



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

December 30, 2013

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 #2** (Effective February 1, 2014)
CONTRACT NO. GSS14208-SECURITY_OFF
SECURITY OFFICER SERVICES - UNARMED

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KEY CONTRACT INFORMATION**

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

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

2. CONTRACT PERIOD

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Each contractor’s contract shall be valid for a one (1) year period from February 1, 2014 through January 31, 2015. 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.

3. VENDORS

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Sunstates Security, LLC
801 Corporate Center Dr., Suite 110
Raleigh, NC 27607
FSF: 0000195465
POC Information

Dan Roddy PH: 302-652-4282 EM: DRoddy@SunstatesSecurity.com	Carol Lescas PH: 302-652-4282 EM: Clescas@SunstatesSecurity.com
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4. SHIPPING TERMS

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F.O.B. destination; freight pre-paid.

5. PRICING

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

Refer to Appendix C for contract rates by location.

ADDITIONAL TERMS AND CONDITIONS

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6. BILLING

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

7. PAYMENT

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

8. PRODUCT SUBSTITUTION

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

9. ORDERING PROCEDURE

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

10. REQUIREMENTS

This contract will be issued to cover the Security Officer Services – Unarmed requirements for the State of Delaware.

11. 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.

12. 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.

13. 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.

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>.

APPENDIX A – SCOPE OF WORK

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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.

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.

Unless prohibited by applicable law, 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, AED and First Aid by the American Red Cross.
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.

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 security officers shall be borne by the Security Company. **Some Sites may require a more detailed training prior to an officer covering a location for the first time. Refer to Statement of Work for additional training requirements, where applicable.**

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.

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. Within five (5) days after the award of this contract, the contractor shall submit (in writing) to the State of Delaware Contract Officer, the names, social security numbers, birth dates and copies of current licenses of all employees who will be working under this agreement. The same information for new employees shall be submitted ten (10) working days prior to their scheduled starting date.

2. Prior to start of any work, The Security Company shall furnish to the appropriate agent, the age and qualifications and **copy of current licenses** 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. **The Site Supervisor reserves the right to interview candidates prior to a placement being approved.**
3. The Security Company shall not reassign an employee without the approval of the appropriate Agency.
4. 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.
5. 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.
6. The Agent has the authority to set and/or change shift assignments of the Security Company at any time such change is deemed necessary.
7. 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.
8. Replacement security officers shall be trained in all aspects of the required duties to the satisfaction of the Agent.
9. Security Officers will be expected to work a post until a replacement/substitute officer can report. Security Officers shall not leave their post until properly relieved of their duties.
10. 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.
11. 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.
12. 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.

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.
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.
3. Contractor shall maintain time sheets, training attendance records, required certifications, drug testing 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.
4. The Security Company shall explain in detail the process for handling call outs and/or no shows to ensure coverage is provided as required for each site; including having ample back-up staff trained in one or more locations to ensure coverage is provided by someone familiar with the site and their requirements.
5. The Security Company shall explain in detail the process for screening Security Officers. Screening is to include experience, certifications, drug testing, etc. as well as the initial process and any follow-up screening procedures. Please note the State reserves the right to request a Security Officer be submitted to a random drug screening.

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.
- 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.** 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 Agencies that require coverage outside of Monday through Friday 7:30am to 5:30p.m.
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.

APPENDIX B – SITE SPECIFIC STATEMENT OF WORKS

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The following pages detail the statement of works for each location added/modified/removed throughout the term of the contract. Complete requirements included in the original solicitation can be found in the Request for Proposal document.

- Award Notice includes the addition of several locations for the Delaware National Guard, effective with the award of this contract – February 1, 2014.

**Delaware Army National Guard
Statement of Work**

POC for all locations is Command Sergeant Major Mike Fields: 302-357-7979

Location: Joint Forces Headquarters; First Regiment Road, Wilmington, DE 19808

Shift: 3 Security Officers; All operational days the Guard works (typically Monday-Friday, 0630-1700 and monthly weekend drill periods)

Duties: Front Lobby Access Control; Gate Access Control; Camera/Proximity Card Station Monitoring; Roving Foot Patrol

Location: Army Aviation Support Facility; 41 Corporate Circle, New Castle, DE 19720

Shift: 2 Security Officers; All operational days the Guard works (typically Monday-Friday, 0630-1700 and monthly weekend drill periods)

Duties: Gate Access Control/Roving Foot Patrol

Location: United States Property and Fiscal Office/River Road Training Site; 1161 and 1197 River Road, New Castle, DE 19720

Shift: 2 Security Officers; All operational days the Guard works (typically Monday-Friday, 0630-1700 and monthly weekend drill periods)

Duties: Gate Access Control

Location: Regional Training Institute/Bethany Beach Training Site; 163 Scannell Boulevard, Bethany Beach, DE 19930

Shift: 2 Security Officers; 24 hours a day/ 7 days a week

Duties: Gate Access Control/Roving Foot Patrol

All above locations are added to this contract effective February 1, 2014.

APPENDIX C – BILL RATES

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LOCATION #	LOCATION	HOURLY BILL RATE
1	New Castle County Courthouse	\$14.19
2	Kent County Family Court	\$14.19
3	Sussex County Family Court	\$14.19
4	Div. of Child Support Enforcement - NC	\$14.19
5	Div. of Child Support Enforcement - KC	\$14.19
6	Div. of Child Support Enforcement - SC	\$14.19
7	Hudson SSC	\$14.19
8	Georgetown SSC (Thurman Adams)	\$14.19
9	Milford SSC	\$14.19
10	People’s Plaza II, Dover	\$14.19
11	Belvedere State Service Center	\$14.19
12	Williams SSC	\$14.19
13	Milford SSC – WIC	\$14.19
14	Northeast SSC	\$14.19
15	Porter SSC	\$14.19
16	Absalom Jones CC	\$14.19
17	Carvel Bldg.	\$14.19
18	900 King Street	\$14.19
19	Dept. of Labor - Disability Determinations Srvc. (NC)	\$14.19
20	Department of Labor – Pencader	\$14.19
21	Department of Labor – Georgetown	\$14.19
22	Brandywine Zoo	\$14.19
23	DNREC, Richardson & Robbins Bldg.	\$14.19
24	Smyrna Rest Area	\$14.19
25	Townsend Bldg.	\$14.19
29	Kent County Levy Court	\$14.19
31	New Castle County - Claymont Library	\$14.19
32	New Castle County - Bear Library	\$14.19
33	New Castle County - Woodlawn Library	\$14.19
34	DNG – Joint Forces Headquarters	\$14.19
35	DNG – Army Aviation Support Facility	\$14.19
36	DNG – United States Property and Fiscal Office	\$14.19
37	DNG – Regional Training Institute	\$14.19