



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 PRS10SEC

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 BUYER 32
 304-558-2544

VENDOR

JIM MULLINS
G4S WACKENHUT
2333 MCCORKLE AVENUE SUITE 200
ST ALBANS WV 25177

SHIP TO

PROTECTIVE SERVICES
DIVISION OF
BUILDING 1, ROOM 152-A
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305 304-558-9911

DATE PRINTED 07/06/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 07/15/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO.1 -----						
THIS ADDENDUM IS ISSUED TO ADDRESS THE QUESTIONS RECEIVED PRIOR TO THE QUESTION SUBMISSION DEADLINE OF 06/29/2010.						
ATTACHMENT: QUESTIONS AND RESPONSES						
THE BID OPENING DATE REMAINS: 07/15/2010						
0001	1	LS		990-46		
GUARD AND SECURITY SERVICES						
EXHIBIT 10						
REQUISITION NO.: PRS10SEC						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						

2010 JUL 14 AM 11:23
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE			TELEPHONE		DATE	
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

WHEN RESPONDING TO REQ INSERT NAME AND ADDRESS IN SPACE ABOVE

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.
-

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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 Department of Administration
 Purchasing Division
 2019 Washington Street East
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ADDRESS CORRESPONDENCE TO ATTENTION OF
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 304-558-2544

VENDOR

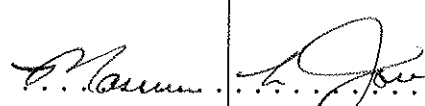
RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

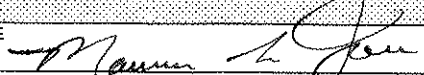
PROTECTIVE SERVICES
 DIVISION OF
 BUILDING 1, ROOM 152-A
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305 304-558-9911

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
07/06/2010				

BID OPENING DATE: 07/15/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 1					
NO. 2					
NO. 3					
NO. 4					
NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;">  SIGNATURE G45. SECURE SOLUTIONS (USA) INC. COMPANY 7/14/2010 DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-727-4808	DATE 7/14/2010
TITLE GENERAL MANAGER	FEIN 59-0857245	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
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ADDRESS CORRESPONDENCE TO ATTENTION OF
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 304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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 DIVISION OF
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 25305 304-558-9911

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/06/2010				

BID OPENING DATE: 07/15/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
----- END OF ADDENDUM NO. 1 -----						
***** THIS IS THE END OF RFQ PRS10SEC ***** TOTAL:						_____

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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 Department of Administration
 Purchasing Division
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Request for Quotation

RFQ NUMBER
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PAGE
5

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 32
304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

PROTECTIVE SERVICES
DIVISION OF
BUILDING 1, ROOM 152-A
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305 304-558-9911

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/10/2010				

BID OPENING DATE: **07/15/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BUYER: SHELLY MURRAY</p> <p>RFQ. NO.: PRS10SEC</p> <p>BID OPENING DATE: 07/15/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304 727 4198</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): Jim MULLINS (MANAGER, BUSINESS DEVELOPMENT) 304-550-8719 MARVIN JOSE (GENERAL MANAGER) 304-727-4608</p> <p>***** THIS IS THE END OF RFQ PRS10SEC ***** TOTAL:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Marvin Jose</i>	TELEPHONE 304-727-4608	DATE 7/14/2010
TITLE GENERAL MANAGER	BEIN 59-0857245	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

PRS10SEC**Addendum No. 1****QUESTION:**

Are the Estimated Hours on page 26 weekly hours or annual hours?

RESPONSE:

The hours stated in the PRS10SEC Price Quote is a scenario for price evaluation only. These would be considered annual hours, but again there are no service level guarantee's for this contract.

QUESTION:

Where is the schedule of events mentioned on Page 6 Part 1.4 inquiries?

RESPONSE:

Item 1.4 on page 9 should have been labeled Item 1.14 and it contains specific dates for the schedule of events.

QUESTION:

Does WV want multiple rates or one blended rate?

RESPONSE:

Based on Item 3.17 and the PRS10SEC Price Quote there should be an individual rate quoted for each skill level. The same rate can be quoted for multiple skill levels.

QUESTION:

Is this for armed or unarmed security?

RESPONSE:

This contract is for unarmed security guards.

QUESTION:

There is no mention of equipment required i.e. patrol vehicles, radios, cell phones, computers, fax machines, etc), do we need to supply any equipment?

RESPONSE:

Service hours are based on individual spending unit needs on a purchase order basis. Over the past two years this contract has generated \$ 3,898,699 in billings. At a rate of \$11.96, this would equate to 3,134.5 billable hours per week. The Division of Protective Services utilizes this contract for 56 hours per week.

QUESTION:

How many hours of service in a typical week during the annual session of the legislature?

RESPONSE:

Service hours are based on individual spending unit needs on a purchase order basis.

QUESTION:

How many hours of guard service in a typical week during a special or interim legislative session?

RESPONSE:

Service hours are based on individual spending unit needs on a purchase order basis.

QUESTION:

Section 1.16 requires Fidelity insurance in the amount of \$1 million per incident. To have true Fidelity Insurance for Security Officers is a very expensive cost item. Fidelity insurance is usually only required at banks or for transportation of cash and other high value items. Will the State eliminate this requirement since it provides no value to the State?

RESPONSE:

This requirement has been removed from the specifications.

QUESTION:

Section 3.1.A What are the typical hours of guard service at the Environmental Protection building in Kanawha City, the Motor Vehicles building in Kanawha City, the Natural Resources building in South Charleston, the State Office Building in Huntington, Barboursville Veterans Home and various other locations across the State?

RESPONSE:

Service hours are based on individual spending unit needs on a purchase order basis.

QUESTION:

Section 3.5. Is the State granting permission to bill at Overtime (150% Billing Rate) for Holidays and additional coverage with less than 72 hour notice?

RESPONSE:

No. This is a flat rate contract and the State does not control how the contractor schedules its employees.

QUESTION:

What equipment (i.e. radio's, cell phones, flashlights, Detex systems, etc.) is provided by the State and what is provided by the vendor?

RESPONSE:

Outside of specification 3.22 Uniforms, the contractor does not supply any other equipment. It is the responsibility of the contracting spending unit to supply any additional equipment that the spending unit might deem necessary for the facility being guarded.

QUESTION:

Section 1.3 RFQ format: Low bid has never worked at any location. Why is the evaluation "price only" when other State Agencies consider technical capabilities in similar RFQ's?

RESPONSE:

The method of procurement was decided by the agency. The award will be made to the lowest responsible bidder meeting the requirements set forth in the RFQ.

PR10SEC COST QUOTE

<u>Estimated Hours</u>	<u>Officer Classification</u>	<u>Hourly Billing Rate</u>	<u>Total Amount</u>
478	Limited Assignment Personnel	\$ 10.71	\$ 5,119.38
570	Probationary Guard	\$ 9.79	\$ 5,580.30
5,700	Security Guard II	\$ 10.71	\$ 61,047.00
5,700	Security Guard III	\$ 11.04	\$ 62,928.00
5,700	Security Guard IV	\$ 11.36	\$ 64,752.00
1,496	Sergeant	\$ 12.10	\$ 18,101.60
357	Lieutenant	\$ 13.41	\$ 4,787.37
Annual Total Estimated Cost for the Scenario			\$ 222,315.65

The actual hours may be different from the amount stated above. It must be clearly understood that the total actual hours may be more or less than the numbers estimated and the successful vendor agrees to provide the actual numbers of hours of personnel at the correct professional level to fulfill the needs of the State regardless. **There are no service level guarantee's associated with this contract.**

Vendor: G45 SECURE SOLUTIONS (USA) INC

Date: 7/14/2010

COST QUOTE

HPW	OFFICER CLASSIFICATION	HOURLY BILLING RATE	TOTAL AMOUNT
478		\$ 10.71	\$ 5,119.38
570		\$ 9.79	\$ 5,580.30
5700		\$ 10.71	\$ 61,047.00
5700		\$ 11.04	\$ 62,928.00
5700		\$ 11.36	\$ 64,752.00
1496		\$ 12.10	\$ 18,101.60
357		\$ 13.41	\$ 4,787.37
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
		TOTAL	\$ 222,315.65

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: G4S SECURE SOLUTIONS (USA) INC.

Authorized Signature: *Manu L. Jones* Date: 7/14/2010

State of West Virginia

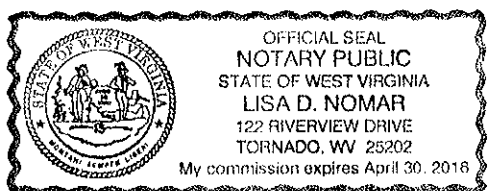
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 14th day of July, 2010.

My Commission expires April 30, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC *Lisa D. Nomar*



VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% resident vendor preference for the reason checked:

Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% resident vendor preference for the reason checked:

Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% resident vendor preference for the reason checked:

Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: GYS SECURE SOLUTIONS (USA) INC. Signed: Maurice L. Jones

Date: 7/14/2010 Title: GENERAL MANAGER

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we G4S SECURE SOLUTIONS (USA) INC.
4200 Wackenhut Drive
Palm Beach Gardens, FL 33410
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and LIBERTY MUTUAL INSURANCE COMPANY
175 Berkeley Street
Boston, MA 02116
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of MA
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

STATE OF WEST VIRGINIA Department of Administration
2019 Washington Street, East, Charleston, WV 25305-0130
as Obligee, hereinafter called the Obligee, in the sum of

Twenty Five Thousand and 00/100 Dollars (\$ 25,000.00),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for
Request for Quotation - PRS10SEC - Unarmed Security Guard Services
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding
or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty
hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract
with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain
in full force and effect.

Signed and sealed this 13th day of July 2010

[Signature] (Witness)
G4S SECURE SOLUTIONS (USA) INC.
(Principal) (Seal)
[Signature] (Title) Contracts Manager

[Signature] (Witness)
LIBERTY MUTUAL INSURANCE COMPANY
(Surety) (Seal)
[Signature] (Title) Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint JOSEPH M. PIETRANGELO, PAUL S. RODRIGUEZ, CLAUDETTE ALEXANDER, CAROLINE K. LAMARRE, ALL OF THE CITY OF MIAMI, STATE OF FLORIDA

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding SEVENTY MILLION AND 00/100 DOLLARS (\$ 70,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 30th day of March 2010.

LIBERTY MUTUAL INSURANCE COMPANY



By Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 30th day of March, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 13th day of May, 2010.



By David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CERTIFICATE

I, Julie T. Payne, a corporate officer of The Wackenhut Corporation and Secretary thereof, a corporation organized and existing under the laws of the State of Florida, do hereby certify that at a Regular Quarterly Meeting of the Board of Directors of The Wackenhut Corporation, held on July 29, 2009, the following resolution was unanimously adopted and passed:

RESOLVED: That in order to enable The Wackenhut Corporation, hereinafter referred to as the "Corporation," to respond to domestic business opportunities, the Board of Directors does hereby authorize and empower any one or more of the following persons designated by organizational title to sign certain pre-qualification instruments, bids, leases or contracts ("Contracts") and any other documents necessary to effectuate such Contracts on behalf of the Corporation, but only to the extent that the amount of such Contracts fall within the limits established by G4S Plc for North America within the financial authority limits set forth in Wackenhut corporate policies AD519, AD520 and/or AD830:

- Associate Counsel
- Assistant General Counsel
- Senior Counsel
- Chairman of the Board or Chief Executive Officer
- President
- Executive Vice President or Senior Vice President
- Vice President
- Treasurer
- Regional Vice President
- General Manager
- Other Wackenhut employee who is specifically authorized to so execute such Contracts by the General Counsel of the Corporation.

FURTHER RESOLVED: The Board of Directors does hereby authorize and empower any one or more of the following persons designated by organizational title to sign local, state or Federal tax returns or any other forms promulgated by a local, state or Federal taxing authority, insurance forms and documents, deeds, leases, banking and loan documents, benefit plans, benefit plan modifications ("Forms") and any other documents necessary to effectuate such Forms on behalf of the Corporation:

- Chairman of the Board or Chief Executive Officer
- President or Chief Operating Officer
- Executive Vice President or Senior Vice President
- Treasurer and Vice President, Tax
- Any other Vice President who is specifically authorized to so execute such Forms by the General Counsel of the Corporation.

FURTHER RESOLVED: That the appropriate officers of the Corporation be fully authorized and empowered to do all things necessary or desirable to fully effectuate the transactions contemplated by the foregoing resolution, and to execute any and all documents, including but not limited to furnishing resolutions and certificates, all without the necessity of obtaining further Board of Director approvals.

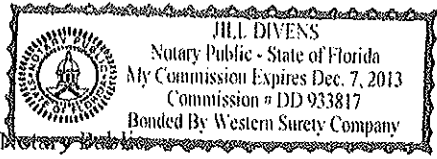
IN WITNESS WHEREOF, I hereby certify that the foregoing resolution is valid and in full force and effect as of the date immediately set forth below, and I have hereunto subscribed my name and affixed the seal of said corporation on this 19th day of May, 2010.

(SEAL)

Julie T. Payne
Julie T. Payne, Senior Vice President
General Counsel and Secretary

Sworn to and subscribed before me personally
this 19th day of May, 2010

Jill Divens
Signature of Notary Public - State of Florida



Print, Type, or Stamp Commissioned Name of Notary Public
Personally Known (X) or Produced Identification ()



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/02/2010

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive Suite 1100 Miami FL 33131 USA		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
PHONE: (866) 283-7122 FAX: (847) 953-5390		INSURERS AFFORDING COVERAGE	
INSURED G4S Secure Solutions (USA) Inc. f/k/a The Wackenhut Corporation d/b/a G4S Wackenhut d/b/a Wackenhut 4200 Wackenhut Drive Palm Beach Gardens FL 33410 USA		INSURER A: National Union Fire Ins Co of Pittsburgh	NAIC # 19445
		INSURER B: New Hampshire Ins Co	23841
		INSURER C: Illinois National Insurance Co	23817
		INSURER D:	
		INSURER E:	

Holder Identifier :

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL0939658 General Liability (TWC)	10/02/2009	10/02/2010	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	Excluded
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$1,000,000
						PRODUCTS - COMP/OP AGG	\$1,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS _____	CA 0936350 Automobile - VA (TWC)	10/02/2009	10/02/2010	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
B	CA 0936349 Automobile - MA (TWC)		10/02/2009	10/02/2010	BODILY INJURY (Per person)		
A	CA 0936348 Automobile - AOS (TWC)		10/02/2009	10/02/2010	BODILY INJURY (Per accident)		
					PROPERTY DAMAGE (Per accident)		
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	
						AGGREGATE	
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC4289015 WC - All Other States (TWC)	10/02/2009	10/02/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
C	WC4289021 WC - WI (TWC)		10/02/2009	10/02/2010	E.L. EACH ACCIDENT	\$1,000,000	
C	WC4289017 WC - FL (TWC)		10/02/2009	10/02/2010	E.L. DISEASE-EA EMPLOYEE	\$1,000,000	
					E.L. DISEASE-POLICY LIMIT	\$1,000,000	
		OTHER					

Certificate No : 570039083926

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Evidence of Coverage

CERTIFICATE HOLDER

CANCELLATION

G4S Secure Solutions (USA) Inc.
4200 Wackenhut Drive
Palm Beach Gardens FL 33410 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Inc. of Florida



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/23/2009

PRODUCER
Aon Risk Services, Inc of Florida
1001 Brickell Bay Drive
Suite 1100
Miami FL 33131 USA

PHONE: (866) 283-7122 FAX: (847) 953-5390

INSURED
The wackenhut Corporation
4200 Wackenhut Drive
Suite 100
Palm Beach Gardens FL 33410 USA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	New Hampshire Ins Co	23841
INSURER C:	Illinois National Insurance Co	23817
INSURER D:	Insurance Company of the State of PA	19429
INSURER E:		

COVERAGES SIR applies per terms and conditions of the policy

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADDITIONAL INSURANCE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL0939658 General Liability (TWC)	10/02/2009	10/02/2010	EACH OCCURRENCE	\$5,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$5,000,000
						MED EXP (Any one person)	Excluded
						PERSONAL & ADV INJURY	\$5,000,000
						GENERAL AGGREGATE	\$5,000,000
						PRODUCTS - COMP/OP AGG	\$5,000,000
A		AUTOMOBILE LIABILITY	CA0936348	10/02/2009	10/02/2010	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
A		<input checked="" type="checkbox"/> ANY AUTO	Automobile - AOS (TWC)				
A		<input type="checkbox"/> ALL OWNED AUTOS	CA0936350	10/02/2009	10/02/2010	BODILY INJURY (Per person)	
		<input type="checkbox"/> SCHEDULED AUTOS	Automobile - VA (TWC)				
		<input type="checkbox"/> Hired AUTOS	CA0936349	10/02/2009	10/02/2010	BODILY INJURY (Per accident)	
		<input type="checkbox"/> NON OWNED AUTOS	Automobile - MA (TWC)			PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	
		<input type="checkbox"/> CLAIMS MADE				AGG	
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	
		<input type="checkbox"/> DEDUCTIBLE					
		<input type="checkbox"/> RETENTION					
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC4289015	10/02/2009	10/02/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
C		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	WC - All Other States (Y/N) <input checked="" type="checkbox"/> N	10/02/2009	10/02/2010	E.L. EACH ACCIDENT	\$1,000,000
C		If yes, describe under SPECIAL PROVISIONS below	WC4289021 WC - WI (TWC) WC4289017 WC - FL (TWC)	10/02/2009	10/02/2010	E.L. DISEASE-EA EMPLOYEE	\$1,000,000
		OTHER				E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
RE: Evidence of Insurance

CERTIFICATE HOLDER	CANCELLATION
Evidence of Insurance FL 33420 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Inc of Florida</i>

Holder Identifier : 570036161550 Certificate No :