REQUEST FOR PROPOSALS (RFP)

No. P25001

Unarmed Security Guard Services

YOUNGSTOWN

METROPOLITAN HOUSING AUTHORITY

RFP Document

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[Table No. 1]

INTRODUCTION

The Youngstown Metropolitan Housing Authority (hereinafter, "the Agency") is a public entity that was formed in 1933 to provide federally subsidized housing and housing assistance to low-income families, in Mahoning County, Ohio. The Agency is headed by an Executive Director (ED) and is governed by a five-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR") and the Agency's procurement policy.

Currently, the Agency owns and/or manages: (a) 13 developments and various scattered site properties, totaling 1,176 HUD Public Housing units; (b) 2280 Housing Choice Vouchers; (c) 75 Low Income Housing Tax Credit units; (d) 44 Multi-Family Project Based Section 8 units; and (e) Exterior Renovations - reduce to 55 HUD Veterans Affairs Supportive Housing (VASH) vouchers. The Agency currently has approximately 60 employees.

In keeping with its mandate to provide efficient and effective services, the Agency is now soliciting proposals from qualified, licensed and insured entities to provide the above noted services to the Agency. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

RFP INFORMATION AT A GLANCE

[Table No. 2]

AGENCY CONTACT PERSON (NOTE: Unless otherwise specified, any reference herein to "Contracting Officer" or "(CO)" shall be a reference to Mr. Cameron.)	Gary Cameron, Director of Finance Telephone: (330)744-2161x211 E-mail: gcameron@ymhaonline.com TDD/TTY: (330)742-2996
PRE-PROPOSAL CONFERENCE	NONE SCHEDULED
QUESTION SUBMITTAL DEADLINE	**September 19, 2025**, 3:00 PM EST
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL	1. As instructed within Section 3.0 of the RFP document, submit 3 copies of your "hard copy" proposal to the Agency Administrative Office.
PROPOSAL SUBMITAL RETURN & DEADLINE	* **September 26, 2025**, 3:00 PM EST 131 West Boardman Street, Youngstown, OH 44503 ("Hard copy" documentation must be received in-hand and time-stamped by the Agency by no later than 3:00 PM EST on this date).

1.0 **THE AGENCY'S RESERVATION OF RIGHTS.** The Agency reserves the right to:

1.1 **Right to Reject, Waive, or Terminate the RFP.** Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the Agency to be in its best interests.

1.2 **Right to Not Award.** Not award a contract pursuant to this RFP.

1.3 **Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the Contractor(s).

1.4 **Right to Determine Time and Location.** Determine the days, hours and locations that the successful proposer (hereinafter, "Contractor") shall provide the services called for in this RFP.

1.5 **Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Agency Contracting Officer (CO).

1.6 **Right to Negotiate.** Negotiate the fees proposed by the proposer entity.

1.7 **Right to Reject Any Proposal.** Reject and not consider any proposal or proposer that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposers offering alternate or non-requested services.

1.8 **No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

1.9 **Right to Prohibit.** At any time during the RFP or contract process, prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By receiving this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the Agency, but not the prospective or actual proposer, of any responsibility pertaining to such an issue.

2.0 **SCOPE OF WORK/TECHNICAL SPECIFICATIONS.** The Agency is seeking proposals from qualified, licensed and insured entities to provide the following detailed services listed herein:

2.1 **Service Requirements.**

2.1.1 Provide a localized presence in the complexes and upon the Agency properties by sitting at an assigned station. Identify visitors by checking current ID's and signing visitors in and out. Ensuring residents greet their visitors at the lobby intercom and no visitors go to the resident area unannounced.

2.1.2 Identify and report all suspicious behavior/activity, unwanted individuals and trespassers. If said individual refuses to identify themselves, the guards shall immediately contact the Youngstown Police Department, and maintain surveillance to the best of their abilities, upon said individual until the local law enforcement personnel arrive.

2.1.3 Build and maintain a professional relationship with residents and members of the Agency communities through positive contacts and conversations during a guard shift, and, if assigned, through any necessary community meetings regarding the services provided.

2.1.4 Maintain a professional and assistive relationship with the local law enforcement agencies. Provide all necessary information and statements to local law enforcement agencies.

2.1.5 Provide a written report daily regarding all incidents occurring during a guard's shift, if any.

2.1.6 All guards are to be properly identified as such by the wearing of clothing, jackets, hats or other items with the name and/or insignia of the Contractor. All clothing items are to be uniform throughout the security staff and are to be pre-approved by the Agency. Each assigned guard shall wear a name patch or tag identifying who they are (e.g. first name only is acceptable).

2.1.7 All guards are to carry identifying information upon his/her person, which information will typically be provided to a resident upon demand. Said information includes, but is not limited to, business cards with the Contractor name and contact information.

2.1.8 Guards shall perform other security activities as are deemed reasonably necessary for the performance of their job, as well as to ensure the safety, security and quiet enjoyment of the Agency properties and its authorized residents. This includes, if directed by the Agency, to potentially leave the station to do a security check to a specific area (e.g. check lights in a community room or parking area). In any case, the security guard shall NOT engage any person in a confrontational manner (e.g. in such cases the security guard shall retreat, and the Youngstown Police Department shall be notified).

2.1.9 **Assignment of Personnel.** The Agency reserves the right to assign the successful proposer to provide services in any numbers that the Agency feels is in its best interests; however, it is the Agency's intent that typically there will be one guard assigned to each station.

2.1.10 **Definitions.**

2.1.10.1 **Overtime.** Approved overtime shall be billed at a rate of 1.5 of the Regular-time rate.

2.1.10.1.1 If overtime occurs, any hours worked by a guard at Agency property over 8 hours within a 24-hour period or over 40 hours in a 7-day work week shall be considered overtime hours. The Agency must give prior permission written to the Contractor prior to such occurring for any work the Agency requires the successful proposer to work specifically during non-regular-time hours.

2.1.10.1.2 The Agency shall NOT be responsible to pay the Contractor for any work that the Contractor

CHOOSES to work during non-regular-time hours; meaning, if the necessity for the work "after hours" is due to the Contractor's lack of staffing or if such work is to support any of the work the Agency expects that such work will be provided during normal work hours. The exception to this shall be if a "non-normal" action by the Agency or an "Act of God" causes the Contractor to work "after hours" to solve the problem, then aforementioned over-time rule shall apply. All such overtime work must be pre-approved in writing by the Agency.

2.1.10.2 **Regular-time.** Whenever a guard works on Agency property a regular shift of 8 hours within a 24-hour period or 40 hours in a 7-day work week, such is at Regular-time rates.

2.1.10.3 **Holiday Rates.** The Agency will pay the Contractor at a rate of 2.0 per regular-time rates for any work a guard works or begins work on an Agency-approved Holiday; including:

2.1.10.3.1 New Year's Day;
2.1.10.3.2 Martin Luther King, Jr. Day;
2.1.10.3.3 Presidents Day;
2.1.10.3.4 Good Friday;
2.1.10.3.5 Memorial Day;
2.1.10.3.6 Juneteenth;
2.1.10.3.7 Independence Day (Fourth of July);
2.1.10.3.8 Labor Day;
2.1.10.3.9 Columbus Day;
2.1.10.3.10 Veteran's Day;
2.1.10.3.10 Thanksgiving Day;
2.1.10.3.11 Day after Thanksgiving Day;
2.1.10.3.12 Christmas Day.

2.1.13.4 **Unarmed.** No offensive weapon of any type (firearm; knife; etc.) may be carried by the guard while on assigned duty at an Agency property.

2.2 **Personnel Requirements.** All personnel assigned by the Contractor to work on Agency property as a result of the ensuing award must be:

2.2.1 Able to relate with and work harmoniously with Agency staff, Agency residents and the general public.

2.2.2 In good physical condition and be able to carry at least 40 lbs.

2.2.3 Able to use a flashlight, whistle, radio, and/or voice pager.

2.2.4 Able to complete the required reports in a legible and understandable manner.

2.2.5 In uniform whenever on duty and have an appearance and condition that is neat and professional.

2.2.6 Willing to and knowledgeable of how to assist Agency staff, Agency residents and other safety personnel (i.e. Police; Fire Department; etc.) during any emergency situations that may occur such as fire, hurricane, flood, earthquake, etc.; and shall be required to, if Agency staff or other safety personnel identified above are not present.

2.2.7 **State of Ohio Requirements.** It is the responsibility of the successful proposer to ensure that all services provided by the successful proposer are in full compliance with the information within Attachment H, *Ohio Department of Public Safety, Private Investigator Security Guard Services, Laws and Rules*, attached hereto.

2.2.8 **English Speaking.** All guards provide by the Contractor must be able to speak, read, and write legibly in English.

2.2.9 **Drug Testing of Personnel.** Any person assigned by the Contractor to provide services to the Agency as a result of award of the contract ensuing from this RFP shall, at the Contractor's expense, take and pass a drug test prior to providing any services pursuant to that contract. The Contractor shall deliver to the Agency a statement listing each such person and shall thereon attest and verify that each such person passed the drug test. No person shall be assigned by the Contractor to provide services pursuant to the proposed contract without this written attestment and verification being first delivered to the Agency.

2.2.10 **Background Investigation of Personnel.** The Contractor's security personnel are in effect deemed to be agents of the Agency. All proposers shall, as a part of the materials submitted under Tab No. 4, clearly detail the level of background investigations that the proposer conducts into its' personnel's employment history, with emphasis on temperament, adherence to authority and conduct. The Agency shall have the right to, upon demand, review the results of such investigation and to refuse to accept any security personnel with, as deemed by the Agency, questionable histories. Files documenting such review shall be maintained by the Agency in the event that security personnel action has been called into question. Finally, the Contractor's investigation shall include an authorization on criminal history check, irrespective of whether or not the candidate has declared that he or she has been arrested and/or convicted before. This criminal history check shall not be limited to local entries but shall include a nation-wide search through appropriate sources.

2.2.10.1 The Contractor shall not assign any guard with a criminal conviction to a YMHA location without first discussing such conviction, inclusive of all the facts and circumstances, with YMHA and obtaining YMHA's approval of such assignment.

2.2.11 **Required Training.** All security guard personnel assigned to the Agency sites by the Contractor must be trained in the following areas, and the Contractor's personnel and policy manual must address these areas (please note that these items are taken directly from the Federal Register applicable to these services. Each proposer **must address these items specifically in his/her proposal**):

2.2.11.1 Client (Agency staff and Agency resident) contact;

2.2.11.2 Enforcement of client rules;

2.2.11.3 Response criteria to calls;

2.2.11.4 Reporting of crimes and workload;

2.2.11.5 Citizen complaint procedures;

2.2.11.6 Telephone procedures;

2.2.11.7 Reports to be completed (including samples);

2.2.11.8 Position descriptions for all personnel;

2.2.11.9 Post assignments;

2.2.11.10 Monitoring of personnel;

2.2.11.11 First aid training;

2.2.11.12 Sexual harassment policy;

2.2.11.13 Policy prohibiting fraternization with Agency residents.

2.3 **Performance Standards.** All security guards utilized for this service shall perform their duties in a professional manner and shall avoid using force, except when necessary to protect the Agency residents or personnel. In the event of an emergency, the Youngstown Police Department and/or the Fire Department are to be notified immediately. In cases where the Agency or a local emergency agency is notified or summoned, the security firm shall file a complete *Incident Report* with the departmental contact as soon as practicable and deliver such report to the Agency no later than within 24 hours.

2.3.1 All security guards utilized for this service shall not leave their assigned duty area until they have been properly relieved. Under no circumstances shall any assigned duty area be abandoned without proper approval. Sleeping on duty will not be tolerated.

2.3.2 The security firm shall ensure that all security guards have a method of communicating with their supervisor and the Agency or any City emergency agencies. Communication may be in the form of land-line telephone or cellular phone.

2.4.3 All security guards utilized for any Agency site must be thoroughly trained by the security firm. The Agency shall not assume the responsibility of training new security guards for their duty sites.

2.3.4 The security guards must be cordial, vigilant and ready to react to any situation.

2.3.6 **Prohibited Substances.** The use of tobacco, alcohol, illegal drugs or drugs that would adversely affect the performance of the security guard is prohibited by the Contractor's personnel on-site while performing services on Agency property.

2.3.7 **Weapons Prohibited.** The Contractor shall be responsible to ensure that neither the Contractor nor his/her employees bring onto the Agency sites weapons of any kind, legal or illegal, including, but not limited to, firearms or knives.

2.4 **Data Management.** Please note that the following information is taken directly from the applicable Federal Register pertaining to these services, so each proposer must ensure that his/her proposal addresses this issue in the manner specified:

2.4.1 A daily activity and incident complaint form approved by the Agency must be used by the Contractor for the collection and analysis of criminal incidents and responses to service calls. The Agency and the Contractor will establish and maintain a system of records management for the daily activity and incident complaint forms that appropriately ensures the confidentiality of personal criminal information.

2.4.2 Accordingly, the Contractor shall be required to complete a detailed activity report and shall deliver to the designated Agency contact by email copies of such reports within 24 hours of the end of each shift. In addition to addressing the details of the activities during the specified time, the report shall also address and list any safety or other related issues of concern to both the Contractor and the Agency that the guard shall or may observe.

2.5 **Communication Devices.** Each proposer must detail within the information submitted under Tab No. 4 the types of communications devices that will be carried and used by the Contractor's personnel assigned to each work site.

2.5.1 **Uniforms.** Uniform clothing shall be neat, clean, pressed and in good condition ("good," in the opinion of the Agency), clearly identifying the Contractor's personnel, and shall be worn at all times while on the site performing services. Such clothing shall not be imprinted with provocative words or pictures ("provocative," in the opinion of the Agency). The

Contractor shall submit such "uniform clothing" to the Agency for approval prior to award. Additionally, identifying name badges and security firm logos shall be clearly visible.

2.5.2 **Communication with Agency Residents.** All communications from the Contractor or his/her staff shall be directed to the designated Agency contact person only and not to Agency residents.

2.5.3 **Hazardous Conditions.** Any hazardous or unsafe conditions observed by the Contractor and/or his/her staff or personnel shall be disclosed by the Contractor to the designated Agency staff person verbally within 2 hours and in writing within 24 hours of such observance.

2.6 **List of Applicable Agency Developments.** Services currently will be provided at the following listed developments (and the Agency reserves the right to, at any time during the ensuing contract periods, add services for any other site).

[Table No. 3]

RFP Section	Development Name	Schedule
2.6.1	Amedia Plaza	7 days/week, 6:00 PM to 4:00 AM on Friday & Saturday 6:00 PM to 2:00 AM - Sunday, Monday, Tuesday, Wednesday & Thursday
2.6.2	Gutknecht Towers	7 days/week, 6:00 PM to 4:00 AM on Friday & Saturday 6:00 PM to 2:00 AM - Sunday, Monday, Tuesday, Wednesday & Thursday
2.6.3	Norton Manor	7 days/week, 6:00 PM to 4:00 AM on Friday & Saturday 6:00 PM to 2:00 AM - Sunday, Monday, Tuesday, Wednesday & Thursday

2.6.7 The Agency shall retain the right to order services from the Contractor on an as-needed basis, and shall retain the right to order any amount of services for any of the Agency developments (including those listed herein or any other locations that the Agency may acquire or build) during the term of the proposed contract. So as to better understand the scope of the services that the Agency will expect, the Agency strongly recommends that each prospective proposer inspect these sites prior to submitting a proposal (especially the site that is identified above as a location that these services are currently being required at).

Please contact Jim Campbell, Director of Facilities Management, at jcampbell@ymhaonline.com or by telephone at (330) 744-2161 ext. 235 or (724) 456-7502 cell; to schedule site inspections.

3.0 PROPOSAL FORMAT.

3.1 **Tabbed Proposal Submittal.** The Agency intends to retain the Contractor pursuant to a "Best Value" basis, not a "Low Proposal" basis ("Best Value," in that the Agency will, as detailed within the following Section 4.0, consider factors other than cost in making the award decision). Therefore, so that the Agency can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

[Table No. 4]

RFP Section	Tab No.	Description
3.1.1	1	**Form of Proposal.** This Form is attached hereto as Attachment A to this RFP document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.2	2	**form HUD-5369-C (8/93), *Certifications and Representations of Offerors, Non-Construction Contract.*** This Form is attached hereto as Attachment B to this RFP document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.3	3	**Non-Collusive Affidavit.** This Form is attached hereto as Attachment C to this RFP document. This Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.4	4	**Profile of Firm Form.** The Profile of Firm Form is attached hereto as Attachment D to this RFP document. This 2-page Form must be fully completed, executed and submitted under this tab as a part of the proposal submittal.
3.1.5	5	**Cost.** Evaluation Factor No. 1. The proposer shall place under this tab hourly employee wage rates for the proper's services to include rates for regular, overtime and holiday pay. See Attachment E Service Contract Act Wage Decision No. 2015-4264 Revision #29 May 8, 2025 (Classification Guard I) for the applicable minimum wage rate required.
3.1.6	6	**Proposed Services.** The proposer shall place under this tab documentation further explaining the proposer's services and showing how the proposer intends to fulfill the requirements of the preceding Section 2.0 herein.
3.1.6.1		As detailed within Section 4.1, herein, the proposer's **DEMONSTRATED UNDERSTANDING** of the **AGENCY'S REQUIREMENTS.**
3.1.6.2		As detailed within Section 4.1, Evaluation Factor No. 2, herein, the proposer's **TECHNICAL CAPABILITIES** (in terms of personnel)

		and the **MANAGEMENT PLAN** (including the ability to provide the services detailed herein).
3.1.6.3		As detailed within Section 4.1, Evaluation Factor No. 3, herein, the proposer's **DEMONSTRATED EXPERIENCE** in performing similar work and the proposer's **DEMONSTRATED SUCCESSFUL PAST PERFORMANCE** (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means.
3.1.6.4		If appropriate, how staff are retained, screened, trained, and monitored.
3.1.6.5		The proposed quality control program.
3.1.6.6		An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; Internet; etc.).
3.1.6.7		A complete description of the products and services the firms provides.
3.1.7	7	**Managerial Capacity/Financial Viability/Staffing Plan.** The proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment D, *Profile of Firm Form*. Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm (including a current organizational chart).
3.1.8	8	**Client Information.** The proposer shall submit a listing of former or current clients, including any other Public Housing Authority, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
3.1.8.1		The client's name;
3.1.8.2		The client's contact name;
3.1.8.3		The client's telephone number and e-mail address;
3.1.8.4		A brief description and scope of the service(s) and the dates of the services were provided.
3.1.9	9	**Equal Employment Opportunity/Supplier Diversity/Section 3 .** The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 3.5 herein pertaining to supplier diversity (e.g. small, minority-, and women-owned businesses) and in Section 3.5.2.1.6 (Section 3) to the greatest extent feasible, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide

		opportunities to low-income residents, as described in 24 CFR Part 75.
3.1.10	10	**Subcontractor/Joint Venture Information (Optional Item).** The proposer shall identify hereunder whether he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the preceding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
3.1.11	11	**Other Information (Optional Item).** The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the Agency in its evaluation.
3.1.12	**No Information Placed under a Tab.** If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.	
3.1.13	**Proposal Submittal Binding Method.** It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the Agency can, if needed, remove the binding (i.e. "comb-type," etc.) or remove the pages from the cover (i.e. 3-ring binder, etc.) to make copies, and then conveniently return the proposal submittal to its original condition.	

3.2 Additional Information Pertaining to the Pricing Items

3.2.1 **Potential Escalation of Rates.** At the discretion of the CO, at the end of the first one-year contract period (and at the end of any ensuing extended contract period), there may be an escalation of rates allowed in the same amount of any escalation that occurs pertaining to the corresponding or most similar State of Ohio Prevailing Wage Rates ("most similar," as determined by and at the sole discretion of the Agency). For example, if, at the end of the first contract period the listed prevailing wage rates increase 5% as compared with the listed rates on the date of contract execution, then the Contractor will, at the CO's discretion, be entitled to a 5% increase in the rates that he/she submitted in response to this IFB. Similarly, for ensuing years, the end date of the previous contract period shall be the base-line date to determine the previously listed rate.

3.2.1.1 **Notification Must Be Received From the Contractor.** The Contractor must notify the CO, in writing, of such desired at least 60 days prior to the end of the noted contract period(s). Such escalations may occur no more than once in any 12-month period without the express written consent of the CO.

3.2.1.2 **Right to Reject.** As stated within the preceding Section 3.3.3 herein, the Agency reserves the right to reject any such request for an increase in fees if the Agency feels doing so is in its best interests. Similarly, the Contractor has the right to terminate services if the Agency rejects the request for an increase. This will occur in the following manner (procedure):

3.2.1.2.1 **Step No. 1.** The Contractor submits his/her written request for an increase, accompanied by the required documentation, to the Agency CO within the required 60-day period (please see the preceding Section 3.3.3.1 herein);

3.2.1.2.2 **Step No. 2.** The Agency considers the requested increase and, within 10 days of receipt of such, issues a written response to the Contractor as to if the request is approved or rejected;

3.2.1.2.3 **Step No. 3.** If rejected and the Contractor wishes to, as a result, cease providing the services to the Agency, the Contractor has 10 days from the receipt of the written notice of rejection to deliver to the Agency CO a written notice that he/she is hereby invoking his/her right to discontinue the services within 120 days of the date this notice was delivered to the Agency (the specific date 120-days hence shall be written within the notice);

3.2.1.2.4 **Step No. 4.** The Agency will then endeavor to ensure that the Agency makes other arrangements to replace the Contractor (e.g. contract with another firm; do the services in-house; etc.) as the Contractor for the applicable services; further, if such other arrangements are completed by the Agency prior to the aforementioned 120-day date, the Agency shall retain the right to deliver to the Contractor, a 10-day written notice to cease services (meaning, the 120-day period is a maximum additional contract period that the Agency may, at its discretion, shorten with such written notice).

3.2.2 **No Deposit/No Retainer.** The Agency will NOT pay any retainer fees as a result of award of the ensuing contract. This means that the Agency will pay the successful proposer(s) for actual hours worked only. The Contractor will be required to submit a full back-up detail of all hours worked.

3.3 **Proposal Submission.** All "hard-copy" proposals must be submitted and time-stamped received in the designated Agency office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked "ORIGINAL") and 2 exact copies (each of the 3 separate proposal submittals shall have a cover and extending tabs) of the "hard copy" proposal submittal, shall be placed unfolded in a sealed package and addressed to:

Youngstown Metropolitan Housing Authority
Attention: Gary Cameron, Director of Finance
131 W. Boardman Street, Youngstown, OH 44503

The package exterior must clearly denote the above noted RFP number and must have the proposer's name and return address. Proposals received after the published deadline will not be accepted.

3.3.1 **Submission Conditions.** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the Agency decides that any such entry has not changed the intent of the proposal that the Agency intended to receive, the Agency may accept the proposal and the proposal shall be considered by the Agency as if those additional marks, notations or requirements were not entered on such. By receiving these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that the Agency delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

3.3.2 **Submission Responsibilities.** It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the Agency, including the RFP document, the documents listed within the following Section 3.7, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing and submitting the completed documents, the proposer is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the CO to exclude any of the Agency requirements contained within the documents may cause that proposer to not be considered for award.

3.4 **Proposer's Responsibilities – Contact with the Agency.** It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the CO only. Proposers must not make inquiries or communicate with any other Agency staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the Agency to not consider a proposal submittal received from any proposer who has not abided by this directive.

3.4.1 **Addendums.** All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the RFP are made—between the Agency and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the CO—it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective proposer's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective proposers in writing by addendum.

3.5 **Proposer's Responsibilities — Equal Employment Opportunity and Supplier Diversity.** Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

3.5.1 Within **HUD Procurement Handbook 7460.8 REV 2** states:

3.5.2.1 Section 15.5.A, Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, the <Agency> shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in <Agency> contracting.

3.5.2.2 Section 15.5.B, Goals. <The Agency> is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may conflict with Federal requirements for full and open competition.

3.5.2 Within our **Agency Procurement Policy** it states that our Agency will:

3.5.2.1 **Assistance to Small and Other Business, Required Efforts:**

3.5.2.1.1 Including such firms, when qualified, on solicitation mailing lists;

3.5.2.1.2 Encouraging their participation through direct solicitation of proposals or proposals whenever they are potential sources;

3.5.2.1.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;

3.5.2.1.4 Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;

3.5.2.1.5 Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;

3.5.2.1.6 Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 75 The complete regulation can be found at: https://www.govinfo.gov/content/pkg/FR-2020-09-29/pdf/2020-19185.pdf All labor hours provided by the contractor under this contract will need reported to YMHA for purposes of meeting Section 3 reporting requirements. The contractor will be required to provide and work alongside YMHA to identify and track Section 3 labor hours and non-Section 3 labor hours. HUD form 5370-C Section 1, 22 covers Section 3.; and

3.5.2.1.7 Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

3.5.3 **Requirements.** Accordingly, please see Section 3.1.7 within Table No. 3 herein which details the information pertaining to this issue that the proposer must submit in response to this proposal showing compliance, to the greatest extent feasible, with these regulations.

3.6 **Pre-proposal Conference.** There is not a Pre-proposal Conference scheduled as a part of this RFP.

3.7 **Recap of Attachments.** It is the responsibility of each proposer to verify that he/she received the following attachments pertaining to this RFP, which are hereby by reference included as a part of this RFP:

[Table No. 5]

Attachment	Attachment Description
	This RFP Document
A	Form of Proposal
B	form HUD-5369-C (8/93), *Certifications and Representations of Offerors, Non-Construction Contract*
C	Non-Collusive Affidavit
D	Profile of Firm Form
E	form HUD-5369-B (8/93), *Instructions to Offerors, Non-Construction*
F	Service Contract Act Wage Decision No. 2015-4264 Revision #29 May 8, 2025
G	Sample Contract Form (please note that this contract and the listed appendices are being given as a sample only—the Agency reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the Agency feels it is in its best interests to do so)
G-1	Sample Contract Appendix No. 1: form HUD-5370-C (01/2014), *General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)*
H	*Ohio Department of Public Safety, Private Investigator Security Guard Services, Laws and Rules*

4.0 PROPOSAL EVALUATION.

4.1 **Evaluation Factors.** The following factors will be utilized by the Agency to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal:

[Table No. 6]

Factor No.	Max Point Value	Factor Type	Factor Description
1	40 points	Objective	The **PROPOSED COSTS** submitted by the proposer.
2	25 points	Subjective (Technical)	The proposer's **TECHNICAL CAPABILITIES** (in terms of personnel) and the **MANAGEMENT PLAN** (including the ability to provide the services detailed herein).

3	30 points	Subjective (Technical)	The proposer's **DEMONSTRATED RELEVANT EXPERIENCE** in performing similar work and the proposer's **DEMONSTRATED SUCCESSFUL PAST PERFORMANCE** (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means. (NOTE: The Agency will place particular emphasis on the proposer's above described EXPERIENCE and PAST PERFORMANCE with Public Housing- and multi-housing residential-related work).
4	5 points	Subjective (Technical)	The **OVERALL QUALITY** and **PROFESSIONAL APPEARANCE OF THE PROPOSAL SUBMITTED**, based upon the opinion of the evaluators.
	100 points	Total Points	

4.2 Evaluation Method.

4.2.1 **Initial Evaluation for Responsiveness.** Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements).

4.2.2 **Evaluation Packet.** An evaluation packet will be prepared for each evaluator, including the following documents:

4.2.2.1 Instructions to Evaluators;

4.2.2.2 Proposal Tabulation Form;

4.2.2.3 Written Narrative Form for each proposer;

4.2.2.4 Recap of each proposer's responsiveness;

4.2.2.5 Copy of all pertinent RFP documents.

4.2.3 **Evaluation Committee.** The Agency anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive "hard copy" proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she <u>SHALL NOT</u> make any attempt to contact or discuss with such person anything related to this RFP. As detailed within Section 3.4 of this document, the designated CO is the only person at the Agency that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

4.2.4 **Evaluation.** The CO will evaluate and award points pertaining to Evaluation Factors No. 1 (the "Objective" Factor). The appointed evaluation committee, independent of the CO or any other person at the Agency, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 2, 3, and 4 (the "Subjective" Factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO.

4.2.5 **Potential "Competitive Range" or "Best and Finals" Negotiations.** The Agency reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a "Best and Finals" Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the Agency in as timely a manner as possible, but in any case within no longer than 10 days after the beginning of such negotiations with the firms deemed to be in the competitive range.

4.2.6 **Determination of Top-ranked Proposer.** Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the CO to determine the final rankings, which is typically forwarded by the CO to the ED for approval. If the evaluation was performed to the satisfaction of the ED, the final rankings may be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval. Contract negotiations may, at the Agency's option, be conducted prior to or after the BOC approval.

4.2.6.1 **Ties.** In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."

4.2.7 **Restrictions.** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the Agency evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the Agency evaluation committee.

5.0 CONTRACT AWARD.

5.1 **Contract Award Procedure.** If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

5.1.1 By completing, executing and submitting the Form of Proposal, Attachment A, the "proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Agency, including the contract clauses already attached as Attachments G and G-1. Accordingly, the Agency has no responsibility to conduct, after the submittal deadline, any negotiations pertaining to the contract clauses already published.

5.2 **Contract Conditions.** The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this RFP:

5.2.1 **Contract Form.** The Agency will not execute a contract on the Contractor's form—contracts will only be executed on the Agency form (please see Sample Contract, Attachments G and G-1), and by submitting a proposal the Contractor agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary). However, the Agency will during the RFP process (prior to the submittal deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the Contractor the right to refuse to execute the Agency's contract form. It is the responsibility of each prospective proposer to notify the Agency, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Agency will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the Agency's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

5.2.1.1 **HUD Forms.** Please note that the Agency has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.

5.2.2 **Assignment of Personnel.** The Agency shall retain the right to demand and receive a change in personnel assigned to the work if the Agency believes that such a change is in the best interests of the Agency and the completion of the contracted work.

5.2.3 **Unauthorized Sub-Contracting Prohibited.** The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.

5.3 **Contract Period.** The Agency anticipates that it will initially award a contract for the period of 1 year with the option, at the Agency's discretion, of 4 additional one-year option periods, for a maximum total of 5 years.

5.4 **Licensing and Insurance Requirements.** Prior to award (but not as a part of the proposal submission) the *Contractor* will be required to provide:

5.4.1 **Workers Compensation Insurance.** An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);

5.4.2 **General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of $1,000,000 each occurrence, general aggregate minimum limit of $1,000,000, together with damage to premises and fire damage of $50,000 and medical expenses any one person of $5,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning at least 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of $50,000;

5.4.3 **Professional Liability Insurance.** An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of $1,000,000 each occurrence, general aggregate minimum limit of $1,000,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning at least 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of $50,000;

5.4.4 **Automobile Insurance.** An original certificate showing the proposer's automobile insurance coverage in a combined single limit of $1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than $100,000/$300,000 and medical pay of $5,000.

5.4.5 **City/County/State Business License.** If applicable, a copy of the proposer's business license allowing that entity to provide such services within the City of Youngstown, Mahoning County and/or the State of Ohio.

5.4.6 **Ohio Department of Public Safety Private Investigator Security Guard Law and Rules.** A copy of the license required by Ohio Revised Cide 4749 (See Attachment H).

5.4.7 **Profile of Firm Form.** Pertaining to the aforementioned (within Sections 5.4.1 through 5.4.5) insurance certificates and licenses, each proposer is required to enter related information where provided for on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses within the proposal submittal—we will garner the necessary documents from the successful proposer prior to contract execution).

5.5 **Right to Negotiate Final Fees.** The Agency shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-rated proposer may, at the Agency's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Agency has chosen a top-rated proposer. If such negotiations are not, in the opinion of the CO successfully concluded within 5 business days, the Agency shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The Agency shall also retain the right to negotiate with and make an award to more than one proposer.

5.6 **Contract Service Standards.** All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

5.7 **Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful proposers, shall be provided to the Agency within 10 work days of notification by the Agency.

Attachment A

Form of Proposal

FORM OF PROPOSAL

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the "hard copy" proposal submittal submitted by the proposer. Also, complete the Section 3 Statement and the Proposer's Statement as noted below:

X=ITEM INCLUDED	SUBMITTAL ITEMS *(An original, with original signatures and three copies of each proposal)*	
________	Tab 1	Form of Proposal (Attachment A)
________	Tab 2	Form HUD-5369-C (Attachment B)
________	Tab 3	Non-Collusive Affidavit (Attachment C)
________	Tab 4	Profile of Firm Form (Attachment D)
________	Tab 5	Cost
________	Tab 6	Proposed Services
________	Tab 7	Managerial Capacity/Financial Viability/Staffing Plan
________	Tab 8	Client Information
________	Tab 9	Equal Employment Opportunity/Supplier Diversity
________	Tab 10	Subcontractor/Joint Venture Information (Optional)
________	Tab 11	Other Information (Optional)

PROPOSER'S STATEMENT

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the HA discovers that any information entered herein to be false, that shall entitle the HA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, and by entering and submitting the costs where provided the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HA, including executing the sample contract form(s) provided. Pursuant to all RFP Documents, this Form of Proposal, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the HA with the services described herein for the fee(s) entered within the areas provided pertaining to this RFP.

____________________	__________	____________________	____________________
Signature	Date	Printed Name	Company

Attachment B

form HUD-5369-C (8/93), *Certifications and Representations of Offerors, Non-Construction Contract*

Certifications and Representations of Offerors
Non-Construction Contract

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/ offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/ offer that it:

(a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:
(Check the block applicable to you)

[ ] Black Americans	[ ] Asian Pacific Americans
[ ] Hispanic Americans	[ ] Asian Indian Americans
[ ] Native Americans	[ ] Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/ offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(l) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

____

Signature & Date:

____

Typed or Printed Name:

____

Title:

____

Attachment C

Non Collusive Affidavit

AFFIDAVIT

(Prime Bidder)

State of Ohio,

County of ____________________

____________________________________, being first duly cautioned and sworn, deposes and says that he is ____________________________________ (title) the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Youngstown Metropolitan Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of:

____
Bidder, if an individual

____
Partner, if a partnership

____
Officer, if a corporation

Sworn to and subscribed before me this ______ day of ___________________________, 202__.

____
Notary Public - State of Ohio

Attachment D

Profile of Firm Form

PROFILE OF FIRM FORM

(1) Prime ____ Sub-contractor _____ (This form must be completed by and for each).

(2) Name of Firm:______________________________ Telephone:_____________ Fax: ____________

(3) Street Address, City, State, Zip:____

(4) Please attached a brief biography/resume of the company, including the following information: (a) Year Firm Established; (b) Year Firm Established in [JURISDICTION]; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Firm (submit under Tab No. 5 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 6 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

(7) Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

- ☐ Caucasian American (Male) ________%
- ☐ Public-Held Corporation ________%
- ☐ Government Agency ________%
- ☐ Non-Profit Organization ________%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

- ☐ Resident-Owned* _______%
- ☐ African American _______%
- ☐ **Native American _______%
- ☐ Hispanic American _______%
- ☐ Asian/Pacific American _______%
- ☐ Hasidic Jew _______%
- ☐ Asian/Indian American _______%

- ☐ Woman-Owned (MBE) _______%
- ☐ Woman-Owned (Caucasian) _______%
- ☐ Disabled Veteran _______%
- ☐ Other (Specify): _______%

WMBE Certification Number:____

Certified by (Agency):____

(NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO PROPOSE - ENTER IF AVAILABLE)

____________________	____________	____________________	____________________
Signature	**Date**	**Printed Name**	**Company**

PROFILE OF FIRM FORM

(8) Federal Tax ID No.:____

(9) [APPROPRIATE JURISDICTION] Business License No.:__________________________

(10) State of ______ License Type and No.:____________________________________

(11)Worker's Compensation Insurance Carrier:_________________________________
Policy No.:_________________________ Expiration Date:__________________

(12) General Liability Insurance Carrier:______________________________________
Policy No. __________________________ Expiration Date:__________________

(13) Professional Liability Insurance Carrier: __________________________________
Policy No. __________________________ Expiration Date:__________________

(14) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of _______, or any local government agency within or without the State of _________? Yes ☐ No ☐
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(15) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HA? Yes ☐ No ☐
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(16) Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer or to secure any advantage against the HA or any person interested in the proposed contract; and that all statements in said proposal are true.

(17) Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

________________	________	________________	________________
Signature	**Date**	**Printed Name**	**Company**

Attachment E

form HUD-5369-B (8/93),
Instructions to Offerors, Non-Construction

Instructions to Offerors Non-Construction

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by
- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -
- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;
- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -
- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/HUD that the late receipt was due solely to mishandling by the HA/HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may
- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

Attachment F

Service Contract Act Wage Decision No. 2015-4264 Revision #29 May 8, 2025

Attachment G

Sample Contract Form

This agreement made this date **Friday, August 1, 2025** , by and between
0 ,

hereinafter called "Contractor", and Youngstown Metropolitan Housing Authority hereinafter called "YMHA", for the consideration stated herein mutually agree as follows:

ARTICLE 1, STATEMENT OF WORK.
The "Contractor" shall furnish all labor and material necessary to perform and complete all work required. Contract name and number follows:

Contract # **RFP 25-001**
Name of Contract: **IFB 25-001 Unarmed Security Guard Services**

ARTICLE 2, CONTRACT PRICE.
"YMHA" shall pay the "Contractor" for the completed performance of contract in current funds, subject to additions and deductions as provided in the Specifications and in the Contractor's proposal, the sum of;
, and 00/100 Dollars
(sum) Hourly rates as specified on Form of Bid

ARTICLE 3, CONTRACT DOCUMENTS.
The contract shall consist of the following component parts:

a. The plans and specifications
b. Contractor's Proposal and Approved Changes
c. This instrument and attachments
d. Approved minutes of the pre-contract conference
e. Forms HUD 5370-C Sections I and II, 5369-A

This instrument, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the contract as if hereto attached or herein repeated, form the contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated.

The parties hereto have caused this instrument to be executed in two (2) original counterparts as of the day and year first above written.

SAMPLE

0	Youngstown Metropolitan Housing Authority
(Contractor)	(Owner)
(Sign Here)	(Sign Here)
(By) 0	(By) LaMont R. English
0	CEO/Executive Director, YMHA
(Title)	(Title)
0	131 W. Boardman St.
(Street) (Street) 0	(Street)
	Youngstown, OH 44503
(City) (State) (Zip)	(City) (State) (Zip)

Attachment G-1

Sample Contract Appendix No. 1:
form HUD-5370-C (01/2014), *General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)*

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (excl. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

1) **Non-construction contracts** *(without* maintenance) **greater than $250,000 - use Section I;**
2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than $2,000 but not more than $250,000 - use Section II;** and
3) **Maintenance contracts** (including nonroutine maintenance), **greater than $250,000 — use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than $250,000

1. Definitions

The following definitions are applicable to this contract:

(a) "Authority or Housing Authority (HA)" means the Housing Authority.
(b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
(c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
(d) "Day" means calendar days, unless otherwise stated.
(e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

(a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
(c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
(d) Failure to agree to any adjustment shall be a dispute under clause Disputes. herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
(e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

(a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
(b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
(d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall been titled to payment as described in paragraph (b) above.
(e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

(a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.
(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
(i) appeals under the clause titled Disputes;
(ii) litigation or settlement of claims arising from the performance of this contract; or,
(iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

(a) All disputes arising under or relating to this contract, *<u>except for disputes arising under clauses contained in Section 111, Labor Standards Provisions.</u>* including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
(b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
(c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
(d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
(i) Award of the contract may result in an unfair competitive advantage; or
( ) The Contractor's objectivity in performing the contract work may be impaired.
(b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other pubic official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

(i) The awarding of any Federal contract;
(ii) The making of any Federal grant;
(iii) The making of any Federal loan;
(iv) The entering into of any cooperative agreement; and,
(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government

"Officer or employee of an agency' includes the following individuals who are employed by an agency:

(i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
(ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
(iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

(i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(i) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor/Seller agrees as follows:

(a)The [contractor/seller] will not discriminate against any emplo yee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The [contractor/seller] will take affirmative action to ensure that appli cants are employed, and that employees are treated during employm ent, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall in dude, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b)The [contractor/seller] will, in all solicitations or advertisement s for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employ ment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c)The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instance s in which an employee who has access to the compensation inform ation of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other em ployees or applicants to individuals who do not otherwise have acces s to such information, unless such disclosure is in response to a form al complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the emplo yer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d)The [contractor/seller] will send to each labor union or representat ive of workers with which it has a collective bargaining agreement or oth er contract or understanding, a notice to be provided by the agency contr acting officer, advising the labor union or workers' representative of the [contractor/seller] 's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in cons picuous places available to employees and applicants for employment.

(e)The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f)The [contractor/seller] will furnish all information and reports re quired by Executive Order 11246 of September 24, 1965, and by the rules, regulations. and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rule s, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies in yoked as provided in Executive Order 11246 of September 24, 1965, or by rule. regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in acc ordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exe mpted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/ seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1.The [contractor/seller] will not discriminate against any e mployee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applican t for employment is qualified. The [contractor/seller] agrees to take aff irmative action to employ and advance in employment individuals wit h disabilities, and to treat qualified individuals without discrimination o n the basis of their physical or mental disability in all employment pra ctices, including the following:

i.Recruitment, advertising, and job application procedures;

ii.Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

iii.Rates of pay or any other form of compensation and chan ges in compensation;

iv.Job assignments, job classifications, organizational struct ures, position descriptions, lines of progression, and seniority lists;

v.Leaves of absence, sick leave, or any other leave;

vi.Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];

vii.Selection and financial support for training, including app renticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

viii.Activities sponsored by the [contractor/seller] including social or recreational programs; and

ix.Any other term, condition, or privilege of employment.

2.The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3.In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4.The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller] 's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller] , a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual know ledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be post ed in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5.The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6.The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of $ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7.The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended. 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract

Attachment H

Ohio Department of Public Safety, Private Investigator Security Guard Services, Laws and Rules

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ ________
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) ________
Exemption from FATCA reporting code (if any) ________
(Applies to accounts maintained outside the U.S.)

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

Requester's name and address (optional)

6 City, state, and ZIP code

7 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 generally 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA 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 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, apply for a TIN and 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 U.S. 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, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[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 "Business name/disregarded entity" 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 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

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, 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.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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 property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit 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 (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms, Director — Division of Wage Determinations

Wage Determination No.: 2015-4263
Revision No.: 30
Date Of Last Revision: 07/08/2025

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: Ohio

Area: Ohio Counties of Mahoning, Trumbull

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.04***
01012 - Accounting Clerk II		19.13
01013 - Accounting Clerk III		21.40
01020 - Administrative Assistant		25.99
01035 - Court Reporter		23.99
01041 - Customer Service Representative I		15.41***
01042 - Customer Service Representative II		16.82***
01043 - Customer Service Representative III		18.89
01051 - Data Entry Operator I		15.63***
01052 - Data Entry Operator II		17.06***
01060 - Dispatcher, Motor Vehicle		21.53
01070 - Document Preparation Clerk		18.04
01090 - Duplicating Machine Operator		18.04
01111 - General Clerk I		15.01***
01112 - General Clerk II		16.38***
01113 - General Clerk III		18.38

01120 - Housing Referral Assistant	24.12
01141 - Messenger Courier	16.59***
01191 - Order Clerk I	17.09***
01192 - Order Clerk II	18.66
01261 - Personnel Assistant (Employment) I	18.63
01262 - Personnel Assistant (Employment) II	21.08
01263 - Personnel Assistant (Employment) III	24.31
01270 - Production Control Clerk	24.61
01290 - Rental Clerk	16.96***
01300 - Scheduler, Maintenance	19.35
01311 - Secretary I	19.35
01312 - Secretary II	21.64
01313 - Secretary III	24.12
01320 - Service Order Dispatcher	19.16
01410 - Supply Technician	25.99
01420 - Survey Worker	19.16
01460 - Switchboard Operator/Receptionist	14.75***
01531 - Travel Clerk I	17.18***
01532 - Travel Clerk II	18.27
01533 - Travel Clerk III	19.76
01611 - Word Processor I	17.24***
01612 - Word Processor II	19.35
01613 - Word Processor III	21.64
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.94
05010 - Automotive Electrician	20.68
05040 - Automotive Glass Installer	19.63
05070 - Automotive Worker	19.63
05110 - Mobile Equipment Servicer	17.30***
05130 - Motor Equipment Metal Mechanic	21.84
05160 - Motor Equipment Metal Worker	19.63
05190 - Motor Vehicle Mechanic	21.84
05220 - Motor Vehicle Mechanic Helper	16.50***
05250 - Motor Vehicle Upholstery Worker	18.40
05280 - Motor Vehicle Wrecker	19.63
05310 - Painter, Automotive	20.68
05340 - Radiator Repair Specialist	19.63
05370 - Tire Repairer	17.30***
05400 - Transmission Repair Specialist	21.84
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.44***
07041 - Cook I	16.56***
07042 - Cook II	18.79
07070 - Dishwasher	13.07***
07130 - Food Service Worker	13.86***
07210 - Meat Cutter	17.11***
07260 - Waiter/Waitress	12.94***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.25
09040 - Furniture Handler	14.21***
09080 - Furniture Refinisher	20.76
09090 - Furniture Refinisher Helper	16.64***
09110 - Furniture Repairer, Minor	18.90
09130 - Upholsterer	20.60
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.70***
11060 - Elevator Operator	15.02***
11090 - Gardener	20.86
11122 - Housekeeping Aide	15.02***
11150 - Janitor	15.02***
11210 - Laborer, Grounds Maintenance	16.68***
11240 - Maid or Houseman	13.40***
11260 - Pruner	15.21***
11270 - Tractor Operator	19.52
11330 - Trail Maintenance Worker	16.68***

11360 - Window Cleaner	16.47***
12000 - Health Occupations	
12010 - Ambulance Driver	17.57***
12011 - Breath Alcohol Technician	24.68
12012 - Certified Occupational Therapist Assistant	29.34
12015 - Certified Physical Therapist Assistant	28.30
12020 - Dental Assistant	20.55
12025 - Dental Hygienist	35.51
12030 - EKG Technician	34.09
12035 - Electroneurodiagnostic Technologist	34.09
12040 - Emergency Medical Technician	17.57***
12071 - Licensed Practical Nurse I	22.08
12072 - Licensed Practical Nurse II	24.68
12073 - Licensed Practical Nurse III	27.53
12100 - Medical Assistant	17.83
12130 - Medical Laboratory Technician	27.41
12160 - Medical Record Clerk	17.73***
12190 - Medical Record Technician	20.27
12195 - Medical Transcriptionist	20.12
12210 - Nuclear Medicine Technologist	50.08
12221 - Nursing Assistant I	14.64***
12222 - Nursing Assistant II	16.47***
12223 - Nursing Assistant III	17.97
12224 - Nursing Assistant IV	20.17
12235 - Optical Dispenser	22.90
12236 - Optical Technician	21.21
12250 - Pharmacy Technician	18.82
12280 - Phlebotomist	17.33***
12305 - Radiologic Technologist	32.56
12311 - Registered Nurse I	29.82
12312 - Registered Nurse II	36.47
12313 - Registered Nurse II, Specialist	36.47
12314 - Registered Nurse III	44.13
12315 - Registered Nurse III, Anesthetist	44.13
12316 - Registered Nurse IV	52.90
12317 - Scheduler (Drug and Alcohol Testing)	30.59
12320 - Substance Abuse Treatment Counselor	25.47
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.66
13012 - Exhibits Specialist II	24.37
13013 - Exhibits Specialist III	29.80
13041 - Illustrator I	19.66
13042 - Illustrator II	24.37
13043 - Illustrator III	29.80
13047 - Librarian	26.97
13050 - Library Aide/Clerk	14.12***
13054 - Library Information Technology Systems Administrator	24.37
13058 - Library Technician	16.42***
13061 - Media Specialist I	17.58***
13062 - Media Specialist II	19.66
13063 - Media Specialist III	21.92
13071 - Photographer I	16.64***
13072 - Photographer II	18.62
13073 - Photographer III	23.07
13074 - Photographer IV	28.22
13075 - Photographer V	34.13
13090 - Technical Order Library Clerk	17.37***
13110 - Video Teleconference Technician	21.27
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.54***
14042 - Computer Operator II	18.50
14043 - Computer Operator III	20.62
14044 - Computer Operator IV	22.91
14045 - Computer Operator V	25.38

14071 - Computer Programmer I	(see 1)	
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.54***
14160 - Personal Computer Support Technician		22.91
14170 - System Support Specialist		25.38
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		31.41
15020 - Aircrew Training Devices Instructor (Rated)		38.00
15030 - Air Crew Training Devices Instructor (Pilot)		45.56
15050 - Computer Based Training Specialist / Instructor		31.41
15060 - Educational Technologist		37.21
15070 - Flight Instructor (Pilot)		45.56
15080 - Graphic Artist		22.33
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		45.56
15086 - Maintenance Test Pilot, Rotary Wing		45.56
15088 - Non-Maintenance Test/Co-Pilot		45.56
15090 - Technical Instructor		22.33
15095 - Technical Instructor/Course Developer		27.31
15110 - Test Proctor		18.03
15120 - Tutor		18.03
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		12.78***
16030 - Counter Attendant		12.78***
16040 - Dry Cleaner		15.77***
16070 - Finisher, Flatwork, Machine		12.78***
16090 - Presser, Hand		12.78***
16110 - Presser, Machine, Drycleaning		12.78***
16130 - Presser, Machine, Shirts		12.78***
16160 - Presser, Machine, Wearing Apparel, Laundry		12.78***
16190 - Sewing Machine Operator		16.83***
16220 - Tailor		17.85
16250 - Washer, Machine		13.72***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		25.34
19040 - Tool And Die Maker		30.16
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.92
21030 - Material Coordinator		24.61
21040 - Material Expediter		24.61
21050 - Material Handling Laborer		18.81
21071 - Order Filler		16.42***
21080 - Production Line Worker (Food Processing)		19.92
21110 - Shipping Packer		19.49
21130 - Shipping/Receiving Clerk		19.49
21140 - Store Worker I		18.22
21150 - Stock Clerk		23.86
21210 - Tools And Parts Attendant		19.92
21410 - Warehouse Specialist		19.92
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		34.58
23019 - Aircraft Logs and Records Technician		27.88
23021 - Aircraft Mechanic I		33.09
23022 - Aircraft Mechanic II		34.58
23023 - Aircraft Mechanic III		36.05
23040 - Aircraft Mechanic Helper		24.53
23050 - Aircraft, Painter		31.34
23060 - Aircraft Servicer		27.88
23070 - Aircraft Survival Flight Equipment Technician		31.34
23080 - Aircraft Worker		29.74
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		29.74

I	
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	33.09
23110 - Appliance Mechanic	27.37
23120 - Bicycle Repairer	22.89
23125 - Cable Splicer	45.89
23130 - Carpenter, Maintenance	26.64
23140 - Carpet Layer	25.97
23160 - Electrician, Maintenance	30.05
23181 - Electronics Technician Maintenance I	31.57
23182 - Electronics Technician Maintenance II	33.27
23183 - Electronics Technician Maintenance III	35.13
23260 - Fabric Worker	24.35
23290 - Fire Alarm System Mechanic	25.10
23310 - Fire Extinguisher Repairer	22.89
23311 - Fuel Distribution System Mechanic	34.78
23312 - Fuel Distribution System Operator	27.55
23370 - General Maintenance Worker	22.84
23380 - Ground Support Equipment Mechanic	33.09
23381 - Ground Support Equipment Servicer	27.88
23382 - Ground Support Equipment Worker	29.74
23391 - Gunsmith I	22.89
23392 - Gunsmith II	25.97
23393 - Gunsmith III	28.90
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.71
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	28.95
23430 - Heavy Equipment Mechanic	28.16
23440 - Heavy Equipment Operator	27.60
23460 - Instrument Mechanic	28.90
23465 - Laboratory/Shelter Mechanic	27.37
23470 - Laborer	18.81
23510 - Locksmith	27.37
23530 - Machinery Maintenance Mechanic	29.41
23550 - Machinist, Maintenance	25.86
23580 - Maintenance Trades Helper	20.63
23591 - Metrology Technician I	28.90
23592 - Metrology Technician II	30.20
23593 - Metrology Technician III	31.48
23640 - Millwright	33.36
23710 - Office Appliance Repairer	22.79
23760 - Painter, Maintenance	27.64
23790 - Pipefitter, Maintenance	31.84
23810 - Plumber, Maintenance	30.16
23820 - Pneudraulic Systems Mechanic	28.90
23850 - Rigger	28.90
23870 - Scale Mechanic	25.97
23890 - Sheet-Metal Worker, Maintenance	28.91
23910 - Small Engine Mechanic	21.47
23931 - Telecommunications Mechanic I	30.69
23932 - Telecommunications Mechanic II	32.07
23950 - Telephone Lineman	28.90
23960 - Welder, Combination, Maintenance	22.47
23965 - Well Driller	28.90
23970 - Woodcraft Worker	28.90
23980 - Woodworker	22.89
24000 - Personal Needs Occupations	
24550 - Case Manager	18.34
24570 - Child Care Attendant	12.71***
24580 - Child Care Center Clerk	15.84***
24610 - Chore Aide	14.18***
24620 - Family Readiness And Support Services Coordinator	18.34
24630 - Homemaker	18.34

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.40
25040 - Sewage Plant Operator	24.94
25070 - Stationary Engineer	27.40
25190 - Ventilation Equipment Tender	20.31
25210 - Water Treatment Plant Operator	24.94
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.71
27007 - Baggage Inspector	15.77***
27008 - Corrections Officer	24.11
27010 - Court Security Officer	21.80
27030 - Detection Dog Handler	18.11
27040 - Detention Officer	24.11
27070 - Firefighter	21.24
27101 - Guard I	15.77***
27102 - Guard II	18.11
27131 - Police Officer I	27.11
27132 - Police Officer II	30.12
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.13***
28042 - Carnival Equipment Repairer	15.10***
28043 - Carnival Worker	11.01***
28210 - Gate Attendant/Gate Tender	16.90***
28310 - Lifeguard	12.53***
28350 - Park Attendant (Aide)	18.91
28510 - Recreation Aide/Health Facility Attendant	13.80***
28515 - Recreation Specialist	23.42
28630 - Sports Official	15.06***
28690 - Swimming Pool Operator	17.13***
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.09
29020 - Hatch Tender	27.09
29030 - Line Handler	27.09
29041 - Stevedore I	25.40
29042 - Stevedore II	28.55
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	48.11
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	33.17
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	36.53
30021 - Archeological Technician I	21.94
30022 - Archeological Technician II	24.54
30023 - Archeological Technician III	29.84
30030 - Cartographic Technician	30.40
30040 - Civil Engineering Technician	29.84
30051 - Cryogenic Technician I	33.04
30052 - Cryogenic Technician II	36.51
30061 - Drafter/CAD Operator I	21.94
30062 - Drafter/CAD Operator II	24.54
30063 - Drafter/CAD Operator III	27.35
30064 - Drafter/CAD Operator IV	33.67
30081 - Engineering Technician I	18.89
30082 - Engineering Technician II	21.20
30083 - Engineering Technician III	23.71
30084 - Engineering Technician IV	29.38
30085 - Engineering Technician V	35.94
30086 - Engineering Technician VI	43.48
30090 - Environmental Technician	29.84
30095 - Evidence Control Specialist	29.84
30210 - Laboratory Technician	26.16
30221 - Latent Fingerprint Technician I	33.04
30222 - Latent Fingerprint Technician II	36.51
30240 - Mathematical Technician	30.40
30361 - Paralegal/Legal Assistant I	21.93
30362 - Paralegal/Legal Assistant II	27.16
30363 - Paralegal/Legal Assistant III	33.22

30364 - Paralegal/Legal Assistant IV		40.19
30375 - Petroleum Supply Specialist		36.51
30390 - Photo-Optics Technician		30.40
30395 - Radiation Control Technician		36.51
30461 - Technical Writer I		29.84
30462 - Technical Writer II		36.51
30463 - Technical Writer III		44.16
30491 - Unexploded Ordnance (UXO) Technician I		30.57
30492 - Unexploded Ordnance (UXO) Technician II		36.99
30493 - Unexploded Ordnance (UXO) Technician III		44.34
30494 - Unexploded (UXO) Safety Escort		30.57
30495 - Unexploded (UXO) Sweep Personnel		30.57
30501 - Weather Forecaster I		33.04
30502 - Weather Forecaster II		40.20
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	27.35
30621 - Weather Observer, Senior	(see 2)	30.40
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		36.99
31020 - Bus Aide		16.03***
31030 - Bus Driver		21.33
31043 - Driver Courier		17.68***
31260 - Parking and Lot Attendant		13.63***
31290 - Shuttle Bus Driver		14.81***
31310 - Taxi Driver		13.01***
31361 - Truckdriver, Light		18.89
31362 - Truckdriver, Medium		20.09
31363 - Truckdriver, Heavy		24.42
31364 - Truckdriver, Tractor-Trailer		24.42
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		18.04
99030 - Cashier		13.15***
99050 - Desk Clerk		13.53***
99095 - Embalmer		32.26
99130 - Flight Follower		30.57
99251 - Laboratory Animal Caretaker I		14.62***
99252 - Laboratory Animal Caretaker II		15.62***
99260 - Marketing Analyst		27.30
99310 - Mortician		32.26
99410 - Pest Controller		23.14
99510 - Photofinishing Worker		16.07***
99710 - Recycling Laborer		25.51
99711 - Recycling Specialist		29.87
99730 - Refuse Collector		23.27
99810 - Sales Clerk		13.90***
99820 - School Crossing Guard		14.85***
99830 - Survey Party Chief		22.89
99831 - Surveying Aide		13.03***
99832 - Surveying Technician		20.55
99840 - Vending Machine Attendant		22.67
99841 - Vending Machine Repairer		27.49
99842 - Vending Machine Repairer Helper		22.67

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75 per hour) or 13658 ($13.30 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $5.55 per hour, up to 40 hours per week, or $222.00 per week or $962.00 per month

HEALTH & WELFARE EO 13706: $5.09 per hour, up to 40 hours per week, or $203.60 per week, or $882.27 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least $27.63 per hour (or at least $684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of ""wash and wear"" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

OHIO DEPARTMENT OF PUBLIC SAFETY

Private Investigator
Security Guard Services

LAWS & RULES

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Section

4749.01 Definitions.

As used in this chapter:

(A) “Private investigator” means any person who engages in the business of private investigation.

(B) “Business of private investigation” means, except when performed by one excluded under division (H) of this section, the conducting, for hire, in person or through a partner or employees, of any investigation relevant to any crime or wrong done or threatened, or to obtain information on the identity, habits, conduct, movements, whereabouts, affiliations, transactions, reputation, credibility, or character of any person, or to locate and recover lost or stolen property, or to determine the cause of or responsibility for any libel or slander, or any fire, accident, or damage to property, or to secure evidence for use in any legislative, administrative, or judicial investigation or proceeding.

(C) “Security guard provider” means any person who engages in the business of security services.

(D) “Business of security services” means either of the following:

(1) Furnishing, for hire, watchpersons, guards, private patrol officers, or other persons whose primary duties are to protect persons or property;

(2) Furnishing, for hire, guard dogs, or armored motor vehicle security services, in connection with the protection of persons or property.

(E) “Class A license” means a license issued under section 4749.03 of the Revised Code that qualifies the person issued the license to engage in the business of private investigation and the business of security services.

(F) “Class B license” means a license issued under section 4749.03 of the Revised Code that qualifies the person issued the license to engage only in the business of private investigation.

(G) “Class C license” means a license issued under section 4749.03 of the Revised Code that qualifies the person issued the license to engage only in the business of security services.

(H) “Private investigator,” “business of private investigation,” “security guard provider,” and “business of security services” do not include:

(1) Public officers and employees whose official duties require them to engage in investigatory activities;

(2) Attorneys at law or any expert hired by an attorney at law for consultation or litigation purposes;

(3) A consumer reporting agency, as defined in the “Fair Credit Reporting Act,” 84 Stat. 1128, 15 U.S.C.A. 1681a, as amended, provided that the consumer reporting agency is in compliance with the requirements of that act and that the agency’s activities are confined to any of the following:

(a) The issuance of consumer credit reports;

(b) The conducting of limited background investigations that pertain only to a client’s prospective tenant and that are engaged in with the prior written consent of the prospective tenant;

(c) The business of pre-employment background investigation. As used in division (H)(3)(c) of this section, “business of pre-employment background investigation” means, and is limited to, furnishing for hire, in person or through a partner or employees, the conducting of limited background investigations, in-person interviews, telephone interviews, or written inquiries that pertain only to a client’s prospective employee and the employee’s employment and that are engaged in with the prior written consent of the prospective employee.

(4) Certified public insurance adjusters that hold a certificate of authority issued pursuant to sections 3951.01 to 3951.09 of the Revised Code, while the adjuster is investigating the cause of or responsibility for a fire, accident, or other damage to property with respect to a claim or claims for loss or damage under a policy of insurance covering real or personal property;

(5) Personnel placement services and persons who act as employees of such entities engaged in investigating matters related to personnel placement activities;

(6) An employee in the regular course of the employee's employment, engaged in investigating matters pertinent to the business of the employee's employer or protecting property in the possession of the employee's employer, provided the employer is deducting all applicable state and federal employment taxes on behalf of the employee and neither the employer nor the employee is employed by, associated with, or acting for or on behalf of any private investigator or security guard provider;

(7) Any better business bureau or similar organization or any of its employees while engaged in the maintenance of the quality of business activities relating to consumer sales and services;

(8) An accountant who is registered or certified under Chapter 4701. of the Revised Code or any of the accountant's employees while engaged in activities for which the accountant is certified or registered;

(9) Any person who, for hire or otherwise, conducts genealogical research in this state.

As used in division (H)(9) of this section, "genealogical research" means the determination of the origins and descent of families, including the identification of individuals, their family relationships, and the biographical details of their lives. "Genealogical research" does not include furnishing for hire services for locating missing persons or natural or birth parents or children.

(10) Any person residing in this state who conducts research for the purpose of locating the last known owner of unclaimed funds, provided that the person is in compliance with Chapter 169. of the Revised Code and rules adopted thereunder. The exemption set forth in division (H)(10) of this section applies only to the extent that the person is conducting research for the purpose of locating the last known owner of unclaimed funds.

As used in division (H)(10) of this section, "owner" and "unclaimed funds" have the same meanings as in section 169.01 of the Revised Code.

(11) A professional engineer who is registered under Chapter 4733. of the Revised Code or any of his employees.

As used in division (H)(11) of this section and notwithstanding division (I) of this section, "employee" has the same meaning as in section 4101.01 of the Revised Code.

(12) Any person residing in this state who, for hire or otherwise, conducts research for the purpose of locating persons to whom the state of Ohio owes money in the form of warrants, as defined in division (S) of section 131.01 of the Revised Code, that the state voided but subsequently reissues.

(13) An independent insurance adjuster who, as an individual, an independent contractor, an employee of an independent contractor, adjustment bureau association, corporation, insurer, partnership, local recording agent, managing general agent, or self-insurer, engages in the business of independent insurance adjustment, or any person who supervises the handling of claims except while acting as an employee of an insurer licensed in this state while handling claims pertaining to specific policies written by that insurer.

As used in division (H)(13) of this section, "independent insurance adjustment" means conducting investigations to determine the cause of or circumstances concerning a fire, accident, bodily injury, or damage to real or personal property; determining the extent of damage of that fire, accident, injury, or property damage; securing evidence for use in a legislative, administrative, or judicial investigation or proceeding, adjusting losses; and adjusting or settling claims, including the investigation, adjustment, denial, establishment of damages, negotiation, settlement, or payment of claims in connection with insurance contractors, self-insured programs, or other similar insurance programs. "Independent adjuster" does not include either of the following:

(a) An attorney who adjusts insurance losses incidental to the practice of law and who does not advertise or represent that the attorney is an independent insurance adjuster;

(b) A licensed agent or general agent of an insurer licensed in this state who processes undisputed or uncontested losses for insurers under policies issued by that agent or general agent.

(14) Except for a commissioned peace officer who engages in the business of private investigation or compensates others who engage in the business of private investigation or the business of security services or both, any commissioned peace officer as defined in division (B) of section 2935.01 of the Revised Code.

(I) "Employee" means every person who may be required or directed by any employer, in consideration of direct or indirect gain or profit, to engage in any employment, or to go, or work, or be at any time in any place of employment, provided that the employer of the employee deducts all applicable state and federal employment taxes on behalf of the employee.

Effective Date: 03-24-2003

4749.011 Repealed.

Effective Date: 09-26-1996

4749.02 Administrative rules - personnel.

The director of public safety shall administer this chapter, and for that purpose, may appoint employees and adopt rules that the director considers necessary.

The director shall implement electronic licensing and registration procedures under this chapter not later than December 31, 2006. The application procedures in effect on the effective date of this amendment shall continue until such time as electronic licensing and registration procedures are implemented.

Effective Date: 06-30-1997; 07-01-2004; 03-29-2005

4749.021 Ohio private investigation and security services commission

(A)(1) Any individual, including a partner in a partnership, may be licensed as a private investigator under a class B

(A) There is hereby created the Ohio private investigation and security services commission, consisting of the director of public safety or the director's designee, who shall be a nonvoting member; the superintendent of the highway patrol or the superintendent's designee, who shall be a voting member; and twelve members appointed by the governor with the advice and consent of the senate, as follows:

(1) Three members shall be owners or operators of a business that maintains a class A license and shall have at least five years' experience in this state in the business of private investigation or security services.

(2) One member shall be an owner or operator of a business that maintains a class B license and shall have at least five years' experience in this state in the business of private investigation or security services.

(3) One member shall be an owner or operator of a business that maintains a class C license and shall have at least five years' experience in this state in the business of private investigation or security services.

(4) Two members shall be owners or operators of a business that maintains a class A, B, or C license and shall have at least five years' experience in this state in the business of private investigation or security services.

(5) One member shall be an incumbent chief of police.

(6) One member shall be an active law enforcement officer, not above the rank of lieutenant.

(7) One member shall be an incumbent sheriff.

(8) Two members shall be representatives of the general public who have never had a direct employment relationship with any class A, B, or C licensee.

(B)(1) The governor shall make initial appointments to the commission by January 1, 2005, and the commission shall hold its first meeting, at the call of the director of public safety, in January 2005. Of the initial appointments made to the commission, three shall be for a term ending December 31, 2005, three shall be for a term ending December 31, 2006, three shall be for a term ending December 31, 2007, and three shall be for a term ending December 31, 2008. Thereafter, terms of office shall be for five years, with each term ending on the same day of the same month as did the term that it succeeds. Each member shall hold office from the date of appointment until the end of the term for which the member was appointed. Members may be reappointed, but may serve not more than two complete consecutive five-year terms. Vacancies shall be filled in the manner provided for original appointments. Any member appointed to fill a vacancy occurring before the expiration date of the term for which the member's predecessor was appointed shall hold office as a member for the remainder of that term. A member shall continue in office subsequent to the expiration of the member's term until the member's successor takes office or until a period of sixty days has elapsed, whichever occurs first. The governor, after notice and the opportunity for a hearing, may remove any appointed member for misfeasance, malfeasance, or nonfeasance.

(2) Ninety days before the expiration of a member's term, or in the event of a vacancy, the Ohio association of security and investigation services may submit names to the governor for consideration of appointment to the commission.

(C) The commission shall advise the director of public safety on all matters related to the regulation of private investigation and the business of security services and on all matters related to this chapter. The commission shall advise the director on the format, content, and all other aspects of all private investigation and security services licensure examinations.

(D) In accordance with Chapter 119. of the Revised Code, the department may establish rules on behalf of the commission.

(E) The commission shall meet not less than four times each year. It also shall meet upon the call of the chairperson, upon the request of five members, or at the request of the director of public safety or the director's designee.

(F) At the first regular meeting of each year, which shall be called by the chairperson, the members shall elect a chairperson and a vice-chairperson by a majority vote, and also shall establish its meeting schedule for the remainder of the year. The chairperson and vice-chairperson shall serve until their successors are elected. No member may serve as chairperson more than three times during a five-year term. The chairperson shall preside over the commission's meetings, shall set the meeting agenda, and shall serve as the commission's chief spokesperson and liaison to the department of public safety. The chairperson or vice-chairperson shall approve all vouchers of the commission. Subject to the commission's approval, the chairperson may appoint committees to assist the commission. Committee members may be members of the commission. The vice-chairperson shall exercise the duties of the chairperson when the chairperson is not available.

(G) A quorum of seven appointed members is necessary for a meeting to convene or continue. All actions of the commission shall be by a majority of the members present. Members may not participate or vote by proxy. In accordance with Chapter 121 of the Revised Code, at least fourteen days before a regular meeting and twenty-four hours before a special meeting, the chairperson shall notify all members of the commission in writing of the agenda. Upon a timely request, any member of the commission may have an item added to the commission's agenda.

(H) Each member of the commission shall receive the member's necessary expenses incurred in the performance of official duties, including travel, hotel, and other necessary expenses. Members of any special committee, which may be appointed by the commission to assist it, who are not members of the commission also, may receive necessary expenses.

(I) The department of public safety shall provide the commission with suitable office and meeting space and necessary technical, clerical, and administrative support. The department shall serve as the official repository of the commission's records. Expenses of the commission shall be paid from the private investigator and security guard provider fund created in section 4749.07 of the Revised Code.

(J) In the absence of fraud or bad faith, the commission, a current or former commission member, or an agent, representative, or employee of the commission is not liable in damages to any person because of any act, omission, proceeding, or decision related to official duties.

Effective Date: 09-16-2004

4749.03 License requirement.

(A)(1) Any individual, including a partner in a partnership, may be licensed as a private investigator under a class B license, or as a security guard provider under a class C license, or as a private investigator and a security guard provider under a class A license, if the individual meets all of the following requirements:

(a) Has a good reputation for integrity, has not been convicted of a disqualifying offense as defined in section 4776.10 of the Revised Code within the last three years or any crime of moral turpitude as that term is defined in section 4776.10 of the Revised Code, and has not been adjudicated incompetent for the purpose of holding the license, as provided in section 5122.301 of the Revised Code, without having been restored to legal capacity for that purpose.

(b) Depending upon the class of license for which application is made, for a continuous period of at least two years immediately preceding application for a license, has been engaged in investigatory or security services work for a law enforcement or other public agency engaged in investigatory activities, or for a private investigator or security guard provider, or engaged in the practice of law, or has acquired equivalent experience as determined by rule of the director of public safety.

(c) Demonstrates competency as a private investigator or security guard provider by passing an examination devised for this purpose by the director, except that any individually licensed person who qualifies a corporation for licensure shall not be required to be reexamined if the person qualifies the corporation in the same capacity that the person was individually licensed.

(d) Submits evidence of comprehensive general liability insurance coverage, or other equivalent guarantee approved by the director in such form and in principal amounts satisfactory to the director, but not less than one hundred thousand dollars for each person and three hundred thousand dollars for each occurrence for bodily injury liability, and one hundred thousand dollars for property damage liability.

(e) Pays the requisite examination and license fees.

(2) A corporation may be licensed as a private investigator under a class B license, or as a security guard provider under a class C license, or as a private investigator and a security guard provider under a class A license, if an application for licensure is filed by an officer of the corporation and the officer, another officer, or the qualifying agent of the corporation satisfies the requirements of divisions (A)(1) and (F)(1) of this section. Officers and the statutory agent of a corporation shall be determined in accordance with Chapter 1701. of the Revised Code.

(3) At least one partner in a partnership shall be licensed as a private investigator, or as a security guard provider, or as a private investigator and a security guard provider. Partners in a partnership shall be determined as provided for in Chapter 1775. or 1776. of the Revised Code.

(B) An application for a class A, B, or C license shall be completed in the form the director prescribes. In the case of an individual, the application shall state the applicant's name, birth date, citizenship, physical description, current residence, residences for the preceding ten years, current employment, employment for the preceding seven years, experience qualifications, the location of each of the applicant's offices in this state, and any other information that is necessary in order for the director to comply with the requirements of this chapter. In the case of a corporation, the application shall state the name of the officer or qualifying agent filing the application; the state in which the corporation is incorporated and the date of incorporation; the states in which the corporation is authorized to transact business; the name of its qualifying agent; the name of the officer or qualifying agent of the corporation who satisfies the requirements of divisions (A)(1) and (F)(1) of this section and the birth date, citizenship, physical description, current residence, residences for the preceding ten years, current employment, employment for the preceding seven years, and experience qualifications of that officer or qualifying agent; and other information that the director requires. A corporation may specify in its application information relative to one or more individuals who satisfy the requirements of divisions (A)(1) and (F)(1) of this section.

The application described in this division shall be accompanied by all of the following:

(1) One recent full-face photograph of the applicant or, in the case of a corporation, of each officer or qualifying agent specified in the application as satisfying the requirements of divisions (A)(1) and (F)(1) of this section;

(2) Character references from at least five reputable citizens for the applicant or, in the case of a corporation, for each officer or qualifying agent specified in the application as satisfying the requirements of divisions (A)(1) and (F)(1) of

this section, each of whom has known the applicant, officer, or qualifying agent for at least five years preceding the application, and none of whom are connected with the applicant, officer, or qualifying agent by blood or marriage;

(3) An examination fee of twenty-five dollars for the applicant or, in the case of a corporation, for each officer or qualifying agent specified in the application as satisfying the requirements of divisions (A)(1) and (F)(1) of this section, and a license fee in the amount the director determines, not to exceed three hundred seventy-five dollars. The license fee shall be refunded if a license is not issued.

(C)(1) Each individual applying for a license and each individual specified by a corporation as an officer or qualifying agent in an application shall submit one complete set of fingerprints directly to the superintendent of the bureau of criminal identification and investigation for the purpose of conducting a criminal records check. The individual shall provide the fingerprints using a method the superintendent prescribes pursuant to division (C)(2) of section 109.572 of the Revised Code and fill out the form the superintendent prescribes pursuant to division (C)(1) of section 109.572 of the Revised Code. An applicant who intends to carry a firearm as defined in section 2923.11 of the Revised Code in the course of business or employment shall so notify the superintendent. This notification is in addition to any other requirement related to carrying a firearm that applies to the applicant. The individual or corporation requesting the criminal records check shall pay the fee the superintendent prescribes.

(2) The superintendent shall conduct the criminal records check as set forth in division (B) of section 109.572 of the Revised Code. If an applicant intends to carry a firearm in the course of business or employment, the superintendent shall make a request to the federal bureau of investigation for any information and review the information the bureau provides pursuant to division (B)(2) of section 109.572 of the Revised Code. The superintendent shall submit all results of the completed investigation to the director of public safety.

(3) If the director determines that the applicant, officer, or qualifying agent meets the requirements of divisions (A)(1)(a), (b), and (d) of this section and that an officer or qualifying agent meets the requirement of division (F)(1) of this section, the director shall notify the applicant, officer, or agent of the time and place for the examination. If the director determines that an applicant does not meet the requirements of divisions (A)(1)(a), (b), and (d) of this section, the director shall notify the applicant that the applicant's application is refused and refund the license fee. If the director determines that none of the individuals specified in the application of a corporation as satisfying the requirements of divisions (A)(1) and (F)(1) of this section meet the requirements of divisions (A)(1)(a), (b), and (d) and (F)(1) of this section, the director shall notify the corporation that its application is refused and refund the license fee. If the bureau assesses the director a fee for any investigation, the director, in addition to any other fee assessed pursuant to this chapter, may assess the applicant, officer, or qualifying agent, as appropriate, a fee that is equal to the fee assessed by the bureau.

(4)(a) Subject to divisions (C)(4)(b), (c), and (d) of this section, the director shall not adopt, maintain, renew, or enforce any rule, or otherwise preclude in any way, an individual from receiving or renewing a license under this chapter due to any past criminal activity or interpretation of moral character, except as pursuant to division (A)(1)(a) of this section. If the director denies an individual a license or license renewal, the reasons for such denial shall be put in writing.

(b) Except as otherwise provided in this division, if an individual applying for a license has been convicted of or pleaded guilty to a misdemeanor that is not a crime of moral turpitude or a disqualifying offense less than one year prior to making the application, the director may use the director's discretion in granting or denying the individual a license. Except as otherwise provided in this division, if an individual applying for a license has been convicted of or pleaded guilty to a felony that is not a crime of moral turpitude or a disqualifying offense less than three years prior to making the application, the director may use the director's discretion in granting or denying the individual a license. The provisions in this paragraph do not apply with respect to any offense unless the director, prior to the effective date of this amendment, was required or authorized to deny the application based on that offense.

In all other circumstances, the director shall follow the procedures the director adopts by rule that conform to division (C)(4)(a) of this section.

(c) In considering a renewal of an individual's license, the director shall not consider any conviction or plea of guilty prior to the initial licensing. However, the director may consider a conviction or plea of guilty if it occurred after the individual was initially licensed, or after the most recent license renewal.

(d) The director may grant an individual a conditional license that lasts for one year. After the one-year period has expired, the license is no longer considered conditional, and the individual shall be considered fully licensed.

(D) If upon application, investigation, and examination, the director finds that the applicant or, in the case of a corporation, any officer or qualifying agent specified in the application as satisfying the requirements of divisions (A)(1) and (F)(1) of this section, meets the applicable requirements, the director shall issue the applicant or the corporation a class A, B, or C license. The director also shall issue an identification card to an applicant, but not an officer or qualifying agent of a corporation, who meets the applicable requirements. The license and identification card shall state the licensee's name, the classification of the license, the location of the licensee's principal place of business in this state, and the expiration date of the license, and, in the case of a corporation, it also shall state the name of each officer or qualifying agent who satisfied the requirements of divisions (A)(1) and (F)(1) of this section.

Licenses expire on the first day of March following the date of initial issue, and on the first day of March of each year thereafter. Annual renewals shall be according to the standard renewal procedures contained in Chapter 4745. of the Revised Code, upon payment of an annual renewal fee the director determines, not to exceed two hundred seventy-five dollars. No license shall be renewed if the licensee or, in the case of a corporation, each officer or qualifying agent who qualified the corporation for licensure no longer meets the applicable requirements of this section. No license shall be renewed unless the licensee provides evidence of workers' compensation risk coverage and unemployment compensation insurance coverage, other than for clerical employees and excepting sole proprietors who are exempted therefrom, as provided for in Chapters 4123. and 4141. of the Revised Code, respectively, as well as the licensee's state tax identification number. No reexamination shall be required for renewal of a current license.

For purposes of this chapter, a class A, B, or C license issued to a corporation shall be considered as also having licensed the individuals who qualified the corporation for licensure, for as long as they are associated with the corporation.

For purposes of this division, "sole proprietor" means an individual licensed under this chapter who does not employ any other individual.

(E) The director may issue a duplicate copy of a license issued under this section for the purpose of replacement of a lost, spoliated, or destroyed license, upon payment of a fee the director determines, not exceeding twenty-five dollars. Any change in license classification requires new application and application fees.

(F)(1) In order to qualify a corporation for a class A, B, or C license, an officer or qualifying agent may qualify another corporation for similar licensure, provided that the officer or qualifying agent is actively engaged in the business of both corporations.

(2) Each officer or qualifying agent who qualifies a corporation for class A, B, or C licensure shall surrender any personal license of a similar nature that the officer or qualifying agent possesses.

(3) Upon written notification to the director, completion of an application similar to that for original licensure, surrender of the corporation's current license, and payment of a twenty-five-dollar fee, a corporation's class A, B, or C license may be transferred to another corporation.

(4) Upon written notification to the director, completion of an application similar to that for an individual seeking class A, B, or C licensure, payment of a twenty-five-dollar fee, and, if the individual was the only individual that qualified a corporation for licensure, surrender of the corporation's license, any officer or qualifying agent who qualified a corporation for licensure under this chapter may obtain a similar license in the individual's own name without reexamination. A request by an officer or qualifying agent for an individual license shall not affect a corporation's license unless the individual is the only individual that qualified the corporation for licensure or all the other individuals who qualified the corporation for licensure submit such requests.

(G) If a corporation is for any reason no longer associated with an individual who qualified it for licensure under this chapter, an officer of the corporation shall notify the director of that fact by certified mail, return receipt requested, within ten days after the association terminates. If the notification is so given, the individual was the only individual that qualified the corporation for licensure, and the corporation submits the name of another officer or qualifying agent to qualify the corporation for the license within thirty days after the association terminates, the corporation may continue to operate in the business of private investigation, the business of security services, or both businesses in this state under that license for ninety days after the association terminates. If the officer or qualifying agent whose name is submitted satisfies the requirements of divisions (A)(1) and (F)(1) of this section, the director shall issue a new license to the corporation within that ninety-day period. The names of more than one individual may be submitted.

R.C. § 4749.03

Amended by 129th General Assembly File No. 131, SB 337, § 1, eff. 9/28/2012.

Effective Date: 09-17-1996; 07-01-2004; 07-01-2005; 2008 HB332 08-06-2008

4749.031 Participation in retained applicant fingerprint database and continuous record monitoring service; initial or annual fees.

(A) The department of public safety shall be a participating public office for purposes of the retained applicant fingerprint database established under section 109.5721 of the Revised Code. The department shall elect to participate in the continuous record monitoring service for all persons licensed or registered under this chapter. When the superintendent of the bureau of criminal identification and investigation, under section 109.57 of the Revised Code, indicates that an individual in the retained applicant fingerprint database has been arrested for, convicted of, or pleaded guilty to any offense, the superintendent promptly shall notify the department either electronically or by mail that additional arrest or conviction information is available.

(B) In addition to any other fees charged by the department under this chapter, an applicant for a license under section 4749.03 of the Revised Code, at the time of making an initial or renewal application, shall pay any initial or annual fee charged by the superintendent pursuant to rules adopted under division (F) of section 109.5721 of the Revised Code.

Added by 129th General Assembly File No. 7, HB 114, § 101.01, eff. 6/29/2011.

4749.04 Disciplinary actions.

(A) The director of public safety may revoke, suspend, or refuse to renew, when a renewal form has been submitted, the license of any private investigator or security guard provider, or the registration of any employee of a private investigator or security guard provider, for any of the following:

(1) Violation of any of the provisions of division (B) or (C) of section 4749.13 of the Revised Code;

(2) Conviction of a disqualifying offense as defined in section 4776.10 of the Revised Code if the offense occurred within the last three years;

(3) Conviction of a crime involving moral turpitude as defined in section 4776.10 of the Revised Code;

(4) Conviction of an offense that occurred after the individual was initially licensed, or after the most recent renewal.

(5) Violation of any rule of the director governing private investigators, the business of private investigation, security guard providers, or the business of security services;

(6) Testifying falsely under oath, or suborning perjury, in any judicial proceeding;

(7) Failure to satisfy the requirements specified in division (D) of section 4749.03 of the Revised Code.

Any person whose license or registration is revoked, suspended, or not renewed when a renewal form is submitted may appeal in accordance with Chapter 119. of the Revised Code.

(B) In lieu of suspending, revoking, or refusing to renew the class A, B, or C license, or of suspending, revoking, or refusing to renew the registration of an employee of a class A, B, or C licensee, the director may impose a civil penalty of not more than one hundred dollars for each calendar day of a violation of any of the provisions of this section or of division (B) or (C) of section 4749.13 of the Revised Code or of a violation of any rule of the director governing private investigators, the business of private investigation, security guard providers, or the business of security services.

R.C. § 4749.04

Amended by 129th General Assembly File No. 131, SB 337, § 1, eff. 9/28/2012.

Effective Date: 03-24-2003; 07-01-2004

4749.05 Notice of change of address - report of presence to local law enforcement.

(A) Each class A, B, or C licensee shall report the location of branch offices to the department of public safety, and to the sheriff of the county and the police chief of any municipal corporation in which the office is located, and shall post a branch office license conspicuously in that office. Application for a branch office license shall be made on a form prescribed by the director of public safety, and a license shall be issued upon receipt of the form and payment of a fee fixed by the director, not exceeding one hundred dollars. If a licensee moves an office, the licensee shall notify, in writing, the department of public safety and any affected sheriff and chief of police within forty-eight hours of the change.

This division does not apply to a licensed private investigator who is engaging in the business of private investigation as a registered employee of a licensed private investigator.

(B) Pursuant to Chapter 119. of the Revised Code, the director of public safety shall adopt rules regarding when a class A, B, or C licensee, or any of such a licensee's employees, is required to report the licensee's or employee's presence and length of stay to the sheriff and police chief of any county or municipal corporation in which the licensee or employee operates. The rules shall include reporting requirements for licenses or employees conducting fraud investigations or physical surveillance.

Effective Date: 11-27-1985; 07-01-2004

4749.06 Registration of employees.

(A) Each class A, B, or C licensee shall register the licensee's investigator or security guard employees, with the department of public safety, which shall maintain a record of each licensee and registered employee and make it available, upon request, to any law enforcement agency. The class A, B, or C licensee shall file an application to register a new employee no sooner than three days nor later than seven calendar days after the date on which the employee is hired.

(B)(1) Each employee's registration application shall be accompanied by one recent photograph of the employee, the employee's physical description, and the registration fee the director determines, not to exceed forty dollars.

(2) The employee shall submit one complete set of fingerprints directly to the superintendent of the bureau of criminal identification and investigation for the purpose of conducting a criminal records check. The employee shall provide the fingerprints using a method the superintendent prescribes pursuant to division (C)(2) of section 109.572 of the Revised Code and fill out the form the superintendent prescribes pursuant to division (C)(1) of section 109.572 of the Revised Code. An employee who intends to carry a firearm as defined in section 2923.11 of the Revised Code in the course of business or employment shall so notify the superintendent. This notification is in addition to any other requirement related to carrying a firearm that applies to the employee. The individual or corporation requesting the criminal records check shall pay the fee the superintendent prescribes.

The superintendent shall conduct the criminal records check as set forth in division (B) of section 109.572 of the Revised Code. If an employee intends to carry a firearm in the course of business or employment, pursuant to division (B)(2) of section 109.572 of the Revised Code the superintendent shall make a request of the federal bureau of investigation for any information and review the information the bureau provides. The superintendent shall submit all results of the completed investigation to the director of public safety.

(3) If, after investigation, the bureau finds that the employee has not been convicted of a disqualifying offense as defined in section 4776.10 of the Revised Code within the last three years, the director shall issue to the employee an identification card bearing the license number and signature of the licensee, which in the case of a corporation shall be the signature of its president or its qualifying agent, and containing the employee's name, address, age, physical description, and right thumb print or other identifying mark as the director prescribes, a recent photograph of the employee, and the employee's signature. The director may issue a duplicate of a lost, spoliated, or destroyed identification card issued under this section, upon payment of a fee fixed by the director, not exceeding five dollars.

(C) Except as provided in division (E) of this section, no class A, B, or C licensee shall permit an employee, other than an individual who qualified a corporation for licensure, to engage in the business of private investigation, the business of security services, or both businesses until the employee receives an identification card from the department, except that pending the issuance of an identification card, a class A, B, or C licensee may offer for hire security guard or investigator employees provided the licensee obtains a waiver from the person who receives, for hire, security guard or investigative services, acknowledging that the person is aware the employees have not completed their registration and agreeing to their employment.

(D) If a class A, B, or C licensee, or a registered employee of a class A, B, or C licensee, intends to carry a firearm, as defined in section 2923.11 of the Revised Code, in the course of engaging in the business or employment, the licensee or registered employee shall satisfactorily complete a firearms basic training program that includes twenty hours of handgun training and five hours of training in the use of other firearms, if any other firearm is to be used, or equivalency training, if authorized, or shall be a former peace officer who previously had successfully completed a firearms training course, shall receive a certificate of satisfactory completion of that program or written evidence of approval of the equivalency training, shall file an application for registration, shall receive a firearm-bearer notation on the licensee's or registered employee's identification card, and shall annually requalify on a firearms range, all as described in division (A) of section 4749.10 of the Revised Code. A private investigator, security guard provider, or employee is authorized to carry a firearm only in accordance with that division.

(E) This section does not apply to commissioned peace officers, as defined in division (B) of section 2935.01 of the Revised Code, working for, either as an employee or independent contractor, a class A, B, or C licensee. For purposes of this chapter, a commissioned peace officer is an employee exempt from registration.

(F) The registration of an investigator or security guard employee expires annually on the anniversary date of its initial issuance. Annual renewals shall be made pursuant to procedures the director establishes by rule and upon payment of a renewal fee the director determines, not to exceed thirty-five dollars. The director shall not renew the registration of any investigator or security guard employee who no longer meets the requirements of this section. No background check is required for annual renewal, but an investigator or security guard employee shall report any conviction of a disqualifying offense to the employer and the director of public safety as a condition of continued registration.

R.C. § 4749.06

Amended by 129th General Assembly File No. 131, SB 337, § 1, eff. 9/28/2012.

Effective Date: 03-24-2003; 07-01-2004; 07-01-2005

4749.07 Private investigator and security guard provider fund.

(A) After refund of any license fees as required by section 4749.03 of the Revised Code, the department of public safety shall pay all fees received pursuant to this chapter to the treasurer of state, to be credited to the private investigator and security guard provider fund, which is hereby created.

(B) Moneys received in payment of fines levied pursuant to section 4749.99 of the Revised Code shall be distributed as follows:

(1) One-third to the general fund of the municipal corporation or township in which the prosecution occurs;

(2) One-third to the general fund of the county in which the prosecution occurs;

(3) One-third to the private investigator and security guard provider fund.

Effective Date: 09-26-1996; 07-01-2004

4749.08 Distinguished from law enforcement officer.

(A) No class A, B, or C licensee, or registered employee of a class A, B, or C licensee shall be considered, because of licensure or registration under this chapter, a law enforcement officer for any purpose. Nothing in this chapter shall be construed as granting the right to carry a concealed weapon.

(B) The rules of the department of public safety adopted for the administration of this chapter shall include provisions to assure that any uniform or identification card shall be so designed as to avoid confusion of a private investigator, security guard provider, or registered employee with any law enforcement officer in this state.

Effective Date: 11-27-1985; 07-01-2004

4749.09 Effect of municipal regulation - fees.

Any class A, B, or C licensee, or registered employee of a class A, B, or C licensee, who operates in a municipal corporation that provides by ordinance for the licensing, registering, or regulation of private investigators, security guard providers, or their employees shall conform to those ordinances insofar as they do not conflict with this chapter. No license or registration fees shall be charged by the state or any of its subdivisions for conducting the business of private investigation, the business of security services, or both businesses other than as provided in this chapter.

Effective Date: 11-27-1985

4749.10 Carrying firearm.

(A) No class A, B, or C licensee and no registered employee of a class A, B, or C licensee shall carry a firearm, as defined in section 2923.11 of the Revised Code, in the course of engaging in the business of private investigation, the business of security services, or both businesses, unless all of the following apply:

(1) The licensee or employee either has successfully completed a basic firearm training program at a training school approved by the Ohio peace officer training commission, which program includes twenty hours of training in handgun use and, if any firearm other than a handgun is to be used, five hours of training in the use of other firearms, and has received a certificate of satisfactory completion of that program from the executive director of the commission; the licensee or employee has, within three years prior to November 27, 1985, satisfactorily completed firearms training that has been approved by the commission as being equivalent to such a program and has received written evidence of approval of that training from the executive director of the commission; or the licensee or employee is a former peace officer, as defined in section 109.71 of the Revised Code, who previously had successfully completed a firearms training course at a training school approved by the Ohio peace officer training commission and has received a certificate or other evidence of satisfactory completion of that course from the executive director of the commission.

(2) The licensee or employee submits an application to the director of public safety, on a form prescribed by the director, in which the licensee or employee requests registration as a class A, B, or C licensee or employee who may carry a firearm. The application shall be accompanied by a copy of the certificate or the written evidence or other evidence described in division (A)(1) of this section, the identification card issued pursuant to section 4749.03 or 4749.06 of the Revised Code if one has previously been issued, a statement of the duties that will be performed while the licensee or employee is armed, and a fee the director determines, not to exceed fifteen dollars. In the case of a registered employee, the statement shall be prepared by the employing class A, B, or C licensee.

(3) The licensee or employee receives a notation on the licensee's or employee's identification card that the licensee or employee is a firearm-bearer and carries the identification card whenever the licensee or employee carries a firearm in the course of engaging in the business of private investigation, the business of security services, or both businesses.

(4) At any time within the immediately preceding twelve-month period, the licensee or employee has requalified in firearms use on a firearms training range at a firearms requalification program certified by the Ohio peace

officer training commission or on a firearms training range under the supervision of an instructor certified by the commission and has received a certificate of satisfactory requalification from the certified program or certified instructor, provided that this division does not apply to any licensee or employee prior to the expiration of eighteen months after the licensee's or employee's completion of the program described in division (A)(1) of this section. A certificate of satisfactory requalification is valid and remains in effect for twelve months from the date of the requalification.

(5) If division (A)(4) of this section applies to the licensee or employee, the licensee or employee carries the certificate of satisfactory requalification that then is in effect or any other evidence of requalification issued or provided by the director.

(B)(1) The director of public safety shall register an applicant under division (A) of this section who satisfies divisions (A)(1) and (2) of this section, and place a notation on the applicant's identification card indicating that the applicant is a firearm-bearer and the date on which the applicant completed the program described in division (A)(1) of this section.

(2) A firearms requalification training program or instructor certified by the commission for the annual requalification of class A, B, or C licensees or employees who are authorized to carry a firearm under section 4749.10 of the Revised Code shall award a certificate of satisfactory requalification to each class A, B, or C licensee or registered employee of a class A, B, or C licensee who satisfactorily requalifies in firearms training. The certificate shall identify the licensee or employee and indicate the date of the requalification. A licensee or employee who receives such a certificate shall submit a copy of it to the director of public safety. A licensee shall submit the copy of the requalification certificate at the same time that the licensee makes application for renewal of the licensee's class A, B, or C license. The director shall keep a record of all copies of requalification certificates the director receives under this division and shall establish a procedure for the updating of identification cards to provide evidence of compliance with the annual requalification requirement. The procedure for the updating of identification cards may provide for the issuance of a new card containing the evidence, the entry of a new notation containing the evidence on the existing card, the issuance of a separate card or paper containing the evidence, or any other procedure determined by the director to be reasonable. Each person who is issued a requalification certificate under this division promptly shall pay to the Ohio peace officer training commission established by section 109.71 of the Revised Code a fee the director determines, not to exceed fifteen dollars, which fee shall be transmitted to the treasurer of state for deposit in the peace officer private security fund established by section 109.78 of the Revised Code.

(C) Nothing in this section prohibits a private investigator or a security guard provider from carrying a concealed handgun if the private investigator or security guard provider complies with sections 2923.124 to 2923.1213 of the Revised Code.

Effective Date: 04-08-2004; 07-01-2004; 07-01-2005

4749.11 Investigating applicants.

(A) The director of public safety may investigate any applicant for a class A, B, or C license, any principal officer or qualifying agent of a corporation who is specified in an application for licensure as satisfying the requirements of divisions (A)(1) and (F)(1) of section 4749.03 of the Revised Code, and any employee of a class A, B, or C licensee who seeks to be registered under section 4749.06 of the Revised Code to determine whether the individual satisfies the applicable requirements for licensure or registration.

(B) The director may investigate, on the director's own initiative, the actions or proposed actions of a class A, B, or C licensee, or registered employee of a class A, B, or C licensee to determine whether the person is, has been, or will be in violation of section 4749.13 of the Revised Code. The director shall investigate any of these persons if a verified written complaint is filed indicating that a person has violated, or is or will be violating, section 4749.13 of the Revised Code; the complaint is supported by evidence submitted with it; and the director determines that a prima-facie case exists that a violation of that section is being, has been, or will be committed by the person.

(C) The director may investigate, on the director's own initiative, the actions or proposed actions of a person who is not licensed or registered under this chapter and who appears to be acting as a class A, B, or C licensee, or employee of a class A, B, or C licensee. The director shall investigate such a person if a verified written complaint is filed indicating that a person was, is, or will be acting as a class A, B, or C licensee or employee of a class A, B, or C licensee but is not licensed or registered as such under this chapter; the complaint is supported by evidence that is submitted with it; and the director determines that a prima-facie case exists that the person was, is, or will be acting in the alleged manner.

(D) In connection with investigations under divisions (B) and (C) of this section, the director may file an action with the court of common pleas of Franklin county or the court of common pleas of the county in which the person who is the subject of the investigation resides, is engaging in actions, or proposing to engage in actions, to obtain an injunction, restraining order, or other appropriate relief.

(E) The director may compel by subpoena witnesses to appear and testify in relation to investigations under this chapter and may require by subpoena duces tecum the production of any book, paper, or document pertaining to an investigation. If a person does not comply with a subpoena or subpoena duces tecum, the director may apply to the court of common pleas of Franklin county for an order compelling the person to comply with the subpoena or subpoena duces tecum or, for failure to do so, to be held in contempt of court.

(F) If, in an investigation under division (C) of this section, the director determines that a person is not a class A, B, or C licensee, or a registered employee of a class A, B, or C licensee, and that the person was, is, or will be acting in the alleged manner, the director may issue an order to the person to show cause why the person should not be subject to licensing or registration under this chapter. The director shall hold a hearing on the order, and if following the hearing the director determines that the person has engaged, or is or will be engaging, in activities requiring licensure or registration under this chapter, the director may issue a cease and desist order that shall describe the person and the activities that are the subject of it. The cease and desist order is enforceable in and may be appealed to a court of common pleas pursuant to Chapter 119. of the Revised Code.

(G) In any proceeding or action brought under this chapter, the burden of proving an exemption from the licensure requirements of this chapter is on the person claiming the benefit of the exemption.

Effective Date: 10-12-1994; 07-01-2004

4749.12 Nonresident licenses.

(A) A person who is a resident of another state; is licensed as a private investigator, security guard provider, or as a private investigator and a security guard provider in another state; and wishes to engage in the business of private investigation, the business of security services, or both businesses in this state, shall be licensed pursuant to section 4749.03 of the Revised Code, but the director of public safety may waive the examination requirement of that section and issue a license to a nonresident under the circumstances described in division (B) of this section.

(B) If a nonresident private investigator, security guard provider, or private investigator and security guard provider seeking licensure under this chapter submits with the application and accompanying matter specified in section 4749.03 of the Revised Code proof of licensure in another state, and if the requirements of divisions (A)(1)(a), (b), and (d) and, if applicable, (F)(1) of section 4749.03 of the Revised Code are satisfied and the nonresident meets all current requirements of the laws of the other state regulating the business of private investigation, the business of security services, or both businesses, the director may waive the examination requirement and fee of that section. This waiver authority may be exercised only if the director determines that the other state has a law similar to this division and extends to residents of this state a similar waiver of examination privilege.

Effective Date: 11-27-1985; 07-01-2004

4749.13 Prohibited acts.

(A) No person shall engage in the business of private investigation, the business of security services, or both businesses in this state unless the person is licensed pursuant to this chapter. Each day of continuing violation constitutes a separate offense. Nothing in this chapter shall be construed to require any employee of a class A, B, or C licensee to obtain a class A, B, or C license, provided that an employee shall be registered by a licensee when required by section 4749.06 of the Revised Code. Nothing in this chapter shall be construed to require a partner to be a class A, B, or C licensee except as provided in division (A)(3) of section 4749.03 of the Revised Code. Nothing in this chapter shall be construed to require a director, officer, or qualifying agent of a corporation to individually be a class A, B, or C licensee if the corporation is licensed pursuant to this chapter.

(B) No class A, B, or C licensee, or registered employee of a class A, B, or C licensee shall:

(1) Knowingly violate any provision of this chapter or any rule of the director of public safety adopted for the administration of this chapter;

(2) Knowingly make a false report with respect to any matter with which the licensee or registered employee is employed;

(3) Divulge any information acquired from or for a client to persons other than the client or the client's authorized agent without express authorization to do so or unless required by law;

(4) Knowingly accept employment which includes obtaining information intended for illegal purposes.

(C) No person shall knowingly authorize or permit another person to violate any provision of this chapter or any rule of the director adopted for the administration of this chapter.

(D) No person who is not licensed as a class A, B, or C licensee shall advertise that the person is or otherwise hold self out as a class A, B, or C licensee. This division does not prohibit registered employees from indicating in the course of authorized employment for a class A, B, or C licensee that they are authorized to engage in investigatory, security services activities, or both activities.

Effective Date: 11-27-1985; 07-01-2004

4749.14 Effect of child support default on license.

On receipt of a notice pursuant to section 3123.43 of the Revised Code, the director of public safety shall comply with sections 3123.41 to 3123.50 of the Revised Code and any applicable rules adopted under section 3123.63 of the Revised Code with respect to a license issued pursuant to this chapter.

Effective Date: 03-22-2001; 07-01-2004

4749.99 Penalty.

(A) Except as otherwise provided in this division, whoever violates division (A) of section 4749.13 of the Revised Code is guilty of a misdemeanor of the first degree. Whoever violates division (A) of section 4749.13 of the Revised Code and previously has been convicted of one or more violations of division (A) of that section is guilty of a felony of the fifth degree. If the offender previously has been convicted of two or more violations of division (A) of that section, the offender shall be fined ten thousand dollars and also may be imprisoned not more than one year.

(B) Whoever violates division (B), (C), or (D) of section 4749.13 of the Revised Code shall be fined not less than one hundred or more than one thousand dollars, imprisoned not more than one year, or both.

Effective Date: 07-01-1996

4501:7-1-01 Definitions.

[Comment: Information regarding the availability and effective date of the materials incorporated by reference in Chapter 4501:7-1 of the Administrative Code can be found in paragraph (H) of this rule.]

(A) "Military" means any of the armed forces of the United States, a reserve component of the armed forces of the United States, the Ohio National Guard or the national guard of any other state, the Ohio military reserve, and the Ohio naval militia.

(B) "Identification card" or "I.D. card" means a card issued by the department to an employee of, or a qualifying agent of, a class A, class B, or class C licensee which contains the personal and employer information set forth in sections 4749.03 and 4749.06 of the Revised Code. An identification card shall, when applicable, contain one or more firearm bearer notations as specified in division (A)(3) of section 4749.10 of the Revised Code.

(C) "Investigator" has the same meaning as "private investigator," set forth in division (A) of section 4749.01 of the Revised Code.

(D) "Provider" means any person who engages in the business of private investigation, the business of security services, or both, and has the same meaning as "licensee."

(E) "Qualifying Agent" is the owner, officer or a hired person of the company that fulfills the experience requirements as stated in Chapter 4749. of the Revised Code.

(F) "Veteran" means anyone who is serving or has served under honorable conditions in any component of the armed forces, including the national guard and reserve.

(G) "Working hours" means any hours in an active pay status.

(H) Incorporated materials:

(1) "Employee Registration Application," form "PSU 0015," dated May 2014, may be obtained at http://www.pisgs.ohio.gov/pisgs.stm;

(2) "Employee Registration Renewal," form "PSU 0017," dated May 2014, may be obtained at http://www.pisgs.ohio.gov/pisgs.stm;

(3) "Employee Termination Report," form "PSU 0013," dated April 2014, may be obtained at http://www.pisgs.ohio.gov/pisgs.stm;

(4) "Firearm Bearer Notation Application," form "PSU 0016," dated April 2014, may be obtained at http://www.pisgs.ohio.gov/pisgs.stm;

(5) "Multiple Change Application," form "PSU 0011," dated April 2014, may be obtained at http://www.pisgs.ohio.gov/pisgs.stm;

(6) "Provider Application," form "PSU 0006," dated May 2014, may be obtained at http://www.pisgs.ohio.gov/pisgs.stm;

(7) "Provider Branch Office Application," form "PSU 0010," dated April 2014, may be obtained at http://www.pisgs.ohio.gov/pisgs.stm;

(8) "Provider License Renewal," form "PSU 0012," dated August 2014, may be obtained at http://www.pisgs.ohio.gov/pisgs.stm;

(9) "Qualifying Agent Application," form "PSU 0007," dated May 2014, may be obtained at http://www.pisgs.ohio.gov/pisgs.stm;

(10) "Qualifying Agent Renewal," form "PSU 0053," dated May 2014, may be obtained at http://www.pisgs.ohio.gov/pisgs.stm;

(11) "Quarterly Report," form "PSU 0014," dated April 2014, may be obtained at http://www.pisgs.ohio.gov/pisgs.stm;

Prior Effective Dates: 08/10/89

(12) "WebCheck Instructions," form "PSU 0019," dated October 2, 2013, may be obtained at http://www.pisgs.ohio.gov/pisgs.stm.

Replaces: 4501:5-1-18
Effective: 01/01/2015
Five Year Review (FYR) Dates: 07/01/2019
Promulgated Under: 119.03
Statutory Authority: R.C. 4749.02
Rule Amplifies: R.C. 4749.01 , 4749.03 , 4749.06 , 4749.10

4501:7-1-02 Reputation for integrity.

When determining whether an applicant for licensure has a good reputation for integrity pursuant to division (A)(1)(a) of section 4749.03 of the Revised Code, the department of public safety may consider:

(A) If the applicant has been convicted of, or plead guilty to, a misdemeanor within one year of the date of application;

(B) If the applicant has been convicted of, or plead guilty to, a felony within three years of the date of application;

(C) If the applicant has ever operated a business of private investigation, business of security services, or both without being licensed under Chapter 4749. of the Revised Code;

(D) If the applicant has ever operated a business of private investigation, business of security services or both without general liability insurance coverage while licensed under Chapter 4749. of the Revised Code; or

(E) If the applicant has ever violated any provision of Chapter 4749. of the Revised Code or the rules promulgated thereunder or any order of the department.

Replaces: 4501:5-1-02

Effective: 01/01/2015
Five Year Review (FYR) Dates: 07/01/2019
Promulgated Under: 119.03
Statutory Authority: R.C. 4749.02
Rule Amplifies: R.C. 4749.03
Prior Effective Dates: 8/10/89, 10/07/04

4501:7-1-03 Requirement of new license.

(A) A new license is required where there is:

(1) A change in the form of business organization; or

(2) A change to the legal name of the licensee as registered with the Ohio secretary of state; or

(3) A change in the class of a license; or

(4) Failure to renew a current license by the licensee by the first day of March each year.

(B) The department of public safety shall be notified in writing within ten days of any change in the controlling interest of a corporation, any change in officers of a corporation, any change of partners of a partnership, any increase or decrease in the number of partners of a partnership or any change in the legal name of the licensee.

Replaces: 4501:5-1-03
Effective: 01/01/2015
Five Year Review (FYR) Dates: 07/01/2019
Promulgated Under: 119.03
Statutory Authority: R.C. 4749.02
Rule Amplifies: R.C. 4749.03
Prior Effective Dates: 1/1/70, 7/7/78, 8/10/89, 10/7/04

4501:7-1-04 License applications.

[Comment: Information regarding the availability and effective date of the materials incorporated by reference in this rule can be found in paragraph (H) of rule 4501:7-1-01 of the Administrative Code.]

(A) As used in this chapter, "provider" and "licensee" have the same meaning as, and refer to, the holder of a class A, class B, or class C license issued in accordance with this chapter and Chapter 4749. of the Revised Code.

(B) Each applicant for a class A, class B, or class C license shall submit a "Provider Application" to the director of the department of public safety (department) accompanied by the license fee provided for in section 4749.03 of the Revised Code. A "Branch Office Application" shall be submitted for each additional business location accompanied by the branch license fee provided for in section 4749.05 of the Revised Code. The license fee may be paid by check or money order payable to Ohio treasurer of state, or if submitted on-line, may be paid by credit card.

(C) Each "Provider Application" must be accompanied by a "Qualifying Agent Application" and the qualifying agent (QA) examination fee provided for in division (A)(1)(e) of section 4749.03 of the Revised Code. The examination fee may be paid by certified check or money order payable to Ohio treasurer of state, or if submitted on-line, may be paid by credit card. A passport style photograph that measures two by two inches, taken within one year of submission, and bearing a reasonable likeness to the applicant must be submitted with the "Qualifying Agent Application."

(1) The fingerprint impressions submitted under division (C)(1) of section 4749.03 of the Revised Code shall not have been obtained more than thirty days prior to the filing of the application for a license, as outlined on "WebCheck Instructions."

(2) If a qualifying agent intends to carry a firearm in the course of business or employment, the QA shall submit a "Firearm Bearer Notation Application" accompanied by the fee provided for in section 4749.10 of the Revised Code to the department and notify the bureau of criminal investigation (BCI) at the time of fingerprinting. BCI shall make a request to the federal bureau of investigation (FBI) about the applicant and review the information in the manner set forth in division (B)(2) of section 109.572 of the Revised Code. The information provided by the FBI shall be submitted to the director of the department of public safety by direct copy.

(3) If the results of the criminal records check described in division (C)(1) of section 4749.03 of the Revised Code indicate that the applicant may have a criminal record in one or more jurisdictions or in one or more states other than Ohio, the director may make further inquiries and request further information from the applicant in order to complete the investigation of the applicant.

(D) The "Provider Application" and "Qualifying Agent Application" shall include a question that easily identifies the applicant for licensure and applicant for QA as a veteran or as the spouse of a veteran. Applicants currently serving in the military must provide a copy of their military identification card or that of their spouse, or a veteran must provide a copy of their DD214 or that of their spouse along with the application, which will allow the department to verify the identification of the applicant as a veteran or spouse of a veteran. Processing of applications for veterans or their spouses shall, to the extent possible, be expedited and prioritized

(E) When all requirements for application are met, the application for a license shall be approved, and a wall license will be issued along with the approved QA registration card.

Replaces: 4501:5-1-04
Effective: 01/01/2015
Five Year Review (FYR) Dates: 07/01/2019
Promulgated Under: 119.03
Statutory Authority: R.C. 4749.02
Rule Amplifies: R.C. 4749.03
Prior Effective Dates: 1/1/70, 8/10/89, 11/16/01, 10/7/04

4501:7-1-05 Insurance.

(A) All applicants for licensure shall submit evidence of comprehensive general liability insurance coverage, or equivalent guarantee approved by the director. Coverage shall be verified by the insurer and certified as to the minimum amounts specified in section 4749.03 of the Revised Code.

Each insurance acord (policy) must list the "Department of Public Safety Private Investigator Security Guard Services" (department) as the certificate holder, and contain a provision requiring the insurer to notify the department no later than ten days prior to the policy's cancellation and not later than seven days after its lapse.

(B) All license holders must maintain the comprehensive general liability insurance coverage verified by the insurer and certified as to the minimum coverage thereunder.

Replaces: 4501:5-1-05
Effective: 01/01/2015
Five Year Review (FYR) Dates: 07/01/2019
Promulgated Under: 119.03
Statutory Authority: R.C. 4749.02
Rule Amplifies: R.C. 4749.03
Prior Effective Dates: 1/1/70, 8/10/89, 10/7/04

4501:7-1-06 Required experience.

(A) As set forth in section 4749.03 of the Revised Code, "two years experience" shall be defined as a minimum of four thousand working hours over the twenty-four month period immediately preceding the date an application for licensure is received by the department of public safety (department).

(B) Except as provided in paragraphs (C) and (D) of this rule, an applicant for a class B license shall have at least four thousand working hours of experience in investigatory work, an applicant for a class C license shall have at least four thousand working hours of experience in security services work, and an applicant for a class A license shall have at least four thousand working hours of experience consisting of at least one thousand working hours of experience in investigatory work and at least one thousand working hours of experience in security services work, and the remaining hours of working experience in either investigatory or security service work, or both.

(C) Equivalent experience such as, but not limited to, specialized education in criminal justice or law enforcement, or honorable service in the military police or similar military security position in any of the branches of the armed forces of the United States, or significant experience as a law enforcement officer, as defined in division (A)(11) of section 2901.01 of the Revised Code, or as a peace officer as defined in division (B) of section 2935.01 of the Revised Code obtained within the last ten years prior to the date of application, may be deemed by the director of public safety to be sufficient to satisfy the experience requirement.

(D) If specialized education as defined in paragraph (C) of this rule is submitted as equivalent experience, an applicant for a class A license shall also have at least one thousand working hours of experience in investigatory work and at least one thousand working hours in security services work, an applicant for a class B license shall have at least two thousand working hours of experience in investigatory work, and an applicant for a class C license shall have at least two thousand working hours of experience in security services work.

(E) Equivalent experience such as, but not limited to, management in the business of private investigation, management in the business of security services, or both, may be deemed by the director of public safety to be sufficient to satisfy the experience requirement as defined in paragraph (A) of this rule.

Replaces: 4501:5-1-06
Effective: 01/01/2015
Five Year Review (FYR) Dates: 07/01/2019
Promulgated Under: 119.03
Statutory Authority: R.C. 4749.02
Rule Amplifies: R.C. 4749.03
Prior Effective Dates: 1/1/70, 8/10/89, 12/15/98, 11/16/01, 10/7/04

4501:7-1-07 Examinations.

(A) Under division (C)(3) of section 4749.03 of the Revised Code, the qualifying agent will be notified by e-mail of available exam dates once licensing requirements are met. All exams are held in Columbus, Ohio at 1952 west Broad street. If the qualifying agent fails to appear for an examination, except as provided herein, the application may be denied and a new application together with a new fee shall be required.

(B) If the applicant's failure to appear for the scheduled examination is due to illness, the applicant shall be admitted to the next scheduled examination. No applicant shall be excused from taking the scheduled examination for any other reason than illness, unless in the department's judgment, the applicant would suffer undue hardship thereby. Examination fees are non-refundable.

(C) Upon appearing for the examination, the identity of the applicant shall be verified by producing for inspection a driver's license or other photographic identification acceptable to the department of public safety (department).

(D) The examination devised by the department shall test the applicant on knowledge of Chapter 4749. of the Revised Code, the rules promulgated thereunder, and other aspects of the private investigation and / or security services business.

(E) An applicant will be given up to ninety days and no more than three attempts following the notification of eligibility to pass the examination or the application shall be denied and a new application together with a new fee shall be required.

(F) The department may waive examination and experience verification requirements for a new licensee, partner in a partnership, or a qualifying agent if the applicant previously qualified a business for licensure within six months of the date of application.

Replaces: 4501:5-1-07
Effective: 01/01/2015
Five Year Review (FYR) Dates: 07/01/2019
Promulgated Under: 119.03
Statutory Authority: R.C. 4749.02
Rule Amplifies: R.C. 4749.03
Prior Effective Dates: 1/1/70, 8/10/89, 10/7/04

4501:7-1-08 License.

[Comment: Information regarding the availability and effective date of the materials incorporated by reference in this rule can be found in paragraph (H) of rule 4501:7-1-01 of the Administrative Code.]

(A) The license required to be obtained by each licensee under the provisions of section 4749.03 of the Revised Code shall at all times be posted in a conspicuous place in the principal place of business of the licensee.

(1) Licensees shall, within ten days, notify the department of public safety (department) in writing using the "Multiple Change Application" of any change of address of such principal place of business, or of any change of the business name or trade name designation under which the business is conducted or contact information. A licensee shall not have a name so similar to that of another licensee as to be confusing or likely to mislead the public. A business name or trade name designation can be used by no more than one licensee, except that licensees operating under valid franchise agreements with a lawfully registered franchisor may operate under the same name.

(2) In the event of suspension, revocation or nonrenewal of the license issued under the provisions of section 4749.04 of the Revised Code, or if the business of the licensee under such license is discontinued for any other reason, the licensee shall immediately return the license and the qualifying agent's (QA) identification card to the department. If a licensee fails to return the license or QA identification card, the department may consider such failure as grounds for denial if the licensee later applies for a new license. The department may notify the local law enforcement authorities in whose jurisdiction the former licensee operated of the termination of licensure.

(B) Each licensee who maintains one or more branch offices shall obtain a branch office license pursuant to the provisions of division (A) of section 4749.05 of the Revised Code for each of such branch offices by submitting a "Provider Branch Office Application" accompained by the fee provided for in section 4749.05 of the Revised Code. The fee may be paid by certified check or money order payable to Ohio treasurer of state, or if submitted on-line, may be paid by credit card.

(1) Licensees shall, within 48 hours, notify the department in writing using the "Multiple Change Application" of any change of address at such branch office.

(2) In the event of suspension, revocation or nonrenewal of the license under which the licensee is authorized to conduct the business of private investigation or security services, or if such business is discontinued for any other reason, the licensee shall immediately return all branch office licenses to the department.

(C) All licenses shall expire annually on the first day of March following the date of issuance under the provisions of section 4749.03 of the Revised Code.

(1) On the second day of January of each year, the department will notify the licensee by e-mail that the license will expire on March first, and must be renewed after January second and by midnight of March first if the company wants to remain in business.

(2) Each class A, class B, or class C licensee shall submit a "Provider License Renewal" and "Qualifying Agent Renewal" accompained by the renewal fee provided for in section 4749.03 of the Revised Code or may renew on-line at http://pisgs.ohio.gov/pisgs.stm. The fee may be paid by certified check or money order payable to Ohio treasurer of state, or if submitted on-line, may be paid by credit card. A passport style photograph that measures two by two inches, taken within one year of submission, and bearing a reasonable likeness to the qualifying agent (QA) must be submitted with the "Qualifying Agent Renewal." The QA must continue to meet the qualifications set forth in section 4749.03 of the Revised Code.

(a) The firearm bearer (FAB) notation expires annually on expiration date of the identification card.

(b) A qualifying agent with a FAB notation, must submit a "Firearm Bearer Notation Application" accompanied by the fee provided for in section 4749.10 of the Revised Code.

(D) Pursuant to sections 4749.03 and 5903.10 of the Revised Code, the holder of an expired license, who was a member of the uniformed services, or the spouse of a member of the uniformed services, shall be granted a renewal of the license at the usual cost and without penalty if either of the following applies:

(1) The license was not renewed because the holder was in active service in the armed forces of the United States or a reserve component of the armed forces of the United States, including the Ohio national guard or the national guard of any other state.

(2) The license was not renewed because the holder's spouse was in active service in the armed forces of the United States or a reserve component of the armed forces of the United States, including the Ohio national guard or the national guard of any other state, and the service resulted in the holder's absence from this state.

A renewal shall not be granted unless the holder or the spouse of the holder, whichever is applicable, has presented satisfactory evidence of the service member's discharge under honorable conditions or release under honorable conditions from active duty or national guard duty within six months after the release or discharge.

Replaces: 4501:5-1-08
Effective: 01/01/2015
Five Year Review (FYR) Dates: 07/01/2019
Promulgated Under: 119.03
Statutory Authority: R.C. 4749.02
Rule Amplifies: R.C. 4749.03 and 4749.05
Prior Effective Dates: 7/18/76, 7/7/78, 8/10/89, 11/16/01, 10/7/04

4501:7-1-09 Registration of employees.

[Comment: Information regarding the availability and effective date of the materials incorporated by reference in this rule can be found in paragraph (H) of rule 4501:7-1-01 of the Administrative Code.]

(A) Each licensee shall register his investigator and security guard employees with the department of public safety (department).

(B) Each licensee shall submit an "Employee Registration Application" to register a new investigator or security guard employee with the department accompanied by the registration fee provided for in section 4749.06 of the Revised Code. The registration fee may be paid by check or money order payable to Ohio treasurer of state, or if submitted on-line, may be paid by credit card. A passport style photograph that measures two by two inches, taken within one year of submission, and bearing a reasonable likeness to the applicant must be submitted with the "Employee Registration Application." The application must be submitted no later than seven calendar days after the employee's name is posted on the licensee's payroll records. The licensee must post any employee's name on the licensee's payroll records before that employee works any assignment for the licensee.

(1) The licensee must submit verification of the employee's name, date of birth, and social security number.

(2) The fingerprint impressions submitted under division (B)(2) of section 4749.06 of the Revised Code shall not have been obtained more than thirty days prior to the filing of the employee's application for registration, as outlined on "WebCheck Instructions."

(a) If an employee intends to carry a firearm in the course of business or employment, the employee shall submit a "Firearm Bearer Notation Application" accompanied by the fee provided for in section 4749.10 of the Revised Code to the department and notify the bureau of criminal investigation (BCI) at the time of fingerprinting. BCI shall make a request to the federal bureau of investigation (FBI) about the employee and review the information in the manner set forth in division (B)(2) of section 109.572 of the Revised Code. The information provided by the FBI shall be submitted to the director of the department of public safety by direct copy.

(b) If the results of the criminal records check described in division (B)(2)(a) of section 4749.06 of the Revised Code indicate that the employee applying for registration may have a criminal record in one or more jurisdictions or in one or more states other than Ohio, the director may make further inquiries and request further information from the applicant in order to complete the investigation of the applicant.

(C) "Employee Registration Application" shall include a question that easily identifies the employee as a veteran or as the spouse of a veteran. Applicants currently serving in the military must provide a copy of their military identification card or that of their spouse, or a veteran must provide a copy of their DD214 or that of their spouse along with the application, which will allow the department to verify the identification of the applicant as a veteran or spouse of a veteran. Once military service is verified on their application, and all other requirements are met, applicants for registration who are currently serving in the military, veterans, or their spouses, will be segregated and processed ahead of non-military affiliated applications.

(D) Within ten calendar days after the termination of a registered investigator or security guard's employment, the licensee shall submit to the department an "Employee Termination Report" with the employee's identification card for cancellation.

(E) Four times a year the licensee shall submit to the department a "Quarterly Report" with a current list of registered employees.

Replaces: 4501:5-1-09, 4501:5-10 in part
Effective: 01/01/2015
Five Year Review (FYR) Dates: 07/01/2019
Promulgated Under: 119.03
Statutory Authority: R.C. 4749.02
Rule Amplifies: R.C. 4749.06
Prior Effective Dates: 1/1/70, 8/10/89, 10/7/04

4501:7-1-10 Issuance of I.D. card to registrant.

(A) It shall be the duty of every licensee licensed under the provisions of Chapter 4749 of the Revised Code to furnish each of his investigator and security guard employees with an identification card furnished by the department of public safety (department), and maintain a record thereof.

(B) The licensee shall inform all of his investigator and security guard employees on the first day of employment of all the registration and firearms training provisions of Chapter 4749. of the Revised Code as that chapter applies to such employees and shall ensure that all such employees are properly registered in accordance with sections 4749.06 and 4749.10 of the Revised Code.

(C) Each licensee that uses investigator or security guard employees who have not yet received the identification cards issued by the department, shall obtain a written waiver from each client pursuant to division (C) of section 4749.06 of the Revised Code. Under no circumstances shall an employee carry firearms while engaged in the licensee's business unless the licensee has submitted that employee's registration application and firearms certificate of qualification to the department and has received a firearm bearer notation on the identification card.

(D) Each employee shall produce his identification card upon the request of an authorized representative of the department or any law enforcement authority.

(E) All identification cards shall be considered, and remain, the property of the department. The licensee shall be responsible for the use of the identification card by his employee, and shall return the card to the department upon the termination of the employee.

Replaces: 4501:5-1-10, in part
Effective: 01/01/2015
Five Year Review (FYR) Dates: 07/01/2019
Promulgated Under: 119.03
Statutory Authority: R.C. 4749.02
Rule Amplifies: R.C. 4749.06 , 4749.10
Prior Effective Dates: 1/1/70, 7/7/78, 8/10/89, 10/7/04

4501:7-1-11 Records.

Each licensee shall keep a true and correct record in the English language of all of the business transactions in his offic relevant to enforcement of Chapter 4749. of the Revised Code. Such records shall be available at all reasonable hours for inspection by the department of public safety.

Replaces: 4501:5-1-11
Effective: 01/01/2015
Five Year Review (FYR) Dates: 07/01/2019
Promulgated Under: 119.03
Statutory Authority: R.C. 4749.02 , 4749.11
Rule Amplifies: R.C. 4749.11
Prior Effective Dates: 1/1/70, 7/7/78, 8/10/89, 10/7/04

4501:7-1-12 Uniforms.

(A) Registered employees of licensees are not required to wear uniforms. Any uniforms worn by such employees, except as provided in paragraph (D) of this rule, shall be readily distinguishable from the uniforms worn by law enforcement authorities. Identifying patches shall be required on all uniforms. A licensee's patch shall be distinct and shall be visible at all times. The name of the licensee's business shall be clearly displayed on the patches; initials shall be allowed with prior written approval of the department of public safety. Where blazer-type jackets are used, the identifying patch may be worn on either the left breast pocket or on the left sleeve near the shoulder seam.

(B) Registered employees of licensees are not required to wear badges. Any badges used by such employees, except as provided in paragraph (D) of this rule, shall be furnished by the licensee. All badges used shall be numbered for identification, shall include the name of the licensee's business, and shall be clearly marked at all times. The licensee shall keep an up-to-date record showing to whom each badge has been issued. Badges shall be distinct from those of the local or state law enforcement authorities.

(C) Employees of one licensee shall not wear the uniform of another licensee even if a contract or subcontract relationship exists between the two licensees.

(D) Peace officers, as defined in division (B) of section 2935.01 of the Revised Code, with the written consent of the department with which the officer is commissioned, may wear the uniform and badge of the department, within the jurisdiction to which the peace officer is commissioned.

Replaces: 4501-5-1-12
Effective: 01/01/2015
Five Year Review (FYR) Dates: 07/01/2019
Promulgated Under: 119.03
Statutory Authority: R.C. 4749.02 , 4749.08
Rule Amplifies: RC. 4749.08
Prior Effective Dates: 12/1/90, 3/18/93, 5/7/93. 9/10/96, 4/24/00, 10/7/04

4501:7-1-13 Publication and vehicle marking restrictions.

(A) No licensee may publish or cause to be published in any format, whether print or electronic, any advertisement, letterhead, circular, statement or phrase of any sort which suggests that the licensee is an official law enforcement or investigative agency or any other agency or instrumentality of the state of Ohio or any of its political subdivisions. This paragraph shall not be waived by the department of public safety.

(B) Any vehicle used by a licensee that is marked in any manner by the use of painted signs, decals, or other means shall not be of a design so similar to those of the local or state law enforcement authorities as to create confusion.

(1) No vehicle used by a licensee shall be marked with any words or phrase that can be construed as a law enforcement or governmental agency such as, but not limited to:

(a) Homeland security;
(b) Highway patrol;
(c) Bureau of investigation;
(d) Police;
(e) Private police;
(f) Sheriff;
(g) The word "patrol" used in conjunction with "Ohio"or "State";
(h) SWAT;
(i) Cop;
(j) Public safety;
(k) Peace Officer;
(l) Constable;
(m) Law enforcement;
(n) Trooper;

(o) Deputy; or
(p) Agent.

(2) The provision of paragraph (B)(1) of this rule may be waived in writing by the director of department of public safety.

Replaces: 4501:5-1-16
Effective: 01/01/2015
Five Year Review (FYR) Dates: 07/01/2019
Promulgated Under: 119.03
Statutory Authority: R.C. 4749.02 , 4749.08
Rule Amplifies: R.C. 4749.08
Prior Effective Dates: 1/1/70, 8/10/89, 10/7/04

4501:7-1-14 Advertisement identification.

(A) All advertisements and/or other promotional material shall carry the legal name or trade name designation and the address under which the licensee is licensed to do business. If a licensee chooses to adopt an abbreviated name for advertising purposes, prior written approval shall be obtained from the department of public safety.

(B) If, in its advertising, a corporate licensee identifies one or more of its divisions by name, such names shall not be considered multiple business names or trade names. A corporate licensee shall notify the department of public safety of its designation of a division by name before use of the division name in its advertising.

(C) A licensee shall not use the name of any employee or associate in the heading of any advertisement or other promotional material. If the name of an employee or associate is used in the body of an advertisement or other promotional material, the name shall be in smaller letters and less prominent type size than that used in printing the name of the licensee's business.

Replaces: 4501:5-1-17
Effective: 01/01/2015
Five Year Review (FYR) Dates: 07/01/2019
Promulgated Under: 119.03
Statutory Authority: R.C. 4749.02 , 4749.08
Rule Amplifies: R.C. 4749.08
Prior Effective Dates: 12/31/75, 8/10/89, 10/7/04

4501:7-1-15 Notice of renewals.

(A) The department of public safety (department) shall provide notice to each individual or company holding a license issued pursuant to Chapter 4749. of the Revised Code of the expiration of the registrations of its employees. The notices shall be in writing and shall be provided at a minimum of sixty days prior to the expiration of the registrations.

(B) It is the responsibility of each licensee and individual holding a registration identification card to renew licenses or registrations in accordance with Chapter 4749. of the Revised Code and rule 4501:7-1-16 of the Administrative Code even if the licensee or individual holding a registration identification card fails to receive a renewal notice from the private investigator security guard section due to a change of address, incorrect address, loss of mail by the United States postal service, or any other reason. Failure to receive or obtain a license renewal application shall not relieve the licensee or individual holding a registration identification card from compliance with the requirements of Chapter 4749. of the Revised Code and rule 4501:7-1-16 of the Administrative Code.

Replaces: 4501:5-1-19
Effective: 01/01/2015
Five Year Review (FYR) Dates: 07/01/2019
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Statutory Authority: R.C. 4749.02 , 4749.06
Rule Amplifies: R.C. 4749.06
Prior Effective Dates: 9/22/2005

4501:7-1-16 Renewal of registrations.

[Comment: Information regarding the availability and effective date of the materials incorporated by reference in this rule can be found in paragraph (H) of rule 4501:7-1-01 of the Administrative Code.]

(A) Each registration identification card issued to a private investigator or security guard employee pursuant to section 4749.06 of the Revised Code and rule 4501:7-1-10 of the Administrative Code shall include the date of issuance. Registrations expire annually on the anniversary date of initial issuance.

(B) The department of public safety shall renew a registration issued pursuant to section 4749.06 of the Revised Code if the person holding a valid identification card renews such registration in accordance with this rule on form "Employee Registration Renewal" or renews on-line at http://pisgs.ohio.gov/pisgs.stm. A passport style photograph that measures two by two inches, taken within one year of submission, and bearing a reasonable likeness to the applicant must be submitted with the "Employee Registration Renewal." The person holding a valid identification card must continue to meet the qualifications set forth in section 4749.06 of the Revised Code and continue to meet the following renewal requirements:

(1) Certifies that he/she has not been convicted of, or pled guilty to, a disqualifying offense as defined in rule 4501:7-1-19 of the Administrative Code during the previous registration year;

(2) Pays the annual renewal fee as set forth in rule 4501:7-1-17 of the Administrative Code. The fee may be paid by certified check or money order payable to Ohio treasurer of state or if submitted on-line, may be paid by credit card.

If an individual fails to meet the renewal requirements, the registration is expired without the taking of any action by the department. Registrants desiring to register again will be required to make new application to the department in accordance with section 4749.06 of the Revised Code.

(3) The holder of an expired registration issued pursuant to section 4749.06 of the Revised Code, who was a member of the uniformed services, or the spouse of a member of the uniformed services, shall be granted a renewal of the registration at the usual cost and without penalty if either of the following applies:

(a) The registration was not renewed because of the holder's active service in the armed forces of the United States or a reserve component of the armed forces of the United States, including the Ohio national guard or the national guard of any other state.

(b) The registration was not renewed because the holder's spouse served in active service in the armed forces of the United States or a reserve component of the armed forces of the United States, including the Ohio national guard or the national guard of any other state, and the service resulted in the holder's absence from this state.

Pursuant to division (B) of section 5903.10 of the Revised Code, a renewal shall not be granted under paragraph (B)(3)(a) or (B)(3)(b) of this rule unless the holder or the spouse of the holder, whichever is applicable, has presented satisfactory evidence of the service member's discharge under honorable conditions or release under honorable conditions from active duty or national guard duty within six months after the release or discharge.

(C) The firearm bearer (FAB) notation expires annually on expiration date of the identification card. A private investigator or security guard with a FAB notation, must submit a "Firearm Bearer Notation Application" accompanied by the fee provided for in section 4749.10 of the Revised Code.

Replaces: 4501:5-1-20
Effective: 01/01/2015
Five Year Review (FYR) Dates: 07/01/2019
Promulgated Under: 119.03
Statutory Authority: R.C. 4749.02 , 4749.06
Rule Amplifies: R.C. 4749.06
Prior Effective Dates: 9/22/05

4501:7-1-17 Fees.

(A) The fees for applications for examination, issuance of licenses or registration cards, replacement or duplicate licenses or registration cards, transfer of licenses, and annual renewal of licenses and registrations are as follows:

(1) Twenty-five dollars for application for examination for an individual applicant and, in the case of a corporation, each officer or qualifying agent specified in the application as satisfying the requirements of divisions (A)(1) to (F)(1) of section 4749.03 of the Revised Code pursuant to division (B)(3) of section 4749.03 of the Revised Code;

(2) Five dollars for each application to license or renew a company pursuant to section 4749.03 of the Revised Code for the fee charged by the bureau of criminal identification to enroll the applicant in the retained applicant fingerprint database pursuant to rules adopted under division (F) of section 109.5721 of the Revised Code;

(3) Three hundred seventy-five dollars for the issuance of each license pursuant to division (B)(3) of section 4749.03 of the Revised Code;

(4) One hundred dollars for the issuance of each branch license pursuant to division (A) of section 4749.05 of the Revised Code;

(5) Two hundred seventy-five dollars for the annual renewal of each license pursuant to division (D) of section 4749.03 of the Revised Code;

(6) Twenty-five dollars for a duplicate of a lost, spoliated, or destroyed license pursuant to division (E) of section 4749.03 of the Revised Code;

(7) Forty dollars for the issuance of each registration identification card pursuant to division (B) of section 4749.06 of the Revised Code;

(8) Twenty-five dollars for the annual renewal of each registration identification card pursuant to division (F) of section 4749.06 of the Revised Code;

(9) Fifteen dollars for the issuance of firearm bearer notation on the qualifying agent and employee registration identification card pursuant to division (A) of section 4749.10 of the Revised Code;

(10) Twenty-five dollars to transfer a private investigator or security guard provider license from one corporation to another corporation or from a sole proprietor to a corporation or to transfer a corporation license to a sole proprietor, pursuant to division (F) of section 4749.03 of the Revised Code;

(11) Five dollars for a duplicate of a lost, spoliated, or destroyed registration identification card pursuant to section 4749.06 of the Revised Code.

(B) Each fee described in paragraph (A) of this rule is a nonrefundable fee payable to the department of public safety except that the three hundred seventy-five dollar initial license fee described in paragraph (A)(3) of this rule shall be refunded if the license application is denied.

Replaces: 4501:7-1-21
Effective: 01/01/2015
Five Year Review (FYR) Dates: 07/01/2019
Promulgated Under: 119.03
Statutory Authority: R.C. 4749.02
Rule Amplifies: R.C. 4749.03 , 4749.031 , 4749.06 , 4749.10
Prior Effective Dates: 09/22/05, 1/2/12

4501:7-1-18 Retained applicant fingerprint database enrollment.

(A) Each individual, including a partner in a partnership, an officer, or a qualifying agent who submits an application to license a company or who submits an application to renew a license pursuant to section 4749.03 of the Revised Code, shall be enrolled in the retained applicant fingerprint database maintained by the bureau of criminal identification and investigation under section 109.5721 of the Revised Code.

(1) Each individual, including a partner in a partnership, an officer, or a qualifying agent who submits an annual renewal application pursuant to section 4749.03 of the Revised Code, and who does not currently have electronic fingerprints on file with the superintendent of the bureau of criminal identification and investigation, shall submit a set of electronic fingerprints directly to the superintendent in the method prescribed in division (C)(2) of section 109.572 of the Revised Code.

(2) The results of the criminal records check shall be sent via direct copy to the director of public safety, private investigator security guard services.

(3) If the results of the criminal records check satisfy the requirements of division (A)(1)(a) of section 4749.03 of the Revised Code, and the license is approved or renewed, the applicant shall be enrolled in the retained applicant fingerprint database. Once enrolled in the retained applicant fingerprint database, the licensee need not submit fingerprints on future renewal dates unless otherwise required under Chapter 4749. of the Revised Code.

(4) If the results of the applicant's criminal records check indicate that the applicant does not have electronic fingerprints on file with the superintendent of the bureau of criminal identification and investigation, then the applicant shall be granted a sixty day extension from the date that the department of public safety notifies the applicant of the records check results. Within this sixty day extension period, the applicant must submit a set of electronic fingerprints to the superintendent in the method prescribed in division (C)(2) of section 109.572 of the Revised Code and the director of public safety must receive results that satisfy the requirements of division (B)(3) of section 4749.06 of the Revised Code.

(5) Failure to provide a fingerprint submission in accordance with this paragraph shall result in a denial of the individual's application for license or application for renewal.

(B) Each employee who is registered or renewed by a class A, B, or C licensee pursuant to section 4749.06 of the Revised Code shall be enrolled in the retained applicant fingerprint database maintained by the bureau of criminal identification and investigation under section 109.5721 of the Revised Code.

(1) Each employee who is registered by a class A, B, or C licensee pursuant to section 4749.06 of the Revised Code shall be automatically enrolled in the retained applicant fingerprint database.

(2) For each employee who is renewed by a class A, B, or C licensee pursuant to section 4749.06 of the Revised Code, and who does not currently have electronic fingerprints on file with the superintendent of the bureau of criminal identification and investigation, the licensee shall submit a set of electronic fingerprints directly to the superintendent in the method prescribed in division (C)(2) of section 109.572 of the Revised Code.

(3) The results of the employee's criminal records check shall be sent via direct copy to the director of public safety, private investigator security guard services.

(4) If the results of the employee's criminal records check satisfy the requirements of division (B)(3) of section 4749.06 of the Revised Code, and the registration is approved or renewed, the employee shall be enrolled in the retained applicant fingerprint database. Once an employee is enrolled in the retained applicant fingerprint database, the employee need not submit fingerprints on future renewal dates unless otherwise required under Chapter 4749. of the Revised Code.

(5) If the results of the employee's criminal records check indicate that the employee does not have electronic fingerprints on file with the superintendent of the bureau of criminal identification and investigation, then the licensee shall be granted a sixty day extension from the date that the department of public safety notifies the licensee of the records check results. Within this sixty day extension period, the licensee must submit a set of

the employee's electronic fingerprints to the superintendent in the method prescribed in division (C)(2) of section 109.572 of the Revised Code and the director of public safety must receive results that satisfy the requirements of division (B)(3) of section 4749.06 of the Revised Code.

(6) Failure to provide an employee's fingerprint submission in accordance with this paragraph shall result in a denial of the employee's registration or renewal.

Replaces: 4501:5-1-22
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Five Year Review (FYR) Dates: 07/01/2019
Promulgated Under: 119.03
Statutory Authority: R.C. 4749.02
Rule Amplifies: R.C. 4749.03 , 4749.031 , 4749.06
Prior Effective Dates: 01/02/12

4501:7-1-19 Disqualifying offenses.

(A) "Disqualifying offense" means a conviction or plea of guilty to a felony offense that has a direct bearing on an individual's fitness or ability to perform the duties or responsibilities related to the provision of private investigator services, security guard services, or both.

(B) For purposes of sections 4749.03 and 4749.04 of the Revised Code, the following offenses are disqualifying offenses:

(1) Aggravated burglary as set forth in section 2911.11 of the Revised Code;

(2) Breaking and entering as set forth in section 2911.13 of the Revised Code;

(3) Burglary as set forth in section 2911.12 of the Revised Code;

(4) Deception to secure writing as set forth in section 2913.43 of the Revised Code;

(5) Endangering children as set forth in section 2919.22 of the Revised Code;

(6) Forgery as set forth in section 2913.31 of the Revised Code;

(7) Identity fraud as set forth in section 2913.49 of the Revised Code;

(8) Misuse of a credit card as set forth in section 2913.21 of the Revised Code;

(9) Misuse of the law enforcement automated database system (LEADS) as set forth in section 2913.04 of the Revised Code;

(10) Passing bad checks as set forth in section 2913.11 of the Revised Code;

(11) Receiving stolen property as set forth in section 2913.51 of the Revised Code;

(12) Safecracking as set forth in section 2911.31 of the Revised Code;

(13) Theft as set forth in section 2913.02 of the Revised Code;

(14) Voyeurism as set forth in section 2907.08 of the Revised Code;

(15) Wiretapping as set forth in section 2933.52 of the Revised Code;

(16) An attempt or conspiracy to commit or complicity in committing any of the offenses listed in paragraphs (B)(1) to (B)(15) of this rule, if the attempt, conspiracy, or complicity is a felony;

(17) A violation of any former law of this state, any existing or former law of another state, existing or former law applicable in a military court or an Indian tribal court, or any existing or former law of any nation other than the United States that is or was substantially equivalent to any of the offenses listed in paragraphs (B)(1) to (B)(15) of this rule.

(C) For purposes of division (B)(3) of section 4749.06 of the Revised Code, "disqualifying offense" means a felony conviction or plea of guilty to any of the offenses listed in paragraphs (B)(1) to (B)(17) of this rule and a conviction or plea of guilty to a crime of moral turpitude, as that term is defined in section 4776.10 of the Revised Code.

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Five Year Review (FYR) Dates: 07/01/2019
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Statutory Authority: R.C. 4749.02 , 5502.011
Rule Amplifies: R.C. 4749.03 , 4749.06

4501:7-1-20 Notice of meeting.

(A) For the purpose of this rule "the commission" means the Ohio private investigation and security services commission (OPISSC).

(B) The department of public safety (department) shall post notice of all regularly scheduled meetings of the commission and any of its committees, subcommittees, and workgroups, on the department's website, which may be accessed at http://pisgs.ohio.gov/pissc.stm at least fourteen days prior to each regularly scheduled meeting. Such notice shall include the time and place of the meeting and may include the tentative agenda for the meeting. Nothing in this section shall be construed as prohibiting any member of the commission from requesting that an item be added to the agenda in writing once it is posted to the website.

(C) The department shall provide at least twenty-four hour advance notice of the time, place, and purpose of special meetings of the commission and any of its committees, subcommittees and workgroups to any media outlet that has submitted written request for such notice to the department. Notice shall also be posted to the department's website as stated in paragraph (B) of this rule as soon as possible after the meeting is scheduled. In the event that an emergency meeting is scheduled and twenty-four hour notice is not possible, the department shall notify those media outlets who have requested notice in accordance with this paragraph, as soon as is reasonably possible after such meeting is scheduled. The notice requested by representatives of news organizations pursuant to this rule may be general or specific in nature.

(D) Any person may obtain advance notice of any meeting of the commission, its committees, subcommittees and workgroups. Requests for notice of meetings may be submitted to the department in written form, or may be made in person during regular business hours. Written request for notice of meetings may be general in nature or may be specific to meetings where a particular type of business will be considered. Such requests shall be mailed to "Private Investigator Security Guard Services, 1952 West Broad Street, Columbus, Ohio 43223," and shall include the name of the person submitting the request, any organization with which the person is affiliated, mailing address, electronic mail address, if applicable, telephone number, and whether notice is sought for all or specified types of meetings. Requests for notices in a hard copy format shall include one of the following:

(1) Fifteen self-addressed envelopes with appropriate postage affixed;

(2) A reasonable postage fee as determined annually by the commission; or

(3) A valid email address to which notice may be sent.

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Five Year Review (FYR) Dates: 07/01/2019
Promulgated Under: 119.03
Statutory Authority: R.C. 4749.02 , 121.22
Rule Amplifies: R.C. 4749.021

4501:7-1-21 Process for veteran applications.

Comment: Information regarding the availability and effective dates of the materials incorporated by reference in this rule can be found in paragraph (H) of rule 4501:7-1-01 of the Administrative Code.

(A) The department shall track and monitor "Provider Applications," "Qualifying Agent Applications," "Employee Registration Applications," "Provider License Renewals," "Qualifying Agent Renewals," and "Employee Registration Renewals," that have been received from veterans, as defined in paragraph (F) of rule 4501:7-1-01 of the Administrative Code, and/or spouses of veterans.

(B) The department shall prioritize and expedite a completed "Provider Application,"

"Qualifying Agent Application," "Employee Registration Application," "Provider License Renewal," "Qualifying Agent Renewal," and "Employee Registration Renewal," for veterans and spouses of veterans within four business days of receipt. An application shall be considered complete only when all requirements as set forth in rules 4501:7-1-04, 4501:7-1-08, 4501:7-1-09, and 4501:7-1-16 of the Administrative Code, as applicable, are met and the documentation as required in paragraph (C) of this rule has been provided to the department.

(C) Satisfactory evidence that the applicant or applicant's spouse is a veteran or member of the armed forces includes the applicant's official military identification card, official DD-214 separation document, or other official military documentation approved by the director of the department. A marriage certificate may be required, in addition to evidence of status as a veteran, if the applicant is the spouse of a veteran.

(D) In order to expedite the processing of applications and renewals, especially for individuals facing imminent deployment, the department shall accept necessary information in support of the applications by electronic and other appropriate means.

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Rule Amplifies: R.C. 4749.03 , 4749.06

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