

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

MANDATORY USE CONTRACT FOR: UNIFORMED, ARMED AND UNARMED SECURITY GUARD SERVICES

CONTRACT No.: RS900012

EFFECTIVE DATES: 07/01/11 to 06/30/13
Renewal through 2/28/17 *

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS900012 that opened on 05/20/11 and Invitation to Bid No. RS901711 that opened on 05/20/11 including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), and Invitation to Bid No. RS902715 that opened on 06/11/14, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#). 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, 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 all State agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, 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.

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

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

Partial Minority Business Enterprise Award in accordance with ORC. CH. 125.81

* Indicates one month unilateral renewal of the Contract effective 02/01/17 through 02/28/17.

Signed: _____
Robert Blair, Director Date

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*Updated page numbers due to award of add-on Bid No. RS902715 effective 08/01/14.

SPECIAL CONTRACT TERMS AND CONDITIONS

- * **SUPPLEMENTAL BID:** Any award made as a result of this bid will become a part of Contract No. RS900012 effective 08/01/14.

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 agency(ies) to schedule an appointment. To schedule an appointment, please contact the agency contact person at the phone number or email address given in Attachment 1. 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>. 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.

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 may result in the Bidder being deemed as not responsive and the Bid Response may be immediately disqualified with no further consideration given.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, for each specific District, the State will multiply the Estimated Annual Hours times Unarmed Security Price Per Hour, plus add the Estimated Annual Number of Random Mobile Checks times Unarmed Security Guard Cost per Random Check, plus add Estimated Annual Supervisor Hours times Unarmed Supervisor Price per Hour, plus add Supervisor Estimated Random Mobile Checks times Unarmed Supervisor Cost per Random Mobile Checks. The sum of all totals per district will determine the low lot total.

In addition, for each specific District, the State will multiply the Estimated Annual Hours times Armed Security Price Per Hour, plus add the Estimated Annual Number of Random Mobile Checks times Armed Security Guard Cost per Random Check, plus add Estimated Annual Supervisor Hours times Armed Supervisor Price per Hour, plus add Supervisor Estimated Random Mobile Checks times Armed Supervisor Cost per Random Mobile Checks. The sum of all totals per district will determine the low lot total.

Estimated Random Checks for each District are currently at zero (0). An evaluator of two hundred and sixty (260) will be used for the evaluation. Bid Districts that have zero (0) Estimated Hours for Armed and Unarmed Services; an evaluator of one hundred (100) will be used for the evaluation. Supervisor Estimated Hours are currently at zero (0); an evaluator of one hundred (100) will be used for the evaluation. It is optional to Bid one or more Districts and/or Unarmed or Armed Security Services.

- * **EVALUATION (For Districts 1, 2, 3, 4, 5, 9, 10, and 11 as a result of award for Bid No. RS902715)** Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". Costs will be evaluated by District. The Estimated Annual Hourly Usage will be multiplied by the Unarmed Hourly Bid Price. This process will be repeated for Armed Services and for both categories of Supervisors. All amounts will be totaled together for a Grand Total amount per District.

There will be one award per District for Armed Guards and one for Unarmed Guards.

CONTRACT AWARD: The Contract will be awarded separately to the lowest responsive and responsible Bidder for armed and unarmed services by District. A single Contractor can be awarded both armed and unarmed.

*Added evaluation language for Bid RS902715 which becomes part of this contract upon award effective 08/01/14.

SPECIAL CONTRACT TERMS AND CONDITIONS

CONTRACT RENEWAL: See Article S-6. Contract Renewal: This Contract may be renewed solely at the discretion of DAS for a period of one month. Any further renewals will be for an appropriate period of time by agreement. The cumulative time of all renewals may not exceed thirty six (36) months unless DAS determines that additional renewal is necessary.

MINORITY SET ASIDE: It is necessary for the participating agency to purchase the supplies or services from a certified Minority Business Enterprise to meet the requirements of Ohio Revised Code Section 125.081. The aggregate value of the amount of these purchases exempted from this Contract, for purposes of Revised Code Section 125.081, will not exceed fifteen percent (15%) of the aggregate value of the Contract.

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.

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.

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: Gail Harper.

CONTRACTOR QUARTERLY SALES REPORT: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor shall be required to report the quarterly dollar value of sales to the Department of Administrative Services (DAS) on a form prescribed by DAS. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

SPECIAL CONTRACT TERMS AND CONDITIONS

The Contractor must forward the Quarterly Sales Report to the following address:

* Department of Administrative Services
Financial Division
30 E. Broad Street, 40th Floor
Columbus, OH 43215

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

CONTRACTOR REVENUE SHARE: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The Contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the following information with the payment:

Applicable Term Contract Number, report amount(s) and the reporting period covered.

The Contractor should make the check payable to: Treasurer, State of Ohio and forward the check to the following address:

* Department of Administrative Services
Financial Division
30 E. Broad Street, 40th Floor
Columbus, OH 43215

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may terminate or cancel this Contract.

NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS: The Department of Administrative Services (Department) requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

COOPERATIVE PURCHASING CONTRACT: This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

* Financial Division address updated.

SPECIAL CONTRACT TERMS AND CONDITIONS

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

* Repaginated

GENERAL SPECIFICATIONS AND REQUIREMENTS

I. SCOPE

* All references to the Ohio Bureau of Workers Compensation and Ohio Industrial Commission are removed effective 07/01/16.

This Invitation to Bid is being released for the purpose of securing Contractors to provide Uniformed, Armed and Unarmed Security Guard Services, according to these specifications. This Contract is available for use by all state agencies and cooperative members. Agencies shall begin using this contract upon expiration of any existing Personal Services contracts. The agencies known to begin using this Contract on July 01, 2011 are the Ohio Department of Transportation (ODOT) and the Bureau of Workers' Compensation (BWC). The Ohio Industrial Commission (OIC) will begin using this Contract on November 01, 2011.

There may be institutions not utilizing this Contract as required by State Law which falls under the Community Rehabilitation Program (CRP), O.R.C.125.60 through 125.6012.

This Contract will be awarded by District. It is optional to Bid one or more Districts. Districts 6, 8, and 12 will be bid under Bid Number RS901711 as MBE. All other districts will be covered under this bid in the open market. Both open market and MBE bid will be combined upon award.

Agency Specification and Requirements supersedes General Specification and Requirements listed in this Contract.

* 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.

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

II. LOCATIONS AND HOURS FOR GUARDS: Reference Bid Attachment I.

* 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, as referenced under Liquidated Damages.

The Contractor will only invoice for hours of service. The Contractor will not be compensated for guards' tardiness.

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, theft, sabotage, fire, accidents, vandalism and to be alert to suspicious persons and activities and to call appropriate law enforcement agencies when necessary.

B. License, Certifications and Training:

1. The Contractor must be licensed by the State of Ohio for private investigation and watch/guard services, and must be compliant with all federal, state and local laws.
2. All security guards of the Contractor must be registered as mandated by state law and must have in their possession a current security identification card issued. These cards must be renewed annually.
3. If the Contractor determines that a licensed security guard of the Contractor, utilized at the institution, has any violations as outlined by state law, they must report this, with documentation, to the Ohio Department of Public Safety, Ohio Homeland Security.
3. In accordance with state law, when a security guard 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.
4. The Contractor's security guards must have a minimum of three (3) month's experience licensed with the Ohio Department of Public Safety, Ohio Homeland Security.
5. The Contractor's security guards must recertify with the Ohio Peace Officers Training Academy (O.P.O.T.A.) under state law, showing the re-certification date, and the guard name.

* Language added from this point under "SCOPE" and Section II is applicable to Bid #RS902715, and repaginated.

GENERAL SPECIFICATIONS AND REQUIREMENTS

6. The Contractor shall provide the agency with a training manual used by the Contractor, and certification that guards assigned to this Contract have completed the training.
7. The Contractor must submit evidence that all security guards 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 state law.
8. The Contractor should submit evidence that the security guards receive ongoing training. After assignment to this site, the Contractor shall 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 in the form of attendance sheets signed by the instructor. This training shall include incidents that could cause a disruption in the workplace. *
9. The Contractor shall submit evidence that the security guards receive ongoing training. After assignment to this site, the Contractor shall provide a minimum of 16 hours per year (4 hours per quarter) of training. Documentation of instruction is to be submitted to the using agency on a quarterly basis. Documentation is to be in the form of attendance sheets signed by the instructor.

C. Contractor's Requirements:

1. The Contractor herein agrees not to enter into any subcontracts for the performance of this Contract.
2. 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.
3. The Contractor shall replace any guard deemed unacceptable by the agency/facility as referenced by Removal from Duty. Section III-I.
4. 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 to include weekends where applicable.
5. The Contractor shall maintain an established facility, which operates as a security service business in compliance with the federal, state and local laws, 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.
6. Each Contractor shall submit upon request, a letter identifying the individuals to be assigned to the specific site(s). The Contractor shall also give the individual's residential address and approximate travel mileage/time from the site to which they may be assigned. The Contractor must identify not less than two individuals per site as being the potential primary and back-up personnel. The Contractor cannot identify an individual as potentially being assigned to multiple locations.
7. Each Contractor shall submit with their Bid, a letter certifying the Contractor's company is registered with the Department of Public Safety/Ohio Homeland Security and that the company and all security guards employed conform to the licensing requirements of federal, state and local laws.
8. The Contractor 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, Contractors 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. Contractors are to provide name of company, address, telephone number and name of person to contact, of three (3) customers that the Contractor has provided similar security guard service within the last year.

D. General Guard Qualifications:

1. All guards must be without physical or mental defects or abnormalities, which would interfere with the performance of duties.

* Added last sentence of III-B (8) as a result of Bid # RS902715 effective 08/01/14, and repaginated.

GENERAL SPECIFICATIONS AND REQUIREMENTS

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. All guards shall meet the following minimum qualifications prior to being assigned to this contract. The successful Contractor shall submit documentation listed below 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. Sufficient training to understand and comply with the following standards or rules but not limited to:
 - 1) Weapons restrictions.
 - 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.
 - c. Sufficient training to effectively perform and/or administer service in the following functions but not limited to:
 - 1) Emergency and safety procedures.
 - 2) Operation of the facility's telephone system and/or cellular telephone.
 - 3) Employee identifications and admittance.
 - 4) Utilization and operation of a hand held fire extinguisher and fire prevention procedures.
 - 5) Report writing – daily shift reports and incidents reports. Requires English language skills and math skills sufficient to complete the required reports.
 - 6) Ability to register guests.
 - * 7) Utilization and operation of a walk through metal detector, a hand-wand metal detector, and a hand held fire extinguisher and fire prevention procedures, depending on site specifications.
 - d. Security guards must have the ability to maintain poise and self-control under stress.
 - e. Security guards must have the ability to meet and deal with the general public in a professional and cordial manner.
- E. Armed Guard Qualifications:
1. 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 federal, state and local laws regarding the licensing and carrying of firearms. During the term of the contract, guards shall be re-certified, as required by the state law.
 2. 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.
 3. 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 Contact.
 4. Guards must report to their assigned agency location with their weapon(s).

* Added last sentence of III-D-3 (c) (7) as a result of Bid # RS902715 effective 08/01/14, and repaginated.

GENERAL SPECIFICATIONS AND REQUIREMENTS

F. Background Checks:

Upon award, an agency may conduct an investigation which may 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, prior to assignment for approval. *
- 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 agency.
- 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 agency, to provide this documentation. All new guards shall be subject to background checks.
- 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 the 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 agency.
- g. If the Contractor determines that a licensed guard of the Contractor utilized has any violations as outlined by state law, they must report this, with documentation to the Ohio Department of Public Safety/Ohio Homeland Security and the agency.
- h. The agency may request an interview with each guard prior to assignment. Guard assignment is subject to approval by the agency.

G. Uniforms and Equipment:

1. Guards must be in complete security guard/watchman type uniforms with appropriate head covering (if applicable), and present a neat and well-groomed appearance. Uniform 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 with a diagram displaying the attire of a properly uniformed security guard.
 - * c. The Contractor shall guarantee that each guard shall possess, at all times, on his or her person, an openly viewed badge displayed at all times.
2. 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.

* Language "prior to assignment for approval" and III-G-(1) (c) added as a result of Bid # RS902715 effective 08/01/14, and repaginated.

GENERAL SPECIFICATIONS AND REQUIREMENTS

- 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 reasonable item deemed necessary by the agency that has not been stipulated herein.
3. The Contractor shall insure that each guard working possess at all times one (1) operable flashlight (standard 3 "D" cell) with belt holder or have a flashlight(s) available at a centralized location accessible to all guards.
 4. 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.
 5. Only properly licensed guards are permitted to carry firearms when requested by agency.
- H. 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. 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. This item does not apply to ODOT. Refer to the ODOT section for instructions.
 5. All operations managers shall have the qualifications of the guard personnel 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.
- I. Operations Manual:
1. The Contractor shall prepare and submit to the agency an operations manual clearly outlining the functions and duties of the guards according to this Contract. The manual shall be distributed to all employees of the Contractor, and agency contacts. The manual may be reviewed in the future to amend the duties of the guards. Any changes in duties specific to a location, shall be agreed upon in writing by the agency, the Contractor, and Office of Procurement Services, making sure the intent and scope of the Contract is unchanged.
- 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 perform a security inspection, 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 inspection shall be documented and completed periodically depending upon the need.

*Repaginated

GENERAL SPECIFICATIONS AND REQUIREMENTS

3. 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, as referenced under Liquidated Damages.

J. **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.

K. **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 applicable requirements.

1. Any guard that has previously been removed from a State of Ohio contract site for "cause" or performance issues shall not be re-assigned to any facility under this Contract.

2. Any guard previously refused initial acceptance for placement by an agency shall not be assigned to any facility without prior written approval of the designated agency facility contact person.

L. The Contractor shall be held responsible for any thefts occurring due to the negligence of the security personnel.

IV. RULES AND LAWS FOR SECURITY GUARDS:

Ohio Department of Public Safety; Division of Homeland Security; Ohio Private Investigators & Security Services
Laws & Rules link. <http://www.publicsafety.ohio.gov/links/PSU0004.pdf>

V. PERSONAL LIABILITY:

Insurance coverage should include provisions such as the risk 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.

VI. OVERTIME/STATE HOLIDAYS:

Agencies shall specify their observance of holidays and/or overtime pay. In general:

Overtime requests require an advance approval from the agency. Payment will be made for actual hours worked and supported by timekeeping records. Unless otherwise indicated by the agency upon beginning use of this Contract, overtime will be paid at time and a half.

Holidays are paid at the standard hourly rate unless pre-approved by the agency.

Below is a list of State observed holidays. 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).

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

* Link updated and Repaginated

AGENCY SPECIFICATIONS AND REQUIREMENTS

I. OHIO DEPARTMENT OF AGRICULTURE (AGR):

Special Requirements: The campus of the Department of Agriculture Laboratory facility has installed a technological based security system that has eliminated the need for on-site, shift based security guard coverage. Rather than a permanent hourly presence on the campus, the Department of Agriculture will typically require only reduced coverage consisting of random daily checks of the grounds. This is referred to as Type One Mobile Security Guard Service.

On occasion, AGR may also require a permanent hourly presence on the campus. This is referred to as Type Two Special Duty Security Guard Service is projected as a minimal usage requirement with the potential for 24 x 7 coverage for up to thirty days or more, in the event of a system failure of the electronic security system and/or an increased security threat that mandates a permanent hourly presence on the AGR campus. AGR will provide as much advance notice as possible when exercising this security option; however, in the event of an emergency, the Contractor must provide the requested number of security guards, within one hour of advance notice.

A. Contractor's General Personnel Requirements:

1. Emergency Type One Security Services: Upon notification of an activated alarm monitor from the electronic security system monitoring company, the Contractor shall dispatch security staff to the AGR complex.
 - a. Security staff must be on site within fifteen (15) minutes of notification by the alarm monitoring company.
 - b. Security staff must take appropriate action to notify appropriate authorities i.e., AGR enforcement, police, and/or fire/rescue departments.
2. Emergency Type Two Security Services: AGR will provide as much advance notice as possible when exercising this security option; however, in the event of an emergency, the Contractor must provide the requested number of security guards, within one hour of notice.

B. Guards shall be required to carry a semi-automatic pistol and a chemical agent device. The semi-automatic pistol shall be either a 9MM or 45 Caliber. The ammunition used shall be jacketed hollow point; 9MM 115 grain bullet-45 Caliber 230 gram bullet. Guards shall not be permitted to carry any unauthorized material and/or equipment, such as firearms, knives, "come-alongs", or other such non-standard items. Exceptions require written authorization by AGR.

C. Guard Responsibilities:

1. Type One Mobile Security Guard Coverage: Protect property, employees, and patrons from sabotage, fire, accidents, theft, and vandalism, and be alert to suspicious persons and activities; logging observances of and complaints about facilities.
 - a. During random visits to the complex, the guard will by physical action:
 1. Conduct inspection of the facility grounds and buildings.
 2. Insure, by physical action, that all access gates and exterior building doors are locked.
 3. Coordinate dispatch of police and/or fire departments as necessary.
 4. Notify AGR enforcement of any special action taken, units responding, and facility status.
 5. Contact AGR maintenance supervisor if inclement weather necessitates maintenance personnel to clear driveways and parking lots.
 6. Record, for all non-state vehicles on the campus, the license plate number, location and date and time. This record shall be faxed or emailed to AGR at the end of each shift.
 - b. Guards shall comply with all policies and procedures contained in the Ohio Department of Agriculture's Operations Manual relating to the functions of guard personnel.

AGENCY SPECIFICATIONS AND REQUIREMENTS

- D. Type Two Special Duty Security Guard Coverage: Protect property, employees, and patrons from sabotage, fire, accidents, theft, and vandalism, and be alert to suspicious persons and activities; logging observances of and complaints about facilities; providing telephone answering and coordination services.
1. The guard(s) shall be constantly on premise during the shift.
 2. Guards shall comply with all policies and procedures contained in the Ohio Department of Agriculture's Operations Manual relating to the functions of guard personnel.
- E. Supervisor: The Contractor shall post a weekly schedule of guard and supervisor work assignments at the main guard station or agency designated area.
- F. Guard Service Requirements:
1. Type One Mobile Security Guard Coverage: one (1) guard per random check/inspection.
 - a. Weekdays: Monday through Friday 9:00 p.m. through 6:00 a.m.
Guards will conduct two (2) inspections of the complex per daily shift. One inspection will be at 9:00 p.m. and the second inspection will be random prior to 6:00 a.m.
 - b. Weekends: Friday 9:00 p.m. through Monday 6:00 a.m.
Guard will conduct six (6) random inspections of the complex per 24 hour period.
 - c. Holidays: There are ten (10) State holidays that will require additional random inspections during the holiday shift. If the holiday falls Tuesday through Thursday, the holiday shift will be considered as 9:00 p.m. of the day preceding the holiday until 6:00 a.m. of the day following the holiday. For a Friday holiday, the shift will be considered as 9:00 p.m. Thursday until 10:00 p.m. Friday. For a Monday holiday, the holiday shift will be considered as 6:00 a.m. Monday until 6:00 a.m. Tuesday.

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).
 2. Type Two (2) – Special Duty Security Guard.
 - a. Number of guards coverage requirements will be determined on an as needed basis.
 - b. Number of hours coverage requirements will be determined on an as needed basis.
 - c. Shift coverage, weekday, weekend, and holiday coverage requirements will be determined on an as needed basis.
 3. Vehicle:
 - a. The Contactor shall supply a functional vehicle (automobile or pickup truck) suitable for the terrain at this site for the assigned guard's usage. This vehicle is to be kept in a neat, clean, orderly, good operating manner at all times. The Contractor shall be in compliance with federal, state and local laws (referencing motor vehicles). The Contractor is to provide proof of insurance for this vehicle before it is assigned to this site. Insurance coverage shall be in amounts sufficient to cover accidents that may occur during the performance of the requirements outlined herein. The Contractor is responsible for supplying all fuel and maintenance for the vehicle. The Contractor shall include the cost of the vehicle in its Bid price.
 - b. This vehicle shall have the following equipment:
 1. Security decals visible on the doors (optional)
 2. Two-way radio or cellular communication
 3. Fire extinguisher
 4. Bar type hazard lights (security lights)

AGENCY SPECIFICATIONS AND REQUIREMENTS

b. Clarifications and exceptions to vehicle requirements:

1. With the following exceptions, all vehicle requirements for Type One Security Guard coverage are the same as for Type Two Security Guard Coverage.
2. Type One Mobile Security Guard Service: The Contractor is not required to dedicate a vehicle to this account.
4. The Contractor must have a functional local office, providing twenty-four (24) hour support, located within a fifty (50) mile radius of the Department of Agriculture Laboratory facility at 8995 E. Main Street, Reynoldsburg, OH.
5. The Contractor must meet minimum staffing requirements in order to provide guard coverage without working security officers for extended periods of time per day or more than forty (40) hours per week. Unless approved by the agency, no guard, assigned to the AGR facility, shall work more than twelve (12) hours straight without being off-duty for eight (8) hours. Unless approved by the agency, no guard shall work more than forty (40) hours maximum in a one week time frame.

G. The Contractor shall provide a weekly schedule of guard assignments to AGR.

H. Dangerous Wild Animal Facility Requirements:

1. The Security Guard hours shall be Monday - Friday between 6:00pm-6:00am.
2. The Security Guard coverage for weekends and holidays shall be (twenty-four) 24 hours a day.
3. Security Guard must provide onsite security patrol.
4. Security Staff must conduct random patrols of the Ohio Fire Marshall's complex located next door to at 8995 East Main Street Reynoldsburg OH 43068.
5. Security coverage is estimated to begin around April 1, 2013.
6. All other current contract requirements will remain in place with the above duties added.

* II. OHIO BUREAU OF WORKERS COMPENSATION (BWC):

AGENCY SPECIFICATIONS AND REQUIREMENTS

* III. OHIO INDUSTRIAL COMMISSION (OIC):

* Indicates that all requirements for the Ohio Industrial Commission have been removed effective 07/01/16.

AGENCY SPECIFICATIONS AND REQUIREMENTS

IV. OHIO DEPARTMENT OF TRANSPORTATION (ODOT):

A. Hours of Operation

District 8 Complex Hours
St. Rt. 741 (one-half mile south of St. Rt. 63)
Lebanon, OH 45036

Twenty-four (24) hour coverage weekdays, Saturdays, Sundays and all ten (10) State holidays.

1st Shift 8:00 a.m. to 4:00 p.m. – Seven (7) days per week

2nd Shift 4:00 p.m. to 12:00 Midnight – Seven (7) days per week

3rd Shift 12:00 Midnight to 8:00 a.m. – Seven (7) days per week

B. Responsibilities of Guard(s):

1. All locations:

- a. Permit only authorized persons to enter the complex.
- b. Control and maintain a record of all visitors to and from the complex showing "Time-In" and "Time-Out", purpose of visit, and all other information as required. Record shall be submitted upon request to the agency contact person.
- c. Alert the proper authorities in the event of fire, accident, crime, or other emergencies, or abnormal building conditions found on security rounds.
- d. Submit a written report to the complex superintendent, at the end of each tour of duty, covering all unusual incidents or security problems.
- e. Monitor the complex communication system for weather reports, alerting proper authorities in the event of adverse weather conditions, answer radio as required, etc.
- f. If applicable, answer the telephone according to ODOT instructions, after the complex switchboard has closed.

2. Complex 8 only:

- a. Take and relay emergency messages to ODOT staff using public service telephone and ODOT two-way radio.
- b. Check HVAC gauges in the machine rooms and if they are not at the proper temperatures report problem to Facilities Manager.
- c. Read the pumps at midnight and record the data on fuel sheets.
- d. The supervisor shall not be assigned to work a regular shift at the district complex, but may relieve guard personnel.

C. The Contractor shall supply, to the agency, a list of the guards who will be assigned to the Contract location(s) and all guards that may be used as replacements in case of sickness, vacations, or turnover. All new guards will be subject to complete and thorough background checks.

D. ODOT may request an interview with each guard prior to assignment.

*Repaginated

AGENCY SPECIFICATIONS AND REQUIREMENTS

- E. Supervision of Guard Personnel:
1. The Contractor shall post a weekly schedule of guard and supervisor work assignments at the main guard station or agency designated area.
 2. The Contractor shall have management personnel visit each work site, in a random pattern, at least four (4) times a month (once a week). Where applicable, at least two (2) visits a month shall be on a weekend. At least two (2) visits a month shall be on second or third shift. During the visits, each guard shall be inspected for appearances, 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.
- F. The supervisor/operations manager shall provide close supervision of the security guards, and shall verify that guards are on duty when scheduled, and shall be available to confer with site supervisor at any time. Verification of guards on duty will be by way of a formal sign-in sheet listing the name of each guard and supervisor/operations manager along with their time-in and time-out. There will be one (1) sign-in sheet per shift and all sign-sheets are to be submitted to the ODOT Site Supervisor by 8:00 A.M., Monday through Friday. A weekly work schedule will be submitted to the ODOT Site Supervisor on a weekly basis.
- G. The Contractor shall provide warning signs and window decals to be placed at strategic locations throughout the complex to indicate that the complex is under the protection services of said security company.
- H. The Contractor must meet minimum staffing requirements in order to provide guard coverage without working security officers for extended periods of time per day or more than forty (40) hours per week. Unless approved by the agency, no guard shall work more than twelve (12) hours straight without being off-duty for eight (8) hours. Unless approved by the agency, no guard shall work more than forty (40) hours maximum in a one week time frame.

* Repaginated

PRICE SCHEDULE

*** ARMED SECURITY SERVICES**

* Indicates that the original Price Schedule for Armed Security Services was removed effective 07/01/16.

PRICE SCHEDULE

*** UNARMED SECURITY SERVICES**

* Indicates that the original Price Schedule for Unarmed Security Services was removed effective 07/01/16.

PRICE SCHEDULE *

Agency	Location	Type of Service	Hourly Rate	Contractor
AGR (Agriculture)	8995 E Main St Reynoldsburg, OH	Security Guard	\$15.75	American Services and Protection
		Mobile Guard	\$15.75	
DOT (Transportation)	District 8 District 12	Unarmed Guard	\$15.10	American Services and Protection
		Armed Guard	\$16.65	
DNR (Natural resources)	2045 Morse Road, Columbus, OH	Unarmed Guard	\$15.80	American Services and Protection
OSB (School for Blind)	5220 N High Street, Columbus, OH	Unarmed Guard	\$15.80	American Services and Protection
OSD (School for Deaf)	500 Morse Rd, Columbus, OH	Unarmed Guard	\$15.80	American Services and Protection
DVS Georgetown (Veterans Home)	2003 Veterans Blvd, Georgetown, OH	Unarmed Guard	\$14.25	Apex Alliance Group

ATTACHMENT 1 **
Detailed Usage Chart by Agency

* Indicates a new price schedule effective 07/01/16.

** Indicates that the original Detailed Usage Chart by Agency was removed effective 07/01/16.

ATTACHMENT 2 *

* Indicates removal of Attachment 2 effective 07/01/16.

ATTACHMENT 3
Ohio District Map



* Repaginated

CONTRACTOR INDEX

CONTRACTOR, TERMS, AND SHIPMENT:

BID CONTRACT NO.: RS900012-1



Minority Business Enterprise (MBE)

0000096300

American Services and Protection *
2572 Oakstone Dr.
Columbus, OH 43231

TERMS: Net 30 Days

DELIVERY: As Specified

CONTRACTOR'S CONTACT: Aaron S. Harper

Telephone: (614) 884-0177

FAX: (614) 737-9803

E-mail:

sharper@americanservicesandprotection.com

Preferred Method of Ordering: Email sharper@americanservicesandprotection.com

CONTRACTOR, TERMS, AND SHIPMENT:

BID CONTRACT NO.: RS900012-7 *



Minority Business Enterprise (MBE)

0000163052

Apex Alliance Group Inc.
4009 Delphos Ave
Dayton, OH 45402

TERMS: Net 30 Days

DELIVERY: As Specified

CONTRACTOR'S CONTACT: Tyrone Bonner

Telephone: (937) 277-9458

FAX: (937) 277-9458

E-mail:

tbonner@apexagroup.com

Preferred Method of Ordering: tbonner@apexagroup.com

* Indicates that the Contractor address was updated.

CONTRACTOR INDEX

CONTRACTOR, TERMS, AND SHIPMENT:

ARMED DISTRICT 7
UNARMED DISTRICT 7



**

** Indicates removal of Contractor Merchant Security Services, effective 07/01/15.

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
14	02/01/17	This amendment is issued to indicate a one month unilateral renewal of the Contract effective 02/01/17 through 02/28/17. In addition, this amendment is issued to advise the agency that Contract No. RS900012 will not be renewed beyond the current expiration date of 02/28/17. Thereafter, agency shall procure their needs for these supplies/services in accordance with Ohio Revised Code Section 125.05.
13	01/01/17	This amendment is issued to advise the agency that Contract No. RS900012 will not be renewed beyond the current expiration date of 01/31/17. Thereafter, agency shall procure their needs for these supplies/services in accordance with Ohio Revised Code Section 125.05.
12	01/01/17	This amendment is issued to indicate a one month unilateral renewal of the Contract effective 01/01/17 through 01/31/17.
11	07/01/16	This amendment is issued to indicate a mutual six month renewal of the contract effective 07/01/16 through 12/31/16. All references to the Ohio Bureau of Workers Compensation and the Ohio Industrial Commission were removed. All original pricing information was removed. A new price schedule for the remaining few locations was added effective 07/01/16.
10	07/01/15	This amendment is issued to renew the contract for twelve months effective 07/01/15 and to remove Merchants Security of Dayton, effective with all orders on or after 07/01/15.
9	07/21/14	This amendment is issued to update Financial Division's address, update OAKS ID numbers, Item numbers and Contract Number, effective 07/21/14.
8	08/01/14	This amendment is issued to award Bid No. RS902715 with this Contract effective 08/01/14 and repaginate document.
7	08/01/14	This amendment is issued to update Contract Analyst name, remove Contractor Guardian Guard Services of Ohio, and remove ODOT District 7 Complex and to renew the Contract for twelve months through 06/30/15.
6	07/01/13	This amendment is issued to renew the Contract for twelve (12) months, through 06/30/14.
5	04/01/13	This amendment is issued to add the Dangerous Wild Animals Facility for Agriculture, effective 04/01/13.
4	08/01/12	This amendment is issued to update Price Schedule due to a price increase affecting American Protection Services effective for services on or after 08/01/12.
3	12/12/11	This amendment is issued to clarify that holidays are paid at the standard rate unless pre-approved by the agency.
2	11/01/11	This amendment is issued to update Contract with new awarded Contractors, update OAKS Item numbers and update new Contractor Prices.
1	09/29/11	This amendment is issued to Terminate Arrow Security for Convenience.