



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

**State of Delaware**  
**Security Officer Services - Unarmed**  
**Request for Proposal**  
**Contract No. GSS18208-SECURITY**

*November 20, 2017*

**- *Deadline to Respond* -**  
***December 21, 2017***  
***3:00 PM (Local Time)***

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**CONTRACT NO. GSS18208-SECURITY**

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for Security Officer Services - Unarmed. The proposal consists of the following:

**Contents:**

- I. INTRODUCTION
- II. SCOPE OF WORK
- III. FORMAT FOR PROPOSAL
- IV. PROPOSAL EVALUATION PROCEDURES
- V. MANDATORY PREBID MEETING
- VI. DEFINITIONS AND GENERAL PROVISIONS
- VII. PROPOSAL REPLY SECTION
  - a. Attachment 1 – No Proposal Reply Form
  - b. Attachment 2 – Non-Collusion Statement
  - c. Attachment 3 – Exceptions
  - d. Attachment 4 – Company Profile and Capabilities
  - e. Attachment 5 – Confidentiality and Proprietary Information
  - f. Attachment 6 – Business References
  - g. Attachment 7 – Subcontractor Information Form
  - h. Attachment 8 – Monthly Usage Report
  - i. Attachment 9 – Subcontracting (2<sup>nd</sup> tier spend) Report
  - j. Attachment 10 – Office of Supplier Diversity Certification Application
  - k. Attachment 11 – Bond Form
  - l. Appendix A – Scope of Work Details
  - m. Appendix B – Site Specific Statement of Works
  - n. Appendix C - Bill Rate form

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope **clearly displaying the contract number and vendor name** by **December 21, 2017 at 3:00 PM** (Local Time) to be considered.

**Proposals must be mailed to:**

**State of Delaware  
Government Support Services  
Contracting Section  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202  
GSS18208-SECURITY**

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal (RFP). Should you need additional information, please call Steven Chillas at 302-857-4549 or email [steven.chillas@state.de.us](mailto:steven.chillas@state.de.us)

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**I. INTRODUCTION**

**A. PURPOSE**

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

**1. COMPETITIVE SEALED PROPOSAL**

It has been determined by Director, Government Support Services, pursuant to **Delaware Code Title 29, Chapter 6924 (a)** that this solicitation be offered as a request for competitive sealed proposals because the use of competitive sealed bidding is not practical and/or not in the best interest of the State. The use of competitive sealed proposals is necessary to:

- Use a contract other than a fixed-price type; or
- Conduct oral or written discussions with vendors concerning technical and price aspects of their proposals; or
- Afford vendors an opportunity to revise their proposals through best and final offers; or
- Compare the different price, quality and contractual factors of the proposals submitted; or
- Award a contract in which price is not the determining factor.

**2. CONTRACT REQUIREMENTS**

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

**3. AGENCY USE CONTRACT**

Pursuant to 29 Del. C. [§6904](#)(e) respectively, if no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

**4. MULTIPLE SOURCE AWARD**

The Agency reserves the right to award this contract to more than one vendor pursuant to 29 Del.C. [§6926](#). Government Support Services reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

**5. POTENTIAL CONTRACT OVERLAP**

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

**6. CONTRACT PERIOD**

Each Vendor’s contract shall be valid for a three (3) year period from February 1, 2018 through January 31, 2021. Each contract may be renewed for two (2) one (1) year periods through negotiation between the Vendor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

Any vendor(s) awarded under this solicitation who does not bid, or for any reason whatsoever is not awarded a subsequent contract that has active placements shall have a requirement to transition placements within 90 days to any of the subsequently awarded vendor(s) under successor contracts, should the State desire placements. During that period of time, vendors shall perform in accordance with the terms and conditions of the award under which their placements were made. Such placements shall not incur any expense to the placed temporary employee or the State and non-compete agreements of any vendor(s) shall not prevent the opportunity of any current temporary placement to transition to a newly awarded vendor under successor contract.

**B. KEY RFP DATES/MILESTONES**

The following dates and milestones apply to this RFP and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid proposal and award process.

Activity	Due Date
RFP Availability to Vendors	Monday, November 20, 2017
<b>Mandatory</b> Pre-bid Conference	Wednesday, November 29, 2017, 10:00 AM Local Time
Written Questions Due No Later Than (NLT)	Wednesday, November 29, 2017, 10:00 AM Local Time
Written Answers Due/Posted to Website (NLT)	Tuesday, December 5, 2017, 4:30 PM Local Time
Proposals Due NLT	Thursday, December 21, 2017, 3:00 PM Local Time
Public Proposal Opening	Thursday, December 21, 2017, 3:00 PM Local Time
Proposal Evaluation/Presentations	As required
Vendor Best & Final Discussions,	As required
Contract Award	Will occur within 90 days of bid opening

**C. INQUIRIES & QUESTIONS**

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Request for Proposal.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by **Wednesday, November 29, 2017 at 10:00 AM Local Time**. All questions will be answered in writing by **Tuesday, December 5, 2017 at 4:30 PM Local Time** and posted on <http://bids.delaware.gov/> website. All questions must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

**D. RFP DESIGNATED CONTACT**

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

**Steven Chillas**  
**State of Delaware**  
**Government Support Services**  
**100 Enterprise Place, Suite 4**  
**Dover, DE 19904-8202**  
[Steven.chillas@state.de.us](mailto:Steven.chillas@state.de.us)

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

**E. CONTACT WITH STATE EMPLOYEE**

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**II. SCOPE OF WORK**

**A. OVERVIEW**

The Vendor(s) shall provide all equipment, materials and labor to supplement the State of Delaware's need for Security Officer Services - Unarmed as described herein. The contract will require the Vendor(s) to cooperate with the ordering agency to insure the State receives the most current state-of-the-art material and/or services.

**B. STATEMENT OF NEEDS**

The Contractor shall furnish all labor, personnel, equipment and supplies necessary to perform unarmed security officer services for the various locations in strict conformity with the methods and conditions specified herein. Vendors must provide pricing for the items listed in the Bill Rate Form, Appendix C.

**C. DETAILED REQUIREMENTS**

The technical requirements of this RFP are stated in Appendix A. Vendors must provide pricing for the items listed in the Bill Rate Form, Appendix C.

**III. FORMAT FOR PROPOSAL**

**A. INTRODUCTION**

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each Vendor must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

**B. PROPOSAL RESPONSE**

The Request for Proposal may contain pre-printed forms for use by the vendor in submitting its proposal. The forms required by this solicitation shall be considered mandatory, prevailing documents.

When preprinted forms are used, the forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, as applicable.

The Vendor's proposal shall be written in ink or typewritten on the form provided, and any corrections or erasures **MUST** be initialed by vendor's representative completing the bid submission.

If items are listed with a zero quantity, Vendor shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

Vendors' proposal must respond to each and every requirement outlined in the RFP criteria in order to be considered responsive. Proposals must be clear and concise.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**C. NON-CONFORMING PROPOSALS**

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

**D. CONCISE PROPOSALS**

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

**E. COVER LETTER**

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Vendor's ability to provide the services specified in the RFP. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with Government Support Services.

**F. TABLE OF CONTENTS**

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

**G. DESCRIPTION OF SERVICES AND QUALIFICATIONS**

Each proposal must contain a detailed description of how the Vendor will provide the goods and services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Vendor will provide that are not mentioned in this RFP.

**H. DISCOUNT**

Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated into unit bid price(s).

**I. SAMPLES OR BROCHURES**

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

**J. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS**

By submitting a bid, each Vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

**K. BID BOND REQUIREMENT**

**The Bid Bond requirement has been waived.**

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**L. PERFORMANCE BOND REQUIREMENT**

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

**M. NUMBER OF COPIES WITH MAILING OF PROPOSAL**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with two (2) paper copies and two (2) electronic copies on USB device, CD or DVD media disk. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring a vendor signature. The remaining copies do not require original signatures. USB device, CD or DVD media disk must also contain the completed Appendix C –Bill Rate Form, **in .doc format**.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than 3:00 PM (Local Time) on Thursday, December 21, 2017. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**State of Delaware  
Government Support Services  
Contracting Section  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202  
GSS18208-SECURITY**

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Any proposal received after the date and time deadline referenced above shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

The State reserves the right to award the proposed contract to multiple Vendors if the Head of the Agency determines that such an award is in the best interest of the State.

**N. PROPOSAL EXPIRATION DATE**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through January 31, 2019. Delaware reserves the right to ask for an extension of time if needed.

**O. WITHDRAWAL OF PROPOSALS**

A Vendor may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**P. PROPOSAL MODIFICATIONS**

Any changes, amendments or modifications to a submitted proposal requires that the original proposal be withdrawn, **prior** to the time set for the submission of the proposal, and a new proposal submitted **prior** to the deadline for submission of proposals.

Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

**Q. LATE PROPOSALS**

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

**R. ADDENDA TO THE REQUEST FOR PROPOSAL (RFP)**

If it becomes necessary to revise any part of this RFP, revisions will be posted at <http://bids.delaware.gov/>. By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Request for Proposal.

**S. INCURRED EXPENSES**

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

**T. ECONOMY OF PREPARATION**

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Vendor's offer to meet the requirements of the RFP.

**U. DISCREPANCIES AND OMISSIONS**

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**V. EXCEPTIONS**

Bidders may elect to take **minor exception** to the terms and conditions of this RFP by completing Attachment 3. Government Support Services shall evaluate each exception according to the intent of the terms and conditions contained herein, but Government Support Services must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

**Exceptions must be submitted utilizing Attachment 3 to be considered.** Exceptions listed elsewhere in the Vendor's proposal will not be considered. Government Support Services maintains sole discretion to reject any vendor exceptions that are submitted.

**W. BUSINESS REFERENCES**

Business references are to be provided via Attachment 6.

**X. DOCUMENT(S) EXECUTION**

All vendors must complete and submit with its proposal the non-collusion statement that is enclosed with this Request for Proposal labeled as Attachment 2. The awarded vendor(s) will be presented with the contract form for signature and seal, if appropriate. Both of these documents shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with Government Support Services.

The State of Delaware requires completion of the [Delaware Substitute Form W-9](#) to make payments to vendors. Successful completion of this form enables the creation of a State of Delaware vendor record. The Taxpayer ID (SSN or EIN) and Applicant (vendor) name are submitted to the Internal Revenue Service for "matching." If the Taxpayer ID and name do not match, the vendor record cannot be approved.

It is the applicant's responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services.

Any questions about completing this form or specific comments about a form that you have submitted, please contact vendor services by phone at 302-672-5000.

**Y. SUBCONTRACTS**

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal using Attachment 7.

**Z. CONFIDENTIALITY**

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq. \("FOIA"\)](#). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected vendor proposals will likely become subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

**AA. PRICE NOT CONFIDENTIAL**

Vendors shall be advised that as a publically bid contract, no Vendor shall retain the right to declare their pricing confidential.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**BB. ATTACHMENTS**

- Attachment 1 – No Proposal Reply Form
  - Attachment 2 – Non-Collusion Statement
  - Attachment 3 – Exceptions
  - Attachment 4 – Company Profile and Capabilities
  - Attachment 5 – Confidentiality and Proprietary Information
  - Attachment 6 – Business References
  - Attachment 7 – Subcontractor Information Form
  - Attachment 8 – Monthly Usage Report
  - Attachment 9 – Subcontracting (2<sup>nd</sup> Tier Spend) Report
  - Attachment 10 – Office of Supplier Diversity Certification Application
  - Attachment 11 – Bond Form
  - Attachment 12 – Proposal Requirements
- 
- Appendix A – Scope of Work details
  - Appendix B – Site Specific Statement of Work
  - Appendix C – Bill Rate Form

#### **IV. PROPOSAL EVALUATION PROCEDURES**

##### **A. GENERAL ADMINISTRATION**

###### **1. STATE'S RIGHT TO REJECT PROPOSALS**

Government Support Services reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever is determined to be the most advantageous to the State of Delaware. Vendors submitting proposals may be afforded an opportunity for discussion. Vendors may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with responsible Vendors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing vendors during the negotiation process.

###### **2. STATE'S RIGHT TO CANCEL SOLICITATION**

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

###### **3. FORMAL CONTRACT AND/OR PURCHASE ORDER**

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call, email, 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).

###### **4. DELIVERY OF PROPOSALS**

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the Vendor as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address stated in this RFP. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the applicable addresses also stated in this RFP. All bids must clearly display the bid number on the envelope.

**State of Delaware  
Government Support Services  
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100 Enterprise Place, Suite 4  
Dover, DE 19904-8202  
GSS18208-SECURITY**

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

All proposals will be accepted at the time and place set in the RFP. Vendor bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

**5. PUBLIC OPENING OF PROPOSALS**

The proposals shall be publicly opened at the time and place specified by the Agency. Vendors or their authorized representatives are invited to be present.

Only the vendor's name and address will be read aloud during the bid opening process.

**6. DISQUALIFICATION OF VENDORS**

Any one or more of the following causes may be considered as sufficient for the disqualification of a vendor and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among vendors.
- c. Unsatisfactory performance record as evidenced by past experience with the State of Delaware or on a State of Delaware central contract.
- d. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last five (5) years.
- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- f. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- g. Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.**

**1. AUTHORITY OF AGENCY**

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

**2. OR EQUAL (PRODUCTS BY NAME)**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**B. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR**

Government Support Services shall award this contract to the most responsible and responsive vendor who best meets the terms and conditions of the proposal.

1. Rejection of individual proposals. -- A proposal may be rejected for 1 or more of the following reasons:
  - a. The person responding to the solicitation is determined to be nonresponsive or non-responsible;
  - b. It is unacceptable;
  - c. The proposed price is unreasonable; or
  - d. It is otherwise not advantageous to the State.
2. Vendors whose proposals are rejected as non-responsive shall be notified in writing about the rejection.
3. Responsibility of vendors. -- It shall be determined whether a vendor is responsible before awarding a contract. Factors to be considered in determining if a vendor is responsible include:
  - a. The vendor's financial, physical, personnel or other resources, including subcontracts;
  - b. The vendor's record of performance and integrity;
  - c. Any record regarding any suspension or debarment;
  - d. Whether the vendor is qualified legally to contract with the State;
  - e. Whether the vendor supplied all necessary information concerning its responsibility; and
  - f. Any other specific criteria for a particular procurement which an agency may establish within the established scope of work.
4. If a vendor is determined to be non-responsible, the vendor shall be informed in writing.
5. The State reserves the right to waive minor irregularities, or request additional information before determining the responsiveness of the Vendor. All Vendors will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

**C. PROPOSAL EVALUATION COMMITTEE**

The Proposal Evaluation Committee ("Committee") is comprised of representatives of the State of Delaware.

The Committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 Del. C. §6926. Such selection will be based on the following criteria:
  - Ability to select an alternative supplier based on agency budget constraints.
  - Vendor ability to meet all contract requirements.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

Government Support Services reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

**D. REQUIREMENTS OF THE VENDOR**

The purpose of this section is to assist the Proposal Evaluation Committee to determine the ability of the organization to provide the materials and services described in the application. The proposal response should contain at a minimum the following information:

- Brief history of the organization, including accreditation status, if applicable.
- Applicant’s experience, if any, providing similar services. At least three business references are required (See § 22 – Special Provisions) (cannot be State of Delaware members/ agencies).
- Brief history of the subcontractor of the organization, if applicable. At least three references of subcontractor, if applicable.
- Financial information (balance sheets and income statements) for the past three years.
- Describe the methodology/approach used for this project including a work plan and time line.

**E. CRITERIA AND SCORING**

EVALUATION CRITERIA		
		<b>POINTS</b>
1.	Qualifications and experience of security company. Previous experience with similar contracts (this should include government as well as private sector contracts).	15
2.	Stability of workforce. Size consistency, financial records, etc. This documentation is to include turnover rate and wage rate paid to employees.	20
3.	Demonstrated ability of both officers and company to service the agencies as outlined in the specifications.	15
4.	Overall approach in training of employees and supervisors, initial and ongoing.	10
5.	Scope of Work & Company Profile and Capabilities (Appendix A & Attachment 4)	10
6.	Compliance with Specifications. Followed instructions and thoroughness of RFP response	10
7.	Pricing	10
8.	References	10
<b>TOTAL SCORE</b>		<b>100</b>

Procurement Evaluation Committee members will assign up to the maximum number of points listed for each of the criteria listed above. For items having quantitative answers, points will be proportionate to each proposal’s response. Items with qualitative answers will receive the average of points assigned by Proposal Evaluation Committee members.



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**F. BEST AND FINAL OFFERS**

Once the proposals have been evaluated and negotiations have been held with the vendor(s) determined to be likely to receive an award, the Procurement Evaluation Committee issue a request for Best and Final Offers from the vendor(s).

**G. REFERENCES**

The Committee may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

**H. ORAL PRESENTATIONS**

Selected vendors may be invited to make oral presentations to the Committee. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

**V. MANDATORY PREBID MEETING**

A mandatory pre-bid meeting has been scheduled for Wednesday, November 29, 2017 at 10:00 (Local Time). The location will be:

**Government Support Services  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202**

**This is a mandatory meeting.** If a Vendor does not attend this meeting, they shall be disqualified and shall not be considered for further evaluation. No exceptions may be taken to this section.

**VI. DEFINITIONS AND GENERAL PROVISIONS**

The attached Definitions and General Provisions apply to all contracts and are part of each Request for Proposal. The requirement to furnish a bid bond and performance bond is applicable unless waived. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Vendors or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

**A. DEFINITIONS:** Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

**STATE:** The State of Delaware

**AGENCY:** State Agency as noted on cover sheet.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**BID INVITATION:** The "invitation to bid" or "Request for Proposal" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

**BOND:** The approved form of security furnished by the Vendors and its surety as a guaranty of good faith on the part of the Vendor to execute the work in accordance with the terms of the contract.

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

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

**GENERAL PROVISIONS:** General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

**LOCAL TIME:** Eastern Standard Time/Eastern Daylight Time

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

**PROPOSAL:** The offer of the Vendor submitted on the approved form and setting forth the Vendor's prices for performing the work or supplying the material or equipment described in the specifications.

**RFP:** Request for Proposal.

**SPECIAL PROVISIONS:** Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

**SURETY:** The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the Vendor's payments of all debts pertaining to and for its acceptable performance of the work for which he has contracted

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

**VENDOR'S DEPOSIT:** The security designated in the proposal to be furnished by the Vendor as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to it.

## **B. GENERAL PROVISIONS**

### **1. INTERPRETATION OF ESTIMATES/QUANTITIES**

- a. Unless stated otherwise, the quantities given in the RFP are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract. Bidders shall recognize there are no guaranteed minimum contract quantities or values associated with this solicitation.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.
- c. Vendor usage reports for previous awards, if applicable, may be found by accessing the applicable contract award page at: <http://contracts.delaware.gov/>. Past usage shall not be considered a guaranteed future volume.

## 2. SILENCE OF SPECIFICATIONS

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

## 3. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

The Vendor shall examine carefully the proposal and the contract forms for the material contemplated. The Vendor shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of any Special Provisions in the RFP and the contract. The submission of a proposal shall be conclusive evidence that the Vendor has made examination of the aforementioned conditions.

## 4. PRICES QUOTED

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract. **All prices quoted must be in U.S. Dollars.**

All vendors that maintain a core list of products under this contract shall maintain the appropriate negotiated prices on their core list. Vendors shall routinely offer to add to the core list materiel that has been identified as necessary. The Vendors are expected to routinely update any changes to the core list with the appropriate discounts listed.

Any adjustments to a core list must receive prior written approval from the State before a core list can be changed by the Vendor. Changes include but are not limited to the migration of items on and off the core list as well as any price adjustments from the original agreed upon pricing.

## 5. PUBLIC INSPECTION OF PROPOSALS

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 Del. C. Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

**6. LAWS TO BE OBSERVED**

The vendor is presumed to know and shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Vendor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself, by its employees, or by its subcontractor(s).

**7. APPLICABLE LAW AND JURISDICTION**

This bid, any resulting contract, and any and all litigation or other disputes arising therefrom, in connection with, or related hereto shall be governed by the applicable laws, regulations and rules of evidence of the State of Delaware. Bidder submits to personal jurisdiction in the State of Delaware. Any and all litigation or other disputes arising out of, in connection with, or relating to this bid, and any resulting contract, shall be brought exclusively in a court in the State of Delaware or the United States District Court of the District of Delaware as applicable.

**8. SEVERABILITY**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

**9. PERMITS AND LICENSES**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Vendor at its own expense.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**10. PATENTED DEVICES, MATERIAL AND PROCESSES**

- a. The Vendor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The Vendor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

**11. EMERGENCY TERMINATION OF CONTRACT**

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the Vendor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

**12. TAX EXEMPTION**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Vendor. Each Vendor shall take its exemption into account in calculating its bid for its work.

**13. INVOICING**

After the awards are made, the agencies participating in the bid may forward their purchase orders ("P.O.") to the successful Vendor(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an acceptable invoice from the vendor.

**14. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS**

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- a. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any employee or applicant for employment with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, marital status, genetic information, color, age,

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

**b.** During the performance of this contract, the contractor agrees as follows:

**1.** The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

**2.** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin.”

**c.** The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

**15. PRICES**

Prices and/or rates shall remain firm for the initial (3) three year term of the contract, *with each of the three (3) years priced separately*, unless further negotiations are deemed necessary by the State.

The pricing policy that you choose to submit must address the following concerns:

- a.** The structure must be clear, accountable and auditable.
- b.** It must cover the full spectrum of services required.
- c.** Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

**16. COOPERATIVES**

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**17. PRICE ADJUSTMENT**

The Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this contract beyond the initial three (3) year period, Government Support Services shall have the option of offering a determined price adjustment that shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

**18. SHIPPING TERMS**

FOB Destination, freight prepaid.

**19. ELECTRONIC CATALOG**

At the discretion of Government Support Services, the successful vendor(s) may be required to submit their items list in an electronic format designated by the State.

By example, but not limited to, the following items may be required:

- Electronic catalogs,
- Electronic catalogs converted to a CSV format with contract specific pricing,
- Items designated by commodity/classification code: United Nations Standard Products and Services Code (UNSPSC), and/or
- A unique item ID for all items in your system and/or our award.

**20. INDEPENDENT CONTRACTORS**

The parties to any contract from this solicitation shall be independent contractors to one another, and nothing herein shall be deemed to cause the agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

**21. TEMPORARY PERSONNEL ARE NOT STATE EMPLOYEES UNLESS AND UNTIL THEY ARE DIRECTLY HIRED**

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s).

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

**22. ACA SAFE HARBOR**

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor, but does not state the required amount of the fee. The State requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

**23. FUNDING OUT or NON-APPROPRIATION**

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

**24. MANDATORY INSURANCE REQUIREMENTS**

As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the scope of work being delivered.



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

- a. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,  
and
- b. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 aggregate,  
and
- c. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.  
  
And
- d. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.

All contractors must carry (a), (b), (c) and (d), based on the scope of work being delivered.

Before any work is done with the State, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**State of Delaware  
Government Support Services  
Contract # GSS18208-SECURITY  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202**

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

**Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.**

## **25. STATE OF DELAWARE BUSINESS LICENSE**

Prior to receiving an award, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: 302-577-8778. <http://revenue.delaware.gov/services/BusServices.shtml>

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

## 26. INDEMNIFICATION

### a. General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract.

### b. Proprietary Rights Indemnification

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

1. Procure the right for the State of Delaware to continue using the Product(s);
2. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
3. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

## 27. 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 terminate any individual orders in accordance with General Provisions, Item titled as "TERMINATION OF INDIVIDUAL PURCHASE ORDERS" below and purchase equivalent product on the open market. Regarding any such open market purchase, payment for any difference in cost or expense in excess of the contract prices for reasonably equivalent products or services herein shall be the responsibility of the Vendor and shall be submitted to the State no later than 30 days following the delivery of the State's invoice detailing the open market purchase. 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.

## 28. FORCE MAJEURE

Neither the vendor 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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

### 29. VENDOR NON-ENTITLEMENT

State of Delaware Vendors for Materiel and for Services shall not have legal entitlement to utilize any Central Contract held by the State of Delaware. The Vendors may not seek business from another Vendors' Central Contract for the purpose of preparing a bid or proposal to the State of Delaware. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract unless they are considered a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code or otherwise permitted by law.

This is not a prohibition from any Vendor choosing to work with another Vendor who holds a State Central Contract for private business.

### 30. OPPORTUNITY BUYS

The Director for the Government Support Services can waive use of a contract pursuant to 29 Del. C. §6911(d). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a contract. See [Opportunity Buy Flowchart](#). The Director will afford any vendor on an existing contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

### 31. I FOUND IT CHEAPER

Director for the Government Support Services can waive use of a contract pursuant to 29 Del. C. §6911(d). A process has been developed to permit any State employee or Vendor to identify a lower price for material and or services for consideration despite the existence of a contract. See [I Found It Cheaper Flowchart](#). The Director will afford any Vendor on an existing contract an opportunity to match or to beat the I Found It Cheaper suggestion and if not matched or beaten, approve the purchase via a waiver.

### 32. 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 parties.

A complete and accurate Usage Report (Attachment 8) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to [vendorusage@state.de.us](mailto:vendorusage@state.de.us) , **with a copy going to the contract officer identified as your point of contact**. Submitted reports shall cover the full month (Report due by January 15<sup>th</sup> will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured and prices paid. Reports are required monthly, including those with "no spend". Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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.

Reporting is required by Executive Order.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract.

The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Attachment 9.

Accurate 2nd Tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at [vendorusage@state.de.us](mailto: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.

### **33. 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, email, fax or computer on-line systems.

### **34. PURCHASE ORDERS**

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number (GSS18208-SECURITY) on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

### **35. 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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**36. METHOD OF PAYMENT**

- a. For each P.O. issued as part of this contract, the State will pay Vendor monthly, within thirty (30) days of receipt of the Vendor's billing, the amount which is legitimately earned by the Vendor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Vendor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

- b. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.
- c. The agencies or school districts using this award will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ACI or check. Should a Vendor wish to provide a financial incentive to not process payment by P-Card in their proposal, they are to prepare their proposals to clearly outline any incentives for alternative payment methods the Vendor is willing to accept.

**37. 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.

**38. SCHEDULE FOR PERFORMANCE OF WORK**

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term "reasonable". If the Vendor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

**39. 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 its subcontractor provided final fulfillment of the order.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 7, and are subject the approval and acceptance of Government Support Services.

**40. VENDOR- OWNED RENTAL EQUIPMENT AND SUPPLIES REMOVAL**

The awarded Vendor shall remove all rental equipment and supplies from the event location (s) no later than an agreed to date once all contract obligations by the Vendor have been met.

**41. ENVIRONMENTAL PROCUREMENT REQUIREMENTS**

Energy Star - If applicable, the Vendor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Vendor is encouraged to visit [www.energystar.gov](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.

Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.

Vendors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).

Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award. The State Environmental Procurement Policies may be found: [Environmentally Preferred Purchasing Policy](#)

**42. PERSONNEL, EQUIPMENT AND SERVICES**

- a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 7 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 7 must be approved in writing by the State.

**43. FAIR BACKGROUND CHECK PRACTICES**

Pursuant to 29 Del. C. [§6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

#### 44. VENDOR BACKGROUND CHECK REQUIREMENTS

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at:  
<https://sexoffender.dsp.delaware.gov/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

#### 45. DRUG TESTING REQUIREMENTS FOR LARGE PUBLIC WORKS

Pursuant to 29 Del.C. [§6908\(a\)\(6\)](#), effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. [§6962](#).

Final publication of the identified regulations can be found at the following:

[4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects](#)

#### 46. MINIMUM WAGE RATES

Work performed under this solicitation may fall under the [State of Delaware Minimum Wage Rates](#) or the Delaware Prevailing Wage rates. Prior to issuing a purchase order, the ordering agencies must obtain from the Department of Labor a determination if prevailing wage applies to the project and, if appropriate, what the applicable prevailing wage rates would be for the work to be performed. No work shall proceed without a determination by the Department of Labor. Request for prevailing wage certification can be found at: <http://dia.delawareworks.com/labor-law/prevailing-wage.php>.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**47. PREVAILING WAGE**

The prevailing wage law, 29 Del.C. §6960, is enforced by the Department of Labor and states that the specifications for every contract or aggregate of contracts relating to a public works project in excess of \$500,000 for new construction (including painting and decorating) or \$45,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of building or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed.

**48. DISPUTE RESOLUTION**

At the option of, and in the manner prescribed by the Office of Management and Budget (OMB), the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement

promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, OMB elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by OMB, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of OMB, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. OMB reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

**49. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS**

The individual orders may be terminated as follows:

- a. Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

- b. Termination for Convenience:** The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.
- c. Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

## 50. TERMINATION OF CONTRACT

The contract awarded as a result of this RFP may be terminated as follows by Government Support Services.

- a. Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least thirty (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.

On receipt of the contract cancellation notice from the State, the Vendor shall have not less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

- b. Termination for Convenience:** The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

- c. Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

**51. 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.

**52. INTEREST OF VENDOR**

The vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The vendor further covenants, that in the performance of this contract, no person having any such interest shall be employed.

**53. PUBLICATION, REPRODUCTION AND USE OF MATERIAL**

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the vendor for anything other than their intended purpose under this Contract. The Vendor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

**54. 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 or order.

**55. ASSIGNMENT OF ANTITRUST CLAIMS**

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**56. TESTING AND INSPECTION**

The State of Delaware reserves the right to conduct any test or inspection it may deem necessary to insure equipment, materials and services conform to contract requirements.

**57. COVENANT AGAINST CONTINGENT FEES**

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

**58. GRATUITIES**

- a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and
- b. In the event this contract is terminated pursuant to subparagraph "a", the State shall be entitled (i) to pursue the same remedies against the Vendor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

**59. AFFIRMATION**

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

**60. AUDIT ACCESS TO RECORDS**

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

**61. REMEDIES**

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Vendor arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

**62. SUBCONTRACTS**

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal (Attachment 7) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

**63. AGENCY'S RESPONSIBILITIES**

The Agency shall:

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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

- e. 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.
- f. 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.

[Corrective Action Report](#)

**64. CONTRACT DOCUMENTS**

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any Vendor.

In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instruction

**65. ASSIGNMENT**

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

**66. NOTICE**

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

**State of Delaware  
Government Support Services  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202**

**67. VENDOR EMERGENCY RESPONSE POINT OF CONTACT**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**68. NO PRESS RELEASES OR PUBLIC DISCLOSURE**

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

**C. AWARD AND EXECUTION OF CONTRACT**

**1. CONSIDERATION OF PROPOSALS**

The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to seek new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

**2. MATERIAL GUARANTY**

Before any contract is awarded, the successful Vendor may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

**3. AWARD OF CONTRACT**

Within ninety (90) days from the date of opening proposals, the contract will be awarded or the proposals rejected.

**4. EXECUTION OF CONTRACT**

The Vendor (s) to whom the award is made shall execute a formal contract within twenty (20) days after date of official notice of the award of the contract.

**5. WARRANTY**

The successful Vendor(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**6. THE CONTRACT(S)**

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

**7. INFORMATION REQUIREMENT**

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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**VII. PROPOSAL REPLY SECTION**

**GSS18208-SECURITY**

**Security Officer Services - Unarmed**

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the contract number to the State of Delaware, Government Support Services by 3:00 PM (Local Time), Thursday, December 21, 2017 at which time bids will be opened.

A mandatory pre-bid meeting has been scheduled for Wednesday, November 29, 2017 at 10:00 AM (Local Time). **This is a mandatory meeting.** If a vendor does not attend this meeting; they shall be disqualified and shall not be considered for further evaluation.

**Proposals must be mailed to:**

**State of Delaware  
Government Support Services  
Contracting Section  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202  
GSS18208-SECURITY\_OFF**

**PUBLIC PROPOSAL OPENINGS**

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the Vendor(s), not to serve as a forum for determining the apparent low Vendors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

After receipt of a fully executed contract(s), the Delaware public and all Vendors are invited to make an appointment with the agency in order to review pricing and other non-confidential information.

**NOTE: ONLY THE VENDOR'S NAME AND ADDRESS WILL BE READ AT THE OPENING**

**ATTACHMENTS**

The following attachments are required to be included in the final submission package.



**NO PROPOSAL REPLY FORM**

Contract No.: **GSS18208-SECURITY**

Contract Title: **Security Officer Services - Unarmed**

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

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

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

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_ We wish to remain on the Vendor's List **for these goods or services.**

\_\_\_\_\_ We wish to be deleted from the Vendor's List **for these goods or services.**

**PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.**

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**Attachment 2**

**CONTRACT NO.: GSS18208-SECURITY                      TITLE: SECURITY OFFICER SERVICES - UNARMED**  
**DEADLINE TO RESPOND: Thursday, December 21, 2017 at 3:00 PM (local time)**

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Government Support Services.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

**NOTE:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Government Support Services.

COMPANY NAME \_\_\_\_\_ (Check one)

Corporation
Partnership
Individual

NAME OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_

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

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

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

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

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

COMPANY CLASSIFICATIONS:	Certification type(s)	Circle all that apply	
	CERT. NO.: _____	Minority Business Enterprise (MBE)	Yes
	Woman Business Enterprise (WBE)	Yes	No
	Disadvantaged Business Enterprise (DBE)	Yes	No
	Veteran Owned Business Enterprise (VOBE)	Yes	No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:  
(COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

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

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

**AFFIRMATION:** Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?  
YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

**THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED**

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

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

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



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

Attachment 4

Contract No.: **GSS18208-SECURITY**  
Contract Title: **Security Officer Services - Unarmed**

**COMPANY PROFILE & CAPABILITIES FORM**

Suppliers are required to provide a reply to each question listed below. Your replies will aid the evaluation committee as part of the overall qualitative evaluation criteria of this Request for Proposal. Your responses should contain sufficient information about your company so evaluators have a clear understanding of your company's background and capabilities. Failure to respond to any of these questions may result in your proposal to be rejected as non-responsive.

1.	Describe your company's implementation plan for the commencement of the Contract including your plan for handling the initial volume, timeline for when your company would be ready to begin services, potential challenges that may arise if implementing services in an accelerated timeline, etc.

2.	Describe your company's hiring and orientation process including the selection, preparation and/or training of Security Officers to meet the requirements at the various facilities throughout the State.

3.	Explain your company's process for handling call outs, no shows, and providing substitute security guards with a working knowledge of the site.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**Attachment 4**

4.	List any past and/or pending litigation or disputes relating to the services described herein with which your company has been involved within the last five (5) years. The list shall include the other company's name, name of the project, nature of the litigation, and the current status of the dispute.

5.	List any past disputes as a result of which your company has been terminated from an awarded contract. List the company's name, the term of the contract, and an explanation as to why your company was terminated.

6.	Number of Unarmed Officers currently on payroll. Turnover rate for last three quarters. Current Unarmed Officer pay rate range.



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

Attachment 6

Contract No.: **GSS18208-SECURITY**  
Contract Title: **Security Officer Services - Unarmed**

**BUSINESS REFERENCES FORM**

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list the contract(s). (Please Type)

1.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	
2.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	
3.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	

**STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.**

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**Attachment 7**

**SUBCONTRACTOR INFORMATION FORM**

<b>PART I – STATEMENT BY PROPOSING VENDOR</b>		
1. CONTRACT NO. GSS18208-SECURITY	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification:  Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY ( <i>Signature</i> )	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
<b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b>		
9a. NAME OF PERSON SIGNING	10. BY ( <i>Signature</i> )	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

**Use a separate form for each subcontractor**





STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

Attachment 9

SAMPLE REPORT – FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																		
Subcontracting (2nd tier) Quarterly Report																		
Prime Name:					Report Start Date:													
Contract Name/Number					Report End Date:													
Contact Name:					Today's Date:													
Contact Phone:					*Minimum Required			Requested detail										
Vend or Name *	Vend or TaxID *	Contra ct Name/ Numbe r*	Vendo r Conta ct Name *	Vendo r Conta ct Phone *	Repo rt Start Date*	Repo rt End Date*	Amount Paid to Subcontract or*	Work Performed by Subcontrac tor UNSPSC	M/WBE Certifyi ng Agency	Veteran/Serv ice Disabled Veteran Certifying Agency	2nd tier Supplie r Name	2nd tier Supplie r Address	2nd tier Supplie r Phone Number	2nd tier Supplie r email	Descripti on of Work Performe d	2nd tier Supplie r Tax Id	Dat e Paid	

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

Completed reports shall be saved in an Excel format, and submitted to the following email address: [vendorusage@state.de.us](mailto:vendorusage@state.de.us)

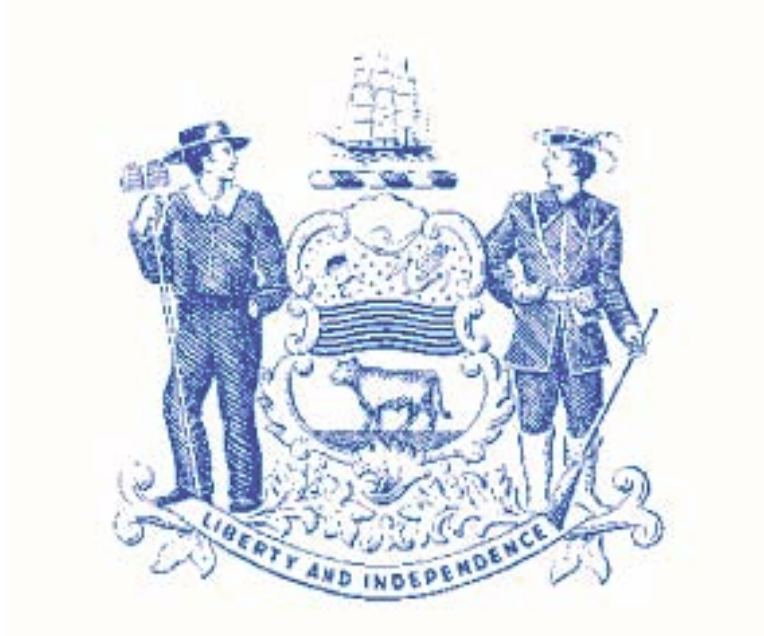
**State of Delaware  
Office of Supplier Diversity  
Certification Application**

The most recent application can be downloaded from the following site:

<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



**Complete application and mail, email or fax to:**

Office of Supplier Diversity (OSD)  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202  
Telephone: (302) 857-4554 Fax: (302) 677-7086  
Email: [osd@state.de.us](mailto:osd@state.de.us)  
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.  
THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES.**

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

Attachment

11

**PERFORMANCE BOND**

Bond Number: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_, as principal ("**Principal**"), and \_\_\_\_\_, a \_\_\_\_\_ corporation, legally authorized to do business in the State of Delaware, as surety ("**Surety**"), are held and firmly bound unto the State of Delaware ("**Owner**") (**Office of Management and Budget, Government Support Services**), in the amount of Forty Thousand Dollars (\$40,000.00), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. GSS15363-ARMEDSECURITY dated the 1st day of July, 2015 (the "Contract"), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

**Surety**, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

**Surety**, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**. STATE OF DELAWARE Office of Management and Budget Government Support Services

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**Surety** hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

**PRINCIPAL**

Name: \_\_\_\_\_

Witness or Attest: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

(Corporate Seal)

Title: \_\_\_\_\_

**SURETY**

Name: \_\_\_\_\_

Witness or Attest: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

(Corporate Seal)

Title: \_\_\_\_\_

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**PROPOSAL REPLY REQUIREMENTS**

The response should contain the following minimum information:

1. A brief Cover Letter including an Applicant's experience, if any, providing similar services.
2. Vendor shall provide a detailed description of services to be provided, and shall respond to the Scope of Work identified. Failure to adequately describe the extent of their abilities may affect how the state evaluates and scores the vendor proposal.

Include catalogs or links, if that is what is asked for.

**Vendors are encouraged to review the Evaluation criteria to see how the proposals will be scored and verify that the response has sufficient documentation to support each scoring criteria identified.**

3. One (1) complete, signed and notarized copy of the Non-Collusion Agreement (Attachment 2). **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK** – Form must be included.
4. One (1) completed RFP Exception Form (Attachment 3) – please check box if no information – Form must be included.
5. One (1) completed Profile and Capabilities Form (Attachment 4)
6. One (1) completed Confidentiality Form (Attachment 5) – please check if no information is deemed confidential – Form must be included.
7. One (1) completed Business Reference Form (Attachment 6) – please provide references other than State of Delaware contacts – Form must be included.
8. One (1) complete and signed copy of the Subcontractor Information Form (Attachment 7) for each subcontractor – only provide if applicable.
9. One (1) complete OSD Application (see link on Attachment 10) – optional, only provide if applicable

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as “non-responsive” and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**PROPOSAL REPLY REQUIREMENTS (CONT'D)**

Vendors shall compile all documentation noted above, and all other documents as required in the Scope of Work, Appendix A, and shall provide in the following format(s):

1. **Two (2)** paper copies of the vendor proposal paperwork. (1 Master, 1 copy)
2. **Two (2)** electronic copy of the vendor proposal saved to CD or DVD media disk, or USB memory stick. Any copies of electronic price files shall be included on the same electronic media, but shall be saved separately from. (1 Master, 1 copy)

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**APPENDIX A – 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 **Bill Rate Spreadsheet, Appendix C**. A detailed description of hours paid by the State, by site can be found by reviewing previous contract usage reports at:

[http://contracts.delaware.gov/contracts\\_detail.asp?i=2131](http://contracts.delaware.gov/contracts_detail.asp?i=2131)

**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.



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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

Security Company must be licensed by the State of Delaware. Condition of licensure requires the company have a physical location within the State and a local phone number. Security Company licensure applications must be approved by the board which meets quarterly.

There is no Collective Bargaining Agreement (CBA) with the State of Delaware regarding contract.

There are no required prevailing wage requirements for the State of Delaware for this contract.

Current security guard officers are the employees of the awarded vendor, not the State of Delaware.

Some locations are leased by the State of Delaware. Insurance responsibility related to third party leases are to be reviewed as necessary by the vendor.

Current billing rates, current vendor, and billed hours for the current contract can be found at:

[http://contracts.delaware.gov/contracts\\_detail.asp?i=2131](http://contracts.delaware.gov/contracts_detail.asp?i=2131)

**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 of 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 to 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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

13. Security Officers are required to undergo a urinalysis that will detect the following:
- a. Amphetamines (Speed, Uppers, Meth.)
  - b. Barbiturates (Barbs, Downers)
  - c. Benzodiazepines (Tranquilizers, Valium)
  - d. Cannabinoids (T.H.C., Pot, Marijuana)
  - e. Cocaine (Crack, Snow)
  - f. Methaqualone (Quaaludes, Ludes)
  - g. Opiates (Heroin, Smack, Morphine)
  - h. Phencyclidine (PCP)

The date of the urinalysis should be within sixty (60) days of initial assignment of the officer within the agency. Copies of these tests may be requested by the agency.

14. Shall possess binocular vision, correctable to 20/20.
15. Shall be capable of hearing ordinary conversation at 20 feet and whispered conversation at 10 feet without the benefit of artificial hearing devices.

**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 (this includes coordination of bathroom and lunch breaks with agency personnel)
- b. Fire and safety equipment
- c. Maintenance equipment
- d. Fire Alarm system
- e. Security system
- f. Emergency procedures

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

- 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

**E. SECURITY OFFICER EQUIPMENT**

The Security Company shall issue each security officer such protective devices or communications equipment as specified by the contract. This includes vehicles, automation and communication devices.

**F. 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.

5. All costs for uniforms shall be borne by the Security Company.

**G. ASSIGNMENT OF SECURITY OFFICERS**

1. Within (10) ten 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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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.
13. Security Officers, under no circumstances, will perform duties of State of Delaware employees in lieu of State of Delaware employees. Additional duties will not be added to any Security Officer position that interfere from the Security Officer performing the primary function and primary public safety scope of assignment. Agencies may not add additional duties to a Security Officer position that removes the Officer from the liability of duties or that replace services provided by a temporary or Casual/ Seasonal employee.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**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 their 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 their 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 their 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 their name followed by their 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 their 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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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.

**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.

**K. INVOICES**

1. Payment of Invoices:

- a. At the end of each calendar month, the Contractor shall render to the Agent or their 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 their designee shall not be responsible for any invoice submitted prior to the last day each month as called for in 12.1.a above or after the 15<sup>th</sup> of the following month for which the service was rendered.
- d. 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:

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

- 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 can result in suspension of pay for the duration of the shift.
- k. Failure of the Security Officer vendor to provide coverage resulting in closing of a facility, shift, event, or meeting, can result in suspension of the contract, pay, or both. Cancellation of court-ordered visitation meetings where a Security Officer is required will result in a Corrective Action Report for each incident.

**L. 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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**M. 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 their 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. The Site Commander will maintain weekly contact with State of Delaware agency representatives for each manned location as well as maintaining a communication log detailing time, agency rep, and synopsis of conversation, to include any issues and possible resolution.

**P. HOLIDAY PAY**

The contractor shall assume all costs for holiday pay.



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**APPENDIX B – SITE SPECIFIC STATEMENT OF WORK**

The following pages detail the statement of work for each location currently requiring coverage through this contract. Locations can be added/modified/removed throughout the term of the contract.

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

<b>FACILITY</b>	<b>CONTACT PERSON</b>	<b>PHONE</b>	<b>HOURS</b>
New Castle County Courthouse 500 N. King St. Wilmington, DE 19801	Lt. Michael Hertzfeld	(302) 744-4380 (302) 255-0022	Mon-Fri: 9:00a.m. – 4:00p.m.
Kent County Family Court 400 Court St. Dover, DE 19901	Anthony Garbarino	(302) 632-1123	Mon-Fri: 8:30a.m – 4:30p.m.
Sussex County Family Court 22 The Circle Georgetown, DE 19947	Willie Marshall	(302) 855-7454	Mon-Fri: 8:30a.m. – 4:30p.m.
DCSE – New Castle Administrative Office 84A Christiana Road New Castle, DE 19720	Julie Shahan	(302) 395-6520	Mon-Fri: 8:30a.m. – 4:30p.m.
DCSE - Kent 1120 Carroll's Plaza Dover, DE 19901		(302) 739-7730, ext. 404	Mon-Fri: 8:00a.m. – 4:30p.m.
DCSE - Sussex 9 Academy Street Georgetown, DE 19947	Gary Belkot	(302) 856-5045 ext. 221	Mon-Fri: 8:00a.m. – 4:30p.m.
Hudson SSC 501 Ogletown Road Newark, DE 19711	Dalva Washington	(302) 283-7503	Mon-Thu: 3:00p.m. – 9:15p.m. Sunday: 8:30a.m. – 7:00p.m.
Adams SSC 546 S. Bedford Street Georgetown, DE 19946	Kathy Bullock	(302) 856-5574	Friday: 4:30p.m. – 7:00p.m. Saturday: 8:00a.m. – 4:00p.m. Sunday: 8:30a.m. – 7:00p.m.
Milford SSC 13SW Front Street Milford, DE 19963	Suzanne Moore	(302) 424-7230	Wed & Fri: 4:30p.m. – 9:00p.m. Sunday: 9:00a.m. – 9:00p.m.
People's Place II, Dover 165 Commerce Way Dover, DE 19904	Blanche Creech	(302) 424-2420	
Belvedere State Service Center 310 Kiamensi Rd Wilmington, DE 19804	Tiffany Lewis	(302) 995-8545	Friday: 3:30p.m. – 9:15p.m. Saturday: 8:30p.m. – 6:30p.m.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

Williams SSC 805 River Road Dover, DE 19901	Janet Burke	(302) 857-5007	Wednesday: 4:00p.m. – 7:30p.m.
Milford SSC – WIC 11-13 Church Avenue Milford, DE 19963	Shonetesha Quail Marlene McCabe	(302) 424-7140 (302) 628-2005	
Northeast SSC 1624 Jessup Street Wilmington, DE 19802	Lisa Scoon	(302) 552-3500	Mon-Fri: 7:30a.m. – 5:00p.m.
Porter SSC 509 W. 8 <sup>th</sup> Street Wilmington, DE 19801		(302) 577-2800	Mon-Fri: 7:30a.m. – 5:00p.m.
Absalom Jones Community Ctr 310 Kiamensi Rd Wilmington, DE 19804	Michael Jacobs	(302) 577-8190	
Carvel Bldg. 820 N. French St. Wilmington, DE 19801	Michael Jacobs	(302) 577-8190	
“Old” Court House (King St) 900 King Street Wilmington, DE 19801	Michael Jacobs	(302) 577-8190	
Department of Labor –Disability 920 W. Basin Road, Suite 300 New Castle, DE 19720	Marc Young	(302) 324-7694	Mon-Fri: 8:00a.m. – 4:30p.m.
Department of Labor – Pencader 225 Corporate Blvd. Newark, DE 19702	Karryl McManus	(302) 761-8008	
Department of Labor – Georgetown 600 N. Dupont Hwy Georgetown, DE 19947	Karryl McManus	(302) 761-8008	
Brandywine Zoo 1001 North Park Drive Wilmington, DE 19802	Gene Peacock	(302) 571-7788, ext. 201	Sun-Sat: 8:00a.m. – 4:00p.m.
DNREC, Richardson & Robbins 89 Kings Hwy Dover, DE 19901	Leslie Reese	(302) 739-9002	Mon-Fri: 8:30a.m. – 3:30p.m.
Smyrna Rest Area 5500 Dupont Parkway Smyrna, DE 19977	Phil Hall	(302) 659-6751	Mon-Fri: 7:00a.m. – 3:00p.m.
Townsend Bldg. 401 Federal St. Dover, DE 19901	April Wright Marcene Gory	(302) 857-3456 (302) 857-3461	Mon-Fri: 8:00a.m. – 4:30p.m. Mon-Fri: 8:00a.m. – 4:30p.m. Mon-Thurs: 4:00p.m. – Midnight, Fri: 2:30p.m.- 10:30p.m.
Del Tech – Wilmington 333 N. Shipley Street Wilmington, DE 19801	Larry Mitchell Joe Fitzgerald Brian Henry	(302) 830-5233 (302) 528-6449 (302) 528-6447	

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

Del Tech – Christiana 97 Parkway Circle New Castle, DE 19720	Tom McCarthy Richard Dennis	(302) 454-3938	
Kent County Levy Court 555 Bay Road Dover, DE 19901	Allan Kujala	(302) 744-2311	
CSD – Dover High School	Adewunmi Kuforiji	(302) 857-4205	
New Castle County – Bear Library 101 Governor’s Place Bear, DE 19701		(302) 838-3300	
New Castle County – Woodlawn Library 2020 W. 9 <sup>th</sup> Street Wilmington, DE 19805		(302) 571-7425	
New Castle County – Special Events	Suzie Casey	(302) 395-5633	

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**NEW CASTLE COUNTY COURTHOUSE**

STATEMENT OF WORK

**POSITION:** SECURITY OFFICER

**LOCATION:** New Castle County Courthouse

**SHIFTS:** 12:01 AM – 7:00 AM: MONDAY THROUGH FRIDAY – ONE OFFICER (NCCCH)  
12:01AM – 8:00AM: MONDAY THROUGH FRIDAY – ONE OFFICER (NCCCH)  
12:01 AM – 8:00 AM: SAT, SUN & HOLIDAYS – ONE OFFICER (NCCCH)  
4:00 PM – 12:00 MIDNIGHT: MONDAY THROUGH FRIDAY – ONE OFFICER (NCCCH)  
8:00 AM – 4:00 PM: SAT, SUN & HOLIDAYS – ONE OFFICER (NCCCH)

**A. START OF SHIFT**

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

**B. DEFINITION OF A SHIFT**

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

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

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

**D. DAILY ROUTINE**

1. Security officers shall meet and greet the public as they enter facilities and security screen all persons entering the facility as required SOP.
2. Security officers shall monitor all alarm and building systems at their post. These include but are not limited to: Fire alarms, panic alarms, elevator alarms, door alarms and building system alarms.
3. Security officers shall monitor CCTV security camera screens.
4. Security officers shall make key hit rounds of facilities.
5. Security officers shall initiate and maintain sign-in logs for visitors, employees, and contract cleaners.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

6. Security officers shall initiate and maintain daily report logs and report in writing any special incidents.
7. Security officers shall respond to telephone calls per SOP.
8. The contract security shall acquire a working knowledge of their assigned facility and monitor and report all discrepancies to the appropriate agency.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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

STATEMENT OF WORK

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

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

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

**SHIFTS:** Kent County: Monday – Friday, excluding legal State holidays 4:00 p.m. – 8:00 p.m.  
Sussex County: Monday – Friday, excluding legal State holidays 4:00 p.m. – 9:00 p.m.  
\* Overtime may be required by the Courts in terms of extended shifts or holiday and weekend hours. There should be some flexibility considered as to the hours as these times may change in the future.

**A. DAILY ROUTINE**

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

**B. PROCEDURES FOR REPORTING PROBLEMS**

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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**C. PROCEDURES FOR END OF SHIFT**

End of shift procedures include:

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

**D. MISCELLANEOUS**

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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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

STATEMENT OF WORK

**POSITION:** SECURITY OFFICER

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

**SHIFTS:** 8:00 AM – 4:45 PM: Monday through Friday, excluding legal State holidays

**A. DUTIES**

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

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

**B. MEAL BREAK**

Meal break will be a ½ hour “working” meal break at work station based on the public safety exemption. Vendor will need to schedule this site accordingly to ensure no overtime is billed.

**C. LOCATION SPECIFICS**

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

**New Castle Office:**

- The security officer will be stationed at a desk in the lobby.
- The work hours will be 8:00 to 4:45 on weekdays.
- The contact person is Sharon Orndorff 395-6520, and the backup employee is Theodore Mermigos 395-6520.
- The security officer will make checks throughout the work area of the building approximately every ½ hour or sooner throughout the day. (Or sooner is defined as meaning: if clients enter the work area of the building the security officer will make checks between the work area, parking lot, and lobby every five minutes until the work area is clear). All checks made of the work area will be recorded on a log sheet and submitted to the contact person at the end of each week.
- The security officer will ensure that all visitors entering the building sign in and out, and maintain the sign in/out sheets in accordance with DCSE procedures.
- The security officer will maintain a copy of, and be familiar with, the evacuation plan for the building. In the event of an evacuation, the security officer would assist in maintaining order and promptly turn the sign-in sheets over to the contact person.



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

- The security officer will maintain a copy of the DCSE employee list for the building.
- The security officer will maintain a copy of the other occupant phone list for the building and the maintenance phone numbers for the building.
- At the end of each day, (3:00pm, 3:30pm, 4:00pm and 4:30pm) the security officer will be stationed/patrolling parking lots to ensure staff has safely made it to parked vehicles.

**Dover Office:**

- The security officer will be stationed at a desk in the lobby.
- The work hours will be 8:00 to 4:45 on weekdays.
- The contact person is Julie Rhoades 739-7730, ext. 404, and the backup employee is Michael Morgan 739-7730 ext. 418.
- The security officer will make checks approximately every ½ hour, or sooner throughout the day, into the common area where the other agencies are located and in the parking lot, but the majority of the time is spent in the lobby of DCSE providing high visibility.
- When clients are taken into the work area, the security officer will make checks between the work areas and lobby every five minutes until the work area is clear.
- All checks made of the work area will be recorded on a log sheet, and submitted to the contact person at the end of each week.
- The security officer will ensure that all visitors entering the building sign in and out, and maintain the sign in/out sheets in accordance with DCSE procedures.
- The security officer will maintain a copy of, and be familiar with, the evacuation plan for the building. In the event of an evacuation, the security officer would assist in maintaining order and promptly turn the sign-in sheets over to the contact person.
- The security officer will maintain a copy of the DCSE employee list for the building.
- The security officer will maintain a copy of the outside agency occupant phone list for the building and the maintenance phone numbers for the building.
- At the end of each day, (3:00pm, 3:30pm, 4:00pm and 4:30pm) the security officer will be stationed/patrolling parking lots to ensure staff has safely made it to parked vehicles.

**Georgetown Office:**

- The security officer will be stationed at a desk in the lobby.
- The work hours will be 8:00 to 4:45 on weekdays.
- The contact person is Gary Belkot 856-5045 ext. 221, and the backup contact employee is Fran Bucci 856-5045 ext. 226.
- The security officer will check around the perimeter of the building at the start of the day and approximately every ½ hour thereafter.
- The security officer will make checks throughout the work area of the building approximately every ½ hour or sooner throughout the day. (Or sooner is defined as meaning: if clients enter the work area of the building the security officer will make checks between the work area, parking lot, and lobby every five minutes until the work area is clear).
- All checks made of the perimeter and work area will be recorded on a log sheet, and submitted to the contact person at the end of each week.
- All windows and doors will be checked at the end of the day to ensure they are secure.
- The security officer will ensure that all visitors entering the building sign in and out, and maintain the sign in/out sheets in accordance with DCSE procedures.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

- The security officer will maintain a copy of, and be familiar with, the evacuation plan for the building. In the event of an evacuation, the security officer would assist in maintaining order and promptly turn the sign-in sheets over to the contact person.
- The security officer will maintain a copy of the DCSE employee list for the building.
- The security officer will maintain a copy of the other occupant phone list for the building and the maintenance phone numbers for the building.
- At the end of each day, (3:00pm, 3:30pm, 4:00pm and 4:30pm) the security officer will be stationed/patrolling parking lots to ensure staff has safely made it to parked vehicles.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**Division of Child Support Enforcement**

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

**I. PERFORMANCE**

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

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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

10) (Include any additional safeguards that may be appropriate.)

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

**II. CRIMINAL/CIVIL SANCTIONS**

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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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

**III. INSPECTION**

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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**DELAWARE STATE SERVICE CENTERS**

STATEMENT OF WORK

**POSITION:** SECURITY OFFICER

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

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

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

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

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

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

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

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

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

**Belvedere State Service Center:**

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

The Division or the Visitation Center Coordinator will notify the Contractor of any changes in the work schedule, which will include any closures due to inclement weather, as soon as possible. The Contract will not bill for hours not worked **due to inclement weather** or when ample notice has been provided (a minimum of 6 hours).

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**A. MEASURABLE OBJECTIVE**

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

**B. MEAL BREAK**

Meal break will be ½ our “working” meal break at work station based on the public safety exemption. Vendor will need to schedule this accordingly with Family Visitation Center staff (DSSC and service provider) to ensure no overtime is billed.

**C. DUTIES**

1. The Contractor is responsible for providing at least **one** trained unarmed security officer at Hudson, Adams, Dover, and Milford Visitation Centers; at least **two** trained unarmed security officers at Belvedere Visitation Center. Officers will have sufficient training in the use of OC Spray, hand-held magnetometers, age appropriate restraint devices, CPR, First Aid, and in issues related to family violence. The Division, Visitation Center Coordinator, and/or designated Visitation Center staff will notify the Contractor if additional security officers are required, as needed.
2. The Contractor is responsible for providing security officers with OC Spray and hand-held magnetometer when deemed necessary by the Visitation Center.
3. The Contractor will provide at least two hand held two-way radios for each site. The Division or Visitation Center Coordinator will advise the Contractor if additional two-way radios are necessary and the Contractor shall provide the additional radios requested.
4. The Contractor will notify the Visitation Center Coordinator and/or designated Visitation Center staff, as soon as possible if there are any changes with any security officer's work schedule. A minimum of 6 hours notice of any changes (lateness, absence) is preferred. The Contractor will provide a replacement/substitute officer to cover scheduled Security Officer's shift. All replacement/substitute security officers will have prior clearance and be trained in all aspects of the required duties to the satisfaction of the Division and Visitation Center Coordinator.
5. All information pertaining to families or family members (to include their identity) that use or plan to use Family Visitation services is held in confidence; along with any specific information pertaining to identities and/or visits. All information contained in the case files, on digital recorder, and/or video tape is confidential. No information will be released, unless subpoenaed by a court of law.
6. All Security Officers performing services at the Visitation Centers will notify the Visitation Center Coordinator and/or designated Visitation Center staff immediately if there is a Conflict of Interest (i.e. they are related to or are personally familiar with any family or family members that use or plan to use the Visitation Center). The Contractor will provide a replacement officer (an officer with prior clearance and trained in all aspects of the required duties to the satisfaction of the Division and Visitation Center Coordinator). Security Officer 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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

Security personnel will:

- a. Monitor equipment to ensure safety of clients and staff
  - b. Ensure visits are being recorded both visual and audio daily
  - c. Notify the family visitation staff (DSSC and service provider) if equipment is inoperable
7. Surveillance equipment is located throughout the center and will be monitored during the operational hours of the visitation center. All digital recorders will operate in extended play mode, will display time and date stamp, be organized and coded as instructed on site.
  8. The Contractor will advise the Division in writing of any problems or issues related to facility, security or equipment and will document in writing all incidents both intentional and accidental that occur on-site.

All recording will be reused after 28 days unless an incident has been captured or unless otherwise requested by site. Written documentation denoting the specifics of the incident and referencing the digital recording will be directed to the Visitation Center Program Manager and Division. The recording will be removed, marked with date, time and any other appropriate references and placed in a secure location. The recording will be released as evidence if a court issued subpoena is received. Incidents recorded will be retained for maximum of three years from the date of the incident(s).

9. The Contractor understands that the Security Officers may be subpoenaed to testify in a court of law. Testimony must be limited to the facts of the case and no opinions about any case should be given. Fees for testimony will be limited to the regular hourly rate.
10. Security Officers will initiate and maintain sign-in logs for all visitors, clients, and employees entering the building.
11. The Contractor is responsible for providing on-site security for the Hudson, Adams, Dover, Milford, and Belvedere Visitation Centers during the previously specified hours. The Security Officers will assist the Visitation Center Coordinator and staff in enforcing the rules of the visitation center. Specific responsibilities of the officers include but are not limited to:
  - a. Searching all baggage including pocketbooks, purses, diaper bags, presents/gifts, backpacks, etc. upon arrival;
  - b. Confiscating any items that are prohibited as delineated by the Visitation Center;
  - c. Monitoring the outside perimeter on-foot at least twice a day (not to occur during individual supervised visits);
  - d. On-going and continuous viewing activity within the facility using surveillance monitors provided by the Visitation Center;
  - e. Ensuring the safety of children, victims of domestic violence, and the staff while in or on the premises of the Visitation Center; including walking staff to their vehicles at the close of business;



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

- f. Interact with a very diverse population and have a high degree of tolerance, be even tempered, have the ability to diffuse hostile and/or aggressive situations, have the ability to be firm but fair, understanding, and have thoughtful discretion;
- g. Carry-out established procedures with DSSC staff for securing the Visitation Center at the end of the operational hours; and
- h. Answer, respond to and resolve emergency alarms; enter and disarm alarm; secure and lock-up building.

**D. TRAINING**

- 1. The Division and Visitation Center staff shall provide an initial orientation to the Visitation Center to the Contract upon award of the contract and thereafter, for new employees (including any potential replacements or substitutes) prior to assignment to the Visitation Center.
- 2. The orientation will include but is not limited to:
  - a. Tour of the Visitation Center, State Service Center, and/or Community Center;
  - b. Fire and safety equipment;
  - c. Maintenance equipment;
  - d. Fire Alarm equipment;
  - e. Security system;
  - f. Use of incident report;
  - g. Organization and mission of DSSC and the Visitation Center;
  - h. Post assignments;
  - i. Response procedures to emergencies, fire alarms, injured or sick persons, bomb threats, police assistance, or other disasters;
  - j. Orientation to Visitation Center services;
  - k. Sign-in and out procedures; and
  - l. Any information considered appropriate by the Visitation Center (DSSC staff and service provider) as necessary to perform duties.
- 3. Proficiency will be assessed by the Visitation Center Coordinator and/or designated Visitation Center staff via observation, feedback, and instruction.
- 4. The initial orientation period shall last for a period of no less than seven (7) business days/shifts.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

5. The Contractor will have assigned Site Commander carry out no less than one (1) visit per week to the Visitation Center to check on the security officer and to deal with any problems that may arise.
6. Security Personnel will attend any in-service training provided by the Visitation Center. Fees for training will be limited to the regular hourly rate.

\*\*\*The Contractor is responsible for providing at least one trained unarmed security officer at Hudson, Adams, Dover, and Milford Visitation Centers; at least two trained unarmed security officers at Belvedere Visitation Center. Officers will have sufficient training in the use of OC Spray, hand-held magnetometers, age appropriate restraint devices, CPR, First Aid, and in issues related to family violence. The Division, Visitation Center Coordinator, and/or designated Visitation Center staff will notify the Contractor if additional security officers are required, as needed.

**WILLIAMS STATE SERVICE CENTERS**

STATEMENT OF WORK

**POSITION:** SECURITY OFFICER

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

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

**A. DUTIES**

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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**MILFORD STATE SERVICE CENTER  
WIC PROGRAM**

STATEMENT OF WORK

**POSITION:** SECURITY OFFICER

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

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

**A. DUTIES**

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

**Northeast and Porter State Service Centers**

STATEMENT OF WORK

**POSITION:**

NORTHEAST: TWO (2) UNARMED SECURITY OFFICER PER SHIFT  
PORTER: ONE (1) UNARMED SECURITY OFFICER PER SHIFT

**LOCATION:**

NORTHEAST: 1624 Jessup Street; Wilmington, DE 19802  
PORTER: 509 W. 8<sup>th</sup> Street; Wilmington, DE 19801

**SHIFTS:**

NORTHEAST: Monday – Friday 7:30a.m. – 3:30p.m.  
PORTER: Monday – Friday 9:00a.m. – 5:00p.m.

**A. OVERVIEW**

Provide a safe environment for clients and staff; must be physically fit and alert; serve as the first point of contact/security to diffuse any threatening situations; report all incidents timely; will maintain a presence at the facility entrance and the assigned security station; report all unusual activity to administrator or designee.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**B. MEAL BREAK**

½ hour “working” meal break based on the public safety exemption on site.

**C. DAILY ROUTINE**

1. Sign in accurately.
2. Screen and direct all clients to sign in.
3. Monitor incoming clients.
4. Disallow beverages and food.
5. Monitor the client activity in all areas especially the receptionist area.
6. Prevent congregation around the receptionist desks and entrance doors
7. Complete periodic walks throughout the facility, all levels
8. Periodically monitor the parking lot

**D. PROCEDURES FOR REPORTING PROBLEMS**

Officers will complete incident report forms and provide a copy to the DSSC Administrator. Officers will contact the Wilmington Police Dept. and ambulance services as needed; reporting to the Center Administrator.

**E. PROCEDURES FOR END OF SHIFT**

Officer will check the facility, all levels and restrooms prior to ending their shift. Work area must be left clean. Sign out accurately.

**ABSALOM JONES COMMUNITY CENTER**

**STATEMENT OF WORK**

**POSITION:** SECURITY OFFICER

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

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

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

**A. DUTIES**

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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**CARVEL BUILDING**

STATEMENT OF WORK

**POSITION:** SECURITY OFFICER

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

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

**A. BILLING**

Billing for Security Service will be sent to Facilities Management.

**B. SUPERVISION**

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

**C. MEAL BREAK**

Meal break will be a ½ hour “working” meal break at work station based on the public safety exemption. Vendor will need to schedule this site accordingly to ensure no overtime is billed.

**D. DUTIES**

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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**“Old” Family Court Building**

STATEMENT OF WORK

**POSITION:** SECURITY OFFICER

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

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

**A. PURPOSE**

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

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

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

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

**B. POLICY**

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

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

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

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

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

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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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

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

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

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

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

**C. PROCEDURES**

**1. Persons entering the front lobby**

**a. Employees**

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

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

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

**b. General Public**

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

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

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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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

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

2. **Magnetometer**

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

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

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

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

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

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

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

**NOTE:**

*The magnetometer is a tool used to assist in the detection of prohibited items. The magnetometer is primarily designed to provide an “indication” as to the location of an inappropriate or metallic item on a person by illuminating a series of lights. However, everyone must be aware that the magnetometer is*



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

*mechanical and is subject to give "false" or "misleading" indications. Therefore, never solely rely on the indications provided by the magnetometer.*

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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

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

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

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

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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**Department of Labor - Disability Determination Service  
Creekwood Office Complex**

STATEMENT OF WORK

**POSITION:** Security Officer

**LOCATION:** Disability Determination Service  
920 W. Basin Road, Suite 300  
New Castle, DE 19720

**SHIFTS:** 8:00 A.M. – 4:30 P.M., Mondays through Fridays  
\*Excluding State Holidays

**A. OVERVIEW**

1. During the shift the security officer shall remain within monitoring range of the security station (located at the reception desk) except when performing other herein named duties. In addition, must maintain monitoring of Security Camera Workstation.
2. Security officer shall meet and greet the public as they enter the facility and security screen all persons entering the facility as required SOP.
3. Security officer shall require all visitors to the Disability Determination Service to sign the established visitors log per SOP.
4. The security officer shall acquire a working knowledge of their assigned facility and shall initiate and maintain daily report logs and report in writing any special incidents to the VR Deputy Director and record in log book. The report must include any unlocked doors, windows left open, burned out light bulbs in the interior or exterior of the building, any problems or issues to the facility, security or equipment and any other unusual findings.
5. Security officer will not use facility telephones, computers, copiers, printers or fax machines. Use of such equipment will result in immediate complaint to Security Company superiors with the requirement that the security officer must be dismissed from further assignment at this location. There are two exceptions to this requirement and that is 1) security officers may fax their time sheet to their employer at employer's request, and 2) make announcement for staff to report to the security desk.
6. Security officer shall become familiar with Emergency Procedure Guide, as provided in DDS Security Information notebook and respond accordingly.
7. In the event the Disability Determination Service is closed due to inclement weather, the contractor should monitor state mandated closing information via a radio announcement made on one of the following stations: WSTW 93.7FM, WILM 1450AM, WDEL 1150AM and WJBR 99.5FM in New Castle County and WZBH 93.5FM, WAFL 97.7FM, WDSD 94.7FM and WBOC TV Channel 16 and WMDT TV Channel 47. Every effort will be made to contact the Contractor if the Disability Determination Service closes for inclement weather or for any other unforeseen circumstance.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

8. The security officer will maintain a copy of and be familiar with the evacuation plan for the building. In the event of an evacuation, the security officer would assist in maintaining order and assisting employees to evacuate the building.
9. The Contractor will advise the Division in writing of any problems or issues to the facility, security or equipment and will document in writing both intentional and accidental that occur on-site.
10. If a security officer witnesses a theft, they are to call \*911 (Phone system requires \* before dialing 911) immediately and then contact the DDS VR Deputy Director.
11. Depending on the situation, call the police, supervisor and the VR Deputy Director immediately, if you suspect trouble. Caution and judgment is to be used to ensure your safety and the safety of the DDS personnel.
12. In the event that the security officer detects a fire, the security officer is to sound the alarm and then call the Fire Department immediately (Dial \*911). Do not try to fight the fire.
13. In performance of their duties, the security officers shall note and bring to the attention of the VR Deputy Director any recommendations to enhance security, safety and fire prevention.
14. All signs of unusual activity are to be immediately acted upon, reported as required, and logged in the logbook.
15. Security officer shall follow any additional necessary procedures included in the DDS Security Information Notebook.
16. The Security Guard will monitor all interviews taking place in the DDS hearing rooms by closed circuit video cameras.
17. If a dangerous situation arises, the Security Guard will alert the VR Deputy Director and then press the duress button which alerts local police.

**B. DAILY ROUTINE**

1. The security officer assigned will be stationed at the security desk on the 3<sup>rd</sup> floor of the building.
2. The security officer will remain in the building until 4:30 p.m.

**C. PROCEDURES FOR REPORTING PROBLEMS**

1. If mechanical problem occurs, the security officer should contact the VR Deputy Director.
2. In an emergency, the security officer should call 911 and notify the VR Deputy Director.

**D. PROCEDURES FOR LUNCH BREAK**

The security desk will close between 12:30 p.m. – 1:00 p.m. The security officer will notify the switchboard that the security desk is closed for lunch.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**E. PROCEDURES FOR END OF SHIFT**

1. Make sure security area is secured.
2. Turn off any floor or desk fans.
3. Close all interior doors that open onto center or end hallways.
4. Turn off all lights.
5. Secure exterior door.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**Department of Labor**

STATEMENT OF WORK

**POSITION:** SECURITY OFFICER

**LOCATION:** Disability Determinations Service  
920 W. Basin Rd., Suite 300  
New Castle, DE 19720

Pencader Corporate Center  
225 Corporate Blvd., Suite 108, 204 & 211  
Newark, DE 19702

❖ Entire location to include the Divisions of Unemployment Insurance, Vocational Rehabilitation, Employment & Training and Industrial Affairs Office of Labor Law. All the suites are located in the same building with common hallways. The security officer primarily remains in the Unemployment Office as they have the most client traffic on a daily basis.

Georgetown  
600 N. Dupont Hwy., Suite 105, 205 & 207  
Georgetown, DE 19947

❖ Entire location to include the Divisions of Unemployment Insurance, Vocational Rehabilitation and Employment & Training, UI and E&T are located on the second floor and share a common hallway, Suite 105 is on the street level. The security officer primarily remains in the Unemployment Office as they have the most client traffic on a daily basis. Each suite is self-contained and no other businesses utilize any DOL areas.

**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 DOL contact person as soon as possible.
3. Assist and inform clients, staff, and visitors.
4. Other duties as outlined in the DOL Handbook for Security Officers.
5. State Security Officers stationed at the DOL Wilmington Office control all card access and video surveillance throughout the day as well.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**BRANDYWINE ZOO**

STATEMENT OF WORK

**POSITION:** SECURITY OFFICER

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

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

**A. SCOPE OF WORK**

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

1. One unarmed security officer from 3:45p.m. to 12:00a.m. (Midnight) and a second shift officer from 11:45p.m. to 8:00a.m., 365 days a year. No double shifts are acceptable.
2. Hours may be increased or decreased within 12 hours notice by the State.
3. Security officers will carry out the standard operating procedures defining the duties of the individual posts as described on the attached schedule. These procedures may be amended by mutual agreement. Supervision of the security officers will be the responsibility of the contractor's management. Site supervisor must visit site weekly.
4. Upon authorization, the appropriate signs, stating that the premises are under protection of the security service, shall be posted on the premises by the contractor.
5. Management personnel of the contractor will make recommendations to the Zoo for improvement of safety; security of life, limb and property.
6. Security officers shall be alert, physically fit, cause or aid in the apprehension of all persons guilty of misconduct by contacting the State Park Enforcement or the City of Wilmington Police, and shall aid in the prosecution of said persons by testifying on behalf of the State of Delaware, Dept. of Natural Resources and Environmental Control (DNREC).
7. In the performance of their duties, the security officers shall note and bring to the attention of the contractors' supervisors any recommendations to enhance security, safety, and fire prevention.
8. All copies of insurance policies concerning general liability and false arrests shall be filed with the Dept. of Natural Resources and Environmental Control (DNREC) upon award of contract.
9. The Dept. of Natural Resources and Environmental Control (DNREC) may, with due cause being shown; require the contractor to make immediate replacement of any security officer. Any replacement individual must work one full shift with a security officer who has experience working at the Brandywine Zoo. The Dept. of Natural Resources and Environmental Control (DNREC) reserves the right to refuse any individual who, in its opinion, cannot responsibly carry out the duties as described in the Standard of Operating Procedures.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

10. Supervisors shall be available for consultation and/or information regarding the security field on a 24 hour basis, 365 days a year, and shall establish security procedures as part of the contract operations at no additional cost to the Department of Natural Resources and Environmental Control (DNREC). It is the responsibility of the security company to inform the State of personnel changes within 24 hours prior to the shift.
11. In addition to the regular scheduled trained security officers, the security company shall have two additional security officers trained and ready, to insure total coverage of all scheduled hours.

**B. STANDARD OPERATING PROCEDURES**

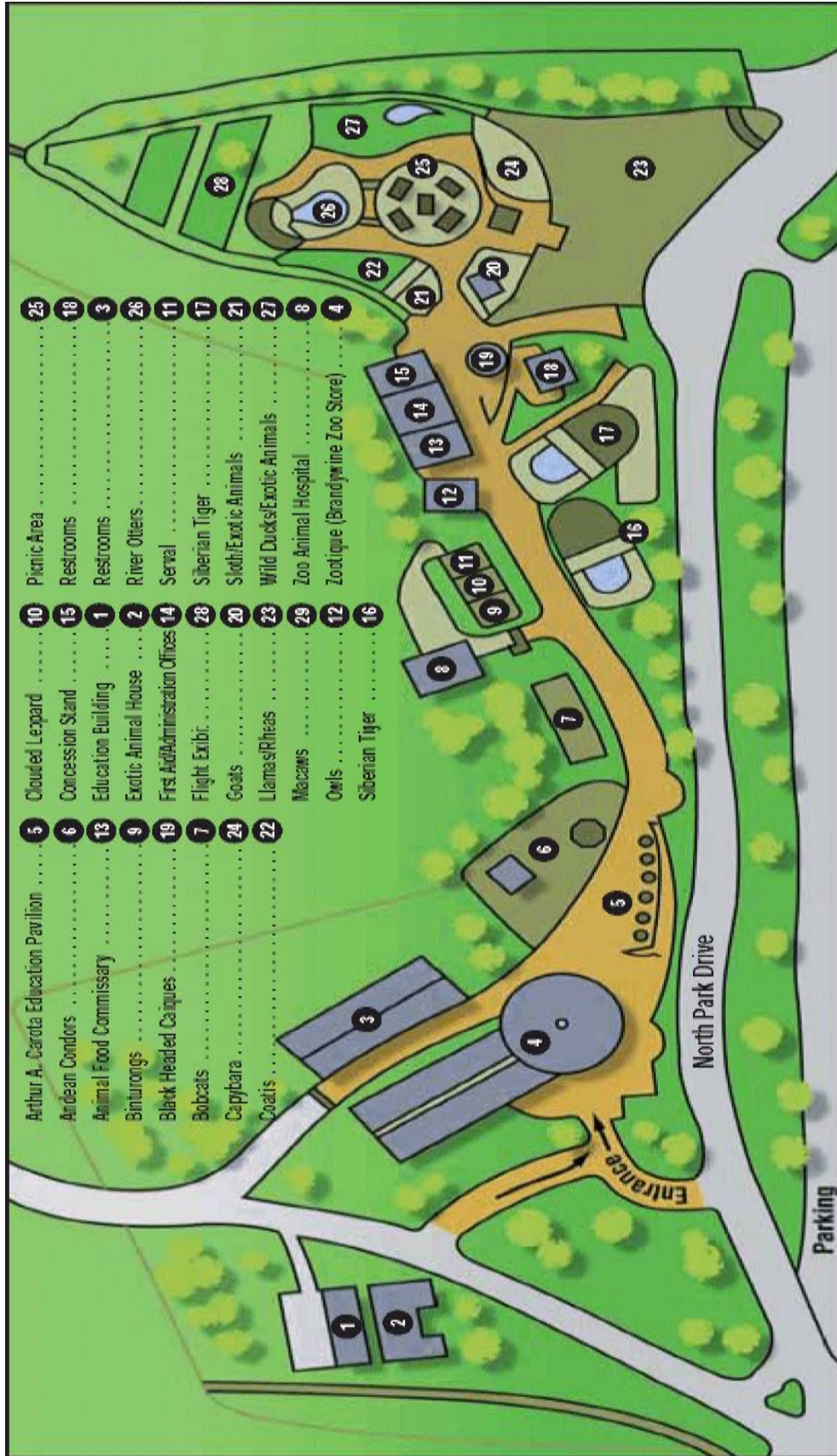
1. Duty hours are 3:45p.m. to 8:00a.m. each day. Security officer will not leave his/her post until relieved by one (1) full-time animal keeper. (This is for the morning shift only.)
2. Post is not to be left for any reason without relief.
3. Patrols should be continuous every hour. The key stations at the otters, concession stand, llama platform, and stair entrance should be monitored at least every thirty minutes. The key stations at the exotic animal house and education buildings are to be monitored at least every sixty minutes. The key at the security officer office is to be monitored every fifteen minutes when the security officer is not outside on patrol.
4. Personnel are to be alert at all times for sounds or sights of distress from the animals (these must be reported at once).
5. Because of the requirement for regular patrols to all the key stations, the officers must keep their breaks in the office to under fifteen minutes per hour. Security personnel are to remain outside of the office patrolling the entire zoo as much as possible.
6. Logs of each shift must be maintained, dated and signed.
7. All signs of unusual activity are to be immediately acted upon, reported as required, and logged in the log book.
8. During security duty hours, no visitors or animals are permitted.
9. All security officers will report on a daily basis any necessary recommendations for improvement of safety of life, limb and property (i.e., lights out, fence weaknesses).
10. (a) No animals are to be fed or touched.  
(b) No cages are to be unlocked.  
(c) No offices are to be entered.
11. The Tour of Duty System will be provided by the Brandywine Zoo, and the contractor shall use it.



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

C. BRANDYWINE ZOO MAP

Attached



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**Delaware Army National Guard  
Statement of Work**

POC for all locations is Command Sergeant Major Mike Fields: 302-357-7979/ 302-326-7082  
\*\*\*Depending on funding and DOD Threat Condition, these positions may be Armed or Unarmed in posture.  
-Ref. GSS15363-ARMEDSECURITY [http://contracts.delaware.gov/contracts\\_detail.asp?i=2827](http://contracts.delaware.gov/contracts_detail.asp?i=2827)

\*\*\*\*\*

**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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**DNREC, Richardson & Robbins Building**  
**STATEMENT OF WORK**

**POSITION:** VISITOR CENTER SECURITY OFFICER

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

**HOURS:** 8:00AM – 4:30PM: Monday – Friday

A. **DUTIES:**

1. Visitor Center Security Officer provides customer service for DNREC, for internal and external contacts in person. Greets visitors and directs them to appropriate staff/office and issues visitor passes.
2. Logs of each shift must be maintained, dated and signed.
3. All signs of unusual activity are to be immediately acted upon, reported as required and logged into the log book.
4. Depending on the situation, call the police, caution and judgment is to be used to ensure safety of guard and the safety and security of the building. Emergency contact numbers are provided in the Standard Operating Procedures.

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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**SMYRNA REST AREA**

STATEMENT OF WORK

**POSITION:** SECURITY OFFICER

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

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

**DUTIES**

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

Police and Fire Departments	911
Ron Szyszkowski, Rest Area Manager	222-7899
Tom Lankford, Maintenance Superintendent	632-2599
Maria Fantini, Assistant Central District Engineer	632-2543
Tom Greve, Central District Engineer	674-4901

- 1. To report anyone breaking and entering into the building (main or maintenance) or any and all vehicles within the parking lots and private vehicles in employee parking lot. When security officer is here with Rest Area personnel, they should check with the Rest Area Supervisor as to what doors and windows should be locked.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

Any doors or windows that cannot be locked shall be reported to the security officer's supervisor and the Rest Area official.

2. Depending on the situation, call the police, supervisor and a DOT or Rest Area official immediately, if you suspect trouble. Caution and judgment is to be used to ensure your safety and the safety and security of the Rest Area facility.
  3. In the event that the Rest Area has a fire, the security officer is to sound the alarm and then call the Smyrna Fire Department immediately (DIAL 911 OR "O"). Then, call your supervisor and Rest Area Official. Do not try to fight the fire.
  4. The security officer's job is to ensure that Rest Area property and equipment can be protected by the State Police and the Smyrna Fire Departments. The security officer is the Rest Area's ears and eyes during the time they are on duty and are to report any unusual occurrences to these departments to ensure the safety and security of the facility. The security officer's supervisor and Rest Area official are to be notified immediately after the Police and Fire Departments.
- F.** The Security Company shall provide one (1) scanner and seven (7) scan locations. The scanner shall be secured in a locked box at a designated location.
- G.** The Security Company shall, on a weekly basis, furnish legible and decipherable tape from the time clock which provides the times the security officer made his/her rounds.
- H.** REPORTING ON POST FOR SECURITY OFFICERS
1. Security Officer shall report on post at the proper scheduled time.
  2. Security Officer shall patrol the Rest Area grounds and main buildings every one-half hour (1/2) and the maintenance building every hour and log times in the book. During inclement weather, officer shall wear appropriate clothing to make the stated rounds.
  3. After each thirty-minute patrol, the officer shall record any occurrence on the log sheet.

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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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

STATEMENT OF WORK

**POSITION:** SECURITY OFFICER

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

**SHIFTS:** Monday – Thursday, excluding legal State holidays: 6:00p.m. – 12:15a.m.  
Friday, excluding legal State holidays: 6:00p.m. – 10:45p.m.  
\* Hours may vary from time to time due to scheduled events or unforeseen circumstances.  
Advance notice will be given whenever possible.

**A. OVERVIEW**

1. During the shift the security officer shall remain within monitoring range of the security station (located at the reception desk) except when performing other herein named duties. In addition, must maintain monitoring of Security Camera Workstation.
2. The security officer shall not be considered off duty until all employees have left the premises for the evening. Under no circumstances will the facility be left unprotected if employees remain on the premises.
3. Security officer shall meet and greet the public as they enter the facility and security screen all persons entering the facility as required SOP.
4. Security officer shall monitor all alarm and building systems at their post. These include but are not limited to: fire alarms, panic alarms, elevator alarms, door alarms and building system alarms.
5. Security officer shall make rounds of facility as defined in daily routine.
6. Security officer shall require all visitors to the Division of Corporations to sign the established visitors log per SOP.
7. The security officer shall acquire a working knowledge of their assigned facility and shall initiate and maintain daily report logs and report in writing any special incidents to the 4-12 Manager and record in log book. The report must include any unlocked doors, windows left open, burned out light bulbs in the interior or exterior of the building, any problems or issues related to the facility, security or equipment and any other unusual findings.
8. Security officer shall carry one of two provided (by the State) walkie-talkies at all times while on duty.
9. Security officer will not use facility telephones, computers, copiers printers or fax machines. Use of such equipment will result in immediate complaint to Security Company superiors with the requirement that the security officer must be dismissed from further assignment at this location. The only exception to this requirement is that security officers may fax their time sheet to their employer at employer's request.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

10. Security officer shall become familiar with Emergency Procedure Guide, as provided in Security Information notebook and respond accordingly.
11. In the event the Division of Corporations is closed due to inclement weather, the contractor should monitor state mandated closing information via a radio announcement made on one of the following stations WSTW 93.7FM, WILM 1450AM, WDEL 1150AM and WJBR 99.5FM in New Castle County and WZBH 93.5FM, WAFL 97.7FM, WDSD 94.7FM and WBOC TV Channel 16 and WMDT TV Channel 47. Every effort will be made to contact the Contractor if the Division of Corporations closes for inclement weather or for any other unforeseen circumstance.
12. The security officer will maintain a copy of and be familiar with the evacuation plan for the building. In the event of an evacuation the security officer would assist in maintaining order and assisting employees to evacuate the building.
13. The Contractor will advise the Division in writing of any problems or issues to the facility, security or equipment and will document in writing all incidents both intentional and accidental that occur on-site.
14. The 4-12 shift section manager will review the monthly invoice statement and notify the contractor if revisions are warranted. If no revisions are warranted the 4-12 shift section manager will forward the invoice to the appropriate State agency.
15. If they identify an unknown or unrecognized person, the security officer will continue to watch closely and make verbal contact by asking if they can help or answer any questions. Watch the person or persons until they have left the building. Report the incident to the Division of Corporations evening shift manager and annotate the log with a written description of the person and their behavior, to include location and time of encounter. This will be useful if we need to review our camera recordings at a later date.
16. If a security officer witnesses a theft, they are to call \*911 (Phone system requires \* before dialing 911) immediately and then contact the Division of Corporations 4-12 shift section manager.
17. Security officer should report anyone breaking and entering into the building and any vehicles within the parking lots to include private vehicles in employee parking lot. Any doors or windows that cannot be locked shall be reported to the security officer's supervisor and the Division of Corporations 4-12 shift section manager.
18. Depending on the situation, call the police, supervisor and the Division of Corporations 4-12 shift section manager immediately, if you suspect trouble. Caution and judgment is to be used to ensure your safety and the safety and security of the Division of Corporations personnel.
19. In the event that the security officer detects a fire, the security officer is to sound the alarm and then call the Fire department immediately (Dial \*911). Then notify the 4-12 shift section manager, your supervisor and the Capitol Police. Do not try to fight the fire.
20. Security officers shall be alert, physically fit, cause or aid in the apprehension of all persons guilty of misconduct by contacting Capitol Police, and shall aid in the prosecution of said person(s) testifying on behalf of the State of Delaware.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

21. In performance of their duties, the security officers shall note and bring to the attention of the contractors' supervisors and 4-12 shift section manager any recommendations to enhance security, safety and fire prevention.
22. All signs of unusual activity are to be immediately acted upon, reported as required, and logged in the log book.
23. Security officer shall follow any additional necessary procedures included in the Security Information Notebook.

**B. DAILY ROUTINE**

1. The security officer assigned will be stationed at the security desk on the basement floor of the building and is required to be present at the Townsend Building and report to the 4-12 Section Manager prior to building lock-down at 6:00p.m. Security Information notebook, logbook and pass-key shall be provided at the time of reporting. After 6:00p.m. The entrance to the building is restricted to those with working pass-keys or with approval by the 4-12 Section Manager.
2. The security officer will remain in the building until all employees have completed their business and will be responsible to secure all doors.
3. The security officer will be expected to conduct security rounds of both the interior and exterior of the building. Security rounds will include the following: a) The work areas of the basement should be patrolled every ½ hour and recorded in the log book – turn off all lighting during the last round. b) The first floor which only includes the offices of the Secretary of State and the Information Center Office should be patrolled every ½ hour and recorded in the log book – turn off all lighting during the last round. c) The exterior perimeter of the building should be patrolled shortly after arrival and shortly before closing and reported in log book – this should include confirmation that all entrances are secure.
4. The security officer shall monitor via security cameras and patrol the parking lot with focus toward any unauthorized persons and specific attention to any dumpsters, state or employee vehicles. The security officer shall advise any unauthorized persons to exit the property or contact the 4-12 Section Manager when necessary.
5. The security officer shall escort any Corporations employee from the building to their vehicle. This includes employees working late or overtime and 4-12 staff as they leave for dinner breaks. Patrol of the building should be scheduled to allow availability at scheduled dinner breaks. A schedule of dinner breaks shall be provided in the Security Information notebook. Employees shall be responsible for notifying security officer of any singular changes in dinner break or end individual shift times.

**C. PROCEDURES FOR REPORTING PROBLEMS**

1. If mechanical problem occurs the security officer should contact the 4-12 shift section manager for Division of Corporations.
2. In an emergency the security officer should call 911 and notify the 4-12 shift section manager for the Division of Corporations.



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**D. PROCEDURES FOR END OF SHIFT**

1. Make sure boiler room door is bolted.
2. Turn off any floor or desk fans at security desk. Additionally officer will document any fans found on throughout the building during the last round and notify the 4-12 shift section manager.
3. Close all interior doors that open onto center or end hallways.
4. Turning off all lights.
5. Log off Security Camera workstation.
6. Return pass key to 4-12 shift section manager.
7. Escort 4-12 staff out of the building and remain in full view of the parking lot until all staff have entered their vehicles and driven off the parking lot.
8. Secure exterior door.

**E. CERTIFICATION**

All security officers are required to provide a copy of their current CPR/first aid certification card to the 4-12 shift section manager when reporting for duty the first time. Security officer will be responsible for providing a copy of any updates or renewals to their CPR/first aid card.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**DEL TECH COMMUNITY COLLEGE – WILMINGTON**

STATEMENT OF WORK

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

**LOCATION:** Wilmington Campus – 333 North Shipley Street, Wilmington, DE 19801

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

**A. DUTIES**

1. Patrol exterior parking lots. Vendor will be responsible for providing a patrol vehicle.
2. Additional duties may be assigned, as determined by the Security Supervisor. (i.e. jump student/staff dead vehicle batteries)
3. Contact the Public Safety Dispatcher in the event of any problems. (302) 573-5418. Major emergencies, immediately contact 911 center.

**B. MEAL BREAK**

Meal break will be a ½ hour “working” meal break at work station based on the public safety exemption. Vendor will need to schedule this site accordingly to ensure no overtime is billed

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**DTCC – Industrial Training Center**

STATEMENT OF WORK

**POSITION:** SECURITY OFFICER

**LOCATION:** 97 Parkway Circle  
New Castle, DE 19720

**SHIFTS:** Monday – Thursday: 7:00a.m. – 3:00p.m.  
Monday – Thursday: 3:00p.m. – 10:00p.m.  
Friday: 7:00a.m. – 5:00p.m.  
Saturday: 7:00a.m. – 3:00p.m.

**A. 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

**B. MEAL BREAK**

Meal break will be a ½ hour “working” meal break at work station based on the public safety exemption. Vendor will need to schedule this site accordingly to ensure no overtime is billed

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**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. – 4:30 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.

<b>Name</b>	<b>Sat.</b>	<b>Mon.</b>	<b>Tues.</b>	<b>Wed.</b>	<b>Thurs.</b>	<b>Fri.</b>
S/O #1 unarmed	Off	7:30a- 4:30p	7:30a- 4:30p	7:30a- 4:30p	7:30a- 4:30p	7:30a- 11:30a
S/O #2 unarmed	10:00a- 2:00p					11:30a- 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. MEAL BREAK**

Meal break will be a ½ hour “working” meal break at work station based on the public safety exemption. Vendor will need to schedule this site accordingly to ensure no overtime is billed.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**C. 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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**Capital School District**

STATEMENT OF WORK

**POSITION:** FOUR (4) SECURITY OFFICERS

**LOCATION:** Dover High School  
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 required: (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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**New Castle County Government  
Bear Library**

STATEMENT OF WORK

**POSITION:** UNARMED SECURITY OFFICER

**LOCATION:** Bear Library – 101 Governors Place, Bear DE, 19701

**SHIFTS:** Monday: 4-9pm  
Tuesday: 4-9pm  
Wednesday: 4-9pm  
Saturday: 10-5pm  
Sunday: 1-5pm

**A. OPENING DUTIES**

Check in at the info desk and retrieve logbook. Sign in on the clipboard in the staff room.

**B. ESSENTIALS**

1. Walk the entire library floor (do a lap) every 15 minutes. A typical lap consists of the following:
  - Walk outside to check the front of the building (from the book drop to the handicapped parking),
  - Walk inside and check restrooms,
  - Walk through the vestibule to the meeting room pre-function area,
  - While in the meeting room pre-function area glance into the meeting rooms,
  - Walk into the library and bear right into the Kids Room,
  - Do a lap of the Kids Room perimeter, including the Storytime Room, and be sure to glance down the book aisles,
  - Walk out of Kids and turn right, walk through teen area,
  - Turn left and walk along the outside perimeter of the building (along the study tables), again look around and glance down the book aisles as you walk,
  - Turn right and walk through the magazine reading areas,
  - Turn right and walk into the Computer Room and walk the perimeter, again look at people and notice who is in the room and what they are doing,
  - Glance into the Classroom and the Computer lab as you walk by them,
  - As you come out of the Computer Room glance into meeting room 3 if something is going on,
  - Glance into the study rooms as you walk by them,
  - Turn left and walk up and down 3 random aisles on the adult floor – its always a good idea to start in the AV area because this is our area of greatest theft,
  - End up at the Info Desk. When not walking rounds stand behind the low book shelves behind the Info Desk, keeping eyes on the front door, check out desk, kids room, and computer room behind you to monitor anything happening.
2. Check the employee parking lot once per hour – walk through the staff workroom and out to the receiving room to look around the lot.
3. Be visible and engaged presence in the library.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**C. REQUIREMENTS**

1. Know and enforce the library rules. These can be found in the vestibule and are also attached to this document. This includes our policies on cell phone and computer use, food and drink in the library, and any other disruptive and/or destructive behaviors that are not tolerated in this library.
2. Detect and report violations to the Info Desk staff so we can handle the situation together. Info Desk staff is in charge of the building.
3. Record all major incidents in the security incident log which is kept at the Info Desk.
4. Be familiar with our emergency and evacuation procedures and support Info Desk staff in the event of an emergency or evacuation.
5. We expect the first few weeks that you will inform the Info Desk staff when you see a violation of the rules and we can handle it together. Later we hope you will feel comfortable dealing with violations independently and informing the Info Desk of the event.
6. During an incident, act as crowd control and be able to diffuse a situation without escalating it.
7. We will ask you to back up staff during any situation that requires we ask patrons to leave the library.
8. Check in with staff as you walk by service desks.

**D. CLOSING DUTIES**

1. At 15 minutes to closing time: Sweep the entire library, taking note of any patrons in the library at the time. Check all of the public bathrooms.
2. At 5 minutes to closing time: Sweep the building again, gently remind patrons that the library is closing and that they need to start packing up and/or go to the check-out desk to check out.
3. At close: Double check that all patrons are out, that all doors are locked, and walk out with staff.

**E. DO'S AND DON'TS**

- Please turn off your cell phone while you are walking the floor or the grounds.
- Please do not browse for personal library materials while on duty. We welcome your patronage, but only before or after your shift or on a day when you are not working with us.
- Please feel free to use the coat rack, the staff bathrooms and the staff refrigerator.
- No gum, iPods or earphones while on duty.
- No computer use while on duty – this includes staff computers.
- Please keep personal conversations with patrons and other staff members to a minimum.
- Please do not touch patrons, especially children, or other staff members.
- Approach patrons and library staff with tact, courtesy, emotional stability, and professionalism.



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**New Castle County Government  
Woodlawn Library**

STATEMENT OF WORK

**POSITION:** UNARMED SECURITY OFFICER

**LOCATION:** Woodlawn Library – 2020 W. 9<sup>th</sup> Street, Wilmington, DE, 19805

**SHIFTS:** Woodlawn Library – 32 hours a week  
Monday: 2-9pm  
Tuesday: 2-9pm  
Wednesday: 2-9pm  
Saturday: 10-5pm  
Sunday: 12-5pm

**A. OPENING DUTIES**

Check in at the reference desk and retrieve logbook. Sign in on the clipboard in the staff room.

**B. ESSENTIALS**

1. Walk the entire library (adult – children’s and the meeting room corridor) every half-hour. Please notify the reference desk of any problems.
2. Check the bathrooms every half-hour. Please notify the circulation desk of any problems.
3. Walk the grounds once an hour during your shift. Please notify the circulation desk of any problems.

**C. REQUIREMENTS**

1. Know and enforce the library rules. These can be found on the board by the circulation desk. This includes out policies on cell phone and computer use, food and drink in the library, and any other disruptive and/or destructive behaviors that are not tolerated in this library.
2. We expect the first few weeks that you will inform the reference staff when you see a violation of the rules and we can handle it together. Later we hope you will feel comfortable dealing with violations independently and informing the reference desk of the event.
3. During an incident, act as crowd control and be able to diffuse a situation without escalating it. We will ask you to back up staff during any situation that requires we ask patrons to leave the library.
4. Know when to call 911.

**D. CLOSING DUTIES**

1. At 15 minutes to closing time: Sweep the entire library, taking not of any patrons in the library at the time, especially in the children’s area. Lock all of the public bathrooms.
2. At close: Double check the doors as you and the remaining library staff exit the building.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**E. DO'S AND DON'TS**

- You may sit at the security desk in the lobby when not walking the floor or the grounds.
- You may read, eat or talk on the phone at your desk only.
- Please turn off your cell phone while you are walking the floor or the grounds.
- Please do not browse for personal library materials while on duty. We welcome your patronage, but only before or after your shift or on a day when you are not working with us.
- No gum, iPods or earphones while on duty.
- No computer use while on duty – this includes staff computers.
- Please keep personal conversations with patrons and other staff members to a minimum.
- Please do not touch patrons, especially children, or other staff members.
- Approach patrons and library staff with tact, courtesy, emotional stability, and professionalism.

**New Castle County Government  
Special Events**

STATEMENT OF WORK

**POSITION:** UNARMED SECURITY OFFICER

<b>LOCATION:</b>	BANNING PARK	PLATINUM PICNIC
	CAROUSEL PARK	SLEEP UNDER THE STARS
	ROCKWOOD PARK	SLEEP UNDER THE STARS
	GLASGOW PARK	SLEEP UNDER THE STARS

**SHIFTS:** DATES AND SHIFT REQUIREMENTS WILL BE ON AN AS NEEDED BASIS

**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 their post until relieved by replacement officer or New Castle County representative.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**Division of Social Services**  
**STATEMENT OF WORK**

**POSITION:** SECURITY OFFICER

**LOCATION:** 655 S. Bay Road, Suite 6A, Dover, DE 19901

**HOURS:** 8:00AM – 4:30PM: Monday – Friday

A. **DUTIES:**

1. Periodically patrol client, common and staff office areas to improve security.
2. Record visitors to the building on a sign-in/sign-out sheet, and report unusual occurrences in the work area to the DSS contact person as soon as possible.
3. Assist and inform clients, staff, and visitors.

B. **MEAL BREAK:** 30-60 minutes between 11:30am and 1:30pm

**DEPARTMENT OF TECHNOLOGY & INFORMATION**  
**STATEMENT OF WORK**

**POSITION:** SECURITY OFFICER

**LOCATION:** Biggs Data Center 1901 North DuPont Highway, New Castle Delaware 19720

**SHIFTS:** 4:00 PM – 12:00 AM: MONDAY THROUGH FRIDAY –ONE OFFICER (BIGGS)  
12:00 AM – 8:00 AM: MONDAY THROUGH FRIDAY – ONE OFFICER (BIGGS)  
12:00 AM – 8:00 AM: SAT, SUN & HOLIDAYS – ONE OFFICER (BIGGS)  
8:00 AM – 4:00 PM: SAT, SUN & HOLIDAYS – ONE OFFICER (BIGGS)  
4:00 PM – 12:00 AM: SAT, SUN & HOLIDAYS – ONE OFFICER (BIGGS)

B. **DUTIES:**

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

1. Accept delivers from vendors from the front door or back door. All deliveries must be documented in a log book.
2. Record all visitors or anyone needing access to the Data Center/building on a sign-in/sign-out book. Anyone needing access should be on list that will be provided. Anyone not on the list, will need to be verified by the Site Supervisor. Special instructions will be provided.
3. Report/record any unusual occurrences in the Data Center area to the Site Supervisor as soon as possible.
4. Any alarms or alerts within the Biggs Data Center must be responded to as soon as possible by calling the Computer Operators. Instructions will be provided.
5. Create daily logs for each shift must be maintained dated and signed to be review by the Site Supervisor to track any Data Center related issues.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

6. Monitor the camera views to ensure there are unusual occurrences or unwanted guess outside of the building. Because of the equipment and sensitivity of the facility, the security officers must remain in the Biggs Data Center throughout their shift. There is a kitchen with a refrigerator, microwave, water and desk top over in the area. Post is not be left for any reason without relief.
7. During security duty hours, no visitors or animals are permitted.
8. There is NO smoking in the Biggs Data Center or outside of the building.
9. Security Officer shall not use facility telephones, workstations/computers, copiers, printers, or fax machines for personal use. Offices cannot bring in personal devices and connect them to the state network.
10. After each shift, the assigned access badge needs to be turned and turned over to the next shift for use. The process needs to be documented in the log to ensure the whereabouts of the access badge.
11. Perform daily walk- through of the Biggs Data Center and UPS room. A check list will be provided.

D. **MEAL BREAK:** Meal breaks will be ½ hour “Working” meal break at work station or kitchen area.

E. **OTHER HEADING OPTIONS:**

1. Site Supervisor =Kenneth Mitchell (H) 302-836-5647, (C) 302-535-7593
2. Facilities Coordinator = Jennifer Warrington (C) 302-270-8341
3. Wm Penn Computer Operators = 302-739-9533. More information will be provided.

**Edward Pyle and Shipley State Service Centers**  
Statement of Work

**POSITION:**

EDWARD PYLE: ONE (1) UNARMED SECURITY OFFICER PER SHIFT  
ANNA C. SHIPLEY: ONE (1) UNARMED SECURITY OFFICER PER SHIFT

**LOCATION:**

EDWARD PYLE: 34214 Pyle Center Road, Frankford DE 19945  
ANNA C SHIPLEY: 350 Virginia Ave. Seaford DE 19973

**SHIFTS:**

EDWARD PYLE: Monday to Friday 07:30 a.m-4:30 p.m.  
ANNA C SHIPLEY: Monday to Thursday 07:30 a.m. – 4:30 p.m. Friday 07:30a.m.-7:30p.m.

A. **OVERVIEW:**

Provide a safe environment for clients and staff; must be physically fit and alert; serve as the first point of Contact/security to diffuse any threatening situations; report all incidents timely; will maintain a presence at the facility entrance and the assigned security station; report all unusual activity to administrator or designee.

B. **MEAL BREAK:**

½ hour “working” meal based on the public safety exemption on site.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**C. DAILY ROUTINE**

1. Sign in accurately.
2. Screen and direct all clients to sign in.
3. Monitor incoming clients.
4. Disallow beverages and food if requested by administrator.
5. Prevent congregation around receptionist desks and entrance doors.
6. Complete periodic walks throughout the facility and check exterior parking areas.

**D. PROCEDURES FOR REPORTING PROBLEMS:**

Officers will complete incident report forms and provide a copy to DSSC Administrator. Officers will contact Appropriate Police Dept. and ambulance services as needed; reporting to the Center Administrator.

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

At the end of the shift a complete walkthrough must be completed including all restrooms. Work area must be left neat and clean. Sign out accurately.

**Thurman Adams State Service Center  
STATEMENT OF WORK**

**POSITION:** UNARMED SECURITY OFFICER

**LOCATION:** Sussex County Health Unit, 544 S. Bedford St, Georgetown, DE 19947

**SHIFTS:** Designated Wednesdays, 8:00 a.m. – 04:30 p.m.

**A. OPENING DUTIES**

1. Check in at the Public Health reception desk and retrieve logbook. Sign in on the sign-in sheet located at the front desk.

**B. ESSENTIALS**

1. Monitor incoming clients.
2. Prevent congregation around the main and the clinic reception desks, entrance and exit doors.
3. Walk the client waiting areas and open public areas of the health unit every half-hour during your shift, monitoring these areas for suspicious activity and/or problems. Please notify the Clinic Manager's Office of any concerns identified.
4. Check the public restrooms in these areas every half-hour during your shift. Please notify the Clinic Manager's Office of any problems.
5. Walk the grounds and parking lot immediately surrounding the health unit once an hour during your shift. Please notify the Clinic Manager's Office of any problems.
6. Complete and submit an incident report for any problems or potential problems noted during your shift. Submit the incident report to the Clinic Manager's office prior to end of your shift.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**C. REQUIREMENTS**

1. Know and enforce the service center rules prohibiting smoking, drugs, alcohol, and firearms. This includes addressing inappropriate attire, and any disruptive and/or destructive behaviors that are not tolerated.
2. Know and enforce emergency protocols for the health unit as will be shared with you at orientation.
3. During an incident, act as crowd control and be able to diffuse a situation without escalating it. We will ask you to back up staff during any situation that requires we ask visitors to leave the health unit, or remain in a specified location.
4. Know when to call 911. Notify the Clinic Manager's office immediately upon making a 911 call, or designate a specific individual to do so for you if you are unable due to your response activity. As soon as you are able to detach from the situation, follow-up to ensure that the Clinic Manager's office was notified.

**D. MEAL BREAK**

1. One half-hour "working meal" based on the public safety exemption on site.

**D. CLOSING DUTIES**

1. At 15 minutes prior to closing time: Walk through of the entire health unit, taking note of any clients or visitors in the health unit at the time, especially in the Conference Room, Break area and rest rooms.
2. Complete an entry of the day's events in the log book and place it in the Clinic Manager's mailbox.
3. Sign out.

**E. DO'S AND DON'TS**

- You may sit at the table and chair by the reception desk in the lobby when not walking the floor or the grounds. .
- Please do not use your cell phone while you are while on duty.
- Please do not read for personal reasons while on duty. We welcome your interest in Public Health, but only before or after your shift or on a day when you are not working with us.
- No gum, iPods or earphones while on duty.
- No computer use while on duty – this includes staff computers.
- Please keep personal conversations with visitors, clients and other staff members to a minimum.
- Please do not touch visitors or clients, especially children, or other staff members.
- Approach visitors, clients, staff and contractors with tact, courtesy, emotional stability, and professionalism.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**Sussex County Administration Building  
Site Specific Statement of Work**

**Location: Sussex County Administration Building, Sussex County West Complex, Sussex County Air Port and Industrial Park**

**Shift:** 3:30pm to 11:30pm Sunday and Wednesday 1 Security Officer

**Duties:** Monitor Lobby of **Administration Building**, direct all persons entering to sign in and out(wedding parties do not sign in or out), check access badges to assure they are valid, patrol building checking for fire, water leaks in rest rooms and the building during heavy rain storms.

**Shift:** 7:30pm to 3:30pm Saturday and Sunday 1 Security Officer

**Duties:** Unlock front doors of **Administration Building** for wedding parties (half hour to an hour prior to wedding time), relock doors after wedding party has vacated the building. Monitor Lobby, direct all persons entering to sign in and out (wedding parties do not sign in or out), check access badges to assure they are valid, patrol building checking for fire, water leaks in rest rooms and the building during heavy rain storms when no one is in the building (exception; when title searchers are in the building, it is OK to do checks)

**Shift:** 11:30pm to 7:30am Friday and Saturday 1 Security Officer

**Duties:** Check all floors in **Administration Building** for anyone in building, anyone found must be advised to leave. Activate alarm in administration building and respond to **the West Complex**; check all floors and restrooms for any water leaks or other problems, do a perimeter check to assure all doors are secured. Respond to **Airport** and check terminal build interior to ensure offices are secured, check restrooms for water leaks, check interior doors to Arenas Bar and Grill to ensure they are locked. Exterior door from tarmac to terminal stays unlocked 24/7 for pilots use.

Respond to **Industrial Park**. Patrol looking for open doors to buildings and vehicles, possible trespassers, vandalism.

Return to **Administration Building**, deactivate alarm and monitor building. Approx. 2:00am, activate alarm and respond to Industrial Park conducting a patrol of the area. Return to the **Administration Building** by 6:00am, deactivate the alarm, and monitor front doors for anyone needing to gain entry to the building. Check access cards and have person sign in.

Officers needed to fill in at various times for county officers on vacation, sick leave, etc.

A copy of Sussex County Post Orders may be supplied on request.

Contact Persons are as follows;

Richard Horner – Sussex County Security Supervisor/Constable

Email – [Richard.Horner@sussexcountyde.gov](mailto:Richard.Horner@sussexcountyde.gov)

Office Phone – 302-855-7375

Cell Phone – 302-841-7804

Ronald Verosko – Sussex County Safety and Security Manager

Email – [Ronald.Verosko@sussexcountyde.gov](mailto:Ronald.Verosko@sussexcountyde.gov)

Office Phone – 302-855-7386

Cell Phone – 302-542-5619

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**DELAWARE PSYCHIATRIC CENTER**  
**SCOPE OF DUTIES**

The vendor will ensure all security staff assigned to DPC receives training in Mandt and other DPC practices in compliance with the current modules utilized for staff training.

DPC will provide training to Contractor in conformity with all policies and procedures currently practiced at DPC. Contractor will ensure that all security staff assigned to DPC are trained in DPC's Security Officer Training.

The security staff assigned to DPC will work 24 hours a day in three shifts providing coverage during all hospital operating hours.

The security staff assigned to DPC will report to nursing supervisors during their shifts at DPC.

The security staff assigned to DPC will be required to assist with physical restraint if needed to assist nursing staff.

Security Officer will be required to

- Conduct rounds in all hospital areas on the main hospital level and Lower Level Sussex during their hours on duty.
- Participate by supporting nursing during hospital codes.
- Assist with new clients being admitted into DPC. Security will be responsible for the following duties (procedures for these duties are part of the new Security Officer training):
- Checking client belongings for contraband and "wandering" clients admitted to ensure there is no contraband present on the client's person or in their belongings.
- Ensure client and staff safety during the admission process.
- Ensure client belongings are safely secured per DPC policy.



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**APPENDIX C – BILL RATES**

<b>LOCATION</b>	<b>LOCATION</b>	<b>BILL RATE (Thru 01/31/19)</b>	<b>BILL RATE (Eff. 02/01/19)</b>	<b>BILL RATE (Eff. 02/01/20)</b>
1	New Castle County Courthouse			
2	Kent County Family Court			
3	Sussex County Family Court			
4	Div. of Child Support Enforcement - NC			
5	Div. of Child Support Enforcement - KC			
6	Div. of Child Support Enforcement - SC			
7	Hudson SSC			
8	Georgetown SSC (Thurman Adams)			
9	Milford SSC			
10	People's Plaza II, Dover			
11	Belvedere State Service Center			
12	Williams SSC			
13	Milford SSC – WIC			
14	Northeast SSC			
15	Porter SSC			
16	Absalom Jones CC			
17	Carvel Bldg.			
18	900 King Street			
19	Dept. of Labor - Disability Determinations Srv. (NC)			
20	Department of Labor – Pencader			
21	Department of Labor – Georgetown			
23	DNREC, Richardson & Robbins Bldg.			
24	Smyrna Rest Area			
25	Townsend Bldg.			
31	New Castle County - Claymont Library			
32	New Castle County - Bear Library			
33	New Castle County - Woodlawn Library			
38	Division of Social Services (Blue Hen)			
39	Biggs Data Center			
40	Pyle State Service Center			
41	Shipley State Service Center (added			
42	Thurman Adams State Service Center			
43	Sussex County Administration Building, Sussex County West Complex, Sussex County Airport and Industrial Park			
44	Adams Service Center Modification			
45	Delaware Psychiatric Center			