



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

February 27, 2018

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

FROM: STEVEN CHILLAS  
STATE CONTRACT PROCUREMENT OFFICER  
302-857-4549

SUBJECT: **AWARD NOTICE – Addendum #2 Effective May 25, 2018**  
**CONTRACT NO. GSS18208-SECURITY**  
**Security Officer Services - Unarmed**

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## KEY CONTRACT INFORMATION

### 1. MANDATORY USE CONTRACT

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

### 2. CONTRACT PERIOD

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

### 3. VENDORS

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

Carol Lescas PH: 302-652-4282 EM: <a href="mailto:Clescasc@SunstatesSecurity.com">Clescasc@SunstatesSecurity.com</a>
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### 4. SHIPPING TERMS

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

### 5. PRICING

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Prices will remain firm for the term of the contract year. Refer to Pricing Spreadsheet (Appendix C) for contract rates by location and year.

## ADDITIONAL TERMS AND CONDITIONS

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### 6. BILLING

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

## **7. PAYMENT**

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

## **PRODUCT SUBSTITUTION**

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

## **8. ORDERING PROCEDURE**

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

## **9. 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.

## **10. REQUIREMENTS**

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

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

## **11. HOLD HARMLESS**

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

## **12. NON-PERFORMANCE**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor.

Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

### **13. FORCE MAJEURE**

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

### **14. AGENCY'S RESPONSIBILITIES**

The Agency shall:

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

### **15. Amendments/ Changes/ Addendums to original RFP**

The below listed modifications are changes to the original Request for Proposal and will include listed amendments and addendums. Refer to the original RFP located on the contracting page for the original Statement of Work. <http://contracts.delaware.gov/>

1. Addendum #1 updates contact information.
2. **Addendum #2 updates contact information.**

**DNREC, Richardson & Robbins Building**  
STATEMENT OF WORK (pre-award modification of RFP SOW)

**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. Communicates information between the Department and the Goodwill Cleaning Company and Facilities Management to ensure after hours security measures are followed. This includes passing on information from GCC to Facilities Management when appropriate.
3. Due to location of guard station, will serve as the Primary Fleet Services key keeper for the DNREC closed motor pool site.
4. Will sort UPS and Fed-Ex packages deliveries upon receipt. Will notify appropriate section for pick-up.
5. Handle calls to main line and transfer to appropriate Division.
6. Facilitates requests for use of the Auditorium to ensure location is available to agency and public in order to provide availability during and after hours.
7. Facilitates the security and communication of repairs/replacement of equipment within Office of the Secretary (copier repairs, etc).
8. Issues temporary badges to visitors and employees who have misplaced them. Ensures positive control of all temporary badges.

**CARVEL STATE OFFICE BUILDING**  
**STATEMENT OF WORK**

**POSITION:** Security Officer

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

**HOURS:** 4:00PM – 12:00AM: Monday - Friday  
12:00AM – 8:00AM: Monday – Friday  
12:00AM – 8:00AM, 8:00AM – 4:00PM, 4:00PM – 12:00AM: Saturday, Sunday, Holiday

**A. DUTIES:**

1. 4:00PM – 12:00AM security officer will have responsibility of assisting with screening person(s).
2. The security officer will walk each floor of the building hourly, checking all areas including restroom and kitchenettes.
3. The security officer will perform an exterior perimeter check of the building to ensure all doors are secured.
4. Security officer may ask to see State of Delaware identification of any tenant in the building during the shift.
5. Security officer will contact State Police Communications at 302.659.2341 in the event of any suspicious activity or building emergency. If no response in 30 minutes by Division of Facilities Management (DFM) on-call personnel, security officer will contact DFM's New Castle County Superintendent at 302.233.8210.
6. Guard must be equipped be a mobile device during each shift.
7. Special instructions, if necessary, will be provided in a written format to the security officer.