



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

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

CONTRACT No.: RS903120

EFFECTIVE DATES: 03/22/20 to 04/30/22

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS903120 that opened on 02/12/20. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Instructions to Bidders](#) and [Standard Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

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

CONTRACT RENEWAL. This Contract may be renewed after the ending date of the Contract solely at the discretion of the Contracting Agency for a period of one month. Any further renewals will be by mutual agreement between the Contractor and the Contracting Agency for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed 24 months unless the Contracting Agency determines that additional renewal is necessary.

This Requirements Contract is available to all state agency(ies), State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

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

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

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

Minority Business Enterprise Award in accordance with ORC CH. 125.081

Signed: \_\_\_\_\_  
Matthew M. Damschroder, Director Date

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## SPECIAL CONTRACT TERMS AND CONDITIONS

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

**DESCRIPTIVE LITERATURE:** The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within ten (10) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (e.g. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

**MINORITY BUSINESS ENTERPRISE (MBE) SET ASIDE:** The State is committed to making more State contracts and opportunities available to minority business enterprises (MBE) certified by the Ohio Department of Administrative Services (DAS) pursuant to Section 123.151 of the Ohio Revised Code and Rule 123:2-15-01 of the Ohio Administrative Code. This RFP/ITB is being issued as a minority set aside contract in accordance with Section 125.081 of the Ohio Revised Code. All bidders must be an Ohio certified MBE as of the Bid due/opening date. If a certification application has been submitted that needs to be expedited to meet the solicitation due/opening date, contact the DAS Equal Opportunity Division at 614-466-8380. For more information regarding Ohio MBE certification requirements, including a list of Ohio certified MBE businesses, please visit the DAS Equal Opportunity Division web site at: <http://das.ohio.gov/Divisions/EqualOpportunity.aspx>

**EVALUATION:** Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will multiply the Estimated Annual Hours by the Total Hourly Rate Paid by State for each line item and add these together to achieve the lot total of each Region. Estimated Annual Hours are intended to be used for evaluation purposes only.

**CONTRACT AWARD:** The contract will be awarded to the lowest responsive and responsible bidder by Region. There will be up to one (1) award per region. A Bidder may potentially be awarded multiple regions. Failure to bid all items within a Region may result in the bidder being deemed not responsive for that Region.

**FIXED-PRICE WITH ECONOMIC ADJUSTMENT:** The contract prices(s) will remain firm for the first twelve (12) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective forty-five (45) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. 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 increase, 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 increase 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. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to the "Suspension/Termination" and the "Contract Remedies" sections of the "Standard Contract Terms and Conditions".

SPECIAL CONTRACT TERMS AND CONDITIONS (CONTINUED)

**INSURANCE REQUIREMENTS:** In addition to the State of Ohio Standard Terms & Conditions, V. Liability Provisions, Contractor shall also maintain the following insurance coverage:

- A. Security Guard Professional Liability insurance including but not limited to excessive force, use of non-lethal enforcement devices, false imprisonment, violation of civil rights under any federal, state or local law, failure to protect, liability for rendering or failing to render first aid, mental anguish, abuse, physical or sexual assault and molestation. There shall be no intentional acts exclusion and defense costs shall be outside the policy limits. The minimum limit shall be \$5,000,000 per wrongful act or claim. Insurance coverage should include provisions such as the risk of false arrest, false imprisonment, and 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.
- B. 3rd Party Employee Dishonesty insurance with a limit of not less than \$250,000 per occurrence or claim, for loss of money, securities or negotiable instruments, and property, including coverage for theft, disappearance or destruction.
- C. In addition to the requirements stated in Paragraph D., "Automobile and General Liability Insurance", Contractor shall maintain the following coverage: Automobile Liability insurance covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with a limit no less than \$1,000,000 per accident for bodily injury and property damage. Individuals driving their personally owned vehicles on state property are also required to obtain and maintain the minimum liability limits required by the state in which the vehicle is registered. In the event any contracted personnel will be required to operate state owned vehicles in the course of their duties under this contract, the individual's driving record shall be reviewed by the Office of Risk Management prior to endorsement under the State's self-insured program. An unacceptable driving record may result in denial of driving privileges for state business.

**DELIVERY AND ACCEPTANCE:** Services will be performed as set forth in the Contract. 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.

**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.

**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.

SPECIAL CONTRACT TERMS AND CONDITIONS (CONTINUED)

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 one of the following addresses,

For same day or overnight deliveries:

Huntington National Bank  
ATTN: L-3686  
7 Easton Oval  
Columbus, OH 43219

All other deliveries may be sent to the following address:

Department of Administrative Services  
L-3686  
Columbus, OH 43260-3686

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.

Use the following address for same day or overnight deliveries:

Huntington National Bank  
ATTN: L-3686  
7 Easton Oval  
Columbus, OH 43219

All other deliveries may be sent to the following address:

Department of Administrative Services  
L-3686  
Columbus, OH 43260-3686

SPECIAL CONTRACT TERMS AND CONDITIONS (CONTINUED)

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.

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

SUBCONTRACTING: In addition to the State of Ohio Standard Terms & Conditions, Section M. "Subcontracting", the Contractor must not enter into any subcontracts for the performance of this Contract, unless Agency expressly provides written approval of the subcontractor. Contractor must provide said approval document to DAS Office of Procurement Services (OPS).

SPECIFICATIONS AND REQUIREMENTS

I. SCOPE:

- A. This Invitation to Bid (ITB) seeks to retain a Contractor to provide uniformed armed and unarmed guards, according to these specifications, for agencies and locations indicated in Attachment Three (Table A).
- B. Agency Locations and Work Hours: Table A contains the current known locations and estimated annual work hours. Estimated Annual Hours are for evaluation purposes only. Actual work hours will be determined by the agencies and may change.
1. The Contractor will provide the listed agency facility locations, within its awarded Region(s), with Uniformed Armed and Unarmed Security Guard Services. The agency facility locations are listed in Table A.
  2. Facility locations listed in Table A will use the awarded Contractor and the corresponding Rates of the Region where the facility is located, from the ITB in which they participated.
  3. For facilities which are not listed in Table A, agencies may utilize the Rates of this contract at their option. The Region where the facility is located will determine which Contractor(s) and corresponding Rates pricing that are available for use.
  4. Region definitions: Each region is defined by its corresponding list of Ohio counties, as indicated below. The regions are logistically oriented. A visual illustration of county and region borders is shown in Attachment One.
    - a. NORTHEAST: Defines facility locations in the following counties of Ohio: Ashland, Ashtabula, Carroll, Columbiana, Cuyahoga, Erie, Geauga, Harrison, Holmes, Huron, Jefferson, Lake, Lorain, Mahoning, Medina, Portage, Richland, Stark, Summit, Trumbull, Tuscarawas, Wayne
    - b. CENTRAL: Defines facility locations in the following counties of Ohio: Champaign, Coshocton, Delaware, Fairfield, Fayette, Franklin, Guernsey, Hocking, Knox, Licking, Logan, Madison, Marion, Morrow, Muskingum, Perry, Pickaway, Ross, Union
    - c. SOUTHWEST: Defines facility locations in the following counties of Ohio: Adams, Brown, Butler, Clark, Clermont, Clinton, Darke, Greene, Hamilton, Highland, Miami, Montgomery, Preble, Warren
    - d. NORTHWEST: Defines facility locations in the following counties of Ohio: Allen, Auglaize, Crawford, Defiance, Fulton, Hancock, Hardin, Henry, Lucas, Mercer, Ottawa, Paulding, Putnam, Sandusky, Seneca, Shelby, Van Wert, Williams, Wood, Wyandot
    - e. SOUTHEAST: Defines facility locations in the following counties of Ohio: Athens, Belmont, Gallia, Jackson, Lawrence, Meigs, Monroe, Morgan, Noble, Pike, Scioto, Vinton, Washington

The State Holiday Schedule is defined in Attachment Two.

C. Experience:

1. Bidder should have experience with providing services of similar scope and size on prior projects and/or contracts. Bidder shall submit Bidder Prior Projects and References form, Attachment Three, to document its experience with projects/contracts of similar scope and size, and having providing guard services at a minimum of three locations, previously (not necessarily at the same time). Information obtained from Bidder References provided may be used to determine if bidder is responsive and/or responsible. Failure to provide Bidder Prior Projects and References form, Attachment Three documenting Bidder's experience in providing guard services of similar size and scope and at a minimum of three locations may deem Bidder as not responsive.
  2. Bidder must have been in the business of providing armed and unarmed security guard services for a minimum of three (3) years. Failure to provide evidence of this, if requested, may deem Bidder as not responsive.
- D. Should services from a State Use Program (Ohio Revised Code Sections 4115.31 to 4115.34), e.g., Community Rehabilitation Program, become available to meet the agency's need during the contract term, the agency must give first consideration to procuring services from such resource.

SPECIFICATIONS AND REQUIREMENTS (CONTINUED)

II. GENERAL SPECIFICATIONS AND REQUIREMENTS:

A. Contractor Requirements:

1. The Contractor agrees to abide by site-specific post orders provided by the agency, as well as furnish weekly written reports detailing the activities of the guard(s) at the agency location upon request. These reports must list all normal and unusual events, which may have occurred at the agency location. If there is an incident, then Contractor will immediately issue an incident report.
2. Within ten (10) days after award of Contract, the Contractor must prepare and submit to the agency for approval, an Operations Manual clearly outlining the functions and duties of the guards as stipulated herein. Once the agency 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 agency and the Contractor. Any such change must not change the Contract price of the service. All manuals and procedures become the property of the agency upon termination of the Contract.
3. If the Contractor determines that a licensed guard of the Contractor utilized at any agency location has any violations as outlined in state law, it must report this, with documentation to the Ohio Department of Public Safety, Division of Homeland Security.
4. Upon request by the agency, the Contractor must provide emergency security services to the agency location within three (3) hours of such request.
5. 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. cellular phone, radios, etc., between guard stations, the mobile patrol, and the Contractor's supervisory office. The agency 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.
6. The Contractor must submit to the agency, a letter identifying the individuals to be assigned to the specific agency sites identified in this ITB. 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 unless the locations are adjacent to each other.
7. The Contractor must pay guards in compliance with all laws, rules, and regulations. The agency will not be responsible for any overtime, holiday, or weekend expenses; all overtime costs will be at the Contractor's sole expense, which should make all necessary accommodations to avoid incurring such expenses.
8. No guard shall work more than forty (40) hours maximum in a one-week time frame, unless approved in writing by the agency. Such approval must be submitted with the invoice.
9. Any agency location where the potential of handling and seeing patient information exists may require guards to take special training and pass a HIPPA certification.
10. Agency ID Badges: Officers are not to loan their badges to other officers unless there is an absolute need, and such will be noted on Daily Duty Report.



SPECIFICATIONS AND REQUIREMENTS (CONTINUED)

B. Uniforms and Equipment:

1. Contractor must ensure that guards will be in complete security guard/watchman type uniforms that are approved by the agency and present a neat and well-groomed appearance. Shoes shall be low quarter or high top laced with police or plain toe and standard heel. The uniform and 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 the agency.
2. The Contractor must ensure each guard is wearing a complete uniform, and provide to ensure that uniforms are not worn or damaged. The Contractor is responsible for the costs of the uniforms, including the expense of repair and replacement.
3. The Contractor must 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 guard is employed by the Contractor. The I.D. card must be clipped to the outer duty uniform as required by the agency.
  - b. One (1) nameplate with legible 1/4" to 1/2" letters, of uniform size and colors, worn on the outer garment over the right breast pocket.
  - c. One (1) firearm and appropriate type and quantity of ammunition, if an armed guard position.
  - d. One (1) operating timepiece.
  - e. One (1) operable pen or one (1) operable pencil and one (1) notebook.
  - f. The necessary emergency telephone numbers, including the police and fire departments, and emergency numbers for the agency, and his/her designee, and Contractor, etc.
  - g. Any other item deemed necessary by the agency from time to time that has not been stipulated herein.
4. Guards are not 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.

C. Guard Work Requirements

1. The Contractor shall ensure that all security guards are aware that their primary purpose is to maintain order, protect clients, staff, visitors, patrons, and property from harassment, injury, damage, sabotage, fire, accidents, theft, vandalism and to be alert to suspicious persons and activities, monitor live video views where equipment is provided, and operate metal detectors & handheld devices where applicable. The guard's duties are to observe and report to the proper authorities, and if necessary, contact the appropriate law enforcement agency for that jurisdiction.
2. On a rotating basis, the guards may be at a stationary desk post or walking throughout the facility 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.
3. Guards may be required to 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 may 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 (for official use only); and utilize digital cameras and electronic intrusion devices to monitor the assigned area.

SPECIFICATIONS AND REQUIREMENTS (CONTINUED)

4. 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.
  5. Contractor guards may be required to perform other duties requested by a particular location such as reading HVAC gauges, walking perimeter fences, monitoring fuel consumption etc. All guards are required to comply with the general work rules set forth by the agency for the specific location, which will be provided to the Contractor by the agency contact person. Any site-specific requirements will also be provided by the agency after award. The Contractor agrees that guards will perform assigned duties at the direction of the agency contact person.
  6. Guards are required to perform their duties in accordance with the Contract requirements as stipulated herein. The Contractor may be held responsible for any incident caused by negligence of guards on duty.
  7. The regular employment hours for the guards will be provided in the location work hours table above unless a change is agreed to in writing. It is the responsibility of the Contractor to have the guards report to the designated office location at the specified time.
  8. It is the responsibility of the Contractor to ensure the agency, or duly appointed designee, is notified when a guard is reporting for duty or if the guard is going to be late. The agency phone number will be provided to the Contractor. It is the responsibility of the Contractor to supply a qualified and acceptable backup guard, in the event of a call off (see Contractor's Requirement "Guard Replacements"). Backups must arrive within two (2) hours of the Contract specified time.
  9. The Contractor agrees to provide guard services for the agency location at the designated area. Each agency location 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, 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 the need for guard hours may increase or decrease at a particular location. Any changes must be done in writing between the Contractor and the agency.
  10. 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 the agency reserves the right to determine if any of the guards do not meet this criterion. The agency will routinely monitor the guards and report any concerns immediately to the Contractor, up to, and including, asking that the guard be replaced.
- D. 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 agency for approval prior to assignment of the guards to an agency location.

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 agency.
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 agency.

SPECIFICATIONS AND REQUIREMENTS (CONTINUED)

4. 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 for providing this documentation. As part of the Contract award process, the Contractor will have five (5) working days to provide this documentation.
5. All guards of the Contractor utilized must complete a national police records check, including a check of BCI/FBI 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 the agency.
6. All employees of the Contractor utilized at any school, including Ohio State School for the Blind (OSB) and Ohio School for the Deaf (OSD), shall comply with ORC 3319.39 and pass all applicable background checks.
7. All employees of the Contractor utilized at any facility with residents or students shall comply with ORC 3319.39, and pass all applicable background checks, unless expressly not required by the facility..
8. 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: An agency may request an interview with each guard prior to assignment. Before a guard is on site, the agency may run a background check and, if discrepancies are found, it is within the discretion of the agency whether the guard will be placed at an agency location.

- E. All guards must meet the following minimum qualifications prior to being assigned under this Contract. The successful Contractor must submit all required documentation to the agency for approval prior to a guard starting work or any required training program the agency might require.
  1. The Contractor must be licensed by the State of Ohio for watch/guard services, and must be compliant with all federal, state and local laws.  
Licensure requirement: Offeror must have a Class A or Class C license to provide private investigator and/or security guard services, issued by the state of Ohio Department of Public Safety, Private Investigator Security Guard Services (PISGS).
  2. Each guard shall possess a minimum of a high school diploma or a G.E.D. certificate.
  3. A minimum of three (3) months' experience as a security guard licensed with the Ohio Department of Public Safety, Division of Homeland Security. Contractor will show evidence of this, if requested.
  4. A valid driver's license and proof of reliable transportation.
  5. The ability to maintain poise and self-control under stress.
  6. The ability to meet and deal with the general public in a professional and cordial manner. Ability to answer phone calls in a courteous and professional manner.
  7. All Contractor guards utilized at any agency location must be registered as mandated by state law and must have in their possession a current security identification card. These cards must be renewed annually.
  8. All guards must be physically and mentally capable of performing all essential job duties, with or without reasonable accommodation.

SPECIFICATIONS AND REQUIREMENTS (CONTINUED)

F. Training:

1. The Contractor must provide the agency with a training manual 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 agency within ten days after award of Contract.
2. The Contractor must provide all guards with a minimum of eight (8) hours on-site training (each site location) at Contractor's expense on how to perform the Contract functions before assignment of any guard to the agency location. All training activities will be preceded by a 72-hour notification to either the agency contact person, or the inclusion in the weekly work schedule.
3. The Contractor and agency will develop a training matrix of core competencies that corresponds with the training manual, to enable tracking of the guard's training. The Contractor shall post an accessible copy of the training matrix at the main guard station or designated area and provide a copy to agency contact person. Contractor will update the information on the matrix, weekly.
4. At the Contractor's expense, the Contractor must have an established ongoing training program that includes training on active shooter protocol, the use of force, and ethics. After assignment to an agency 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 the agency on a quarterly basis. Documentation is to include attendance sheets signed by the instructor.
5. The Contractor will provide necessary re-training to contract personnel if repeated lack of performance is demonstrated. Contractor will confirm that the re-training was effective through testing, e.g., verbal, written.
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, per the agency location's policies.
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 agency.
  - b. Report writing of daily shift reports and incident reports, and the operation of a telephone/cellular phone (for official use only) by which agency personnel 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.

SPECIFICATIONS AND REQUIREMENTS (CONTINUED)

G. Supervision:

1. It shall be the responsibility of the Contractor to assign guards to each agency location and to provide for the supervision and training of all assigned guards.
2. The Contractor shall post an accessible copy of the weekly schedule of guard assignments at the main guard station or designated area and provide a copy of the weekly schedule to all persons which the agency requests, one week in advance. Failure to comply with this requirement may be reason for termination of the Contract.
3. The Contractor must provide manager representatives who will be available to confer with designated Agency representatives between the hours of 7am and 5pm, Mon-Fri, at any agency location requested.
4. The Contractor must provide close supervision of the guard(s) and verify that the guards are on duty when scheduled.
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 agency location. The Contractor must promptly resolve any problems identified to the satisfaction of the agency. A written report of the inspection shall be submitted to agency within five (5) working days of the visit. All operations managers must have the qualifications of the guard personnel as stated 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 agency prior to assignment of such personnel. This may be verified by way of a resume.
6. The Contractor must notify the agency, or his/her duly appointed agency designee, to transfer or remove guards from any agency location to which they have been assigned.

H. Guard Replacements:

1. If the Agency representative requested removal and replacement of any guard, the replacement of the guard must be accomplished within two (2) hours of such notification (See "Removal From Duty").
2. In addition to contacting the Contractor, any guard calling off duty must contact the agency at least three (3) hours prior to the start of their shift.
3. The Contractor must be responsible to provide replacement guard personnel due to sickness, personal emergencies, or vacations of assigned guard personnel within two (2) hours of starting time to insure continuity of service. All replacement guards must be qualified and trained, per this Contract. No invoiced hours will be paid when the guard does not report for duty at specified times.
4. All replacement guards must contact the agency when reporting for duty.

I. Removal from Duty:

1. The agency location manager or other authorized agency 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.

SPECIFICATIONS AND REQUIREMENTS (CONTINUED)

2. Any guard that has previously been removed from an agency location of any agency of the State of Ohio for cause or because of performance issues shall not be assigned to any agency location, unless agency approves a reinstatement in writing and an eight (8) month period has passed since removal. Contractor will provide and maintain a cumulative report to all using agencies of guards that were removed. Guards should be identified in the report by an assigned number.

III. SPECIAL SPECIFICATIONS AND REQUIREMENTS:

A. Armed Guards:

1. If a site requires armed services, the guards must be armed with a side arm and ammunition furnished by the Contractor at all times. Guards must have demonstrated proficiency in the use and safe handling of the side arm they carry.
2. 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.
3. Must have successfully completed a twenty (20) hour basic firearm training program approved by the Ohio Peace Officer Training Commission and in accordance with ORC Chapter 4749, showing the recertification date, and the guard name, have current re-certification of said training, or submit evidence of former police or military police or equivalent training.
4. Armed guard coverage may be increased or decreased due to the agency's needs, at the sole discretion of the agency.
5. In the event that the Contractor fails to provide armed guard service within two (2) hours of notification of an emergency and/or a coverage lapse, the agency may procure guard services from the most convenient qualified resource. These alternative resources may include local police, sheriff departments, or Ohio State Highway Patrol officers.

B. Agency-Specific Requirements:

1. Department of Veterans Services: All employees of the Contractor utilized at DVS Georgetown may require compliance to some or all of the background checks described in C.a. above, as requested by the agency. If the State approves in advance, Contractor may subcontract off-duty local law enforcement officers as temporary, emergency guard replacements, at no additional cost to the agency. I.e., additional costs will be at the Contractor's expense.
2. Mental Health and Addiction Services: Due to potentially handling and seeing patient information, all employees of the Contractor utilized at MHA must successfully complete the OhioMHAS HIPAA video training and pass the multiple-choice test at the conclusion of the video in order to print out their HIPAA Certificate.
3. All employees of the Contractor utilized at OSB, and OSD, shall comply with ORC 3319.39, and pass all applicable background checks.
4. Ohio School for the Deaf (OSD): Knowledge of American Sign Language (ASL) is preferred at OSD, but not required. A separate line item for guards with proficiency of ASL is included in the price schedule for Central Region. Usage of a guard with knowledge of ASL will be at the option of any agency in in the Central Region. The minimum ASL proficiency is for communication with visitors and clients within the scope of performing guard duties.

SPECIFICATIONS AND REQUIREMENTS (CONTINUED)

5. Department of Agriculture (AGR): Security guards at AGR shall perform the following:
  - a. Roving patrols, at least twice per shift. Times should be a random pattern to avoid an observable routine.
  - b. Snow/ice notification to facility maintenance section – Notify Maintenance in early a.m. hours, as soon as possible prior to normal business hours, should snow and/or ice conditions become significant to require removal.
  - c. Leaving campus: Officers are not to leave campus, except for patrol vehicle fuel (near empty) or an absolute/emergency need, and such will be noted on Daily Duty Report.

ATTACHMENT ONE:  
ILLUSTRATION OF COUNTY AND REGION BORDERS

Ohio Counties				
Northwest Region	Northeast Region	Central Region	Southwest Region	Southeast Region
Allen	Ashland	Champaign	Adams	Athens
Auglaize	Ashtabula	Coshocton	Brown	Belmont
Crawford	Carroll	Delaware	Butler	Gallia
Defiance	Columbiana	Fairfield	Clark	Jackson
Fulton	Cuyahoga	Fayette	Clermont	Lawrence
Hancock	Erie	Franklin	Clinton	Meigs
Hardin	Geauga	Guernsey	Darke	Monroe
Henry	Harrison	Hocking	Greene	Morgan
Lucas	Holmes	Knox	Hamilton	Noble
Mercer	Huron	Licking	Highland	Pike
Ottawa	Jefferson	Logan	Miami	Scioto
Paulding	Lake	Madison	Montgomery	Vinton
Putnam	Lorain	Marion	Preble	Washington
Sandusky	Mahoning	Morrow	Warren	
Seneca	Medina	Muskingum		
Shelby	Portage	Perry		
Van Wert	Richland	Pickaway		
Williams	Stark	Ross		
Wood	Summit	Union		
Wyandot	Trumbull			
	Tuscarawas			
	Wayne			



ILLUSTRATION OF COUNTY AND REGION BORDERS



ATTACHMENT TWO:

STATE OF OHIO  
HOLIDAY SCHEDULE

HOLIDAY	DATE
New Year's day	January 1
Martin Luther King day	Third Monday in January
Washington-Lincoln day (President's day)	Third Monday in February
Memorial day	Last Monday in May
Independence day	July 4
Labor day	First Monday in September
Columbus day	Second Monday in October
Veterans' day	Eleventh day of November
Thanksgiving day	Fourth Thursday in November
Christmas day	December 25

Notes: Holidays which fall on Saturday or Sunday may be rescheduled to a weekday, as determined by each using Agency. Contractor shall confirm exact date(s) with each Agency's facility contact person.

The above State Holiday Schedule will follow any change to ORC 1.14.

ATTACHMENT THREE

TABLE A  
 AGENCY FACILITY LOCATIONS

Region	Agency	Location
NORTHEAST	DOT District 12 (Transportation)	5430 Lake Court Cleveland, OH 44144
CENTRAL	DNR (Natural Resources)	2045 Morse Road, Columbus, OH 43229
CENTRAL	OSB (Ohio State School for the Blind)	5220 N High Street, Columbus, OH 43214
CENTRAL	OSD (Ohio School for the Deaf)	500 Morse Rd, Columbus, OH
CENTRAL	AGR (Agriculture)	8995 E Main St Reynoldsburg, OH 43068
CENTRAL	AGR (Agriculture)	8995 E Main St Reynoldsburg, OH 43068
CENTRAL	MHA (Mental Health and Addiction Services)	2150 W Broad St , Columbus, OH
SOUTHWEST	DVS Georgetown (Veterans Home)	2003 Veterans Blvd, Georgetown, OH

Note: Information in Table A is subject to change

PRICE SCHEDULE

UNIFORMED ARMED AND UNARMED SECURITY GUARD SERVICES

ITB NUMBER: RS903120

UNSPSC CATEGORY CODE: 92121504

NORTHEAST REGION – RATES PER HOUR:

Item ID Number	Guard Service Description	Hourly Pay Rate to Employee	Total Hourly Rate Paid by State (including Pay Rate to Employee and all other costs such as benefits, taxes, healthcare, etc.)
37896	Armed Security Guard	\$ 13.74 *	\$ 19.98 *
37897	Unarmed Security Guard	\$ 12.15 *	\$ 18.49 *

CENTRAL REGION – RATES PER HOUR:

Item ID Number	Guard Service Description	Hourly Pay Rate to Employee	Total Hourly Rate Paid by State (including Pay Rate to Employee and all other costs such as benefits, taxes, healthcare, etc.)
37898	Armed Security Guard	\$ 13.74 *	\$ 19.98 *
37899	Unarmed Security Guard	\$ 12.15 *	\$ 18.49 *
37900	Unarmed Security Guard with ASL knowledge	\$ 12.15 *	\$ 18.49 *

SOUTHWEST REGION – RATES PER HOUR:

Item ID Number	Guard Service Description	Hourly Pay Rate to Employee	Total Hourly Rate Paid by State (including Pay Rate to Employee and all other costs such as benefits, taxes, healthcare, etc.)
37901	Armed Security Guard	\$ 13.74 *	\$ 19.98 *
37902	Unarmed Security Guard	\$ 12.15 *	\$ 18.49 *

\* To advise of change in Hourly Pay Rate to Employee and Total Hourly Rate Paid by State, effective for all orders issued on or after 08/27/21.

PRICE SCHEDULE (CONTINUED)

NORTHWEST REGION – RATES PER HOUR:

Item ID Number	Guard Service Description	Hourly Pay Rate to Employee	Total Hourly Rate Paid by State (including Pay Rate to Employee and all other costs such as benefits, taxes, healthcare, etc.)
37903	Armed Security Guard	\$ 13.74 *	\$ 19.98 *
37904	Unarmed Security Guard	\$ 12.15 *	\$ 18.49 *

SOUTHEAST REGION – RATES PER HOUR:

Item ID Number	Guard Service Description	Hourly Pay Rate to Employee	Total Hourly Rate Paid by State (including Pay Rate to Employee and all other costs such as benefits, taxes, healthcare, etc.)
37905	Armed Security Guard	\$ 13.74 *	\$ 19.98 *
37906	Unarmed Security Guard	\$ 12.15 *	\$ 18.49 *

Notes:

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 overtime, holidays, weekends, or travel and other related expenses.

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

\* To advise of change in Hourly Pay Rate to Employee and Total Hourly Rate Paid by State, effective for all orders issued on or after 08/27/21.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

CONTRACT NO.: RS903120-1



Minority Business Enterprise (MBE)

0000096300  
American Services and Protection, LLC  
2572 Oakstone Dr.  
Columbus, OH 43231

TERMS: Net 30 Days

DELIVERY: As Specified

CONTRACTOR'S CONTACT:

Philana Harper

Office: (614) 884-0177

E-mail: philana@asapllc.us

Fax: (614) 737-9803

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
1	08/27/21	This amendment is issued to advise of change in Hourly Pay Rate to Employee and Total Hourly Rate Paid by State, effective for all orders issued on or after 08/27/21.