

STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
GENERAL SERVICES DIVISION  
OFFICE OF PROCUREMENT SERVICES  
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

REQUIREMENTS CONTRACT: UNIFORMED, ARMED SECURITY GUARD SERVICE FOR SPECIFIED OHIO INDUSTRIAL COMMISSION REGIONAL AND DISTRICT OFFICES

CONTRACT No.: OT903909

EFFECTIVE DATES: 11/01/08 to 10/31/11

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT903909 that opened on 09/29/08 and to Bid No. OT906109 that opened on 10/27/08. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to INDUSTRIAL COMMISSION OF OHIO, 30 WEST SPRING STREET, COLUMBUS, OH 43215-2233, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

**SPECIAL NOTE:** State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the Requirements Contract may be directed to:

Michael S. Shaw, CPPB  
michael.shaw@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:



<http://www.ohio.gov/procure>

Signed: \_\_\_\_\_  
Hugh Quill, Director Date

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## SPECIAL CONTRACT TERMS AND CONDITIONS

**AMENDMENTS TO CONTRACT TERMS AND CONDITIONS:** The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

**SITE VISIT:** Prior to submitting their Bid Response, the Bidder should visit the agency(ies) they are bidding in order to survey the facility(s) and to become familiar with the requirements of the Bid. The Bidder must contact each Ohio Industrial Commission (OIC) facility to schedule an appointment. To schedule an appointment, please contact the agency contact person at the phone number given in Attachment I. Once a Contract is awarded, failure of the Bidder to have requested a site visit to become familiar with the facility and requirements of the Bid will be insufficient reason to support any request to be released from the Contract.

Subsequent to touring the facility, all questions relevant to this Bid must be submitted as prescribed below in the Specification Questions paragraph.

**SPECIFICATION QUESTIONS:** Information regarding submission of questions and clarifications for this Bid is provided on page one (1) of the Bid. Through the indicated inquiry closure date, Bidders may visit the Procurement Services website to post Bid related questions at <[www.ohio.gov/procure](http://www.ohio.gov/procure)>. Answers to all Bidder questions will be posted on the Procurement Services website and linked to the Bid Number. Bidders can make their own inquiry and/or review all inquiry questions/responses from the same website page from which the Bid document is downloaded. The State will make every effort to respond to website inquires within forty-eight (48) hours of receipt. The State will not respond to any verbal or written questions received through any other medium. No prospective Bidder shall respond to any verbal instructions or changes to this Bid. Only Bid communications, issued by the Department of Administrative Services, Office of Procurement Services, in a public, published format, will be considered valid.

**EXCEPTIONS:** Any exceptions to these specifications must be explicitly detailed in the Bidder's response. Exceptions will not disqualify a Bidder's response, except in cases where specifically noted. It is the intention of the State to fully evaluate all acceptable, alternate equal Bid Responses that meet the overall requirements of these specifications. State personnel will evaluate exceptions to determine whether variances are material enough to represent a violation of the specification intent or would give the Bidder a competitive advantage. However, exceptions to the stated levels of performance, reliability, and timeliness would represent such a violation of the intent of these specifications that would necessitate rejection of the Bid Response. The State will require the Bidder to retract any intolerable exceptions in order to remain in consideration for award.

**MANDATORY/REQUIRED SUBMISSIONS:** As specified, mandatory submissions must be submitted with the Bid Response. Required documentation/materials should be submitted with the Bid. If not submitted with the Bid, the Bidder must provide the said documentation/materials within five (5) business days, after notification, to the Office of Procurement Services. Failure to provide mandatory submissions with the Bid Response or failure to provide the required documentation/materials, as applicable, within the stated time period will result in the Bidder being deemed as not responsive and the Bid Response will be immediately disqualified with no further consideration given for potential awarding of the Contract.

For specific submission requirements, Bidders should refer to Specifications and Requirements and the Bid Submission Check List for a listing of those mandatory submissions due with the Bid Response and those other submissions that should be submitted with the Bid Response, but which do not become mandatory until requested during the Bid evaluation period.

**EVALUATION:** Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, for each specific Ohio Industrial Commission (OIC) location, the State will multiply the estimated annual hours by the security guard cost per hour for each of the three (3) contract years. The sum of the three (3) years annual costs will determine the low lot total for the specific OIC location.

**CONTRACT AWARD:** The Contract will be awarded to the lowest responsive and responsible Bidder by low lot total for each specific Ohio Industrial Commission location. Although there will be separate OIC specific location awards made, Bidders are eligible to receive awards of multiple OIC locations, providing the Bidder is the lowest responsive and responsible Bidder meeting all Bid specifications and requirements listed.

## SPECIAL CONTRACT TERMS AND CONDITIONS

**DELIVERY AND ACCEPTANCE:** Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

**SUBCONTRACTING:** The awarded Contractor shall be solely responsible for the Contract. Subcontracting by the Contractor shall not be permitted.

**LIQUIDATED DAMAGES:** In the event that the Contractor fails or refuses to provide services as agreed in any Contract awarded pursuant to this Bid or terminates any Contract awarded pursuant to this Bid at any time during the term of the Contract or any extension of the Contract, the agency will contact the Contractor to determine when the purchase order will be fulfilled. If the Contractor cannot fulfill the purchase order requirements within a timeline acceptable to the agency, the agency may procure like-kind supplies/services from another resource and invoice the Contractor for the full amount charged by the third party provider. These invoices to the Contractor shall be liquidated damages and not a penalty, and shall enable the agency to continue to provide Contract services without interruption until another Contract can be finalized. Invoices for said liquidated damages must be deducted from subsequent Contractor invoices prior to payment by the agency.

Under these damage recovery provisions, the agency may: (1) elect to procure any portion of the original order from another source; and/or (2) charge the Contractor for the total cost for the service/merchandise procured; and/or (3) cancel any portion of the original order without Contractor penalty. Also reference Supplemental Contract Terms and Conditions, Article S-9, Time of Delivery, and Standard Contract Terms and Conditions, Section II, Contract Remedies.

The State shall make its best efforts to mitigate the liquidated damages obligation of the Contractor by securing another Contractor to provide substantially the same services as named in any Contract awarded pursuant to this Bid. It is estimated to require three (3) to five (5) months from the date the Contractor ceases provision of services to the date another Contractor commences provision of services. This section does not apply to disputed invoices.

**FIXED-PRICE WITH WAGE ADJUSTMENTS:** No price adjustment will be granted during the first twelve (12) months duration of the contract. Thereafter, should changes be approved to the Federal Minimum Wage Rates, Federal Mandatory Health Care Programs, Workers' Compensation and/or Unemployment Insurance rates and/or transportation costs, the Contractor may petition DAS to increase the contract price(s). If approved by DAS, the Contractor will only be entitled to the exact amount of the increase as approved in the respective program. DAS will not agree to any increase that is retroactive to the start date of the Contract or is within the above stated time period that prices may not be adjusted. The Contractor must give DAS a minimum of thirty-(30) calendar days notice prior to the effective date of the increase. The petition must be accompanied by documentary evidence to fully support the request (e.g. Federal Minimum Wage Scales, tariff schedules, etc.). If approved the increase will become effective on the date set forth in the request and will remain in effect for the duration of the Contract. Approval of said increase is at the sole discretion of DAS. No petition for increase will be considered for adjustments that occurred prior to the effective date of the Contract.

**INCURRED COSTS:** The State is not liable for any costs incurred by the Bidder prior to issuance of a Contract.

**TRANSPORTATION CHARGES:** The Contractor will be responsible for all transportation charges incurred in the delivery of materials and/or services specified in this Bid and resulting Contract.

**CONTRACT COST ADJUSTMENTS:** The Contractor agrees to decrease/increase the number of guards should the requirements of this service change during the term of this Contract. Any additional guards shall be at the contracted price.

SPECIAL CONTRACT TERMS AND CONDITIONS

**INSURANCE RENEWAL DOCUMENTS:** Upon the policy renewal date, the Contractor must submit, within thirty (30) days, updated insurance documents showing compliance with all applicable coverage required by this Contract. As applicable, the documents must include a current Workers' Compensation Certificate and an Acord Certificate of all applicable insurance coverage and must include all required Commercial General Liability endorsements as described in Articles S-12 and S-13 of the Supplemental Terms and Conditions of this Contract.

Failure to maintain compliant insurance coverage per Article S-14 of the Supplemental Contract Terms and Conditions will be considered a default and will be cause for cancellation of the Contract under the Standard Contract Terms and Conditions, Section I, Item C, Part 1.

These documents shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Michael S. Shaw.

**DMA RENEWAL DOCUMENT:** Within thirty (30) days of the annual anniversary date of the Contract inception, the Contractor must submit an updated copy of the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form.

This form is available at [http://www.homelandsecurity.ohio.gov/DMA\\_Terrorist/HLS\\_0038\\_Contracts.pdf](http://www.homelandsecurity.ohio.gov/DMA_Terrorist/HLS_0038_Contracts.pdf). The Terrorist Exclusion List is available at [http://www.homelandsecurity.ohio.gov/DMA\\_Terrorist/terrorist\\_exclusion\\_list.pdf](http://www.homelandsecurity.ohio.gov/DMA_Terrorist/terrorist_exclusion_list.pdf). In addition, the Contractor must annually update their registration with the Ohio Business Gateway (OBG) at <http://obg.ohio.gov>.

Failure to maintain a current, compliant certificate will be considered a default and will be cause for termination of the Contract under the Standard Contract Terms and Conditions, Section I, Item C, Part 1.

These documents shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Michael S. Shaw.

**AA/EEO RENEWAL DOCUMENT:** Within thirty (30) days of the annual anniversary date of the initial plan acceptance date by EEO, the Contractor must submit an updated copy of their Affirmative Action Program Verification Form from the DAS Equal Opportunity Division. The application form is available at <http://www.das.ohio.gov/Eod/AAEEO.htm>.

Failure to maintain a current certificate in compliance with all State and Federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive orders will be considered a default and will be cause for termination of the Contract under the Standard Contract Terms and Conditions, Section I, Item C, Part 1.

These documents shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Michael S. Shaw.

**USAGE REPORTS:** Every twelve (12) months the Contractor must submit a report (written or on disk) indicating sales generated by this Contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this Contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Michael S. Shaw.

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate this Contract.

These reports are in addition to any weekly, monthly, and quarterly reports required by the facility. Reference Section III, Item C, Contractor General Requirements.

UNIFORMED, ARMED GUARD SERVICE FOR THE OHIO INDUSTRIAL COMMISSION  
SPECIFICATIONS AND REQUIREMENTS

I. SCOPE

This Invitation to Bid is being released for the purpose of securing a Contractor(s) to provide uniformed, armed security guard services, according to these specifications, for the Ohio Industrial Commission (OIC) regional and district offices as listed herein from November 01, 2008 through October 31, 2011.

Bid Number OT906109 and resultant Contract are to be awarded for OIC sites in Cincinnati and Dayton. The balance of the OIC requirements for uniformed, armed security guard service has been awarded under Bid/Contract Number OT903909. The two Bids will be combined into a single Contract under Bid/Contract Number OT903909 for the term November 01, 2008 through October 31, 2011.

II. LOCATIONS AND HOURS FOR GUARDS: Reference Bid Attachments I and II.

III. CONTRACTOR'S GENERAL REQUIREMENTS – (Applicable to all locations)

A. Recognition of Purpose:

The Contractor shall insure that all security guards are aware that their primary purpose is to maintain order, protect clients, staff, visitors and property from harassment, injury, damage or theft, and to call appropriate law enforcement agencies when necessary.

B. Requirements:

1. The Contractor must be licensed by the state of Ohio for private investigation and watch/guard services, and must be compliant with Chapter 4749 of the Ohio Revised Code.
2. All security guards of the Contractor utilized at the facility must be registered with the Ohio Department of Public Safety - Ohio Homeland Security and must have in their possession a current security identification card issued by Ohio Homeland Security. These cards must be renewed annually.
3. The Contractor herein agrees not to enter into any subcontracts for the performance of this Contract.
4. The Contractor agrees to furnish to the agency weekly written reports detailing the activities of the guards at each location. These reports must list all normal and unusual events, which have occurred at the facility.
5. Guards shall have completed the necessary Ohio Peace Officer Training to qualify for carrying firearms. The Contractor and guards shall also comply with all provisions of the Ohio Revised Code Chapter 4749 regarding the licensing and carrying of firearms. During the term of the contract, guards shall be re-certified, as required by the Ohio Revised Code Chapter 4749.
6. Guards will be armed with a side arm and ammunition furnished by the Contractor. Guards must have demonstrated proficiency in the use and safe handling of the side arm they carry. The Contractor shall have the capability to provide shotguns for its guards with the necessary demonstration proficiency, should it be requested by the Industrial Commission.
7. If the Contractor determines that a licensed security guard of the Contractor, utilized at the institution, has any violations as outlined in ORC 4749.04, they must report this, with documentation, to the Ohio Department of Public Safety, Ohio Homeland Security.
8. In accordance with the Ohio Revised Code (ORC), Section 4749.06, when a security guard of the Contractor, utilized at the institution, leaves the employment of the Contractor, the license must be turned in to the Ohio Department of Public Safety, Ohio Homeland Security by the Contractor.
9. The Contractor shall replace any guard deemed unacceptable by the agency/facility. Reference Section III, Item H, Removal from Duty.

## SPECIFICATIONS AND REQUIREMENTS

### III. CONTRACTOR'S GENERAL REQUIREMENTS (Cont'd)

#### C. Contractor's Requirements:

1. All guards must be without physical or mental defects or abnormalities, which would interfere with the performance of duties.
2. All guards are required to comply with the general work rules set forth by the agency for the assigned facility applicable to them as part of this Contract. The using agency contact person shall provide these work rules to the Contractor.
3. A complete and thorough background check shall be performed on all persons who will be employed as guards/supervisors for this Contract. The investigation shall be conducted by the Contractor and shall be submitted to the Office of Procurement Services for approval prior to assignment of the guard/supervisor to the Contract location(s).

Bidders will have five (5) working days, upon notification from the Office of Procurement Services, to provide documentation for Section III, Items C.3 through C.4. Failure to provide the required documentation within the five (5) working days shall deem your bid non-responsive and no further consideration for award shall be given.

This investigation shall consist of the following items:

- a. A complete check of the applicant's employment record for a minimum of proceeding ten (10) years. If the applicant does not have ten (10) years of employment history, the employment records check shall be based on the number of years of employment history, and so noted in the report.
- b. Complete a national, multi-state police/records check, including a check of fingerprint files on the national basis. A complete fingerprint file shall be submitted to the using agency, and the Office of Procurement Services.
- c. Interviews with three (3) personal references that have known the applicant for five (5) or more years. If requested, copies of the interviews are to be made available to the Office of Procurement Services.
- d. Interviews with neighbors in the area of residence.
- e. The Contractor is responsible for providing documentation showing that national (multi-state) background checks and investigations were performed on each guard to be used for the Contract. This is to include any back-up personnel used to fill vacations, emergency leave or any other contingency that might arise. The Contractor is responsible for the cost of the aforementioned checks and investigations, and providing this documentation. As part of the evaluation process, the Contractor will have five (5) working days notification from the Office of Procurement Services, to provide this documentation. All new guards shall be subject to Section III, Item C.3.
- f. The Contractor must complete an annual national, multi-state police records check, including a check of finger print files for all guards assigned to OIC facilities. These checks are to be completed as if it is the officer's first time being checked, and are to be performed and submitted annually, based on the employee's hire date. These checks must indicate the individual has no felony record. All files must be sent to the Office of Procurement Services. The required checks and investigations are defined in Section III, Item C.
- g. If the Contractor determines that a licensed guard of the Contractor utilized has any violations as outlined in ORC Section 4749.04, they must report this, with documentation to the Ohio Department of Public Safety/Ohio Homeland Security, the Office of Procurement Services, and the Ohio Industrial Commission.
- h. The agency may request an interview with each guard prior to assignment. Guard assignment is subject to approval by the OIC facility.

## SPECIFICATIONS AND REQUIREMENTS

### III. CONTRACTOR'S GENERAL REQUIREMENTS (Cont'd)

#### C. Contractor's Requirements: (Cont'd)

4. All guards shall meet the following minimum qualifications prior to being assigned to this contract. The successful contractor shall submit documentation of Section III, Items C.4.a. through C.4.h. to the agency for approval prior to a guard starting at the site.
  - a. Each security guard shall possess a minimum of a high school diploma or a G.E.D. certificate.
  - b. A minimum of three (3) month's experience as a security guard licensed with the Ohio Department of Public Safety, Ohio Homeland Security.
  - c. Armed Guards must carry a valid Firearms Bearer (F.A.B.) card issued by the Ohio Department of Public Safety, Ohio Homeland Security, with the current guard company, prior to being assigned to any state facility listed in this Contract.
  - d. Current re-certification of the Ohio Peace Officers Training Academy (O.P.O.T.A.) under the Ohio Revised Code Chapter 4749, showing the re-certification date, and the guard name (see Section III. Item B.5).
  - e. Sufficient training to understand and comply with the following standards or rules but not limited to:
    - 1) Weapons restrictions (see Section III, Item D).
    - 2) Legal rights and responsibilities for security guards set forth by the contractor and/or any applicable laws, rules, and regulations.
    - 3) Uniform requirements.
    - 4) Site orientation, duties and functions as stated herein.
  - f. Sufficient training to effectively perform and/or administer service in the following functions but not limited to:
    - 1) Emergency and safety procedures.
    - 2) Report writing - daily shift reports and incident reports. Requires English language skills and math skills sufficient to complete the required reports.
    - 3) Operation of the telephone system and/or cellular telephone.
    - 4) Employee identifications and admittance.
    - 5) Utilization and operation of a hand held fire extinguisher and fire prevention procedures.
  - g. The Contractor shall provide the agency and the Office of Procurement Services with a training manual used by the Contractor, and certification that guards assigned to this Contract have completed this training.
  - h. All security guards must have successfully completed the 20 hour Ohio Private Peace Officer Training Class or submit evidence of former police or military police or equivalent training compliant with the requirements of ORC Chapter 4749.
  - i. Security guards must have the ability to maintain poise and self-control under stress.
  - j. Security guards must have the ability to meet and deal with the general public in a professional and cordial manner.

## SPECIFICATIONS AND REQUIREMENTS

### III. CONTRACTOR'S GENERAL REQUIREMENTS (Cont'd)

#### C. Contractor's Requirements: (Cont'd)

5. Guards must be in complete security guard/watchman type uniforms with appropriate head covering, and present a neat and well-groomed appearance. Uniform, weapon, and necessary supplies (e.g. paper, pencils, etc.), and all other equipment to be furnished by the Contractor. Shoes shall be low quarter or high top laced with police or plain toe and standard heel. The uniform and related equipment of all security guards shall be kept neat, clean and in good condition. The Contractor shall supply all weather gear (raincoat and overcoat) to each location for the use of the security guards for exterior patrolling.
    - a. The Contractor shall guarantee that each guard has two (2) or more complete uniforms, shoes not included and that worn uniforms are repaired or replaced.
    - b. The Contractor shall provide the agency and the Office of Procurement Services with a diagram displaying the attire of a properly uniformed security guard.
  6. The Contractor shall guarantee that each guard shall possess, at all times, on his or her person:
    - a. One (1) current identification card, with photograph no more than two (2) years old and an expiration date signifying that the security guard is employed by the Contractor. The I.D. card shall be clipped to the outer duty uniform if required by the agency.
    - b. One (1) nameplate with legible 1/4" to 1/2" letters, of uniform size and colors, worn on the outer garment over the right breast pocket.
    - c. One (1) operating timepiece.
    - d. One (1) operable pen, one (1) operable pencil, and one (1) notebook.
    - e. The necessary emergency telephone numbers, including the police and fire departments, and the agency's and Contractor's emergency numbers, etc.
    - f. Any other item deemed necessary by the agency that has not been stipulated herein.
  7. The Contractor shall insure that each guard working the second or third shifts possess at all times one (1) operable flashlight (standard 3 "D" cell) with belt holder.
  8. The Contractor shall provide all guards with a minimum of eight (8) hours on-site training on how to perform the Contract functions before assignment of any guard to the Contract site.
  9. Emergency Security Services: Upon request by the agency, the Contractor shall provide emergency security services to the Contract site within two (2) hours of such request.
  10. The Contractor shall maintain an established facility, which operates as a security service business in compliance with the Ohio Revised Code, Chapter 4749, and is properly identified as a business entity. The Contractor shall provide and maintain twenty-four (24) hour communication capability i.e. pagers, radios, etc., between guard stations, the mobile patrol, and the Contractor's supervisory office. The State reserves the right to visit the business location/facility of the Contractor to insure the Contractor's capacity to provide specified services, prior to and after making any award.
- D. Guards shall not be permitted to carry any unauthorized material and/or equipment, such as chemical agent devices, knives, "come-alongs", or other such non-standard items.
- E. The Contractor shall have an established ongoing training program. After assignment to this site, the Contractor will provide a minimum of 16 hours per year (4 hours per quarter) of training. Documentation of instruction is to be submitted to the agency on a quarterly basis. Documentation is to be attendance sheets signed by the instructor. Failure to do so may be reason for cancellation.

SPECIFICATIONS AND REQUIREMENTS

III. CONTRACTOR'S GENERAL REQUIREMENTS (Cont'd)

F. Supervision of Guard Personnel:

1. It shall be the responsibility of the Contractor to assign guards to the Contract location(s) and to provide for the supervision and training of all assigned guards.
2. The Contractor shall provide uniformed field supervisors/operations managers who will be available to confer with designated representatives of the State.
3. The site supervisors/operation managers shall provide close supervision of the security guard(s), shall verify that the guards are on duty when scheduled, and shall be available to confer with agency representatives at any time.
4. The Contractor shall have management personnel visit each work site, in a random pattern, at least once a month. During the visits, each guard shall be inspected for appearance, efficiency of work, and knowledge of duties performed at the Contract site. The Contractor shall promptly resolve any problems identified to the satisfaction of the agency. A written report of the inspection shall be submitted to the agency within five (5) working days.
5. All operations managers shall have the qualifications of the guard personnel as stated in Section III, Item C.4. and shall have a minimum three (3) months experience in the supervision of security operations and personnel. This will be verified and approved by the agency prior to assignment of such personnel. This may be verified by way of a resume.

G. Operations Manual:

1. Within ten (10) days after award of the Contract, the Contractor shall prepare and submit to the agency and the Office of Procurement Services, for their approval, an operations manual clearly outlining the functions and duties of the guards as stipulated herein. Once the agency approves the operations manual, it shall be distributed to all concerned parties. The manual may be reviewed in the future to amend the duties of the guards. Any changes in duties shall be agreed upon in writing by the agency and the Contractor. Any such change shall not change the Contract price of the service. All manuals and procedures become the property of the state of Ohio upon termination of this Contract.
2. Within one month after commencing the guard operation, a security official shall prepare a security survey, which will be a detailed study of the facilities and its security. It shall cover areas such as fire protection, proper lighting, key control, personnel safety, identification systems, etc. This survey shall be updated periodically depending upon the need.

H. Removal from Duty: The facility manager or authorized agency representative reserves the right to request the removal and replacement of any guard, which he/she feels is not performing their duties properly. The replacement of the guard shall be accomplished within two (2) hours of such notification.

I. Guard Replacements: The contractor shall be responsible to provide replacement guard personnel due to sickness, personal emergencies, or vacations of assigned guard personnel in sufficient time to insure continuity of service. All replacement guards shall comply with Section III, Item C.3.

1. Any guard that has previously been removed from a state of Ohio contract site for "cause" or performance issues shall not be assigned to the facility.
2. Any guard previously refused initial acceptance for placement by an OIC facility shall not be assigned to any OIC facility without prior written approval of the designated OIC facility contact person.

J. The State reserves the right to cancel the Contract based upon negligent conduct, gross or repeated non-performance of written and/or oral instructions, or non-compliance with any and all specifications set forth in this Bid or any ensuing Contract. The agency/state institution shall submit evidence of the aforementioned to the Office of Procurement Services.

### SPECIFICATIONS AND REQUIREMENTS

#### III. CONTRACTOR'S GENERAL REQUIREMENTS (Cont'd)

- K. Guards are required to perform their duties in accordance with the Contract requirements as stipulated herein. The Contractor shall be held responsible for any incident caused by the negligence of the guards while performing their duties.
- L. The State reserves the right to have unannounced inspections.
- M. It is the responsibility of the agency, with the assistance of the Office of Procurement Services when needed, that all relevant documents required herein are submitted by the Contractor as requested, and to verify the accuracy of the information.
- N. The Contractor shall be held responsible for any thefts occurring due to the negligence of the security personnel.

#### IV. WAGES:

- A. The Contractor shall pay security guards no less than a minimum hourly rate of \$ 8.98 per hour. This rate is related to the median wage for unarmed security guards as reported by the U.S. Department of Labor (BLS) and the Ohio Department of Jobs and Family Services (ODJFS). Wage survey information is available at the following Federal and State websites: <http://www.bls.gov> and <http://www.lmi.state.oh.us>.

This specified minimum wage rate will remain the same for the duration of the Contract, and any ensuing extension(s), unless the Federal and/or State Minimum Wage exceeds this amount. In that event, the Federal and/or State Minimum Wage shall prevail. The Contractor is not required to use this minimum wage as an upper limit for what is paid to the Contractor guard staff assigned to this Contract.

- B. Upon request by the agency, the Contractor shall provide payroll records for guards employed at the Contract location(s), to verify that guards are being paid at the specified minimum wage.

#### V. GUARD(S) RESPONSIBILITIES AND REQUIREMENTS:

- A. Responsibilities:

Protect property, employees, and patrons from sabotage, fire, accidents, theft, and vandalism, and be alert to suspicious persons and activities.

- B. Requirements:

- 1. Guard Coverage

The regular employment hours for the guards will be as stated in Section II. They will not work Sundays or state holidays, except in emergency situations. It is the responsibility of the Contractor to have the guard report to the designated office location(s) at the Contract specified time.

The Contractor agrees to provide guard services for the office location(s) at the designated area(s) to be covered for a total of approximately two thousand three hundred and eighty (2,380) guard hours per year at each location. The guard is required to work nine (9) hours per day, as lunchtime coverage will be required. The guard may eat lunch at the duty post.

- 2. Guard Work Week:

No guard shall work more than forty-five (45) hours maximum in a one-week time frame, unless approved in writing by the agency/facility. Working hours at all offices will be 7:45 a.m. through 4:45 p.m. The starting and ending times may be adjusted to meet the needs of the office.

## SPECIFICATIONS AND REQUIREMENTS

### VI. STATE HOLIDAYS:

The following is a list of the State observed holidays:

January 1	New Year's Day
Third Monday in January	Martin Luther King Day
Third Monday in February	Presidents' Day
Last Monday in May	Memorial Day observed
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veterans' Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas

All holidays that occur on Saturday will be observed by the state of Ohio on the preceding day (Friday). All holidays that occur on Sunday will be observed by the state of Ohio the following day (Monday).

### VII. SPECIAL CONTRACT REQUIREMENTS:

The State reserves the right to enforce the following special stipulations:

- A. All security guards, both primary and designated back-up personnel, must provide the designated OIC facility contact person with a copy of their current Ohio Homeland Security security guard identification card and Fire Arms Bearer (F.A.B.) card. Only Contractor personnel with current valid credentials will be permitted assignment to an OIC facility(ies).
- B. The State will only pay a proper invoice for hours worked by Contractor guard personnel possessing credentials currently valid at the time the work is performed. If it is discovered, after work has been performed, that assigned Contractor personnel did not possess current valid credentials, the State will either decline invoice payment until a corrected invoice is submitted and/or will charge-back the Contractor for all hours worked by the uncertified guard staff.
- C. All security guards, both primary and designated back-up personnel, must reside within a travel proximity to their assigned OIC location(s) that they can typically arrive on site within two (2) hours of notice to report for duty.
- D. The Contractor must provide each designated OIC facility contact person with the Contractor's written procedure for Contractor personnel giving notice to both the assigned facility and to the Contractor, when reporting off-work. Such written procedures shall also detail the Contractor's procedures to secure back-up personnel in a timely manner to either eliminate any lapse of guard coverage or to limit the lapse of coverage to less than two (2) hours. The Contractor shall be responsible to notify the designated OIC facility contact person of any pending lapse of guard coverage and when coverage will resume. The Contractor must provide each designated OIC facility contact person with a contact person and contact number accessible on a twenty-four hour basis to notify the Contractor of an emergency situation requiring additional guard coverage or to report a lapse of coverage.
- E. In the event that the Contractor fails to provide armed security guard service within two hours of notification of an emergency situation and/or a coverage lapse, the State will procure armed security guard service from the most convenient qualified resource. These alternative resources include, but are not limited to, local police, or sheriff departments, or Ohio State Highway Patrol officers. The State will charge-back to the Contractor all costs incurred to secure such alternative armed security guard services during the period of service lapse. Reference Bid Page 4, Liquidated Damages.
- F. The Bidder shall provide a memorandum of understanding with their Bid Response stating their understanding and compliance with Section VII, Special Contract Requirements.

SPECIAL CONTRACT TERMS AND CONDITIONS

VIII. BID SUBMITTALS

- A. **GUARD CERTIFICATION:** Each Bidder shall submit with their Bid, a letter identifying the individuals to be assigned to the specific OIC site(s) being Bid. The Bidder shall also give the individual's residential address and approximate travel mileage/time from the OIC site to which they may be assigned. The Bidder must identify not less than two individuals per site as being the potential primary and back-up personnel. The Bidder can not identify an individual as potentially being assigned to multiple locations.

For each individual identified as potentially being assigned to an OIC facility, the Bidder must submit with their Bid, a copy of the current Ohio Homeland Security security guard identification card and Fire Arms Bearer (F.A.B.) card for all security guards, both primary and designated back-up personnel. Only Contractor personnel with current valid Ohio Homeland Security and F.A.B. credentials will be considered for assignment to an OIC facility.

Reference Bid Page 3, Mandatory/Required Submissions.

- B. **CORPORATE CERTIFICATION:** Each Bidder shall submit with their Bid, a letter certifying the Bidder's company is registered with the Department of Public Safety/Ohio Homeland Security and the company and all security guards employed conform to the licensing requirements of the Ohio Revised Code Chapter 4749.

Reference Bid Page 3, Mandatory/Required Submissions.

- C. **CORPORATE PROFILE:** Bidders shall submit with their Bid a letter stating the company's background and supportive information of the minimum profile requirements. To receive consideration for award, Bidders are required to have been in the security business, providing similar uniformed guard services as specified in this Bid, for a minimum of three (3) years.. Bidders are to provide name of company, address, telephone number and name of person to contact, of three (3) customers that the Bidder has provided similar security guard service within the last year.

Reference Bid Page 3, Mandatory/Required Submissions.

- D. **PERSONAL LIABILITY:** The Bidder should submit a copy of the certificate proving that his firm and his agents are covered by personal liability insurance covering the risks of false arrest, false imprisonment, malicious prosecution, defamation of character, libel, or slander caused by any acts of the Contractor's employees while acting within the scope of their duties.

Reference Bid Page 3, Mandatory/Required Submissions.

PRICE SCHEDULE

To provide armed security guard services for various Ohio Industrial Commission regional and district offices statewide from November 01, 2008 through October 31, 2011.

Bidder's quoted cost per hour is to include wages (as stated in Section IV, Item A) and any direct/indirect costs required by the Contractor to provide services stated herein.

CONTRACTOR & OAKS ITEM ID.	OFFICE LOCATION	ESTIMATED ANNUAL HOURS	* SECURITY GUARD MINIMUM WAGE	SECURITY GUARD COST PER HOUR  11/01/08 through 10/31/09	SECURITY GUARD COST PER HOUR  11/01/09 through 10/31/10	SECURITY GUARD COST PER HOUR  11/01/10 through 10/31/11
GUARDIAN 9311	161 South High Street Akron, Ohio	2,380	Per \$ 8.98 Hour	Per Person \$ 13.41 Per Hour	Per Person \$ 13.78 Per Hour	Per Person \$ 14.16 Per Hour
GUARDIAN 4160	56104 National Road Bridgeport, Ohio	2,380	Per \$ 8.98 Hour	Per Person \$ 13.41 Per Hour	Per Person \$ 13.78 Per Hour	Per Person \$ 14.16 Per Hour
INFO-TRAK 9312	400 3 <sup>rd</sup> St. Southeast Canton, Ohio	2,380	Per \$ 8.98 Hour	Per Person \$ 12.95 Per Hour	Per Person \$ 13.34 Per Hour	Per Person \$ 13.74 Per Hour
GUARDIAN 9104	125 East Court Street Suite 600 Cincinnati, Ohio	2,380	Per \$ 8.98 Hour	Per Person \$ 13.41 Per Hour	Per Person \$ 13.78 Per Hour	Per Person \$ 14.16 Per Hour
GUARDIAN 4387	615 Superior Ave. N. W. Cleveland, Ohio	2,380	Per \$ 8.98 Hour	Per Person \$ 13.41 Per Hour	Per Person \$ 13.78 Per Hour	Per Person \$ 14.16 Per Hour
INFO-TRAK 9105	30 West Spring Street Columbus, Ohio	2,380	Per \$ 8.98 Hour	Per Person \$ 12.95 Per Hour	Per Person \$ 13.34 Per Hour	Per Person \$ 13.74 Per Hour
GUARDIAN 4388	7691 Poe Avenue Dayton, Ohio	2,380	Per \$ 8.98 Hour	Per Person \$ 13.41 Per Hour	Per Person \$ 13.78 Per Hour	Per Person \$ 14.16 Per Hour
GUARDIAN 9106	One Renaissance 345 High St, 5 <sup>th</sup> Floor Hamilton, Ohio	2,380	Per \$ 8.98 Hour	Per Person \$ 13.41 Per Hour	Per Person \$ 13.78 Per Hour	Per Person \$ 14.16 Per Hour

\* See Section IV, Item A

PRICE SCHEDULE

To provide armed security guard services for various Ohio Industrial Commission regional and district offices statewide from November 01, 2008 through October 31, 2011.

Bidder's quoted cost per hour is to include wages (as stated in Section IV, Item A) and any direct/indirect costs required by the Contractor to provide services stated herein.

OAKS ITEM ID.	OFFICE LOCATION	ESTIMATED ANNUAL HOURS	* SECURITY GUARD MINIMUM WAGE	SECURITY GUARD COST PER HOUR  11/01/08 through 10/31/09	SECURITY GUARD COST PER HOUR  11/01/09 through 10/31/10	SECURITY GUARD COST PER HOUR  11/01/10 through 10/31/11
GUARDIAN 4389	2025 East Fourth Street Lima, Ohio	2,380	Per \$ 8.98 Hour	Per Person \$ 13.41 Per Hour	Per Person \$ 13.78 Per Hour	Per Person \$ 14.16 Per Hour
GUARDIAN 9107	1225 West Hunter Street Logan, Ohio	2,380	Per \$ 8.98 Hour	Per Person \$ 13.41 Per Hour	Per Person \$ 13.78 Per Hour	Per Person \$ 14.16 Per Hour
INFO-TRAK 4390	240 Tappan Drive North Mansfield, Ohio	2,380	Per \$ 8.98 Hour	Per Person \$ 12.95 Per Hour	Per Person \$ 13.34 Per Hour	Per Person \$ 13.74 Per Hour
GUARDIAN 9108	1005 Fourth Street Portsmouth, Ohio	2,380	Per \$ 8.98 Hour	Per Person \$ 13.41 Per Hour	Per Person \$ 13.78 Per Hour	Per Person \$ 14.16 Per Hour
GUARDIAN 4391	1 South Limestone St. Springfield, Ohio	2,380	Per \$ 8.98 Hour	Per Person \$ 13.41 Per Hour	Per Person \$ 13.78 Per Hour	Per Person \$ 14.16 Per Hour
INFO-TRAK 9109	One Government Center Suite 1233 Toledo, Ohio	2,380	Per \$ 8.98 Hour	Per Person \$ 12.95 Per Hour	Per Person \$ 13.34 Per Hour	Per Person \$ 13.74 Per Hour
GUARDIAN 4392	122 Westchester Drive Youngstown, Ohio	2,380	Per \$ 8.98 Hour	Per Person \$ 13.41 Per Hour	Per Person \$ 13.78 Per Hour	Per Person \$ 14.16 Per Hour
GUARDIAN 9168	905 Zane Street Zanesville, Ohio	2,380	Per \$ 8.98 Hour	Per Person \$ 13.41 Per Hour	Per Person \$ 13.78 Per Hour	Per Person \$ 14.16 Per Hour

\* See Section IV, Item A

CONTRACTOR INDEX

CONTRACTOR, TERMS:



0000161212  
Guardian Guard Services of Toledo, Inc.  
1814 Jefferson Avenue  
Toledo, OH 43624

CONTRACTOR'S CONTACT: David Beeler

IT/MIS CONTACT: Larry Quentin

PREFERRED METHOD OF RECEIVING PURCHASE ORDERS:

BID CONTRACT NO.: OT903909-1 (10/31/11)

TERMS: Net 30 Days

DELIVERY: As Specified

Telephone: (419) 243-3321

Toll Free: (800) 482-7387

FAX: (248) 423-4663

E-mail address: [DBeeler@GuardianGuards.com](mailto:DBeeler@GuardianGuards.com)

Telephone: (248) 243-1000

E-MAIL TO: [KHatchell@GuardianGuards.com](mailto:KHatchell@GuardianGuards.com)

CONTRACTOR, TERMS:



0000070873  
Info-Trak Incorporated  
165 Marion Avenue  
Mansfield, OH 44903

CONTRACTOR'S CONTACT: Ed Grove

PREFERRED METHOD OF RECEIVING PURCHASE ORDERS:

BID CONTRACT NO.: OT903909-2 (10/31/11)

TERMS: 2%, 10 days, Net 30 Days

DELIVERY: As Specified

Telephone: (419) 747-9296

FAX: (419) 747-9298

E-mail address: [SMD@infotrahincorporated.com](mailto:SMD@infotrahincorporated.com)

FAX TO: (419) 747-9298

THE OHIO INDUSTRIAL COMMISSION  
REGIONAL AND DISTRICT OFFICE ADDRESSES

ATTACHMENT I

Akron

161 South High Street  
Akron OH 44308-1602  
Peter Lucas Office Mgr  
330-643-3550

Bridgeport

56104 National Road  
Bridgeport OH 43912  
Cathy Kennedy Office Mgr  
740-635-6259

Canton

400 3<sup>rd</sup> Street Southeast  
Canton OH 44702  
Gloria Pope Office Mgr  
330-438-0611

Cleveland

615 Superior Avenue NW  
Cleveland OH 44113-1898  
Cathy Fischer Office Mgr  
216-787-3001

Columbus

30 West Spring Street  
Columbus OH 43215-2233  
Frank Collura  
Mgr Operation Support  
614-752-8460

Lima

2025 East Fourth Street  
Lima OH 45804-0780  
B.J. Kristufek Office Mgr  
419-227-7193

Logan

1225 West Hunter Street  
Logan OH 43138  
Diana Baker Office Mgr  
740-385-1813

Mansfield

240 Tappan Drive N  
Mansfield OH 44906  
April Heckert Office Mgr  
419-529-1367

Portsmouth

1005 Fourth Street  
Portsmouth OH 45662-4315  
Jami Wise Office Mgr  
740-354-2334

Toledo

One Government Center  
Suite 1233  
Toledo OH 43604  
Linda Lemle Office Mgr  
419-245-2740

Youngstown

122 Westchester Drive  
Youngstown OH 44515-3957  
Ken Carpenter Office Mgr  
330-792-1063

Zanesville

905 Zane Street  
Zanesville OH 43701  
Nate Robinson Office Mgr  
740-450-5162

(1)

Hamilton

One Renaissance  
345 High Street, 5<sup>th</sup> Floor  
Hamilton, OH 45011  
Cynthia Brinker Office Mgr  
513-881-2018

Springfield

One South Limestone Street  
Springfield OH 45502  
Lyman Hunnicutt Office Mgr  
513-327-1338

Cincinnati

125 East Court Street Suite 600  
Cincinnati OH 45202-1211  
John Adams Office Mgr  
513-357-9750

Dayton

7691 Poe Avenue  
Dayton OH 45414-2552  
Layle Rogers Office Mgr  
937-264-5116

Typical working hours at all offices will be nine hours per day starting at 7:45 am until 4:45 pm. The starting and ending times may be adjusted to meet the needs of each office. The work week will typically be Monday thru Friday.

(1) Notice: The Hamilton office is being considered for possible closure. If approved, the closure will probably occur between six and twelve months after July 01, 2008.

THE OHIO INDUSTRIAL COMMISSION  
REGIONAL AND DISTRICT OFFICES

# IC OFFICE LOCATIONS

ATTACHMENT II



Notice: the Fairfield office has been relocated to Hamilton, OH.