

**CONTRACT**  
**FOR SERVICES OVER \$50,000**

\*ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.\*

This Contract for Security services is entered into by and between OSS Ohio Holdings, LLC, (herein referred to as “Contractor”), and the City of Columbus, Department of Health (herein referred to as “City”).

**WITNESSETH**

WHEREAS, the City has a need for Security Services; and

WHEREAS, the Contractor has the necessary experience and expertise to provide said service; and

WHEREAS, this Contract is authorized by Ordinance No. 0416-2024, passed by Columbus City Council on \_\_\_\_\_; and

**NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the parties agree as follows:**

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality, or specifications of this Contract shall be binding on either party without the written consent of both parties. This Contract is subject to the Ohio Public Records Act.

**1. Contract Term**

The term of this Contract shall be from March 1, 2024 to February 28, 2025. This Contract shall not automatically renew.

**2. Maximum Obligation**

The maximum amount to be paid under any purchase order associated with this Contract shall not exceed \$584,000.00 unless additional funds are appropriated and authorized.

**3. Pricing and Scope of Services**

The Contractor agrees to perform and invoice the Scope of Services as set forth **ON ATTACHED EXHIBIT A\*** and as contained in the bid specifications, which are expressly incorporated herein.

\*Contract is NOT valid if the Scope of Services is NOT attached.

No other costs, rates, or fees shall be payable to the Contractor for services performed hereunder. The terms and conditions specified in this Contract constitute the entire contract governing the purchase of services by the City from the Contractor, and shall supersede any terms and conditions which may accompany Contractor’s invoice/bid/estimate. Any and all verbal representations are superseded by this Contract. The terms of this Contract shall prevail over any conflicting or deficient terms or conditions listed in any attachments from Contractor.

**4. Equal Opportunity Clause**

Contractor agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3906.02, Equal Opportunity Clause. Failure or refusal of a Contractor or Subcontractor to comply with the provisions of Title 39 may result in cancellation of this Contract.

**5. Taxes**

Federal or State taxes are not to be included on invoices for the described services. Contractor will be provided an exemption certificate, if needed.

6. **City's Contract Administrator/Contract Administration**

Scott Hutchinson will manage the Contract on behalf of the City and will be the principal point of contact for the City concerning the Contractor's performance under this Contract.

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall only be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

City: Scott Hutchinson, 240 Parsons Avenue, Columbus, OH 43215

Contractor: Scott Tucker, 1291 South High Street, Columbus, OH 43206

7. **Contractor as an Independent Contractor**

The Contractor shall be and shall remain an Independent Contractor with respect to all services performed hereunder and neither Contractor nor its employees shall be considered "public employees" for purposes of OPERS membership. Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remunerations paid to the Contractor or persons employed by the Contractor for work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be, issued or promulgated under said respective laws.

Individuals utilizing a personal social security number for tax identification purposes and business entities with four (4) or fewer employees must complete and submit, as Exhibit D, the OPERS independent contractor acknowledgment form. THIS FORM CAN BE FOUND AT WWW.OPERS.ORG

8. **Applicable Law, Remedies**

This Agreement shall be governed in accordance with the laws of the State of Ohio and the ordinances, statutes and provisions of the Columbus City Code and Charter; specifically including, but not limited to Charter Sections 159 and 161. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

Chapter 377 of the Columbus City Codes is hereby incorporated into the contract and Contractor is required to comply with said chapter. This includes, but is not limited to reporting requirements and the obligation to review the commission list of contractors and subcontractors that received an adverse determination. Penalties for failure to comply with the wage theft prevention code included suspension for three years, up to permanent disbarment.

9. **Payment/Invoice Submittal**

Fees shall be paid for services rendered following: (1) the City's receipt of a correct invoice, which designates the specific applicable charges, and (2) issuance of a certified purchase order. The City will not be subject to any late payment charges. Rates shall be firm during the term of this Contract. The City will process correctly documented invoices for payment and Contractor should receive payment for such invoice within thirty (30) days from receipt and approval by the City.

**Invoices:** All invoices shall be submitted to the address listed on the Purchase Order.

10. **Modifications**

No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of the City and the Contractor and approved by the appropriate City authorities.

**11. Contract Termination**

If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party. The option to terminate shall be at the sole discretion of the aggrieved party.

When it is in the best interest of the City, the City may terminate this Contract, in whole or in part by providing seven (7) calendar days written notice to the Contractor prior to the effective date of termination. If this Contract is so terminated, the City is liable only for payments required by the terms of this Contract for services received and accepted by the City.

**12. Nonexclusive Remedies**

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

**13. Survivorship**

All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.

**14. Save Harmless/Indemnification**

Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors. The City will not indemnify the contractor and is prohibited from doing so.

**15. Severability**

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions for the Contract are declared severable.

**16. Assignment**

This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City. If this Contract is so assigned, it shall inure to the benefit of and be binding upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Contractor.

**17. Authority to Bind**

The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.



**18. Worker's Compensation**

The Contractor shall comply with all Workers' Compensation laws of the State of Ohio. **Proof of coverage shall be attached to this Contract AS EXHIBIT B.**

**19. Insurance**

Contractor shall carry at least the minimum amounts listed below of Commercial Liability Insurance (Bodily Injury and Property Damage) naming the City as an additional insured. **Contractor must attach a copy of the Certificate of Insurance to this Contract AS EXHIBIT C:**

**Bodily Injury Liability:**

Each Person \$500,000  
Each Accident \$1,000,000

**Property Damage Liability:**

Each Accident \$500,000  
All Accidents \$1,000,000

**20. Campaign Contributions**

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that it is in full compliance with Divisions (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

**21. City Income Taxes**

Contractor hereby further agrees to withhold and pay all city income taxes due or payable under the provisions of Chapter 362, Columbus City Codes, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold and pay any such city income taxes due under said chapter for services performed under this Contract. If it has been determined by the Columbus Income Tax Division that Contractor, or any of its subcontractors, owes city income taxes, the Contractor agrees that the City may withhold the amount due to the City from any amount due to the Contractor for services performed under this Contract notwithstanding paragraph 9 hereinabove.

**IN WITNESS WHEREOF**, the parties have executed this Contract as of the day and year written below.

***EXHIBITS A, B AND C MUST BE ATTACHED HERETO.***

**\*ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.\***

**CITY OF COLUMBUS**

MWR by Anita Clark 2/21/2024  
5631545F188F46E...  
Mysheika W. Roberts, MD, MPH Date  
Health Commissioner, Columbus Public Health

**BOARD OF HEALTH**

Andrew E. Boy 2/22/2024  
B300FD37AF1447B...  
Board of Health Date

**CONTRACTOR**

Scott Tucker 2/21/24  
Signature Date

Scott Tucker President  
Printed Name and Title  
Federal ID Number: 92-1264009

Please list remit address below:

OSS Ohio Holdings, LLC  
3611 W. Swann Ave  
Tampa, FL 33609



**CONTRACT SIGNATURE AFFIDAVIT**

**(Must be completed when the individual signing the Contract is NOT an officer or Member of the Company.)**

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that he/she is  
\_\_\_\_\_ of \_\_\_\_\_, a Corporation, LLC, or LLP organized and existing under and by  
(Title) (Company Name)

virtue of the laws of the State of \_\_\_\_\_, and having its principal office at

\_\_\_\_\_  
City, State, Zip Code

Affiant further says that he/she is familiar with the records, minute books and by-laws of

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

Affiant further says that \_\_\_\_\_ is \_\_\_\_\_  
(Name of Person Signing Contract) (Title)

Of the Company and is duly authorized to sign the Contract for : \_\_\_\_\_

For said Company by virtue of \_\_\_\_\_  
(State whether the provision of by-laws or a resolution of the Board of Directors. If resolution, give date of adoption.)

\_\_\_\_\_  
Signature of Affiant\*\*

**\*\* AFFIANT MUST BE SOMEONE OTHER THAN THE INDIVIDUAL SIGNING THE CONTRACT. \*\***

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## **EXHIBIT A – SCOPE OF SERVICES FOR SECURITY OFFICER SERVICES FOR COLUMBUS PUBLIC HEALTH**

### **I. Scope of Services**

Columbus Public Health (CPH) has a need to contract for unarmed, uniformed security services with special qualifications. The coverage will be for 24 hours a day, seven days a week at the staffing levels described in Exhibit 1. Total weekly hours will be approximately 288. Security services are to be provided at the site of CPH, 240 Parsons Ave, Columbus, Ohio 43215, as well as off-site WIC clinics. The contract shall be in effect from March 1, 2024 through February 29, 2025.

CPH is a department of the City of Columbus. It provides a broad range of services to the community including medical clinics and screenings, counseling, inspections, medical surveillance, home health, outreach programs, and other community health services.

The department's facilities are located in four buildings at 240 Parsons Ave. including the buildings formerly known as the "School for the Blind", "North Dorm", "Carriage House", and the parking garage.

Although the entire facility will not be occupied by CPH (they occupy only a portion of the facility), security responsibilities will include all of these buildings and the surrounding property. Exhibit 2 provides a site plan showing the geographical scope of responsibility.

During regular business hours, access to the building is generally open to the public. Specified areas within the building may be accessible to the public, controlled through the implementation of policies and procedures, or controlled by an electronic access control system. General building hours will be 7:30 AM to 9:00 PM. Evening, weekend, and holiday hours will vary.

CPH hosts an annual farmer's market on the grounds in the summer for three consecutive Thursdays through a partnership with WIC, OSU (College of Public Health), and the City of Columbus. This event requires additional security coverage during specified hours.

The security contractor is to provide twenty-four hour coverage at this site as indicated in Exhibit 1 of this RFP. Notwithstanding this schedule, the City may require the security contractor to provide additional trained staff for special programs, or for other reasons.

## **Relationship Between Parties**

The relationship of the Security Contractor, its security officers, supervisors, and other employees furnished pursuant to this agreement and CPH shall be that of an independent contractor. All personnel furnished to the City under this agreement shall be employees of the vendor. The vendor shall exercise control over all aspects of its employee's employment and conduct. Such control shall include, without limitation, hiring, evaluation, promotion, discipline, and the resolution of complaints and grievances.

The Security Contractor shall pay all salaries, benefits, payroll taxes (including but not limited to Social Security taxes, Federal and State Unemployment Taxes and State Worker's Compensation fees), license fees, outfitting fees and uniform maintenance costs associated with this agreement.

Notwithstanding other provisions of this agreement, CPH reserves the right to require the Security Contractor to replace an officer or supervisor.

## **Security Contractor Qualification and Licenses**

The Security Contractor must be licensed in the State of Ohio to provide the services described in the agreement. A copy of the vendor's license(s) must be attached to their response.

The Security Contractor must have a minimum of three years of experience providing similar services.

## **II. Specifications**

### **1. General Duties for Security Officers**

- 1.1 Access Control Duties.
- 1.2 Facility Patrol Duties.
- 1.3 Escort of staff and other personnel as directed.
- 1.4 Patrols and inspection of building for security violations, maintenance problems, safety and fire hazards.



- 1.5 Operation of security related equipment including, but not limited to, closed circuit television systems, access control, radios, intercoms, telephones, fire alarm systems, and duress alarms.
- 1.6 Operation of the Security Control Center. Must monitor and appropriately respond to:
  - 1.6.1 Duress alarm system
  - 1.6.2 Fire safety system
  - 1.6.3 Access control and alarm system
  - 1.6.4 Closed circuit television system
  - 1.6.5 Elevator monitor system
  - 1.6.6 Key control system
  - 1.6.7 Maintain all logs
  - 1.6.8 Intercom and Call-For-Assistance (CFA) devices
- 1.7 Officers must be prepared to respond to conditions of fire, theft, trespass, vandalism, violence, disturbance, fights and confrontations.
- 1.8 Prepare written reports detailing incident facts.
- 1.9 Other duties as directed by the CPH Facilities Administrator and agreed to by both parties.

### **III. Requirements**

#### **2. Security Officer Qualifications**

Officers assigned to CPH must have the following minimum qualifications and training:

- 2.1 Prior to assignment to CPH, the Security Contractor must complete a background investigation verifying that the applicant is free of any felony criminal conviction and has not been convicted of any theft related offences, sex offences, crimes of violence, or drug offences. This shall include, but is not limited to, a fingerprint check through the Ohio Bureau of Criminal Identification and Investigation (BCI&I) or a "WebCheck", a check of appropriate local police records, verification of employment for the past seven years, verification of training and education, and all other checks the vendor normally conducts for candidates. No criminal record of any kind will be accepted.
- 2.2. The Security Contractor must conduct and certify a pre-assignment 10 panel drug screening which the applicant must pass.
- 2.3 All officers must:

- Be in good general health without physical or psychiatric restrictions that could interfere with the performance of their duties and responsibilities.
  - Be mentally alert and utilize reliable judgment.
  - Be able to communicate utilizing radios and telephones.
  - Be able to operate a golf cart type vehicle as needed and must possess a valid Ohio operator's license.
  - Be able to respond to emergency conditions by climbing up at least four flights of stairs.
  - Be able to patrol both the interior and exterior of the building and the parking garage regardless of weather conditions.
  - Be able to complete accurate written incident and activity reports.
  - Be able to provide their supervisor or Health Department management with clear, articulate descriptions of activities, incidents, or problems verbally and in written form.
- 2.4 Undergo a building specific orientation that shall include site-specific emergency and standard policies, procedures, patrol and response procedures, and an introduction to CPH facility management staff. Additionally, all relief officers must have this basic orientation before being assigned to this facility.
- 2.5 Be at least 18 years of age.
- 2.6 Be physically able to perform foot patrols on an hourly basis and be physically fit to perform all facets of security duties to including climbing up to four flights of stairs.
- 2.7 Be qualified to perform all security functions, including patrolling, response, and Control Center Operations.
- 2.8 Have basic computer skills including keyboard and mouse skills and knowledge of the Windows operating environment sufficient to effectively operate the building's access control, Closed Circuit Television (CCTV) equipment, telephone, paging, and alarm systems.
- 2.9 Carry operational flashlights, radios, and select keys.
- 2.10 Possess the following qualifications:
- 2.10.1 Be a High School graduate or possess a GED Equivalency, and be able to fluently speak, read and write the English language.
  - 2.10.2 Must not have any physical or mental impairment that would prevent them from performing their assigned duties.

- 2.10.3 Must possess a valid Ohio Operators License and be able to operate a utility type vehicle.
- 2.10.4 Security Officer's work may require frequent and prolonged walking, standing, stooping and sitting. Physical stamina in all of its forms is a basic physical requirement of the position. Any individual, who cannot meet the following physical requirements of this position, including inability discovered through on-the-job performance, will be disqualified.
- 2.10.5 Vision. Binocular vision is required. Must be able to accurately monitor CCTV systems and perform all other responsibilities with corrected vision. Ability to distinguish basic as well as shades of color is required, as is normal peripheral vision.
- 2.10.6 Hearing. Must be able to hear a whispered voice at fifteen feet with each ear.
- 2.10.7 Speech. Disease or conditions resulting in indistinct speech are disqualifying.
- 2.10.8 Extremities and Spine. Deformities or disease of the extremities and spine that interfere with the full performance or position duties are disqualifying.
- 2.10.9 Respiratory System. Any chronic disease or condition affecting the respiratory system, which would impair the full performance of the duties, is disqualifying, e.g., conditions that may result in reduced pulmonary functions, shortness of breath, or painful respiration.
- 2.10.10 Nervous System. Security Officers must possess emotional and mental stability with no history of basic personality disorder. Security Officers with a history of epilepsy or convulsive disorder must have been seizure-free for the past two years without medication.
- 2.10.11 Weight and Height. Weight and height is to be proportionate.
- 2.10.12 Miscellaneous. Though not mentioned specifically above, any other disease or condition, which would interfere with the full performance of duties of the position, is also grounds for medical rejection.

### 3. Security Officer Job Duties

- 3.1 Security Officers shall be responsible for all aspect of premises protection, including, but not limited to guarding against and/or responding to conditions of fire, theft, malicious injury, damage and destruction, trespass, reporting



safety and fire violations, and providing services to enhance the safety of our patients, staff, and visitors such as escorts.

- 3.2 Security Officers may be called upon to diffuse potentially violent situations through the use of non-violent intervention skills. When a potentially violent situation threatens to erupt on the spot and no weapon is present, verbal de-escalation is appropriate.
- 3.3 Law enforcement activities are the responsibility of the Columbus Police Department.
- 3.4 Security staff is responsible for reviewing job descriptions and post orders in order to fully understand security officer duties and responsibilities.
- 3.5 Open and secure the CPH complex including all buildings on this site and grounds.
- 3.6 Check all interior and exterior areas during the entire period of scheduled security coverage by making regular patrol rounds of the complex and utilizing electronic monitoring systems.
- 3.7 Respond to CPH requests for assistance in the non-violent management of potentially disruptive patients or visitors.
- 3.8 Enforce sign-in and sign-out procedures after hours.
- 3.9 Enforce building fire and safety regulations.
- 3.10 Enforce NO SMOKING rules.
- 3.11 Enforce CPH building policies.
- 3.12 Prepare incident reports detailing activities and unusual situations, safety hazards, and administrative concerns.
- 3.13 Cross-train on fixed, response, and patrol duties.
- 3.14 Security Officers on patrol shall carry operational flashlights, radios and other equipment as required for the performance of their duties. Security Officers are not permitted to carry weapons of any kind.
- 3.15 Security Officers may be required to perform other duties within the scope of this agreement, which the Security Contractor and the CPH Facilities Administrator may agree upon in writing.

- 3.16 Security Officers are in proper uniform (furnished by the Security Contractor and approved by CPH) including hats, gloves and foul weather gear for cold weather, rain, and snow.
- 3.17 Security Officers are alert and able to perform their duties at all times.
- 3.18 Written activity reports detailing routine activities and unusual incidents are provided for the CPH Facilities Administrator for review daily.
- 3.19 Incident reports (separate from activity reports) will be provided to the CPH Facilities Administrator when officers are aware of unusual or significant incidents or issues.
- 3.20 Back up supervision from the Security Contractor's local office is available from a local office 24 hours a day, 365 days a year. Any back up supervision will be administered by the Operations Manager including the annual farmer's market.
- 3.21 The Site Supervisor maintains regular and routine communication with the CPH Facilities Administrator.
- 3.22 That at least 24 hours prior to assignment the Security Contractor will submit certification to the CPH Facilities Administrator that the proposed Security Officer has successfully completed their background check and drug screening.
- 3.23 Security officer duties are performed in a professional manner consistent with the needs of CPH and the Security Contractor's standards.

#### 4. Security Officer Qualification

The following documentation is required of all Security Officers before their assignment commences and must be presented to the CPH Facilities Administrator prior to being cleared to work:

- 4.1 At least 24 hours prior to assignment, certification that pre assignment training, background check and drug screening have been completed and that the individual is cleared to work at this site. This certification must be presented to and accepted by the CPH Facilities Administrator or designee.
- 4.2 Provide certification to the CPH Facilities Administrator that the Security Officer has completed pre assignment site orientation and basic training including three (3) consecutive days of on-site training paid for by the Security Contractor.

- 4.3 Disciplinary Problem. A certificate attesting that the Security Officer being assigned has not been previously removed for cause or poor performance from any other facility that the Security Contractor serves.

## 5. Security Officer Training Requirements

The following is a list of training that must be completed by Security Officers prior to being assigned including the three (3) consecutive days of on-site training. The Security Contractor shall be responsible for the training listed below and all associated costs:

- 5.1 Building and site orientation and walk through.
- 5.2 Security Control Center Operation.
- 5.3 Building Patrol, Parking Lot Patrol, Response, and Escort Duties.
- 5.4 Screening Duties.
- 5.5 Locking and Unlocking Procedures.
- 5.6 Actions during Various Emergencies.
- 5.7 Understands and Follows Post Orders.

## 6. Services To Be Performed by the Security Contractor

### Documentation Required from the Security Contractor

- 6.1 The Security Contractor must comply with the State of Ohio's State Security Officer Licensing requirements and submit a copy with the proposal.
- 6.2 The Security Contractor will be responsible for paying the initial and on-going annual guard card costs for those officers assigned to CPH.
- 6.3 New Hires. Prior to any new Security Officer being assigned to and permitted access to CPH the contractor shall comply with all portions of Sections 4 & 5 of this RFP relating to Security Officer Qualifications and Training.
- 6.4 Security Contractor's Performance Requirements

The Security Contractor's responsibilities shall include but are not limited to the following:



- 6.4.1 Upon initiation of the agreement the Security Contractor shall follow the CPH established Security Post Orders detailing officer duties, responsibilities, emergency procedures, policies, practices, and CPH contacts designed to ensure the safety of our facility, patients, visitors, staff, and security staff. Understand that while these documents are currently in place, the Security Contractor may recommend enhancements to the existing CPH policies and procedures after contract award and time spent learning the site.
- 6.4.2 Open Posts. Security Contractor shall be responsible to ensure that Security Officers are on their post at the scheduled times. In the event of an open post, in addition to not being paid for the open post hours, the Security Contractor shall be charged a penalty. The penalty for an open post is one times (1X) the billing rate, which will be automatically deducted from the invoice.
- 6.4.3 CPH views the proper covering of all assigned posts as a critical part of the contracted service and reserves the right to fill open posts with special duty Columbus police officers. When this action is taken, then in addition to the penalties outlined in paragraph above, CPH will deduct from the weekly invoice the wages of these special duty officers.
- 6.4.4 Security Contractor shall coordinate reconciliation of security hours with the CPH Facilities Administrator on a weekly basis by reviewing officer sign-in sheets and time cards. A means of electronic time keeping will be provided by the Security Contractor for the Security Officers to clock in and out.

## 6.5 Training

- 6.5.1 Security Contractor shall be responsible for the training of all assigned Security Officers and all associated costs.
- 6.5.2 Security Officers, prior to being assigned, shall undergo professional training as required to perform their duties in a competent manner. Security Contractor will submit with their RFP response, a description of the pre-assignment professional training and site-specific training program and the intended method of providing this training. Site-specific training shall be at a minimum, eight hours. After the initial eight hours of site-specific training, new Security Officers will be permitted to work on billable time.
- 6.5.3 Although not a requirement prior to hire, all Security Officers will be First Aid, CPR, and AED certified within the first ninety (90) days of placement at CPH.

6.5.4 CPH will provide the CCTV/DVR training to the Security Officers as part of the mandatory training the officers receive.

7. Roster

7.1 No later than two (2) days prior to the commencement of the contracted service, Security Contractor shall submit a roster of active Security Officers, who will be assigned to CPH. Additionally, Security Contractor shall furnish names of other qualified personnel who will be authorized to work as back-up personnel. Contractor is required to have a minimum of three (3) utility officers trained to work at CPH at all times.

8. Security Contractor's Supervisory Personnel

8.1 The Security Contractor shall designate a Site Supervisor, who will supervise the day-to-day security operations of the security contractor personnel. This person should be available on a 24-hour basis to respond to any staffing problems at CPH.

8.2 The Security Contractor shall absorb any differential in pay for any OIC/shift commanders, or other supervisory personnel assigned to CPH, who may need to fill in should a Security Officer not be available to work.

8.3 The Security Contractor shall furnish a list of off-site management personnel with names, qualifications, telephone, and cell phone numbers to the CPH Facilities Administrator to contact in the event of problems of immediate nature. The list should specify who to call in what order.

8.4 CPH has determined that the current Site Supervisor working the CPH account will be retained regardless of who is awarded the contract. This individual, Brian Fyffe, will maintain his role as the Site Supervisor at CPH with existing pay and tenure.

9. Pre-employment Screening and Background Checks

9.1 Any Security Officer who fails to properly perform assigned duties is subject to a request to be removed by the CPH Facilities Administrator. The Security Contractor shall remove that officer upon the request of the CPH Facilities Administrator.

10. Double Shifting

10.1 At no time shall the Security Contractor schedule Security Officers to work more than twelve (12) hours per a 24-hour period. Double shifting is defined as working in excess of twelve (12) hours at a single or a combination of

facilities. Double shifting practices will be sufficient cause for the cancellation of this contract.

11. Dedicated Service

- 11.1 At no time will a Security Officer be removed from the CPH facilities to cover the Security Contractor's other post and leave an open post. Only qualified Security Officers are permitted to work at CPH.

12. Training and Operational Manual

- 12.1 Security Contractor will be required to prepare a training manual to train all Security Officers assigned to CPH, subject to the approval of the CPH Facilities Administrator. Each Security Contractor will provide a sample Training and Operational Manual with their response.
- 12.2 Security Contractor will also be responsible to prepare a written test, subject to the CPH Facilities Administrator's approval, and administer the test to Security Officers being trained for duty at this site. Each Security Contractor will provide a sample copy with their response, if available. The test shall cover general and special orders as well as pertinent operational information and instructions. Security Officers unable to pass this test within two weeks of their assignment to CPH will not be assigned to this site.

13. Equipment provided by Contractor

The Contractor shall provide, at their expense:

- 13.1 Two (2) cell Mag Lite flashlights for all the Security Officers during the second and third shifts.
- 13.2 Two (2) cell phones. One (1) cell phone assigned to the Site Supervisor that is capable of sending and receiving e-mails 24 hours a day, 365 days a year for the purpose of supervision and maintaining communications with the CPH Facilities Administrator and one (1) cell phone assigned to the security staff for roll over calls from the CPH call boxes and Immunization Vaccine Control System.
- 13.3 Four (4) radios and spare batteries for Security Personnel. Motorola model RDU4160d or equivalent since not all types of radios will work in the building due to its age. Radios will be used to communicate with the CPH Facilities Administrator and other essential staff.
- 13.4 Name tags for all Security Officers assigned to the account.
- 13.5 CPH shall supply any utility type vehicles for use by the Security Officers.



#### 14. Dress

The Security Contractor, at their own expense, shall provide the following clothing to each Security Officer.

- 14.1 Security Officers will be dressed in a paramilitary style uniform with a gray uniform shirt, with badge reinforcement, metal badge, black slacks, black belt, black shoes and color-coordinated tie. Summer uniform shall be a gray short sleeve uniform shirt with badge reinforcement and metal badge, black belt, and black uniform slacks. Additionally, the Security Contractor will provide hats, gloves, jackets and rain gear for Security Officers when conducting exterior patrol or services.
- 14.2 Quantity. Full-time Security Officers will be issued four long sleeve shirts, four short sleeve shirts, and four pairs of pants. Part-time Security Officers will be issued three long sleeve shirts, three short sleeve shirts, and three pairs of pants. All Security Officers will be issued two ties, a black belt, and weather gear. Security Officers are responsible for providing their own boots. Tennis shoes are not an acceptable form of footwear.
- 14.3 Security Officers are to be in a complete uniform at all times while on the premises. Uniform items must at all times be clean, neatly pressed and properly worn.

#### 15. Alcohol and Drugs

- 15.1 No Security Officer will be permitted to work when he or she appears to be under the influence of alcohol and/or drugs. When such a condition is detected, the Security Contractor's Site Supervisor shall be immediately notified for resolution. Being "under the influence" shall include, but is not limited to, an odor of alcoholic beverages on or about the Security Officer.

#### 16. Business Solicitations

- 16.1 No Security Officer shall engage in any business or other personal activity while on duty.

#### 17. Non-Performance of Duty

- 17.1 Security Officers found not performing their assigned post duties by either sleeping, reading newspapers, or involved in activity other than those prescribed by the Post Orders will be immediately reported to the Security Contractor's Site Supervisor.
- 17.2 CPH will request the removal of Security Officers failing to perform their assigned screening duties in a consistent manner. The Security Contractor

shall be responsible for removing the Security Officer from the facility and providing a suitable replacement Security Officer within 120 minutes of the request by the CPH Facilities Administrator or designee.

18. Inspection by Off-site Management Personnel

- 18.1 Security Contractor's Site Supervisor is expected to visit the site at least once per week on second or third shift to conduct a duty performance inspection and to meet with the Security Contractor's security staff. On a weekly basis, a "roving" Supervisor shall be required to make site visits on both second and third shifts. On a monthly basis, as requested by the CPH Facilities Administrator, the Contractor's Site Supervisor will meet with the CPH Facilities Administrator regarding day-to-day security operational matters. The CPH Facilities Administrator may also request the presence of the Security Contractor's senior management at these meetings.
- 18.2 The Site Supervisor is expected to inspect each member of the Security Staff once per month and submit a written inspection report to the CPH Facilities Administrator.

19. Quality Assurance Program

- 19.1 Security Contractor is to establish a Quality Assurance Program, incorporating the stated inspection requirements and submit the plan with their proposal.

20. Start Up Plan

- 20.1 Contractor is to submit a detailed Start-up Plan showing when and how sufficient Security Officers will be trained prior to the start of the security contract in order for the transition to be smooth and with properly trained personnel.

21. Wages

- 21.1 Security Contractor shall pay Security Officers a starting rate of no less than \$20.00 per hour in compliance with the requirements of 329.06 (c)(10) of the Columbus City Code. Please note that this amount is subject to change but for bidding purposes, use the \$20.00 per hour. Security Officers assigned "Lead" responsibilities shall be paid an hourly premium. The Site Supervisor shall be compensated at a rate consistent with his/her responsibilities.
- 21.2 Security Officers will be paid at their regular hourly rate for Sunday pay.

- 21.3 Security Officers will receive time and a half (1.5x) pay for the following holidays if scheduled to work: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- 21.4 The Site Supervisor will receive double time (2x) pay for the following holidays if scheduled to work: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- 21.5 The Site Supervisor will receive paid holidays for the following scheduled holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- 21.6 Security Officers will receive one (1) week of vacation after one (1) year of service, two (2) weeks vacation after five (5) years of service. In the event a Security Officer requests vacation pay in lieu of taking time off, the Security Contractor will issue a separate check to the Security Officer and not include it in the Security Officer's regular pay.
- 21.7 The Site Supervisor will receive one (1) week of vacation after one(1) year of service, two (2) weeks vacation after five (5) years of service, and three (3) weeks of vacation after ten (10) years of service.
- 21.8 Security Officers pay raises will be based on contract funding and in compliance with the requirements of 329.06 (c)(10) of the Columbus City Code.
- 21.9 The Site Supervisor will receive a one (1) pay raise a year at the discretion of the CPH Facilities Administrator.

## 22. Escalator/De-escalator Clause

- 22.1 During the term of this security contract, or any extensions thereof, if the City of Columbus government full time employee lowest paid wage increases or decreases, the Security Contractor will be permitted to increase or required to decrease the billing rate the same percentage as the new lowest paid wage of a City of Columbus government full-time employee. Also, during the term of this security contract, if mandates by the City of Columbus are issued which increase or decrease the Security Contractor's cost of providing the security services the Security Contractor may also increase or will be required to decrease the billing rate. All increases shall be subject to the following: the Health Commissioner will review them and, with proper documentation, may approve them. Such documentation, including proof of mandate and justification for additional

compensation must be presented to CPH 45 days prior to such approval. Any increases to the amount of the contract shall require a written contract modification and the approval of the Columbus City Council and Mayor. All decreases will be subject to the following: CPH will present proper documentation for proof/justification for less compensation 45 days prior to their effective date. The Security Contractor and the City shall agree on the revised compensation and a written contract modification shall be pursued subject to the approval of the Columbus City Council and Mayor.

## 23. Staffing

23.1 See Exhibit 1 for a sample schedule.

23.1.1 All shifts. Security Officers will work a straight 8 hour shift without breaks. They may eat at their post (if the building is unoccupied) but must be available to respond to emergencies, answer phones, etc.

23.1.2 CPH hosts a Farmers Market the first three Thursdays in August each year. Security Contractor must be able to supply approximately twelve (12) additional Security Officers during these events for both crowd and traffic control. These Security Officers are to be uniformed in a highly visible (neon colored) polo shirt, black cargo shorts, and a highly visible vest with SECURITY printed on the back. Any other uniform is unacceptable. The Security Contractor will supply an Operations Manager from the main office to act as an additional Site Supervisor during this time and the Security Contractor is responsible for providing ice and cold water to the Security Officers working outside.

23.1.3 All Security Officers will be properly uniformed for any special events hosted on the property.

## 24. Audit

24.1 The City of Columbus has the right to audit Security Contractor's payroll records under the agreement to ensure compliance with this item of specifications.

24.2 CPH reserves the right to modify this schedule based on building use or activity patterns.

24.3 The Site Supervisor is a "working" supervisor and performs Security Officer duties when only two security personnel are on site and at other times as needed. Site Supervisor's schedule is not fixed and he/she can move between shifts as needed.

#### **IV. Contract Infringements**

##### **25. Untrained and Not Approved Security Officer on Post**

- 25.1 Untrained Security Officers on post will result in non-billed hours instead of being considered an open post.

#### **V. CPH Responsibilities**

##### **26. CPH will assign a Facilities Administrator to act as liaison between the Security Contractor and the City.**

- 26.1 CPH will cooperate with the Security Contractor in the development of any policies, procedures, and emergency calls lists.
- 26.2 CPH will be responsible for coordinating the maintenance of fixed security equipment including the access control, CCTV, alarm, and CFA systems.
- 26.3 CPH reserves the right to add and delete security hours under the terms of this Contract. In cases where additional security services are requested, the Security Contractor will provide them at the rates stated in the Contract. No premium charges will be assessed when temporary service is requested with 24 hours notice. Staffing request with less than 24 hours notice may be billed at a provided overtime rate.

##### **27. Post and Weekly Hours**

Security Officers – Weekdays	200 hours
Security Officers – Weekends	48 hours
Security Officer – Cover Women’s Health Clinic the 1 <sup>st</sup> Saturday of each month	96 hours
Site Supervisor – Weekly	40 hours
Total Weekly Coverage (approximate)	288 hours
Special events and needs	400 hours
For proposal purposes, use annual hours of	<u>15,472 hours</u>

##### **28. CPH celebrates the following holidays**

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Indigenous People  
Veteran’s Day

Thanksgiving Day  
Christmas Day

29. Invoices and Rates

Invoices are to be submitted bi-weekly in a following manner:

Category	Hours	Billing Rate	Total
Security Officers	XXX	\$\$\$\$	\$\$\$\$
Officers Names, Hours			
Site Supervisor Hours	XXX	\$\$\$\$	\$\$\$\$
Insurance premiums			\$\$\$\$
Total Amount Due.....			\$\$\$\$
Dates of Service			

Note: Invoices should match the Security Hours Reconciliation Report and insurance premiums need to be listed by Security Officer as a separate line item on all invoices. Bill accuracy is paramount to ensure timely payment. Invoices shall be sent to Mr. Scott Hutchinson, CPH Facilities Administrator, 240 Parsons Ave, Columbus, Ohio 43215.

**VI. Proposal Requirements**

30. Each offeror must be a registered vendor with the City of Columbus and contract compliant. If not a registered vendor with the City, register through the link below and complete the questionnaire regarding your contract compliance.  
<http://vendors.columbus.gov/sites/public/Enterprise%20Portal/default.aspx?&WDPK=initial&WMI=EPHome&redirected=1&WCMP=COLS&WMI=EPHome>.
31. All bids must be submitted electronically through the City of Columbus Bonfire hub at <https://columbus.bonfirehub.com/projects>. Follow this link to create a new vendor registration. Paper and/or email bids will not be accepted. All questions related to the RFP will be entered into Bonfire hub for answering.
32. The list of items to be submitted with the proposal as outlined below may not be all-inclusive. It is the offeror's responsibility to ensure that all pertinent information for an adequate evaluation is included with their response.
  - a. A copy of the State of Ohio License/Certification.

- b. Provide a list of five references in the Columbus, Ohio Standard Metropolitan Statistical Area (SMSA) with accounts in excess of 300 hours per week. Include contact information with your proposal. If CPH is unable to contact your references, you may get a reduced score in the evaluation criteria.
- c. Provide a local office address and your 24 hours response capabilities and procedures. Due to the nature of the services required, a local office that can respond immediately is deemed necessary.
- d. Provide a list of names and qualifications of local office management personnel who will be responsible to oversee this operation.
- e. Provide a list of names and qualifications of Security Officers who will be assigned to this account if a contract is awarded.
- f. Describe in detail the Pre-Assignment Professional Training that will be given to each Security Officer assigned to this facility.
- g. Describe in detail the Quality Assurance Program for this facility.
- h. Describe in detail how you plan to provide the Site-Specific Training to each Security Officer and include a training synopsis.
- i. Describe in detail your Start-up Procedure for this account.
- j. Billing Rate Breakdown and Evaluation Form.
- k. Notarized, Non-Collusion Affidavit.
- l. Notarized, Delinquent Personal Property Affidavit.
- m. Copy of current Worker's Compensation Insurance certificate.
- n. Copy of Liability Insurance in the limits stated as part of this RFP package with the City of Columbus named as additionally insured.
- o. Letter of Transmittal.
- p. One marked original and two (2) marked copies of the RFP and responses.
- q. Bond or Proof of ability to meet Bond requirements.

NOTE: If the Security Contractor wishes for any information submitted with their proposal for contract security services to remain confidential, Security Contractor must state so in their RFP response to CPH.

### 33. Contract Term and Contract Extension

- 33.1 The initial term of this contract shall be for one year, commencing on March 1, 2020. The contract is subject to approval of annual appropriations. The contract may be extended for four additional one-year periods, subject to the approval by both parties and the required City authorities.
- 33.2 Pricing for the extended renewal periods shall be subject to the escalator/de-escalator terms, enclosed in this RFP.

### 34. Contract Cancellation

- 34.1 CPH has the right to terminate the contract upon 30 days written notice to the Security Contractor. The Security Contractor may elect not to extend this contract for the additional renewal period but must do so by providing a



written notice, ninety (90) days prior to the effective date of the renewal, to the Health Commissioner, City of Columbus.

## **VII. Evaluation Criteria and Security Contractor Selection Process**

35. The evaluation criteria shall include, but need not be limited to the following:

- a. The Competence of the offeror to perform the required service as indicated by the technical training, education and experience of the offeror's personnel who would be assigned to perform the work;
- b. The quality and feasibility of the offeror's technical proposal;
- c. The ability of the offeror to perform the required service competently and expeditiously as indicated by the offeror's workload and the availability of necessary personnel, equipment and facilities;
- d. Past performance of the offeror as reflected by evaluations of the City agency, other City agencies and other previous clients of the offeror with respect to such factors as quality of work, success in controlling costs, and success in meeting deadlines;
- e. Responsible employer. Offeror demonstrates commitment to a stable, healthy employee base by providing proof of adequate healthcare coverage and pension availability. Adequate healthcare coverage for the purpose of this bid shall mean that the employer pays directly, or through an agent, a portion of the premium on behalf of its full-time employees (proposed to work for this contract) into a health insurance program with a bona fide plan administrator. The health plan offered must be, at a minimum, in the silver health plan category. Provide the average length of employee tenure in years. Companies whose employee base has the fewest turns will be ranked higher. Offeror demonstrates a record of responsibility to government initiatives with regard to Federal and State Occupational Safety and Health Administration regulations; Federal and State wage and hours laws, and the Fair Labor Standards Act.

**NOTE: Each offeror shall include in their proposal pricing a \$30,000.00 line item for medical/dental/vision insurance. The successful vendor will only be reimbursed their portion of the actual cost paid after submission of proof for the purchase of said insurance for any Security Officer assigned to Columbus Public Health.**

- f. The cost or pricing structure of the offeror's proposal. See the attached *Billing Rate Breakdown and Evaluation* form.
- f. See the attached *Evaluation Criteria and Security Contractor Selection Process* matrix.

### **Special Notice – Mandatory Pre-Bid Meeting**

A pre-bid meeting will be held on October 30, 2019 from 1:00 PM to 2:00 PM at the Columbus Health Department building, 240 Parsons Avenue, Room 119C, Columbus, Ohio 43215.

A walk-through will be conducted immediately following the Pre-Bid conference. Any interested offeror must attend. Failure to attend the Pre-Bid meeting will disqualify an offeror. OFFERORS SHALL COMPLY WITH AND BE RESPONSIBLE FOR THE SPECIFICATIONS AND INFORMATION DISCUSSED AT THE MANDATORY PRE-BID MEETING AS WELL AS ANY ISSUED ADDENDUMS.

### **VIII. Anticipated Timeline**

<b>Activity:</b>	<b>Dates:</b>
Publish RFP	October 16, 2019
Mandatory Pre-Bid Meeting	October 30, 2019 1:00 PM – 2:00 PM EDT
Deadline for submission of questions	November 6, 2019, 5:00 PM EDT
Deadline for submission of proposal	November 18, 2019, 12:00 PM EDT
Committee evaluation of proposals	November 19 – December 6, 2019
Proposal selection	December 6, 2019
Contract Term begins	March 1, 2020 (contingent on Council Approval)
Contract Term ends	February 28, 2021

WIC Needs:

### **I. Scope of Services**

Franklin County WIC has a need to contract for unarmed, uniformed security services with special qualifications as stated in this RFP. The coverage will be for four 9-hour days and one 4-hour day per week. The days will be Monday through Friday. Monday thru Thursday are 9-hour days and Friday is a 4-hour day. Total weekly hours will be 80. Security services are to be provided at two off site WIC locations, 5770 Karl Rd., Suite 400, Columbus, Oh 43229 and 1350 Briarwood Ave Columbus, OH 43211. The contract shall be in effect from October 1, 2023 at 7:30 AM, to September 30, 2024 at 5pm, with the option to renew for four additional one-year periods.

#### **36. Staffing**

36.1 See Exhibit 1 for a sample schedule.

36.1.1 WIC hosts three Farmers Market. The Security Contractor must be able to supply approximately six (6) additional Security

Officers during these events for both crowd and traffic control. These Security Officers are to be uniformed in a highly visible (neon colored) polo shirt, black cargo shorts, and a highly visible vest with SECURITY printed on the back. Any other uniform is unacceptable. The Security Contractor will supply an Operations Manager from the main office to act as an additional Site Supervisor during this time and the Security Contractor is responsible for providing ice and cold water to the Security Officers working outside.

37. Post and Weekly Hours

Security Officers – Weekdays	80 hours
Security Officers – Weekends	48 hours
Special events and needs	200 hours
For proposal purposes, use annual hours of	<u>8,520 hours</u>

38. CPH celebrates the following holidays

New Year's Day  
 Martin Luther King Jr. Day  
 President's Day  
 Memorial Day  
 Juneteenth  
 Independence Day  
 Labor Day  
 Indigenous People  
 Veteran's Day  
 Thanksgiving Day  
 Christmas Day

39. Invoices and Rates

Invoices are to be submitted Monthly in the following manner:

Category	Hours	Billing Rate	Total
Security Officers	XXX	\$\$\$\$	\$\$\$\$
Officers Names, Hours			
Site Supervisor Hours	XXX	\$\$\$\$	\$\$\$\$
Insurance premiums			\$\$\$\$
Total Amount Due.....			\$\$\$\$
Dates of Service			

Note: Invoices should match the Security Hours Reconciliation Report and insurance premiums need to be listed by Security Officer as a separate line item on all invoices. Bill accuracy is paramount to ensure timely payment. Invoices shall be sent to Erin Stoops, Franklin County WIC Office Manager, 240 Parsons Ave, Columbus, Ohio 43215.

## **BILLING RATE BREAKDOWN AND EVALUATION FORM**

Offeror's Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone and Fax Numbers: \_\_\_\_\_

Contact Name & E-mail Address: \_\_\_\_\_

Item	New Hire Wage	Post Probation Wage	Hourly Billing Rate
Hourly Officer Wage			
Hourly Site Supervisor Wage			
Hourly Officer Holiday Wage			
Hourly Site Supervisor Holiday Wage			
Hourly Officer Special Event Wage			
Hourly Site Supervisor Special Event Wage			
Hourly Cost for Training			
Factor in Additional Training Cost for Turnovers			
Vacation Accrual			
Payroll and Other Taxes			
Hourly Cost for Uniforms			
Hourly Cost for Cell Phones			
Hourly Cost for Radios			
Hourly Cost for Overhead			
Hourly Cost for Profit			
Total Hourly Billing Rate – Officers			
Total Hourly Billing Rate – Site Supervisor			
Total Hourly Billing Rate Holiday – Officers			
Total Hourly Billing Rate Holiday – Site Supervisor			
			<b>Year Cost</b>
Medical / Dental Insurance Pass Through			\$30,000.00
Total Annual Contract Cost Based on Estimated Hours from Exhibit 1			

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

## **EVALUATION CRITERIA AND SECURITY CONTRACTOR SELECTION PROCESS**

<b>AREAS TO BE EVALUATED</b>	<b>PERCENT</b>	<b>PERCENT</b>
1. The competence of the offeror to perform the required services as indicated by the technical training including familiarity with access control and CCTV systems similar to CPH, education and experience of the offeror's personnel, who would be assigned to perform the work: A. Trainer and Management Staff B. Quality Assurance Program	20%	
2. The quality and feasibility of the offeror's technical proposal: A. Transition Program	15%	
3. The ability of the offeror to perform the required service competently and expeditiously as indicated by the offeror's workload and the availability of necessary personnel, equipment and facilities: A. Proximity of office B. Operational response capability C. Availability of management staff on 24-hour basis	15%	
4. Past performance of the offeror as reflected by evaluations of the City agency, other City agencies and other previous clients of the offeror with respect to such factors as quality of work, success in controlling costs, and success in meeting deadlines: A. Five current clients of 300 hours or more	10%	
5. Responsible employer: A. Health Care Coverage B. Average employee tenure C. Response to Government Initiative	15%	
6. The pricing structure of the offeror's proposal will reflect the City's commitment to having a quality workforce: A. Price B. Projected turnovers C. Officer compensation package D. Payroll taxes E. Direct labor relationship F. Overhead G. Profit	25%	
<b>TOTAL SCORE</b>	100%	



**Bureau of Workers'  
Compensation**

30 W. Spring St.  
Columbus, OH 43215

**Certificate of Ohio Workers' Compensation**

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit [www.bwc.ohio.gov](http://www.bwc.ohio.gov), or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer  
80144428

OSS Ohio Holdings, LLC  
217 N Howard Ave Ste 200  
Tampa FL 33606-1519

Period Specified Below  
07/01/2023 to 07/01/2024



[www.bwc.ohio.gov](http://www.bwc.ohio.gov)  
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

**Ohio Bureau of Workers' Compensation**

**Required Posting**

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'  
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.

## COLUMBUS PUBLIC HEALTH

### BUSINESS ASSOCIATE AGREEMENT

**THIS CONTRACT** is entered into this 21 day of February, 2024, by and between OSS Ohio Holdings, LLC (short name for Business Associate) and Columbus Public Health (CPH).

Check all that apply:

☐ CPH will make available and/or transfer to \_\_\_\_\_ Business Associate (BA) confidential, personally identifiable health information in conjunction with the following function(s) to be performed by BA on behalf of CPH:

\_\_\_\_\_  
\_\_\_\_\_

☒ CPH will provide access to facilities, equipment and/or services which may result in unintentional disclosure of protected health information.

Such information may be used or disclosed only in accordance with the privacy regulations [45 CFR Sections 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC Sections 1320 –1320d-8], the regulations issued regarding breach notification for unsecured protected health information [45 CFR Parts 160 and 164] and the terms of this Contract.

#### Definitions

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 45 CFR 164.501 and Section 13402 (h) of the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act (ARRA) of 2009.

- (a) Access. As defined by 45 CFR Part 164.304, access is defined as the ability or the means necessary to read, write, modify or communicate data / information or otherwise use any system resource.
- (b) BA. "Business Associate" (BA) shall mean **[Insert Name of Business Associate]** OSS Ohio Holdings, LLC. A Business Associate, as defined by 45 CFR 160.103, as a person who creates, receives,

maintains or transmits protected health information for a function or activity including claims processing or administration, data analysis processing or administration, utilization review, quality assurance, patient safety activities as listed in 42 CFR 3.20, billing, benefit management, practice management, repricing, legal, actuarial, accounting consulting, data aggregation, management, administrative, accreditation or financial services to or for CPH where the provision of the service involves the disclosure of protected health information from CPH, or from another business associate of CPH to the person. This definition includes a health information organization, e-prescribing gateway, or other person that provides data transmission services with respect to protected health information to CPH and that requires access on a routine basis to that protected health information. It also includes a person that offers a personal health record to one or more individuals on behalf of CPH. It also includes a subcontractor of a BA that creates, receives, maintains or transmits protected health information on behalf of the BA.

- (c) **Breach.** As defined by 45 CFR 164.402, a breach means the acquisition, access, use or disclosure of protected health information in a manner that compromises the security or privacy of the protected health information. In addition, such unauthorized release of protected health information is presumed to be a breach unless the BA can demonstrate that there is a low probability that the protected health information has been compromised based on a risk assessment of the nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification, the unauthorized person who used the protected health information or to whom the disclosure was made, whether the protected health information was actually acquired or viewed, and the extent to which the risk to the protected health information has been mitigated. Exclusions to the definition of a breach are listed in 45 CFR 164.402, *Breach*, (1)(i – iii).
- (d) **Covered Entity.** As defined by the HIPAA Administrative Simplification regulations (45 CFR parts 160, 162, and 164) (HIPAA Rule) at Section 160.103, a covered entity is a health plan, health care clearinghouse, or health care provider that transmits any health information electronically in connection with a covered transaction, such as submitting health care claims to a health plan.
- (e) **Individual.** Individual means the person who is the subject of the information and shall have the same meaning as the term “individual” in 45 CFR 164.501 and shall include a person who qualified as a personal representative in accordance with 45 CFR 164.502(g).
- (f) **Privacy Rule.** “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information as in 45 CFR part 160 and part 164, subjects A and E.
- (g) **Protected Health Information.** “Protected Health Information” (PHI) is individually identifiable health information that is transmitted or maintained in any form or medium, including electronic, verbal or paper information, and shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by the BA from or on behalf of CPH. Exclusions to this definition are listed in 45 CFR 160.103, *Protected Health Information*, (2)(i – iv).



- (h) Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- (i) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or designee.
- (j) Subcontractor. Subcontractor means a person to whom a BA delegates a function, activity, or service, other than in the capacity of a member of the BA's workforce, as defined in 45 CFR 160.103, *Subcontractor*.
- (k) Unsecured Protected Health Information. The HITECH Act at section 13402(h) defines this to mean protected health information that is not secured through the use of a technology or methodology specified by the Secretary of HHS under guidance at 13402(h)(2) of Public Law 111-5 that would render the information unusable, unreadable, or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in the aforementioned Public Law. The prescribed technologies and methodologies include encryption and destruction.

#### **Obligations and Activities of BA**

- (a) BA agrees to submit the fully completed Business Associate Checklist for Evaluating HIPAA Compliance (BAC) attached to this document to CPH's HIPAA Privacy and Security Officer within 30 calendar days of receiving it.
- (b) BA agrees to remedy incomplete and/or unsatisfactory information CPH discovers in the BAC no later than 15 calendar days after CPH's notification to the BA of the need to do so.
- (c) BA agrees that negotiations between the BA and CPH will be delayed indefinitely until such time as BA provides satisfactory remedies to the issues CPH has identified with the BAC.
- (d) BA agrees to **not** use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- (e) BA agrees that it will allow a BA that is its subcontractor to create, receive, maintain or transmit protected health information on its behalf only if the BA obtains satisfactory assurances in accordance with 45 CFR 164.314 (a) and 164.504 (e)(1)(i) that the subcontractor will appropriately safeguard the protected health information.
- (f) BA agrees to ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the BA agree to comply with the applicable requirements of 45 CFR 164.314 (a)(2)(i – iii) by entering into a contract or other arrangement with such subcontractor that complies with the aforementioned section.
- (g) BA agrees to report to CPH any security incident of which it becomes aware, including breaches of unsecured protected health information as required by 45 CFR 164.410.
- (h) BA agrees to use appropriate safeguards to prevent use or disclosure of the PHI in addition to those authorized by this Agreement.

- (i) BA agrees to mitigate, to the extent practicable, any harmful effect that is known to the BA of a use or disclosure of PHI by the BA in violation of the requirements of this Agreement. The BA agrees to report to CPH any use or disclosure of the PHI not authorized by this Agreement.
- (j) BA agrees to ensure that any agent, including a subcontractor, to whom it provides PHI, agrees to the same restrictions and conditions that apply through this Agreement.
- (h) BA agrees to provide patients' access to his or her PHI, at the request of CPH, and in a time and manner designated by CPH in accordance with 45 CFR 164.524.
- (i) BA agrees to make available for amendment and incorporate any amendments to the protected health information in accordance with 45 164.526.
- (j) BA agrees to document any such PHI disclosure and information related to such disclosure as required for CPH to respond to an individual's request to account for disclosures of PHI in accordance with 45 CFR 164.528.
- (k) BA agrees to provide to CPH or an individual, in the time and manner designated  
by CPH, information collected in accordance with the function(s) BA has performed on behalf of CPH as per this Agreement, to CPH to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528
- (l) BA agrees to monitor all appropriate Federal publications (CFR, etc.) for any issued guidance from the Secretary of Health and Human Services and to make its internal practices, books, and records available to the Secretary for purposes of determining CPH's compliance with 45 CFR 164.504.
- (m) BA agrees, in its activities of accessing, maintaining, retaining, modifying, recording, storing, destroying or otherwise holding, using, or disclosing PHI to comply with breach notification regulations as prescribed in the HITECH Act, Subtitle D, Section 13402, as described in the American Recovery and Reinvestment Act (HR1) of 2009.
- (n) BA agrees, in accordance with the HITECH Act, Subtitle D, Section 13401 to follow all administrative, physical, technical and policy and procedure portions of the HIPAA Security Rule (45 CFR Part 160 and Part 164, Subparts A and C).
- (o) BA agrees, upon request of CPH, to employ technologies and methodologies that render PHI unusable, unreadable, or indecipherable to unauthorized individuals that are consistent with the National Institute of Standards and Technology (NIST) Special Publications available at <https://www.nist.gov> . If the BA already has an established encryption process and methodology, the BA agrees to use it and to jointly establish the necessary encryption technical requirements to allow for the secure exchange of PHI.
- (p) BA agrees to implement reasonable systems for discovery of breaches in accordance with Page 42749 of the Federal Register / Vol. 74, No. 162 / Monday, August 24, 2009 / Rules and Regulations.
- (q) BA agrees to ensure that its workforce members and its agents are adequately trained and aware of the importance of timely reporting of privacy and security incidents and of the consequences of failing to do so.

- (r)BA shall, in accordance with Section 164.404(a) (2) of the HIPAA Privacy Rule and Section 164.410(a) (2) of the Federal Register / Vol. 74, No. 162 / Monday, August 24, 2009 / Rules and Regulations, treat all breaches as discovered and report any and all breaches to CPH on the first day the breach becomes known or should have been known by the BA in exercising due diligence. The BA shall be deemed to have knowledge of a breach if the breach is known or by exercising reasonable due diligence would have been known, to any person, other than the person who committed the breach, who is an employee, officer, or other agent of the BA as described in the Federal common law of agency.
- (s)BA agrees to provide the notification required by Section 164.410(a) of the Federal Register / Vol. 74, No. 162 / Monday, August 24, 2009 / Rules and Regulations without unreasonable delay and in no case later than 60 calendar days after discovery of the breach, except as provided in Section 164.412 of the Federal Register / Vol. 74, No. 162 / Monday, August 24, 2009 / Rules and Regulations. The number of days between discovery by the BA and reporting same to CPH shall be one (1) calendar day. The BA is not liable for failing to provide notification in cases in which it is not aware of a breach unless CPH would have been aware of the breach had it exercised reasonable diligence.
- (t)BA agrees that the notification required by Section 164.410 (a) of the Federal Register / Vol. 74, No. 162 / Monday, August 24, 2009 / Rules and Regulations shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the BA to have been accessed, acquired, used or disclosed during the breach.
- (u)BA agrees to provide CPH with any other available information that CPH is required to include in the notification to the individual under Section 164.404(c) of the Federal Register / Vol. 74, No. 162 / Monday, August 24, 2009 / Rules and Regulations at the time of the notification required by Section 164.410(a) of this section as promptly thereafter as information becomes available.
- (v)BA agrees that if a law enforcement official informs the business associate that a notification, notice or posting required under Section 164.412 the Federal Register / Vol. 74, No. 162 / Monday, August 24, 2009 / Rules and Regulations would impede a criminal investigation or cause damage to national security, the BA shall (1) delay such notification, notice or posting for the time period specified by the law enforcement official if the statement is in writing and specifies the time for which a delay is required; or (2) if the statement is made orally, the BA shall document the statement, including the identity of the official making the statement and delay the notification, notice or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 164.412(a) is submitted during that time.
- (w)BA agrees that in the event of a use or disclosure in violation of subpart E of Section 164.404(c) of the Federal Register / Vol. 74, No. 162 / Monday, August 24, 2009 / Rules and Regulations, the BA agrees that, as applicable, it shall have the burden of demonstrating that all notifications were made as required by that subpart if the use or disclosure did not constitute a breach as defined at Section 164.402

- (x)BA agrees that its obligation begins at the discovery of the breach and continues as long as related activity continues, until all effects of the information breach are mitigated.
- (y)BA agrees to report breaches to CPH's Privacy Officer, Shelly M. Mitchell, RHIA, by telephone 24 hours a day at (614) 645-2738 or via [smitchell@columbus.gov](mailto:smitchell@columbus.gov).
- (z)BA designates the following staff member \_\_\_\_\_, who can be reached at \_\_\_\_\_ as the point of contact for breaches.
- (aa)BA agrees that matters pertaining to PHI privacy and security shall be resolved to the satisfaction of CPH's compliance requirements.
- (bb)BA agrees to complete or participate in an investigation and/or risk assessment following a suspected information breach. Immediately following a suspected security breach, CPH and the BA shall collaborate on the performance of a risk assessment to determine if an impermissible use or disclosure of PHI constitutes a possible information security breach. The objective of the risk assessment shall be to determine the nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification, the unauthorized person who used the protected health information or to whom the disclosure was made, whether the protected health information was acquired or viewed and the extent to which the risk to the protected health information has been mitigated.
- (cc)BA agrees that if the risk assessment shows that individually identifiable PHI held by the BA has been breached, the BA shall work with CPH to notify the affected individual and mitigate the negative impact of the breach.
- (dd)BA agrees to notify CPH upon discovery of the breach and support CPH's 60-day notification compliance requirements by reporting suspected PHI security breaches immediately upon discovery.
- (ee)BA agrees to corroborate with CPH on the breach risk assessment and investigation and shall commit all necessary and appropriate staff and resources to ensure compliance with mandated timelines.
- (ff)BA agrees to commit the necessary resources and staff to ensure compliance with mandated timelines.
- (gg)BA agrees to be involved in the breach notification process, in which the BA may be delegated partially or fully in the notification process if appropriate, especially if it has been determined that the responsibility for the breach rests with the BA.
- (hh)BA agrees to indemnify CPH against any and all liability and reasonable expenses actually and necessarily incurred by CPH in connection with the defense or settlement of any action, suit or proceeding in which it is determined that harm is inflicted upon an individual and the BA is adjudged in such action, suit or proceeding to be guilty of or liable for willful misconduct in the performance of duty and as to such matters as shall be settled by agreement predicated on the existence of such liability. The BA accepts responsibility for its actions and agrees to

indemnify or compensate CPH for any claims against it that are the result of the BA's actions or inactions.

- (ii) BA agrees that if it is adjudged that the BA is at fault for harm to an individual as a result of impermissible use, identity theft, or disclosure of PHI, all associated costs are the responsibility of the BA.
- (jj) BA agrees that it shall ensure all provisions of this business associate agreement are contained in the business associate agreement of all subcontractors that access, maintain, retain, modify, record, store, destroy, or otherwise hold, use, or disclose unsecured PHI.
- (kk) BA agrees not to sell CPH's protected health information such that the BA would directly or indirectly receive remuneration from or on behalf of the recipient of the protected health information in exchange for the protected health information.
- (ll) BA agrees upon termination of this contract, if feasible, to return or destroy all protected health information in any form which was received from, created for, or received by the BA on behalf of CPH. This includes copies, unless such return or destruction is not feasible, and if so, to extend the protections of this contract to that protected health information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- (mm) BA agrees to authorize termination of the contract by CPH if CPH determines that the BA has violated a material term of the contract.
- (nn) In order to be compliant with the HIPAA Security Rule's due diligence requirement to evaluate safeguards of protected health information (§164.308 (b)(1)), BA agrees to complete the HIPAA/HITECH security checklist, the *Business Associate Checklist for Evaluating HIPAA Compliance*, in lieu of a full security assessment. BA agrees to complete this assessment in full within 30 days of receipt from CPH.

### **Obligations of CPH**

- (a) CPH shall provide the BA with the privacy policy that CPH practices at the time of acceptance of this agreement, as well as any changes to such policy within 90 days of enactment of the change, in accordance with 45 CFR 164.520.
- (b) CPH shall provide the BA with any changes in, or revocation of, permission by an individual to use or disclose PHI, if such changes affect the BA's permitted or required uses and disclosures.
- (c) CPH shall notify the BA of any restriction to the use or disclosure of PHI in accordance with 45 CFR 164.522
- (d) CPH shall monitor all appropriate Federal publications (CFR, etc.) for any issued guidance.
- (e) CPH shall jointly commit to establish with the BA the necessary encryption technical requirements to allow for the secure exchange of encrypted PHI.

- (f) CPH shall provide its workforce members and other agents with adequate training and awareness of the importance of timely reporting of privacy and security incidents and of the consequences of failing to do so.
- (g) CPH shall assist the BA in training its workforce members and other agents on CPH's specific or unique processes, as appropriate.
- (h) CPH, in accordance with Section 164.404(a)(2) of the HIPAA Security Rule, shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known to any person, other than the individual who committed the breach, who is a member of CPH's workforce or an agent of CPH.
- (i) CPH agrees that its obligation begins at the discovery of a breach and continues as long as related activity continues, until all effects of the information breach are mitigated.
- (j) CPH agrees to allow the BA to use the protected health information the BA has received from CPH for the proper management and administration of the BA or to carry out the legal responsibilities of the BA.
- (k) CPH agrees to allow the BA to disclose CPH's protected health information as required by law or if the BA obtains reasonable assurances from the person to whom the protected health information is disclosed that it will be held confidentially and used or disclosed only as required by law or for the purposes for which it was disclosed to the person and the person agrees to notify the BA of any known breaches of the protected health information.

#### **Permissible Requests by CPH**

CPH shall not request the BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule.

#### **Term and Termination**

- (a) Term. The term of this Agreement shall be effective as of ***[Insert Effective Date]*** March 1, 2024, and shall terminate when all of the PHI provided by CPH to the BA, or created or received by the BA on behalf of CPH, is destroyed (as indicated by a signed affidavit from the BA) or returned to CPH, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.



(b) Termination for Cause. Upon CPH's knowledge of a material breach by the BA, CPH shall permit a reasonable period of time for the BA to cure the breach or end the violation. If the BA has breached a material term of this Agreement and a cure is not possible, then CPH may terminate this agreement. In addition, if the BA becomes aware of a subcontractor's material breach of its agreement with the BA, and the BA does not take action to cure the breach or the action is unsuccessful, the BA must terminate its contract with the subcontractor if feasible.

(c) Effect of Termination

(i) Upon termination of this Agreement for any reason, the BA shall return or destroy all PHI received from CPH, or created (i.e. medical records) or received by the BA on behalf of CPH. This provision shall apply to PHI that is in the possession of subcontractors or agents of the BA. The BA shall retain no copies of the PHI.

(ii) In the event that the BA determines that returning or destroying the PHI is infeasible, the BA shall extend the protections of this Agreement.

**Additional Provisions**

- a. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. Amendment. The Parties agree to take action to amend this Agreement from time to time, as necessary, for CPH to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. Survival. The respective rights and obligations of the BA under this Agreement shall survive the termination of this Agreement.
- d. Additional Resources. Information regarding HIPAA rules and regulations are available at:

<http://www.hhs.gov/ocr/privacy/hipaa/administrative/omnibus/index.html>

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seal and have executed this Agreement the day and year above written.

**CONTRACTOR**

By:   
Signature

Scott Tucker, President

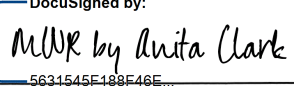
Name/Title

February 21, 2024

Date

*Columbus Public Health  
Original Form March 21, 2003*

**THE COLUMBUS BOARD OF HEALTH**

DocuSigned by:  
  
By: 5631545F188F46E...  
Mysheika W. Roberts, MD, MPH  
Health Commissioner

2/21/2024

Date

**Policy 211-RM - Attachment A  
Revised 07.13.2023**