



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

**State of Delaware**  
**Security Officer Services - Armed**  
**Request for Proposal**  
**Contract No. GSS19363-ARMESECURITY**

*December 3, 2018*

**- *Deadline to Respond* -**  
***January 17, 2019***  
***3:00 PM (Local Time)***

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**CONTRACT NO. GSS19363-ARMEDSECURITY**

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for Security Officer Services - Armed. 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

**ATTACHMENTS**

Appendix A – STATEMENT OF WORK AND TECHNICAL SPECIFICATIONS

Appendix B – HOURLY REQUIREMENTS BY LOCATION

Appendix C - PRICING TABLE BY LOCATION/ TYPE

Appendix D - CONTRACT SECURITY PERSONNEL FORM

Appendix E - National Guard Bureau Master Cooperative Agreement (MCA) – Appendix 3: October 2016

**\*\* [Ctrl+Click on the headings above will take you directly to the section.](#)**

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 **Thursday, January 17, 2019 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**

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) (Email is the preferred method of contact for contract related questions.)

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 – Armed.

It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract to provide the above mentioned services.

**1. COMPETITIVE SEALED PROPOSAL**

It has been determined by 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 - Armed requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, Municipality, Volunteer Fire Company or higher education entity receiving state funds. Furthermore, this contract shall be accessible to all other entities as identified by Del. Code, Chapter 69, Title 29 § 6910.

**3. MANDATORY USE CONTRACT**

**REF: Title 29, Chapter 6911(d) Delaware Code.** All Covered Agencies as defined in 29 Del. C. §6902(6) shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, school districts, and the Legislative Branch are specifically exempted from the requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 Del. C. §6904(l) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Request for Proposals.

**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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**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. 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 July 1, 2019 through June 30, 2022. 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.

**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	December 3, 2018
<b>Mandatory</b> Pre-bid Conference	December 12, 2018 at 10:00 A.M. Local Time
Written Questions Due No Later Than (NLT)	December 10, 2018 at 4:30 P.M. Local Time
Written Answers Due/Posted to Website NLT	December 19, 2018 at 4:30 P.M. Local Time
Proposals Due NLT	January 17, 2019 at 3:00 P.M. Local Time
Public Proposal Opening	January 17, 2019 at 3:00 P.M. Local Time
Proposal Evaluation/Presentations as required	As Required
Vendor Best & Final Discussions, as required	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.

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 December 10, 2018 at 4:30 P.M. Local Time. All questions will be answered in writing by December 19, 2018 at 4:30 P.M. 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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**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**  
or  
[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.

**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 - Armed 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 Armed 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 Pricing Table, Appendix C.

**C. DETAILED REQUIREMENTS**

The technical requirements of this RFP are stated in Appendix A - E. Vendors must provide pricing for the items listed in the Pricing Table, Appendix C.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**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.

**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.

STATE OF DELAWARE  
Office of Management and Budget  
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.**

**L. PERFORMANCE BOND REQUIREMENT**

Contractors awarded contracts are required to furnish a 100% Performance Bond in accordance with Delaware Code Title 29, Section [6927](#), to the State of Delaware for the benefit of 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 using Attachment 12 in the form of a good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware. The Performance Bond amount for this contract will be \$3,000,000.00 USD.

**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 an vendor signature. The remaining copies do not require original signatures. USB devices, CD or DVD media disk must also contain the completed Appendix C – Pricing Table in .doc (word) format.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**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 January 17, 2019.** 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  
Attn: GSS19363-ARMESECURITY**

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 the dates specified in Appendix C. 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.

**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.



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**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.

**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. For clarity exceptions should be typed rather than hand written.

**W. BUSINESS REFERENCES**

Business references are to be provided via Attachment 6.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**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 W-9 found at <https://esupplier.erp.delaware.gov> 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.

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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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.

**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 – Performance Bond Form
- Attachment 13 – Proposal Reply Requirements
- Appendix A – Scope of Work Details
- Appendix B – Hourly Requirements by Location
- Appendix C - Pricing Table by Location/ Type
- Appendix D – Contract Security Personnel Form
- Appendix E - National Guard Bureau Master Cooperative Agreement (MCA) – Appendix 3: October 2016

#### **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  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202  
Attn: GSS19363-ARMESECURITY**

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
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: Type of specification bid vs. awarded.

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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**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 organizations, including accreditation status, if applicable.
- Applicant’s experience, if any, providing similar services. At least three references are required. (See § W – Format of Proposal)
- Brief history of the subcontract of the organization, if applicable. At least three references are required of subcontractor, if applicable.
- List the number of employees that will be assigned to this contract, length of time they have worked for the company, certifications earned, wage rate they are paid, and turnover rate.
- List the type of training employees receive and the frequency.
- Describe the methodology/approach used for this project including a work plan and time line.
- **Provide a copy of your State of Delaware Armed Security Company License.**
- **State of Delaware business license and proof of evidence of insurance coverage.**

**E. CRITERIA AND SCORING**

<b>EVALUATION CRITERIA</b>		
<b>USER GROUP SCORED ITEMS</b>		<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.	Overall approach in training of employees and supervisors, initial and ongoing.	15
3.	Demonstrated ability of both officers and company to service the agencies as outlined in the specifications.	15
4.	Stability of workforce. Size consistency, financial records, etc. This documentation is to include turnover rate and wage rate paid to employees.	15
5.	Compliance with Specifications. Followed instructions and thoroughness of RFP response	15
<b>CONTRACT OFFICER SCORED ITEMS</b>		
6.	Business References	15
7.	Price: Overall price competitiveness compared to other vendors and current price the State is paying.	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 **December 12, 2018 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 be prohibited from submitting an offer for this contract. Vendors must be signed in prior to 10:00 AM Local Time. Doors will be closed promptly at 10:01AM. The pre-bid meeting will be held at:**

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

**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. 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 material 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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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, 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 proposed terms of each year, 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.
- d. Except for those cases specifically outlined herein, the State of Delaware is not responsible for overtime pay. All overtime rates will be paid by the vendor and will be included in the bid amount.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**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.

**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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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). 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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**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.

a. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,

and

b. Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,

**or**

c. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 aggregate,

**or**

d. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,

and

e. 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 other,

and

f. 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), (e), and (f), and at least one of (b), (c), or (d), depending 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  
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.**



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**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

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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.

**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 contact 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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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.

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 GSS19363-ARMESECURITY on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state’s financial reporting system.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**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.

**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".

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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.

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](#)

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**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>.

**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:

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



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

- 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.
  
- 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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**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.

**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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**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.

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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

- d. 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.
- e. 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.

- 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.

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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**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.

**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.

**VII. PROPOSAL REPLY SECTION**

**GSS19363-ARMESECURITY**

**Security Officer Services - Armed**

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 January 17, 2019 at 3:00 PM (Local Time) at which time bids will be opened.

A **mandatory pre-bid meeting** has been scheduled for December 12, 2018 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 be prohibited from submitting an offer for this contract. Vendors must be signed in prior to 10:00 AM Local Time. Doors will be closed promptly at 10:01AM. The pre-bid meeting will be held at:**

**Proposals must be mailed to:**

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

**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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

Attachment 1

**NO PROPOSAL REPLY FORM**

Contract No.: **GSS19363-ARMESECURITY**

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

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.: GSS19363-ARMEDSECURITY      TITLE: Security Officer Services - Armed**  
**DEADLINE TO RESPOND: January 17, 2019 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.

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

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

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.: **GSS19363-ARMEDSECURITY**  
Contract Title: **Security Officer Services - Armed**

**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. **For USB, CD, or other electronic media please return a live Word (.doc) version of this form, typed rather than handwritten.**

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

4.	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.

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

6.	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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

Attachment 5

Contract No.: **GSS19363-ARMEDSECURITY**  
Contract Title: **Security Officer Services - Armed**

**CONFIDENTIALITY FORM**

By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act. **For USB, CD, or other electronic media please return a live Word (.doc) version of this form, typed rather than handwritten.**

<b>Confidentiality and Proprietary Information</b>

**Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.**

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

Attachment 6

Contract No.: **GSS19363-ARMEDSECURITY**  
Contract Title: **Security Officer Services - Armed**

**BUSINESS REFERENCES FORM**

(Please type response)

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

**For USB, CD, or other electronic media please return a live Word (.doc) version of this form, typed rather than handwritten.**

1. **Contact Name & Title:**   
**Business Name:**   
**Address:**   
  
**Email:**   
**Phone # / Fax #:**   
**Current Vendor (YES or NO):**   
**Years Associated & Type of Work Performed:**

2. **Contact Name & Title:**   
**Business Name:**   
**Address:**   
  
**Email:**   
**Phone # / Fax #:**   
**Current Vendor (YES or NO):**   
**Years Associated & Type of Work Performed:**

3. **Contact Name & Title:**   
**Business Name:**   
**Address:**   
  
**Email:**   
**Phone # / Fax #:**   
**Current Vendor (YES or NO):**   
**Years Associated & Type of Work Performed:**

**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. <b>GSS19363-ARMEDSECURITY</b>	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 8**

**SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY**

**State of Delaware - Monthly Usage Report**

Ver. 2 8/19/14

Contract Number / Title: \_\_\_\_\_

See Below for Transaction Detail

E-mail report to [vendorusage@state.de.us](mailto:vendorusage@state.de.us) no later than the 15th of each month for prior calendar month usage

Check here if there were no   
transactions for the reporting period

Supplier Name: _____	State Contract Item Sales \$ _____	Report Start Date: _____
Contact Name: _____	Non-State Contract Item Sales \$ _____	Report End Date: _____
Contact Phone: _____	Total Sales \$ _____	Today's Date: _____

Customer Group	Customer Department, School District, or OTHER - Municipality / Non-Profit	Customer Division (State Agency Section name, School name, Municipality / Non-Profit name)	Item Description	Awarded Contract Item YES/NO	Contract Item Number	Unit of Measure	Qty	Contract Proposal Price/Rate	Total Spend (Qty x Contract Proposal Price/Rate)

**Note:** A copy of the current 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 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 Suppli er Name	2nd tier Suppli er Addre ss	2nd tier Suppli er Phone Numbe r	2nd tier Suppli er email	Descripsi on of Work Performe d	2nd tier Suppli er Tax Id	Dat e Pai d		

**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.**

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES.**

**Attachment 11**

**PERFORMANCE BOND HAS NOT BEEN WAIVED**

**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 \_\_\_\_\_ (“**Owner**”) (*insert State agency name*), in the amount of \_\_\_\_\_ (\$ 3,000,000.00), 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. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (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

**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: \_\_\_\_\_

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

(Corporate Seal)

By: \_\_\_\_\_(SEAL)  
Name:  
Title:

**SURETY**

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

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

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

(Corporate Seal)

By: \_\_\_\_\_(SEAL)  
Name:  
Title:

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**Attachment 12**

**Bid Bond**

**BOND HAS BEEN WAIVED**

### 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.

**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. (submit electronic format as a Word (.doc))
5. One (1) completed Profile and Capabilities Form (Attachment 4) (submit electronic format as a Word (.doc))
6. One (1) completed Confidentiality Form (Attachment 5) – please check if no information is deemed confidential – Form must be included. (submit electronic format as a Word (.doc))
7. One (1) completed Business Reference Form (Attachment 6) – please provide references other than State of Delaware contacts – Form must be included. (submit electronic format as a Word (.doc))
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. **One (1) Original and One (1) Copy** regarding paper copies of the vendor proposal paperwork.
2. **2 Copies** regarding 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. The Pricing Spreadsheet will be saved electronically, separate from the remainder of the response as a stand-alone, digital document. Please review document submission criteria regarding format for submission (.pdf vs. .doc).

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**APPENDIX A  
SCOPE OF WORK**

**A. OVERVIEW**

The awarded vendor(s) shall provide all equipment, materials and labor to supplement the State of Delaware's need for SECURITY OFFICER SERVICES - ARMED 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.

Information regarding the current contract can be found online at:

[http://contracts.delaware.gov/contracts\\_detail.asp?i=2827](http://contracts.delaware.gov/contracts_detail.asp?i=2827)

**B. STATEMENT OF NEEDS**

The awarded vendor(s) 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. The awarded vendor(s) will provide firearms for each security officer without cost to the State of Delaware. Firearms will be within specifications of Title 24, Chapter 13 of the Delaware Code. Security officers will not use personally owned weapons while acting as armed or unarmed security officers on behalf of the awarded vendor(s). Potential vendors must provide pricing for the items listed in the Pricing Spreadsheet, Appendix C.

**C. DEFINITIONS**

**AGENT**: The designated representative of the State of Delaware who has the responsibility for overseeing Contractor performance within a specific agency.

**SECURITY COMPANY**: A licensed and bonded detective agency under the laws of the State of Delaware and the regulations of the Board of Examiners of the Delaware State Police and Private Detectives.

**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. COVERAGE REQUIREMENTS**

The State of Delaware requires four types of coverage for armed security services.



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

1. **Routine**: Routine coverage is defined as coverage for a location with a predetermined schedule, either outlined in this solicitation, modified schedule after award, or through the addition of a new location. The State reserves the right to adjust or change the hours within 30 days written notice to the awarded vendor(s).
2. **Vacation/ Expedited**: Vacation coverage is defined as coverage required by a location to cover a preplanned absence of State personnel. The Agent will make every attempt to provide the awarded vendor(s) with three (3) to five (5) day written notice. Expedited coverage is defined as coverage needed where the Agent is providing the vendor with less than three (3) days, but at least twenty-four (24) hours written notice.
3. **Emergency**: Emergency coverage is defined as coverage needed where the Agent is providing the awarded vendor(s) with anything less than one (1) day advance notice. The awarded vendor(s) will be responsible for finding an Armed and qualified officer available to report onsite within two to four (2-4) hours.
4. **Holiday**: This is coverage only for sites that require State approved holiday coverage. This will not be billed as overtime and hours billed at this rate cannot count toward a total of hours leading to overtime billing. (Example – if an officer works 40 hours and 8 are billed as holiday, then only the 32 routine hours would count toward the requirement for above 40. It would be billed as {32 hours x routine bill rate for line item number (location) + 8 hours billed at holiday bill rate (line item 13)}).

**E. QUALIFICATION OF OFFEROR**

1. The awarded vendor(s) shall provide documentation showing that the Security Company has no less than five (5) years' experience in providing the services of the type and size required by the specifications. The experience shall have been within the past five (5) years.

**F. STANDARDS AND QUALIFICATIONS OF SECURITY OFFICERS**

**TIER 1 – Military Facility Armed Security Officer (MFASO – 1)**

The primary purpose of the MFASO designation is to maintain adherence to Appendix 3 of the National Guard Bureau Master Cooperative Agreement (Appendix E of this RFP). The offeror shall familiarize staff and employees with provisions outlined within this document and ensure requirements under Section 308i of the Appendix. The potential vendor(s) will list in their proposal how these requirements are met.

The awarded vendor(s) will work with the Delaware National Guard's anti-terrorism section to ensure strict compliance to current Adjutant General Policy on Force Protection as well as future policy requirements.

In order to be considered, the potential vendor(s) shall be experienced in the provision of office and commercial armed security services. The offeror shall demonstrate sufficient staff availability and organizational abilities to provide consistent and continuous services as required in the specifications.

Military Facility Armed Security Officers provide security for Delaware National Guard facilities, armories, installations, military equipment displays, and training sites; provide protective services to State and federal

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

property under the control of the Delaware National Guard; enforce applicable laws, regulations, and policies; and apprehend and detain offenders.

Monitor electronic surveillance equipment such as closed circuit television and intrusion detection systems; receive and relay information on incidents, accidents, emergencies, safety hazards, and suspicious circumstances to other officers; review and edit surveillance film to determine the date and time of occurrence and identity of intruders; monitor and maintain a two-way communication system.

Perform foot patrols in and around each building on military owned and leased property; check for break-ins, unsecured doors and windows, vandalism, water leaks, safety hazards, or malfunctions of the heating and air conditioning systems.

Monitor access and control entry at assigned gates to prevent unauthorized entry; inspect individuals for proper and current identification; may systematically search vehicles for weapons and/or contraband as determined by the federally designated level of threat at the time.

Maintain proper use, control and accountability of keys, electronic access and identification badges, organizational equipment, and uniforms according to established procedures.

Maintain comprehensive records related to authorized access of each employee at the assigned location; verify required approvals and enter data in computer equipment.

Respond to requests for base access after-hours; verify the identity of individuals at the gate; grant access according to established authorization to enter specific facilities during certain times.

Escort vehicles that transport National Guard weapons and ammunition from one location to another; provide security services at military equipment displays if assigned, as well as conferences, conventions, meetings of U.S. military officials, and other events; serve in support of military or local police at an assigned location under warranted and declared State of Emergency.

Enforce parking policies on the bases or armories to reduce bomb threats; escort unwanted persons off site and interface with local law enforcement officials; receive and determine the validity of arrest warrants and/ or subpoenas and escort law enforcement officials in support warranted searches and/ or arrests.

Communicate initial incident investigations of infractions of National Guard policies and procedures and prepare incident and accident reports.

**Unless prohibited by applicable law**, each security officer assigned to an MFASO location shall meet the following general requirements (potential vendors must demonstrate how these requirements are met in their proposal):

1. Shall be at least twenty-one (21) years of age;
2. Shall be a high school graduate or equivalent, with at least two years' experience in security enforcement work;
3. Shall have the ability to meet and deal positively and courteously with the general public;

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

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 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 training by the American Red Cross;
11. Shall be well proportioned in height and weight, and in good health without physical defects or abnormalities which may interfere with the performance of duties;
12. Shall be free of any communicable disease;
13. Shall possess binocular vision, correctable to 20/20;
14. Shall be capable of hearing ordinary conversation at 20 feet and whispered conversation at 10 feet without the benefit of artificial hearing devices.
15. Shall be familiar with, and have knowledge of security practices and procedures.
16. At least 30% of the employees working under this contract shall have a minimum of two (2) years security experience with the vendor. In lieu of two years security experience with the vendor, the assigned security officer may have three consecutive years of armed security service and a minimum of six months armed security experience with the vendor.
17. Shall have the ability to restrain and detain persons as necessary to ensure the safety of Agency staff and customers.
18. Shall escort victims to their vehicles.
19. Shall escort facility staff and others as deemed essential for their safety.
20. Shall conduct random patrols of the interior and exterior of the facility.
21. Shall submit maintenance requests for safety and security hazards.
22. Shall be proactive in maintaining the safety and decorum of the facility.
23. Shall appear in court to testify regarding incidents, which occur in and around the Agency.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

24. Shall prepare and submit documentation of out of the ordinary incidents.
25. Shall document all incidence of threatening behavior.
26. Shall remain in full uniform at all times.
27. Shall be trained in Force Protection and Active Shooter scenarios no less than once annually or as required by current DOD Policy.

**TIER 2 –Armed Security Officer (ASO – 2)**

**Unless prohibited by applicable law**, each security officer assigned to an ASO location shall meet the following general requirements (the potential vendors must demonstrate how these requirements are met in their proposal):

Shall be at least twenty-one (21) years of age;

1. Shall be a high school graduate or equivalent, with at least two years' experience in security enforcement work;
2. Shall have the ability to meet and deal positively and courteously with the general public;
3. 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;
4. Shall be able to read, understand and apply printed rules and directions;
5. Shall maintain poise and self-control;
6. Shall be able to stand and/or walk for an entire shift;
7. Shall be capable of self-defense, to ward off potential attacker or to protect a citizen from attack;
8. Shall be able to climb stairs, run and lift objects weighing up to 50 pounds;
9. Shall be certified in CPR, AED and First Aid training by the American Red Cross;
10. Shall be well proportioned in height and weight, and in good health without physical defects or abnormalities which may interfere with the performance of duties;
11. Shall be free of any communicable disease;
12. Shall possess binocular vision, correctable to 20/20;
13. Shall be capable of hearing ordinary conversation at 20 feet and whispered conversation at 10 feet without the benefit of artificial hearing devices.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

14. Shall be familiar with, and have knowledge of security practices and procedures.
15. At least 30% of the employees working under this contract shall have a minimum of two (2) years security experience with the potential vendor (Security Company). In lieu of two years security experience with the vendor, the assigned security officer may have three consecutive years of armed security service and a minimum of six months armed security experience with the potential vendor.
16. Shall have the ability to restrain and detain persons as necessary to ensure the safety of Agency staff and customers.
17. Shall escort victims to their vehicles.
18. Shall escort court staff and others as deemed essential for their safety.
19. Shall conduct random patrols of the interior and exterior of the facility.
20. Shall submit maintenance requests for safety and security hazards.
21. Shall be proactive in maintaining the safety and decorum of the facility.
22. Shall appear in court to testify regarding incidents, which occur in and around the Agency.
23. Shall prepare and submit documentation of out of the ordinary incidents.
24. Shall document all incidence of threatening behavior.
25. Shall remain in full uniform at all times.

**G. TRAINING**

1. Adequate training and current certification of the security officers must be assured.

Upon award of the contract, one instruction period (the length of which shall be determined by the appropriate Agent) will be provided by the Agent for all employees under this contract. Thereafter, a like instruction period shall be provided by the Security Company for new employees prior to assignment to a position or facility. The Security Company shall send a qualified representative to the initial agency instruction period that shall be responsible for the training of the new employees during the term of the contract. The Agent and the Security Company shall mutually agree on the person who shall be trained to instruct new security officers during the term of this contract. All cost for training new security officers shall be borne by the Security Company. Awarded vendors will provide an updated training record per security officer/ per location to the site Point of Contract every six months or as significant training is required.

2. The Agent shall provide an initial orientation to the facility. This orientation will include, but is not limited to:
  - a. Tour of the facilities;
  - b. Fire and safety equipment;

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

- c. Maintenance equipment;
  - d. Fire Alarm system;
  - e. Security system;
  - f. Emergency procedures;
  - g. Use of incident report;
  - h. Organization and mission of the Agency;
  - i. Post assignments;
  - j. Programmatic training.
3. The potential vendor(s) shall provide training to the security officers. The training shall include, but is not limited to:
- a. Active Shooter training and response expectations in accordance with guidance outlined by military liaison or other designated uniformed personnel;
  - b. Trained and equipped with Conduced Electrical Weapon (CEW) Taser;
  - c. Trained and equipped with handcuffs;
  - d. Trained and equipped with firearm; Firearm qualification must occur with the make, caliber, and model of assigned weapon;
  - e. Trained on the use and general upkeep of surveillance equipment;
  - f. Response procedures to emergencies, fire alarms, injured or sick person, bomb threats, police assistance, or other disasters;
  - g. Orientation of Agency programs;
  - h. Sign-in and out procedures.

**H. SECURITY OFFICER EQUIPMENT**

1. The awarded vendor shall provide armed uniformed security guards, equipped with such protective devices and/or communications equipment as specified by the contract.

All arms and ammunition shall be approved as governed by Delaware State Police law, Title 24, Chapter 13, Section 1315 and 1321, approved arms for Armed Security Services. The awarded vendor will list, as part of the proposal, the type and caliber of firearm and ammunition to be issued to armed security officers.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

The company must demonstrate ownership of each firearm by the company and to whom it is assigned upon initial start of contract and once every six (6) months while awarded this contract. **The awarded vendor will provide the contract officer with a list of all assigned armed guards by name and job site as well as list the firearm model and serial number issued to the individual guard.**

- 2. Security Officers will only carry and employ those items specified and approved by the State of Delaware. Personally owned weapons of any type are prohibited.**
- 3. Armed Security Officers of both classifications are not permitted to carry personally owned firearms for any reason. All firearms utilized in the performance of this contract will be the direct property of the awarded vendor(s). Ammunition and firearms will be issued to each security officer in accordance with the awarded vendor's policy. A copy of this policy will be provided as part of the submitted proposal.**

**I. SECURITY OFFICER UNIFORM AND APPEARANCE**

Standardized dress code for security officers is defined below.

1. The uniform shall be similar in design, color and appearance to that of a law enforcement uniform. The cost of uniforms shall be borne by the awarded vendor(s). The awarded vendor(s) will provide bullet proof vests to all armed officers regardless of job site location. The cost of bullet proof vests shall be borne by the awarded vendor(s).
- 2. Officers WILL NOT wear any accessories on the uniform outside of what is listed in the proposal as standard for armed security officers to include any personal equipment or items that may be construed as offensive or in poor taste to mainstream business practice. Additionally, officers WILL NOT carry weapons and equipment not approved for security officers by Delaware law and the Agency.**

**J. ASSIGNMENT OF SECURITY OFFICERS**

1. Prior to the placement of any security officer in State Facilities, they shall be required to complete a Contract Security Personnel Form – Appendix D, which will be reviewed by Capitol Police.
2. The awarded vendor(s) shall not reassign an employee without the approval of the appropriate Agent.
3. At any given location, the average monthly security officer turnover rate shall **NOT** exceed 20%. If the average rate exceeds 20%, the awarded vendor may be judged as not in compliance with the terms and conditions of the contract and shall be subject to the remedies contained herein.
4. The awarded vendor(s) shall, upon notice by the Agent, replace any security officer(s) within twenty-four (24) hours with or without cause shown. Failure to replace the security officer within the twenty-four (24) hours may be grounds for denying payment for the period in question.
5. The Agent has the authority to set and/or change shift assignments of the awarded vendor(s) at any time such change is deemed necessary.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

6. The awarded vendor(s) is encouraged to assign the same employees to the same shift on the same days of the week. This is to ensure these employees become totally familiar with all phases of the assigned responsibility, and that the agency staff becomes familiar with them.
7. Replacement Security Officers shall have prior clearance and be trained in all aspects of the required duties to the satisfaction of the Agent.
8. Security Officers will be expected to work a post until a replacement officer can report. Security Officers shall not leave their post until properly relieved of their duties. Any incident where a Security Officer leaves the post without replacement will result in the awarded vendor(s) being unable to bill that entire shift, to include the time the officer was present, as a penalty for services not rendered.
9. The awarded vendor(s) shall at no time furnish Security Officers who have not met, or will not meet within thirty (30) days the minimum qualifications and training as required by the contract, including those who have been interviewed and cleared through the Agent.
10. All Security Officers shall be punctual and have a good attendance record. Officers who have a record of unauthorized absences will not be allowed to continue to work under this contract.
11. Security Officers shall make no arrests 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 employees, request towing of any vehicle without the consent of the Agent.
12. Prior to start of any work, the awarded vendor(s) shall furnish to the appropriate agent, the age and qualifications and copy of current licenses of the security officers assigned under this contract. The awarded vendor(s) 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 Agent reserves the right to interview candidates prior to a placement being approved.
13. Within five (5) days after the award of this contract, the awarded vendor(s) shall submit (in writing) to the appropriate Agent, the names, social security numbers and birth dates of all employees who will be working under this agreement.
14. All prospective employees must clear a security check and submit a Delaware SBI and FBI background check and Criminal History Record to the Agency before they are permitted to work. The same information for new employees shall be submitted ten (10) working days prior to their scheduled starting date.
15. Within five (5) days after the award of this contract, the awarded vendor(s) shall submit copies of all Security Officer Fire Arms ID Cards. These cards shall be issued by the Delaware State Police. A copy of these cards will be presented to the assigned contracting officer when a Security Officer receives the card.
16. Security Officers shall not consume any alcoholic beverages up to eight (8) hours prior to a scheduled shift. Additionally, alcoholic beverages shall not be consumed onsite or offsite during a shift. Security Officers suspected of being under the influence of any substance will be replaced within one (1) hour and be referred to law enforcement in the event that further screening requires.



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

17. Security Officers are required to take and successfully complete a validated psychiatric/psychological test to show their competency to carry firearms and perform Law Enforcement duties. The Officer shall also be required to be examined by a licensed psychologist/psychiatrist to determine that their mental and emotional stability is suitable to perform law enforcement duties (i.e., race relations, use of force and authority, flexibility and maturity).
18. 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.

19. The Security Officers shall assist the agency management and staff in enforcing the rules of the agency. Specific responsibilities of the officers include, but are not limited to:
- a. Confiscating all weapons and contraband in accordance with agency policy and custom;
  - b. Searching all packages and parcels of persons prior to their entry into the facility or as otherwise directed by competent authority;
  - c. Exercise prudence in the execution and enforcement of facility rules and regulations;
  - d. Provide escort service as deemed appropriate;
  - e. Perform random patrols of the interior and exterior of the facility.

**K. SECURITY OFFICER LOGS**

Security Officer Logs are to be provided and maintained for each facility in accordance with the specifications.

1. The awarded vendor(s) shall provide a logbook 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 awarded vendor shall advise the Agent of any position vacancies prior to their occurrence. This shall include absenteeism, vacations, holidays, etc.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

2. A regular weekly review meeting will be scheduled between the Agent or their representative, and the designated representative of the awarded vendor(s) 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 their representative.
6. All entries in the Security Officer's log shall be printing and readable. Any falsification of information written or printed in the log is grounds for denying payment to said awarded vendor for all shifts containing false entries.

**L. SECURITY COMPANY**

1. The awarded vendor(s) shall furnish detailed information of life insurance, health and retirement programs sponsored for its employees.
2. The awarded vendor(s) shall furnish a certified schedule of net and gross salaries paid weekly to the employees to be employed at the site according to their rank and tenure. For all over forty (40) hours per week, the awarded vendor(s) shall pay overtime at the rate of 1-1/2 times the regular rate. The security company is limited to billing only 5 hours of overtime per location, not per guard, not to exceed 90 days in duration. Once the 90-day grace period is reached the security company will provide additional guards to offset the overtime rate.
3. **It is the overall responsibility of the awarded vendor(s) to provide an adequate number of armed and equipped officers to complete service requirements without having to utilize overtime pay. At the 90 day mark for a specific location, the State will only pay the routine hourly rate and the security company will absorb any costs for overtime. It is the awarded vendor(s) responsibility to advertise for, hire, screen, train, and equip enough armed security officers for each location. The hourly rate of pay to employees must be adequate to insure competency. An individual may not work a double shift. (Double shift is defined as any two (2) eight (8) hour shifts in a twenty-four (24) hour period.)**
4. During the term of this contract the awarded vendor(s) shall furnish to the State's Agent, without prior notice, payroll records which substantiate the schedule of rates paid weekly as certified in the bid, and shall identify the amount paid to each employee.
5. The awarded vendor(s) shall provide Branch Level Supervisory site checks at each location as determined by the appropriate Agent, but no less than once weekly.
6. The awarded vendor(s) will advise the Agency management of any problems or issues related to the facility, security or equipment.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

7. The awarded vendor(s) 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.
8. The awarded vendor(s) 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 awarded vendor(s) 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.
9. The awarded vendor(s) 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.
10. The awarded vendor(s) 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.**

**M. TERMINATION OF CONTRACT**

The Agency may terminate the contract at the time it sells or gives up control of the facility/property.

**N. HOURLY BILLING RATES**

The hourly rate submitted as the base price to the Bid shall be non-overtime work regardless of the day of the week, or hour of the day the work is to be performed. This same rate shall be used when required by the State to work special hours providing additional security services under the contract. **The State shall not be responsible to pay overtime rates made necessary due to the contractor's failure to provide guards at non-overtime rates.** Overtime, which is the responsibility of the State, must be approved by the Agent in advance. The hourly billing rates will be used in computing additions to, or deletions from the monthly payment to the contractor for changes to the specified duties and services, for extra work required by the State or for penalties imposed on the awarded vendor(s) as indicated under "Adjustment of Charges". **Each hourly rate shall include direct wages, all indirect expenses, materials and supplies normally used, use of any equipment and the awarded vendor(s) overhead and profit.**

**O. HOLIDAY PAY**

**This is coverage only for sites that require State approved holiday coverage. This will not be billed as overtime and hours billed at this rate cannot count toward a total of hours leading to overtime billing. The amount will not exceed the routine bill rate plus 5%.**

**P. INVOICES**

1. Payment of Invoices

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

- a. The awarded vendor(s) shall submit invoices by the tenth of the month for the month preceding that indicate expenditures. The awarded vendor(s) may use its own expenditure format, as long as it provides expenditure information for each facility site and shift.
- b. Each invoice submitted shall clearly identify the month for which payment is due under this invoice period in a conspicuous place on the face of the invoice. Willful misrepresentation of any facts whatsoever shall constitute just cause for termination of the contract.
- c. The awarded vendor(s) shall maintain time sheets, training attendance records, required certifications and any other documentation referenced in these specifications for a period of three years following the contract. Further, the awarded vendor(s) shall produce any and all backup documentation within five (5) business days of a request by the Agent or the Agency Assistant Director. Failure to provide backup documentation shall constitute grounds for reduction of the invoice, pro-rated based on the period of time for which documentation is not provided.
- d. Additions or deletions to the bid amount for changes to the scope of work shall be made in accordance with the hourly rates submitted with the bid.

**2. Adjustment of Charges**

- a. Upon the occurrence of any of the acts or omissions listed below, or elsewhere in the specifications, there shall be an equitable adjustment of the Contract Security Officer Service charges to fairly reflect the reduced value of its services. The adjustments will not exceed the proposed hourly wage rate.
- b. For any Security Officers that have not been properly trained in advance of assignment, their time shall be reduced from the total number of hours worked.
- c. Failure to maintain complete records of all hours of each security officers assigned to the facility engaged in working.
- d. Failure to maintain complete records, reports and logs of events occurring on each assigned post for each tour of duty, to include daily, weekly and incident specific records.
- e. Falsification of any entries in the Security Officer log by the awarded vendor(s) personnel.
- f. Improper or incomplete dress of Security Officers will result in the nonpayment for service until the uniform infraction is corrected.
- g. Failure to conduct a proper background investigation of all Security Officers assigned, including educational requirements.
- h. The State having to utilize State personnel to provide security when the awarded vendor(s) fails to do so under the provisions of this contract.
- i. The awarded vendor(s) fails to adequately train extra or replacement security officers as outlined by the specifications.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

- j. Security Officers asleep on post or excessive telephone misuse.

**Q. 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 (cost of performance of contracted duties) 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 awarded vendor(s) was responsible under this contract; the State reserves the right to dispute invoices for that period of time the awarded vendor(s) failed to provide services, and to hold the awarded vendor(s) liable for any wages paid to State personnel to perform security duties normally performed by the awarded vendor(s).

**R. PROJECT MANAGER**

The awarded vendor(s) 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 business hours and at other times in case of emergency, to make all necessary arrangements for security services.

The awarded vendor(s) 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 contracting 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 the Agent;
4. Meeting with Agent or their representative on a 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 awarded vendor(s) 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 them by the Agent;
8. Doing a work up of the Security Officer's daily time sheet;
9. Shall assure that each guard is thoroughly trained in every aspect of watch standing at their facility, or as specified by this contract, prior to these Security Officers standing any watch alone.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

10. Shall provide a 24 hour telephone number for access by the Agency.
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.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**APPENDIX B**  
**Hourly Requirements by Location**

The awarded vendor is responsible for providing the required number of Tier 1- Military Facility Armed Security Officer (MFASO-1) at each site during specified hours.

<b>JOINT FORCES HEADQUARTERS/ RESERVE CENTER – 3 (MFASO-1)</b>			
<b>DAY</b>	<b>START TIME</b>	<b>END TIME</b>	<b>HOURS PER DAY</b>
Monday – Friday	0630 a.m.	5:00 p.m.	10.5
Drill Weekends (Sat-Sun)	0630 a.m.	5:00 p.m.	10.5
<b>ARMY AVIATION SUPPORT FACILITY – 2 (MFASO-1)</b>			
<b>DAY</b>	<b>START TIME</b>	<b>END TIME</b>	<b>HOURS PER DAY</b>
Monday – Friday	0630 a.m.	5:00 p.m.	10.5
Drill Weekends (Sat-Sun)	0630 a.m.	5:00 p.m.	10.5
<b>UNITED STATES PROPERTY &amp; FISCAL OFFICE/ RIVER ROAD TRAINING SITE – 2 (MFASO-1)</b>			
<b>DAY</b>	<b>START TIME</b>	<b>END TIME</b>	<b>HOURS PER DAY</b>
Monday – Friday	0630 a.m.	5:00 p.m.	10.5
Drill Weekends (Sat-Sun)	0630 a.m.	5:00 p.m.	10.5
<b>REGIONAL TRAINING INSTITUTE/ BETHANY BEACH TRAINING SITE – 2 (MFASO-1)</b>			
<b>24 Hours per day/ 7 Days</b>			
<b>DELAWARE AIR NATIONAL GUARD YELLOW RIBBON EVENTS – 2(MFASO-1)</b>			
<b>DAY</b>	<b>START TIME</b>	<b>END TIME</b>	<b>HOURS PER DAY</b>
As needed 2-3 times per year. 1-2 days each event.	0630 a.m.	5:00 p.m.	10.5

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**APPENDIX B  
Hourly Requirements by Location**

The awarded vendor is responsible for providing the required number of Tier 2 - Armed Security Officer (ASO-2) at each site during specified hours.

<b>KENT COUNTY LEVY COURT – 1 (ASO-2)</b>			
<b>DAY</b>	<b>START TIME</b>	<b>END TIME</b>	<b>HOURS PER DAY</b>
Monday – Thursday	7:30 a.m.	11:30 p.m.	16
Friday	7:30 a.m.	5:30 p.m.	10
Saturday	10:00 a.m.	2:00 p.m.	4
<b>MORTGAGE MEDIATION NCC(Gilliam Center/ 77 Reads Way, New Castle, DE)– 2 (ASO-2)</b>			
2 Armed Guards- 2 Days Per Month – 8 Hours Each (times vary)			
<b>MORTGAGE MEDIATION SC (Cheer Center/ 20520 Sandhill Rd., Georgetown, DE) – 1 (ASO-2)</b>			
1 Armed Guard – 1 Day Per Month – 8 Hours (times vary)			
<b>NC CLERK OF THE PEACE – 1 (ASO-2)</b>			
<b>DAY</b>	<b>START TIME</b>	<b>END TIME</b>	<b>HOURS PER DAY</b>
Wednesday	8:30 a.m.	2:20 p.m.	8
<b>TASC (801 S. Harrison St. Wilmington, DE) – 1 (ASO-2)</b>			
<b>DAY</b>	<b>START TIME</b>	<b>END TIME</b>	<b>HOURS PER DAY</b>
Monday, Wed-Friday	8:00 a.m.	4:00 p.m.	8
Tuesday	7:00 a.m.	6:00 p.m.	11
<b>Sussex County Admin Building (2 The Circle, Georgetown, DE) – 1 (ASO-2)</b>			
<b>DAY</b>	<b>START TIME</b>	<b>END TIME</b>	<b>HOURS PER DAY</b>
Monday – Friday (1 <sup>st</sup> Shift)	7:00 a.m.	3:00 p.m.	8
Monday – Friday (2 <sup>nd</sup> Shift)	3:00 p.m.	11:00 p.m.	8



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

As a State Agency, the Delaware National Guard reserves the right, based on funding and DOD directed threat level, to increase or decrease security officer posture as necessary. This includes moving to unarmed security officers as well as increasing the number and combination of armed/ unarmed guards per location. Upon notification of reversion to unarmed security the amount billed will not exceed the current amount contracted in accordance with the Security Officer Services - Unarmed contract, GSS18208-SECURITY, regardless of awarded vendor(s). Reference to the Unarmed Contract can be found at:  
[http://contracts.delaware.gov/contracts\\_detail.asp?i=4773](http://contracts.delaware.gov/contracts_detail.asp?i=4773)

The State reserves the right to add or remove locations to the contract. The State also reserves the right, through negotiation between the awarded vendor(s) and Government Support Services (on behalf of the Agency), to remove locations from the contract and revert locations to Unarmed Security. The negotiation would include pay at the rates currently offered by the State for Unarmed Security Officers. GSS18208-SECURITY  
[http://contracts.delaware.gov/contracts\\_detail.asp?i=4773](http://contracts.delaware.gov/contracts_detail.asp?i=4773)

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

The Agent will give the awarded vendor(s) a minimum of six (6) hours' notice of any changes in the work schedule. The awarded vendor(s) shall not bill for hours not worked when sufficient notice has been provided.

The Agent reserves the right to adjust or change the hours within 30 days written notice to the awarded vendor(s).

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**APPENDIX C – Pricing Table by Location/ Type**

<b>VENDOR NAME:</b>	
<b>ADDRESS:</b>	
<b>CITY, STATE, ZIP CODE:</b>	
<b>PHONE:</b>	
<b>FAX:</b>	
<b>CONTACT NAME:</b>	
<b>EMAIL:</b>	

<b>TIER 1 – Military Facility Armed Security Officer (MFASO – 1)</b>				
<b>SITE (Line)</b>	<b>LOCATION</b>	<b>BILL RATE (Through 6/30/2020)</b>	<b>BILL RATE (Through 6/30/2021)</b>	<b>BILL RATE (Through 6/30/2022)</b>
1	DNG- Joint Forces HQ			
2	DNG – Army Aviation			
3	DNG – USP&FO/ RRTS			
4	DNG – RTI/ BBTS			
5	DE Air National Guard Yellow Ribbon Events (offsite)			
<b>TIER 2 - Armed Security Officer (ASO-2)</b>				
<b>SITE (Line)</b>	<b>LOCATION</b>	<b>BILL RATE (Through 6/30/2020)</b>	<b>BILL RATE (Through 6/30/2021)</b>	<b>BILL RATE (Through 6/30/2022)</b>
6	Kent County Levy Court			
7	NC Clerk of the Peace			
8	TASC- Wilmington			
9	Sussex County Admin Building			
10	Mortgage Mediation (both sites)			
11	Emergency Upgrade to Armed Security for Unarmed Site			

<b>EMERGENCY BILL RATE (Line 10)</b> (Less than 30 days notification). *must return to regular bill rate at 30 days	
<b>OVERTIME BILL RATE (Line item 11- must also list specific Site #)</b> 1. Authorized only with written preapproval from agency for no more than 90 days in duration. After 90 days the vendor will absorb overtime cost any overtime cost. 2. <b>No more than 5 overtime hours may be billed per site (not per guard)</b> . It remains the vendor responsibility to provide armed security officers for each location at normal bill rate. Any overtime exceeding 5 hours will be paid at regular bill rate. (Will not exceed regular time + 50%)	
<b>VACATION/ EXPEDITED BILL RATE (May not exceed more than 5% of regular bill rate)(Line 12)</b>	
<b>HOLIDAY BILL RATE ((May not exceed more than 5% of regular bill rate) (Line 13)</b>	

- This Page must be completed and returned as a separate (working) .word document.**
- The vendor will provide a separate word document demonstrating the pay received per location vs. the amount billed per location for reference purposes.**

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**APPENDIX D**  
**Contract Security Personnel Form**

1. The following form must be completed by all prospective officers before working in any building.
2. Submit with criminal history check obtained from State Bureau of Identification.

NAME: _____	DOB: _____
ADDRESS: _____	CITY: _____
STATE: _____ ZIP CODE: _____	SSN: _____
DRIVERS LICENSE #: _____	STATE: _____
TELEPHONE (HOME): _____	(WORK): _____
DO YOU CURRENTLY HOLD A SECURITY OFFICER LICENSE? _____	
WHAT COMPANY? _____	DATE LICENSED: _____
HAVE YOU EVER BEEN LICENSED AS A SECURITY OFFICER WITH ANY OTHER SECURITY COMPANY? _____ NAME OF COMPANY: _____	
WHEN? _____	
WHAT IS THE HIGHEST GRADE THAT YOU HAVE COMPLETED? 9 10 11 12 1 2 3 4 (COLLEGE)	
DO YOU HAVE A HIGH SCHOOL DIPLOMA OR GED? _____	YEAR: _____
HAVE YOU EVER BEEN CERTIFIED IN FIRST AID? _____	WHEN? _____
HAVE YOU EVER BEEN CERTIFIED IN CPR? _____	WHEN? _____
HAVE YOU EVER BEEN CONVICTED OF A FELONY OR MISDEMEANOR? _____	
IF YES, IDENTIFY OFFENSE, DATE AND JURISDICTION (TRAFFIC OFFENSES EXCLUDED)	
_____	
SIGNATURE: _____	DATE: _____
<b>FOR STATE USE ONLY</b>	
OFFICER LICENSE: _____	DIPLOMA: _____ CPR: _____
CRIMINAL HISTORY: _____	DATE STARTED: _____

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**APPENDIX E**

**National Guard Bureau Master Cooperative Agreement (MCA) – Appendix 3: October 2016**

This document will be separate for potential vendors to review as the source document for Military Facility Armed Security Officer (MFASO), i.e. Tier 1 positions.

Appendix E is a separate document available at <http://bids.delaware.gov>