

# INVITATION TO BID

State of Ohio  
Department of Administrative Services  
General Services Division  
Office of Procurement Services

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER	OPENING DATE (1:00 p.m.)	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
RS902715	06/11/14		
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY	STATE ZIP
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ( )	TOLL FREE NO. 1 - ( )
		CONTACT PERSON	FAX NO. ( )
REQ./INDEX NO. GDC150	BID NOTICE DATE 5/28/2014	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD) <input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". ____%, ____ Days, Net 30 Days			
<b>PARTICIPATING AGENCY(IES):</b> ALL STATE AGENCIES, AND PROPERLY REGISTERED COUNTIES, TOWNSHIPS, MUNICIPAL CORPORATIONS, REGIONAL TRANSIT AUTHORITIES, REGIONAL AIRPORT AUTHORITIES, PORT AUTHORITIES, SCHOOL DISTRICTS, CONSERVANCY DISTRICTS, TOWNSHIP PARK DISTRICTS AND PARK DISTRICTS, PURSUANT TO SECTION 125.04(B) OF THE OHIO REVISED CODE, THE COOPERATIVE PURCHASING ACT. STATE UNIVERSITIES, STATE VOCATIONAL SCHOOLS, STATE COMMUNITY COLLEGES OR OTHER INSTITUTIONS OF HIGHER EDUCATION MAY USE THESE CONTRACTS. SUCH USE, HOWEVER, IS BASED UPON EACH ENTITY'S PROCUREMENT AUTHORITY.			
<b>MINORITY SET-ASIDE BID IN ACCORDANCE WITH ORC CH. 125.081</b>			
<b>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:</b> <b>UNIFORMED, ARMED AND UNARMED SECURITY GUARD SERVICES</b>			
<b>TERM OF CONTRACT:</b> This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>07/01/14</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>06/30/15</u> unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency.			
<b>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS,</b> Revised 10/2013, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: <a href="#">Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions</a> . All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.			
By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.			
Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at <a href="http://www.ohio.gov/procure">www.ohio.gov/procure</a> . All questions should be submitted a minimum of five (5) working days prior to the bid opening date.			
PRINTED/TYPED SIGNATURE	AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)		DATE

The ORIGINAL signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder NOT sign their bid in BLACK ink. BIDDER CERTIFIES, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.



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 07/01/14.

**REQUIRED CERTIFICATION OF BIDDING:** A Bidder should complete Items A, B and C from page 2 only when it is claiming preference or certification in those three areas. All Bidders must complete Item D on page 2.

**INQUIRIES:** All inquiries for this ITB need to be submitted through the Procurement website. [www.procure.ohio.gov](http://www.procure.ohio.gov). To retrieve the inquiry page for this ITB, click "Find it Fast", select "Doc/Bid/Schedule#" in Step 1, enter "RS902715" in step two, and click "Find it Fast". The "Submit Inquiry" button is at the bottom of the page.

**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.

**EVALUATION:** 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.

**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. This is a twelve month Contract. A twelve (12) month renewal is available.

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

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

**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.

**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: Procurement Services.

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**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 will receive an email with a User ID and password and must report the quarterly dollar value of sales to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, <https://cm.ohio.gov/>. 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 is responsible for emailing the Analyst listed on page one of the contract with any company contact changes.

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.

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

Department of Administrative Services  
Office of Finance  
30 E. Broad Street, 40<sup>th</sup> 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 suspend, 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 Ohio Contract Management Remittance Report

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

Department of Administrative Services  
Office of Finance  
30 E. Broad Street, 40<sup>th</sup> 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 suspend, terminate or cancel this Contract.

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**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

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## GENERAL SPECIFICATIONS AND REQUIREMENTS

### I. SCOPE

This Invitation to Bid is being released for the purpose of securing Certified MBE 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. The agencies known to use this Contract are the Bureau of Workers' Compensation(BWC) and the Ohio Industrial Commission (OIC).

This Contract will be effective for eleven (11) months. This Contract will be added to the existing Contract number RS90012, Index Number GDC150 upon award.

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.

Bid requirements listed under the specific agency section supersedes Bid requirements listed in other areas of this Bid document.

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.

### 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.
4. 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.
5. 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.
6. The Contractor's armed 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.
7. The Contractor shall provide the using agency with a training manual used by the Contractor, and certification that guards assigned to this Contract have completed the training.
8. 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.

## GENERAL SPECIFICATIONS AND REQUIREMENTS

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. This training shall include incidents that could cause a disruption in the workplace.

### 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 using 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 using agency/facility as referenced by Removal from Duty. Section III-J.
4. Emergency Security Services: Upon request by the using 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.
2. All guards are required to comply with the general work rules set forth by the using 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 using 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.

## GENERAL SPECIFICATIONS AND REQUIREMENTS

- 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 walk through metal detector, a hand-wand metal detector, a hand held fire extinguisher and fire prevention procedures, depending on site specifications.
    - 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.
  - 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 Contactor. 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).
- F. Background Checks:
- Upon award, an agency may conduct an investigation which may 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 shall 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 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.
  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 the using agency.
  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 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 using agency, to provide this documentation. All guards shall be subject to background checks.

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6. 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 using agency.
7. 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 using agency.
8. The using agency may request an interview with each guard prior to assignment. Guard assignment is subject to approval by the using agency.

### G. Uniforms and Equipment:

1. Guards must be in complete law enforcement 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 using agency with a diagram displaying the attire of a properly uniformed security guard.
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 using agency.
  - b. One (1) nameplate with legible 1/4" to 1/2" letters, of uniform size and colors, worn on the outer garment over the right breast pocket.
  - c. One (1) operating timepiece.
  - d. One (1) operable pen, one (1) operable pencil, and one (1) notebook.
  - e. The necessary emergency telephone numbers, including the police and fire departments, and the using agency's and Contractor's emergency numbers, etc.
  - f. Any other reasonable item deemed necessary by the agency that has not been stipulated herein.
  - g. Openly viewed badge displayed at all times.
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.

### GENERAL SPECIFICATIONS AND REQUIREMENTS

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 using agency. A written report of the inspection shall be submitted to the using agency within five (5) working days.
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 using agency prior to assignment of such personnel. This may be verified by way of a resume.

I. Operations Manual:

The Contractor shall prepare and submit to the using 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 using 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.

- 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.
- M. The State will only pay a proper invoice for hours worked by Contractor guard personnel possessing credentials currently valid at the time the work is performed. If it is discovered, after work has been performed, that assigned Contractor personnel did not possess current valid credentials, the State will decline invoice payment and will charge-back the Contractor for all hours worked by the uncertified guard staff.
- N. 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.
- O. The Contractor will only invoice for hours of service. The Contractor will not be compensated for guards' tardiness.

GENERAL SPECIFICATIONS AND REQUIREMENTS

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

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

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AGENCY SPECIFICATIONS AND REQUIREMENTS

I. OHIO BUREAU OF WORKERS COMPENSATION (BWC):

- A. BWC may request an interview with each guard prior to assignment. Before guard is on site BWC will run a background check and if discrepancies are found it is up to the agency's discretion on placement in a BWC facility.
- B. Armed guard coverage may be increased or decreased due to BWC needs as BWC in its sole discretion determines.
- C. The Contractor shall post a weekly schedule of guard assignments at the main guard station or designated area.
- D. Guard Coverage: The regular employment hours for the guards will be site specific unless a change is agreed to in writing. They 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 Contract specified time.

It is the responsibility of the Contractor to have the guard call the BWC Security Control room when reporting for duty or if the guard is going to be late or is unable to report. (A phone number will be supplied to successful Contractor). It is the responsibility of the Contractor to supply a qualified and acceptable back up, in the event of a call off. Backups must arrive within two (2) hour of the Contract specified time.

The Contractor agrees to provide guard services for the office location at the designated area. Each office shall be covered during its specified time, unless a change is agreed to in writing. Thus, where not otherwise adjusted, coverage shall be site specific for hours of guard service, per Attachment 1. Each guard will have a half hour paid lunch period. The guard must eat lunch at or near the duty post and be ready to resume duty immediately in case of emergency.

- E. Guard Replacement: The Contractor shall be responsible to provide replacement guard personnel due to sickness or personal emergencies of assigned guard personnel in sufficient time to insure continuity of service not to exceed two (2) hours. All replacement guards shall comply with applicable requirements.
- F. The Contractor shall guarantee that each guard shall possess, at all times, on his person:

Contractor issued metal law enforcement type badge, to be openly displayed at all times.

II. OHIO INDUSTRIAL COMMISSION (OIC):

A. Work Hour Requirements:

1. Guard Coverage

Guards will not work Sundays or state holidays, except in emergency situations. It is the responsibility of the Contractor to have the guard report to the designated office location(s) at the Contract specified time.

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

2. Guard Work Week:

- 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. Working hours at all offices will be 8:00 a.m. through 5:00 p.m. The starting and ending times may be adjusted to meet the needs of the office. The work week will typically be Monday thru Friday.
- b. Overtime: OIC does not pay overtime. The Contractor will need to make all necessary adjustments to comply with applicable wage laws.

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

All security guards, both primary and designated back-up personnel, must provide the designated OIC facility contact person with a copy of their current Ohio Homeland Security guard identification card and Fire Arms Bearer (F.A.B.) card. Only Contractor personnel with current valid credentials will be permitted assignment to an OIC facility(ies).

C. All security guards, both primary and designated back-up personnel, must reside within a travel proximity to their assigned OIC location(s) that they can typically arrive on site within two (2) hours of notice to report for duty.

D. The Contractor must provide each designated OIC facility contact person with the Contractor's written procedure for Contractor personnel giving notice to both the assigned facility and to the Contractor, when reporting off-work. Such written procedures shall also detail the Contractor's procedures to secure back-up personnel in a timely manner to either eliminate any lapse of guard coverage or to limit the lapse of coverage to less than two (2) hours. The Contractor shall be responsible to notify the designated OIC facility contact person of any pending lapse of guard coverage and when coverage will resume. The Contractor must provide each designated OIC facility contact person with a contact person and contact number accessible on a twenty-four hour basis to notify the Contractor of an emergency situation requiring additional guard coverage or to report a lapse of coverage.

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**PRICE SCHEDULE**

**SECURITY GUARDS**

OHIO DISTRICT	ESTIMATED ANNUAL HOURS	UNARMED SECURITY-PRICE PER HOUR	ARMED SECURITY PRICE PER HOUR
1	2,380 armed 100 unarmed	\$	\$
2	2,380 armed 2,250 unarmed	\$	\$
3	2,380 armed 100 unarmed	\$	\$
4	9,260 armed 100 unarmed	\$	\$
5	2,380 armed 100 unarmed	\$	\$
9	2,380 armed 100 unarmed	\$	\$
10	2,380 armed 100 unarmed	\$	\$
11	100 armed 100 unarmed	\$	\$

**SUPERVISOR**

ALL DISTRICTS	ESTIMATED ANNUAL HOURS	UNARMED SUPERVISOR PRICE PER HOUR	ARMED SUPERVISOR PRICE PER HOUR
	100	\$	\$

Armed and Unarmed Supervisors Estimated Hours are currently at zero (0). An evaluator of one hundred (100) will be used for the evaluation. This rate is in addition to hourly Security Guard rates.

Estimated Random Checks for each District are currently 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/or Unarmed Services, an evaluator of one hundred (100) will be used for the evaluation.

**Bid Automobile Liability Checklist:**

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00
- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

ATTACHMENT 1

Detailed Usage Chart by Agency

OHIO DISTRICT	AGENCY	SERVICE LOCATION ADDRESS	ESTIMATED ANNUAL HOURS	HOURS OF GUARD SERVICE	UNARMED OR ARMED
1	OIC	2025 East Fourth St, Lima, OH	2,380	8:00am-5:00pm	Armed
2	BWC	1 Government Center, 11th fl Toledo, OH 43697	2,250	8:00am-5:00pm	Unarmed
2	OIC	One Government Center Suite 1500 Toledo, OH	2,380	8:00am-5:00pm	Armed
3	OIC	240 Tappan Drive North, Ontario, OH	2,380	8:00am-5:00pm	Armed
4	BWC	339 E Maple St, Suite 200 North Canton, OH 44720	2,250	8:00am-5:00pm	Armed
4	BWC	242 Federal Plaza, STE 200, Youngstown, OH 44503-1210	2,250	8:00am-5:00pm	Armed
4	OIC	161 South High St. Akron, OH	2,380	8:00am-5:00pm	Armed
4	OIC	242 Federal Plaza West, Youngstown, OH	2,380	8:00am-5:00pm	Armed
5	OIC	2130 E. Wheeling Ave, Cambridge, OH	2,380	8:00am-5:00pm	Armed
9	OIC	1005 Fourth St. Portsmouth, OH	2,380	8:00am-5:00pm	Armed
10	OIC	12898 Grey St. Logan, OH	2,380	8:00am-5:00pm	Armed

Other sites may be added or removed after award and all Bid prices are applicable to new sites.

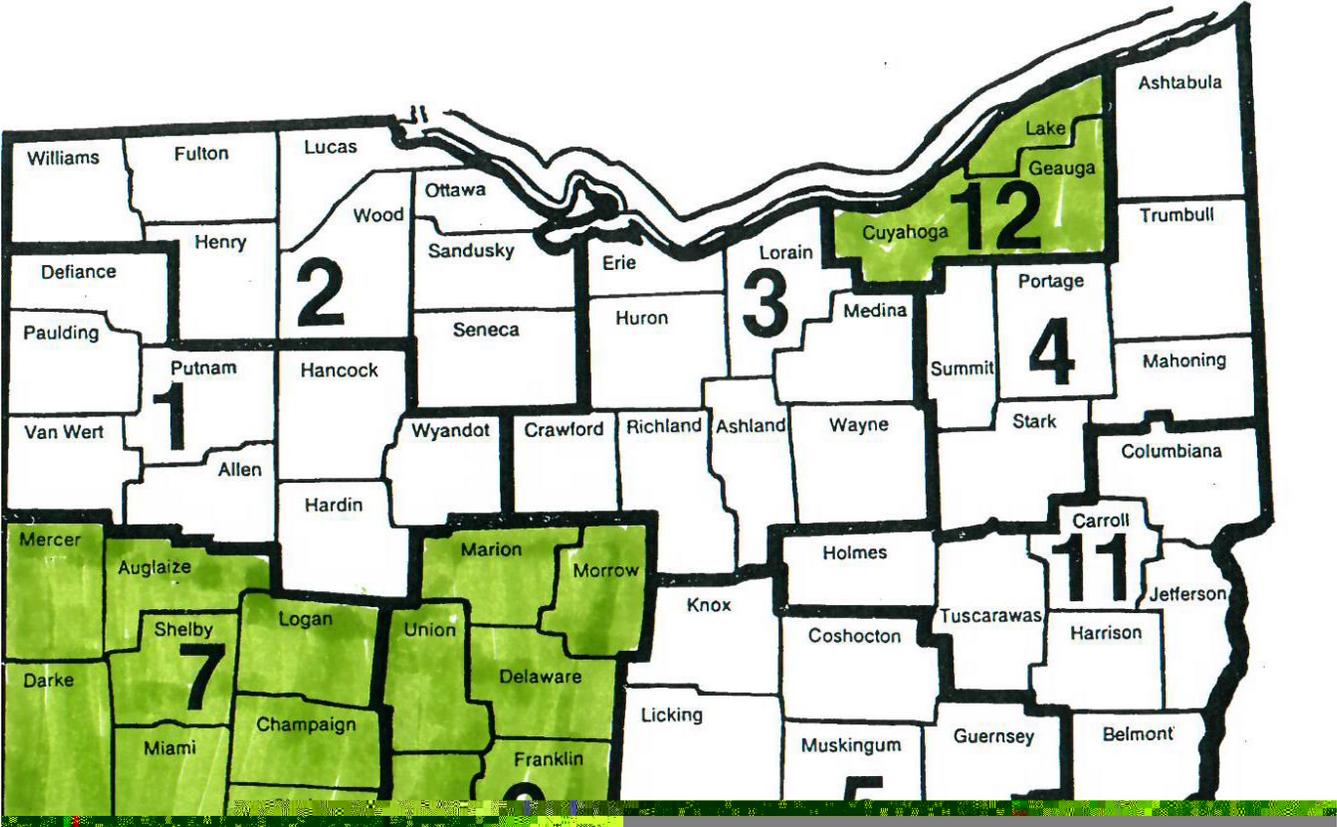
Hours of guard services include weekends unless otherwise specified.

Site Visit Agency Contacts

Agency	Contact Name	Contact Phone	Contact Email
BWC	Vern Davenport	(614) 728-2812	Arthur.d.1@bwc.state.oh.us
OIC	Michael Tanner	(614) 387-3867	Michael.tanner@ic.ohio.gov

ATTACHMENT 2

Ohio District Map



Shaded Districts 6,7, 8 and 12 are excluded from bidding. These Districts are currently awarded under Contract RS900012.

**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**STANDARD AFFIRMATION AND DISCLOSURE FORM**  
**EXECUTIVE ORDER 2011-12K**

Governing the Expenditure of Public Funds on Offshore Services

By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

\_\_\_\_\_  
(Address) (City, State, Zip)

Name/Principal location of business of subcontractor(s):

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

\_\_\_\_\_  
(Address) (City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

Contract also affirms, understands and agrees that Contractor and its subcontracts are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The state has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is part of any Contract that Contract may enter into with the State and is incorporated therein.

By: \_\_\_\_\_  
Contractor

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_