

REQUEST FOR PROPOSAL

RFP NUMBER: CSP902617  
INDEX NUMBER: OIC001  
UNSPSC CATEGORY: 92121504

The State of Ohio, through the Department of Administrative Services, Office of Procurement Services, on behalf of the Ohio Industrial Commission (OIC), is requesting Proposals for:

**Uniformed Armed Security Guards**

OBJECTIVE: The State of Ohio is seeking Contractors to provide Uniformed Armed Security Guards for OIC leased space located throughout Ohio.

RFP ISSUED: May 17, 2016  
INQUIRY PERIOD BEGINS: May 17, 2016  
INQUIRY PERIOD ENDS: June 1, 2016 at 8:00 AM  
PROPOSAL DUE DATE: June 6, 2016 by 1:00 PM

Proposals received after the due date and time will not be evaluated.

Submit Sealed Proposals to:

Department of Administrative Services  
Office of Procurement Services  
Attn: Bid Desk CSP902617  
4200 Surface Road  
Columbus, OH 43228-1395

Note: Please review the [Proposal Instructions](#) on our Web site.

The Offeror must submit this cover page (signed) with its Technical Proposal.

<p><b>Offeror Name and Address:</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>E-Mail Address: _____</p> <p>Phone Number: ( ) _____ - _____ Ext. _____</p>	<p><b>Name/Title:</b></p> <p>_____</p> <p>_____</p> <p>Signature: _____</p> <p>By submitting a response to this RFP, and signing above, Offeror acknowledges, understands and agrees to comply with the RFP requirements and confirms all the instructions and links have been read and understood.</p>
--	---

TABLE OF CONTENTS

	<u>Section/Page Number</u>
Cover Page (to be signed by Offeror) and Schedule of Events	Cover (Page 1)
Glossary of Terms	Page 2
Executive Summary	1.0
Evaluation of Proposals	2.0
Cost Summary	3.0
Award of the Contract	4.0
Links to Instructions, Forms, Terms and Conditions, Special Provisions and Additional Resources	5.0
Guide for Proposal Submission	6.0
 <u>SUPPLEMENTS</u>	
Attachment One – Additional Instructions	7.0

RFP GLOSSARY OF TERMS

AA:	Affirmative Action
Contractor:	Vendor after Award
CSP:	Competitive Sealed Proposal
DAS:	Department of Administrative Services
EOD:	Equal Opportunity Division
FEI:	Federal Employer Identification
Mandatory:	Must, Will, Shall
OAC:	Ohio Administrative Code
OAKS:	Ohio Administrative Knowledge System (Ohio's Accounting System)
OBG:	Ohio Business Gateway
Offeror:	Vendor Submitting Proposal
OIC	Ohio Industrial Commission
OPS:	Office of Procurement Services
ORC:	Ohio Revised Code
RFP:	Request for Proposal
SOS:	Secretary of State
UNSPSC:	The United Nations Standard Products and Services Code

**1.0 Executive Summary**

1.1 Introduction: This is a Request for Proposals (RFP) for Competitive Sealed Proposals (CSP) under Section 125.071 of the Ohio Revised Code (ORC) and Section 123:5-1-08 of the Ohio Administrative Code (OAC). The Department of Administrative Services (DAS), Office of Procurement Services, on behalf of the Ohio Industrial Commission (OIC) (the Agency), is soliciting responses to this RFP for Uniformed Armed Security Guards (guards). If a suitable offer is made in response to this RFP, the state of Ohio (State), through DAS, may enter into a contract (the Contract) to have the selected Offeror (the Contractor) perform all or part of the Project (the Work). This RFP provides details on what is required to submit a Proposal for the Work, how the State will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

This RFP gives the dates on page 1 for the various events in the submission process. While these dates are subject to change, prospective Offerors must be prepared to meet them as they currently stand.

1.2 Contract Period: Once awarded, the term of the Contract will be from 7/1/16 through 06/30/18. The State may solely renew all or part of this Contract at the discretion of DAS for a period of one month and subject to the satisfactory performance of the Contractor and the needs of the Agency. Any other renewals will be by mutual agreement between the Contractor and DAS for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed 24 months and are subject to, and contingent upon, the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium.

1.3 Background: OIC is soliciting Contractors to provide uniformed armed guards for OIC leased facilities throughout Ohio. Any awarded contractor must have the ability to provide the minimum number of security personnel to fulfill its contract obligations.

1.3.1 It is important that the Contractor have a reserve pool of personnel who can fill open positions when call offs occur. The Contractor must have the ability to scale up or down personnel size as needed by the OIC's various locations. In the future, the OIC may acquire additional facilities during the term of this contract. The awarded Contractor may be asked to provide security coverage for the new facilities. In addition, the OIC reserves the right to remove any facilities from this contract as necessary.

1.3.2 The Contract is for the following facilities leased by the OIC:

Akron Regional Office  
161 S. High Street, Akron, Oh 44308

Cambridge Office  
2130 E. Wheeling Ave., Cambridge, OH 43725

Lima Office  
2025 E. Fourth Street, Lima. OH 45804

Logan Office  
12898 Grey Street, Logan, OH 43138

Mansfield Office  
240 Tappan Dr. N, Suite A , Ontario, OH 44906

Portsmouth Office  
1005 Fourth Street, Portsmouth, OH 45662

Toledo Regional Office  
One Government Center, Suite 1500  
640 Jackson Street, Toledo, Ohio 43604

Youngstown office  
242 W. Federal Plaza West, Youngstown, OH 44503

1.4 Scope of Work: This RFP seeks to retain a Contractor to provide uniformed armed guards, according to these specifications, for locations indicated in section 1.3.2 of this RFP. On a rotating basis, the guards will be at a stationary desk post and walking the hallways of the hearing room and employee areas to ensure the safety and security of state employees, visitors, and state assets. The guards must be trained and capable of handling any and all incidents in a lawful and professional manner. The guard's duties are to observe and report to OIC Security Services. Guards will check visitors entering and leaving the premises by checking IDs, conduct searches of packages, lock and unlock doors, report safety hazards and other unusual conditions. The guards will investigate and document safety and security violations and maintain daily logs of all activities and alarms that occur during the shift. The guards will utilize pass-through metal detectors; behave in a professional and courteous manner in all personal and telephone contacts with the public; assist in maintaining peace and order in and around assigned areas; complete necessary reports; use personal computer and associated hardware/software; and utilize digital cameras and electronic intrusion devices to monitor the assigned area. Guards are to maintain current knowledge of location and operation of life safety equipment in buildings such as fire alarms, shut-off valves, and PA systems. In an emergency, guards must assist with evacuation and perform duties to ensure occupants' safety. Guards are to attend and successfully complete all required training and perform a variety of tasks as assigned.

It is expected that the awarded Contractor will provide guards that have the necessary physical, social, and communicative skills necessary to perform the job in a professional manner. They shall maintain a satisfactory level of professionalism and demonstrate effective performance of all duties. Customer Service is paramount when working with the public and OIC will reserve the right to determine if any of the guards do not meet this criterion. OIC will routinely monitor the guards and report any concerns immediately to the Contractor, up to, and including, asking that the guard be replaced.

1.5 Work Hours for Guards:

Work hours for all locations are 8:00 am to 5:00 pm.

1.6 Contractor's Requirements:

1.6.1 Recognition of Purpose:

The Contractor must ensure that all guards are aware that their primary purpose is to maintain order, protect staff, visitors and property from harassment, injury, damage or theft, sabotage, accidents, vandalism, to be alert of suspicious persons and activities and to call appropriate law enforcement agencies when necessary.

#### 1.6.2 General Requirements:

- A. The Contractor must be licensed by the State of Ohio for private investigation and watch/guard services, and comply with ORC Chapter 4749.
- B. All Contractor guards utilized at any OIC location must be registered with the Ohio Department of Public Safety, Division of Homeland Security and must have in their possession a current identification card issued by the Ohio Department of Public Safety. These cards must be renewed annually and a copy provided to the OIC Director of Security Services within sixty (60) days of their expiration along with any firearm bearer documentation prior to assignment.
- C. The Contractor herein agrees not to enter into any subcontracts for the performance of this Contract.
- D. The Contractor agrees to abide by site-specific post orders provided by OIC Security Services, as well as furnish weekly written reports detailing the activities of the guard(s) at the office location upon request. These reports must list all normal and unusual events, which may have occurred at the office location.
- E. Guards must have completed the necessary training approved by the Ohio Peace Officer Training Commission to qualify for carrying firearms for specified locations. The Contractor and guards shall also comply with all provisions of ORC Chapter 4749 regarding the licensing and carrying of firearms. Guards must be recertified, as required by ORC Chapter 4749, during the term of the Contract.
- F. At all times while on OIC premises, 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.
- G. If the Contractor determines that a licensed guard of the Contractor utilized at any office location has any violations as outlined in ORC 4749.04, it must report this, with documentation to the Ohio Department of Public Safety, Division of Homeland Security.

#### 1.6.3 Contractor's Requirements:

- A. All guards must be without physical or mental defects or abnormalities that would interfere with the performance of duties.
- B. All guards are required to comply with the general work rules set forth by OIC Director of Security Services for the specific office location. The OIC contact person at the office location must provide these work rules to the Contractor. The Contractor agrees that guards will perform assigned duties at the direction of the on-site Manager and OIC Security Services.
- C. A complete and thorough background check must be performed on all persons who will be employed as guards for this Contract. The investigation must be conducted by the Contractor and must be submitted to the OIC for approval prior to assignment of the guards to an office location. **The successful contractor shall have five (5) working days, upon notification from the OIC, to provide documentation for Items C.1 through C.7. Failure to provide the required documentation within the five (5) working days shall deem the bid non-responsive and no further consideration for award shall be given.**

This investigation shall consist of the following items:

1. 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 must be based on the number of years of employment history, and so noted in the report.
2. Complete a national (multi-state) police/records check, including copies of OPOTA training certificate if applicable and Ohio Private Investigator/Security Guard registration card be provided to the Director of OIC Security Services.
3. 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 OIC.
4. Interviews with neighbors in the area of residence.

5. 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 backup 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 Contract award process, the Contractor will have five (5) working days to provide this documentation. All new guards shall be subject to Section C.3.
6. All guards of the Contractor utilized must complete a national police records check, including a check of fingerprint files annually. 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 on the anniversary of the employee's hire date. In order for an individual to begin service or continue in service, the check must indicate the individual has no felony record. All files must be sent to OIC. The required checks and investigations are defined in **Section III, C**.
7. If the Contractor determines that a licensed guard of the Contractor has any violations as outlined in ORC 4749.04, it must report this, with documentation to the Ohio Department of Public Safety, Division of Homeland Security.

NOTE: OIC may request an interview with each guard prior to assignment. Before a guard is on site, the OIC may run a background check and, if discrepancies are found, it is within the discretion of the OIC whether the guard will be placed in an OIC facility.

- D. All guards must meet the following minimum qualifications prior to being assigned under this Contract. The successful Contractor must submit documentation of items D.1 through D.11 to OIC for approval prior to a guard starting work at an office location.
  1. Each guard shall possess a minimum of a high school diploma or a G.E.D. certificate.
  2. A minimum of three (3) months' experience as a security guard licensed with the Ohio Department of Public Safety, Division of Homeland Security.
  3. A valid driver's license and proof of reliable transportation.
  4. Armed Guards must carry a valid Firearms Bearer (F.A.B.) card issued by the Ohio Department of Public Safety, Division of Homeland Security, with the current guard Contractor, prior to being assigned to any office location listed in this Contract.
  5. Current re-certification of basic firearm training as approved by the Ohio Peace Officer Training Commission and in accordance with ORC Chapter 4749, showing the recertification date, and the guard name.
  6. Sufficient training to understand and comply with the following standards or rules but not limited to:
    - a. Weapons restrictions.
    - b. Legal rights and responsibilities for guards set forth by the Contractor and/or any applicable laws, rules, and regulations.
    - c. Uniform requirements.
  7. Sufficient training to effectively perform and/or administer service in the following functions but not limited to:
    - a. Emergency and safety procedures as dictated by the OIC.
    - b. Report writing of daily shift reports and incident reports, and the operation of a telephone by which OIC Security can reach them while on duty.
    - c. Knowledge of employee identifications for admittance.
    - d. Utilization and operation of a hand held fire extinguisher and fire prevention procedures.
    - e. Training in Active Shooter protocol, Use of Force and ethics.

8. The Contractor must provide OIC with a training manual approved by OIC Security Services that will be used by the Contractor, and certification that guards assigned to this Contract have completed this training. This training manual and certification must be provided to the OIC within ten days after award of Contract.
  9. All guards must have successfully completed a twenty (20) hour basic firearm training program approved by the Ohio Peace Officer Training Commission or submit evidence of former police or military police or equivalent training.
  10. The ability to maintain poise and self-control under stress.
  11. The ability to meet and deal with the general public in a professional and cordial manner.
- E. Guards must be in complete security guard/watchman type uniforms that are approved by the OIC and present a neat and well-groomed appearance. Uniform, weapon, and necessary supplies (e.g. cell phone, pencils, etc.), and all other equipment must be furnished by the Contractor to the guard within ten days of hire. Shoes shall be low quarter or high top laced with police or plain toe and standard heel. The uniform and related equipment of all guards must be kept neat, clean and in good condition. The Contractor must supply all weather gear (raincoat and overcoat) to each location for the use of the guards for exterior patrolling, if required by OIC.
- The Contractor must guarantee that each guard have three (3) or more complete uniforms (shoes not included) and that worn uniforms are repaired or replaced.
- F. The Contractor must guarantee that each guard shall possess, at all times, on his or her person:
1. One (1) current identification card, with photograph no more than two (2) years old and an expiration date signifying that the guard is employed by the Contractor. The I.D. card must be clipped to the outer duty uniform as required by OIC Security Services.
  2. 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.
  3. One (1) firearm and appropriate type and quantity of ammunition.
  4. One (1) operating timepiece.
  5. One (1) operable pen, one (1) operable pencil, and one (1) notebook.
  6. The necessary emergency telephone numbers, including the police and fire departments, and emergency numbers for the OIC Director of Security Services, and his/her designee, and Contractor, etc.
  7. Any other item deemed necessary by OIC Security Services from time to time that has not been stipulated herein.
- G. The Contractor must provide all guards with a minimum of eight (8) hours on-site training at Contractor's expense on how to perform the Contract functions before assignment of any guard to the Office location.
- H. Emergency Security Services: Upon request by OIC, the Contractor must provide emergency security services to the Office location within two (2) hours of such request.
- I. The Contractor must maintain an established office location, which operates as a private investigator/security guard provider in compliance with the ORC Chapter 4749, and is properly identified as a business entity. The Contractor must provide and maintain twenty-four (24) hour communication capability i.e. cell phone, radios, etc., between guard stations, the mobile patrol, and the Contractor's supervisory office. The OIC reserves the right to visit the business location/office location of the Contractor to insure the Contractor's capacity to provide specified services, prior to and after making any award.
- J. The Contractor must submit to the OIC Director of Security Services, a letter identifying the individuals to be assigned to the specific sites identified in Sections 1.3.2 and 1.3.3. The Contractor must also provide those individuals' residential addresses and approximate travel mileage/time from the residential addresses to 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 assigned to multiple locations.

- K. Guards must not be permitted to carry any unauthorized material and/or equipment or other such non-standard items irrespective of whether the guard is certified to carry such items.
- L. At the Contractor's sole expense, the Contractor must have an established ongoing training program that includes training on Active shooter protocol, Use of Force, and ethics. After assignment to an office location, 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 OIC Director of Security Services on a quarterly basis. Documentation is to include attendance sheets signed by the instructor. Failure to comply with this section may be reason for termination of the Contract.

M. Supervision of Guard Personnel:

1. It shall be the responsibility of the Contractor to assign guards to the office location and to provide for the supervision and training of all assigned guards.
2. The Contractor must post a weekly schedule of guard assignments at the main guard station or designated area and provide a copy of the weekly schedule to the OIC Director of Security Services one week in advance. Failure to comply with this requirement may be reason for termination of the Contract.
3. The Contractor must provide project managers, field supervisors, or operations managers who will be available to confer with designated representatives of OIC between the hours of 7am and 5pm, Mon-Fri.
4. The Contractor's project managers, field supervisors, or operations managers must provide close supervision of the guard(s), verify that the guards are on duty when scheduled, and be available to confer with OIC representatives at any time and place designated by the OIC.
5. The Contractor must have management personnel visit each work site, in a random pattern, at least 12 times a year or once a month. During the visits, each guard shall be inspected for appearance, efficiency of work, and knowledge of duties performed at the Office location. The Contractor must promptly resolve any problems identified to the satisfaction of the OIC. A written report of the inspection shall be submitted to OIC Director of Security Services within five (5) working days of the visit. All operations managers must have the qualifications of the guard personnel as stated in Section D. above; and must have a minimum three (3) months' experience in the supervision of security operations and personnel. This will be verified and approved by OIC prior to assignment of such personnel. This may be verified by way of a resume.
6. The Contractor must obtain approval from the OIC Director of Security Services, or his/her duly appointed OIC designee, to transfer or remove guards from the locations to which they have been assigned.

N. Operations Manual:

1. Within ten (10) days after award of Contract, the Contractor must prepare and submit to the OIC Director of Security Services for his/her approval, an operations manual clearly outlining the functions and duties of the guards as stipulated herein. Once OIC approves the operations manual, it must be distributed to all concerned parties. The manual may be reviewed thereafter to amend the duties of the guards. Any changes in duties shall be agreed upon in writing by the OIC Director of Security Services and the Contractor. Any such change must not change the Contract price of the service. All manuals and procedures become the property of the OIC upon termination of the Contract.
2. Within one (1) month after commencing the guard operation, a security official shall prepare a security survey, which will be a detailed study of the office location and its security. It must 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 and as approved by the OIC Director of Security Services.

O. Removal from Duty:

1. The office location manager or other authorized OIC Security representative reserves the right to request the removal and replacement of any guard who he or she feels is not performing his or her duties properly. The replacement of the guard must be accomplished within two (2) hours of such notification.
2. Any guard that has previously been removed from an office location of any agency of the State of Ohio for cause or because of performance issues shall not be assigned to any OIC office location.

P. Guard Replacements:

1. The Contractor must be responsible to provide replacement guard personnel due to sickness, personal emergencies, or vacations of assigned guard personnel within 1 hour of starting time to insure continuity of service. All replacement guards must comply with Section D. No invoiced hours will be paid when the guard does not report for duty at specified times.
2. In the event that the Contractor fails to provide armed guard service within one hour of notification of an emergency and/or a coverage lapse, OIC Security Services shall procure armed 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 OIC will charge-back to the Contractor all costs incurred to secure such alternative armed guard services during the period of service lapse, as referenced under Liquidated Damages.
3. Any guard calling off duty must contact the 24/7 line provided by OIC Security Services three hours prior to the start of the shift.
4. All guards must contact the 24/7 line provided by OIC Security Services when reporting for duty.

Q. The OIC reserves the right to recommend termination of the Contract to DAS based upon negligent conduct, gross or repeated non-performance of written and/or oral instructions, or non-compliance with any specifications set forth in this RFP or any resulting Contract.

R. Guards are required to perform their duties in accordance with the Contract requirements as stipulated herein. The Contractor will be held responsible for any incident caused by the negligence of the guards while performing their duties.

S. The OIC reserves the right to conduct unannounced inspections.

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

U. The Contractor must pay guards no less than the federal minimum wage as adjusted from time to time. The Contractor must pay time and a half to any individual guard who works more than forty (40) hours in a work week, as required by R.C. 4111.03 and the Fair Labor Standards Act of 1938. The OIC will not be responsible for any overtime expenses. All overtime costs will be at the Contractor's sole expense, which will make all necessary accommodations to avoid incurring such expenses.

1.6.4 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. Monitor live video views where equipment is provided. Operate metal detectors & handheld devices where applicable.

B. Requirements:

1. The regular employment hours for the guards will be from 8:00 am to 5:00 pm unless a change is agreed to in writing. Guards will not work on Saturdays, 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 at the specified time.

2. It is the responsibility of the Contractor to have the guard call the OIC Director of Security Services, or his duly appointed OIC designee, when reporting for duty or if the guard is going to be late. (Phone number will be supplied to the Contractor.) It is the responsibility of the Contractor to supply a qualified and acceptable back up, in the event of a call off. (See Contractor's Requirement P "Guard Replacements") Backups must arrive within one (1) hour of the Contract specified time.
3. The Contractor agrees to provide guard services for the office location at the designated area. Each office must be covered during its specified hours with guard coverage unless a change is agreed to in writing. Each guard is required to work specified times as listed above per site, with a half-hour paid lunch period. The guard must eat lunch at the duty post and be ready to resume duty immediately in case of emergency. The Contractor further agrees that additional office locations may be added or deleted, and that the need for guards may increase or decrease. For a new location, the Contractor that has the nearest awarded location will be given the first opportunity to staff the new location. Added guards will be paid at the Contractor's hourly Contract rate for the nearest location.
4. Armed guard coverage may be increased or decreased due to OIC needs as OIC Security Services, in their sole discretion, determines.
5. 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 forty (2,340) guard hours per year at each location, provided the following:
  - a. 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. Such approval must be submitted with the invoice.
  - b. The OIC will not bear any overtime costs and, if overtime costs are incurred, they will be at the Contractor's sole expense.
6. The State will only pay a proper invoice for hours worked by the Contractor's guard personnel possessing credentials that are currently valid at the time the work is performed. If it is discovered after the work was performed that assigned guard personnel did not possess current credentials, the State of Ohio will decline invoice payment and will charge-back the Contractor for all hours worked by the uncertified guard.

#### 1.7 State 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 OIC on the preceding day (Friday). All holidays that occur on Sunday will be observed by the OIC the following day (Monday).

#### 1.8 Confidential, Proprietary, or Trade Secret Information:

DAS procures goods and services through a RFP in a transparent manner and in accordance with the laws of the state of Ohio. All proposals provided to DAS in response to this RFP become records of DAS and as such, will be open to inspection by the public after award unless exempt from disclosure under the Ohio Revised Code or another provision of law. Refer to section 5.1.6 in the Instructions.

1.9 Registry of Offerors:

DAS will prepare a registry of Proposals containing the name and address of each Offeror. The registry will be on the Office of Procurement Services Web site and available for public inspection after the Proposals are received.

1.10 Proposal Submittal:

Offeror must submit both a "Technical Proposal" and a "Cost Proposal" as a part of its Proposal package. These are two separate components which must be submitted in separate sealed envelopes/packages, clearly identified on the exterior as either "Technical Proposal" or "Cost Proposal" with CSP90xxxx and due date on each. Offeror must submit this signed cover page with its technical Proposal. Offeror must mark the correct CSP number on all envelopes/packages. Refer to section 5.1.6 in the Instructions for further detail.

1.11 Number of Proposals to Submit:

Offeror must submit one (1) original, completed and signed in blue ink, and five (5) copies for a total of six (6) Proposal packages.

**2.0 Evaluation of Proposals**

2.1 Mandatory Requirements: The following table contains items that are Mandatory Requirements for this RFP.

Determining the Offeror's ability to meet the Mandatory Requirements is the first step of the DAS evaluation process. The Offeror's response must be clearly labeled "Mandatory Requirements" and collectively contained in Tab 2 of the Offeror's Proposal in the "Offeror Required Information and Certification" section.

DAS will evaluate Tab 2 alone to determine whether the Proposal meets all Mandatory Requirements (accept/reject). If the information contained in Tab 2 does not clearly meet every Mandatory Requirement, the Proposal may be disqualified by DAS from further consideration.

**TABLE 1 - MANDATORY PROPOSAL REQUIREMENTS**

Mandatory Requirements
Offeror must submit a copy of their Private Investigator Security Guard Services (PISGS) license issued by the Ohio Department of Public Safety, Division of Homeland Security. The license submitted must be a Class A or Class C.
The Offeror must demonstrate that it has provided armed guard services for at least 2 years in duration within the last 5 years.
Offeror must demonstrate that they have current staff (primary and backup guard staff) or have staff available at the time of offer that can provide armed security service with a 12-hour advance notice.

If the State receives no Proposals meeting all of the mandatory requirements, the State may elect to cancel this RFP

2.2 Proposal Evaluation Criteria: If the Offeror provides sufficient information to DAS in its Proposal, demonstrating it meets the Mandatory Requirements, the Offeror's Proposal will be included in the next step of the evaluation process which involves the scoring of the Proposal Technical Requirements (Table 3), followed by the scoring of the Cost Proposals. In the Proposal evaluation step, DAS rates the Proposals based on the following listed criteria and the weight assigned to each criterion. The possible points allowed in this RFP are distributed as indicated in the Table 2 - Scoring Breakdown.

2.3 Table 2 – Scoring Breakdown **TABLE 2 - SCORING BREAKDOWN**

Criteria	Maximum Allowable Points
Proposal Technical Requirements	1150 Points
Proposal Cost	150 Points
Total	1300 Points

2.4 Score Ratings: The scale below (0-5) will be used to rate each proposal on the criteria listed in the Technical Proposal Evaluation table.

DOES NOT MEET 0 POINTS	WEAK 1 POINT	WEAK TO MEETS 2 POINTS	MEETS 3 POINTS	MEETS TO STRONG 4 POINTS	STRONG 5 POINTS
---------------------------	-----------------	---------------------------	-------------------	-----------------------------	--------------------

DAS will score the Proposals by multiplying the score received in each category by its assigned weight and adding all categories together for the Offeror's Total Technical Score in Table 3. Representative numerical values are defined as follows:

DOES NOT MEET (0 pts.): Response does not comply substantially with requirements or is not provided.

WEAK (1 pt.): Response was poor related to meeting the objectives.

WEAK TO MEETS (2 pts.): Response indicates the objectives will not be completely met or at a level that will be below average.

MEETS (3 pts.): Response generally meets the objectives (or expectations).

MEETS TO STRONG (4 pts.): Response indicates the objectives will be exceeded.

STRONG (5 pts.): Response significantly exceeds objectives (or expectations) in ways that provide tangible benefits or meets objectives (or expectations) and contains at least one enhancing feature that provides significant benefits.

2.5 Table 3 – Technical Proposal Evaluation

Criterion	Weight	Rating (0 to 5)	Extended Score
<b>Offeror Profile (General Instructions – Company Profile)</b>			
1. Number of years in business, number of employees, financial stability	30		
2. Capacity to do the Work	25		
<b>Offeror Prior Projects</b>			
1. Relevant all sector experience of similar scope and size within past five years	20		
2. Relevant public sector experience of similar scope and size within past five years	40		
<b>Staffing Plan (General Instructions – Personnel Profile)</b>			
1. Key Staff Qualifications	25		
2. Key Staff Formal Education	5		
3. Key Staff Experience	30		
4. Demonstrated ability to increase or decrease staffing levels	25		
5. Provides a thorough understanding of the quality of personnel desired for this Contract	10		
<b>Scope of Work (Work Plan)</b>			
1. Clear methodologies proposed	5		
2. Plan of Action	5		
3. Demonstrated understanding of all Project goals	10		

Total Technical Score (1150 points max.): \_\_\_\_\_

2.6 In this RFP, DAS asks for responses and submissions from Offerors, most of which represent components of the above criteria. While each criterion represents only a part of the total basis for a decision to award the Contract to an Offeror, a failure by an Offeror to make a required submission or meet a mandatory requirement will normally result in a rejection of that Offeror’s Proposal. The value assigned above to each criterion is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals that DAS received.

Once the technical merits of a Proposal are evaluated, the costs of that Proposal will be considered. Also, before evaluating the technical merits of the Proposals, DAS may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. DAS may reconsider the excessiveness of any Proposal’s cost at any time in the evaluation process.

2.7 Cost Proposal Points: DAS will use the information the Offeror submits on the Cost Summary Form to calculate Cost Proposal Points. DAS will calculate the Offeror’s Cost Proposal points after the Offeror’s total technical points are determined, using the following method:

Cost points = (lowest Offeror’s cost/Offeror’s cost) x Maximum Allowable Cost Points as indicated in the “Scoring Breakdown” table. “Cost” identified in the Cost Summary section of Offeror’s Proposal. In this method, the lowest cost proposed will receive the maximum allowable points.

The number of points assigned to the cost evaluation will be prorated, with the lowest accepted Cost Proposal given the maximum number of points possible for this criterion. Other acceptable Cost Proposals will be scored as the ratio of the lowest Cost Proposal to the Proposal being scored, multiplied by the maximum number of points possible for this criterion.

An example for calculating cost points, where Maximum Allowable Cost Points Value = 60 points, is the scenario where Offeror X has proposed a cost of \$100.00. Offeror Y has proposed a cost of \$110.00 and Offeror Z has proposed a cost of \$120.00. Offeror X, having the lowest cost, would get the maximum 60 cost points. Offeror Y’s cost points would be calculated as \$100.00 (Offeror X’s cost) divided by \$110.00 (Offeror Y’s cost) equals 0.909 times 60 maximum points, or a total of 54.5 points. Offeror Z’s cost points would be calculated as \$100.00 (Offeror X’s cost) divided by \$120.00 (Offeror Z’s cost) equals 0.833 times 60 maximum points, or a total of 50 points.

Cost Score (150 points max.): \_\_\_\_\_

- 2.8 **FINAL STAGES OF EVALUATION** The Offeror with the highest point total from all phases of the evaluation (Technical Points + Cost Points) will be recommended for the next phase of the evaluation.

Total Technical Score: \_\_\_\_\_ + Cost Score: \_\_\_\_\_ = Total Score: \_\_\_\_\_

If DAS finds that one or more Proposals should be given further consideration, DAS may select one or more of the highest-ranking Proposals to move to the next phase. DAS may alternatively choose to bypass any or all subsequent phases and make an award based solely on the Proposal evaluation phase.

- 2.9 **Rejection of Proposals:** DAS may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, or that DAS believes is excessive in price or otherwise not in the interest of the State to consider or to accept. In addition, DAS may cancel this RFP, reject all the Proposals, and seek to do the Work through a new RFP or by other means.

### **3.0 COST SUMMARY**

- 3.1 **SUBMISSION** The Cost Summary must be submitted with the Proposal (under separate cover labeled as the Cost Proposal). All prices, costs, and conditions outlined in the Proposal must remain fixed and valid for acceptance for 120 days, starting on the due date for Proposals. No price change will be effective without prior written consent from DAS, Office of Procurement Services.
- 3.2 **THE OFFEROR'S FEE STRUCTURE** The Contractor will be paid as proposed on the Cost Summary after the Agency approves the receipt of product(s)/services and continued completion of all deliverables. All costs must be in U.S. Dollars.
- 3.3 **REIMBURSABLE EXPENSES** None; there will be no additional reimbursement for travel or other related expenses. The State will not be responsible for any costs not identified.
- 3.4 **BILL TO ADDRESS**  
Ohio Shared Services  
P.O. Box 182880  
Columbus OH 43218-2880

COST SUMMARY

Uniformed Armed Security Guards  
CSP902617  
UNSPSC CATEGORY CODE: 92121504

All Offerors who seek to be considered for a contract award must submit all information in the format specified. The Original Cost Summary must be included in a separate, sealed envelope/package labeled on the exterior as "Cost Proposal" with the RFP Number and due date.

The Offeror must provide both hourly rates below for a particular location to be considered for award.  
The Contract will be awarded by location. An Offeror may provide the hourly rates for any number of locations.

Location	Hourly Pay Rate to Employee	Hourly Pay Rate to State
Open Market locations		
Armed Security Guards for Akron Regional Office	\$	\$
Armed Security Guards for Cambridge Office	\$	\$
Armed Security Guards for Lima Office	\$	\$
Armed Security Guards for Logan Office	\$	\$
Armed Security Guards for Mansfield Office	\$	\$
Armed Security Guards for Portsmouth Office	\$	\$
Armed Security Guards for Toledo Regional Office	\$	\$
Armed Security Guards for Youngstown office	\$	\$

All costs must be in U.S. Dollars.  
All rates above are per hour.  
The State will not be responsible for any costs not identified.

There will be no additional reimbursement for travel or other related expenses.

Any approved overtime will be paid at time and a half. Approved holidays and weekends are paid at the standard hourly rate unless pre-approved by the agency.

OIC reserves the right to request payroll records throughout the contract period to ensure the pay rate to employee remains compliant with this contract.

#### 4.0 **AWARD OF THE CONTRACT**

- 4.1 Contract Awards: DAS intends to award the Contract based on the schedule in the RFP, if DAS decides the Work is in the best interests of the State and has not changed the award date. The Contract will be awarded by OIC location. Award of a location means that the Contractor will be responsible to provide uniformed armed guards for that location. A Contractor may be awarded multiple locations.

DAS expects the Contractor to commence the Work upon receipt of a state issued purchase order. If DAS awards a Contract pursuant to this RFP and the Contractor is unable or unwilling to commence the Work, DAS reserves the right to cancel the Contract and return to the original RFP process and evaluate any remaining Offeror's Proposals reasonably susceptible of being selected for award of the Contract. The evaluation process will resume with the next highest ranking, viable Proposal.

- 4.2 Contract: If this RFP results in a Contract, the Contract will consist of this RFP including the Terms and Conditions, all forms, written addenda to this RFP, the Contractor's accepted Proposal and written authorized addenda to the Contractor's Proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and amendments issued under the Contract. The general terms and conditions for the Contract are contained in the following:

<https://procure.ohio.gov/Zip/5.3%20Terms%20and%20Conditions.pdf>

If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. The one-page Contract Signature Page, Form 5.2.2
2. The RFP, as addended, including the Terms and Conditions;
3. The documents and materials incorporated by reference in the RFP;
4. The Executive Order. EO2011-12K incorporated by reference in the RFP;
5. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
6. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Contract.

- 4.3 Economic Price Adjustment: The Contract prices(s) will remain firm throughout the initial term of the Contract. Thereafter, prior to Contract renewal, the Contractor may submit a request to adjust their price(s) to be effective on the effective date of the Contract's renewal. No price adjustment will be permitted prior to the effective date; on purchase orders that are already being processed; or on purchase orders that have been filled.

Price increases must be supported by a general price increase in the cost of the materials/services rendered due to documented increases in the cost of related materials/services. Detailed documentation, to include a comparison list of the Contract items and proposed price adjustments must be submitted to support the requested adjustment. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding adjustment, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the adjusted costs in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the Contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the Contract pricing will be returned to the pricing in effect prior to the temporary decrease. Failure to comply with this provision will be considered as a default and will be subject to the Suspension and Termination section contained herein.

**5.0** **LINKS** To be applicable to all Proposals and subsequent award(s), including sections named below.

5.1 **Instructions**

- 5.1.1 General Instructions
- 5.1.2 Inquiries
- 5.1.3 Protests
- 5.1.4 Addenda to the RFP
- 5.1.5 Proposal Submittal
- 5.1.6 Confidential, Proprietary or Trade Secret Information
- 5.1.7 Waiver of Defects
- 5.1.8 Multiple or Alternate Proposals
- 5.1.9 Addenda to Proposals
- 5.1.10 Proposal Format
- 5.1.11 Evaluation of Proposals
- 5.1.12 Proposal Format and Documentation Required

5.2 **Forms**

- 5.2.1 Offeror Required Information
- 5.2.2 Contract Signature Page
- 5.2.3 Offeror Profile
- 5.2.4 Offeror Prior Projects
- 5.2.5 Offeror's Candidate References
- 5.2.6 Offeror's Candidate Education, Training, Experience
- 5.2.7 Offeror Performance Form
- 5.2.8 Contractor/Subcontractor Affirmation and Disclosure

5.3 **Terms and Conditions**

- 5.3.1 Performance and Payment
- 5.3.2 Work and Contract Administration
- 5.3.3 Ownership & Handling of Intellectual Property & Confidential Information
- 5.3.4 Representations, Warranties and Liabilities
- 5.3.5 Acceptance and Maintenance
- 5.3.6 Construction
- 5.3.7 Law & Courts

5.4 Additional Resources

EOD Reporting	<a href="http://eodreporting.oit.ohio.gov/searchEODReporting.aspx">http://eodreporting.oit.ohio.gov/searchEODReporting.aspx</a>
Office of Budget and Management	<a href="http://obm.ohio.gov">http://obm.ohio.gov</a>
Office of Procurement Services	<a href="http://procure.ohio.gov/proc/index.asp">http://procure.ohio.gov/proc/index.asp</a>
Ohio Shared Services	<a href="http://www.ohiosharedservices.ohio.gov">http://www.ohiosharedservices.ohio.gov</a>
Ohio Business Gateway	<a href="http://business.ohio.gov/">http://business.ohio.gov/</a>
Ohio Secretary of State	<a href="http://www.sos.state.oh.us/SOS/Businesses.aspx">http://www.sos.state.oh.us/SOS/Businesses.aspx</a>

All links are subject to change in accordance with state of Ohio laws, Ohio Revised Code, Ohio Administrative Code, Executive Orders or any other updates issued by the state of Ohio, Department of Administrative Services, and the Office of Procurement Services. It is the Offeror's responsibility to read and be aware of any changes, corrections, updates or deletions to any information included in the link(s) above.

- 6.0 Guide for Proposal Submission** This guide outlines steps for submission of a Proposal in response to the advertised Request for Proposal. This guide does not contain the complete instructions for preparing and submitting a Proposal and anything stated herein shall not be considered a term or condition of the Contract. The complete instructions can be found in section 5.1.1, Proposal Instructions.
- 6.1 \_\_\_\_\_ Read the entire document, including all Web site links. Note critical items such as: Mandatory Requirements; goods or services required, submittal date and time; number of copies to submit; contract requirements; reporting requirements; minimum qualifications; read and understand the terms and conditions.
  - 6.2 \_\_\_\_\_ Take advantage of the “question and answer” period specified in the schedule of events. Questions must be submitted on-line in the Inquiry Process as explained in the Instructions. See section 5.1.2, Proposal Instructions.
  - 6.3 \_\_\_\_\_ Follow the format required in the RFP Instructions when preparing the response in chronological order. Provide point-by-point responses to all sections in a clear and concise manner. See section 5.1.12, Proposal Format & Documentation Required.
  - 6.4 \_\_\_\_\_ Use the forms provided; i.e. Signed RFP Cover Page, Offeror Required Information, Contract Signature Page, Offeror Profile and Prior Projects, Key Personnel forms, Disclosure Form, and Cost Summary Form, See section 5.2, Forms.
  - 6.5 \_\_\_\_\_ Provide complete answers/descriptions. Do not assume the State or any evaluation committee member will know what the Offeror’s capabilities are or what items/services the Offeror can provide, even if previously contracted with the State. The Proposals are evaluated based solely on the information and materials provided in the Offeror’s response.
  - 6.6 \_\_\_\_\_ Check the State’s Web site for RFP addenda. It is the responsibility of the Offeror to be aware of additional information posted on the Web.
  - 6.7 \_\_\_\_\_ The following documents may be submitted with the Proposal or within five (5) business days of request from the Office of Procurement Services: Affirmative Action and proof of insurance. No award will be made without this documentation. Offeror’s Proposal may be eliminated from further consideration upon failure to submit within the specified time frame
  - 6.8 \_\_\_\_\_ If not a current vendor of the state of Ohio, the Offeror will download both the W-9 and Vendor Information Form and submit to Ohio Shared Services (OSS) at [supplier@ohio.gov](mailto:supplier@ohio.gov) See section 5.4, Additional Resources.
  - 6.9 \_\_\_\_\_ Review and read the RFP Document again to make sure that you have addressed all requirements. Read and understand Supplements, if applicable. Offeror’s original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and used to score the response.
  - 6.10 \_\_\_\_\_ Offeror’s response must be submitted on time. Late Proposals are never accepted. Make sure the response is labeled on the exterior of the envelope/package with the RFP# and due date, and whether the packet is for the Technical Proposal or the Cost Proposal. Do not place the Cost Proposal in the Technical Proposal.

**7.0 Attachment One**

In addition to the information requested in the instructions for Tab 4 (Profile and Prior Projects)

Offeror must submit examples of prior projects of providing armed guard services.