



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

June 21, 2011

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

FROM: Courtney McCarty
STATE CONTRACT PROCUREMENT OFFICER
302-857-4557

SUBJECT: **AWARD NOTICE – ADDENDUM #1**, Effective July 1, 2011
CONTRACT NO. GSS10363-ARMEDSECURITY
Security Officer Services - Armed

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KEY CONTRACT INFORMATION**

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

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REF: Title 29, Chapter 6911(d) Delaware Code. 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.

2. CONTRACT PERIOD

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Each Vendor's contract shall be valid for a one (1) year period from July 1, 2011 through June 30, 2012. Each contract may be renewed for three (3) one (1) year periods through negotiation between the Vendor and 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.

3. VENDOR

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J. R. GETTIER & ASSOCIATES, INC.
D/B/A GETTIER SECURITY
2 Centerville Road
Wilmington, DE 19808
Contact: Louis Manerchia
Phone: (302) 652-2700 collect
Fax: (302) 225-0367
Email: lmanerchia@gettier.com
FSF: 0000026695

4. SHIPPING TERMS

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FOB Destination, freight prepaid.

5. PRICING

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

Hourly Requirements and Rates can be found at the end of this document.

ADDITIONAL TERMS AND CONDITIONS

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6. 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.

7. PAYMENT

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.

8. INVOICES

1. Payment of Invoices

- a. The Security Company shall submit invoices by the tenth of the month for the month preceding that indicate expenditures. The Security Company may use its own expenditure format, as long as it provides expenditure information for each facility site and shift.
- 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 Security Company'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 Security Company 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 Security Company shall produce any and all backup documentation within 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.
- d. 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 an equitable adjustment of the Contract Security Officer Service charges to fairly reflect the reduced value of its services. The adjustments will not exceed the proposed hourly wage rate.
- 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 officers 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 of conducting a proper background investigation of all Security Officers assigned, including educational requirement.
- h. The State having to utilize State personnel to provide security when the Contractor fails to do so under the provisions of this contract.
- i. The Security Company fails to adequately trained extra or replacement security officers as specified by the specifications.
- j. Security Officers asleep on post or excessive telephone misuse.

9. **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.

10. **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.

11. REQUIREMENTS

This contract will be issued to cover the Armed Security Services requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Department.

12. HOLD HARMLESS

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

13. NON-PERFORMANCE

In the event the 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.

14. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.

- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

15. REQUIRED REPORTING

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

A Usage Report (Attachment 8) shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The reports (Attachment 8) shall be submitted electronically in EXCEL and sent as an attachment to vendorusage@state.de.us. It shall contain the six-digit department and organization code. 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.

In accordance with Executive Order 14 – Increasing Supplier Diversity Initiatives within State Government, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by a minority and/or women owned business (MWBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the MWBE, MWBE contact information (phone, email), type of product or service provided by MWBE and any MWBE certifications for the subcontractor (State MWBE certification, Minority Supplier Development Council, Women’s Business Enterprise Council). The format used for this 2nd Tier report is found in Attachment 9.

2nd tier reports (Attachment 9) shall be submitted to the contracting Agency’s Supplier Diversity Liaison found at: http://gss.omb.delaware.gov/omwbe/docs/sdc/mwbe_liaisons.xls and the OMWBE at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

16. 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.

17. 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.

18. HOURLY BILLING RATES

The hourly rate submitted as the base price to the Bid shall be 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 guards 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 deletions 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, materials and supplies normally used, use of any equipment and the contractor's overhead and profit.

19. HOLIDAY PAY

The contractor shall assume all costs for holiday pay.

20. 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.

ARMED SECURITY OFFICER SERVICES

A complete copy of Appendix A – Scope of Work Details can be found in the RFP.

Hourly Requirement by Location

The Security Company is responsible for providing one (1) Armed Security Officer at each site during specified hours.

NEW CASTLE COUNTY			
LOCATION/DAY	START TIME	END TIME	HOURS PER DAY
JP Court 11			
Saturday & Sunday	12:00 a.m.	12:00 a.m.	24.0
JP Court 20			
Saturday & Sunday	12:00 a.m.	12:00 a.m.	24.0
KENT COUNTY			
LOCATION/DAY	START TIME	END TIME	HOURS PER DAY
JP Court 7			
Saturday	8:00 a.m.	4:00 p.m.	8.0
	4:00 p.m.	12:00 a.m.	8.0
Sunday	4:00 p.m.	12:00 a.m.	8.0
SUSSEX COUNTY			
LOCATION/DAY	START TIME	END TIME	HOURS PER DAY
JP Court 2			
Wednesday, Thursday & Friday	4:00 p.m.	12:00 a.m.	8.0
JP Court 3			
Friday, Saturday & Sunday	4:00 p.m.	12:00 a.m.	8.0
Thursday – Sunday	12:00a.m.	8:00 a.m.	8.0
JP Court 4	No Longer Requires Services		
STATE SERVICE CENTERS			
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

Security Officers may be requested to start ½ hour before shift start and stay ½ hour after shift ends. This will be at the discretion of the individual location. The Security Company will be compensated at the contract price for any additional time worked.

The Agency will give the Security Company a minimum of six (6) hours notice of any changes in the work schedule. The Contractor shall not bill for hours not worked when sufficient notice has been provided.

The Agency(s) reserves the right to adjust or change the hours within 30 days written notice to the Security Officer Services provider.

Hourly Rate by Location

LOCATION	JR Gettier & Assoc.
Sussex - JP Court 2	\$16.95
Sussex - JP Court 3	\$16.95
Sussex - JP Court 4	\$16.95
Kent - JP Court 7	\$16.95
New Castle - JP Court 11	\$16.95
New Castle - JP Court 20	\$16.95
Northeast State Service Center	\$16.95
Porter State Service Center	\$16.95