



Commissioner Paula Brooks • Commissioner Marilyn Brown • Commissioner John O'Grady
President

INVITATION TO BID AND CONTRACT DOCUMENTS

FOR

INVITATION TO BID NUMBER: 2009-03-63

DATE AND TIME OF BID OPENING: December 04, 2009 @ 2:00PM

PROJECT NAME: Security Services

This Invitation to Bids (ITB) is issued under the provisions of the Ohio Revised Code (ORC) Sections 307.86 to 307.92. All bids submitted in response to this ITB shall comply with Ohio law. The laws of the State of Ohio will govern any disputes rising under this ITB and subsequent contract.

SUMMARY OF PROJECT/BID

The Franklin County Board of Commissioners is seeking bids for Security Services. The work shall be performed at various Franklin County Government Facilities in Franklin County. It is the County's intent to enter into a three (3) year contract with the option to extend for two (2) additional 1-year periods at the sole discretion of Franklin County

NAME OF COMPANY: _____

NAME OF OFFICIAL: _____

ORDER PLACEMENT/CONTACT NAME: _____

ADDRESS: _____

CITY, STATE, & ZIP: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL: _____

All contract terms, conditions, and specifications set forth in this bid document shall become part of the contract documents. Those making bids are reminded to return the entire Invitation to Bid with their submission to Franklin County Purchasing Department, 373 South High Street, 25th Floor, Columbus, Ohio 43215.

STATEMENT OF RECEIPT FORM & "NO BID" FORM

Please indicate whether you or your company intends to bid or chooses not to bid on this commodity or service. It will help insure vendors will receive any addenda to or correspondence regarding this ITB in a timely manner. Franklin County is not responsible for the timeliness of delivery via the US Mail. Please complete this form and return as soon as possible to:

Email: pxstarre@franklincountyohio.gov

Fax: 614-462-3144

Mail: Franklin County Purchasing

Attn: Trish Starrett

ITB # 2009-03-63

373 South High Street 25th Fl

Columbus, OH 43215

_____ We have reviewed the bid documents and it is our intent to bid.

_____ We have reviewed the bid documents. We decline to bid for the following reason(s):

Please check all that apply:

_____ Specifications too "tight", i.e. geared toward one brand or manufacturer (explain below)

_____ Insufficient time to respond

_____ We do not offer this product or service.

_____ We are unable to meet the specification(s).

_____ We are unable to meet the bond requirements.

_____ Specifications are unclear.

_____ We are unable to meet insurance requirements.

_____ Remove us from your bidder's list for this commodity or service.

_____ We are not interested in this bid, but wish to be considered for future solicitations.

_____ We are unable to obtain the documents.

_____ Other (specify below).

Remarks: _____

Please note: This form is designed to allow feedback and will assist us in structuring our bid process in the most efficient and user friendly manner. You will not be removed from the notification process unless you request it.

COMPANY NAME: _____

AGENT: _____

DATE: _____ **TEL #:** _____

ADDRESS: _____

ADDRESS: _____

EMAIL: _____

FAX#: _____

INSTRUCTIONS TO COMPLETE FOLLOWING SIGNATURE PAGE

Each bidder must complete three originals of the following Signature page when submitting a bid. Three originals, signed in blue ink, and three copies are required with your bid submission (please refer to Appendix D for further bid submission instructions):

To properly complete this form, please only fill out the information on the bottom right-hand side:

- 1) Print your Company Name in the space provided;
- 2) Have the Authorized Person from your organization sign their name in the “Authorized Signature” space;
- 3) Have the Authorized Person print their name in the space provided (this name must match the Authorized Signature) and print the date.



Request for Qualifications

Commissioners

Paula Brooks, President
Marilyn Brown
John O'Grady

Purchasing Department

Karl H. Kuespert, C.P.M., Director

Franklin County
Purchasing-25th Floor
373 South High Street
Columbus, OH 43215-6315
Telephone (614) 462-3750
Fax (614) 462-3144
Bid Hotline (614) 462-6624



This signature page and all Articles and Appendices listed below are hereby incorporated into and made a part of this Contract:

Section 1 – General Instructions
Section 2 – Bidding Requirements
Section 3 – Pricing
Section 4 – Miscellaneous Terms
Section 5 – Time of Performance
Section 6 – Delivery

Section 7 – Invoicing, Payment and Taxes
Section 8 – Contract Administration and Reports
Section 9 – Contract Cancellation, Terminations, Remedies
Section 10 – Certifications and Affidavits
Section 11 – Special Considerations

Appendix A, Exhibits A-1, A-2, A-3, A-4, A-5 All Affidavits & Declarations (Equal Opportunity, Non-Collusion, Delinquent Property and Declaration of Material Assistance/Non-Assistance to Terrorist Organizations)

Appendix B – References

Appendix C – Performance Bond Data Sheet

Appendix D – Offeror's Deliverables List

Appendix E – All Pricing Sheet(s) Completed per the Requirements

Appendix F – Specifications

Bid # and Description: ITB 2009-03-63

Security Services

Franklin County Board of Commissioners

Paula Brooks President

Marilyn Brown

John O'Grady

Company Name (Printed)

Authorized Signature

Printed Name & Date

APPROVED AS TO FORM:

Ron O'Brien
Prosecuting Attorney
Franklin County, Ohio

By: _____
Assistant Prosecuting Attorney

Date: _____

APPROVED AS TO FORM:

Karl H. Kuespert, C.P.M.
Director, Purchasing Department
Franklin County, Ohio

By: _____

Date: _____

PUR-ITB 1000

General Terms and Conditions

This is a supporting document for this ITB and becomes part of the contract agreement upon the time of award.
Any question regarding this document shall be directed in writing to:

Trish Starrett
Franklin County Purchasing Department
373 S. High St.
25th Floor
Columbus, OH 43215-6314
614.462.3750 MAIN
614.462.3144 FAX
Email (preferred): pxstarre@franklincountyohio.gov

PLEASE NOTE:

- Amendments and Clarifications to this bid are posted on the Franklin County Purchasing web site (<http://www.franklincountyohio.gov/commissioners/prch/bid-opportunities/>). It is the sole responsibility of all interested parties to monitor this web site for those additional documents. Amendments and Clarifications become a part of the bid and any subsequent awarded contract.
- Please note the information contained in Section 2.02 titled "Bid Bond Requirement" which states that **a bond is to be in the form of a surety bond, certified check, cashier's check, or money order from a solvent bank, or savings and loan association with the Franklin County Board of Commissioners identified as the Obligee.** Failure to follow the instructions in this Section will deem a Bid as Non-Responsive.

CALENDAR OF EVENTS.

The schedule for the ITB is given below. Dates may be modified by Franklin County.

Key Dates	Event
10/30/09	Invitation to Bid (ITB) Notifications and ad placed for ITB. Inquiry process begins
10/30/09	Bid instructions and documents are posted on Franklin County's website for additional interested parties to retrieve.
11/18/09	Intention to propose or decline response requested via <i>Statement of Receipt Form</i> and "No Bid" Form/Document.
11/23/09	Pre-Bid Conference to held at the Franklin County Purchasing Department, 373 South High Street, 25 th Floor, Columbus, OH 43215 at 10:00 am
12/01/09	Offeror Question Submission Deadline. (Q&A) ITB questions must be submitted by 12:00 pm.
12//07/09	Answers to Questions and Pre-Bid Minutes Posted to Purchasing Web Site.
12/14/09	Complete bids due to Franklin County by 2:00 p.m. See Appendix D, Deliverables Franklin County must receive three (3) hard copy sealed bid responses with all requested documentation and ORIGINAL, binding signatures by 2:00 p.m. on the due date or your bid will be rejected. Bids will be opened at 2:00 p.m.
12/10/09	Evaluation of bids is complete
12/31/09	Contract finalized and submitted to Clerk of the Board of Commissioners.
01/12/10	Contract award and begin date to be determined by the Franklin County Board of Commissioner.

General Information

Bid Instructions

Franklin County requires clear and concise bids. Offerors should take care to completely answer questions and meet the ITB's requirements.

Bid Format

Each bid must include sufficient data to allow for the verification of the total cost of the Offeror's ability to meet the ITB's requirements. Each bid must respond to every request for information in this document whether the request requires a simple "yes" or "no" or requires the submission of product data sheets.

Bid Contents

Each bid must contain all information requested in the ITB. A checklist has been provided in the ITB to ensure that you include all required information.

Submittal of Bids

Offerors bids should respond concisely and clearly to all of the inquiries contained in the bid. All pricing should be provided as requested in the ITB and any additional costs should be clearly explained.

Using the form provided, Offeror's who receive a copy of this ITB, but decline to make an offer, are requested to submit a No Bid Form. Franklin County will not enter into a Contract with an agent or broker on behalf of the Offeror. All bids must be signed and submitted by the Offeror.

The remainder of this page left intentionally blank.

Administrative Requirements

Section 1 General Instructions

Section 1.01 Entire Agreement; Parties to the Contract

This Contract is the entire agreement between the Offeror (“Offeror”) and Franklin County (“County”) on behalf of the agency/agencies requesting the Contract as signed by the Franklin County Board of Commissioners.

Section 1.02 Exclusions from Bidding

Consultants who are under contract with the Commissioner Agency who is acquiring the services specified in this bid document shall be excluded from the bid process. This exclusion shall be in effect as long as the consultant contract is in full effect and force.

Section 1.03 Contract Agreement

The final contract shall be a firm fixed price agreement between the County and the Contractor.

Section 1.04 Contract Components

This Contract consists of the signed contract, the original Invitation to Bid, including the Contract Terms and Conditions, the Special Contract Terms and Conditions, the Bid specifications, Pricing Forms, all documents requiring Contractor’s signatures, and any written amendments/addendums to the original Request for Bid; the Contractor’s complete competitive sealed Bid, including proper modifications, clarifications, and samples.

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- a. The signed contract document and all attached documents.
- b. Franklin County original Invitation to Bid.
- c. The contractor’s original submitted Bid document

Section 1.05 Registration with Franklin County

All Offerors interested in doing business with Franklin County must register with the County before the award of any contract. Offerors may register with Franklin County Monday through Friday, 8:00 a.m. to 4:30 p.m., in the Franklin County Purchasing Department located on the 25th Floor, 373 South High Street, Columbus, Ohio, 43215-6314 or online at <http://www.franklincountyohio.gov/commissioners/prch/bid-opportunities/>. Failure to register prior-to the award of a contract may deem the recommended vendor as non-compliant with the terms and conditions of the contract and may result in legal liability.

Section 1.06 Specifications

Franklin County may use any form of specification it determines to be in the best interest of the County and that best describes the goods or services to be purchased. Specification may be in the form of a design specification, a performance specification, or a combination thereof. If the County determines that a design, performance, or combination specification is not in the best interest of the County, it may use brand name or equal specification. Unless otherwise stated as, where a brand name or equal specification is used, use of the brand name is for the purpose of describing the base standard of quality, performance, and characteristics described and is not intended to limit or restrict competition. Substantially equivalent goods or services to those designated will be considered for award.

Section 1.07 Inquiry Process/Additional Information

Any questions that arise during the preparation of bids concerning the content of the ITB should be submitted to Patty Clifford, Senior Coordinator General Commodities via email at pxstarre@franklincountyohio.gov. Contact with any Franklin County staff concerning this ITB except through the inquiry method with questions specific to the contents of this ITB is strongly discouraged. This does not apply to communication during the evaluation process if Franklin County initiates the communication. Questions shall be sent no later than 11/20/09 at 12:00 noon to be considered for a response.

Section 1.08 Oral Explanation

Franklin County will not be bound by oral explanations or instructions given at any time during the competitive process or after the selection of the successful Offeror.

Section 1.09 Decline to Offer

Any Offeror who receives a copy of this ITB but declines to make an offer is requested to submit a Decline to Offer notification by utilizing the *Statement of Receipt Form and "No Bid" Form* no later than 11-18-09 .

Section 1.10 Compliance with Specifications and Terms and Conditions

The County cannot except any changes to the ITB terms and conditions nor is the County allowed to accept any additional agreements that were not part of the final ITB documents. The County will make any changes to the ITB terms and conditions or specification through the issuance of amendments or clarifications. If an offeror submits a ITB with changes or mark-ups that ITB will be determined to be non-responsive and will not receive further consideration or evaluation.

Section 1.12 Conflict of Interest

Each bid must answer the statement indicating whether the Offeror or any people that may work through the Offeror have a possible conflict of interest (e.g., employed by Franklin County, etc.) and, if so, the nature of the conflict. Franklin County has the right to reject a bid in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

Section 1.13 Representations

The Offeror warrants the accuracy of information submitted and acknowledges that Franklin County will rely on the Offeror's information in making its selection and contracting with the successful organization.

Section 2 Bid Requirements

Section 2.01 Bid Opening

Bids are due by December 14, 2009 at 2:00PM. All sealed bids received after this time and date, for any reason will be rejected. The opening of the sealed bids will take place at the Franklin County Purchasing Office, 373 S. High Street, 25th Floor Columbus, Ohio 43215-4598. The Bid opening will be public.

Section 2.02 Bid Bond Requirement

An original bid bond in the amount of \$500.00 must be included with each bid or be considered non-responsive and the bid will not receive further consideration. Notice of a claim of right to withdraw such bid must be made in writing filed with the contracting authority within two business days after the conclusion of the bid opening procedure (O.R.C. §9.31).

The bond is to be in the form of:

- A Surety Bond.
- A Certified Check, Official Check or Cashier's Check from a solvent bank or savings and loan association.
- A Money Order from a solvent bank, savings and loan or the United States Post Office. Money Orders from other sources are not acceptable.

Any other form of bond, including Company or Personal checks shall be rejected and the bid will not receive further consideration.

All bid bonds, using one of the accepted forms above, must be made payable to the **Franklin County Board of Commissioners or identify the board as the payee or obligee**. Failure to make the bond payable to the Franklin County Board of Commissioners or identify the board as the payee or obligee will cause the bond to be rejected and the bid will not receive further consideration.

Failure to provide the bond in the proper form and identifying the proper obligee will automatically determine your bid to be non-responsive and your bid will not receive further consideration.

Bonds will be returned to all successful and unsuccessful vendors within 30-days of contract award.

Section 2.03 Samples

If a vendor offers an alternate solution that a sample must be provided at the time of the bid submittal at the offeror's expense. Failure to provide the required sample will deem the bid to be non-responsive and it will not receive further consideration. The only exception to this is if a vendor offers the stipulated product and an alternate product but does

not provide a sample then the county would not consider the alternate and only evaluate the bid based on the stipulated product.

Samples must clearly identify the offeror, the bid number, and the item the sample represents in the bid. County will return samples at the Offeror's expense, upon the offeror's timely request. County may keep the samples of the offeror awarded the contract until the completion of the contract. Unsolicited samples in response to the Invitation to Bid will not be evaluated and County may dispose of them in a manner it so chooses.

Section 2.04 Pre-Bid Conference

The pre-bid conference is not mandatory, but can provide Offerors with a first hand look at facilities or provide valuable information to assist Offerors in providing a better response. The pre-bid conference will be November 23, 2009 at 10:00AM in the Franklin County Purchasing Department 373 S. High St 25th Floor Columbus, Ohio 43215-6314.

Section 2.05 Bid Preparation Costs

The County will not be liable for any costs incurred by a contractor prior-to the award of any contract resulting from the Bid. Total liability of the County is limited to terms and conditions of a resulting Contract.

Section 2.06 Bid Instructions

- 1) Franklin County requires clear and concise bids. Offerors should take care to completely answer questions and meet the ITB's requirements.
- 2) Each contractor must also submit three (3) original signed hard copies of their bid in a sealed envelope or similar containers with the bid number clearly marked on the exterior by no-later-than 2:00 p.m. the day the bids are scheduled for opening. Contractors will not staple, bind or place document hardcopies in 3-ring binders or GBC type binders. Documents may be secured by using paper clips, binder clips or rubber banded to keep them orderly. This includes any amendments or addendums applicable to the bid. All hardcopy documents will be on 8.5-inch x 11-inch paper, brochures should be copied to the same format.
- 3) Each bid must be submitted in a sealed envelope or similar containers with the bid number clearly marked on the exterior. If an offeror uses an express mail or courier service, the bid number must be clearly marked on the express mail or courier envelope or must be enclosed in a sealed envelope inside the express mail or courier service envelope. A bid that is not properly and clearly marked and is inadvertently opened before the scheduled bid opening time may be disqualified without additional consideration.

Faxed submissions are not acceptable.

Section 2.07 When Bids May Be Delivered

The Purchasing Department ("Purchasing") must receive bids prior to and no-later-than 2:00 p.m. the day the bids are scheduled for opening. Sealed bids received after the specified date and time will be considered late and will not be opened. Sealed bids received through the mail after the specified bid opening date and time will be returned to the Offeror unopened. Purchasing does not accept bids with postage due or collect postage-on delivery charges.

Purchasing receives bids during the hours of 8:00 a.m. through 4:30 p.m. Monday through Friday, except state observed holidays. The time clock in the Franklin County Purchasing Department will serve as the official record of the time and date that sealed bids are received and will be the sole factor in determining if bids are received in time to be considered.

Section 2.08 Where Bids Must Be Delivered

Bids must be delivered to the following address:

Franklin County
Purchasing Department – 25th Floor
Attn: ITB# 2009-03-63
373 South High Street
Columbus, Ohio 43215-6315

Section 2.09 Clarifications, Amendments, and Addendums

- 1) If an offeror discovers any inconsistencies, errors, or omissions in the Invitation to Bid, the offeror should request clarification from the Franklin County Purchasing Department. Such requests will be made only in writing. No other form for submitting clarifications is acceptable. Clarifications must be submitted 5 days prior to the bid opening.

2) Clarifications will be made no later than five (5) business days before the date of bid opening, unless otherwise noted. Requests for clarifications received after the above timeframe will not be considered unless the County ascertains that the answer to the clarification could result in a material change to the specification which could effect all bids.

3) During the bid process, Offerors may be furnished certain amendments / addendums covering additions and / or deletions to the ITB documents. Amendments / addendums will be included in the Bid documents and will become a part of Contract. Amendments / addendums may be issued at anytime preceding the Bid opening date. Franklin County reserves the right to postpone the Bid opening for its convenience. Any information given a prospective Offeror concerning the Bid will be furnished promptly to all other prospective Offerors as an amendment / addendum or clarification. All amendments and addendums will be posted to the Franklin County Purchasing Web Site under this bid. Those interested in submitting a response to this bid shall monitor that web site for any amendments and addendums to assure complete compliance with specifications, terms and conditions.

4) When it is necessary to modify a Invitation to Bid, Purchasing does so by written amendment or addendum only. All amendments / addendums will be posted to the Purchasing Department's website at: www.franklincountyohio.gov/bidops/. Oral instructions, given before the opening of a bid or the award of a contract, will not be binding.

Section 2.10 Corrections before Bid Opening

Prior-to the bid opening, if an offeror withdraws its bid and resubmits it with revisions, the revisions should be clearly identified and signed or initiated by the Offeror. The omission of an offeror's signature or initials to a modification may result in a bid being determined to be not responsive. Any corrections must be completed off the premises.

It is the responsibility of the offeror to resubmit a corrected bid within the time constraints of the established bid opening time and date. Failure to resubmit a corrected bid within the established time and date shall be considered late and will not be accepted. Corrected bids received through the mail after the specified bid opening date and time will be returned to the Offeror unopened.

Section 2.11 Corrections after Bid Opening

1) After the bid opening, Offeror's may only withdraw their bids as provided in Ohio Revised Code §9.31. Withdrawal of a bid after a bid opening exposes an offeror to legal liability for sanctions, including costs for re-bid, or may result in a bid being awarded to the next lowest Offeror. Notice of a claim of right to withdraw a bid submitted in error, after the bid opening, must be made in writing and filed with Franklin County Purchasing Department within two (2) business days after the conclusion of the bid opening procedure.

2) When there are errors in multiplication or addition in a bid, the unit price quoted will be used for calculating the correct total bid. If the error is in the unit price, the bid will automatically be disqualified. Notice of a claim of right to withdraw such bid must be made in writing filed with the contracting authority within two (2) business days after the conclusion of the bid opening procedure (O.R.C. §9.31).

Section 2.11 Bids are Firm for 90-Days

Unless stated otherwise, once opened all bids are irrevocable for ninety (90) days. Beyond ninety (90) days, Offeror will have the option to honor their Bid or make a written request to withdraw their bid from consideration.

Section 2.12 Bid Rejections

Ohio Revised Code §307.90 and §307.91 permits Franklin County to reject all bids and advertise for new bids on the required items, products, or services. Franklin County may reject any bid, in whole or in part, if any of the following circumstances are true:

1) Bids offer supplies or services that are not in compliance with the requirements, specifications, terms, or conditions stated in the Invitation to Bid.

2) Franklin County determines that awarding any item is not in the best interest of the County.

3) Franklin County reserves the right to reject any or all of the bids on any basis without disclosure of a reason. The failure to make such a disclosure will not result in the accrual of any right, claim, or cause of action by any unsuccessful contractor against Franklin County.

Section 2.13 Lowest and Best Offeror

An Offeror is lowest and best if its bid offers the best-cost and supply or service in comparison to all other Offerors as set forth in the evaluation paragraph in the bid. Franklin County reserves the right to award the contract to the offeror that may have a higher price and by evaluation best meets the county's requirements.

Section 2.14 Evaluation Process

The evaluation process will consist of the following phases:

- 1) Initial review of bids
- 2) Evaluation of Bids, Offeror qualifications, past experience and Price

During the evaluation process, Franklin County may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct defects in its bid if Franklin County believes doing so does not result in an unfair advantage for the Offeror and it is in Franklin County's interests to do so.

Phase 1 - Initial Review of Bid

Franklin County will review all bids for their format and completeness.

Phase 2 - Evaluation of Bid Documents

Franklin County will evaluate each bid and the requirements according to the criteria contained in this part of the ITB. At any time during this phase, Franklin County may ask an Offeror to clarify any portions of its bid.

Bid Evaluation Criteria

Franklin County will rate the Bids submitted in response to this ITB based on specific criteria.

Franklin County's determination of "lowest and best" offeror includes, but is not limited to the following factors (not ranked in any relative order of importance):

- 1) Price of good or services
- 2) Capability of the Offeror to perform specifications
- 3) Quality of product/services in relation to specifications
- 4) The experience / references of the Offeror
- 5) The Offeror's conduct and performance on previous contracts

Your standard Administrative contract will not be accepted as deviation from specifications and will not be considered during evaluation or negotiations.

This is intended to be an all or none bid; however, if it is in the best interest of Franklin County, the County reserves the right to, award to multiple vendors, to reject all bids and re-bid, or not to make any award on an "ALL or NONE" basis. Bids are typically evaluated within 60-days.

Section 2.15 Communication during Evaluation

- 1) During the evaluation process, unless requested by County as part of the evaluation process, any attempt on the part of the offeror, the offertory's agent(s), or any party representing the offeror, to submit correspondence that is determined by County to be an attempt to compromise the impartiality of the evaluation or any party on the part of the offeror, the offertory's agent(s), or any party representing the offeror to communicate with any member of the County regarding the evaluation process may be ground for immediate disqualification of the offeror. A determination to cease the evaluation or reverse an award determination will be at the sole discretion of the County.
- 2) County may request additional information to evaluate an offertory's responsiveness to the Invitation to Bid or to evaluate an offertory's responsibility. If an offeror does not provide the requested information, it may adversely impact County's evaluation of the offertory's responsiveness or responsibility.

Section 2.16 References

An offeror must include with their Bid, at least three (3) references, and include company names, addresses, telephone number(s), and names of person(s) to contact. Complete Appendix B with references that can accurately reflect your business relationship with them. References should be of similar scope and size to Franklin County and the using the goods or services requested by Franklin County in a similar manner.

Section 3 Pricing and Estimates

Section 3.01 Pricing

A pricing sheet has been provided in Appendix E. Please complete the sheet as requested in the instructions for that section. All pricing is firm and fixed for the contracted periods.

Contract Terms and Conditions

Section 4 Miscellaneous Terms

Section 4.01 Standard of Care.

Contractor will discharge its obligations under the Services Agreement with that level of reasonable care which a similarly situated business would exercise under similar circumstances.

Section 4.02 Indemnification

The Contractor shall assume the defense of, indemnify, and save harmless Franklin County and all Franklin County Agencies, including public officials, and employees acting in the course of their employment, but not as Members from any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities that may arise from the related Contractor's performance of the work required under this contract and including Contractor's employees and agents.

Section 4.03 Offeror's Warranty against an Unresolved Finding for Recovery

Ohio Revised Code (O.R.C.) §9.24 prohibits the County from awarding a contract to any offeror against whom the Auditor of the State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of the award. By submitting a bid, Offeror warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under O.R.C. §9.24, prior-to the award of any contract arising out of the ITB, without notifying the County of such finding.

Section 4.04 Performance Bond Requirements

The successful Contractor is required to provide a performance bond in the amount of 100% of the total amount proposed for the first year of the contract period, within ten (10) days after approval of a contract by the Franklin County Board of Commissioners. The Contractor must also provide Franklin County with a performance bond in the same amount, at least (ten) 10 days prior to the commencement of any subsequent contract year, including each renewal year. The Contractor must submit the name and address of the surety company who will provide this performance bond in Appendix C.

Section 4.05 Ethics

All Contractors and employees of Franklin County are bound by the Ethics Laws of Ohio. Any Contractor or employee who violates any of these laws will be subject to penalties set forth by law.

Section 4.06 Public Record and Treatment of Confidential and Proprietary Information

After the bids are opened they are public record as defined in Ohio Revised Code (O.R.C.) §149.93 and are subject to all laws appurtenant thereto.

All materials in the bid will become the property of Franklin County and may be returned only at the County's discretion. Materials received constitute public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to O.R.C. §149.43. Any portion of the bid to be held confidential should be marked to that effect and will not be considered public record if it clearly falls within an exemption enumerated in O.R.C. §149.43. Pricing pages of the bid document shall be considered public information.

Section 4.07 Subcontracting

Contractor confirms that it will be the primary contractor who will be performing the work under the Contract. Contractor may use subcontractors for portions of the work under the Contract, but Contractor will remain the primary contractor and will remain liable for all work performed hereunder regardless of whether performed directly by it or by a subcontracted entity. Prior to the Effective Date, Contractor will provide Franklin County with a list of subcontractors it currently uses.

Contractor shall not use any subcontractor who has been subject to action that limits the subcontractor's right to do business with the local, state, or federal government.

Section 4.08 Consent to Assign

Contractor will not assign any of its rights under this Contract unless County consents to the assignment, in writing. Any purported assignment made without County's written consent is void and may be subject to termination of the contract. County may assert against an assignee any claim or defense County may have against the assignor.

Section 4.09 Record Keeping

The contractor will keep all financial records consistent with Generally Accepted Accounting Principles (GAAP). During the period covered by the contract and is required to provide the Franklin County Purchasing Department, Board of Commissioners, or their designated representative, authorized representatives (for the Contractor), and any person or agency instrumentally involved in providing financial support for the contract work access and right to examine any books, documents, papers, or records related to this contract. Claims documentation may be reviewed through a formal Audit and are not subject to the work access requirements set forth in this paragraph.

Section 4.10 Insurance Requirements

ALL INSURANCE COMPANIES PROVIDING COVERAGE SHALL BE LICENSED TO DO BUSINESS IN THE STATE OF OHIO.

Throughout the contract period, the Contractor must maintain a comprehensive insurance program affording as a minimum the items indicated below: A Certificate of Insurance reflecting the required coverage and amount must be submitted with Contractors response. The Franklin County Board of Commissioners must be identified as **additional insured, project name, and the bid number** must be included on the Certificate of Insurance. If there is any change in the Contractor's insurance carrier or liability amounts, a new certificate must be provided to the Franklin County Purchasing within seven (7) calendar days of change.

Comprehensive General Liability: up to \$1,000,000 single limit occurrence including coverage for: a) Personal Injury Liability: all sums, which the company shall become legally obligated to pay as damages because of bodily injury, sickness, or disease including death at any time resulting there from, sustained by any person other than its employees; b) Broad form Property Damage Liability; c) products and completed operations; d) premises and completed operations; and e) contractual liability insuring the obligations assumed by the Vendor under the Contract. This insurance does not apply or shall not be construed as being applicable to liability for damages arising out of bodily injury to any person or damage to any property of others resulting from the negligence of the Franklin County Board of Commissioners, its officers, employees or agents.

Automobile Liability Insurance: all sums, which the company shall become legally obligated to pay as damages because of injury to or destruction caused by occurrence rising out of ownership, maintenance or use of any automobile.

Excess Annual Aggregate Limit: \$1,000,000 dollars

During the term of this Contract and any renewal thereto, the Contractor, and any agent of the Contractor, at its sole cost and expense, shall maintain the required insurance coverage as described in the Contract. County may require the Contractor to provide respective certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate within a seven (7) calendar day period may be considered as default.

Section 5 Time of Performance

Section 5.01 Time of Contract

The exact Contract commencement date and expiration date shall be set forth in the negotiated contract. The Contract is effective on the later of the Effective date or the date upon the signatures of the Franklin County Board of Commissioners. The Contract beginning date is subject to the approval of the Commissioners. This Contract will remain in effect until the end date as noted on the Contract or until the Contract is fully performed by both parties or until it terminates in accordance with the termination language of the Contract. The contract is for a period of three years with the option to extend for two additional 1-year periods at the sole discretion of the Board of Franklin County Commissioners.

Section 5.02 Contract Extension and Price Increase

The vendor, unless otherwise stated, must request any price or unit cost increases 45-days before the extension date of the contract. Pricing under any Contract extension will be firm and fixed for the extension period. All price increase

requests must have verifiable justification.

Franklin County may request, based on economic conditions, a price decrease with verifiable justification prior to granting any Contract extension.

Any justified price increases or decreases for the extension periods must be approved by the contracted agency(s) and by the Board of Franklin County Commissioners.

Section 5.03 Contract Extension at the End of Any Contract Period

The Contract shall be automatically extended for 90 days, at the option of the County, to allow for the award of a new proposal or completion of the contract extension.

Section 6 Delivery

Section 6.01 F.O.B. - Destination

Contractor must provide supplies or services under this Contract F.O.B. - Destination. The place of delivery will be specified by the participating agency on the agency's purchase order or other ordering document. Freight will be prepaid and will be documented on the delivery invoice. See Appendix E for additional information.

Section 6.02 Time of Delivery

If Contractor is not able to deliver the supplies or services on the date and time specified by the participating agency on the agency's order document, Contractor must coordinate an acceptable date and time for delivery to the agency. If Contractor is not able to or does not provide the supplies or services to a participating agency by the date and time provided / requested or by the date and time later agreed upon, the County may obtain any remedy authorized under this agreement or by law.

Section 6.03 Minimum Orders

There is no minimum order limits authorized, unless stated otherwise. The Contractor will utilize the most economical and expeditious method for proper delivery of items. If authorized by the Contract a delivery fee may be applied for expedited delivery (e.g. over-night, air, etc). All fees will be noted in the Contract at the time of submittal.

Section 6.04 Estimated Usage

Unless otherwise stated, the usage indicated for each item(s) are to be considered as estimates only and should be considered as information relative to potential purchases that may be made from the Contract. Franklin County makes no representation or guarantee as to the actual amount of products or services to be purchased by the participating agencies.

All quantities shown are estimated quantities and are to be used for planning purposes only.

Section 7 Invoicing, Payment and Taxes

Section 7.01 Standard Invoice and Payment

The Contractor shall submit a proper invoice to the ordering agency upon shipment of the supplies or performance of service as described on the purchase order to receive consideration for payment. A "proper invoice" is defined as being free of defects, discrepancies, errors, or other improprieties. Improper invoices will be returned to the Contractor noting the areas of discrepancy.

Invoice shall include, at a minimum:

- 1) Agency account code
- 2) Name and address of the offeror
- 3) Billing period
- 4) Location
- 5) Unit cost (must match Contract pricing)
- 6) Calculated extended cost
- 7) Shipping/billing address
- 8) Customer service telephone number

Section 7.02 Payment Due Date

Franklin County normally makes payments within 45-days from the day the invoice is received and / or acceptance of supplies or services. Agencies only process an invoice for payment after delivery and acceptance of the ordered

supplies or services have been completed or transpired. Franklin County will not pay late fees, interest, or other penalties for later payment, unless otherwise stated. Any entity authorized to utilize this Contract, outside the responsibility of Franklin County, is responsible for all orders, invoices, payment, and / or tracking.

Section 7.03 Taxes

Franklin County and the agencies therein responsible for are exempt from all federal, state, and local taxes. Participating Franklin County agencies will not pay any taxes on supplies or services purchased from a Contractor, unless the Special Contract terms and conditions state otherwise. A tax-exempt certificate will be provided on request by the Contractor receiving the award.

Section 8 Contract Administration and Reports

Section 8.01 Contract Administration

The management of the Franklin County Public Facilities Management and the Franklin County Purchasing Department will be responsible for the administration of the Contract and will monitor the Contractors performance and compliance with the terms, conditions, and specifications of the Contract. If any agency observes any infraction(s), such shall be documented and conveyed to the Purchasing Department for immediate remedy. The Contractor will be notified by Purchasing, failure for the Contractor to rectify the infraction(s) may result in Contractor being deemed in default, whereas, County may apply the termination clauses of this Contract.

Section 8.02 Usage Reports

The management of the Franklin County may request various reports regarding performance of this Contract. The Contractor will respond to such requests in a timely manner. All reports will be provided a no cost to the County.

Section 8.03 Quality Assurance

The Contractor is responsible for the quality of the services rendered to Franklin County in meeting the requirements set forth in this contract.

Section 8.04 Warranties

Not applicable to this contract.

Section 8.05 Returned Goods Policy

Not applicable to this contract.

Section 9 Contract Cancellation; Termination; Remedies

Section 9.01 Contract Cancellation

If the Contractor fails to perform any one of its obligation under this Contract, it will be in default and County may cancel this Contract in accordance with this section. The cancellation will be effective on the date delineated by County.

1) 30-Day Notice Termination:

Franklin County reserves the right to terminate the resulting Contract immediately for its convenience by giving the vendor 30-days written notice. If this Contract is terminated for convenience, Franklin County shall be liable only for payment under the payment provisions of the resulting contract for goods and services rendered before the effective date of termination.

2) Non-Appropriation of Funds:

This Contract is contingent upon Franklin County budgeting and appropriating the funds on an annual basis necessary for the continuation of this Contract in any contract year. In the event that the funds necessary for the continuation of this Contract are not approved for expenditure in any year, this Contract shall terminate on the last day of the fiscal year in which funding was approved, without penalty to Franklin County. Franklin County will provide the Contractor with written notification within 10 business days after being notified that the funding of the Material Testing and Inspection Services is no longer approved.

3) Cancellation for Failure to Retain Certification:

Pursuant to the requirements as stated in the Contract, all certifications and / or registrations must be maintained for the life of the Contract. Failures to renew and certification(s) or the de-certification by certifying entity, may result in the

immediate termination of the Contract.

4) Cancellation for Financial Instability:

Franklin County may cancel this Contract by written notice to the Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.

Section 9.02 Termination for Default:

Franklin County may, subject to the paragraphs below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- a) Deliver the supplies or to perform the services within the time specified in this Contract or any extension;
 - b) Make progress, so as to endanger performance of this Contract.
- 1) Franklin County **may exercise** its right to terminate this Contract under this Section of the Contract if after receipt of the notice from Franklin County specifying the failure the Contractor **does not offer a plan to cure** such failure within 10-days (or more if authorized in writing by Franklin County). This paragraph only requires that the Contractor present their plan and timeline in which they intend to cure the failure.
 - 2) If Franklin County terminates this Contract in whole or in part, for default under this Section 8.02 it may acquire, under the terms and in the manner, the County considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to Franklin County for any excess costs for those supplies or services. The maximum amount of liability of the Contractor shall not exceed the total amount of Administrative Service fees that have been paid to the Contractor as of the termination date of the Contract. However, the Contractor shall continue the work not terminated.
 - 3) Force Majeure: Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
 - 4) If failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of the Contractor and subcontractor, and without fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
 - 5) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Franklin County.

Section 9.03 Actual Liabilities

Contractor is liable for all damages caused by the Contractor's default or negligence. The County may buy substitute services or supplies, from a third party, for those that were to be provided by the Contractor. The County may recover the costs associated with acquiring substitute supplies or services, less any expense or costs saved by Contractor's default, from Contractor. The maximum amount of liability to the Contractor shall not exceed the total amount of payments that have been paid to the Contractor as of the termination date of the Contract.

Section 10 Certifications and Affidavits

Section 10.01 Suspension and Debarments

The County will not award a Contract for goods or services, funded in whole or in part with Federal funds, to a person or vendor who has been suspended or debarred from doing business with the State of Ohio or who appears on the Federal List of Excluded Parties Listing System <https://epls.arnet.gov/>.

Section 10.02 Legal Compliance

The Contractor must agree to comply with all applicable local, state, and federal laws in the performance of the work specified in this bid including applicable state and federal laws regarding drug-free work places. The Contractor will be required to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to; Unemployment Compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security deductions, and any other taxes or payroll deductions required for all employees engaged by the Contractor in the performance of the work specified in this bid.

Section 10.03 Workers' Compensation Provision

The Contractor shall be required to carry Workers' Compensation Liability Insurance as required by Ohio law for any work to be performed within the state of Ohio, as applicable by law. Unless otherwise listed in the bid specifications, the awarded Contractor will be required to provide said certificate within seven (7) calendar days after notification to award to: Franklin County, Purchasing Department, 25th Floor, 373 S. High St., Columbus, OH 43215-4599. Failure to provide certificate within the stated time period may deem the Contractor as non-responsive and dismissal of award recommendation. Failure to maintain Workers' Compensation Liability Insurance coverage as required by law and any renewal thereto will be considered as a default.

Section 10.04 Non-Collusion Certification

By the signature affixed on Appendix A Exhibit 1 (*Non-Collusion Affidavit*) of the Bid, the Contractor certifies that he/she is (sole owner, partner, president, secretary, etc.) of the party making the forgoing bid; that such bid is genuine and not collusive or sham; that Contractor has not colluded, conspired or agreed, directly or indirectly, with any Offeror or person, to put in a sham bid; or colluded or conspired to have another not bid and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person to fix the bids price of its bid or any other Offeror, or that of any other Offeror, or to secure any advantage against any Offeror or any person or persons interested in the proposed Contract and that all statements contained in the bid are true; and further, that the Contractor has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged any related information or data to any association or to any member or agent of any association.

Section 10.05 Non-Discrimination / Equal Opportunity Provisions

By the signature affixed on Appendix A Exhibit 2 (*Non-Discrimination / Equal Opportunity Affidavit*), the Contractor certifies that he/she complies with all applicable laws regarding Non-Discrimination / Equal Opportunity. All Contractors must be willing to enter a Contract containing the express language contained in §125.111 of the Ohio Revised Code, which requires the following:

Every Contract for or on behalf of the state or any of its political subdivisions for the purchase of materials, equipment, supplies, contract of insurance, or services shall contain provisions similar to those required by §153.59 of the Ohio Revised Code, in the case of construction contracts by which the Contractor agrees to both of the following:

That in the hiring of employees for the performance of work under the Contract or any subcontract no contractor or subcontractor shall, by reasons of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Contract relates.

That no Contractor, Subcontractor, or any person acting on behalf of any Contractor or Subcontractor shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the Contract on account of race, color, religion, sex, age, handicap, national origin, or ancestry.

All Contractors who contract with the state or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in §122.71 of the Ohio Revised Code. Annually, each such Contractor shall file a description of the affirmative action program and a progress report on its implementation with the Ohio Civil Rights commission and the Minority Business Development Office established under §122.92 of the Ohio Revised Code.

Section 10.06 Delinquent Personal Property Taxes

By the signature affixed on Appendix A Exhibit 3 (*Delinquent Personal Property Taxes*) of the Bid, the Contractor certifies that they are not charged with delinquent personal property taxes on the general list of personal property in Franklin County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio.

Section 10.07 Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization

Ohio Revised Code Section 2909.21 Terrorism requires that any contract that will result in a Contractor receiving funding in an aggregate amount greater than \$100,000 annually shall certify that it does not provide material assistance to any organization on the United States Department of State Terrorist exclusion list. **Prior to award** of the Contract, the successful Contractor shall complete the DMA Form (attached Appendix A-4). Affixing a signature on Appendix

A Exhibit 4 (Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization) of the Bid, the Contractor certifies that it does not provide material assistance to any organization on the list, and that failure to complete the form or answer “yes” to any question shall serve for the purposes of this affidavit as a disclosure of the provision of assistance to an organization that is listed on the terrorist exclusion list (attached with the DMA form).

Section 11 Special Considerations

Section 11.01 Green Initiatives

By adoption of Resolution 683-06, the Franklin County Board of Commissioners established the county’s commitment to the mutually compatible goals of environmental protection and economic growth, and also expressed its intention to promote sustainable principles in policy decisions and programs. In that spirit, the County (a) promotes the purchase and use of products and services that enhance environmental, social and economic health; (b) develops waste management policies that reduce the amount of materials directed to landfills for disposal; and, (c) improves air quality through environmentally appropriate fleet management practices concerning vehicle performance and use of alternative fuels.

It is Franklin County’s intention to purchase goods that are manufactured using the least amount of new materials, the least amount of energy for their production and which make the least contribution to environmental pollution. In addition, it is Franklin County’s intent to do business with providers of goods and service who promote sustainable environmental policies within their own businesses and while doing business with Franklin County.

In order to meet the intent of the Board of Commissioners’ environmental and sustainability policy, vendors shall provide information in their bids, bids or offers concerning the manufacturing processes used to produce their offered product; the percentage amount of recycled material contained in the product; the percentage amount of the item that can be recycled; and, whether the product meets EPA standards or has received certification/approval from an independent third party organization such as “Green Seal”, “Indoor Advantage”, “Eco Logo” or “Energy Star”.

To enable the Board to make selections consistent with this policy, vendors may submit a bid, bid or offer proposing alternative products to the goods that were bid or specified.

Section 11.02 Joint Purchasing Program Contract Opportunities

Not applicable to this contract.

Appendix A

Affidavits and Declarations

The following pages contain the affidavits and declarations required for this bid.

NON-COLLUSION AFFIDAVIT
Exhibit A-1

STATE OF OHIO,

COUNTY OF FRANKLIN, SS:

_____ being first duly SWORN,
deposes and says that they are the _____ or authorized representative
of _____

or is the party submitting this bids; that such bids is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person to submit a sham bids, or refrain from bidding; has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bids price of affiant or any other bidder; to fix any overhead, profit or cost element of said bids price, or of that of any other bidder; to secure any advantage against the County of Franklin or any person or persons interested in the proposed contract; that all statements contained in said bids of bids are true, and that, such bidder has not, directly or indirectly submitted this bids, or the contents thereof, or divulged information or data relative thereto to any other potential bidder. Further, Affiant affirms that no county employee has any financial interest in this company or the bids being submitted.

Affiant and Title

SWORN to before me and subscribed in my presence this

_____ day of _____, 20____.

Notary Public

My Commission expires _____, 20____ (Seal)

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT
Exhibit A-2

STATE OF _____
COUNTY/PARISH OF _____

SS:

_____ being first
Printed Name

duly sworn, deposes and says that they are

(President, Secretary, etc.)

of _____, the party who made the foregoing bids; that such party as contractor does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. If awarded the bids and contract under this bids, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex, or national origin. If successful as the lowest and best bidder under the foregoing bids, this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment, setting forth the provisions of this affidavit.

Signature

Affiant

Company/Corporation

Address

City/State/Zip Code

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public

My Commission expires _____, 20_____. (Seal)

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

Exhibit A-3

This sworn affidavit should be properly completed by the authorized representative of your firm and will be incorporated as a portion of the bids and resulting contract for the following:

Project: Security Services

Department: Franklin County Public Facilities Management

ITB No.: 2009-03-63

State of _____ County of _____, ss:

_____ Being first duly sworn, deposes and says that he/she is the
(Name)

_____ of _____
(Title)

with offices located at _____,

and as it's duly, authorized representative states that effective this day of _____,

- () is not charged with delinquent property taxes on the general list of personal property in Franklin County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio.
- () is charged with delinquent personal property taxes on the general list of personal property in Franklin County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio.

County Amount: _____ (include total amount and any penalties and interest thereon)

Franklin \$ _____

_____ \$ _____

_____ \$ _____

(Affiant)

Sworn to and subscribed this _____ day of _____, 20____.

(Notary Public)

Section 5719.042 O.R.C.

My Commission expires _____, 20____ (Seal)

Exhibit 4

DECLARATION REGARDING MATERIAL ASSISTNACE / NONASSISTANCE
TO A TERRORIST ORGANIZATION

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME			
BUSINESS ADDRESS			
CITY	STATE	ZIP	COUNTY
PHONE NUMBER			

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?
☐ Yes ☐ No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X

Signature

Date

**Ohio Department of Public Safety
Ohio Homeland Security**

U.S. Department of State Terrorist Exclusion List

Terrorist Exclusion List Designees

- Al-Ittihad al-Islami (AI)AI)
- Al-Wafa al-Igatha al-Islamia
- Asbat al-Ansar
- Darkazanli Company
- Salafist Group for Call and Combat (GSPC)
- Islamic Army of Aden
- Libyan Islamic Fighting Group
- Makhtab al-Khidmat
- Al-Hamati Sweets Bakeries
- Al-Nur Honey Center
- Al-Rashid Trust
- Al-Shifa Honey Press for Industry and Commerce
- Jaysh-e-Mohammed
- Jamiat al-Ta'awun al-Islamiyya
- Alex Boncayao Brigade (ABB)
- Army for the Liberation of Rwanda (ALIR) -- AKA: Interahamwe, Former Armed Forces (EX-FAR)
- First of October Antifascist Resistance Group (GRAPO) -- AKA: Grupo de Resistencia Anti-Fascista Primero De Octubre
- Lashkar-e-Tayyiba (LT) -- AKA: Army of the Righteous
- Continuity Irish Republican Army (CIRA) -- AKA: Continuity Army Council
- Orange Volunteers (OV)
- Red Hand Defenders (RHD)
- New People's Army (NPA)
- People Against Gangsterism and Drugs (PAGAD)
- Revolutionary United Front (RUF)
- Al-Ma'unah
- Jayshullah
- Black Star
- Anarchist Faction for Overthrow
- Red Brigades-Combatant Communist Party (BR-PCC)
- Revolutionary Proletarian Nucleus
- Turkish Hizballah
- Jerusalem Warriors
- Islamic Renewal and Reform Organization
- The Pentagon Gang
- Japanese Red Army (JRA)
- Jamiat ul-Mujahideen (JUM)
- Harakat ul Jihad i Islami (HUJI)
- The Allied Democratic Forces (ADF)
- The Lord's Resistance Army (LRA)

Ohio Department of Public Safety
Ohio Homeland Security

Designated on February 18, 2003

- Al Taqwa Trade, Property and Industry Company Ltd. (f.k.a. Al Taqwa Trade, Property and Industry; f.k.a. Al Taqwa Trade, Property and Industry Establishment; f.k.a. Himmat Establishment)
- Bank Al Taqwa Ltd. (a.k.a. Al Taqwa Bank; a.k.a. Bank Al Taqwa)
- Nada Management Organization (f.k.a. Al Taqwa Management Organization SA)
- Youssef M. Nada & Co. Gesellschaft M.B.H.
- Ummah Tameer E-Nau (UTN) (a.k.a. Foundation for Construction; a.k.a. Nation Building; a.k.a. Reconstruction Foundation; a.k.a. Reconstruction of the Islamic Community; a.k.a. Reconstruction of the Muslim Ummah; a.k.a. Ummah Tameer I-Nau; a.k.a. Ummah Tamir E-Nau; a.k.a. Ummah Tamir I-Nau; a.k.a. Ummat Tamir E-Nau; a.k.a. Ummat Tamir-I-Pau)
- Loyalist Volunteer Force (LVF)
- Ulster Defense Association (a.k.a. Ulster Freedom Fighters)
- Afghan Support Committee (a.k.a. Ahya ul Turas; a.k.a. Jamiat Ayat-ur-Rhas al Islamia; a.k.a. Jamiat Ihya ul Turath al Islamia; a.k.a. Lajnat el Masa Eidatul Afghanistan)
- Revival of Islamic Heritage Society (Pakistan and Afghanistan offices -- Kuwait office not designated) (a.k.a. Jamia Ihya ul Turath; a.k.a. Jamiat Ihia Al- Turath Al-Islamiya; a.k.a. Revival of Islamic Society Heritage on the African Continent)

REFERENCES

Appendix B

REFERENCES

Contractors are required to submit with their bids three (3) references of current project locations in the state of Ohio, and preferably in the greater Columbus area. Two of the three references have to be major large facilities (20,000 contract hours a year or greater). These must be contracts that they have serviced in the past 24 months. Also acceptable are contracts servicing major governmental or corporate facility installations that have multiple building/facility locations to service under the security contract.

Reference #1

NAME_____

ADDRESS_____

CITY_____ STATE_____ ZIP_____

CONTACT NAME_____

PHONE NUMBER OFFICE _____ CELLULAR _____

YEAR OF SERVICE PROVIDED_____

NUMBER OF CONTRACT HOURS PER YEAR_____

NUMBER OF OPEN POST HOURS PER YEAR_____

NUMBER OF FLOORS IN FACILITY(S)_____

NUMBER OF BULIDINGS IN CONTRACT_____

Reverence #2

NAME_____

ADDRESS_____

CITY_____ STATE____ ZIP_____

CONTACT NAME_____

PHONE NUMBER OFFICE _____ CELLULAR _____

YEAR OF SERVICE PROVIDED _____

NUMBER OF CONTRACT HOURS PER YEAR _____

NUMBER OF OPEN POST HOURS PER YEAR _____

NUMBER OF FLOORS IN FACILITY(s) _____

NUMBER OF BULIDINGS IN CONTRACT _____

Reference #3

NAME_____

ADDRESS_____

CITY_____ STATE____ ZIP_____

CONTACT NAME_____

PHONE NUMBER OFFICE _____ CELLULAR _____

YEAR OF SERVICE PROVIDED _____

NUMBER OF CONTRACT HOURS PER YEAR _____

NUMBER OF OPEN POST HOURS PER YEAR _____

NUMBER OF FLOORS IN FACILITY(s) _____

NUMBER OF BULIDINGS IN CONTRACT _____

Appendix C
PERFORMANCE BOND DATA SHEET

Please provide the name and other information for the company that will provide the performance bond for this bid.

Name: _____

Address: _____

City & State _____

Zip Code and Phone Number: _____

Appendix D

Instructions

The Franklin County Board of Commissioners is seeking ways to reduce the amount of paper submitted required to be submitted with bids.

For your bid to be complete, please choose one of the below options for your bid submission.

Option 1 requires three signed hard copies of all the documents and scanning all the completed documents to a CDROM or floppy disc.

Option 2 requires 3 original signature and 3 copies of the original signatures.

Appendix D

*****Option 1 Preferred Bidder Deliverables Checklist*****

All of the Below The Below Requested Documents + Scanned to a CD Rom

Form Or Document	Description & Number of Documents	✓
BID BOND REQUIREMENT Refer to Section 2.02 General Terms & Conditions. <i>Failure to provide the Bid Bond as described in this Section will deem your bid non-responsive and <u>your bid will not receive further consideration.</u></i>	One \$500.00 bid bond in form of a: • Surety Bond • A Certified Check, Cashier's Check, Official Check or Money Order from a solvent bank or savings and loan association. • Money Orders from the United States Post Office are acceptable. • Company and Personal Checks are not permissible. Bid Bonds <u>must</u> be made payable to or identify as the payee or obligee “The Franklin County Board of Commissioners.”	
One Original Copy (unless otherwise noted) of all Documents in this Bid in Completed Form	As Listed Below. Also include the Terms and Conditions to acknowledge receipt and acceptance.	
PUR ITB 1000 Invitation to Bid Form	Three (3) Documents with original signatures.	
Contract Terms and Conditions, PUR-GTC1001<u>in its entirety</u>)	3 Copies <i>NOTE: Any vendor modifications annotated on the bid document will be deemed as taking exception to the specifications or terms and conditions will deem your bid as non-responsive and will not receive further consideration</i>	
Workmen’s Compensation Liability Certificate	3 Copies (If required by law to provide)	
Certificate of Insurance	3 Copies. The Franklin County Board of Commissioners and this Bid Number must be identified as additional insured.	
Appendix A-1, A-2 & A-3 Collusion, Tax & Non-Discrimination Affidavits	1 Signed and Notarized Original and 2 copies of Each Completed Document	
Appendix A-4 Declaration RE: Material Assistance/Non-Assistance to a Terrorist Organization	1 Signed Original and 2 copies of the Completed Document.	
Appendix B References	1 Original and 2 copies of the Completed Original Document	
Appendix C Performance Bond	1 Original and 2 copies of the Completed Original Document. If no performance bond is required, leave blank.	
Appendix D Bidders Deliverable List	1 Original and two copies of the Original Document Completed Indicating Fulfilling the Requested Deliverables.	
Appendix E Pricing Sheet	1 Original and two copies of the Completed Document.	
Appendix F Scope of Work	3 Copies of the Scope of Work.	

ADDITIONAL BIDDER DELIVERABLES LIST

The following items must be included, in chronological order, with the Contractor's bid:

- 1) Proof of Insurance Coverage including type and amount and with Franklin County named as "Additional Insured" (Insurance Requirements, Sec. 1.16).
- 2) Contractor's business information to include Official Firm Name, Address, and Telephone number on letterhead (Scope of Work, Sec.1.03, Part A).
- 3) Contractor's Federal Identification Number (Scope of Work Sec. 1.03, Part A).
- 4) Certification by the State of Ohio for security and/or watch services (Sec. 1.03, Part B).
- 5) Provide experience within Franklin County area (Scope of Work, Sec 1.03, Part C).
- 6) Provide proof of similar size/operation (Scope of Work, Sec. 1.03, Part C).
- 7) Provide major experience based on past contracts (Scope of Work, Sec. 1.03, Part C).
- 8) Provide major facility (high rise, ten or more floors) security guard experience (Scope of Work, Sec. 1.03, Part C).
- 9) Provide Governmental multiple building/facility experience (Scope of Work, Sec. 1.03, Part C)
- 10) Location of Central Administrative Office and description of dispatching system (Scope of Work, Sec. 1.03, Part E).
- 11) Start-up Plan (Scope of Work, Sec. 1.03, Part F).
- 12) Quality Assurance Plan (Scope of Work, Sec. 1.04, Part H).
- 13) Permits and licenses (Scope of Work, Sec. 1.03, Part H).
- 14) Provide a list of key personnel (Scope of Work, Sec. 1.04, Part K).
- 15) Resumes of proposed Shift Commanders (Scope of Work, Sec. 1.05, Part B).
- 16) Professional Training Program (Scope of Work, Sec. 1.08, Part B).
- 17) Sample Inspection Report (Scope of Work, Sec.1.04, Part G).
- 18) Operations Manual (Scope of Work, Sec. 1.12, Part A).
- 19) Performance Bond Information – three (3) originals and three (3) copies required.
- 20) Instruction to Bidder and Contract Terms and Conditions Forms PUR-GTC 1001 in its entirety. Any modification will be deemed as taking exception to the term and conditions, and may be reason for disqualification of a bid. Three (3) copies submitted with above documents.
- 21) Submit all requested information, samples or other requests. Please provide as requested in bid documents (Appendix F).

Appendix E

Pricing Sheet SECURITY SERVICES ITB PRICING RESPONSE FORM

Date: _____ Telephone: _____
Bidder: _____ Contact Name: _____
Address: _____ Signature: _____

SECTION A

Hourly Scheduled Bill Rates

1.1 Category	First Year Bill Rate	Second Year Bill Rate	Third Year Bill Rate	Fourth Year Bill Rate	Fifth Year Bill Rate
Shift Commander/Trainer	\$	\$	\$	\$	\$
Security Officer	\$	\$	\$	\$	\$

Hourly Un-Scheduled Bill Rate

1.2 Category	First Year Bill Rate	Second Year Bill Rate	Third Year Bill Rate	Fourth Year Bill Rate	Fifth Year Bill Rate
Shift Commander/Trainer	\$	\$	\$	\$	\$
Security Officer	\$	\$	\$	\$	\$

Annual Hours and Price

1.3 Category	Annual Hours	First Year Bill Rate	Second Year Bill Rate	Third Year Bill Rate	Fourth Year Bill Rate	Fifth Year Bill Rate
Shift Commander/Trainer	2080	\$	\$	\$	\$	\$
Security Officer	17,368	\$	\$	\$	\$	\$
Total		\$	\$	\$	\$	\$

Note: For bid purposes, total annual hours were computed based on 52 weeks per year.

First Year Price:\$_____ Third Year Price:\$_____

Second Year Price:\$_____ Fourth Year Price:\$_____ Fifth Year Price \$_____

SECURITY SERVICES ITB PRICING RESPONSE FORM

Date: _____ **Telephone:** _____
Bidder: _____ **Contact Name:** _____
Address: _____ **Signature:** _____

SECTION B

Hourly Scheduled Bill Rates

1.4 Category	First Year Bill Rate	Second Year Bill Rate	Third Year Bill Rate	Fourth Year Bill Rate	Fifth Year Bill Rate
Shift Commander/Trainer	\$	\$	\$	\$	\$
Security Officer	\$	\$	\$	\$	\$

Hourly Un-Scheduled Bill Rate

1.5 Category	First Year Bill Rate	Second Year Bill Rate	Third Year Bill Rate	Fourth Year Bill Rate	Fifth Year Bill Rate
Shift Commander/Trainer	\$	\$	\$	\$	\$
Security Officer	\$	\$	\$	\$	\$

Annual Hours and Price

1.6 Category	Annual Hours	First Year Bill Rate	Second Year Bill Rate	Third Year Bill Rate	Fourth Year Bill Rate	Fifth Year Bill Rate
Shift Commander/Trainer	2080	\$	\$	\$	\$	\$
Security Officer	54,288	\$	\$	\$	\$	\$
Total		\$	\$	\$	\$	\$

Cooper Stadium Vehicle Rate: \$_____

Note: For bid purposes, total annual hours were computed based on 52 weeks per year.

First Year Price:\$_____ Third Year Price:\$_____
 Second Year Price:\$_____ Fourth Year Price:\$_____ Fifth Year Price \$:_____

SECURITY SERVICES ITB PRICING RESPONSE FORM

Date: _____ **Telephone:** _____
Bidder: _____ **Contact Name:** _____
Address: _____ **Signature:** _____

CONTRACT (Contract = Section A + Section B) Hourly Scheduled Bill Rates

1.7 Category	First Year Bill Rate	Second Year Bill Rate	Third Year Bill Rate	Fourth Year Bill Rate	Fifth Year Bill Rate
Shift Commander/Trainer	\$	\$	\$	\$	\$
Security Officer	\$	\$	\$	\$	\$

Hourly Un-Scheduled Bill Rate

1.8 Category	First Year Bill Rate	Second Year Bill Rate	Third Year Bill Rate	Fourth Year Bill Rate	Fifth Year Bill Rate
Shift Commander/Trainer	\$	\$	\$	\$	\$
Security Officer	\$	\$	\$	\$	\$

Annual Hours and Price

1.9 Category	Annual Hours	First Year Bill Rate	Second Year Bill Rate	Third Year Bill Rate	Fourth Year Bill Rate	Fifth Year Bill Rate
Shift Commander/Trainer	4,160	\$	\$	\$	\$	\$
Security Officer	71,656	\$	\$	\$	\$	\$
Total		\$	\$	\$	\$	

Cooper Stadium Vehicle Rate: \$_____

Note: For bid purposes, total annual hours were computed based on 52 weeks per year.

First Year Price: \$_____ Third Year Price: \$_____
 Second Year Price: \$_____ Fourth Year Price: \$_____ Fifth Year Price: \$:_____

Appendix F

SPECIFICATIONS

It is the intent of these specifications to provide the following services at the Franklin County Government facilities in Columbus, Ohio:

To provide professionally trained, unarmed uniformed Security for the various Franklin County Government facilities under the control of Public Facilities Management. The intent of these specifications is to ensure the proper protection of elected officials, employees, visitors and County property during specified hours, and be prepared to respond to conditions of fire, theft, vandalism, trespass, violence, disturbance, fights, confrontations and other illegal activities.

1.01 MULTI-AGENCY PROCUREMENT AND CONTRACT ADMINISTRATION

- A. Multi-agency procurement and contract administration: County agencies other than Public Facilities Management may procure services under this contract at the same terms, conditions and pricing of the awarded contract under this bid. Each County agency, which requests service under this contract, shall be responsible for the administration and payment of their share of the Countywide contract. Any proposed changes in the contract by participating County agencies or the Contractor must be presented in writing to the Franklin County Purchasing Department to be recommended by Public Facilities Management for approval by the Board of Commissioners.

1.02 GENERAL DUTIES:

- A. Access control duties.
- B. Interior and exterior monitored patrols of County facilities (i.e. Guard 1).
- C. Escort housekeeping personnel, employees, visitors and other personnel as directed and within the County facilities.
- D. Inspection of facilities for security, maintenance, safety and fire hazards.
- E. Be prepared to respond to conditions of fire, theft, trespass, vandalism, violence, disturbance, fights, confrontations, and other illegal activities.
- F. Prepare written reports (daily shift logs, inspections reports, etc.).
- G. Other duties as directed.

1.03 CONTRACTOR QUALIFICATIONS:

- A. The Contractor must submit, in chronological order and in a concise manner on their letterhead, with the submission of their bid, the following information:

The Contractor's official firm name, and state whether an individual, partnership or corporation. If a partnership, state the names of all partners, and if a corporation, state the State of Incorporation. Submit Contractor's Federal Identification Number.

- B. All Contractors must be licensed by the State of Ohio Department of Insurance to provide security and/or watch guard services. Documentation of this certification is to be included with the bid forms.
- C. The Contractor and their personnel must be familiar with guard service in the Franklin County area. To be considered qualified, Contractors must have successfully secured facilities similar in size and operation to those under the scope of this contract and must be thoroughly familiar with the complex guard operation and supervision involved in the protection thereof. The successful Contractor must have major facility security guard experience reflected by past and present contracts. Major large facilities are 1,000 hours a week or greater in one or multiple facilities. They also may include major governmental or corporate facility installations that have multiple building/facility locations to service under the security contract (where applicable).
- D. Contractors are required to submit with their bids three (3) references of current project locations in the state of Ohio, and preferably in the greater Columbus area. Two of the three references have to be major large facilities (20,000 contract hours a year or greater). These must be contracts, which they have serviced in the past 24 months, and will reflect the above experience required by Franklin County. Contact names, address of project locations, and phone numbers must be supplied with these current references. Also included with each reference should be the year of service provided, number of contract hours per year, and number of open post hours per year.
- E. Contractor must have a central administrative office located in the immediate vicinity of Columbus, Franklin County and the location must be identified in the bid documents. Contractor must have twenty-four (24) hour dispatch communication center capabilities in Franklin County with a thirty (30) minute callback time. Contractor must include with this bid a description of their dispatching system along with all applicable telephone numbers to access said system so that response may be verified.
- F. Contractor must submit a "Start-up Plan", defining specific steps that will be taken to ensure a smooth transition of fully trained security force personnel from the outset of the contract. Included in this plan must be the amount of time needed on site before contract commencement and the quality of training employees will receive.
- G. Contractor shall be responsible for obtaining any and all permits and licenses to perform security services.

1.04 MANAGEMENT DUTIES:

- A. In order to maintain quality control of security services at each of the Franklin County facilities, Security Management Colonels shall be provided to ensure contract compliance with all services as specified in the contract specifications.
- B. Contractor's Local Vice President/District Manager shall meet with the Public Facilities Management Security Supervisor once weekly at the mutually agreed upon time and date. During these meetings, payroll will be reconciled, security operational issues will be discussed along with problems at hand and corrective measure being taken, as well as other pertinent security issues deemed appropriate.

- C.** Contractor's Corporate Management shall make arrangements to meet with the Public Facilities Management Director and Assistant Director quarterly and be prepared to discuss security operational issues, problems at hand and corrective measure being taken, as well as other pertinent security issues deemed appropriate.
- D.** All written security correspondence from Franklin County Security Department, regarding security infractions, omissions and other problems, must be responded to within five (5) working days of receipt in writing by the Contractor.
- E.** Inspection and acceptance of services rendered under these specifications shall be made by the Franklin County Public Facilities Management.
- F.** Contractors Local Branch Manager will meet weekly with the Public Facilities Management Security Colonel to discuss infractions and/or omissions to the Contract Specifications. Public Facilities Management Colonels will monitor the contractor's performance under these Specifications. The Public Facilities Management Security Colonels can confer with representatives of the Contractor regarding work performance problems. Whenever Contractor's inspecting officers are on site, they will seek out the Security Colonel on duty and meet briefly to discuss prevailing security operations. If Public Facilities Management concludes that the work is not being performed in accordance with these Specifications, then the contractor will be notified in writing. All written correspondence is to be responded to within five working days of receipt. Where possible, the contractor must rectify the situation immediately.
- G.** The contractor is responsible for the day-to-day inspection and monitoring of all work performance on all work sites to ensure compliance with the contract requirements. The results of inspections conducted shall be documented in inspection report formats for weekly electronic submission to Public Facilities Management Security Supervisor. A sample of these reports must be submitted as part of the Contractors bid. The contractor shall follow through to assure that all defects or omissions are promptly corrected.
- H.** Contractor must submit a Quality Assurance Plan with the Bid, defining specific steps and actions that will be taken on a daily basis to assure services of the highest levels of operational and administrative performance by the security force personnel and full compliance with security Specifications. The Plan as a minimum, should address the following:

 - 1.** An inspection system covering all the areas where service is being provided during each shift. It must specify the areas to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and the title of the individual(s) who will perform the inspections. What the inspection activity will consist of as a minimum.
 - 2.** The method for identifying and preventing poor performance before the situation becomes unacceptable.
 - 3.** The contractor shall maintain documentation of all inspections conducted by the contractor and necessary corrective actions taken. At the end of each month, contractor shall prepare and deliver electronically to Public Facilities Management Security Supervisor a monthly Quality Assurance Report, containing all performance and service defects and omissions for the reporting month and what action was taken to promptly correct all problems as well as actions taken to minimize future occurrences of stated defects and omissions.

- I. Contractor shall be responsible for all vandalism and breakage to the Guard 1 equipment caused by the security officer.
- J. Contractor shall be responsible for all lost keys by Contractor's employees. When keys are lost, contractor shall bear the full cost of re-keying the building(s) within 24 hours of the reported loss. Contractor shall also bear the full cost associated with posting additional security personnel to secure the facility(s) while the keys are missing and/or the building is being re-keyed. Contractor is responsible for perpetual accountability of all keys issued to the security personnel.
- K. Contractor must provide Public Facilities Management with a list of Local Branch Office Management and Corporate Management and Supervisory personnel to contact in order to discuss security operational issues. This list shall include names, titles, addresses, business phone number, cell phone number, and email addresses placed in sequential order of primary responsibility to handle request or complaints. Contractor must provide an updated list on the first of each month.

1.05 SHIFT COMMANDERS:

- A. Basic duties of the shift commander(s) will include but not be limited to:
 - 1. Responsible to ensure compliance with shift responsibilities, duties and assignments of security officers at all sites.
 - 2. Scheduling and replacement of security officers shall be done at the Contractor's office and not at the County facility after notification of shift commander of vacancy.
 - 3. Ensure that a monthly guard roster is submitted to Public Facilities Management, containing names, ranks, titles, address, telephone numbers, social security numbers and posts approved to work by each security officer.
 - 4. Will be permanently assigned and exclusively dedicated to the Franklin County Security account.
 - 5. Will meet with Security Colonels at the beginning of their shift.
 - 6. Their duties are, but not limited to, managing all aspects of security operations.
 - 7. Must become thoroughly knowledgeable in the Public Facilities Management security practices and procedures.
 - 8. Persons selected to be the Shift Commanders shall also assist in administering the Contractor's stated Quality Assurance Program in order to ensure provision of quality security service.
 - 9. Position A: 11:00 PM to 8:00 AM w/ 1 hr. lunch

Sunday – Thursday

Position B: 10:00 AM to 7:00 PM w/ 1 hr. lunch

Monday – Friday

Supervisors in both positions must have knowledge of all buildings and duties listed in contract.

Contractor must notify Security Supervisor one week prior to a change in hours due to periodic duty performance inspections and evaluation of the security force personnel's performance.

10. Responsible to train and test all officers before they are presented to the Franklin County Compliance Security Colonels for approval to work.
11. Must be knowledgeable and capable of performing all Security Officer duties in case they are needed to act as a "fill in".
12. Must clock in and clock out at 373 S. High Street.
13. Submit daily log and inspection reports to designated Contract Compliance Colonel.
14. Must sit at post in case of absence of an officer. Time at post will be billed at security officer rate of pay.

B. The minimum qualifications that must be met by each shift commander are the following:

1. Must be fluent in the English language (i.e. read, write, speak, and understand).
2. Must be drug free (i.e. alcohol, illegal substances, etc.).
3. Must be physically and mentally capable to perform tasks assigned.
4. Must have a high school diploma or GED certificate.
5. Experience/Training

Must have one of the following:

- a) At least two (2) years of security guard supervisory experience in managing similar size accounts.
- b) An Associates Degree.

c) Specialized training in law enforcement (i.e. 120/480 police training).

6. Must have current certification in CPR/First Aid.

Resumes of the proposed Shift Commanders must be included with the Bid.

1.06 SECURITY OFFICER:

A. Basic duties of the security officer at each post will include but not be limited to:

1. Following policies and procedures concerning access to facility. Control egress and ingress.
2. During non-business hours, maintain a record of all authorized visitors to and from the facility showing "time in" and "time out" and all other pertinent information as stated in the "access control" section of the Post Orders.
3. Check all doors and windows to make sure they are securely closed and locked. Make established Guard 1 Patrols as scheduled. Each patrol can include 3-5 miles of walking. A shift may consist of up to three patrols. Security officers, who fail to conduct scheduled 8 hour Guard 1 Patrols may be removed from the post and omissions deducted from the billing invoice as an open post.

Be prepared to respond to conditions of fire. During conditions of fire and fire training, an officer would have to utilize stairwells. Security officers must be trained in basic fire safety and use of hand-held fire extinguishers.

Be prepared to respond to theft, vandalism, trespass, violence, disturbance, fights, confrontations and other illegal activities and complete written incident report depicting the chronological order of events.

4. Conduct patrols of County facilities as directed by Public Facilities Management. Be vigilant to conditions of theft, vandalism, suspicious activities and persons. Contact control center for assistance from fellow officers or to contact the appropriate law enforcement entity when needed.
5. Alert proper authorities in the event of fire, accidents, crime or other emergencies.
6. Submit a readable, complete and detailed written shift report at the end of each shift covering all regular and irregular nightly activities. A separate incident report must be submitted detailing serious incidents, hazardous conditions, breach of security, maintenance problems and other unsafe and illegal acts to the Control Room.
7. Answer telephones at the security post. Security officers will answer all telephones at the security post courteously and professionally, stating one's title, name, and building.
8. Where applicable, check areas hourly around and between the Guard 1 key stations for proper security, safety and fire hazards.

9. Report water leaks, clogged drains or other maintenance problems immediately to the Control Room. Control Room Operator will immediately report emergency condition to the Engineer on Duty and log the transmission in an appropriate Log.
 10. Monitor fire alarm panels, security, safety and environmental systems in the Control Room (where applicable) and respond appropriately to all emergency and irregular conditions.
 11. Franklin County Public Facilities Management/Colonels reserves the right to give security instructions to security officers when there is no Contractor management staff available and in emergency situations.
 12. At all times security officers must follow Public Facilities Management rules, procedures and the operational manual guidelines for each facility.
 13. The opening and securing of facilities as directed by the Director of Public Facilities Management or their designated representative.
 14. The enforcement of facility fire and safety regulations.
 15. Memorial Hall officers will be expected to conduct cleaner escorts. May be required to conduct cleaner escort at other facilities as needed.
 16. When responding to an incident, some lifting may be required.
 17. Security officers have mandatory shifts of 8 hours with no lunch and two fifteen-minute breaks.
- B.** The minimum qualifications that must be met by each security officer are the following:
1. Must be at least nineteen (19) years of age.
 2. Must be fluent in the English language (i.e. read, write, speak, and understand).
 3. Must have at least one-year experience in security.
 4. Must be drug free (i.e. alcohol, illegal substances, etc.).
 5. Must be physically and mentally capable to perform tasks assigned. Position requires walking up to 10 miles and going up and down stairs.
 6. Must have current certification in CPR/First Aid.

1.07 WAGE SCALE:

- A.** Contractor shall pay the following category of security personnel at a minimum hourly rate of:

1. SHIFT COMMANDER/TRAINER:

Pass-on weekly salary. Contractor to pay all applicable payroll taxes, operational and administrative cost.

First Year: \$487.09 per week.
Second Year: \$496.83 per week.
Third Year: \$506.76 per week.
Fourth Year: \$516.90 per week.

2. SECURITY OFFICERS:

First Year: \$11.09 per hour.
Second Year: \$11.31 per hour.
Third Year: \$11.54 per hour.
Fourth Year: \$11.77 per hour.

- B.** During the term of this contract or any extensions thereof, if the Federal Minimum Wage Standard Rate increases in excess of the current hourly wage rate of this contract, the Contractor will be permitted to increase the Security Officers' hourly rate of pay to the Federal Minimum Wage Hourly Rate. The increase, plus related payroll expenses and taxes, are permitted to be passed on to the Public Facilities Management. Additional costs for governmental programs, such as health insurance, mandated during the term of this contract will be reviewed and may be permitted to be passed on to Franklin County with a thirty-day (30) notice and proper documentation.

1.08 TRAINING:

- A.** Contractor shall pay for the expense of training all security officers. Each security officer assigned to a County facility must be trained prior to the shift assignment. Training hours may vary depending upon the ability of security officers to become proficient in the said duties.
- B.** Each security officer must have prior professional training in required security procedures that are standard in the Security Industry in addition to the job site-specific training. Security personnel must also be trained in Federal, State, and Local laws where applicable. Contractor shall submit with the Bid a description of the prior professional and site-specific training program and the intended method of providing this training.
- C.** Prior to approval to work, all security personnel must read the site-specific post orders. Failure to comply with the stated practices and procedures may be ground for removal from the post. Franklin County Public Facilities Management will verify testing and/or training of all security personnel before they will be allowed to stand post by periodic questioning.

1.09 TRAINING VERIFICATION:

- A.** Public Facilities Management Security Colonels are responsible for the verification of training of new officers in all facets of security operations including the assignment to new posts.

1.10 PRE-EMPLOYMENT SCREENING AND BACKGROUND CHECKS:

- A.** Contractor is required to prudently screen all employees that will perform any type of work under the terms of these Specifications. Background and police checks must be part of this

screening. Before any new security officer is assigned to a Franklin County Facility, Public Facilities Management is to be furnished an original copy of the Franklin County Sheriff's Check and a Sheriff's Check from the county in which the employee resides. No convicted felons or chronic offenders shall be used at any Franklin County facility. Employees of the Contractor are subject at all times to searches, polygraph testing and finger printing by the Franklin County Sheriff's Department.

- B.** Investigations must consist of a complete check of the applicant's employment record for the prior ten (10) year period or beginning at 19 years of age. It must also include a Franklin County Sheriff's records check and a Sheriff's Check from the county of the employee's residence.

1.11 DOCUMENTATION:

- A.** Prior to any new security officer being assigned to, trained for, and permitted access to any of the Franklin County facilities, the following documentation must be presented to Public Facilities Management electronically:

- 1.** Prior Training Certification:

- A Prior Training Certificate, attesting to successful completion of the basic security officer training. Included with this certificate should be a transcript detailing subject covered and time spent on each subject.

- 2.** Basic Fire Safety Training Certification.

- 3.** CPR/FIRST AID Certification.

- 4.** Franklin County Sheriff's Check:

- A copy of the Franklin County Sheriff's Check and a Sheriff's Check from the county of the employee's residence with no felony or chronic offenses.

- 5.** State Background Check:

- A certificate stating that the individual's fingerprints have been submitted to the State of Ohio for a background check, and the prior-employment check has been successfully completed.

- 6.** A High School Diploma or GED Equivalency Certificate.

- 7.** A valid form of identification showing a current address.

- 8.** Proof of One-Year Security Experience.

- B.** Failure to follow these guidelines could result in action taken against the Contractor up to and including termination.

1.12 DRESS:

- A.** Each security officer must receive an operations manual, which includes the definition of proper dress code and code of conduct. Security officers must present a neat and orderly appearance.

Uniforms and all other equipment will be supplied by the Contractor who must submit a copy of the operations manual with the Bid.

- B.** Uniform is to consist of a long sleeve shirt, gold name badge, security patch on right sleeve and a company gold security badge. Trousers must be long with leather belt. Plain black leather walking shoes must be worn during the normal business hours and worn during night, weekend and holiday shifts. Hats are to be soft "ball cap" type with the Contractor's badge insignia on the front. Hats may only be worn outside. All collar insignias must be gold in color. Jackets, if worn, must be matching in color with appropriate arm patches and outer security badge designation.
- C.** Security personnel are to be in proper uniform at all times when at the site. Public Facilities Management will select color of uniforms from Contractor's inventory. Acceptable colors will be some combination of black, navy blue, gray, brown and tan. Unacceptable color combinations are white and black, black and black, and gray and black. Ties are to be worn with long sleeve shirts. Uniforms are to be clean and pressed at all times. Accessories must coordinate with uniform. Hair, including facial hair, must be neatly cut and well groomed.
- D.** In cases where a security officer fails to maintain proper hygiene, the security officer will not be permitted to work the shift. The Contractor's management personnel will be notified, and the security officer will be immediately removed.
- E.** If specialty uniforms are required (i.e. coordinated blazers, shirt, tie, trousers); they are to be supplied by Contractor.

1.13 EQUIPMENT:

- A.** Contractor will supply each security officer with an operable 2-cell flashlight, shift report forms, blue/black and red ballpoint pens and an 800 MHz radio. All officers must have flashlights that are the same in color and size. Security officers are not permitted to use County telephones for personal calls. Business calls must be kept to County operational matters only. Security officers are not permitted to carry personal pagers or cellular telephones while on post.

1.14 RADIOS:

- A.** Contractor agrees, at their expense, to provide a two- way radio with extra battery to on-duty security officers.
 - 1.** Contractor must enter into a lease agreement with Franklin County 800 MHz System for said radios.
 - 2.** This agreement will be for fifteen radios at a cost of:
 - a.** \$212.38 a month for usage fees, or \$15.17 per radio (there will be a 3% increase in the usage fee every year following the first year of the contract).
 - b.** \$294 a month to lease radios.
- B.** Contractor will be financially responsible for maintenance on damaged radios. All maintenance on radios must be done through Franklin County 800 MHz system.

- C. Lost or misplaced radios must be reported to Franklin County 800 MHz System without delay, and must be replaced through Franklin County 800 MHz System at current market price.
- D. Contractor will supply Franklin County 800 MHz System electronically with a monthly Radio Inventory and Condition Report that lists, by serial number, the location, condition, and related comments concerning each radio.
- E. Contractor will train security officers on proper radio usage when assigned to facility.

1.15 ROSTER:

- A. A list must be submitted weekly to Public Facilities Management that includes names, ranks, titles, addresses, telephone numbers, social security numbers, posts trained for, and certifying hours trained to meet specification outlines. As guards are replaced, Franklin County Public Facilities Management must receive documentation of classroom and on-site training for the replacement officers. In all cases, new personnel will not work until they have been approved and verified by the Franklin County Security Colonels. If this policy is not followed, the contract may be terminated.

1.16 TIME CARDS:

- A. Security officers will be required to use one of three time clocks to be supplied and placed by Public Facilities Management at the Courthouse, 80 E. Fulton, and at Memorial Hall. Franklin County Public Facilities Management shall supply time cards. Security officers shall only clock in and out their own time card. Individual Shift Reports must also be clocked in and out. Security officers at the opportunity centers must complete a time sheet to be signed by the center director.

1.17 OPEN POST:

- A. Contractor shall be responsible to ensure that security officers and shift commanders are on their post at the scheduled time and completing assigned tasks. Should a security officer or shift commander assigned to a scheduled post fail to report, the Contractor will be given one hour to fill the open post(s) before liquidated damages are imposed on the Contractor. Should the security officer or shift commander assigned to a scheduled post fail to report after that one hour period, the Contractor will be charged an amount per hour that the post goes uncovered equal to twice the hourly rate assigned to the post. These amounts will be deducted from the Contractor's monthly billing. A Contractor's Supervisor must notify Franklin County Public Facilities Management Control Center, one hour before the start of a shift of any potential open posts.
- B. Corporate Management and Contractor's Bonding Company (Surety) may be advised in writing each month of all open post deductions that exceed 1% of the billable hours (hours actually worked). Corporate Management will respond in writing to the Director of Public Facilities Management, or their designee, their acknowledgement of open posts, and their intentions to resolve open posts. Two or more citations (warnings) of open posts within a twelve (12) month period are cause for termination of the contract or non-renewal of contract.

1.18 REMOVAL OF PERSONNEL:

- A. If a security officer has been previously removed for poor performance from any facility, Contractor shall not, without prior permission from Public Facilities Management Security Supervisor, use that security officer at another Franklin County facility. Any attempt to do so will be considered as a violation of the Contract and subject to immediate cancellation.
- B. Franklin County Public Facilities Management Security Colonels reserves the right to temporarily remove a security officer from post for dereliction of duty. This security officer may not return to duty for three days (seventy two hours) or in the case of inadequate training, until properly re-trained, tested and approved by Franklin County. For any security officer being removed for dereliction of duty, Franklin County Public Facilities Management will request the Contractor to provide a supervisor to report to the location to administer the removal. If the Contractor provides no supervisor, Franklin County Public Facilities Management Security Colonels will proceed with the removal of said security officer.

1.19 REASONS FOR PERMANENT REMOVAL:

Reasons for removal of a security officer include but are not limited to:

- A. No security officer will be permitted to work at any site location when it is apparent that any type of alcohol or illegal substances is detected. No security officer shall be involved with the use, sale or possession of illegal, non-prescribed drugs.
- B. Security officers found asleep on duty will be promptly relieved and removed from site.
- C. Security officers are not permitted to use or remove any equipment and/or property on Franklin County facilities. Contractor shall be liable for any unauthorized use of County equipment by the security officers. Activities that lead the County into a loss will result in restitution by Contractor due at the conclusion of investigation. Security officers must also prevent unauthorized removal of County property by employees, vendors, visitors, and other personnel.
- D. Security officers on duty are not permitted to watch television, listen to radio music, play cards, read non-post essential material, carry personal cellular telephones and use County telephones for non-operational purposes.
- E. The removal or transfer of objects between or among offices patrolled by the security officers is prohibited.
- F. Dereliction of Duty.

Franklin County reserves the right to remove any Contractor supplied security officer or refuse to accept any Contractor supplied security officer without written notification to Contractor. The Contractor may request in writing, Franklin County Public Facilities Management for documentation of a removal at a later time.

1.20 DOUBLE SHIFTING:

- A. At no time will the Security Contractor schedule security officers to work more than twelve (12) hours per shift. Double shifting is defined as work in excess of twelve (12) hours at a single

facility or combination of facilities, whether County or other.

1.21 SITE INSPECTION:

- A. Contractor shall have Shift Commanders conduct a site inspection nightly. During these inspections, each security officer on each post shall be inspected for being in proper uniform and in possession of proper equipment; appearance; and personal hygiene; job proficiency and efficiency. When making inspections, the inspecting officer shall sign in on the officer's shift log and sign out at conclusion of activity. If issues arise, Branch Office Management will meet with Security Supervisor.

1.22 ADDITIONAL SERVICE:

- A. Franklin County reserves the right to add and delete facility sites, shifts and security hours under the terms of this Contract. In cases where additional sites, shifts and security hours are added, Contractor will provide service at the bid price submitted. In cases where sites, shifts and security hours are deleted, appropriate price adjustments to Franklin County will be made with no penalty to same. If vendor is unable to meet the security requirements of any Franklin County expansion, Franklin County Public Facilities Management reserves the right to terminate this contract under mutual agreement with Contractor.
- B. Contractor may be asked to provide additional guard service to supplement the Public Facilities Management guard service. Contractor shall be contacted a minimum of twenty-four (24) hours prior to the start of the shift. The rate for this supplemental guard service will be an "un-scheduled" rate identified in the bid price sheet.
- C. In the case of a catastrophic emergency, the Contractor must wave all "un-scheduled" wage rates. When staffing up, the Contractor must still complete background checks on their employees.
- D. If Contractor is unable to provide scope of services or hours, Public Facilities Management has the right to use other providers for Security Services. If Public Facilities Management requires services outside the scope of the contract, Public Facilities Management will give the Contractor the chance to provide services before going to outside providers.

1.23 LIABILITY FOR UNMANED FACILITIES AND/OR POSTS:

- A. The Contractor shall be responsible for any loss caused by theft or destruction of property, or harm or injury to any person not timely reported due to their negligence in providing post coverage. This will be determined by Public Facilities Management.

1.24 TERMS OF PAYMENT:

- A. Contractor will bill actual hours worked on site as attested by the jointly reviewed (contractor and user) weekly billable hours reconciliation report. Weekly billing shall be itemized and include the following data:
 - 1. Site names and sub total hours worked at each site.
 - 2. Total hours worked and total billed dollar amount.
 - 3. Deductions.
 - 4. Adjusted total billed hours and dollar amount.

- B.** Each billed hour for security services shall be subject to review, verification, and audit by Public Facilities Management for the security service hours performed. Independent from the contractor, Franklin County Public Facilities Management will establish its own reports and procedures for verifying and documenting billable hours of security services performed at their facilities or buildings. In the event discrepancies in billable hours arise, or do not correlate with hours invoiced, the hours in dispute will be jointly reviewed. However, Franklin County's records will prevail if no mutual agreement can be reached. Failure to submit an acceptable bill within forty-five (45) calendar days will result in non-payment of said invoice.
- C.** Any payment discrepancies on weekly invoices for services rendered must be resolved within seven (7) calendar days of the payment. No discrepancies beyond seven (7) calendar days shall be considered.

1.25 ADJUSTMENTS TO COMPENSATION:

- A.** Upon the occurrence of any of the acts or omissions listed in Section 1.25, Part B, there will be equitable downward adjustment of Contractor's charges to reflect the reduced value of services. Franklin County reserves the right to conduct perpetual security audits to determine compliance with all the provisions outlined in the scope of this specification. Upon the evidence of occurrence of referenced acts of omissions, Franklin County may deduct from the Contractor's Billing Invoice. Franklin County will provide the Contractor with a jointly reconciled weekly billing report, which will contain signatures of both, Contractor's Branch Manager and Public Facilities Management Security Supervisor attesting to the accuracy of the report. Contractor will be furnished with copies of weekly security billing reconciliation reports.
- B.** Franklin County Public Facilities Management reserves the right to temporarily remove any security officer from their post in the occurrence of the acts listed in this section. The temporary removal of a security officer will be counted as an open post (see Section 1.17). These acts include double shifting, placing an untrained officer at a post, failure to conduct required inspections, not having a radio on post, or wearing an incomplete and improper uniform on post.

Please proceed to next page for Section 1.26.

1.26 SECURITY SHIFT HOURS (SECTION A):

SECTION A

TOTAL NUMBER OF HOURS = 374

Summary of Section A

<i>SECURITY OFFICERS</i>	
334 HOURS PER WEEK.	17,368
 <i>SHIFT COMMANDER/TRAINER</i>	
40 HOURS PER WEEK.	2,080
<i>APPROXIMATE ANNUAL HOURS:</i>	19,448

Facilities Included In Section A

FCCH	FRANKLIN COUNTY COURTHOUSE	373 S. HIGH ST.
HOJ	HALL OF JUSTICE	369 S. HIGH ST.
	(New Courthouse will replace HOJ in 2011)	
FCCG	FCC GARAGE	34 E. FULTON ST.

Specific Post Schedules for Section A

FCCH-22	12A-8A M-F	40
	12A-8A M-F	40
	1 st , 2 nd , 3 rd Shift Sat & Sun	96
	5P-9P M-F	20
	5P-9P M-F	20
	<u>SUB-TOTAL HOURS</u>	216

HOJ-20	12A-8A M-F	40
	1 st , 2 nd , 3 rd Shift Sat & Sun	48
	(New Courthouse will replace HOJ in 2011)	
	<u>SUB-TOTAL HOURS</u>	88

FCC GARAGE 7:30A-11:30A	20
8A-10A	10
<u>SUB-TOTAL HOURS</u>	30

SHIFT COMMANDER/TRAINER	
VARIABLE HOURS	40
<u>SUB-TOTAL HOURS</u>	40

1.27 SECURITY SHIFT HOURS (SECTION B):**SECTION B**
TOTAL NUMBER OF HOURS = 1084**Summary of Section B**

<i>SECURITY OFFICERS</i>	
1044 HOURS PER WEEK.	54,288
<i>SHIFT COMMANDER/TRAINER</i>	
40 HOURS PER WEEK.	2,080
<i>APPROXIMATE ANNUAL HOURS:</i>	56,368

Facilities Included In Section B

ANNEX	FRANKLIN COUNTY COURTHOUSE ANNEX	410 S. HIGH ST.
JFS	JOB AND FAMILY SERVICES	80 E. FULTON ST.
N-OPP	NORTH OPPORTUNITY CENTER	345 EAST FIFTH AVE.
S-OPP	SOUTH OPPORTUNITY CENTER	3723 SOUTH HIGH ST.
E-OPP	EAST OPPORTUNITY CENTER	1055 MOUNT VERNON AVE.
W-OPP	WEST OPPORTUNITY CENTER	314 NORTH WILSON ROAD
NE-OPP	NORTHEAST OPPORTUNITY CENTER	3443 AGLER ROAD
MH	MEMORIAL HALL	280 E. BROAD ST.
COOP	COOPER STADIUM	1155 W. MOUND ST.

(Contractor will have to supply a vehicle for Cooper Stadium security. Please be sure to list the vehicle billing rate on the Bidders Response Form)

Specific Post Schedules for Section B

ANNEX-31	4P-8A 1 st , 2 nd , 3 rd Shift M-F	120
	1 st , 2 nd , 3 rd Shift Sat & Sun	48
<u>SUB-TOTAL HOURS</u>		168

JFS	6P-10P M-F	20
<u>SUB-TOTAL HOURS</u>		20

OPPORTUNITY CENTERS		
NORTHEAST	7A-6P M-F	80
NORTH	7A-6P M-F	80
SOUTH	7A-615P M-F	80
EAST	630A-630P M-F	80
WEST	7A-6P M-F	80
<u>SUB-TOTAL HOURS</u>		400

MH-3212A	4P M-F	80
4P-12A	M-F	80
	1 st , 2 nd , 3 rd Shift Sat & Sun	48

<u>SUB-TOTAL HOURS</u>	208
COOP 1 st , 2 nd , 3 rd Shift M-F	120
1 st , 2 nd , 3 rd Shift Sat & Sun	48
<u>SUB-TOTAL HOURS</u>	168
SHIFT COMMANDER/TRAINER	
VARIABLE HOURS	40
<u>SUB-TOTAL HOURS</u>	40

1.28 SECURITY SHIFT HOURS (CONTRACT):

CONTRACT
TOTAL NUMBER OF HOURS OF CONTRACT = 1458

Summary of Contract

SECURITY OFFICERS
 1378 HOURS PER WEEK. 71,656

SHIFT COMMANDERS/TRAINERS
 80 HOURS PER WEEK 4,160
APPROXIMATE ANNUAL HOURS: 75,816

Facilities Included In Contract

FCCH	FRANKLIN COUNTY COURTHOUSE	373 S. HIGH ST.
HOJ	HALL OF JUSTICE	369 S. HIGH ST.
	(New Courthouse will replace HOJ in 2011)	
FCCG	FCC GARAGE	34 E. FULTON ST.
ANNEX	FRANKLIN COUNTY COURTHOUSE ANNEX	410 S. HIGH ST.
JFS	JOB AND FAMILY SERVICES	80 E. FULTON ST.
N-OPP	NORTH OPPORTUNITY CENTER	345 EAST FIFTH AVE.
S-OPP	SOUTH OPPORTUNITY CENTER	3723 SOUTH HIGH ST.
E-OPP	EAST OPPORTUNITY CENTER	1055 MOUNT VERNON AVE.
W-OPP	WEST OPPORTUNITY CENTER	314 NORTH WILSON ROAD
NE-OPP	NORTHEAST OPPORTUNITY CENTER	3443 AGLER ROAD
MH	MEMORIAL HALL	280 E. BROAD ST.
COOP	COOPER STADIUM	1155 W. MOUND ST.
	(Contractor will have to supply a vehicle for Cooper Stadium security. Please be sure to list the vehicle billing rate on the Bidders Response Form)	

Specific Post Schedules for Contract

FCCH	12A-8A M-F	80
	1 st , 2 nd , 3 rd Shift Sat & Sun	96
	5P-9P M-F	20
	5P-9P M-F	20
<u>SUB-TOTAL HOURS</u>		216

HOJ	12A-8A M-F	40
	1 st , 2 nd , 3 rd Shift Sat & Sun	48
(New Courthouse will replace HOJ in 2011)		
<u>SUB-TOTAL HOURS</u>		88

FCC GARAGE 7:30A-11:30A	20
8A-10A	10
<u>SUB-TOTAL HOURS</u>	30

SHIFT COMMANDER/TRAINER	
VARIABLE HOURS	40
<u>SUB-TOTAL HOURS</u>	40
ANNEX-31 1 st , 2 ND , 3 rd Shift M-F	120
1 st , 2 nd , 3 rd Shift Sat & Sun	48
<u>SUB-TOTAL HOURS</u>	168
JFS 6P-10P M-F	20
<u>SUB-TOTAL HOURS</u>	20
OPPORTUNITY CENTERS	
NORTHEAST 7A-6P M-F	80
NORTH 630A-6P M-F	80
SOUTH 7A-615P M-F	80
EAST 630A-630P M-F	80
WEST 7A-6P M-F	80
<u>SUB-TOTAL HOURS</u>	400
MH-40 12A-4P M-F	80
4P-12A M-F	80
1 st , 2 nd , 3 rd Shift Sat & Sun	48
<u>SUB-TOTAL HOURS</u>	208
COOP 1 st , 2 nd , 3 rd Shift M-F	120
1 st , 2 nd , 3 rd Shift Sat & Sun	48
<u>SUB-TOTAL HOURS</u>	168
SHIFT COMMANDER/TRAINER	
VARIABLE HOURS	40
<u>SUB-TOTAL HOURS</u>	40

W-9

**Request for Taxpayer
Identification Number and Certification**

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.