray” machine, all parcels, packages, purses, briefcases, etc., will be required to be physically inspected by the “contractual” Security Officer for all non-employees of the building.

Just as in the above sections pertaining to the “magnetometer” and the “handwand”, any item(s) found to be prohibited from entering the building will be required to be submitted to the “contractual” Security Officer. Once submitted to the “contractual” Security Officer, the officer will complete the following:

- Receive the item prohibited and issue the owner of the property a “receipt”
- Store the property until the return of the owner
- Return the property to the owner upon their return

Any person who refuses to have their parcel, package, purse, briefcase, or other item physically inspected will not be permitted to enter the building.

**HOURLY REQUIREMENT BY LOCATION**

The below chart notes the hourly requirement for Security Officer Services for the contract year of Feb. 1, 2011 – Jan. 31, 2012.

<b>MONTH</b>	<b>900 King St.</b>
Feb. 2011	190.00
Mar. 2011	218.50
Apr. 2011	190.00
May 2011	199.50
Jun. 2011	209.00
Jul. 2011	190.00
Aug. 2011	218.50
Sep. 2011	199.50
Oct. 2011	190.00
Nov. 2011	180.50
Dec. 2011	199.50
Jan. 2011	199.50
<b>Total</b>	<b>2384.50</b>

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**SMYRNA REST AREA**

STATEMENT OF WORK

**POSITION:** SECURITY OFFICER

**LOCATION:** Smyrna Rest Area – 5500 Dupont Parkway, Smyrna, DE 19977

**SHIFTS:** Sunday – Saturday: 10:00p.m. – 6:00a.m.

**DUTIES:**

- A. The Security Company shall maintain a central dispatch location during service hours to receive, log and process reports from Security Officers in conformance with standard operating procedures issued by the Agent. Security Officers will contact the Dispatcher from the station when they report for duty, when they complete a security round (at least every half hour), or to report an emergency or unusual occurrence. This Dispatcher shall maintain a daily service log, which shall be forwarded weekly upon completion to the Agent. The Dispatcher must be able to be directly contacted by the Agent at any time during service hours.
- B. At a minimum, Security Officers are required to:
  - 1. Patrol location facilities to prevent vandalism, loitering, trespass, solicitations and dumping on State property.
  - 2. Patrol station facilities and immediately report break-ins, light failures, flooding or other operational and safety concerns.
  - 3. Record and report unusual occurrences.
- C. Service hours and days are subject to change by the Agent in response to operational considerations.
- D. Security service at a location may be terminated without penalty by the Agent upon thirty (30) days written notice to the Security Company should there be failure of the Legislature of the State of Delaware to make sufficient funds available for the continued operation of service.

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**SMYRNA REST AREA**

STATEMENT OF WORK

**DUTIES (continued):**

- E. Security officer is to observe and report the following occurrences to the police, security officer supervisor and the appropriate Rest Area/DOT contact as issued in letter format to the winning vendor after the contract has been awarded.

Police and Fire Departments	911
Carl Bestek, Rest Area Manager	652-4440
Tom Lankford, Maintenance Superintendent	684-3456
Maria Fantini, Assistant Central District Engineer	653-0126
Vasuki Hiraesave, Central District Engineer	674-4901

1. To report anyone breaking and entering into the building (main or maintenance) or any and all vehicles within the parking lots and private vehicles in employee parking lot. When security officer is here with Rest Area personnel, he/she should check with the Rest Area Supervisor as to what doors and windows should be locked. Any doors or windows that cannot be locked shall be reported to the security officer's supervisor and the Rest Area official.
  2. Depending on the situation, call the police, supervisor and a DOT or Rest Area official immediately, if you suspect trouble. Caution and judgment is to be used to ensure your safety and the safety and security of the Rest Area facility.
  3. In the event that the Rest Area has a fire, the security officer is to sound the alarm and then call the Smyrna Fire Department immediately (DIAL 911 OR "O"). Then, call your supervisor and Rest Area Official. Do not try to fight the fire.
  4. The security officer's job is to ensure that Rest Area property and equipment can be protected by the State Police and the Smyrna Fire Departments. The security officer is the Rest Area's ears and eyes during the time he/she is on duty and is to report any unusual occurrences to these departments to ensure the safety and security of the facility. The security officer's supervisor and Rest Area official are to be notified immediately after the Police and Fire Departments.
- F. The Security Company shall provide one (1) clock and four (4) key locations. All keys shall be permanently attached to each location.
- G. The Security Company shall, on a weekly basis, furnish legible and decipherable tape from the time clock which provides the times the security officer made his/her rounds.

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**SMYRNA REST AREA**

STATEMENT OF WORK

**DUTIES (continued):**

H. REPORTING ON POST FOR SECURITY OFFICERS

1. Security Officer shall report on post at the proper scheduled time.
2. Security Officer shall patrol the Rest Area grounds and main buildings every one-half hour (1/2) and the maintenance building every hour and log times in the book. During inclement weather, officer shall wear appropriate clothing to make the stated rounds.
3. After each thirty-minute patrol, the officer shall record any occurrence on the log sheet.

**HOURLY REQUIREMENT BY LOCATION**

The below chart notes the hourly requirement for Security Officer Services for the contract year of Feb. 1, 2011 – Jan. 31, 2012.

MONTH		SMYRNA REST AREA
Feb.	2011	224
Mar.	2011	248
Apr.	2011	240
May	2011	248
Jun.	2011	240
Jul.	2011	248
Aug.	2011	248
Sep.	2011	240
Oct.	2011	248
Nov.	2011	240
Dec.	2011	248
Jan.	2011	248
<b>Total</b>		<b>2920</b>

The Rest Area reserves the right to adjust or change the hours within 30 days written notice to the Security Officer Services provider.

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**SECRETARY OF STATE, DIVISION OF CORPORATIONS – TOWNSEND BUILDING**

STATEMENT OF WORK

**POSITION:** SECURITY OFFICER

**LOCATION:** Townsend Building – 401 Federal Street, Dover, DE 19901

**SHIFTS:** Monday – Friday, excluding legal State holidays: 6:00p.m. – 12:30a.m.  
\* Hours may vary from time to time due to scheduled events or unforeseen circumstances.  
Advance notice will be given whenever possible.

A. **OVERVIEW:**

1. During the shift the security officer shall remain within monitoring range of the security station except where exempt by SOP.
2. The security officer shall not be considered off duty until all employees have left the premises for the evening. Under no circumstances will the facility be left unprotected if employees remain on the premises.
3. Security officer shall meet and greet the public as they enter the facility and security screen all persons entering the facility as required SOP.
4. Security officer shall monitor all alarm and building systems at their post. These include but are not limited to: fire alarms, panic alarms, elevator alarms, door alarms and building system alarms.
5. Security officer shall make rounds of facility.
6. Security officer shall require all visitors to the Division of Corporations to sign the established visitors log per SOP.
7. Security officer shall initiate and maintain daily report logs and report in writing any special incidents.
8. Security officer shall respond to telephone calls per SOP.
9. The security officer shall acquire a working knowledge of their assigned facility and monitor and report all discrepancies to the appropriate agency representative.

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**SECRETARY OF STATE, DIVISION OF CORPORATIONS – TOWNSEND BUILDING**

STATEMENT OF WORK

**B. DAILY ROUTINE:**

1. The security officer assigned will be stationed at the security desk on the basement floor of the building in keeping with the SOP.
2. The security officer will remain in the building until all employees have completed their business and will be responsible to secure all doors in keeping with the SOP.
3. The security officer will be expected to conduct security rounds of both the interior and exterior of the building in keeping with the SOP.

**C. PROCEDURES FOR REPORTING PROBLEMS:**

1. If mechanical problem occurs the security officer should contact the evening shift manager for Division of Corporations.
2. In an emergency the security officer should call 911 and notify the evening shift manager for the Division of Corporations.

**D. PROCEDURES FOR END OF SHIFT:**

1. Turning off all unnecessary lighting
2. Securing all exterior doors.
3. One of the two exterior checks are to be performed just before end of shift and during that period of time when employees are in the parking lot as they complete their shift and are going home for the evening.
4. At a minimum, security officer will be responsible to patrol agency facilities to prevent vandalism, loitering, trespass, theft, and safety concerns.
5. Record and report unusual occurrences.
6. Assist and inform staff and visitors.
7. The security officer will make checks throughout the work area of the building approximately every ½ hour or sooner throughout the shift. (Or sooner is defined as meaning: if non-employees enter the work area of the building the security officer will make checks between the work area and lobby every five minutes until the work area is clear). All checks made of work area will be recorded on a log sheet and submitted to the contact person at the end of each week.

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**SECRETARY OF STATE, DIVISION OF CORPORATIONS – TOWNSEND BUILDING**

STATEMENT OF WORK

**D. PROCEDURES FOR END OF SHIFT (continued):**

8. The security officer will maintain a copy of and be familiar with the evacuation plan for the building. In the event of an evacuation the security officer would assist in maintaining order and assisting employees to evacuate the building.
9. The security officer will maintain a copy of the Division of Corporations employee list for the building.
10. The security officer will maintain a list of all visitors to the office.
11. In the event the Division of Corporations is closed due to inclement weather, the contractor should monitor state mandated closing information via a radio announcement made on one of the following stations WSTW 93.7FM, WILM 1450AM, WDEL 1150AM and WJBR 99.5FM in New Castle County and WZBH 93.5FM, WAFL 97.7FM, WDSO 94.7FM and WBOC TV Channel 16 and WMDT TV Channel 47. Every effort will be made to contact the Contractor if the Division of Corporations closes for inclement weather or for any other unforeseen circumstance.
12. The Contractor will advise the Division in writing of any problems or issues related to the facility, security or equipment and will document in writing all incidents both intentional and accidental that occur on-site.
13. The Contractor will monitor the outside of the building on-foot at least twice during the shift. During inclement weather, officers shall wear proper clothing to make these rounds as indicated. After each patrol, the officer shall record on the log sheet any occurrence.
14. The security officers will report any unusual activity to the contractors Security Office and to the Division of Corporations evening shift manager.
15. The security officers are expected to provide security service for the entire building. Security Officers will sign in at the reception desk upon arriving and leaving. The evening shift manager will review the monthly invoice statement and notify the contractor if revisions are warranted. If no revisions are warranted the evening shift manager will forward the invoice to the appropriate State agency.
16. Opening procedures will include: inspect all floors for items missing or moved, trash and debris, burned out lights and anything unusual.
17. During the course of the shift the officers must observe guests discretely, for unusual behavior.
18. A sweep of all floors shall be done at least once during the shift.

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**SECRETARY OF STATE, DIVISION OF CORPORATIONS – TOWNSEND BUILDING**

STATEMENT OF WORK

**D. PROCEDURES FOR END OF SHIFT (continued):**

19. If they identify a suspicious person, the security officer will continue to watch closely and make verbal contact by asking if they can help or answer any questions. Watch the person or persons until they have left the building. Report the incident to the Division of Corporations evening shift manager and annotate the log with a written description of the person and their behavior, to include location and time of encounter. This will be useful if we need to review our camera recordings at a later date.
20. If a security officer witnesses a theft, they are to call 911 immediately and then contact the Division of Corporations evening shift manager.
21. Closing procedures include: checking restrooms, offices and storage areas for any lingering employees and double checking all doors to make sure they are locked except the Department of Education area. Their doors are to remain unlocked.
22. Security officers should report anyone breaking and entering into the building and any all vehicles within the parking lots to include private vehicles in employee parking lot. Any doors or windows that cannot be locked shall be reported to the security officer's supervisor and the Division of Corporations evening shift manager.
23. Depending on the situation, call the police, supervisor and the Division of Corporations evening shift manager immediately, if you suspect trouble. Caution and judgment is to be used to ensure your safety and the safety and security of the Division of Corporations personnel.
24. In the event that the security officer detects a fire, the security officer is to sound the alarm and then call the Fire Department immediately (DIAL 911 or "0"). Then, notify the evening shift manager, call your supervisor and the Capitol Police. Do not try to fight the fire.
25. Security officers shall be alert, physically fit, cause or aid in the apprehension of all persons guilty of misconduct by contacting the Capitol Police, and shall aid in the prosecution of said persons testifying on behalf of the State of Delaware.
26. In performance of their duties, the security officers shall note and bring to the attention of the contractors' supervisors and Agent's night shift supervisor any recommendations to enhance security, safety, and fire prevention.
27. All signs of unusual activity are to be immediately acted upon, reported as required, and logged in the log book.

**E. CERTIFICATION:**

All security officers shall be certified in CPR by the American Red Cross. The certification shall be current during their assignment to this contract.

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**HOURLY REQUIREMENT BY LOCATION**

The below chart notes the hourly requirement for Security Officer Services for the contract year of Feb. 1, 2011 – Jan. 31, 2012.

<b>MONTH</b>	<b>TOWNSEND BLDG.</b>
Feb. 2011	150.00
Mar. 2011	172.50
Apr. 2011	150.00
May 2011	157.50
Jun. 2011	165.00
Jul. 2011	150.00
Aug. 2011	172.50
Sep. 2011	157.50
Oct. 2011	150.00
Nov. 2011	142.50
Dec. 2011	157.50
Jan. 2011	157.50
<b>Total</b>	<b>1882.50</b>

STATE OF DELAWARE  
Office of Management and Budget  
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**DEL TECH COMMUNITY COLLEGE – STANTON & WILMINGTON**

STATEMENT OF WORK

**POSITION:** SECURITY OFFICER (ONE PER LOCATION)

**LOCATION:** Stanton Campus – 400 Stanton Christiana Road, Newark, DE 19713  
Wilmington Campus – 333 North Shipley Street, Wilmington, DE 19801

**SHIFTS:** Monday – Thursday: 7:00a.m. – 3:00p.m. (Stanton)  
Monday – Thursday: 3:00p.m. – 11:00p.m. (Stanton)  
Saturday: 7:00a.m. – 3:00p.m. (Stanton)  
Monday – Thursday: 7:00a.m. – 3:00p.m. (Wilmington)  
Friday: 10:00a.m. – 6:00p.m. (Wilmington)  
\* Excluding legal State holidays.

**DUTIES:**

- A. Stanton: Patrol exterior and parking lots. Saturday patrols include interior.
- B. Wilmington: Patrol exterior and parking lots at 333 N. Shipley Street and at Frawley Stadium.
- C. Additional duties may be assigned as determined by the Security Supervisor.

**HOURLY REQUIREMENT BY LOCATION**

The below chart notes the hourly requirement for Security Officer Services for the contract year of Feb. 1, 2011 – Jan. 31, 2012.

MONTH		Stanton	Wilmington
Feb.	2011	288	160
Mar.	2011	336	184
Apr.	2011	280	160
May	2011	304	168
Jun.	2011	320	176
Jul.	2011	280	160
Aug.	2011	336	184
Sep.	2011	288	168
Oct.	2011	296	160
Nov.	2011	288	152
Dec.	2011	296	168
Jan.	2011	304	168
<b>Total</b>		<b>3616</b>	<b>2008</b>

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**CONTRACT SECURITY PERSONNEL FORM**

1. The following form must be completed by all prospective officers before working in any building.
2. Submit with criminal history check obtained from State Bureau of Identification.

NAME: _____	DOB: _____
ADDRESS: _____	CITY: _____
STATE: _____ ZIP CODE: _____	SSN: _____
DRIVERS LICENSE #: _____	STATE: _____
TELEPHONE (HOME): _____	(WORK): _____
DO YOU CURRENTLY HOLD A SECURITY OFFICER LICENSE? _____	
WHAT COMPANY? _____	DATE LICENSED: _____
HAVE YOU EVER BEEN LICENSED AS A SECURITY OFFICER WITH ANY OTHER SECURITY COMPANY? _____ NAME OF COMPANY: _____	
WHEN? _____	
WHAT IS THE HIGHEST GRADE THAT YOU HAVE COMPLETED? 9 10 11 12      1 2 3 4 (COLLEGE)	
DO YOU HAVE A HIGH SCHOOL DIPLOMA OR GED? _____ YEAR: _____	
HAVE YOU EVER BEEN CERTIFIED IN FIRST AID? _____ WHEN? _____	
HAVE YOU EVER BEEN CERTIFIED IN CPR? _____ WHEN? _____	
HAVE YOU EVER BEEN CONVICTED OF A FELONY OR MISDEMEANOR? _____	
IF YES, IDENTIFY OFFENSE, DATE AND JURISDICTION (TRAFFIC OFFENSES EXCLUDED)	
_____	
SIGNATURE: _____	DATE: _____
<b>FOR STATE USE ONLY</b>	
OFFICER LICENSE: _____	DIPLOMA: _____ CPR: _____
CRIMINAL HISTORY: _____	DATE STARTED: _____

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UNARMED SECURITY OFFICER SERVICES

SITE VISIT INFORMATION

If you or a representative of your company would like a site visit of any of the facilities, you may do so by contacting the facility directly and scheduling an appointment. Though not mandatory, bidders are encouraged to take advantage of the opportunity to conduct site visits.

<b>FACILITY</b>	<b>CONTACT PERSON</b>	<b>PHONE</b>	<b>HOURS</b>
Kent County Courthouse 38 The Green Dover, DE 19901	Lt. Marshall Martine	(302) 744-4384	Mon – Fri 8:00a.m. – 4:00p.m.
Sussex County Courthouse 510 South Bedford St. Georgetown, DE 19947	Sgt. Terry Helsel	(302) 222-6646	Mon – Fri 8:00a.m. – 4:30p.m.
New Castle County Courthouse 500 N. King St. Wilmington, DE 19801	Lt. Lee Clough	(302) 255-0022	Mon – Fri 9:00a.m. – 4:00p.m.
Kent County Family Court 400 Court St. Dover, DE 19901	King Harris	(302) 672-1021	Mon – Fri 8:30a.m – 4:30p.m.
Sussex County Family Court 22 The Circle Georgetown, DE 19947	Ron Mattox	(302) 855-7454	Mon – Fri 8:30a.m. – 4:30p.m.
DCSE – New Castle Administrative Office 84A Christiana Road New Castle, DE 19720	Art Caldwell	(302) 577-4815 ext. 231	Mon – Fri 8:30a.m. – 4:30p.m.
DCSE - Kent 1120 Carroll's Plaza Dover, DE 19901	Harry Sanchez	(302) 739-5626	Mon – Fri 8:00a.m. – 4:30p.m.
DCSE - Sussex 9 Academy Street Georgetown, DE 19947	Gary Belkot	(302) 856-5045 ext. 221	Mon – Fri 8:00a.m. – 4:30p.m.
Hudson SSC 501 Ogletown Road Newark, DE 19711	Dalva Washington	(302) 283-7503	
Milford SSC 11-13NW Front Street Milford, DE 19963	Cathy Savage	(302) 422-1560	
Georgetown SSC 546 S. Bedford Street Georgetown, DE 19946	Beverly Mitchell	(302) 856-5574	

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UNARMED SECURITY OFFICER SERVICES

SITE VISIT INFORMATION

If you or a representative of your company would like a site visit of any of the facilities, you may do so by contacting the facility directly and scheduling an appointment. Though not mandatory, bidders are encouraged to take advantage of the opportunity to conduct site visits.

<b>FACILITY</b>	<b>CONTACT PERSON</b>	<b>PHONE</b>	<b>HOURS</b>
People's Plaza II, Dover 165 Commerce Way Dover, DE 19904	Cindy White	(302) 424-2420	
Belvedere State Service Center 310 Kiamensi Rd Wilmington, DE 19804	Eartha Saunders	(302) 995-8545	
Williams SSC 805 River Road Dover, DE 19901	Janet Burke	(302) 857-5007	
Milford SSC – WIC 11-13 Church Avenue Milford, DE 19963	David Miller Laureen Briody	(302) 628-2006 (302) 424-7145	Mon – Fri 8:00a.m. – 4:30p.m.
Absalom Jones Community Ctr 310 Kiamensi Rd Wilmington, DE 19804	Shaun Burke	(302) 577-8190	
Brandywine Zoo 1001 North Park Drive Wilmington, DE 19802	Nancy Falasco	(302) 571-7788 ext. 201	Sun – Sat 8:00a.m. – 4:00p.m.
Carvel Bldg. 820 N. French St. Wilmington, DE 19801	Shaun Burke	(302) 577-8190	
DNREC, Richardson & Robbins 89 Kings Hwy Dover, DE 19901	Casie Anthony	(302) 739-9000	Mon – Fri 8:30a.m. – 3:30p.m.
“Old” Court House (King St) 900 King Street Wilmington, DE 19801	Shaun Burke	(302) 577-8190	
Smyrna Rest Area 5500 Dupont Parkway Smyrna, DE 19977	Ronald Szyszkowski	(302) 653-8910	Mon – Fri 8:00a.m. – 4:30p.m.
Townsend Bldg. 401 Federal St. Dover, DE 19901	Robert Mathers	(302) 739-3077 ext. 3456 /or/ (302) 857-3456	Mon – Fri 8:00a.m. – 4:00p.m.
Del Tech – Stanton 400 Stanton Christiana Road Newark, DE 19713	Robert Jameson	(302) 453-3735	
Del Tech – Wilmington 333 N. Shipley Street Wilmington, DE 19801	John L. Mitchell	(302) 830-5233	

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**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 shall contain pre-printed forms for use by the vendor in submitting its proposal. 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.

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.

**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 the Office of Management and Budget, 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.

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**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:**

Bid Bond Waived.

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**L. 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 in a sealed package clearly marked with the name of the offeror and labeled GSS10208-SECURITY\_OFF and contain:

- One (1) paper copy labeled as "Master Copy", containing original signatures in all locations requiring an offeror signature.
- Twelve (12) CDs containing the completed proposal in Word and Pricing Spreadsheets in Excel format with your company name.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than 1:00 PM Local Time on Tuesday, September 28, 2010. 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**

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than 1:00 PM Local Time on Tuesday, September 28, 2010. Any proposal received after this date 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.

**M. PROPOSAL EXPIRATION DATE:**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through Tuesday, December 21, 2010. Delaware reserves the right to ask for an extension of time if needed.

**N. 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.

**O. PROPOSAL MODIFICATIONS:**

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal on or before the date and time for proposal submissions. 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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**P. 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.

**Q. ADDENDA TO THE RFP:**

If it becomes necessary to revise any part of this RFP, revisions will be posted at [www.bids.delaware.gov](http://www.bids.delaware.gov) and [www.gss.omb.delaware.gov](http://www.gss.omb.delaware.gov). Potential Vendors shall acknowledge in writing knowledge of all amendments, addenda and changes issued in connection with this RFP by submitting an affirmative statement.

**R. INCURRED EXPENSES:**

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

**S. 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. **DO NOT USE RING BINDERS.**

**T. 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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**U. EXCEPTIONS:**

Vendors may elect to take minor exception to the terms and conditions of this RFP by completing Attachment 1. All exceptions must be listed on Attachment 1. Exceptions listed elsewhere in a Vendor's proposal will not be considered. The Office of Management and Budget, Government Support Services will evaluate each exception according to the intent of the terms and conditions contained herein, but shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of Vendors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening. If the Vendor is taking no exceptions, Attachment 1 should be completed by indicating "none" on the form.

**V. BUSINESS REFERENCES:**

Vendor must supply at least three (3) business references consisting of current or previous customers of similar scope and value with your reply. Include name, address, telephone number, fax number, e-mail address, and a verified current contact person.

**W. DOCUMENT(S) EXECUTION:**

All vendors must complete and submit with its proposal the non-collusion statement that is enclosed with this Request for Proposal. The awarded vendor(s) will be presented with the contract form for signature. Both of these documents shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with the Office of Management and Budget, Government Support Services. To complete the execution of the contract, the awarded vendor(s) shall submit their W-9 to the following website: <http://accounting.delaware.gov>.

All questions regarding the submission of the vendor(s) W-9 should be submitted to the Delaware Division of Accounting at <http://accounting.delaware.gov/>.

**X. SUBCONTRACTS:**

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

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**Y. CONFIDENTIALITY:**

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 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.

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 Attachment 3 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.

If the Vendor does not have any documents it declares confidential or proprietary, Attachment 3 should be completed by checking the appropriate box found at the top of the attachment.

**Z. ATTACHMENTS:**

- Attachment 1 – Exceptions to Specifications (Must be submitted as part of proposal)
- Attachment 2 – Company Profile & Capabilities (Must be submitted as part of proposal)
- Attachment 3 – Confidentiality and Proprietary Information (Must be submitted as part of proposal)
- Attachment 4 – Business References (Must be submitted as part of proposal)
- Appendix A – Pricing Form Tabs 1 and 2
- Appendix B – Office of Minority and Women Business Enterprise Certification Application

**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.

**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, 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).

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**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.

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OFFICE OF MANAGEMENT AND BUDGET  
GOVERNMENT SUPPORT SERVICES  
100 ENTERPRISE PLACE, SUITE 4  
DOVER, DE 19904-8202

All proposals will be accepted at the time and place set in the RFP. Vendor bears the risk of delays in delivery. 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.

**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 10 years.
- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- g. 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.
- h. Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.

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**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.

**B. 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.

1. Rejection of individual proposals. -- A proposal may be rejected for 1 or more of the following reasons:
  - a. The person responding to the solicitation is determined to be nonresponsive or non-responsible;
  - b. It is unacceptable;
  - c. The proposed price is unreasonable; or
  - d. It is otherwise not advantageous to the State.
2. Offerors whose proposals are rejected as non-responsive shall be notified in writing about the rejection.
3. Responsibility of offerors. -- 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:
  - a. The offeror's financial, physical, personnel or other resources, including subcontracts;
  - b. The offeror's record of performance and integrity;
  - c. Any record regarding any suspension or debarment;
  - d. Whether the offeror is qualified legally to contract with the State;
  - e. Whether the offeror supplied all necessary information concerning its responsibility; and
  - f. Any other specific criteria for a particular procurement which an agency may establish (to be inserted by agency)

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**B. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR (continued):**

4. If a Vendor is determined to be non-responsible, the Vendor shall be informed in writing.

**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.

**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 § 18 – Special Provisions).
- 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.
- Describe the methodology/approach used for this project including a work plan and time line.

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**E. CRITERIA AND SCORING:**

EVALUATION CRITERIA			
		<b>PERCENTAGE</b>	<b>POINTS</b>
<b>1.</b>	<b>The qualifications and experience of security company</b>	<b>40%</b>	<b>0-40</b>
a.	Previous experience with similar contracts (this should include government as well as private sector contracts).		
b.	Business References		
c.	Company Locations		
d.	Stability of workforce. Size consistency, financial records, etc. this documentation is to include turnover rate, and wage rate paid to employees.		
<b>2.</b>	<b>Services &amp; Training</b>	<b>35%</b>	<b>0-35</b>
a.	Demonstrated ability to service the agencies as outlined in the specifications.		
b.	Overall approach in training of employees and supervisors, initial and ongoing.		
<b>3.</b>	<b>Price:</b> Overall price competitiveness compared to other vendors and current price the State is paying.	<b>25%</b>	<b>0-25</b>
<b>TOTAL SCORE</b>		<b>100%</b>	<b>100</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.

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**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.

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**V. 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.

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

**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.

**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.

**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.

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

**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.

**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.

**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.

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

**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.

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

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**B. GENERAL PROVISIONS:**

**1. INTERPRETATION OF ESTIMATES:**

- a. The attention of Vendors is called to the fact that, 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.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

**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 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 materiel 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 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.

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 or by its employees.

**7. 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.

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**8. 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.

**9. 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.

**10. 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.

**11. 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 invoice from the vendor.

**12. 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 Vendor agrees as follows:

- a. The Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, 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 Vendor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "Vendor 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.

**13. PRICES:**

Prices and/or rates shall remain firm for the initial two 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.

**14. MOST FAVORED CUSTOMER:**

The Vendor shall not offer to others prices lower than those provided in the contract, or if lower prices are offered, they must also apply to the subject contract.

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**15. PRICE ADJUSTMENT:**

If during the initial term of the contract, 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 three-year period, the Office of Management and Budget, 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.

**16. SHIPPING TERMS:**

FOB Destination, freight prepaid.

**17. QUANTITIES:**

The attention of Vendors is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of the proposals. Required quantities may be increased or decreased by any eligible agency as deemed necessary during the period of the contract.

**18. 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.

**19. PERFORMANCE BOND REQUIREMENT:**

Contractors awarded contracts are required to furnish a 100% Performance Bond in accordance with Delaware Code Title 29, Section 6927, to the State of Delaware for the benefit of Government Support Services with surety in the amount of 100% of the specific award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware. If Government Support Services bond form is not utilized, the substituted bond form must reflect the minimum conditions specified in Insert Division Bond Form.

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**20. MANDATORY INSURANCE REQUIREMENTS:**

Certificate of Insurance and/or copies of insurance policies for the following:

As a part of the contract requirements, the Vendor shall 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 Vendors shall carry Comprehensive General Liability and all other coverages listed below.

1. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

And

2. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
  - a. 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 others.
  - b. Forty-five (45) days written notice of cancellation or material change of any policies shall be required.
  - c. Before any work is done hereunder, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**Administrator, Contracting  
Government Support Services  
Contract No. GSS10208-SECURITY\_OFF  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202**

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

**21. 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) 577-8200 -- Public Service, (302) 577-8205 -- Licensing Department.

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.

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**22. 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, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or part, to the State, its employees or agents.

**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.

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.

**23. 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 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 Vendor. 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.

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**24. 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.

**25. OPPORTUNITY BUYS:**

The Director for the State of Delaware, Office of Management and Budget, Government Support Section 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 [http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity\\_buy\\_flowchart.pdf](http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_flowchart.pdf). 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.

**26. MANDATORY USAGE REPORT:**

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 Vendors.

A report shall be furnished by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The format to be followed is described herein and shall be filed within thirty (30) days from the date of completion of all contract requirements pertaining to an event. Any exception to this mandatory requirement may result in 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.

**The report shall be submitted electronically in EXCEL and sent as an attachment to [vendorusage@state.de.us](mailto:vendorusage@state.de.us) . It shall contain the six-digit department and organization code.**

- Right to request detailed information
- List green products as defined with this RFP
- Energy star products
- Second tier subcontractor spend data (supplier diversity)

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State of Delaware  
Monthly Usage Report

**State of Delaware**  
**Monthly Usage Report**

<b>Supplier Name:</b>				<b>Contract #:</b>				<b>Report Start Date:</b>				
<b>Contact Name:</b>				<b>Contract Name:</b>				<b>Report End Date:</b>				
<b>Contact Phone:</b>								<b>Today's Date:</b>				
Vendor Name	Contract Number	Agency Name or School District	Division or Name of School	Budget Code	<a href="#">UNSPSC</a>	Item Description	Contract Item Number	Unit of Measure	Qty	Contract Proposal Price/Rate	Total Spend	Month of Spend
											\$0.00	
											\$0.00	
											\$0.00	
											\$0.00	
											\$0.00	
											\$0.00	
											\$0.00	
											\$0.00	
											\$0.00	

**Note:** A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor.

The report shall be submitted electronically in **EXCEL** and sent as an attachment to [vendorusage@state.de.us](mailto:vendorusage@state.de.us) . It shall contain the six-digit department and organization code for each agency and school district.



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**27. 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, fax or computer on-line systems.

**28. 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.

**29. 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 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.

**30. 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.

**31. 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.

**32. 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 a subcontractor provided it. Subcontractors, if any, shall be clearly identified in the Vendor’s proposal.

**33. 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.

**34. ENVIRONMENTAL PROCUREMENT REQUIREMENTS:**

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.

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.

Vendors shall report all green items procured during the monthly reporting period.

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 Sensitive Procurement Policy](#).

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**35. PERSONNEL:**

- 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.

**36. MINIMUM WAGE RATES:**

Vendors should be aware that work performed under this contract may fall under the State of Delaware Minimum Wage Rates or the Delaware Prevailing Wage rates. The Vendor should contact the State of Delaware Department of Labor at 1-800-452-1589, or 302-761-8069 for current or applicable wage rate requirements.

**37. 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.
- 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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**38. TERMINATION OF CONTRACT:**

As a central contract, the contract resulting from this RFP may be terminated as follows by Government Support Services (or the issuing agency – insert agency's name here).

- 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 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.
- 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.

**39. 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.

**40. 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.

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**41. 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.

**42. 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.

**43. 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, relating to the particular goods or services purchased or acquired for the State pursuant to this contract.

**44. 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.

**45. 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.

**46. 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

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**46. GRATUITIES (Continued):**

- 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.

**47. 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.

**48. 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 his/her 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.

**49. 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.

**50. AMENDMENTS:**

This contract may be amended, in writing, by mutual agreement of the successful vendor and Government Support Services.

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**51. SUBCONTRACTS:**

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

**52. 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 Vendor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Vendor's services.

**53. 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

**54. ASSIGNMENT:**

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

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Office of Management and Budget  
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**55. NOTICE:**

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

State of Delaware  
Office of Management and Budget  
Government Support Services  
GSS10208-SECURITY\_OFF  
100 Enterprise Place, Suite 4  
Dover, DE 19904

**56. 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 dated November 2009 or in the event of a local emergency or disaster where a governmental entity other than a State Agency requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

**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.

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6. **THE CONTRACT(S):**

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

7. **INFORMATION REQUIREMENT:**

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

8. **CONTRACT EXTENSION:**

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.

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**VI. PROPOSAL REPLY SECTION for CONTRACT NO. GSS10208-SECURITY\_OFF**

**Security Officer Services - Unarmed**

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 Service by 1:00P.M., EST, Tuesday, September 28, 2010 at which time bids will be opened.

**Proposals must be mailed to:**

**State of Delaware  
Government Support Services  
Contracting Section  
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**

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STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET  
GOVERNMENT SUPPORT SERVICES  
100 ENTERPRISE PLACE, SUITE 4  
DOVER, DE 19904-8202

NO PROPOSAL REPLY FORM

**CONTRACT: GSS10208-SECURITY\_OFF    CONTRACT TITLE: Security Officer Services - Unarmed**

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

	1.	We do not wish to participate in the proposal process.
	2.	We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:
	3.	We do not feel we can be competitive.
	4.	We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
	5.	We do not wish to sell to the State. Our objections are:
	6.	We do not sell the items/services on which Proposals are requested.
	7.	Other: _____

FIRM NAME		SIGNATURE
-----------	--	-----------

		We wish to remain on the Vendor's List <b>for these goods or services.</b>
		We wish to be deleted from the Vendor's List <b>for these goods or services.</b>

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**CONTRACT NO.:** GSS10208-SECURITY\_OFF  
**TITLE:** Security Officer Services - Unarmed  
**OPENING DATE:** Tuesday, September 28, 2010

**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 submitted this date to the State of Delaware, Government Support Services.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this Request for Proposal 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, Government Support Services.

COMPANY NAME \_\_\_\_\_

Check one)	
<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE  
(Please type or print) \_\_\_\_\_

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

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

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

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

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

	(circle one)		(circle one)		(circle one)	
COMPANY CLASSIFICATIONS: CERT. NO. _____	<u>Women</u> <u>Business</u> <u>Enterprise</u> <u>(WBE)</u>	Yes	No	<u>Minority</u> <u>Business</u> <u>Enterprise</u> <u>(MBE)</u>	Yes	No
	<u>Disadvantaged</u> <u>Business</u> <u>Enterprise</u> <u>(DBE)</u>	Yes	No			

[The above table is for information 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 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 WITH YOUR PROPOSAL TO BE CONSIDERED**

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

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

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



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**Attachment 2**

GSS10208-SECURITY\_OFF  
Security Officer Services - Unarmed  
PROPOSAL REPLY SECTION

**COMPANY PROFILE & CAPABILITIES**

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 when responding to an emergency or disaster as listed in the Statement of Needs on page 5. Any non-response to any question may result in the deduction of points from your overall score.

1.	

2.	

3.	



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**Attachment 4**

GSS10208-SECURITY\_OFF  
Security Officer Services - Unarmed  
PROPOSAL REPLY SECTION

**BUSINESS REFERENCES**

Provide three references consisting of current or previous customers of similar size and scope to the State of Delaware. Include name, address, telephone no. and a contact person if possible.

1.	

2.	

3.	

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**APPENDIX A**  
**PRICING FORM TABS 1 AND 2**

Please use attached Excel document for pricing response.

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APPENDIX B

**State of Delaware**

**Office of Minority and Women Business Enterprise  
Certification Application**



**Complete application and mail to:**

Office of Minority and Women Business Enterprise (OMWBE)  
100 Enterprise Place Suite # 4Dover, DE 19904-8202Telephone: (302)739-4206 Fax: (302)739-1965  
Email: [deomwbe@state.de.us](mailto:deomwbe@state.de.us)  
Website: [www.state.de.us/omwbe](http://www.state.de.us/omwbe)

## Important Information Please Read!

### Is my firm eligible?

A minority and/or women owned business (sole-proprietorship, partnership, corporation or joint venture) must meet the following criteria:

- a) Minority groups include: African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, and Subcontinent Asian Americans.
  - b) At least 51 percent owned, controlled and actively managed by minority group members or by women.
  - c) Serving a for profit business with “useful business functions.”
- An out-of-state company must first **be certified in its home state** before it can be considered for certification in Delaware. This must be a state-level certification, if available.
  - There is no fee for processing your application. In addition, free assistance is available. If you have questions about the application or your company’s qualifications, call (302)739-4206.
  - If your business is certified by **Delaware Department of Transportation (DelDOT) City of Wilmington, Minority Supplier Development Council (MSDC), Women Business Enterprise National Council (WBENC) and located in Delaware**, there is a specialized shortened application. You must also attach a copy of your certification and mail all documents to the OMWBE.
  - Also, please note that it is extremely important to provide other certifying agency documentation. This can expedite the certification process.

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Document Request checklist

- **Unless otherwise indicated, copies of documents are sufficient.**
- **Any deficiency may delay the certification process.**
- **Certification generally takes four to six weeks.**
- **An on-site visit.** *(The OMWBE office may schedule an on-site visit once the completed application and appropriate supporting documentation have been received).*

<b>Documents to attach to your application</b>	<b>Sole Prop</b>	<b>Part/LLP</b>	<b>Corp/S-Corp</b>	<b>LLC</b>	<b>OMWBE Use</b>
Notarized Minority and Women Business Enterprise Affidavit form	Yes	Yes	Yes	Yes	
Copy of birth certificate, permanent resident card, passport or tribal memberships	Yes	Yes	Yes	Yes	
Last two years of your firm's tax returns (gross receipts). If not available, last two years W2 and/or 1099 forms for all owners, directors, officers and senior management.	Yes	Yes	Yes	Yes	
Copy of MBE/WBE certification from home state, if company headquarters are not in Delaware. (must be a state level certification, if available)	Yes	Yes	Yes	Yes	
Copies of any relevant licenses, certificates of training and degrees held by the company or its owners/employees	Yes	Yes	Yes	Yes	
Partnership Agreement, including any amendments, buy-out rights as well as any profit sharing arrangements		Yes			
Articles of Incorporation with all amendments		Yes			
Minutes of the last annual shareholders meeting		Yes			
By-laws and By-law Amendments		Yes			
Copy of most recent Stock Ledger		Yes			
Copy of Certificate of Organization				Yes	
Copy of Operating Agreement				Yes	

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**Delaware Minority and/or Women Business Enterprise Certification**

**Certification Application**

The following is the application for Minority and/or Women Business Enterprise (MWBE) certification with the State of Delaware. All questions must be answered. Please type or print clearly.

**Questions that do not apply to your firm should be marked N/A in the space provided.**

The Affidavit on page 14 must be signed and notarized by a Notary Public. Faxed copies of the Affidavit will only be accepted if the notary seal has the stamped seal with the expiration date visible. Otherwise, mail the original Affidavit with the raised seal to our office.

Please return the completed application with signature and required notarization to the address below:

**Office of Minority and Women  
Business Enterprise  
Haslet Armory  
122 William Penn Street  
Dover, DE 19901**

**Phone: (302) 739-4206**

**Fax: (302) 739-1965**

**Web site: [www.state.de.us/omwbe](http://www.state.de.us/omwbe)**

**Definitions**

**Minority and/or Women Business Enterprise**

A Minority and Women Business Enterprise is a business that is at least 51 percent owned, controlled and actively managed by minority and/or women group members who are United States citizens or persons lawfully admitted to the United States for permanent residence.

The business must be a for-profit business and currently be performing a useful function.

**Minorities** – United States citizens or permanent residents who are African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, Subcontinent Asian Americans, or as defined herein:

**African (Black) Americans.** All persons having origins from any of the Black groups of Africa and all persons having origins in any of the original peoples of the Cape Verde Islands.

**Asian/Pacific Americans.** All persons having origins from any of the original peoples of the Far East, Asia, or the Pacific Islands, including China, Japan, Korea, Samoa, Philippine Islands, and Hawaii. Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.

**Hispanic Americans.** Persons having origins from any of the Spanish-speaking peoples of México, Puerto Rico, Cuba, Central or South America, or the Caribbean Islands.

**Native Americans.** All persons having origins from the original peoples of North America and who are recognized as Native Americans by a tribe or tribal organization.

**Subcontinent Asian Americans.** All persons whose ancestors originated in India, Pakistan or Bangladesh.

**Certification** - A determination by the OMWBE that a for-profit business entity is a Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE).

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## Definitions

### Ownership

The minority or woman ownership interest in the firm must be real, substantial and continuing and shall go beyond the pro forma ownership of the business as reflected in its ownership documents. The minority and women owners shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their ownership interest as demonstrated both by an examination of the substance and form of arrangements.

### Control

Control will be exemplified by possession of the requisite knowledge and expertise to run the particular business. Control includes the authority to determine the direction of a business, including but not limited to capital investments and all other financial transactions; property acquisitions; day-to-day decisions; contract negotiations; legal matters; selection and hiring of officers, directors, and employees; operating responsibility; cost-control; income and dividend matters; and the rights of other shareholders or partners.

The minority and/or women owners must hold the highest officer position in their companies, example chief executive officer or president.

The minority and/or women must demonstrate that they possess the experience, expertise and knowledge to operate their particular types of business.

Expertise limited to office management, administration, or bookkeeping functions unrelated to the principal business activities of the company is insufficient to demonstrate control. Women and/or minority owners must also verify that they hold any licenses or certification required by the type of business in which they are engaged.

## Definitions

**Minority Business Enterprise (MBE)** - A for profit business in which at least 51% of the beneficial ownership interest and control are held by a minority or minorities. In the case of a corporation, minorities must hold at least 51% of voting interest.

**Minority & Women Business Enterprise (MWBE)** - A for-profit business in which at least 51% of beneficial interest and control is held by minority women or by an equal combination of minorities and women. In the case of a corporation, women and minorities must also hold at least 51% of voting interest.

**Women Business Enterprise (WBE)** - A for-profit business in which at least 51% of beneficial interest and control is held by women. In the case of a corporation, women must also hold at least 51% of the voting interest.

### Useful Business Function

A useful business function is one, which results in the provision of materials, supplies, equipment or services to consumers in the State. A business acting as a conduit to transfer funds to a non-minority business does not constitute a useful business function unless doing so is a normal industry practice.

### Benefits of Certification

Current certified minority and/or women owned firms are eligible to be listed in the State of Delaware Directory of Minority and Women Owned Businesses which is circulated to all state and local government agencies.

### Recertification

At the ends of three years from original certification date, firms must submit the recertification affidavit to remain actively visible in the State of Delaware's Minority and/or Women Business Enterprise database.

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Eligibility

A minority and women owned business (sole-proprietorship, partnership, corporation or joint venture) must meet the following criteria:

- a) Belong to a minority group: African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, and Subcontinent Asian Americans. (Please reference above definitions)
- b) At least 51 percent owned, controlled and actively managed by minority group members or by women.
- c) Serving a for profit business with "useful business functions." (Please reference above definitions)

Reasons for denial (please note the below may include but not be limited to)

- a) A business located in a state other than Delaware must first obtain state-level certification in its home state, if such certification is available. "Home state" is defined as the state the company's headquarters are located.
- b) All securities, which constitute ownership and/or control of a corporation for the purpose of establishing it as a MWBE, must be held directly by minorities or women. No securities held in trust, or by a guardian for a minor, shall be considered as held by a minority or women in determining the ownership or control of a corporation.
- c) If the business operations do not reflect the ownership shown on paper.

- d) Firm is not a for-profit business
- e) Firm has provided false or misleading information
- f) Control will not be deemed to exist in cases of simple majority or absentee ownership, or when a non-minority/non-female owner or employee of the firm is disproportionately responsible for its operation.
- g) The firm shall not be subject to any formal or informal restrictions through, for example through, by-laws provisions, partnership agreements, or charter requirements for cumulative voting rights or otherwise that prevents the minority and women owners, without the cooperation or vote of any owner who is not a minority or women for making a business decision of the firm.
- h) If the owners of the firm who are not minorities or women are disproportionately responsible for the operation of the firm, then the firm is not controlled by minorities and shall not be considered as MWBE within the meaning of the definition. Where the actual management of the firm is contracted out to individuals other than the owner, those person who have the ultimate power to hire and fire the managers, can, for the purpose of this
- i) The certification application was submitted incomplete.

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How to Apply

- Applications and additional information are available by calling the Office of Minority and Women Business Enterprise at (302) 739-4206 or visiting the web site [www.state.de.us/omwbe](http://www.state.de.us/omwbe)
- Complete an application for certification and provide required documentation (ethnic status of minority owner(s), financial records, on-going business activity, etc.)
- Provide access to its business facilities and key personnel for state certification on-site visit.

WHERE TO APPLY:

Submit completed applications to:  
Office of Minority and Women Business Enterprise  
Haslet Armory  
122 William Penn Street  
Dover, DE 19901

Frequently Asked Questions

Q: Does certification cost money?

A: No

Q: Are there any set asides for MWBEs?

A: No

Q: Does my certification expire?

A: At the end of three years from original certification date.

Q: Will I be notified of all procurement opportunities?

A: No, however, the OMWBE will continue to research bid opportunities and assist in your effort. We are consistently working on ways to improve communication but strongly encourage you to visit the respective resources.

Q: What is the best way to communicate with the OMWBE?

A: Email. Please check your email daily for procurement opportunities.

Q; Do I have to register with any other agency?

A: Yes. There are multiple agencies that have their own bidders list. Please check OMWBE's web site for each respective agency. For example, Government Support Services and the Department of Technology and Information have vendor registration processes.

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State of Delaware Minority and/or Women Business Enterprise Application  
*All completed applications must be returned with the appropriate requested documents listed.*

**Please type or print clearly**

OMWBE use only: Application Date:

Mail application to:  
Office of Women and Minority Business Enterprise  
Haslet Armory  
122 William Penn Street  
Dover, DE 19901

If you have any questions regarding the completion of this application, please contact us at (302) 739-4206.

**Note – This section must be filled out in its entirety for the application to be processed.  
Incomplete applications will not be processed.**

<b>1. Business Name(s), Contact Information, Federal Employee Identification Number or Social Security Number(EIN/SSN)</b>			
Legal Name of Firm:			
Doing Business As (If applicable):			
Federal E.IN or SSN:		E-Mail Address:	
Address line 1:			
Address line 2:			
City		State	Zip Code
Country			
Telephone Number:		Extension:	Fax Number:
Company Web Site Address:			
Corp <input type="checkbox"/>	LLC* <input type="checkbox"/>	S Corp <input type="checkbox"/>	Partnership <input type="checkbox"/>
LLP** <input type="checkbox"/>	Sole Proprietor <input type="checkbox"/>	Joint Venture <input type="checkbox"/>	
Date firm was established?			
Date firm began doing business (date of first contract or sale)			

\* Limited Liability Corporation

\*\* Limited Liability Partnership

<b>2. Primary owner applicant information</b>			
Name:		Title:	
Home Address:		City:	State:
		Zip Code:	Country:
Telephone Number:		Extension:	Fax Number:
E-Mail Address:			
Date owner acquired controlling interest?			
Sex: <input type="checkbox"/> M <input type="checkbox"/> F		Ethnic Group:	
U.S. Citizen or Permanent Resident: <input type="checkbox"/> No <input type="checkbox"/> Yes			

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<b>3. Firm is applying as:</b>			
<b>Minority Business Enterprise</b>		<b>Women Business Enterprise</b>	
<input type="checkbox"/> African American	<input type="checkbox"/> Asian American	<input type="checkbox"/> African American	<input type="checkbox"/> Asian American
<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Native American	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Native American
<input type="checkbox"/> Subcontinent Asian	<input type="checkbox"/> Other	<input type="checkbox"/> Subcontinent Asian	<input type="checkbox"/> White American
		<input type="checkbox"/> Other	

<b>4. Describe, in detail, what product(s) and/or services your business provides. Attach additional pages and/or the company's catalog or inventory list, if needed.</b>

<b>5. Five digit North American Industry Classification System (NAICS) Code(s): (To assist you in determining your NAICS Code(s) go to <a href="http://www.census.gov/naics">www.census.gov/naics</a>)</b>					
1.	2.	3.	4.	5.	6.

<b>6. Type of Business</b>		
<input type="checkbox"/> Building trade	<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Other
<input type="checkbox"/> Consultant	<input type="checkbox"/> Supplier	
<input type="checkbox"/> Generalized service	<input type="checkbox"/> Highway Construction	
<input type="checkbox"/> Licensed professional services		

<b>7. Provide the following information for: 1) all business owners, 2) corporate directors (if incorporated), 3) officers, and 4) senior management. If more space is needed, attach additional pages.</b>				
Name	Title	Date Appointed	Gender	Ethnicity
<b>Officers of the Company</b>				
<b>Board of Directors</b>				

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**8. Is any owner or board member of the business, an owner or former owner of another firm engaged in the same or similar type of enterprise?**

No                       Yes *(If yes, identity below)*

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**9. Are there any written, oral, or implied agreements between persons associated in any manner with the firm concerning its ownership and/or operation? (check one)**  No     Yes

**10. Please list the gross receipts of last two years**

(A) Year Ending:	Gross Receipts:
------------------	-----------------

(B) Year Ending:	Gross Receipts:
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**11. Number of employees**

Full time:

Part time:

Seasonal (approximate):

**12. List names and titles of persons who perform the following functions. If more than one, indicate what percent each person handles.**

	Name	Ethnicity	Gender
Financial Decisions			
Estimating & Bidding			
Negotiating & Contract Execution			
Personnel Management			
Field/Production Operations Supervisor			
Office Management			
Marketing/Sales			
Purchasing of Major Equipment			
Authorized to Sign Company Checks (for any purpose)			

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<b>13. Identify persons or firms who provide Legal, Accounting, and Banking services:</b>		
<b>Attorney:</b>		Contact:
Phone:	Fax:	Email:
Address:		
<b>Accountant:</b>		Contact:
Phone:	Fax:	Email:
Address:		
<b>Bank:</b>		Contact:
Phone:	Fax:	
Address:		

<b>14. If the business is a corporation or LLC, please list the following information:</b>
a. Total shares authorized:
b. Total shares issued to date:
c. Are there any restrictions that limit the voting rights of ethnic minority group members, who are shareholders, within the By-laws or Articles of Incorporation, or any other documents? <input type="checkbox"/> No <input type="checkbox"/> Yes <i>(If yes, please explain below)</i>

<b>15. List the three largest contracts or sales completed by the firm during the last three years. List each customer's name and company or organization, the dollar amount of each contract or sale, and the date completed. If any are subcontracts, provide the name of the firm to which you subcontracted.</b>		
<b>1. Company or Individual:</b>		
Address, City, State:		
Phone:	Fax:	Email:
Description & Amount:		
<b>2. Company or Individual:</b>		
Address, City, State:		
Phone:	Fax:	Email:
Description & Amount:		
<b>3. Company or Individual:</b>		
Address, City, State:		
Phone:	Fax:	Email:
Description & Amount:		

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**16. Has this firm or other firm(s) owned by any of its current owners or officers ever been denied certification by the OMWBE or any other certifying entity (check one)?**  No;  Yes *(If yes, provide the name of the certifying organization and the reason(s) given for denial, below. Attach copies of any relevant documents (letters, appeal documents, etc.).*

**17. Debarment**

**Is this company, or any other company owned in full or part by any of this company's owners and/or officers, currently debarred from doing business with the State of Delaware?**  No;  Yes.

**18. Is the Business certified as a M/W/BE with any other certifying agency? If yes, provide the name(s) of the certifying organization(s), below, and attach letters or other documents verifying such certification.**

No  Yes

Name	Date Certified	Expiration Date
a.		
b.		
c.		
d.		
e.		
f.		

**19. How did you hear about the Office of Minority and Women Business Enterprise:**

- |  |   |
|--|---|
| <input type="checkbox"/> OMWBE staff speak at an event sponsored by another organization | <input type="checkbox"/> OMWBE staff at a trade show or expo    |
| <input type="checkbox"/> OMWBE's web site  | <input type="checkbox"/> Materials published by OMWBE           |
| <input type="checkbox"/> Referred by another organization                                | <input type="checkbox"/> Referred by the owner of an MBE or WBE |
| <input type="checkbox"/> Delaware state employee   | <input type="checkbox"/> Other, please explain briefly:         |

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**Optional Questions**

You are not required to answer the following questions and the answers will not affect your company's eligibility for certification. However, the answers will help OMWBE to identify business opportunities that may be suited to your company. Answers may be estimated; exact figures aren't necessary.

<b>For all companies</b>
How many years has your company been conducting business with you as owner?
How many contracts, subcontracts, and/or sales has your company completed during the last 12 months?
What is the largest contract, subcontract, or sale your company completed in the past 24 months?
Has your company done any business with government? <input type="checkbox"/> No; <input type="checkbox"/> Yes
If yes, what level of government (check all that apply): <input type="checkbox"/> Federal; <input type="checkbox"/> State; <input type="checkbox"/> Local
Has your company done any business with government in the State of Delaware? <input type="checkbox"/> No; <input type="checkbox"/> Yes
Number of government contracts, subcontracts, or sales completed (estimate):
<b>For Construction-Related Companies Only (not including suppliers of construction materials)</b>
What is your company's bonding capacity? \$ _____ (indicate "unknown" if you do not know)
What % of your business is direct contracting?
What % of your business is subcontracting?

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**State of Delaware Minority and/or Women Business Enterprise Affidavit**

Hereafter, "the Business" refers to

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Business Name

I understand the illegal nature of receiving public or private funds or other property as a consequence of false representation as to the minority status of the business and do herein certify under penalty imposed by Delaware statutes that the information provided is correct and said information herein may be used for the purposes of certifying the business as a Minority and/or Women Business Enterprise. Any false representation will be grounds for denying certification or initiating decertification in the future.

I agree to make available for inspection to the MWBE office any such materials that may be required to substantiate the degree of minority and women ownership and control of the business. I agree to arrange for on-site inspections of the business' facilities in order to verify information provided in this document.

I agree to provide written information relative to any future change in ownership and/or management of the business to the MWBE office within two weeks of the occurrence of the change. I acknowledge that failure to timely submit required change of status documentation might result in the decertification of the business.

I understand that the certification expiration is three years following the initial date of certification. I further understand that the business must apply for recertification prior to the expiration.

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Type or Print Name of Owner

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Signature of Owner

Date

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Title

Subscribed and sworn to before me this \_\_\_\_\_ day of

\_\_\_\_\_ a.d.

Month, Year

Signed \_\_\_\_\_

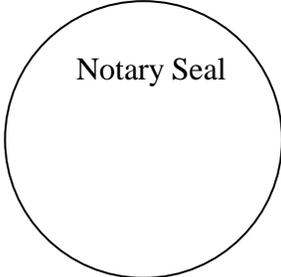
NOTARY PUBLIC IN AND FOR THE

County of \_\_\_\_\_

State \_\_\_\_\_

My Commission Expires \_\_\_\_\_

Date



Notary Seal