



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

July 9, 2024

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 #4 - Effective April 2, 2026**
CONTRACT NO. GSS24363-ARMEDSECUR
Security Officer Services - Armed

TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT	2
2. CONTRACT PERIOD	2
3. VENDORS	2
4. COVERAGE REQUIREMENTS	2
5. PRICING	3
ADDITIONAL TERMS AND CONDITIONS	3

Addendum Note: Updates Locations



GOVERNMENT SUPPORT SERVICES — CONTRACTING
600 A SOUTH BAY ROAD — DOVER, DE 19901
PHONE: (302) 857-4550 — FAX: (302) 739-3779 — GSS.OMB.DELAWARE.GOV

KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

[\(Return to Table of Contents\)](#)

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

[\(Return to Table of Contents\)](#)

Each contractor's contract shall be valid for August 1, 2024 through June 30, 2026. Each contract may be renewed for three (3) 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.

1. **Addendum #2 extends the contract for all vendors through June 30, 2027, under the same terms and conditions. Review the pricing table for price increases for specified locations.**

3. VENDORS

[\(Return to Table of Contents\)](#)

GSS24363-ARMEDSECURV01 Sunstates Security, LLC 10 Corporate Circle, Suite 220 New Castle, DE 19720 POC: Anthony Jacobs PH: 302-300-2703 EM: ajacobs@sunstatessecurity.com POC: Gordon Sebree PH: 600-212-3405 EM: GSebree@sunstatessecurity.com	GSS24363-ARMEDSECURV02 Universal Protection Service LLC DBA Allied Universal Security Services 650 Naamans Road, Suite 200 Claymont, DE 19703 POC: Daniel Roose PH: 732-584-7905 EM: daniel.roose@aus.com POC: Yanique Somers PH: 302-540-6883 EM: yanique.somers@aus.com
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4. COVERAGE REQUIREMENTS

[\(Return to Table of Contents\)](#)

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

[\(Return to Table of Contents\)](#)

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

Line Item	Location	Allied Universal	Sunstates Security
1 (MFASO1)	DNG – JFHQ *	\$31.60	\$32.98
2 (MFASO1)	DNG- Army Aviation *	\$31.60	\$32.98
3 (MFASO1)	DNG – USP& FO / River Road Training Site *	\$31.60	\$32.98
4 (MFASO1)	DNG – RTI/ Bethany Beach Training Site *	\$31.60	\$32.98
5 (ASO2)	Kent County Levy Court	\$31.58	\$37.15
6 (ASO2)	Kent County Recreation Center	\$31.58	\$37.15
7 (ASO2)	NC Clerk of the Peace	\$31.58	\$37.15
8 (ASO2)	TASC – Wilmington	\$31.58	\$37.15
9 (ASO2)	TASC – Dover	\$31.58	\$37.15
10 (ASO2)	TASC - Georgetown	\$31.58	\$37.15
11 (ASO2)	JP Courts (as needed)	\$31.58	\$55.72
12 (ASO2)	Sussex County Administration	\$31.58	\$37.15
13 (ASO2)	Emergency Upgrade for Unarmed Site	\$47.37	\$55.72
14 (ASO2)	DMV Inspection Lanes (Dover)	\$38.99	\$37.15
15 (ASO2)	DMV Inspection Lanes (Wilmington)	\$38.99	\$37.15
16 (ASO2)	DMV On The Go	\$45.85	\$37.15

- Emergency upgrade/Bill Rate (Line 13) (Less than 30 days notification). Must return to regular bill rate at 30 Days.
- The Holiday Bill Rate will not exceed 1.5x hourly pay if the State/location approves/requests holiday coverage.
- Vacation/Expedited Rate will not exceed 1.5x hourly pay (Appendix A-RFP GSS24363-ARMEDSECUR)
 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. No more than 5 overtime hours may be billed per site (not per guard). It remains the vendors 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%).

ADDITIONAL TERMS AND CONDITIONS

[\(Return to Table of Contents\)](#)

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 **GSS24363-ARMEDSECUR** 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.
<https://mymarketplace.delaware.gov/agencies/corrective-action.shtml>

16. ADDENDUM HISTORY

Addendum #1 updates pricing for all vendors for Delaware National Guard locations. See pricing table.
Addendum #2 extends the contract for all vendors under the same terms and conditions. See pricing table for changes to the Delaware National Guard locations for Sunstates Security, LLC.
Addendum #3 adds DMV Inspection Lanes for Dover & Wilmington locations.
Addendum #4 adds DMV On The Go Mobile Unit.