



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

April 30, 2019

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

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

SUBJECT: **AWARD NOTICE – Addendum #1 - Effective December 2, 2019**  
**CONTRACT NO. GSS19363-ARMESECURITY**  
**Security Officer Services - Armed**

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OF  
KEY CONTRACT INFORMATION**

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**GOVERNMENT SUPPORT SERVICES – CONTRACTING**  
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## KEY CONTRACT INFORMATION

### 1. MANDATORY USE CONTRACT

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

### 2. CONTRACT PERIOD

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Each contractor's contract shall be valid for a one 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 contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

### 3. VENDORS

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GSS19363-ARMEDSECURITYV01 <b>Security Guard, Inc. T/A Gettier Security</b> 1142 E. Chestnut Ave., Suite A Vineland, NJ 08360 FSF#: 0000158131 <b>Primary Contact:</b> Cheryl Chalow OPH: 856-691-5555, ext. 1001 FX: 856-691-3867 EM: <a href="mailto:Cheryl.chalow@tri-countysecuritynj.com">Cheryl.chalow@tri-countysecuritynj.com</a> <b>Scheduling:</b> Gene Shupe OPH: 302-652-2700 FX: 302-224-1122 CPH: 302-218-7598 EM: <a href="mailto:gshupe@gettiersecurity.com">gshupe@gettiersecurity.com</a>	GSS19363-ARMEDSECURITYV02 <b>Sunstates Security, LLC</b> 801 Corporate Center Drive, Suite 110 Raleigh, NC 27607 FSF#: 0000195465 <b>Primary Contact:</b> Carol Lescas OPH: 302-652-4282 EM: <a href="mailto:CLescas@SunstatesSecurity.com">CLescas@SunstatesSecurity.com</a> Alternate Contact: Gordon Sebree OPH: Gordon Sebree FX: 302-660-2340 CPH: 609-212-3405 EM: <a href="mailto:gsebree@sunstatessecurity.com">gsebree@sunstatessecurity.com</a>
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### 4. COVERAGE REQUIREMENTS

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

- a) **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 vendor.
- b) **Vacation:** Vacation coverage is defined as coverage required by a location to cover a preplanned absence of State personnel. The Agency will make every attempt to provide the awarded vendor with three (3) to five (5) day written notice.

- c) **Expedited:** Expedited coverage is defined as coverage needed where the Agent is providing the vendor with less than three (3), but at least twenty-four (24) hours written notice.
- d) **Emergency:** Emergency coverage is defined as coverage needed where the Agent is providing the vendor with anything less than one (1) day advance notice. Vendor will be responsible for finding an officer available to report onsite within two hours or as soon as possible.

## 5. **PRICING**

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Pricing tables can be found on page 5 of this document and will take effect on July 1, 2019.

## **ADDITIONAL TERMS AND CONDITIONS**

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## 6. **BILLING**

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

## 7. **PAYMENT**

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

## 8. **PRODUCT SUBSTITUTION**

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

## 9. **ORDERING PROCEDURE**

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

## 10. **PURCHASE ORDERS**

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS19363-ARMEDSECURITY on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

## **11. REQUIREMENTS**

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

## **12. HOLD HARMLESS**

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

## **13. NON-PERFORMANCE**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

## **14. FORCE MAJEURE**

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

## **15. AGENCY'S RESPONSIBILITIES**

The Agency shall:

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

If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.

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

**16. PRICING TABLES**

<b>Standard Rates by Vendor, Year and Awarded Location</b>					
<b>SITE/ TYPE</b>	<b>LOCATION</b>	<b>VENDOR</b>	<b>6/30/2020</b>	<b>6/30/2021</b>	<b>6/30/2022</b>
1 (MFASO1)	DNG – JFHQ	Sunstates Security	\$25.81	\$26.20	\$26.59
2 (MFASO1)	DNG- Army Aviation	Sunstates Security	\$25.81	\$26.20	\$26.59
3 (MFASO1)	DNG – USP& FO / River Road Training Site	Sunstates Security	\$25.81	\$26.20	\$26.59
4 (MFASO1)	DNG – RTI/ Bethany Beach Training Site	Sunstates Security	\$25.81	\$26.20	\$26.59
5 (MFASO1)	DE ANG Yellow Ribbon Events	Sunstates Security	\$36.13	\$36.68	\$37.23
6 (ASO2)	Kent County Levy Court	Gettier Security	\$23.75	\$24.00	\$24.50
7 (ASO2)	NC Clerk of the Peace	Gettier Security	\$23.75	\$24.00	\$24.50
8 (ASO2)	TASC – Wilmington	Sunstates Security	\$25.81	\$26.20	\$26.59
9 (ASO2)	JP Courts (as needed)	Sunstates Security	\$25.81	\$26.20	\$26.59
10 (ASO2)	Mortgage Mediation (2 sites)	Gettier Security	\$25.75	\$26.00	\$26.25
11 (ASO2)	Emergency Upgrade for Unarmed Site	Gettier Security	\$30.00	\$30.50	\$31.00
11 (ASO2)	Emergency Upgrade for Unarmed Site	Sunstates Security	\$36.13	\$36.68	\$37.23
12 (ASO2)	Kent County Recreation Center	Gettier Security	\$23.75	\$24.00	\$24.50
17 (ASO2)	Dover Public Library	Sunstates Security	\$25.81	\$26.20	\$26.59

<b>Specialty Rates by Tier, Type, and Vendor – By Year</b>					
<b>Line/ Type</b>	<b>Vendor</b>	<b>6/30/2020</b>	<b>6/30/2021</b>	<b>6/30/2022</b>	
<b>EMERGENCY BILL RATE (Line 13) (Less than 30 days notification). *must return to regular bill rate at 30 days</b>					
13 (MFASO1)/ (ASO2)	Gettier Security	\$45.00	\$45.00	\$45.00	
13 (MFASO1)/ (ASO2)	Sunstates Security	\$36.13	\$36.68	\$37.23	
<b>OVERTIME BILL RATE (Line item 14- 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 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%)					
14 (MFASO1)/ (ASO2)	Gettier Security	\$45.00	\$45.00	\$45.00	
14 (MFASO1)/ (ASO2)	Sunstates Security	\$36.13	\$36.68	\$37.23	
<b>VACATION/ EXPEDITED BILL RATE (May not exceed more than 5% of regular bill rate)(Line 15)</b>					
15 (MFASO1)/ (ASO2)	Gettier Security	\$32.00	\$32.00	\$32.00	
15 (MFASO1)/ (ASO2)	Sunstates Security	\$36.13	\$36.68	\$37.23	
<b>HOLIDAY BILL RATE ((May not exceed more than 5% of regular bill rate) (Line 16)</b>					
16 (MFASO1)/ (ASO2)	Gettier Security	\$32.00	\$32.00	\$32.00	
16 (MFASO1)/ (ASO2)	Sunstates Security	\$36.13	\$36.68	\$37.23	

**17. ADDITIONAL LOCATIONS – POST AWARD**

**Dover Public Library  
(Sunstates Security Inc.)  
Statement of Work  
Added: November 15, 2019**

**Location:** 35 Loockerman Plaza  
Dover, DE 19901

**Hours:** Monday – Friday 8:45 a.m. – 8:15 p.m.  
Saturday 9:45 a.m. – 5:15 p.m.  
Sunday 12:45 p.m. – 5:15 p.m.

**Standard Operations**

Foot patrols are to be performed on the exterior property of the Library as follows:

- a) 6 or more on an 11-hour shift (Monday through Friday).
- b) At least 3 on a 7-hour shift (Saturday)
- c) At least 2 on a 5-hour shift (Sunday)
- d) All weather dependent

Walk through on each level of the Library spending the time needed to cover the entire Floor. This includes, but not limited to checking all aisles, Side Rooms and bathrooms on the first, second and third floors.

- a) 6 or more on an 11-hour shift (Monday through Friday).
- b) At least 3 on a 7-hour shift (Saturday)
- c) At least 2 on a 5-hour shift (Sunday)

Be present in the lobby/circulation area when not walking through the floors.

Perform health checks in bathrooms as needed if a customer has not returned a key in a timely manner. Staff will advise of this need.

Disorderly conduct and unacceptable language will result in removal from the grounds. Contractor will enforce this rule.

Enforce “No Smoking” ordinance on the grounds.

Cursing/disorderly conduct is grounds for immediate removal from the Library for the remainder of the day. Repeat offenses will result in a trespass warning being issued. Contractor will enforce this rule. Library staff will track individual offenders.

Food may not be served on the grounds. Assist with enforcing the No Eating in the Library Rule. Inform the customer that eating is not allowed. Ask them to remove the food from the Library. If they are observed with food again on the same day, ask them to leave the Library for the day. This does not include Meeting Rooms and Staff Break Rooms.

Enforce the City’s “No Panhandling” rule inside and outside of the Library building.

If a customer is observed sleeping, assess whether it is a customer who is reading and has nodded off for a short time. If the customer appears to be fully asleep, wake and remind individuals that they need to stay awake. Give one warning...the second time they will be asked to leave the property for the day.

Customers may not leave bags or personal items unattended. Bags left in the Library at close of day are removed to Library work room and will be disposed of by Library staff and custodians.

When performing interior floor checks, make sure there is only one person in each piece of furniture. Furniture may not be shared.

If any inappropriate material is being viewed on a public computer, alert the Adult Services librarian and they will evaluate the situation and end the user’s session and present the Computer Acceptable Behavior policy to the patron as necessary.

Electronic equipment/telephones may not be on speakerphone on any floor of the Library.

If the Library Staff observe any of the infractions while the Officer is on Patrol, the Library Staff will address the situation, and bring it to the attention of the Officer for follow-up.

The Client will supply a Security Station. This is where all Sunstates Security Paperwork will be located. Sunstates Security Officer will be provided a locker in the Staff Lounge for storage of personal items.

Scanning capabilities are available at the second-floor printing station. A computer for access to email and internet is available inside the Staff Lounge.

**Closing procedures:**

- a. At twenty (20) minutes prior to closing time (7:40pm or 4:40pm), library staff makes a building-wide announcement that closing has begun. Announcements re-occur at fifteen (15) minutes, at ten (10), at five (5) minutes and at closing.
- b. At 7:45pm or 4:45pm, the Teen Loft is closed by library staff, Library staff advises any customers that the building is closing.
- c. At 7:50pm or 4:50pm, the second floor is closed by library staff. Security staff will check the second-floor restrooms and make sure they are empty and closed. Library staff advises any customers that the building is closing.
- d. At five (5) minutes prior to closing time, the fireplace, the TV and any AV equipment is turned off by library staff.
- e. At five (5) minutes prior to closing, security staff checks the bathrooms and meeting rooms for occupants and to ensure that lights and equipment have been turned off.
- f. At five (5) minutes before closing the Security Gate is lowered.
- g. At the closing time (8:00 PM or 5:00 PM) circulation computers are shut down. Circulation staff depart for the time clock. If there are customers still present at the circulation desk at this time, the librarians will help and shut down the computers after the customer service transactions are completed.
- h. During these closing processes, security staff ensures that all floors have been cleared of customers.

- i. Any customers remaining in the building are cleared from the building by security staff.
- j. Once the public exterior doors have locked and the last customer has departed, the doors are checked to ensure they are securely closed and locked.
- k. Staff and security clock out using the designated time clocks.
- l. At closing time, staff members depart the building as a group. Individual staff members may not depart before the group unless prior arrangements have been made. Any staff remaining in the building after closing must have informed the group that they will remain in the building.
- m. The Librarian in charge and the security guard remain in the building until all other staff have cleared the door. The Librarian in charge sets the alarm; and exits the building with the security guard.
- n. The Security Officer will be the last vehicle to exit the premises.

### **Operations for Removing Unruly Visitors:**

When a visitor to the library is unruly, commits any criminal act or refuses to leave voluntarily, the Dover Police Department shall be called to the scene.

Until the Dover PD arrives the Contractor will attempt to identify and attempt to detain/advise the visitor to remain on site, using verbal commands only. At no time is the Security Officer permitted to physically restrain the offender.

For the purpose of this document detain and enforce will be only by verbal command to advise the visitor, unless the offender engages the Contractor. If the situation warrants, the Contractor, according to his/her training, may use self-defense tactics to protect themselves or others. However, the Contractor may not physically restrain or detain the offender.

Once Dover PD arrives on the scene, they assume command of the situation.

Removal from the grounds includes the exterior grounds of the Library.

Security staff will document the removals and share with Library Director or Librarian in Charge for action to be taken, using the Sunstates Security Incident Report. All reports are to be received by Matthew Harline, Assistant City Manager, Donna Mitchell, City Manager (no more than 24 hours after the Incident), Steve Chillias, State Contract Procurement Officer II, and Bill Baker, Sunstates Security Operations Manager. A scanner will be provided on the second-floor printing station. A computer for email and internet access will be available in the Staff Lounge.

Two removals from the Library shall result in being banned from the Library (given a trespass warning). The Director will write a letter to Dover PD which will result in a legally enforceable trespass warning being issued for a certain amount of time as requested by the Director, but no less than one month.

The Director may issue a letter for trespass warning for a single incident if it is deemed serious enough. Contractor will be made aware of all persons with a trespass warning.

### **Location Specific Review**

The Dover City Council and Dover Public Library will review these requirements every 90 days for changes.

Additional events may be scheduled, but no less than 30-days' notice will be given. Any outside group wishing to use the library to host an event will be responsible for reimbursing the City of Dover for any expenses incurred above the 66-hour limit.



**18. ADDENDUM HISTORY**

1. **Addendum #1 adds the Dover Public Library to the contract with an effective start date of December 2, 2019.**