

**AN ORDINANCE TO AUTHORIZE AND APPROVE A CONTRACT
BETWEEN THE CITY OF WILMINGTON AND SECURITY GUARD, INC.
T/A GETTIER SECURITY FOR SECURITY GUARD SERVICES**

#4666

Sponsor:

**Council
Member
Turner**

WHEREAS, pursuant to Section 2-308 and Section 8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of personal property or the rendering of services for a period of more than one year if approved by City Council by ordinance; and

WHEREAS, the City publicly advertised the specifications for Contract 20002CW - Security Guard Service (the "Contract") - in accordance with the requirements of Section 8-200 of the City Charter, and subsequently awarded the Contract, a copy of which, in substantial form, is attached hereto and incorporated by reference herein as Exhibit "A", to Security Guard, Inc. t/a Gettier Security (the "Contractor"), the lowest responsible bidder; and

WHEREAS, the term of the Contract is for a period of one (1) year from July 1, 2019 through June 30, 2020, at an estimated price of Eighty-Six Thousand, Two Hundred Forty Dollars (\$86,240.00), with the possibility of two (2) extensions of one (1) year thereafter at the same annual price, at the option of the City, subject to budget appropriations; and

WHEREAS, the primary purpose of the Contract is to provide security guard services for the City's Municipal Complex and the William "Hicks" Anderson Community Center; and

WHEREAS, said extension periods were included in the Contract in order to provide for continuity of service and to lock in the current price; and

WHEREAS, it is the recommendation of the Department of Public Works and the Department of Parks and Recreation that the City enter into the Contract with the Contractor for a period of one (1) year from July 1, 2019 through June 30, 2020, and reserve the right to extend the Contract for two (2) additional periods of one (1) year thereafter, at the option of the City.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON
HEREBY ORDAINS:**

SECTION 1. Contract 20002CW - Security Guard Service - between the City of Wilmington and Security Guard, Inc. t/a Gettier Security, a copy of which Contract, in substantial form, is attached hereto as Exhibit "A," for the period of one (1) year from July 1, 2019 through June 30, 2020, at an estimated price of Eighty-Six Thousand, Two Hundred Forty Dollars (\$86,240.00), with the possibility of two (2) additional extensions of one (1) year thereafter at the same annual price, at the option of the City, is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute as many copies of the Contract, as well as all additional undertakings related thereto, as may be necessary.

SECTION 2. This Ordinance shall become effective upon its passage by City Council and approval by the Mayor.

First Reading..... June 6, 2019
Second Reading..... June 6, 2019
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2019.

Mayor

SYNOPSIS: This Ordinance authorizes the execution of Contract 20002CW - Security Guard Service - between the City of Wilmington and Security Guard, Inc. t/a Gettier Security for the period of one (1) year from July 1, 2019 through June 30, 2020, at an estimated price of Eighty-Six Thousand, Two Hundred Forty Dollars (\$86,240.00), with the possibility of two (2) additional extensions of one (1) year thereafter at the same annual price, at the option of the City.

FISCAL IMPACT STATEMENT: The fiscal impact of this Ordinance is a contract for the period of one (1) year from July 1, 2019 through June 30, 2020, at an estimated price of Eighty-Six Thousand, Two Hundred Forty Dollars (\$86,240.00), with the possibility of two (2) additional extensions of one (1) year thereafter at the same annual price, at the option of the City.

W0105956

EXHIBIT A

Ad Number: 0003493410

Run Dates: 04/11/19, 04/16/19

The City of Wilmington will receive sealed bids at the Division of Procurement & Records, 5th Fl., Louis L. Redding Bldg., 800 French St., Wilmington, DE 19801 for:

**20002CW – SECURITY GUARD
SERVICE**

at the

**AT THE WILLIAM HICKS
ANDERSON COMMUNITY CENTER**

and the

MUNICIPAL COMPLEX

Bid opening: Tuesday, May 7, 2019,
at 3:00 p.m., in the Finance Department Conference Room, 5th Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, DE 19801.

Plans and Specifications may be obtained at the above address for the Division of Procurement & Records.

Philip Ceresini
Purchasing Agent II
Division of Procurement and Records
Department of Finance

pceresini@wilmingtonde.gov
www.wilmingtonde.gov

04/11, 04/16-NJ

0003493410-01



The News Journal
Media Group

A GANNETT COMPANY

Street Address:
950 West Basin Road
New Castle, DE 19720

(302) 324-2500
(800) 235-9100

Mailing Address:
P.O. Box 15505
Wilmington, DE 19850

Legal Desk:
(302) 324-2676
Legal Fax:
302 324-2249

Phil Ceresini, CPPB
Phil Ceresini, CPPB
800 N. FRENCH STREET, 5TH FLOOR
LOUIS L. REDDING CITY/COUNTY BUILDING
WILMINGTON, DE 198013537

Phil Ceresini, CPPB

Phil Ceresini, CPPB
800 N. FRENCH STREET, 5TH FLOOR
LOUIS L. REDDING CITY/COUNTY BUILDING

WILMINGTONDE, 198013537

AFFIDAVIT OF PUBLICATION

State of Delaware

New Castle County

Personally appeared **The News Journal**

Of the **The News Journal Media Group**, a newspaper printed, published and circulated in the State of Delaware, who being duly sworn, depose and saith that the advertisement of which the annexed is a **true copy, has been published** in the said newspaper 2 times, once in each issue as follows:

04/11/19, 04/16/19 A.D 2019

Ad Number: 0003493410

Sworn and subscribed before me, this 16 day of April,
2019

Legal notification printed at larger size for affidavit.





Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: SD CITY WILM PURCHASING DIV
Address: 800 N FRENCH ST FL 5
WILMINGTON DE 19801
USA

Ad No.: 0003493410
Pyrm Method Invoice
Net Amt: \$230.42

Run Times: 2

No. of Affidavits: 1

Run Dates: 04/11/19, 04/16/19

Text of Ad:

The City of Wilmington will receive sealed bids at the Division of Procurement & Records, 5th Fl., Louis L. Redding Bldg., 800 French St., Wilmington, DE 19801 for:

20002CW - SECURITY GUARD
SERVICE

at the

AT THE WILLIAM HICKS
ANDERSON COMMUNITY CENTER

and the

MUNICIPAL COMPLEX

Bid opening: Tuesday, May 7, 2019,
at 3:00 p.m., in the Finance Department Conference Room, 5th Floor,
Louis L. Redding City/County Building, 800 French Street, Wilmington,
DE 19801.

Plans and Specifications may be obtained at the above address for the
Division of Procurement & Records.

Philip Ceresini
Purchasing Agent II
Division of Procurement and Records
Department of Finance

pceresini@wilmingtonde.gov
www.wilmingtonde.gov

04/11, 04/16-NJ

0003493410-01

INSTRUCTIONS TO BIDDERS

1. Bids on City Contract **20002CW – SECURITY GUARD SERVICE** will be publicly opened and read aloud in the 5th Floor Finance Department Conference Room, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware, on **TUESDAY, MAY 7, 2019, AT 3:00 p.m.**
2. Proposals must be in triplicate, sealed in an envelope, and the envelope endorsed "**Bid for City Contract 20002CW – SECURITY GUARD SERVICE**" and addressed to the Department of Finance, Division of Procurement and Records, 5th Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware.
3. Any bid may be withdrawn prior to the schedule time for opening of bids or authorized postponement thereof. No bid may be withdrawn within thirty (30) calendar days after the actual opening thereof.
4. The successful bidder will be required to have or obtain an appropriate business license from the Department of Finance, Revenue Division, City of Wilmington, in order to be awarded the contract. Before obtaining a City of Wilmington Business License, all applicants must show proof of a current State of Delaware Business License.
5. No bid will be considered unless accompanied by a Certified Check (personal check, cashier's check, or treasurer's check are not acceptable) or a good and sufficient Bid Bond to the City of Wilmington in the amount of not less than 10 percent of the amount of the base bid, plus all additive alternatives, with Corporate Surety authorized to do business in the State of Delaware.
6. The Bid Bond must be accompanied by a certification attached hereto, issued by the Surety Company, qualified to do business in the State of Delaware, and satisfactory to the Owner, which certification contains the commitment of the Surety Company to execute a 100 percent Performance and/or Labor and Materials Bonds to cover the bidder's performance and its' payments of labor and materials if the bidder is successful and the contract is awarded to him. The successful bidder must furnish the above bond within ten days after the award of contract.
7. If a corporation, the successful bidder shall furnish a certificate from the State where it is incorporated, stating that it is a subsisting corporation. The corporation shall also furnish one (1) original and two (2) copies of the excerpts of the corporate minutes which grant authority to those who sign and attest the contract. The Corporate Seal shall be affixed where signatures are attested.
8. The successful bidder will be required to withhold City of Wilmington Wage Tax from their employees and withheld taxes paid to the City of Wilmington pursuant to the provisions of the Wilmington Wage Tax Law. This law applies to people living and/or working in the City of Wilmington.
9. Bidders are required to refer to the delinquent tax clause appearing on page GC-21 of the General Conditions.
10. The successful bidder certifies that they are not listed on the Federal Government, Excluded Parties List System (www.sam.gov). This will be verified by the City of Wilmington and if listed may be grounds for rejection of the bid or proposal.
11. Any person doing business or seeking to do business with the City shall abide by the following Global Sullivan Principles:
 - A. Support universal human rights and particularly, those of employees, the communities within which you operate, and parties with whom you do business.

- B. Promote equal opportunity for employees at all levels of the company with respect to issues such as color, race, gender, age, ethnicity, or religious beliefs, and operate without unacceptable worker treatment such as the exploitation of children, physical punishment, female abuse, involuntary servitude, or other forms of abuse.
- C. Respect employee's voluntary freedom of association.
- D. Compensate employees to enable them to meet at least their basic needs and provide the opportunity to improve their skill and capability in order to raise their social and economic opportunities.
- E. Provide a safe and healthy workplace; protect human health and the environment; and promote sustainable development.
- F. Promote fair competition including respect for intellectual and other property rights, and not offer, pay, or accept bribes.
- G. Work with governments and communities in which you do business to improve the quality of life in those communities -- their educational, cultural, economic, and social well-being -- and seek to provide training and opportunities for workers from disadvantaged backgrounds.
- H. Promote the application of these principles by those with whom you do business.

12. **Award and Execution of Contract**

- A. **Consideration of Proposals.** After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices, unless the proposals states a different basis for comparing bids. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern.

Before awarding the contract, a bidder may be required to show that he/she has the ability, experience, necessary equipment, experienced personnel, and financial resources to successfully carry out the work required by the contract.

The right is reserved to reject any and/or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if in the judgement of the department the best interest of the City will be promoted thereby.

- B. **Award of Contract.** The award of the contract, if it be awarded, must be within thirty (30) calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter mailed to the address shown on his proposals that his bid has been accepted and has been awarded the contract.
- C. **Cancellation of Award.** The City reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the City.
- D. **Right to Audit.** The City Auditor or his designee shall have the right to audit the contract and any books, documents, or records relating thereto.

CITY OF WILMINGTON

CONTRACT 20002CW

SECURITY GUARD SERVICE

AT

THE MUNICIPAL COMPLEX

AND

WILLIAM "HICKS" ANDERSON COMMUNITY CENTER
(WHACC)

501 NORTH MADISON STREET
WILMINGTON, DELAWARE 19801



City of Wilmington
Departments of Public Works and Parks & Recreation
March , 2019

Location:

City of Wilmington Municipal Complex, 500 Wilmington Ave., Wilmington, Delaware 19801 and William "Hicks" Anderson Community Center (WHACC), 501 Madison Street, Wilmington, Delaware 19801.

General:

The purpose of this contract is to support the protection of life and property at the subject sites in a first-class manner, but not to act as a law enforcement agency. General specifications must be adhered to, and all enclosures requested herein must be submitted at the time all bids are submitted. The sites require an armed guard.

Proposals

The City site coordinator reserves the right to change the attached schedule of specifications upon agreement with the contractor and to make necessary contract changes without voiding other terms of the original contract. The bid is to be developed providing security service as specified and at reasonable hourly rates to the subject site. The proposed hourly rate shall be full compensation for the security service specified, Local supervision, differential (if any), overtime, sick leave, holiday pay and any other indirect charges are to be included in the bid price. The proposed rates are to remain the same for up to an 8 hour shift. A list of holidays observed by the City is attached only for calculating shifts required on the indicated days (see next paragraph) and may vary between the two locations.

Work Hours:

Specified trained uniformed security guard(s) will be provided for the City as indicated below:

Guard Position located at 500 Wilmington Ave., Wilmington, Delaware 19801, City of Wilmington Municipal Complex - One armed guard will be supplied for 40 hours a week as follows:

| | |
|-----------|---------------|
| Monday | 8:30am-5:00pm |
| Tuesday | 8:30am-5:00pm |
| Wednesday | 8:30am-5:00pm |
| Thursday | 8:30am-5:00pm |
| Friday | 8:30am-5:00pm |
| Saturday | N/A |
| Sunday | N/A |

Guard will be allowed one half hour unpaid lunch.

Guard Position located at William "Hicks" Anderson Community Center located at 501 Madison Street, Wilmington, Delaware 19801 – One armed guard will be supplied for 40 hours a week as follows:

| | |
|-----------------|-----------------------|
| Monday | 11:00am – 8:00pm |
| Tuesday | 11:00am – 8:00pm |
| Wednesday | 11:00am – 8:00pm |
| Thursday | 11:00am – 8:00pm |
| Friday | 11:00am – 8:00pm |
| Saturday/Sunday | On an as needed basis |

(For purpose of evaluation consider 6 Saturdays as 4hrs per day)

Guard will be allowed one hour unpaid lunch.

These times are subject to change as necessary and as requested in writing and any change in total hours will be added or subtracted using the proposed wage rate.

Guard Qualifications:

Any guard assigned to this contract must have a minimum of 2 years of prior experience as a guard and with no prior felony convictions or certain misdemeanor convictions as determined by the City. A guard with experience in the operation of security/access software is preferable. This guard may be considered for employment for the subject site based on the City's approval and before or after the contract has been awarded. Documentation of experience must be demonstrated prior to work. All Guards must also have high school diploma which must be presented with qualifications of guards as specified and must be certified in CPR and the use of a defibrillator. Certificates must be supplied with resume/applications for review.

The City will expect that before any new guards are assigned to this site during the contract term, they must have prior approval by the City based on the documentation as required. This shall include all prospective guards' applications/ resumes, drug test results and State of Delaware background checks to: George Johnson (302-576-3860), Building Services Manager, 6th floor of the City County Building (Louis L. Redding Building), 800 French Street, Wilmington, Delaware 19801, or Leonard Williams (302-576-3818), Superintendent, Parks Maintenance, 500 Wilmington Avenue, Wilmington, Delaware, for review. The City will sign off and date new guards' applications/resumes thereby recognizing that the guard meets the minimum requirements of the contract. If a new guard does not meet the minimum requirements for the job and is installed on the job anyway, the City will not pay for the guard when invoiced. Each guard must sign in and out on the log provided by the Site Coordinator when serving every shift.

In case of emergency or extenuating circumstances the contractor shall provide extra guard service when requested at the same bid price per man-hour with 24 hours advance notice by the City. It shall be the company's responsibility to provide coverage in the event of security guard lateness or illness. Consistent lateness or non attendance as required will lead to dismissal of the contract as determined by the City.

Administration:

The contractor's employees will report to the Site Coordinator, Building Services Supervisor, George Johnson (302) 576-3862 or Leonard Williams, the designee for the William "Hicks" Anderson Community Center, respective to their locations, in specific matters such as Standard Operating Procedures (SOP's) which will not conflict with these specifications. The Contractor is to meet with the Site Coordinators prior to the start of work under this contract to review the conduct and specific scope of work of the guards. During the contract, a qualified-supervising contractor representative must be available on a 24-hour basis.

Inspection and Review:

Periodic review of the quality of security guard service for both the City sites shall be at the discretion of the Site Coordinators. The City will expect consistently good performance according to the terms as outlined herein and the duties further outlined by the Site Coordinators. Major discrepancies between contract provisions and the contractor's performance that cannot be settled by the Site Coordinators shall be taken up with Marlyn Dietz, Operations Director at 302-576-3076. For matters pertaining to William "Hicks" Anderson Community Center major discrepancies shall be taken up with Leonard Williams at (302) 576-3818.

Said Contractor management personnel are expected to be readily available to meet on site with the City representatives and to be responsive to inquiries and complaints. The City reserves the right to interview all proposed guards for expertise, professional quality and for appearance prior to start of work.

All personnel changes must be reviewed and approved in advance by the Site Coordinator. The City Site Coordinators reserve the right to require the removal of any guard for misconduct or for whatever reason may be deemed sufficient by the City. All provided new employees at the start of work at a site shall also have been substance tested within 3 months of starting and documentation shall be presented upon request. The City reserves the right to decline employees testing positive on substance abuse.

Hold Harmless:

The contractor agrees to indemnify and hold the City harmless from and against any and all claims for injury to or 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, the contractor's employees, and any subcontractors.

Insurance:

The contractor will be required to provide insurance of the prescribed types and minimum amounts as set forth below. The bidder to whom the contract is awarded shall furnish to the City within ten days after the notice of award of the contract

insurance certificates evidencing that the contractor has provided the necessary coverage. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until 30 days after prior written notice has been given to the City representatives. The City of Wilmington shall be named as additional injured.

Minimum requirements of insurance to be carried by the contractor shall be as follows:

- a. Worker's Compensation Insurance-statutory as required by the Workers Compensation Law of Delaware;
- b. Comprehensive General Liability Insurance, including bodily injury, personal injury including death, and property damage with a combined single limit of \$5,000,000. Such policies shall be issued by a financially sound carrier and/or carriers and shall be subject to reasonable approval of the City. The contractor shall provide the City of Wilmington with a certificate of insurance evidencing the above stated coverage and name the City of Wilmington as additional insured.
- c. Comprehensive Automobile Liability Insurance (to provide coverage for all owned and rented vehicles)--bodily injury and property damage liability with a combined single limit of \$1,000,000 for all damages because of bodily injury and property damage suffered by one or more persons as the result of one or more accidents.

Cancellation:

The provisions outlined in these specifications are the absolute basic and minimum requirements. The City representatives must be satisfied with the contractor's performance before invoices will be paid. Failure to meet these requirements, as determined by the City representatives in the exercise of good faith judgment, will result in cancellation of the contract by the City and/or a reduction in the contractor's invoice as provided below.

Billing:

Monthly charges shall be submitted by the fifteenth of the following month for all services performed in the previous month. Immediate responses will be required concerning any unsatisfactory performance of work. Failure to correct unsatisfactory performance may result in cancellation of the contract and/or non-approval of any outstanding subsequent invoices until performance is corrected. No weekly invoices will be accepted. Invoices and time sheets shall be mailed to the City's Finance Department, Accounts Payable, 800 N. French Street 5th Floor, Wilmington, De. 19801 or emailed to accountspayable@wilmingtonde.gov

Equipment and Supplies:

All uniforms shall be furnished by the contractor and are subject to the approval of the

City representatives. The contractor shall also provide equipment that will be necessary to function at their positions except as agreed prior to execution of this contract.

Licenses:

All licenses required by the State, County, and/or the City shall be obtained by the contractor. The contractor agrees that in addition to all company licenses, all security personnel who will work for the City of Wilmington must be properly licensed under all applicable laws, including certification by the Delaware State Police. The City reserves the right to have contractors supply necessary documentation affirming this.

All licenses and certifications shall remain in force for the term of this contract. Also, the successful bidder will be required to withhold City of Wilmington wage tax from employees' compensation, and withheld taxes shall be paid to the City of Wilmington pursuant to the provisions of the Wilmington Wage Tax Law. No contract will be signed until evidence is presented of having applied for wage tax withholding.

Length of Contract:

The term of this contract shall be from July 1, 2019 through June 30, 2020. The City reserves the option to extend this contract for (2) consecutive one-year terms provided that all conditions and pricing remain the same and that the contractor has satisfactorily met the conditions of this contract. The City will give 60 days advance written notice if the contract is to be extended. Cancellation of services by the City at any time during the contract year shall be given with a minimum of 30 days notice unless conditions require otherwise as determined by the City.

Minimum General Conditions:

- a. All security personnel shall wear picture identification cards or badges while on duty which is to be provided by the contractor. Standard company uniforms must be worn at all times while working unless otherwise advised.
- b. Damage and/or pilferage by employees of the contractor shall be the contractor's responsibility, and any owner's loss will be reimbursed by the contractor. This shall also cover any keys or other equipment issued by the Site coordinator for use by the guard(s).
- c. The Contractor shall take every precaution for the safety of the employees and tenants of the Center. Any incidents out of the ordinary, either inside the building or in the general vicinity of the outside of the building, must be reported to the City Site Coordinator or his/her designee, and to the police department as required. This contract requires an armed guard as scheduled above. Standard Operating Procedure (SOP) will be developed concerning a detailed scope of responsibilities of the position

and will be available when the contract is awarded. Guards must also complete incident reports on any incident, no matter how minor, and distribute reports to the Site Coordinator and Marlyn Dietz daily as necessary. Reporting of incidents is especially important and must be detailed on a contractor's report immediately for liability purposes.

- d. Security personnel shall be instructed by the contractor's representative in operating security and fire alarm systems as well as any other emergency systems and evacuations in the building. The Site coordinator will set up one training session for the contractor's representative. Any subsequent sessions are at the cost of the Contractor. The Site coordinator will periodically check the expertise of the security personnel.
- e. It will be the Site coordinator's responsibility to provide current phone books for reference if necessary. Security personnel shall not be permitted to bring televisions sets or radios on the premises. Security station procedures SOP's are to be supplied to the guard at the position and available at all times. Every guard must be trained thoroughly in the procedures.
- f. No guard is to leave a post until another guard or City employee has arrived to relieve him/her or unless otherwise stipulated. This is especially important in the event of inclement weather or other type of emergency.
- g. Security personnel shall monitor all individuals entering or leaving the building and shall request identification and sign-in as necessary from all personnel entering the building during normal business hours.
- h. Security personnel are to tour the building at random when required.
- i. Security contractor must have a roving shift supervisor on duty. Assigned supervisor must be required to make an unannounced visit to the protected site when asked to do so.
- j. Guard service management shall provide direct phone accessibility; and maintain a main Delaware State central station or security office within a radius of twenty (20) miles of the protected property.
- k. The successful bidder will assure that background security checks are made on all assigned personnel through the Delaware State Police Department. Certifications of these checks for each guard working in this building are to be supplied to the City. Continual non-compliance of this is grounds for cancellation of contract.
- l. Assigned security personnel must be physically fit and perform all other duties as outlined in specifications and SOP's. All bidders shall be required to post a bid bond or certified check in the amount of 10 percent of the contract price along with their bid.
- m. The successful bidder shall be required to provide a performance/security bond in the amount of 100 percent of the contract price upon notice of the

award of the contract and at the time the signed contract is returned to the City.

- n. The vendor is required to tour the buildings before submitting a bid. Contact the previously referenced Site Coordinators and phone numbers for an appointment.

References: Four references must be provided with the bid: The name, address, and phone number of the building supervisor or contract manager must be provided for each reference. Past experience with the City will be a factor in awarding this contract.

Award of contract: **References, general experience and qualifications as determined by the City shall be a prime consideration in determining whether a prospective contractor is responsible and, therefore, entitled to the award. THE CITY WILL CHOOSE THE LOWEST RESPONSIBLE BID.**

Independent Contractor: The contractor is an independent contractor and not an employee of the City or County.

No Oral Modifications: The terms of this contract may not be changed orally. Changes are only by written agreement of the parties hereto.

No Assignment: This contract may not be assigned or sublet without the express written permission of the City.

Successors and Assigns: This contract, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

ATTACHMENT A

HOLIDAY SCHEDULE FISCAL YEAR 2019 - 2020

| | |
|-------------|---|
| 1 January | Celebration of New Year's Day (City Observed) |
| 21 January | Martin Luther King's Birthday |
| 18 February | Presidents' Day |
| 19 April | Good Friday |
| 27 May | Memorial Day |
| 4 July | Celebration of Independence Day |
| 2 September | Labor Day |
| 28 October | Veterans Day (City Observed) |
| 6 November | Election Day |
| 28 November | Thanksgiving |
| 29 November | Day after Thanksgiving |
| 25 December | Christmas Day |

These dates and any additional holidays may not be complete and subject to change. Verification should be made concerning any actual holidays before scheduling around them.

PROPOSAL FORM
SECURITY GUARD SERVICE
CITY OF WILMINGTON MUNICIPAL COMPLEX
AND WILLIAMS "HICKS" ANDERSON COMMUNITY CENTER
CONTRACT 20002CW

DATE: _____

Attached hereto is a certified check or bid bond in the amount of ten percent (10%) of the contract price for a dollar amount of \$ _____. References are also attached.

Our City of Wilmington Business License Number is _____.
This proposal is submitted with the knowledge that the Department of Finance, Division of Procurement and Records reserves the right to reject any and all proposals when, in its judgment, it is in the best interest of the City of Wilmington to do so.

We, the undersigned, hereby agree to furnish and deliver, per specifications and the addendum # _____, Security Guard Services at the City of Wilmington Municipal Complex and at the William "Hicks" Anderson Community Center during the period July 1, 2019, through June 30, 2020, as specified herein.

References and additional material proposing Guard Service qualifications for review must to be submitted with the bid.

Cost per Hour for armed guard: \$ _____ X 1984 hours = \$ _____
**Total contract cost
(Municipal Complex)**

Cost per Hour for armed guard: \$ _____ X 2080 hours = \$ _____
**Total contract cost
(WHACC)**

Grand Total: \$ _____
Grand Total

The City will only pay for actual hours worked.

PROPOSAL FORM
SECURITY GUARD SERVICE
CITY OF WILMINGTON MUNICIPAL COMPLEX
AND WILLIAMS "HICKS" ANDERSON COMMUNITY CENTER
CITY SPECIFICATION 20002CW

DATE: _____

References, general experience and qualifications as determined by the City shall be a prime consideration in determining whether a prospective contractor is responsible and, therefore, entitled to the award.

24 hour day Cellular telephone number of Contractor's qualified supervisor:

Phone # _____

FIRM: _____

Corporation, Partnership, or Individual

PER: _____

Name Typed or Printed

TITLE: _____

ADDRESS: _____

PHONE: _____

FEDERAL I.D.: _____

FAX #: _____

EMAIL ADDRESS: _____

CONSENT OF SURETY

DATE: _____

To: _____

Gentlemen:

We, the _____

(Surety Company's Address)

a Surety Company authorized to business in the State of Delaware, hereby agree that if

(Contractor)

(Address)

is awarded Contract _____. We will write the required Performance and/or
Labor and Materials Bond required by Paragraph 6 of the Instructions to Bidders.

Surety Company

BY: _____
Attorney-in-Fact

original

ADDENDUM #1
Contract 20002CW
SECURITY GUARD SERVICES



-
- **The bid submittal and opening date has been revised. Bids are now due: on May 21, 2019 by 3:00 pm.**

Bid opening: Tuesday, May 21, 2019, at 3:00 p.m., in the Finance Department Conference Room, 5th Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, DE 19801.

ALL OTHER PROVISIONS OF THIS SOLICITATION REMAIN THE SAME.

Issued 26 April 2019 by the
Procurement and Records Division, Department of Finance
Louis L. Redding City County Building, 800 French Street
Wilmington, DE 19801



Cheryl Chalow <cheryl.chalow@tri-countysecuritynj.com>

Addendum #1 to Contract 20002CW - Security Guard Service

1 message

Philip Ceresini <pCeresini@wilmingtonde.gov>

Fri, Apr 26, 2019 at 2:47 PM

To: Philip Ceresini <pCeresini@wilmingtonde.gov>

Cc: DaWayne Sims <dsims@wilmingtonde.gov>, John D'amelio <jdamelio@wilmingtonde.gov>, Alfred Lance <alance@wilmingtonde.gov>, Leonard Williams <lwilliams@wilmingtonde.gov>, George Johnson <gjohnson@wilmingtonde.gov>, Webupdate <webupdate@wilmingtonde.gov>

All:

Attached is a copy of Addendum #1 for contract 20002CW.

NOTE – THE BID SUBMITTAL AND OPENING DATE HAS BEEN REVISED.

BIDS ARE DUE BY Tuesday, May 21, 2019 at 3:00 p.m.

Phil Ceresini, CPPB

Purchasing Agent

City of Wilmington

Louis L. Redding City/County Building

800 N. French Street, 5th Floor

Wilmington, DE 19801-3537

302-576-2421

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Addendum#1.pdf

INSTRUCTIONS TO BIDDERS

1. Bids on **City Contract 20002CW – SECURITY GUARD SERVICE** will be publicly opened and read aloud in the 5th Floor Finance Department Conference Room, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware, on **TUESDAY, MAY 7, 2019, AT 3:00 p.m.**
2. Proposals must be in triplicate, sealed in an envelope, and the envelope endorsed "**Bid for City Contract 20002CW – SECURITY GUARD SERVICE**" and addressed to the Department of Finance, Division of Procurement and Records, 5th Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware.
3. Any bid may be withdrawn prior to the schedule time for opening of bids or authorized postponement thereof. No bid may be withdrawn within thirty (30) calendar days after the actual opening thereof.
4. The successful bidder will be required to have or obtain an appropriate business license from the Department of Finance, Revenue Division, City of Wilmington, in order to be awarded the contract. Before obtaining a City of Wilmington Business License, all applicants must show proof of a current State of Delaware Business License.
5. No bid will be considered unless accompanied by a Certified Check (personal check, cashier's check, or treasurer's check are not acceptable) or a good and sufficient Bid Bond to the City of Wilmington in the amount of not less than 10 percent of the amount of the base bid, plus all additive alternatives, with Corporate Surety authorized to do business in the State of Delaware.
6. The Bid Bond must be accompanied by a certification attached hereto, issued by the Surety Company, qualified to do business in the State of Delaware, and satisfactory to the Owner, which certification contains the commitment of the Surety Company to execute a 100 percent Performance and/or Labor and Materials Bonds to cover the bidder's performance and its' payments of labor and materials if the bidder is successful and the contract is awarded to him. The successful bidder must furnish the above bond within ten days after the award of contract.
7. If a corporation, the successful bidder shall furnish a certificate from the State where it is incorporated, stating that it is a subsisting corporation. The corporation shall also furnish one (1) original and two (2) copies of the excerpts of the corporate minutes which grant authority to those who sign and attest the contract. The Corporate Seal shall be affixed where signatures are attested.
8. The successful bidder will be required to withhold City of Wilmington Wage Tax from their employees and withheld taxes paid to the City of Wilmington pursuant to the provisions of the Wilmington Wage Tax Law. This law applies to people living and/or working in the City of Wilmington.
9. Bidders are required to refer to the delinquent tax clause appearing on page GC-21 of the General Conditions.
10. The successful bidder certifies that they are not listed on the Federal Government, Excluded Parties List System (www.sam.gov). This will be verified by the City of Wilmington and if listed may be grounds for rejection of the bid or proposal.
11. Any person doing business or seeking to do business with the City shall abide by the following Global Sullivan Principles:
 - A. Support universal human rights and particularly, those of employees, the communities within which you operate, and parties with whom you do business.

- B. Promote equal opportunity for employees at all levels of the company with respect to issues such as color, race, gender, age, ethnicity, or religious beliefs, and operate without unacceptable worker treatment such as the exploitation of children, physical punishment, female abuse, involuntary servitude, or other forms of abuse.
- C. Respect employee's voluntary freedom of association.
- D. Compensate employees to enable them to meet at least their basic needs and provide the opportunity to improve their skill and capability in order to raise their social and economic opportunities.
- E. Provide a safe and healthy workplace; protect human health and the environment; and promote sustainable development.
- F. Promote fair competition including respect for intellectual and other property rights, and not offer, pay, or accept bribes.
- G. Work with governments and communities in which you do business to improve the quality of life in those communities -- their educational, cultural, economic, and social well-being -- and seek to provide training and opportunities for workers from disadvantaged backgrounds.
- H. Promote the application of these principles by those with whom you do business.

12. **Award and Execution of Contract**

- A. **Consideration of Proposals.** After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices, unless the proposals states a different basis for comparing bids. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern.

Before awarding the contract, a bidder may be required to show that he/she has the ability, experience, necessary equipment, experienced personnel, and financial resources to successfully carry out the work required by the contract.

The right is reserved to reject any and/or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if in the judgement of the department the best interest of the City will be promoted thereby.

- B. **Award of Contract.** The award of the contract, if it be awarded, must be within thirty (30) calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter mailed to the address shown on his proposals that his bid has been accepted and has been awarded the contract.
- C. **Cancellation of Award.** The City reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the City.
- D. **Right to Audit.** The City Auditor or his designee shall have the right to audit the contract and any books, documents, or records relating thereto.

CITY OF WILMINGTON

CONTRACT 20002CW

SECURITY GUARD SERVICE

AT

THE MUNICIPAL COMPLEX

AND

WILLIAM "HICKS" ANDERSON COMMUNITY CENTER
(WHACC)
501 NORTH MADISON STREET
WILMINGTON, DELAWARE 19801



City of Wilmington
Departments of Public Works and Parks & Recreation
March , 2019

Location:

City of Wilmington Municipal Complex, 500 Wilmington Ave., Wilmington, Delaware 19801 and William "Hicks" Anderson Community Center (WHACC), 501 Madison Street, Wilmington, Delaware 19801.

General:

The purpose of this contract is to support the protection of life and property at the subject sites in a first-class manner, but not to act as a law enforcement agency. General specifications must be adhered to, and all enclosures requested herein must be submitted at the time all bids are submitted. The sites require an armed guard.

Proposals

The City site coordinator reserves the right to change the attached schedule of specifications upon agreement with the contractor and to make necessary contract changes without voiding other terms of the original contract. The bid is to be developed providing security service as specified and at reasonable hourly rates to the subject site. The proposed hourly rate shall be full compensation for the security service specified, Local supervision, differential (if any), overtime, sick leave, holiday pay and any other indirect charges are to be included in the bid price. The proposed rates are to remain the same for up to an 8 hour shift. A list of holidays observed by the City is attached only for calculating shifts required on the indicated days (see next paragraph) and may vary between the two locations.

Work Hours:

Specified trained uniformed security guard(s) will be provided for the City as indicated below:

Guard Position located at 500 Wilmington Ave., Wilmington, Delaware 19801, City of Wilmington Municipal Complex - One armed guard will be supplied for 40 hours a week as follows:

| | |
|-----------|---------------|
| Monday | 8:30am-5:00pm |
| Tuesday | 8:30am-5:00pm |
| Wednesday | 8:30am-5:00pm |
| Thursday | 8:30am-5:00pm |
| Friday | 8:30am-5:00pm |
| Saturday | N/A |
| Sunday | N/A |

Guard will be allowed one half hour unpaid lunch.

Guard Position located at William "Hicks" Anderson Community Center located at 501 Madison Street, Wilmington, Delaware 19801 – One armed guard will be supplied for 40 hours a week as follows:

| | |
|-----------------|-----------------------|
| Monday | 11:00am – 8:00pm |
| Tuesday | 11:00am – 8:00pm |
| Wednesday | 11:00am – 8:00pm |
| Thursday | 11:00am – 8:00pm |
| Friday | 11:00am – 8:00pm |
| Saturday/Sunday | On an as needed basis |

(For purpose of evaluation consider 6 Saturdays as 4hrs per day)

Guard will be allowed one hour unpaid lunch.

These times are subject to change as necessary and as requested in writing and any change in total hours will be added or subtracted using the proposed wage rate.

Guard Qualifications:

Any guard assigned to this contract must have a minimum of 2 years of prior experience as a guard and with no prior felony convictions or certain misdemeanor convictions as determined by the City. A guard with experience in the operation of security/access software is preferable. This guard may be considered for employment for the subject site based on the City's approval and before or after the contract has been awarded. Documentation of experience must be demonstrated prior to work. All Guards must also have high school diploma which must be presented with qualifications of guards as specified and must be certified in CPR and the use of a defibrillator. Certificates must be supplied with resume/applications for review.

The City will expect that **before** any new guards are assigned to this site during the contract term, they must have prior approval by the City based on the documentation as required. This shall include all prospective guards' applications/ resumes, drug test results and State of Delaware background checks to: George Johnson (302-576-3860), Building Services Manager, 6th floor of the City County Building (Louis L. Redding Building), 800 French Street, Wilmington, Delaware 19801, or Leonard Williams (302-576-3818), Superintendent, Parks Maintenance, 500 Wilmington Avenue, Wilmington, Delaware, for review. The City will sign off and date new guards' applications/resumes thereby recognizing that the guard meets the minimum requirements of the contract. If a new guard does not meet the minimum requirements for the job and is installed on the job anyway, the City will not pay for the guard when invoiced. Each guard must sign in and out on the log provided by the Site Coordinator when serving every shift.

In case of emergency or extenuating circumstances the contractor shall provide extra guard service when requested at the same bid price per man-hour with 24 hours advance notice by the City. It shall be the company's responsibility to provide coverage in the event of security guard lateness or illness. Consistent lateness or non attendance as required will lead to dismissal of the contract as determined by the City.

Administration:

The contractor's employees will report to the Site Coordinator, Building Services Supervisor, George Johnson (302) 576-3862 or Leonard Williams, the designee for the William "Hicks" Anderson Community Center, respective to their locations, in specific matters such as Standard Operating Procedures (SOP's) which will not conflict with these specifications. The Contractor is to meet with the Site Coordinators prior to the start of work under this contract to review the conduct and specific scope of work of the guards. During the contract, a qualified-supervising contractor representative must be available on a 24-hour basis.

Inspection and Review:

Periodic review of the quality of security guard service for both the City sites shall be at the discretion of the Site Coordinators. The City will expect consistently good performance according to the terms as outlined herein and the duties further outlined by the Site Coordinators. Major discrepancies between contract provisions and the contractor's performance that cannot be settled by the Site Coordinators shall be taken up with Marlyn Dietz, Operations Director at 302-576-3076. For matters pertaining to William "Hicks" Anderson Community Center major discrepancies shall be taken up with Leonard Williams at (302) 576-3818.

Said Contractor management personnel are expected to be readily available to meet on site with the City representatives and to be responsive to inquiries and complaints. The City reserves the right to interview all proposed guards for expertise, professional quality and for appearance prior to start of work.

All personnel changes must be reviewed and approved in advance by the Site Coordinator. The City Site Coordinators reserve the right to require the removal of any guard for misconduct or for whatever reason may be deemed sufficient by the City. All provided new employees at the start of work at a site shall also have been substance tested within 3 months of starting and documentation shall be presented upon request. The City reserves the right to decline employees testing positive on substance abuse.

Hold Harmless:

The contractor agrees to indemnify and hold the City harmless from and against any and all claims for injury to or 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, the contractor's employees, and any subcontractors.

Insurance:

The contractor will be required to provide insurance of the prescribed types and minimum amounts as set forth below. The bidder to whom the contract is awarded shall furnish to the City within ten days after the notice of award of the contract

insurance certificates evidencing that the contractor has provided the necessary coverage. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until 30 days after prior written notice has been given to the City representatives. The City of Wilmington shall be named as additional injured.

Minimum requirements of insurance to be carried by the contractor shall be as follows:

- a. Worker's Compensation Insurance-statutory as required by the Workers Compensation Law of Delaware;
- b. Comprehensive General Liability Insurance, including bodily injury, personal injury including death, and property damage with a combined single limit of \$5,000,000. Such policies shall be issued by a financially sound carrier and/or carriers and shall be subject to reasonable approval of the City. The contractor shall provide the City of Wilmington with a certificate of insurance evidencing the above stated coverage and name the City of Wilmington as additional insured.
- c. Comprehensive Automobile Liability Insurance (to provide coverage for all owned and rented vehicles)--bodily injury and property damage liability with a combined single limit of \$1,000,000 for all damages because of bodily injury and property damage suffered by one or more persons as the result of one or more accidents.

Cancellation:

The provisions outlined in these specifications are the absolute basic and minimum requirements. The City representatives must be satisfied with the contractor's performance before invoices will be paid. Failure to meet these requirements, as determined by the City representatives in the exercise of good faith judgment, will result in cancellation of the contract by the City and/or a reduction in the contractor's invoice as provided below.

Billing:

Monthly charges shall be submitted by the fifteenth of the following month for all services performed in the previous month. Immediate responses will be required concerning any unsatisfactory performance of work. Failure to correct unsatisfactory performance may result in cancellation of the contract and/or non-approval of any outstanding subsequent invoices until performance is corrected. No weekly invoices will be accepted. Invoices and time sheets shall be mailed to the City's Finance Department, Accounts Payable, 800 N. French Street 5th Floor, Wilmington, De. 19801 or emailed to accountspayable@wilmingtonde.gov

Equipment and Supplies:

All uniforms shall be furnished by the contractor and are subject to the approval of the

City representatives. The contractor shall also provide equipment that will be necessary to function at their positions except as agreed prior to execution of this contract.

Licenses:

All licenses required by the State, County, and/or the City shall be obtained by the contractor. The contractor agrees that in addition to all company licenses, all security personnel who will work for the City of Wilmington must be properly licensed under all applicable laws, including certification by the Delaware State Police. The City reserves the right to have contractors supply necessary documentation affirming this.

All licenses and certifications shall remain in force for the term of this contract. Also, the successful bidder will be required to withhold City of Wilmington wage tax from employees' compensation, and withheld taxes shall be paid to the City of Wilmington pursuant to the provisions of the Wilmington Wage Tax Law. No contract will be signed until evidence is presented of having applied for wage tax withholding.

Length of Contract:

The term of this contract shall be from July 1, 2019 through June 30, 2020. The City reserves the option to extend this contract for (2) consecutive one-year terms provided that all conditions and pricing remain the same and that the contractor has satisfactorily met the conditions of this contract. The City will give 60 days advance written notice if the contract is to be extended. Cancellation of services by the City at any time during the contract year shall be given with a minimum of 30 days notice unless conditions require otherwise as determined by the City.

Minimum General Conditions:

- a. All security personnel shall wear picture identification cards or badges while on duty which is to be provided by the contractor. Standard company uniforms must be worn at all times while working unless otherwise advised.
- b. Damage and/or pilferage by employees of the contractor shall be the contractor's responsibility, and any owner's loss will be reimbursed by the contractor. This shall also cover any keys or other equipment issued by the Site coordinator for use by the guard(s).
- c. The Contractor shall take every precaution for the safety of the employees and tenants of the Center. Any incidents out of the ordinary, either inside the building or in the general vicinity of the outside of the building, must be reported to the City Site Coordinator or his/her designee, and to the police department as required. This contract requires an armed guard as scheduled above. Standard Operating Procedure (SOP) will be developed concerning a detailed scope of responsibilities of the position

and will be available when the contract is awarded. Guards must also complete incident reports on any incident, no matter how minor, and distribute reports to the Site Coordinator and Marlyn Dietz daily as necessary. Reporting of incidents is especially important and must be detailed on a contractor's report immediately for liability purposes.

- d. Security personnel shall be instructed by the contractor's representative in operating security and fire alarm systems as well as any other emergency systems and evacuations in the building. The Site coordinator will set up one training session for the contractor's representative. Any subsequent sessions are at the cost of the Contractor. The Site coordinator will periodically check the expertise of the security personnel.
- e. It will be the Site coordinator's responsibility to provide current phone books for reference if necessary. Security personnel shall not be permitted to bring televisions sets or radios on the premises. Security station procedures SOP's are to be supplied to the guard at the position and available at all times. Every guard must be trained thoroughly in the procedures.
- f. No guard is to leave a post until another guard or City employee has arrived to relieve him/her or unless otherwise stipulated. This is especially important in the event of inclement weather or other type of emergency.
- g. Security personnel shall monitor all individuals entering or leaving the building and shall request identification and sign-in as necessary from all personnel entering the building during normal business hours.
- h. Security personnel are to tour the building at random when required.
- i. Security contractor must have a roving shift supervisor on duty. Assigned supervisor must be required to make an unannounced visit to the protected site when asked to do so.
- j. Guard service management shall provide direct phone accessibility; and maintain a main Delaware State central station or security office within a radius of twenty (20) miles of the protected property.
- k. The successful bidder will assure that background security checks are made on all assigned personnel through the Delaware State Police Department. Certifications of these checks for each guard working in this building are to be supplied to the City. Continual non-compliance of this is grounds for cancellation of contract.
- l. Assigned security personnel must be physically fit and perform all other duties as outlined in specifications and SOP's. All bidders shall be required to post a bid bond or certified check in the amount of 10 percent of the contract price along with their bid.
- m. The successful bidder shall be required to provide a performance/security bond in the amount of 100 percent of the contract price upon notice of the

award of the contract and at the time the signed contract is returned to the City.

- n. The vendor is required to tour the buildings before submitting a bid. Contact the previously referenced Site Coordinators and phone numbers for an appointment.

References: Four references must be provided with the bid: The name, address, and phone number of the building supervisor or contract manager must be provided for each reference. Past experience with the City will be a factor in awarding this contract.

Award of contract: References, general experience and qualifications as determined by the City shall be a prime consideration in determining whether a prospective contractor is responsible and, therefore, entitled to the award. THE CITY WILL CHOOSE THE LOWEST RESPONSIBLE BID.

Independent Contractor: The contractor is an independent contractor and not an employee of the City or County.

No Oral Modifications: The terms of this contract may not be changed orally. Changes are only by written agreement of the parties hereto.

No Assignment: This contract may not be assigned or sublet without the express written permission of the City.

Successors and Assigns: This contract, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

References

Croda, Inc.

315 Cherry Lane
New Castle, DE 19720
Derrick Schweitzer
Phone: 1-302-429-5407
20 years of service
Derrick.schweitzer@croda.com

Zenith Products

400 Lukens Dr.
New Castle, DE 19720
Kevin Orcutt
Phone: 1-610-357-4112
4 years of service
kevinorcutt@zenith-products.com

TA Instruments

159 Lukens Drive
New Castle, DE 19720
John Burns
Phone: 1-302-750-9573
3 ½ years of service
jburns@tainstruments.com

William Hicks Anderson

Community Center
501 North Madison Street
Wilmington, DE 19801
Tina
Phone: 1-302-576-2420
5 years of service
tromano@wilmingtonde.gov

General Experience and Qualifications

Gettier Security, is a full licensed and bonded agency located in Newark, DE with it corporate office located in Vineland, New Jersey has been protecting businesses since 1966. When it comes to providing qualified and dependable security personnel, Gettier Security is unmatched in the industry. Gettier Security employs rigorous screening and supervision practices, administering the guidelines and requiring and approval of both the New Jersey, Delaware and Pennsylvania State Police for all of their employees.

Gettier Security performs a complete analysis of the site, including special concerns and / or needs and provides a detailed report of recommendations for each location, prior to furnishing security.

Supervisory staff randomly checks on officers to assure clients of excellent services. Nay problems are taken care of quickly and efficiently, providing a high level of customer satisfaction.

With several offices strategically located around the southern New Jersey, Delaware and eastern Pennsylvania region. Gettier Security is well positioned to provide excellent service around the clock, as well as provide rapid response to unusual security needs as they arise. Gettier Security also enjoys the financial banking of St. John Holdings, which allows for the continued expansion and upgrades of our services and technologies.

ATTACHMENT A
HOLIDAY SCHEDULE
FISCAL YEAR 2019 - 2020

| | |
|-------------|---|
| 1 January | Celebration of New Year's Day (City Observed) |
| 21 January | Martin Luther King's Birthday |
| 18 February | Presidents' Day |
| 19 April | Good Friday |
| 27 May | Memorial Day |
| 4 July | Celebration of Independence Day |
| 2 September | Labor Day |
| 28 October | Veterans Day (City Observed) |
| 6 November | Election Day |
| 28 November | Thanksgiving |
| 29 November | Day after Thanksgiving |
| 25 December | Christmas Day |

These dates and any additional holidays may not be complete and subject to change. Verification should be made concerning any actual holidays before scheduling around them.

PROPOSAL FORM
SECURITY GUARD SERVICE
CITY OF WILMINGTON MUNICIPAL COMPLEX
AND WILLIAMS "HICKS" ANDERSON COMMUNITY CENTER
CONTRACT 20002CW

DATE: 4/15/19

Attached hereto is a certified check or bid bond in the amount of ten percent (10%) of the contract price for a dollar amount of \$ Bid bond attached. References are also attached.

Our City of Wilmington Business License Number is 7438
This proposal is submitted with the knowledge that the Department of Finance, Division of Procurement and Records reserves the right to reject any and all proposals when, in its judgment, it is in the best interest of the City of Wilmington to do so.

We, the undersigned, hereby agree to furnish and deliver, per specifications and the addendum # 1, Security Guard Services at the City of Wilmington Municipal Complex and at the William "Hicks" Anderson Community Center during the period July 1, 2019, through June 30, 2020, as specified herein.

References and additional material proposing Guard Service qualifications for review must to be submitted with the bid.

Cost per Hour for armed guard: \$ 22.50 X 1984 hours = \$ 44,640.00
**Total contract cost
(Municipal Complex)**

Cost per Hour for armed guard: \$ 20.00 X 2080 hours = \$ 41,600.00
**Total contract cost
(WHACC)**

Grand Total: \$ 86,240.00
Grand Total

The City will only pay for actual hours worked.

PROPOSAL FORM
SECURITY GUARD SERVICE
CITY OF WILMINGTON MUNICIPAL COMPLEX
AND WILLIAMS "HICKS" ANDERSON COMMUNITY CENTER
CITY SPECIFICATION 20002CW

DATE: 4/15/19

References, general experience and qualifications as determined by the City shall be a prime consideration in determining whether a prospective contractor is responsible and, therefore, entitled to the award.

24 hour day Cellular telephone number of Contractor's qualified supervisor:

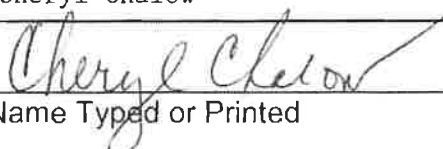
Phone # Mance Revel1 Cell: 1-302-218-7598 / Lou McCall Cell: 1-302-593-3566

FIRM: Security Guard, Inc. T/A
Gettier Security

Corporation

Corporation, Partnership, or Individual

PER: Cheryl Chalow


Name Typed or Printed

TITLE: President

ADDRESS: 1142 E. Chestnut Ave., Suite A

Vineland, NJ 08360

PHONE: 856-691-5555 X: 1001

FEDERAL I.D.: 22-3381181

FAX #: 856-691-3867

EMAIL ADDRESS: cherylchalow@tri-countysecuritynj.com

Client#: 291564

SECURGUA1

DATE (MM/DD/YYYY)

4/16/2019

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER USI Insurance Services LLC 1787 Sentry Pkwy W., Veva 16 Suite 300 Blue Bell, PA 19422 | | CONTACT NAME: PHONE (A/C, No, Ext): 484 351-4600 FAX (A/C, No): 610 537-4974 E-MAIL ADDRESS: | | | | | | | | | | | | | | | |
|---|--------|--|--|-------------------------------|--------|---|-------|--|-------|-------------|--|-------------|--|-------------|--|-------------|--|
| INSURED Security Guard, Inc. T/A Gettler 1142 East Chestnut Avenue, Unit A Vineland, NJ 08360 | | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Everest Indemnity Insurance Company</td> <td>10851</td> </tr> <tr> <td>INSURER B : Everest National Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Everest Indemnity Insurance Company | 10851 | INSURER B : Everest National Insurance Company | 10120 | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : | |
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| INSURER D : | | | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | 51GL001894181 | 06/15/2018 | 06/15/2019 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | 51CA000018181 | 06/15/2018 | 06/15/2019 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000 | | 51CC000614181 | 06/15/2018 | 06/15/2019 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) N N/A If yes, describe under DESCRIPTION OF OPERATIONS below | | 5300000188181 | 06/15/2018 | 06/15/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to City of Wilmington, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|---|
| William "Hicks" Anderson Community Center (WHACC) 501 North Madison Street Wilmington, DE 19801 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|---|

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CITY OF WILMINGTON - BUSINESS LICENSE

ACCOUNT NO.

036670

LICENSE NO.

7438

CODE

4036

SECURITY GUARDS

FEE PAID

\$120.00

BUSINESS TRI-COUNTY SECURITY NJ
1142 E CHESTNUT AVE
VINELAND, NJ 08360-5012

2019

Expires: 12/31/2019

ISSUED BY

TRI-COUNTY SECURITY NJ
1142 E CHESTNUT AV
SUITE A
VINELAND, NJ 08360-5012

Jeffrey J. Starkey

COMMISSIONER
DEPARTMENT OF LICENSES & INSPECTIONS

THIS LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE

State of Delaware
Board of Examiners of
Private Investigative and Private Security Agencies

A Certificate of Class C License is hereby granted to

GETTIER SECURITY

LICENSE HOLDER- WILLIAM J. MYERS
DELAWARE MANAGER- KELLY H. O'ROURKE

To practice, conduct, pursue, or carry on, within the State of Delaware, the business of
Private Investigative & Private Security Agency

As defined by the Laws of Delaware in accordance with and by authority of
Title 24, Chapter 13, Delaware Code.

License Number 03-64-C

Expiration Date 07/31/2019

Col. Nathaniel McJ

Superintendent - Delaware State Police

LICENSE NO. 2006204240 DORBL

STATE OF DELAWARE

VALID

01/01/18 - 12/31/20
NOT TRANSFERABLE

POST CONSPICUOUSLY

DIVISION OF REVENUE

DLN: 17 62584 75

BUSINESS CODE 183
GROUP CODE 007

LICENSED
ACTIVITY

PROFESSIONAL SERVICE-PRIVATE DETECTIVE AGENCY
PROFESSIONAL AND/OR PERSONAL SERVICES

DATE ISSUED: 12/11/17

****VALIDATED****

2020

LICENSE FEE: \$ 225.00

MAILING ADDRESS

BUSINESS LICENSE

BUSINESS LOCATION

SECURITY GUARD INC
TRI-COUNTY SECURITY, NJ
1142 E CHESTNUT AVE STE A
VINELAND NJ 08360-5012



TRI-COUNTY SECURITY, NJ
UNIFORMED SECURITY GUARD SERVICE
1142 E CHESTNUT AVE STE A
VINELAND NJ 08360-5012

IS HEREBY LICENSED TO PRACTICE, CONDUCT OR ENGAGE IN THE OCCUPATION
OR BUSINESS ACTIVITY INDICATED ABOVE IN ACCORDANCE WITH THE LICENSE
APPLICATION DULY FILED PURSUANT TO TITLE 30, DEL CODE

JENNIFER R. HUDSON

DIRECTOR OF REVENUE

ADDENDUM #1
Contract 20002CW
SECURITY GUARD SERVICES



-
- **The bid submittal and opening date has been revised. Bids are now due: on May 21, 2019 by 3:00 pm.**

Bid opening: Tuesday, May 21, 2019, at 3:00 p.m., in the Finance Department Conference Room, 5th Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, DE 19801.

ALL OTHER PROVISIONS OF THIS SOLICITATION REMAIN THE SAME.

Issued 26 April 2019 by the
Procurement and Records Division, Department of Finance
Louis L. Redding City County Building, 800 French Street
Wilmington, DE 19801




DEPARTMENT OF PUBLIC WORKS
DEPARTMENT OF PARKS & RECREATION

MEMORANDUM

TO: Phil Ceresini
Purchasing Agent
Division of Procurement and Records

FROM: Marlyn Dietz
Operations Director
Public Works Department

Leonard Williams 
Park Maintenance Superintendent
Parks & Recreation Department

DATE: 24 May 2019


Re: Contract 20002CW –Security Guard Service (Municipal Complex) (W.H.A.C.C.)
Recommendation of Award

We have reviewed the proposal for the subject specification and tabulate them as follows:

| <u>Bidder</u> | <u>Grand Total</u> |
|---|--------------------|
| Security Guard, Inc. (Gettier Security) | \$ 86,240.00 |

Our recommendation is to award this contract to the apparent low bidder, Security Guard, Inc. (Gettier Security) for the amount shown above. We have reviewed their response to the RFP for Contract 20002CW and they appear to meet the specification.

APPROVED:


For Kelly Williams
COMMISSIONER OF PUBLIC WORKS


For Kevin Kelley
DIRECTOR OF PARKS & RECREATION

cc: Vince Carroccia, Deputy Commissioner of Public Works
Janelle Delaney, Administrative Assistant to Commissioner Williams
Carmen Ferguson, Administrative Assistant to Director Kelley
George Johnson, Building Services Manager
Sam Baise, Contracts & Maintenance Supervisor

CERTIFICATE OF AWARD OF CONTRACT

I hereby certify that Contract No. 20002CW is on this 24th of May 2019 awarded to Security Guard, Inc T/A Gettier Security in the amount of \$86,240.00 as per Proposal dated 4/15/19 and that this award is made in compliance with Wilm. Code (Charter), Section 8-200, to wit:

1. Plans and specifications for the work, supplies, or materials were filed with the Department of Finance, Division of Procurement and Records for public inspection on 4/11/19.
2. The advertisement calling for sealed bids on this contract was published in the News Journal on 4/11/19 & 4/16/19 stated that bids would be opened at 3:00 p.m. on 5/7/19*
3. All sealed bids received were publicly opened in the office of the Department of Finance, Division of Procurement and Records in the presence of the City Auditor and Department not represented desiring to make the purchase at 3:00 p.m. on 5/21/19. Other persons present at the opening of the bids were: Phil Ceresini, Michael Maldonado & Nicole Johnson
4. Bids were submitted by the following contractors in the following amounts:

| Contractor | Address | Date of Bid | Amount |
|---|--------------|-------------|-------------|
| Security Guard, Inc T/A Gettier Security | Vineland, NJ | 5/21/19 | \$86,240.00 |

*Change of date to 5/21/19 per Addendum 1

5. City License Number _____

6. Upon recommendation of Public Works and Park & Recreation Department and after due consideration, I determined that the contractor to whom this award is made was the lowest responsible bidder. In support of this determination I have received the following written recommendations, which are on file at my office:

| <u>Author</u> | <u>Employment Position</u> | <u>Date</u> |
|-----------------|--------------------------------|-------------|
| Kelly Williams | Commissioner of Public Works | 5/24/19 |
| Kevin S. Kelley | Director of Parks & Recreation | 5/24/19 |

Department of Finance, Division of Procurement

FORM OF BOND

Know All Men by These Presents, That We, _____

Security Guard, Inc T/A Gettier Security
of **1142 E. Chestnut Ave. Suite A Vineland, NJ 08360**-----
as principal, and _____

as Surety, legally authorized to do business in the State of Delaware, are held and firmly bound unto the City of Wilmington, a municipal corporation of the State of Delaware, (hereinafter sometimes referred to as the Obligee), in the amount of **Eight-Six Thousand, Two Hundred Forty ----- 00/100 Dollars (\$86,240.00)** to be paid to the said obligee, the City of Wilmington, for which payment, well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors administrators, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals.

Dated the _____ day of _____, 2019

Now, the condition of this obligation is such, that if the above bounded Principal who has been awarded by the Department of Finance, Division of Procurement and Records, a certain contract designated by the parties thereto as **20002CW "SECURITY GUARD SERVICE"** dated _____ day of _____ 2019, shall well and truly keep, do and perform, each and every, all and singular the matters and things in said contract set forth and specified to be by the said Principal kept, done and performed at the time and in the manner in said contract specified, including the payment in full to all and every person furnishing material or performing labor or service or any of them in and about the construction of said contract and the performance of said contract, all and every sum or sums of money due him, them or any of them, for all such labor, services and/or materials, and shall make good and reimburse the above named The City of Wilmington, a municipal corporation, sufficient funds to pay the cost of completing the contract which the obligee may sustain by reason of any failure or default on the part of said Principal, then this obligation shall be void; otherwise, to be and remain in full force and effect.

Provided, however, that any alterations which may be made in the terms of the above-mentioned Contract, or in the work to be done under it or the giving by the Obligee of any extension of time for the performance of the Contract, or any other forbearance on the part of either the obligee or the Principal to the other, shall not in any way release the Principal and/or Surety or either of them, their heirs, executors, administrators, successors, or assign, for liability hereunder, notice to the Surety of any alteration, extension or forbearance, being hereby expressly waived.

Signed, sealed and delivered

Security Guard, Inc.
T/A Gettier Security

in the presence of:

Witness

By: _____

Name Typed or Printed

Surety Company

By: _____
Attorney-In-Fact (Seal)

Address: _____

Telephone: _____

--- -- C O N T R A C T -----

THIS AGREEMENT made the day of in the year **Two Thousand Nineteen** and between the City of Wilmington, a municipal corporation of the State of Delaware, acting through the agency of the Department of Finance, Division of Procurement and Records, party of the first part (hereinafter designated the Owner), and **Security Guard, Inc., Gettier Security** party of the second part (hereinafter designated the Contractors)

WITNESSETH, that the Contractor, in consideration of agreements herein made by the Owner, agrees with the Owner as follows:

Article 1. The Contractor shall and will furnish and deliver per specifications, on contract **20002CW "Security Guard Service"** for the **Public Works and Parks & Recreation Department** in accordance with Advertisement for Bids by the Department of Finance, Division of Procurement and Records date **4/11/19 & 4/16/19** and specifications identified as Contract No. **20002CW** and by the signatures of the parties hereto, are, together with the said Advertisement for Bids, Instructions to Bidders, Forms of Proposal, and/or other documents pertinent thereto, hereby acknowledge and incorporated into these presents and are to be taken as a part of this Contract.

Article 2. It is understood and agreed by and between the parties hereto that the amount of this Contract is in the amount of **Eighty-Six Thousand, Two Hundred Forty-----Dollars and 00/100 (\$86,240.00)** as per Proposal dated **4/15/19** to the Department of Finance, Division of Procurement and Records.

Article 3. In the performance of this Contract, the parties agree that they shall not discriminate or harass, or permit discrimination or harassment, against any person because of age sex, martial status, race, religion, color, national origin or sexual orientation.

Article 4. This Agreement shall bind the heirs, executors, administrators, successors and assigns to the respective parties hereto.

In witness whereof the party of the first part has, by recommendation of the **Commissioner of Public Works and Director of Parks & Recreation**, caused the hand of **Michael S. Purzycki**, Mayor, and the corporate seal of the City of Wilmington, attested by the City Clerk, to be hereunto affixed; and the party of the second part has caused the hand of its' President, (or his authorized representative) and its' corporate seal, attested by the Secretary or assistant Secretary, to be hereunto affixed.

Dated the day and year first above written in the City of Wilmington, County of New Castle, State of Delaware.

Signed, Sealed and delivered
in the presence of:

THE CITY OF WILMINGTON

Witness

By: _____
Michael S. Purzycki, Mayor

ATTEST:

City Clerk

Security Guard, Inc., Gettier Security

Witness

By: _____
President (Seal)

ATTEST:

Secretary