

VENDOR

*709051632

PO BOX 4525

CHARLESTON WV

SECURITY AMERICA INC

State of West Virginia
Department of Administration

Request Toll

Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for

PRS10SEC

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-558-2544 SHIP

RECEIVED BY 25364 JUL - & 2010

SECURITY AMERICA, INC.

304-925-4747

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	OPENING TIME 01:30PM
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ADDENDUM NO.1	
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06/29/2010.	
ATTACHMENT: QUESTIONS AND RESPONSES	·
THE BID OPENING DATE REMAINS: 07/15/2	010
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GUARD AND SECURITY SERVICES	
EXHIBIT 10	
REQUISITION	NO.: PRS10SEC
101201011	
ADDENDUM ACKNOWLEDGEMENT	·
I HEREBY ACKNOWLEDGE RECEIPT OF THE FO	OLLOWING CHECKED
ADDENDUM(S) AND HAVE MADE THE NECESSAI	RY REVISIONS TO MY
PROPOSAL, PLANS AND/OR SPECIFICATION,	ETC.
A DIDENIDIAN MO I C.	
ADDENDUM NO. 'S:	
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E PRESIDENT 6 FEIN 55-0620159	ADDRESS CHANGES TO BE NOTED ABOVE IN SPACE ABOVE LABELED 'VENDOR'

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 Virginía 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).



VENDOR

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

Request for

PR	251	0.5	EC

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ADDRESS CORRESPONDENCE TO ATTE	NTION OF

BUYER 32

304-558-2544

*709051632 304-925-4747 SECURITY AMERICA INC PO BOX 4525

25364 CHARLESTON WV

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

DATE PRINT	ED Τ	ERMS OF SALE SHIP VIA	F.O.B	FREIGHT TERMS
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Rev. 09/08

State of West Virginia

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. <u>×</u>	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.			
require against or dedu	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ments for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency acted 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.				
	: SECURITY AMERICA INC Signed: I JULE Symully.			
Date:_	7.14.10 Title: PRESIDENT			

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

RFQ No. PRS105EC

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 exceed 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: SECURITY AMERICATINE
Authorized Signature: 7 15.16
State of
County of Kanawha, to-wit:
Taken, subscribed, and sworn to before me this It day of July , 2010.
My Commission expires 10/38 , 20/8.
AFFIX SEAL MERE Official Seal Official Seal NOTARY PUBLIC ON Decker Notary Public, State of West Virginia Notary Public, State of West Virginia Notary Public Occupant Bank
Notary Public, State Shelia Dickens Shelia Dickens City National Bank City National Bank SE 3601 MacCorkle Ave SE Charleston, WV 25364 Charleston, Leaver October 28, 2018 My Commission Leaver October 28, 2018



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10164632

Date: 7/15/10

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Branch: 0001

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EXACTLY **25,000 AND 00/100 DOLLARS

\$25,000.00

ORDER OF STATE OF WEST VIRGINIA

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CASHIERS CHECK

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TO:

STATE OF WEST VIRGINIA

SECURITY AMERICA

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		X SCHEDULED AUTOS				1	BODILY INJURY (Per person)	\$
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			IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR					
		-		-	REPRESENTATIVES. AUTHORIZED REPRESENTATIVE			
Charleston, WV 25305-0130			Stephen B. Stogden					

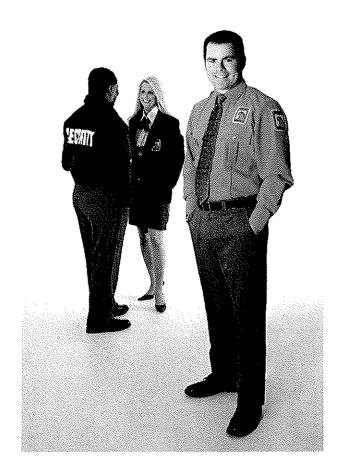
IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

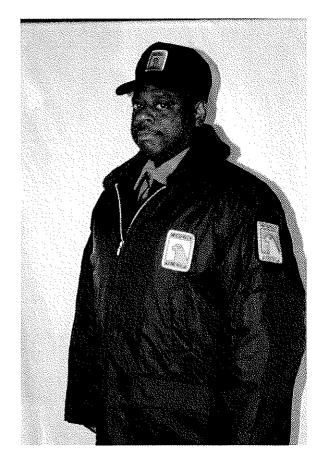
If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.







PRS10SEC COST QUOTE

Estimated Hours	Officer Classification	Hourly Billing Rate	Total Amount	
478	Limited Assignment Personnel	\$ <u>13.84</u> .	\$ 6,615.52 .	
570	Probationary Guard	\$ <u>12.50</u> .	\$ <u>7,125.00</u> .	
5,700	Security Guard II	\$ <u>12.52</u> .	\$ <u>71,364.00</u> .	
5,700	Security Guard III	\$ <u>12.65</u> .	\$ <u>72,105.00</u> .	
5,700	Security Guard IV	\$ <u>12.82</u> .	\$ <u>73,074.00</u> .	
1,496	Sergeant	\$ <u>14.36</u> .	\$ <u>21,482.56</u> .	
357	Lieutenant	\$ <u>16.85</u> .	\$ <u>6,015.45</u> .	
Annual Total Estimated Cost for the Scenario \$_257,781.53 .				

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.**

Paragraph 3.4 Transitional Staffing

Security America understands the value of retaining officers employed by the current contractor. We will make every effort to retain as many officers as possible. We can not guarantee a specific percentage will meet our hiring standards or will accept offers of employment with our company.

Exhibit 6 Page 3 of RFQ Price Adjustment Provision

Security America reserves the right to request price adjustments in accordance with this Exhibit when changes occur affecting the commodity price. These changes include but are not limited to Workers Compensation Insurance, Federal and State Unemployment Insurance, Federal or State Minimum Wage, Liability Insurance, Licensing Fees, cost mandated by a governmental body, and other cost over which our company has little or no control.

Vendor:	Security America Inc	<u>.</u>
Date:	July 14, 2010	<u>^</u>
	Thister	Savell



RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation PRS10SE

PRS10SEC

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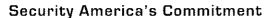
BUYER 32 304-558-2544

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

DATE PRINTED		TE	ERMS OF SALE		SHIP VIA		FO/B			FREIGHTTERMS		
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President			55-0	620	159	•	<i>P</i>	ADDRESS CHANGES TO BE NOTED ABOVE				

Security America: A West Virginia Success Story

As the state's largest private security and loss prevention company, Security America is proud to be a West Virginia corporation. State pride figured prominently in the 1982 founding of the company by our President and CEO, T. William Signorelli, a life-long West Virginian. And it also contributed to Security America's winning the "Expect the Best from West Virginia" Award in recognition of quality principles and practices.



We're invested in the Mountain State and its future through hundreds of skilled, good-paying jobs and careers. We're committed to maintaining our headquarters here while serving many clients throughout West Virginia, Ohio, Virginia, North Carolina, Kentucky and Tennessee. And we're dedicated to providing all of our clients with quality people, services and product.

Environment of Excellence

Every Security America employee is charged with the responsibility of achieving professional success. Only those who meet the Security America standard of excellence are eligible to represent us. We don't hire "security guards." We recruit, train and deploy professional security officers; it's the critical difference between us and other protection companies. It's what makes Security America a trusted service provider to our clients and an outstanding West Virginia success story.

Security America Founder, T. William Signorelli, CPP



Security America CEO and President Bill Signorelli has more than 30 years of management experience in security, loss prevention and criminal justice. He's a Certified Protection Professional whose work has been recognized by professional organizations in-state and nationally. Bill serves on numerous boards of corporations and associations related to security, development and community advancement.

Best Protection for the Best Value: Security America

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