

STATE OF DELAWARE EXECUTIVE DEPARTMENT OFFICE OF MANAGEMENT AND BUDGET

November 16, 2010

TO:	ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER FIRE COMPANIES AND POLITICAL SUBDIVISIONS
FROM:	COURTNEY MCCARTY STATE CONTRACT PROCUREMENT OFFICER II 302-857-4557
SUBJECT:	AWARD NOTICE – ADDENDUM #13, Effective February 1, 2014 CONTRACT NO. GSS10208-SECURITY_OFF SECURITY OFFICER SERVICES - UNARMED

TABLE OF CONTENTS OF KEY CONTRACT INFORMATION

1.	MANDATORY USE CONTRACT:	. 2
2.	CONTRACT PERIOD:	. 2
	VENDORS:	
	SHIPPING TERMS:	
	DELIVERY AND PICKUP:	
	PRICING:	
	DITIONAL TERMS AND CONDITIONS	



Contract No.: GSS10208-SECURITY_OFF

KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

(Return to Table of Contents)

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

2. **CONTRACT PERIOD**:

(Return to Table of Contents)

Each contractor'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) additional one (1) year period through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

This contract has been extended one year through January 31, 2014.

This contract has been extended one month through February 28, 2014.

3. VENDORS:

(Return to Table of Contents)

J. R. GETTIER & ASSOCIATES, INC.

D/B/A GETTIER SECURITY

2 Centerville Road

Wilmington, DE 19808

Contact: Louis Manerchia

Security Guard, Inc.

T/A Gettier Security

1142 E. Chestnut Avenue

Vineland, NJ 08360

Contact: Daniel Coe

Phone: (302) 652-2700 collect
Phone: (302) 652-2700 collect

 Fax: (302) 225-0367
 Fax: 856-691-0067

 Email: lmanerchia@gettier.com
 Email: lmanerchia@gettier.com

FSF: 0000026695 FSF: 0000158131

Transfer of ownership of Gettier Security from J.R. Gettier & Associates, Inc. to Security Guard, Inc. effective December 28, 2012.

4. SHIPPING TERMS:

(Return to Table of Contents)

Not applicable.

5. <u>DELIVERY AND PICKUP</u>:

(Return to Table of Contents)

As required.

6. PRICING:

(Return to Table of Contents)

Prices will remain firm for the term of the contract year.

	-	
ITEM	LOCATION	PRICE PER HOUR
01	New Castle County Courthouse	\$12.32
02	Kent County Courthouse (remove effective 06/06/11)	\$12.32
03	Sussex County Courthouse (remove effective 10/14/11)	\$12.32
04	Kent County Family Court	\$12.32
05	Sussex County Family Court	\$12.32
06	Div. of Child Support Enforcement - NC	\$12.32
07	Div. of Child Support Enforcement - KC	\$12.32
08	Div. of Child Support Enforcement - SC	\$12.32
09	Hudson SSC	\$12.32
10	Georgetown SSC	\$12.32
11	Milford SSC	\$12.32
12	People's Plaza II, Dover	\$12.32
13	Belvedere State Service Center	\$12.32
14	Williams SSC	\$12.32
15	Milford SSC – WIC	\$12.32
16	Absalom Jones CC	\$12.32
17	Brandywine Zoo	\$12.32
18	Carvel Bldg.	\$12.32
19	DNREC, Richardson & Robbins Bldg.	\$12.32 \$12.32
20	900 King Street	\$12.32 \$12.32
21	Smyrna Rest Area	\$12.32
22	-	\$12.32 \$12.32
23	Townsend Bldg.	·
23	Del Tech - Wilmington Del Tech - Stanton	\$12.32 \$12.32
25	Dept. of Labor - Disability Determinations Srvc.	\$12.32 \$12.32
		·
26	Del Tech - Christiana (Industrial Training Center)	\$12.32 \$12.32
27	Northeast SSC (Transferred effective 02/01/12)	\$12.32 \$12.32
28	Porter SSC (Transferred effective 02/01/12)	\$12.32
29	Department of Labor – Pencader (effective 03/26/12)	\$12.32 \$12.32
30	Department of Labor – Georgetown (effective 03/26/12)	\$12.32
31	Kent County Levy Court (effective 07/02/12)	\$12.32
32	Capitol District - Central Middle (remove effective 04/29/13)	\$12.32
33	Capitol School District – Dover High (effective 01/02/13)	\$12.32
34	New Castle County (effective 04/29/13)	\$12.32

ADDITIONAL TERMS AND CONDITIONS

(Return to Table of Contents)

7. BILLING

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

8. PAYMENT

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

9. PRODUCT SUBSTITUTION

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

10. ORDERING PROCEDURE

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

11. 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.

12. <u>HOLD HARMLESS</u>

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

13. NON-PERFORMANCE

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

14. FORCE MAJEURE

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

15. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

16. 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).

17. <u>VENDOR RESPONSIBILITY</u>

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.

18. <u>TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS</u>

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. <u>Termination for Cause</u> 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.** <u>Termination for Convenience</u> 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. <u>Termination for Non-Appropriations</u> 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.

19. 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.

20. 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.

21. TERMINATION OF CONTRACT

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

- a. <u>Termination for Cause</u> 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. <u>Termination for Convenience</u> 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. <u>Termination for Non-Appropriations</u> 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.

22. AMENDMENTS

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

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.

Contract No.: GSS10208-SECURITY_OFF

C. <u>DEFINITIONS</u>

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 <u>licensed</u> 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.

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.

Contract No.: GSS10208-SECURITY OFF

- **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.

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

Contract No.: GSS10208-SECURITY_OFF

- 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
- I. 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.

G. <u>SECURITY OFFICER UNIFORM AND APPEARANCE</u>

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 <u>NOT</u> 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. <u>ASSIGNMENT OF SECURITY OFFICERS</u>

- 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.

Contract No.: GSS10208-SECURITY_OFF

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.
- **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. <u>SECURITY OFFICER LOGS</u>

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.

Contract No.: GSS10208-SECURITY_OFF

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.

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.

Contract No.: GSS10208-SECURITY OFF

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 15th 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.
- **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.
- **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.

Contract No.: GSS10208-SECURITY_OFF

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.

O. HOLIDAY PAY

The contractor shall assume all costs for holiday pay.

P. SITE SPECIFIC SPECIFICATIONS

A complete list of Site Specific Specifications can be found in the original RFP. Site Specifications included in the Award Notice Addendums will be for those locations added to the contract.

Contract No.: GSS10208-SECURITY_OFF

Department of Labor - Disability Determinations Service

STATEMENT OF WORK

POSITION: SECURITY OFFICER

LOCATION: 920 W. Basin Rd., Suite 300

New Castle, DE 19720

SHIFTS: 8:00 AM – 4:30 PM: Monday through Friday

* Excluding State Holidays

DUTIES:

At a minimum, Security Officers for Disability Determinations Service will be responsible to:

1. Remain vigilant and protect personnel and equipment from threats.

- 2. Record visitors to the building on a sign-in/sign-out sheet, and report unusual occurrences in the work area to the DDS contact person as soon as possible.
- 3. Assist and inform clients, staff, and visitors.
- 4. Other duties as outlined in the DDS Handbook for Security Officers.

The Pencader and Georgetown Department of Labor locations have been added to the above requirements, effective 03/26/12. The additional sites have the same shift and duty requirements.

Contract No.: GSS10208-SECURITY_OFF

DTCC – Industrial Training Center

STATEMENT OF WORK

POSITION: SECURITY OFFICER

LOCATION: 97 Parkway Circle

New Castle, DE 19720

SHIFTS: 7:00 AM – 11:30 PM: Monday through Thursday

7:00 AM - 6:00 PM: Friday

DUTIES:

At a minimum, Security Officers for DTCC – Industrial Training Center will be responsible to:

- 1. Officer is stationed in the main entrance Public Safety Office.
- 2. Records all visitors and issues ID's to students enrolled in classes.
- 3. Monitors cameras and alarm systems.
- 4. Provides assistance to the Public Safety Department and reports any problems to the Public Safety dispatch center.
- 5. Maintain the Public Safety Office; answer the phones; monitor the cameras and periodically walk through the facility.
- 6. Procedures for Reporting Problems: Contact the Public Safety dispatcher at the Stanton campus in the event of any problems. Major emergencies, immediately contact the 911 center.
- 7. Procedures for End of Shift: Department of Public Safety personnel will respond to the ITC building and handle the closing.
- 8. Department of Public Safety Dispatch (302) 454-3938/3911

Northeast and Porter State Service Centers

STATEMENT OF WORK

The above SSC locations have been added to the SSC security requirement effective February 1, 2012.

LOCATION/DAY	START TIME	END TIME	HOURS PER DAY	
Northeast SSC				
Monday – Friday (2 officers per shift)	7:30 a.m.	5:00 p.m.	9.5	
Porter SSC				
Monday – Friday	7:30 a.m.	3:30 p.m.	8.0	

Contract No.: GSS10208-SECURITY_OFF

Kent County Levy Court

STATEMENT OF WORK

POSITION: SECURITY OFFICER

LOCATION: Kent County Levy Court Administrative Complex

555 Bay Road Dover, DE 19901

SHIFTS: Hours:

Monday - Thursday, 7:30 a.m. - 11:30 p.m.

Friday, 7:30 a.m. - 5:30 p.m.

Saturday, 10:00 a.m. – 2:00 p.m., when weddings or special events scheduled

* If a special date like Valentine's Day or New Year's Eve falls on a Sunday or a scheduled State holiday, the County will make special arrangements with the vendor.

Name	Sat.	Mon.	Tues.	Wed.	Thurs.	Fri.
S/O #1	Off	7:30a-	7:30a-	7:30a-	7:30a-	7:30a-
unarmed		4:30p	4:30p	4:30p	4:30p	11:30a
S/O #2	10:00a-	4:30p-	4:30p-	4:30p-	4:30p-	11:30a-
armed/unarmed	2:00p	11:30p	11:30p	11:30p	11:30p	5:30p

A. **DUTIES**:

At a minimum, Security officers for Kent County Levy Court will be responsible to:

- 1. Greet visitors to the building and provide information about office locations within the Complex or to outside agencies/buildings, if such information is known.
- 2. Monitor building video cameras for threatening type conduct and respond as specialized training requires.
- 3. Insure that visitors pass through metal detection devices and do not bring weapons or contraband into the building.
- 4. Examine handbags, briefcases, packages, and similar items via electronic screening or visual search for weapons or destructive devices.
- 5. Record and report unusual occurrences in the work area to the DCSE contact person as soon as possible.
- 6. Escort individuals to personal vehicles during periods of darkness upon request.

B. **LOCATION SPECIFICS**:

Kent County Administrative Complex

- May be working with a volunteer greeter at the security counter.
- When entering building on Saturdays may have to disarm building alarm.
- When leaving the building on Saturdays, verify that all visitors have exited the building, unless authorized to be in the building and set building alarm if last to leave.

C. **CONTACTS:**

- a. Routine or building issues Dick MacDonald at 744-2357 (after hours 363-0244)
- b. Contract matters Allan Kujala at 744-2311
- c. Emergency situations Mike Petit de Mange at 744-2305 (after calling 9-1-1) (if incident occurs after hours, ask 9-1-1 to contact the County Administrator)

Contract No.: GSS10208-SECURITY_OFF

Capital School District

STATEMENT OF WORK

POSITION: SECURITY OFFICER

LOCATION: Central Middle School

211 Delaware Avenue Dover, DE 19901

SHIFTS: Monday through Friday when school is in session

* 7:15 am to 3:15 pm

A. **DUTIES**:

At a minimum, Security officers for Capital School District will be responsible to:

- 1. Greet people at the front door
- 2. Ensure that they enter the main office to sign in and receive a Visitor's Pass
- 3. Help visitors find their way to their destination
- 4. Record visitors to the building on a sign-in/sign-out sheet, and report unusual occurrences in the work area to the contact person as soon as possible.
- 5. Assist and inform clients, staff, and visitors.

B. LOCATION SPECIFICS:

Security officer will be positioned by the front door throughout the day.

C. OTHER SPECIFICS:

- 1. Daily Routine: See duties above
- 2. Procedures for Reporting Problems: will contact the main office using the CMS issued walkie talkie
- 3. Contacts (Site & Contract Specs): Darren T. Guido, Ed. D., CMS building principal
- 4. Certifications req'd (CPR, First Aid, AED)
- 5. Central Middle School reserves the right to adjust/change hours or terminate coverage within 30 days written notice to the Security Officer Services provider.
- 6. Coverage to start effective 01/02/13. Coverage discontinued effective April 29, 2013.

Contract No.: GSS10208-SECURITY_OFF

Capital School District

STATEMENT OF WORK

POSITION: FOUR (4) SECURITY OFFICERS

LOCATION: Dover High School

One Pat Lynn Drive Dover, DE 19904

SHIFTS: Monday through Friday when school is in session (180 days a year)

* 7:15 am to 3:15 pm

A. **DUTIES**:

At a minimum, Security officers for Capital School District will be responsible to:

- 1. Greet people at the front door
- 2. Ensure that they enter the main office to sign in and receive a Visitor's Pass
- 3. Help visitors find their way to their destination
- 4. Record visitors to the building on a sign-in/sign-out sheet, and report unusual occurrences in the work area to the contact person as soon as possible.
- 5. Assist and inform clients, staff, and visitors.
- 6. Check IDs at the security check point
- 7. Escort students to office from class
- 8. Be Cafeteria Duty

B. LOCATION SPECIFICS:

- Location A- Security officer will be positioned by the front door throughout the day
 - Require Greet people at the front door
 - Ensure that they enter the main office to sign in and receive a Visitor's Pass
 - Help visitors find their way to their destination
 - 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.
- Location B- Security Officer will be positioned at the Security Check Point
 - Check IDs at the security check point (100% check)
 - Give directional information to visitors (parking, entrance to the school)
 - Check students exiting the school for Early Release
- Locations C & D—Security Officers will be positioned inside the school
 - Walk around the hallways to ensure that students are in class, have a pass, or are not wandering
 - Escort students to and from the offices as requested by an administrator
 - Be on cafeteria duty during all three lunches

C. OTHER SPECIFICS:

- 1. Daily Routine: See duties above
- 2. Procedures for Reporting Problems: will contact the main office using the DHS issued walkie talkie
- 3. Contacts (Site & Contract Specs): Evelyn Edney, DHS building principal
- 4. Certifications req'd (CPR, First Aid, AED)
- 5. Dover High School reserves the right to adjust/change hours or terminate coverage within 30 days written notice to the Security Officer Services provider.
- 6. Coverage to start effective 01/02/13.

Contract No.: GSS10208-SECURITY_OFF

New Castle County Government Libraries

STATEMENT OF WORK

POSITION: UNARMED SECURITY OFFICER

LOCATION: Claymont Library – 3303 Green Street, Claymont, DE, 19703

Bear Library – 101 Governors Place, Bear DE, 19701

Woodlawn Library – 2020 W. 9th Street, Wilmington, DE, 19805

SHIFTS: Claymont Library - 6 hours a week

Wed 8:30 - 2:30

Bear Library - 26 hours a week

Mon: 4-9pm Tues: 4-9pm Wed: 4-9pm Sat: 10-5pm Sun: 1-5pm

Woodlawn Library - 32 hours a week

Mon: 2-9pm Tues: 2-9pm Wed: 2-9pm Sat: 10-5pm Sun: 12-5pm

<u>DUTIES</u>: Assist and inform clients, staff, and visitors.

The security officer shall acquire a working knowledge of their assigned facility and monitor and report all discrepancies to the appropriate agency representative.

Contract No.: GSS10208-SECURITY_OFF

New Castle County Government Special Events

STATEMENT OF WORK

POSITION: UNARMED SECURITY OFFICER

LOCATION: BANNING PARK PLATINUM PICNIC

CAROUSEL PARK SLEEP UNDER THE STARS ROCKWOOD PARK SLEEP UNDER THE STARS GLASGOW PARK SLEEP UNDER THE STARS

SHIFTS: BANNING PARK PLATINUM PICNIC

ONE OFFICER - 06/04/13 FROM 3:00 - 11:00 PM

ONE OFFICER - 06/04/13 FROM 11:00 PM TO 7:00 AM

SLEEP UNDER THE STARS

1ST EVENT DATE: MAY 11, 2013 LOCATED @ CAROUSEL PARK 2ND EVENT DATE: JUNE 1, 2013 LOCATED @ ROCKWOOD PARK 3RD EVENT DATE: JUNE 15, 2013 LOCATED @ GLASGOW PARK

ONE OFFICER - FROM 3:00 - 11:00 PM EACH EVENT

ONE OFFICER - FROM 11:00 PM TO 7:00 AM EACH EVENT

DUTIES: Assist and inform clients, staff, and visitors.

The security officer shall acquire a working knowledge of their assigned facility and monitor and report all discrepancies to the appropriate agency representative.

The security officer will ensure that the park is patrolled on a regular basis.

Security officer will not leave his/her post until relieved by replacement officer or New Castle County representative.