



SECSVS11C
PRICING PAGE

G4S Secure Solutions (USA) Inc.
2333 MacCorkle Avenue, Suite 200
St. Albans, WV 25177

Telephone: 304 727 4608

Fax: 304 727 4198

Mobile: 304 550 8719

Email: james.mullins@usa.g4s.com
www.g4s.com/us

Jim Mullins
Business Development Manager

Date: 1/12/2012

Vendor Name: G4S SECURE SOLUTIONS USA, INC.

Years Providing Security Guards: 58 YRS.

Contact Person: DAN GUILBAULT

Phone #: 304-727-4608

Fax #: 304-727-



Region II: The counties of: Mason, Cabell, Wayne, Mingo, Logan, Boone, Lincoln, Kanawha, Putnam, Roane, and Jackson.

	Guard Classification	Estimated Hours	Hourly Billing Rate	Total Amount
1.	Limited Assignment Personnel	500	\$ 11.47	\$ 5,735.
2.	Probationary Guard I	2,000	\$ 11.47	\$ 22,940.
3.	Security Guard II	10,000	\$ 11.47	\$ 114,700.
4.	Security Guard III/Shift Supervisor	30,000	\$ 11.47	\$ 344,100.
5.	Sergeant	10,000	\$ 11.47	\$ 114,700
6.	Lieutenant	5,000	\$ 11.47	\$ 57,350.

TOTAL: \$659,525.

The actual hours may be different from the amount stated above. It must be clearly understood that the total hours may be more or less than the numbers estimated and the successful vendor agrees to provide the actual number of hours of personnel at the correct professional level to fulfill the needs of the State regardless.

SUBJECT FIGURE IS SHOWN FOR INFORMATIONAL PURPOSES AND SHOULD NOT BE CONSTRUED AS ANY GUARANTEE OF FUTURE CONTRACT USAGE.

EXHIBIT 10

REQUISITION NO.: *5ECSVS110*

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:

NO. 1

NO. 2

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. 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.

[Handwritten Signature]
.....
SIGNATURE
[Handwritten: A/S Source Solutions, USA, Inc]
.....
COMPANY
[Handwritten: 1/11/12]
.....
DATE

REV. 11/96



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
G4S SECURE SOLUTIONS (USA), INC.
1395 University Blvd.
Jupiter, FL 33458

SURETY:

(Name, legal status and principal place of business)
LIBERTY MUTUAL INSURANCE COMPANY
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)
STATE OF WEST VIRGINIA DEPARTMENT OF ADMINISTRATION, PURCHASING DIVISION,
2019 Washington Street, East - Bldg.15, Charleston, WV 25305-0130

BOND AMOUNT: Twenty Five Thousand and 00/100
(\$ 25,000.00)

PROJECT:

(Name, location or address, and Project number, if any)
RFQ SECSVS11C - Unarmed Security Guard Services

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of January, 2012

(Witness) Gary Arthur Gable

G4S SECURE SOLUTIONS (USA) INC. _____
(Principal) (Seal)

(Title) Jill Divers, Contracts Manager

LIBERTY MUTUAL INSURANCE COMPANY _____
(Surety) (Seal)

(Witness)

(Title) KD Conrad, Attorney in Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

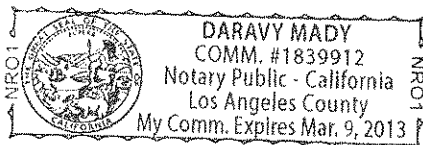
State of California

County of Los Angeles

On JAN 10 2012 before me, Daravy Mady, Notary Public,
personally appeared KD Conrad who proved to me
on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Daravy Mady*
Daravy Mady, Notary Public

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

4950850

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 TRACY ASTON, MARINA TAPIA, EDWARD C. SPECTOR, KD CONRAD, SIMONE GERHARD, B. ALEMAN, ASHRAF ELMASRY, LISA K. CRAIL, PAUL RODRIGUEZ, DARAVY MADY, KRISTINE MENDEZ, ALL OF THE CITY OF LOS ANGELES, STATE OF CALIFORNIA

, 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 SEVEN HUNDRED FIFTY MILLION AND 00/100***** DOLLARS (\$ 750,000,000.00*****) 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, David M. Carey, 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 day of 26th day of October 2011



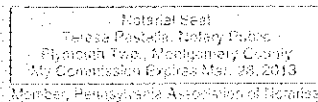
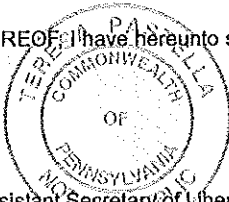
LIBERTY MUTUAL INSURANCE COMPANY

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of October 2011, before me, a Notary Public, personally came David M. Carey, 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.



By Teresa Pastella
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 10th day of



Gregory W. Davenport
Gregory W. Davenport, 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.

JAN 10 2012

State of West Virginia



CERTIFICATE OF P.I. FIRM & SECURITY GUARD FIRM

I, Natalie E. Tennant, Secretary of State of the
State of West Virginia, hereby certify that

Malcolm Carlton Burchett Jr

of

G4s Secure Solutions (Usa) Inc
D/B/A G4s
1395 University Blvd
Jupiter FL 33458

is hereby licensed to conduct the business and engage in the business of P.I. Firm & Security Guard Firm in the State of West Virginia, under the provisions of and in compliance with Chapter 30, Article 18 of the West Virginia Code. This certificate shall be in effect and valid from 1/1/2012 to 12/31/2012 unless suspended or revoked prior thereto, in accordance with the provisions of the West Virginia Code.

This license cannot be transferred.



*Given under my hand and the Great
Seal of the State of West Virginia
on Friday, November 18, 2011*

Natalie E. Tennant

Natalie E. Tennant
West Virginia Secretary Of State

30521

Secretary of State
Bldg. 1, Suite 157-K
1900 Kanawha Blvd. East
Charleston, WV 25305-0770

Document Code: 2MH

Phone: 304-558-6000
866-767-8683
Visit us online or validate this document:
www.wvsos.com

**Request for Taxpayer
Identification Number and Certification**

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

Name (as shown on your income tax return)
G4S SECURE SOLUTIONS (USA) INC. F/K/A " THE WACKENHUT CORPORATION"

Business name, if different from above
dba G4S, dba WACKENHUT

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

Address (number, street, and apt. or suite no.)
4200 WACKENHUT DRIVE

City, state, and ZIP code
PALM BEACH GARDENS, FLORIDA 33410

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
OR
Employer identification number 59 0857245

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

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

Sign Here Signature of **Raymond Seda** Date ▶

Digitally signed by Raymond Seda
DN: cn=Raymond Seda, o=dba Wackenhut, ou=G4S Secure Solutions USA Inc, email=rseda@wackenhut04.com, c=US
Date: 2010.06.17 15:51:19 -0400

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/21/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. 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).


PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive Suite 1100 Miami FL 33131 USA	CONTACT NAME: PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (847) 953-5390	
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED G4S Secure Solutions (USA) Inc. 1395 University Blvd Jupiter FL 33458 USA	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:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 570043793525** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GL2449648	10/01/2011	10/01/2012	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			CA 4309511	10/01/2011	10/01/2012	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
B	<input checked="" type="checkbox"/> ANY AUTO			AOS	10/01/2011	10/01/2012	BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS			CA 4309512	10/01/2011	10/01/2012	BODILY INJURY (Per accident)	
A	<input type="checkbox"/> HIRED AUTOS			CA 4309513	10/01/2011	10/01/2012	PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> SCHEDULED AUTOS			VA				
	<input type="checkbox"/> NON-OWNED AUTOS							
	UMBRELLA LIAB						EACH OCCURRENCE	
	<input type="checkbox"/> OCCUR						AGGREGATE	
	EXCESS LIAB							
	<input type="checkbox"/> CLAIMS-MADE							
	<input type="checkbox"/> DED							
	<input type="checkbox"/> RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC015884065	10/01/2011	10/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	AOS	10/01/2011	10/01/2012	E.L. EACH ACCIDENT	\$1,000,000
A	If yes, describe under DESCRIPTION OF OPERATIONS below			WC015884066	10/01/2011	10/01/2012	E.L. DISEASE-EA EMPLOYEE	\$1,000,000
				CA			E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	Excess WC			WC1192443	10/01/2011	10/01/2012	EL Each Accident	\$1,000,000
				OH			EL Disease - Policy	\$1,000,000
				SIR applies per policy terms & conditions			EL Disease - Ea Emp	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER	CANCELLATION
G4S Secure Solutions (USA) Inc. 1395 University Blvd Jupiter FL 33458 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

Holder Identifier : Certificate No : 570043793525



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
 SECSVS11C

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 BUYER 42
 304-558-8802

*709062644 304-727-4608
 G4S SECURE SOLUTIONS USA INC
 2333 MACCORKLE AVE STE 200
 SAINT ALBANS WV 25177-2073

VENDOR

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/06/2012				

BID OPENING DATE: 01/12/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		990-46		
<p>GUARD AND SECURITY SERVICES</p> <p>BLANKET OPEN-END STATEWIDE CONTRACT</p> <p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR SECURITY GUARD SERVICE TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>David A. Sullivan</i>	TELEPHONE 304-727-4608	DATE 1-12-2012
TITLE GENERAL MANAGER	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS 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 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.html 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).



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
 SECSVS11C

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
 BUYER 42
 304-558-8802

*709062644 304-727-4608
 G4S SECURE SOLUTIONS USA INC
 2333 MACCORKLE AVE STE 200
 SAINT ALBANS WV 25177-2073

REVERSE

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED 01/06/2012	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 01/12/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR SERVICES COVERED BY THIS CONTRACT. THE ORIGINAL ORIGINAL WV-35 SHALL BE SENT TO THE PURCHASING DIVISION ALONG WITH SECURITY GUARD FORM. THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-727-4608	DATE 1-12-2012
TITLE GENERAL MANAGER	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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 Charleston, WV 25305-0130

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<p>NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-727-4608	DATE 1-12-2012
TITLE GENERAL MANAGER	ADDRESS CHANGES TO BE NOTED ABOVE	

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



State of West Virginia
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BID OPENING DATE: 01/12/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----FILE 42/TL-----</p> <p>RFQ. NO.:-----SECSVS11C-----</p> <p>BID OPENING DATE:-----01/12/2012-----</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:</p> <p>-----304-727-4198-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): DAN GUILBAULT</p>						

SIGNATURE			SEE REVERSE SIDE FOR TERMS AND CONDITIONS	
TITLE GENERAL MANAGER		FEIN	TELEPHONE 304-727-4608	DATE 1-12-2012
ADDRESS CHANGES TO BE NOTED ABOVE				

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



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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT

***** THIS IS THE END OF RFQ SECSVS11C ***** TOTAL:						

SIGNATURE <i>[Signature]</i>			TELEPHONE 304-727-4608		DATE 1-12-2012
TITLE GENERAL MANAGER			ADDRESS CHANGES TO BE NOTED ABOVE		

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

SECSVS11C

Specifications – Region II only

1. PURPOSE:

The State of West Virginia is soliciting bids to establish a statewide contract to obtain the services of an experienced and qualified security services contractor to recruit, train, and maintain a staff of security guards to provide security service of unarmed guards for various buildings and grounds throughout West Virginia. The service could be 24-hours per day, seven (7) days per week, 52 (fifty-two) weeks per year depending on each State Agencies requirements for this service. The resulting contract may be used by all West Virginia State Agencies and political subdivisions within all 55 counties.

2. DEFINITIONS:

- a. **Agency** – The term "Agency" as used herein means the State of West Virginia and any agency, quasi agency, or political subdivision of the State of West Virginia receiving services under this contract and may be used interchangeably with the term "State" where appropriate.
- b. **Purchasing** – The term "Purchasing" as used herein means the West Virginia State Purchasing Division.
- c. **State** – The term "State" as used herein means the state of West Virginia and any or all of its agencies, quasi agencies, or political subdivisions and may be used interchangeably with the term "Agency" where appropriate.
- d. **Vendor** – The term "Vendor" as used herein means the lowest responsible bidder that receives that is awarded this contract by Purchasing.

3. MANDATORY TERMS AND CONDITIONS:

All terms and conditions in the written specifications which are absolute and require strict compliance and cannot be waived are Mandatory terms and are indicated by the use of the terms *shall, will, must, maximum* or *minimum*

4. CONTRACT USAGE:

Approximately 4000 – 5500 weekly hours are billed for this service. Subject figure is shown for informational purposes and should not be construed as any guarantee of future contract usage. **NOTE: There is no guaranty that the hours requested for each service level will be the hours required for that service level and vendor must provide the actual hours required for each service level.**

SECSVS11C Specifications – Region II only

5. CONTRACT AWARD:

This contract will have only one (1) region as defined on the pricing page. The award will be made to the vendor with the low bid meeting mandatory specifications.

6. PRICE QUOTATIONS:

The price(s) quoted in the vendor's bid will not be subject to any increase and will be considered firm for the life of the contract.

7. VENDOR QUALIFICATIONS/REFERENCES:

To qualify to receive an award of this contract, bidders:

- a. Must have been in an operating business entity since January 1, 2008
- b. Must have provided security services as described herein since January 1, 2008
- c. Must provide a statement of the total number of years the bidding entity has been provided security services.
- d. Must provide (2) references for whom the bidding entity has provided security services in each Region being bid.
- e. Must submit the following information to Purchasing prior to contract award
 - i. Full legal name of the bidding entity
 - ii. The date the business entity was established
 - iii. Telephone and fax numbers of the bidding entity
 - iv. A telephone number where personnel of the bidding entity can be reached 24 hours a day.
 - v. FEIN or Social Security number of the bidding entity
 - vi. Number of full-time employees as of December 31, 2011.

Bidders may submit additional information on their business qualifications; **please limit this additional information to a maximum of three (3) pages.**

8. SCOPE OF WORK:

General: Vendor shall provide qualified, trained security guards to various facilities and agency locations of the State. Vendor shall provide the following services including, but not limited to: providing security services for buildings; facilities; grounds; and rights-of-way; for employees and visitors, customers, and vendors; emergency response; access control; technology control station monitoring; patrol, and other related security services. The service requirements vary by location, but could possibly be for 24 hours per day, seven days a week, 52 weeks per year.

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Specifications – Region II only

Special Staffing: In addition to the standard and routine office hours worked by Vendor's security guards per week, Vendor must provide security guard coverage for any given number of unplanned, special events ("Specials"). Such Specials can involve providing access control or overnight security at sites of special events, facility repairs, or construction activity. These Specials can occur anywhere within the State of West Virginia.

Emergency Staffing: In the event the Agency determines that a situation is an emergency, the Agency may request additional security guard coverage equal to 10 percent or less of the regular security guard coverage and Vendor shall provide the additional security guard coverage requested within eight hours of the request.

Security Guard Locations: Security guards are currently posted 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, various Highways locations across the State and various Health and Human Resource locations across the State. This list is not considered to be inclusive, but merely an example of locations that could be served.

Independent Contractor: The Vendor and its agents shall offer services to the Agency as an independent contractor and shall accept the requirements of these specifications as the requirements necessary to perform the function of a commercial guard service at a professional and sustained level of adequate service.

Contract Use by Other Entities: The resulting contract may be used by all West Virginia State Agencies and political subdivisions in all 55 counties of West Virginia.

9. TURNOVER CONTROL:

The Vendor shall exercise reasonable and responsible diligence in providing the Agency with security guards who are qualified to perform the services required. In this regard, the Vendor shall make all reasonable efforts to minimize attrition among trained qualified security guards. Turnover in the total number of security guards provided to the State shall not exceed 25% per annum or 30% in one quarter. Should turnover exceed these limitations the Vendor shall, at their own expense, provide all training previously provided as necessary to ensure that the replacing security guards possess a level of skill equal to the security guards who have terminated service.

SECSVS11C

Specifications – Region II only

10. TRANSITIONAL REPORTING AND STAFF CONTACT:

At least 15 days, and not more than 60 days, prior to the expiration or cancellation of this contract, Vendor shall provide Purchasing with a list of all locations utilizing Vendor's security services under this contract. Vendor shall also provide contact information for each of the security personnel providing security service to any Agency. Vendor shall permit Agencies, the State, and the winning bidder in subsequent bids of similar security contracts to contact the Vendor's personnel prior to the expiration of this contract to discuss future employment with the winning bidder.

11. REPLACEMENT OF EQUIPMENT PROVISIONS:

The Agency may from time to time, make equipment available for the use by the security guards in the performance of the contracted services. The Vendor shall bear the cost of repair and/or replacement of such equipment rendered inoperative because of misuse, or abuse of the contract employee using the equipment, (or failing to provide reasonable care and security,) or due to a failure to provide the contract employee with training sufficient to operate the equipment in a normal, safe, and effective manner. This provision shall not apply to equipment failure mutually agreed by the Agency and the Vendor as having occurred as a result of normal use or wear.

12. REPORTING REQUIREMENTS:

Reporting & Documentation of Incidents: The Vendor or his designee shall be responsible for providing both a written and oral report of any incident that occurs on any shift at the close of that shift period. This report shall be provided to the shift supervisor. An incident is defined as, but not limited to, the following:

- a. Any apparent or suspected criminal attack exercised against the Agency, its assets, or personnel, including the employees of the contractor assigned to the site or any authorized or unauthorized visitors thereon.
- b. Any criminal or civil charges brought against the Vendor or its personnel as it may relate to the contracted service
- c. Any apparent trespass of the Agency's property
- d. Any verbal or physical confrontation resulting between a contract employee and an Agency employee or guests or visitors on the campus
- e. Any performance failure of the Vendor
- f. Any federal, state, or county regulatory requirement in which the Vendor is in noncompliance
- g. Any equipment or system failure associated with the performance of the contracted service
- h. Any fire or unsafe condition existing within the Agency's environment and observed by or reported to a contract employee, and emergency actions taken by the contract employee to eliminate or improve such conditions

SECSVS11C

Specifications – Region II only

- i. Any incident in which procedures governing the safe and orderly operation of the site are violated

General Reporting Requirements: The Vendor shall provide to the Agency written reports as identified in substance and frequency set forth below. These reporting requirements shall not be considered exclusive, and the Agency may, at its discretion, identify and request other information relating to the contracted service. All documentation submitted under this subsection will be certified by signature as being true and correct.

a. Required Reports, Report Contents, and Due Dates:

- i. **Billing report:** Vendor shall submit a Billing report to each Agency receiving services under this contract and should contain the following items: Name of the officer, skill level assigned, billing rate, days, hours per day and locations worked, and a total amount due and payable. The Billing report will be due on Tuesdays on a bi-weekly basis (every other Tuesday).
- ii. **Personnel Turnover Report:** Vendor shall submit a Personnel Turnover report to each Agency receiving services under this contract quarterly on March 10, June 10, September 10, and December 10 of each year. The Personnel Turnover report shall contain the percentage of turnover the vendor experienced in its security guard services provided to the Agency for each month of the quarter and for the entire quarterly period.
- iii. **Summary of Service Report:** Vendor shall provide an Hours of Service report to each Agency receiving services under this contract on the 10th day of each month. The Hours of Service report shall include a listing of the hours of service performed by post, a summary of the service provided, and the compensation rate paid.
- iv. **Training report:** Vendor shall provide the Training report to each Agency receiving services under this contract on the 10th day of each month. The training report should contain the following items: Name of the individuals completing the training, designation of classroom or on the job training, number of hours trained, and training topics covered.
- v. **Proof of License Renewal and Insurance:** Vendor shall provide proof that all applicable licenses and insurance have been renewed to each Agency receiving services under this contract. Such proof shall be provided in a form acceptable to each Agency on November 10 of each year.

Compliance and Noncompliance Reporting: The requirements set forth in this document pertain to the form and substance in which work shall be administered. The successful Vendor shall adhere to these requirements and shall notify the Agency of any noncompliance prior to occurrence if possible, but no later than five business days after occurrence.

Employment Reporting: The Vendor shall provide the Agency with a list of all Vendors' employees on a regular basis and upon request who are currently assigned to this contract, potential candidates for assignment to this contract or are temporary assignment to this contract.

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Specifications – Region II only

13. Security Guard Requirements

The requirements set forth in this section pertain to the quality and performance capability of security guards assigned to this contract service. In the event specific requirements set forth herein are in conflict with any government regulations, the government regulations shall prevail.

Candidate Minimum Qualifications: Each candidate Vendor considers for performance of this contract shall have the minimum qualifications listed below prior to beginning the training process. Experience may be considered as a substitute for certain minimum qualifications when appropriate.

- a. To meet the minimum qualifications for performing under this contract Vendor's employees must:
 - i. Be 18 years of age or older
 - ii. Have a high school diploma or equivalent written examination
 - iii. Have a valid motor vehicle operator's license (when operation of motor vehicle is required)
 - iv. Pass a background check as outlined below
 - v. Pass a physical examination and drug test as outlined below
 - vi. Pass a physical fitness test as outlined below
 - vii. Complete the required training as outlined below
 - viii. Pass a written, validated examination developed by the Vendor that is indicative of the candidate's ability to understand and perform the duties to be assigned.
 1. Examinations must meet criteria that fairly measure the knowledge or skills required for the particular job or class of jobs the candidate seeks or that fairly affords the employer a chance to measure the applicant's ability to perform the job or particular class of job.

Background Check: All potential security guards proposed for service under this contract must have a complete background check performed by Vendor at Vendor's sole cost. The background check will include but not be limited to:

- a. A credit check
- b. Confirmation of previous employment
- c. Verification of references
- d. Criminal record check on the State and Federal level
- e. Drivers license verification and background information
- f. Finger print validation by West Virginia State police
- g. Five years of employment and neighborhood experience (when possible)

All security guards submitted by Vendor for service under this contract must have no record of convictions for criminal offenses (State and Federal) and must have a credit report acceptable to the Agency. A copy of the finger print validation report shall be submitted to the Agency when the security guard is assigned to the contract. Under no circumstances shall a guard be assigned to this contract without the fingerprint validation report first being submitted to the Agency.

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The Vendor shall present the results of the background check to the Agency for consideration prior to assigning any security guard to perform under this contract. The Agency may accept a Vendor's manager's certified report (must be dated, signed and notarized) that a background investigation was conducted in accordance with the stipulations stated herein and that an impartial review revealed that no information was discovered during the investigation that would be harmful to the Agency's interests by assigning the candidate to the contract. The Agency reserves the right to obtain copies of background investigations.

Physical Examination, Drug Test, and Physical Fitness Testing:

- a. **Physical Examination:** Security guards assigned to this contract must pass a physical examination by a licensed Physician prior to being assigned to perform under this contract and **annually** thereafter. Guards are deemed to have passed the physical examination if the guard is found to be free from any hearing, sight or physical limitations which would prevent performance of duties. A security guard will be deemed to have a sight limitation if the security guard's vision is not corrected to 20/20 or better. All cost for the annual physical examination will be the responsibility of the Vendor.
- b. **Drug Testing:** Security Guards assigned to this contract must pass a drug test prior to being assigned to perform under this contract and **annually** thereafter. A guard is deemed to have passed the drug test if the guard is found to be free of all illegal and performance impairing substances (including alcohol). Random drug testing can be requested by the Agency and paid for by the Agency.
- c. **Physical Fitness Testing:** Security Guards assigned to this contract must pass a physical fitness test prior to being assigned to perform under this contract and **annually** thereafter. The test will be conducted by the Vendor and verification provided to the Agency upon successful completion.

The physical fitness testing standards will require that any potential guard be capable of the following physical tasks:

- i. Walking or running a distance of 360 yards in three minutes or less,
 - ii. Ascending six floors of stairs in 2 minutes or less.
 - iii. Heavy lifting (45 pounds minimum)
 - iv. Heavy carrying (45 pounds 100 yards minimum)
 - v. Fully extending arms up to a 90 degree angle from the shoulder
 - vi. Capable of walking or standing continuously (minimum of 4 hours)
 - vii. Repeated bending at the waist and knees
- d. **Testing Failure:** If a potential security guard fails the physical examination, drug testing or physical fitness testing, the guard shall not be employed to perform services under this contract. If a security guard already employed to provide services under this contract fails the physical examination or physical fitness testing in subsequent years, the guard will be required to be retested within 60 days after the date of the failed test. If the guard fails either test for the second time, the guard will be removed from

SECSVS11C Specifications – Region II only

assignment from this contract until such time as the guard can successfully pass the physical examination and physical fitness test. If a security guard already employed to provide services under this contract fails the drug testing, Vendor shall immediately remove the security guard from service under this contract. Some requirements may be waived at the discretion of the Agency.

Minimum Training Before Assignment: The Vendor must provide the training set forth below to each security guard before assignment to the Agency's service under this contract, or provide evidence acceptable to the Agency that the security guard has an equivalent skill level to that established in the training program. All training and instruction shall be provided at the Vendor's expense.

All training modules must have the advanced approval of the Agency and instructors must have the experience and qualifications, satisfactory to the Agency, necessary to provide instruction. The required pre-assignment training includes the six modules listed below, but Agency, at its sole discretion, reserves the right to require additional training if it deems such additional training necessary.

- a. **Module 1: The Security Responsibility (2 hours)** The module shall consist of life & safety training responsibilities, maintaining effective enforcement; maintaining proper appearance, bearing and appearance; and report writing and documentation.
- b. **Module 2: The Protected Environment (1.5 hours)** The module shall include a description of Agency's environment; details relating to the function of the life safety and security systems on site; a description of the Agency's employee/visitor relationship to be maintained; and a history of the Agency's security experience relating to past incidents.
- c. **Module 3: Legal Powers and Limitations (3 hours)** This module shall include a discussion of the philosophy of prevention versus apprehension; the concept of timely intervention in a developing situation; the limitations of arrest powers and the agency's requirements in these matters; the use of force and the need to establish ability, opportunity, and jeopardy to self and others; and the limitations on search and seizure and the Agency's requirements in these matters
- d. **Module 4: Standard Operating Procedures (3 hours)** This module shall include a description of entry-level job responsibilities pertaining to assignment to Agency's premises; basic administrative practices of the Agency; familiarization with Agency procedures and documentation practices; identification of the Agency's access-control and alarm systems; and handling confrontations on Agency's premises.
- e. **Module 5: Emergency Practices (2 hours)** This module shall include identification and discussion of types of emergencies that may occur and the emergency response required by the office for fire detection, fire suppression and evacuation, bomb threats, power failure, vehicle accidents, personal injury/illness and work place violence.
- f. **Module 6: Review (1 hour)**

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Specifications – Region II only

Minimum Training for Limited Assignment: Temporary limited assignment of Vendor's personnel above and beyond the normal staff of security guards may be required during peak periods such as the legislative session and other special high foot and vehicle traffic events. In any event, no assignment of any individual temporary guard may exceed sixty (60) calendar days. Any individual assigned as a temporary employee must complete the following three training modules prior to providing temporary service under this contract.

- a. **Module 1: The Security Responsibility (2 hours)** The module shall consist of life & safety training responsibilities, maintaining effective enforcement; maintaining proper appearance, bearing and appearance; report writing and documentation.
- b. **Module 2: The Protected Environment (1.5 hours)** The module shall include a description of Agency's environment; details relating to the function of the life safety and security systems on site; a description of the Agency's employee/visitor relationship to be maintained; and a history of the Agency's security experience relating to past incidents.
- c. **Module 5: Emergency Practices (2 hours)** This module shall include identification and discussion of types of emergencies that may occur and the emergency response required by the office for fire detection, fire suppression and evacuation, bomb threats, power failure, vehicle accidents, personal injury/illness and work place violence.

14. Probationary Period:

Probationary Period Defined: The Vendor shall assign employees to the Agency's premises with the understanding that for the first 90 calendar days (for all skill level categories) that assignment is considered probationary. During this probationary period the Agency may, at their own discretion, require that the Vendor's employee be removed from the contract. On completion of the probationary period, the Agency will request removal of a Vendor employee for cause only. NOTE: On completion of the probationary period, the classification/skill level of security guard will remain unaltered.

On-the-job Training: During the probationary period of any individual, the Vendor shall provide on-the-job training as outlined in the modules below, but may also include other matters as Vendor or Agency deem appropriate. On-the-job training may only be conducted under the direct supervision of a qualified security guard (approved by the Agency) who has by practice and experience, a working knowledge of all of the Agencies' practices and procedures relating to the safety and security matters of the site.

The Vendor shall provide evidence of the completion of such training, detailing the instruction matters covered and instruction periods in each specific area. The Vendor bears the responsibility of coordinating this instruction with the shift supervisor to assure the required protection level is maintained at all times. On-the-job training will be conducted during periods when the trainee is exposed to the maximum learning opportunity as it relates to activity and the ability to participate in active occurrences under the supervision of the senior security guard.

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Specifications – Region II only

The training will involve the trainee in live performance experience in the areas identified for such time periods as may be deemed reasonable by the instructor for a trainee to learn the complexities of each task. At such time as the assigned training security guard advises that the trainee has mastered the requirements of a particular area, a new area of training will be undertaken. In no cases shall the on-the-job training requirement be less than stated above, regardless of the entry-level experience of the trainee. The learning emphasis will be as follows:

On-the-job 1: Prevention/Protection

- Patrol requirements
- Communication system use and procedure
- Use of vehicles
- Hazard identification: initial action and reporting
- Identification systems
- Package screening procedures
- Agency/Vendor reporting requirements
- Receiving dock operations and procedures
- Response to fire and intrusion alarms and reports
- Responsibilities of individual posts for timely intervention response to alarms and emergency situations
- Traffic and parking control and enforcement
- Specific escort requirements
- Appearance, bearing, and demeanor

On-the-job 2: Enforcement

- Techniques of handling confrontations with Agency's employees, visitors and contractors
- Techniques of handling normal business contacts with Agency's employees, senior executives, visitors, special guests and contractors
- Specific post instructions
- Enforcement responsibilities of Agency's procedures and regulations
- Review of criminal law procedures regarding potential site confrontations
- Documentation of and preservation of evidence
- Limitations on search and seizure
- Proper report writing

On-the-Job 3: Emergency Procedures

- Basic first aid practices
- Fire fighting practices
- Evacuation practices
- Bomb search practices
- Power failure practices

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On-the-Job 4: special Equipment Training

- Operation of vehicles
- Operation of radio communication systems
- Console operation practices
- Operation of computerized alarm and access control systems
- Operation of Closed Circuit Television system for monitoring and tracking

15. Certification of Qualification:

A letter or copy of an affidavit shall be provided to the Agency from each security guard assigned to the contract certifying under the penalty of false swearing, that the security guard has met all of the hiring and training requirements as set forth in the contract. False swearing will be grounds for automatic termination of the guard from assignment to this contract.

16. Skill Level Categories

The Vendor is advised that beyond the status of probationary guard, security guards assigned to the Agency under this contract may qualify for four distinct skill levels. A general description of each skill level is provided below in an ascending skill level from least skilled to most skilled. A probationary security guard must have successfully completed not less than 12.5 hours of classroom training and the prescribed on-the-job training to be considered qualified to fill the least-skilled category. Differential requirements of each skill level must be validated before a guard is assigned to work at that skill level. It is the requirement of the Vendor to insure the validation is complete and accurate. At anytime, the Agency may request and Vendor shall provide documentation to verify that an individual meets the qualifications of a particular skill level.

Service Request: Vendor shall provide a security guard at the skill level requested by the Agency and shall continue to provide a security guard at the requested skill level until such time as the Agency determines, in its sole discretion, that a security guard of a differing skill level is required and makes a request for a security guard of a differing skill level.

If a security guard providing services to Agency under this contract advances in skill level, Vendor shall continue to provide the security guard at the original hourly price for the skill level requested until such time as the Agency, in its sole discretion, determines that it requires a security guard of a higher skill level.

If the vendor is unable to provide a security guard at the requested skill level, the vendor shall supply a security guard with a higher skill level at the original requested skill level hourly billing rate. Providing a security guard with a lower skill level than that requested is not permitted.

Failure to Provide Security Guards: The inability to provide security guards at the service level requested or an acceptable substitute as provided for in the Service Request section above is grounds for contract cancellation.

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Security Guard Skill Levels:

- a. **Probationary Security Officer I** - shall have completed:
 - i. Security Officer Orientation
 - ii. Role of the Security Officer
 - iii. Report Writing
 - iv. Legal Powers and Limitations
 - v. Preventing Discrimination & Harassment
 - vi. Emergency Procedures
 - vii. Bloodborne Pathogens
 - viii. Access Control
 - ix. Communications & Public Relations
 - x. Customer Service
 - xi. Professionalism & Ethics
 - xii. Use of Force
 - xiii. Work Place Violence
 - xiv. Site OJT

- b. **Security Officer II** - shall have completed Security Officer I training and the following:
 - i. Fire Safety Officer
 - ii. Physical Security & Loss Prevention
 - iii. Patrol
 - iv. Crime Prevention & Response
 - v. Workplace Safety
 - vi. Advanced Report Writing
 - vii. Preventing Workplace Violence
 - viii. Emergency Situations
 - ix. Dealing with Aggressive Behavior
 - x. Ready Response

- c. **Security Officer III/ Shift Supervisor** – shall have completed Security Officer I and II training and the following:
 - i. Customer Relations
 - ii. Time Management
 - iii. Basic Investigations
 - iv. Cultural Diversity
 - v. Strikes, Pickets, & Crowd Control

- d. **Sergeant & Lieutenant IV/ Site Supervisor** – shall have completed all Security Officer I, II and III training and the following:
 - i. Interpersonal Communications
 - ii. Managing Conflict
 - iii. Interviewing Witnesses & Suspects
 - iv. Teamwork
 - v. Principals of Leadership

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NOTE: Before any Security Guard is advanced in rank a report of the training completed shall be provided by the Vendor to the site client contact for written approval. As the Agency, in its sole discretion, determines that it requires a security guard of a higher skill level.

17. Performance Evaluation (Joint Evaluation)

The Agency and Vendor shall be responsible for performing, documenting, and making a performance evaluation of each contract employee, no less than twice annually. The evaluation results conducted by the Agency must be submitted to the Vendor for its review and approval. The evaluation will include an appraisal of the following areas:

- a. Appearance, bearing, and demeanor
- b. Attitude, reliability, and punctuality
- c. Technical knowledge and skill of performance requirements
- d. Procedural knowledge of Agency requirements
- e. Leadership capability and potential
- f. Special areas of competence
- g. Physical testing reports (Vendor Report Only)

18. On-site Supervisory Responsibilities (for each shift)

The Vendor shall appoint a senior security guard who will be responsible for supervisory duties. This guard will be responsible for the control and accuracy of time records for all contract personnel and exercise overall supervision and direction of the guard force. The minimum acceptable skill level for this section shall have a minimum skill level of Sergeant & Lieutenant IV/ Site Supervisor.

19. Shift Continuity

The Vendor shall insure that adequate resources are available for the Vendor to coordinate multiple shift operations. Security guards will not leave their post until relieved by the corresponding officer posted to the next shift.

20. Alternate Replacement Personnel

The Vendor may, from time to time, identify a need for additional alternate security guards to fulfill a temporary service or relieve for vacations and sickness of permanent personnel. In such instances the Vendor and Agency will evaluate the minimum skill requirements and pre-screening practices required based on the available lead time and the nature of temporary assignment to meet the service needs.

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21. Uniforms

The Vendor shall provide and maintain the required uniforms necessary for this contract that will directly represent the image of the Agency. **Uniforms for security guards working any detail for the Division of Protective Services shall be separate and distinct from any other uniform the Vendor utilizes. This uniform is to be utilized solely for Division of Protective Services details.** Badges and other insignia to be worn on the security guards' uniforms will be in accordance with any state law that may apply. Vendor shall supply individual name badges for all guards. **Vendor is required to submit pictures of uniforms with all badges as proposed (including cold weather gear) with the bid.**

22. Personal Appearance:

To enhance public respect and recognition, employees shall strive to keep a neat and clean appearance while on duty. It shall be considered unacceptable conduct for uniformed guards to practice poor personal hygiene or poor grooming habits in their personal appearance while in the performance of their duties.

Appearance and Personal Hygiene: The following rules shall govern the appearance and personal hygiene issues of any security guard providing service to the Agency under this contract.

- a. Male and Female Employees
 - i. Body piercing (with the exception of ear rings for female employees) which is visible anytime while on duty and/or in uniform is prohibited.
 - ii. Necklaces may be worn but shall not be visible
 - iii. A bracelet may be worn only if it contains medical information concerning the member and does not create a safety hazard
 - iv. No more than one ring shall be worn on each hand except that a combination engagement and wedding band may be worn by females. Rings shall not have sharp edges that would create a hazard to the employee when wearing gloves.
 - v. No personal items shall be visible from the uniform pockets except appropriate writing pens.
 - vi. Employees may wear only sunglasses with gold, silver, black or brown colored frames which compliment the uniform. The sunglasses shall be of a professional type. No faddish, multi colored, or mirrored sunglasses shall be worn. Nor shall sunglasses be worn during conditions that do not merit their utilization.
 - vii. The bulk of hair shall not be excessive to the extent that it hinders the wearing of appropriate headgear.
 - viii. Hairstyles that may be considered "fads" or "special hairstyles" or "designs" are prohibited. Hairstyles may not hinder the correct wearing of the hat.

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- b. Male Uniformed Employees
 - i. Hairstyles may be either tapered or block cut, but must be worn in a neat, conservative and professional manner at all times. The hair length shall not fall over the ears or eyebrows, or touch the collar, except for the closely cut hair at the back of the neck.
 - ii. If an employee desires to wear sideburns, they will be neatly trimmed. The base shall be a clean shaven horizontal line. Sideburns shall not extend downward beyond the lowest part of the exterior ear opening.
 - iii. The face shall be neatly shaven, except that an employee may wear a neatly trimmed moustache. The moustache may extend one quarter inch horizontal beyond the corners of the mouth. The moustache shall not exceed over the lips or beyond the corners of the mouth.
 - iv. Male uniformed employees are prohibited from wearing earrings while on duty.

- c. Female Uniformed Employees
 - i. Hairstyles must be worn in a neat, conservative and professional manner at all times. If short hair is preferred, the length directives for males shall be observed. If medium length or long hair is preferred, the hair shall be worn up in a neat manner and touch the collar but shall not fall below the collar edge. Hair may be worn with "bangs", but they shall not fall over the eyebrows. Hair may be "braided or platted" if the style presents a neat and professional appearance. Hair clasps, barrettes, or fasteners must correspond with hair color and must not be conspicuous. Hair nets, ribbons, beads and so forth are prohibited from being worn. Hair color shall be of a conservative shade and have no unnatural tones of color. Spray on substances, color or glitter are prohibited. False eyelashes are prohibited.
 - ii. If worn, cosmetics shall be conservative and professional in appearance, understated rather than overwhelming in application and shall blend in with the natural color of the skin. Earrings shall be of a small post or stud type with only one earring worn in each ear.

23. Liquidated Damages

According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$100.00 per day for failure to meet the below requirements. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Vendor.

- a. Failure to comply with wage and hour regulations
- b. Failure to comply with pre-employment qualifications and investigations regarding applicants.
- c. Failure to report an incident
- d. Failure to comply with federal, state, and county regulatory requirements
- e. Failure to perform services for any reason

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24. Conflict of Interest:

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

25. Prohibition Against Gratuities:

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion or to pursue any other remedies available under this contract or by law.

26. Certifications Related to Lobbying:

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

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27. Vendor Relationship:

The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFQ and resulting contract. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the State for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

28. Indemnification:

The Vendor agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

29. Contract Provisions:

After the successful Vendor is selected, a formal contract document will be executed between the State and the Vendor. In addition, the RFQ and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFQ and the Vendor's bid in response to the RFQ.

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30. Governing Law:

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

31. Compliance with Laws and Regulations:

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body including wage and labor laws.

32. Payment of Taxes:

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Vendor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

33. Subcontracts/Joint Ventures:

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

34. Non-Appropriation of Funds:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

35. Contract Termination:

The State may terminate any contract resulting from this RFQ immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFQ and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and

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all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated by the State for any reason or no reason with thirty (30) days prior notice to Vendor.

36. Invoices, Progress Payments, & Retainage:

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract.

37. Record Retention (Access & Confidentiality):

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors or individuals permitted access by Vendor.

38. Bond Requirements:

All bidders are required to submit a bid bond in the amount of \$25,000 with each bid quote. The State will accept in lieu of a formal bid bond a certified check, cashier's check or irrevocable letter of credit in the same amount. All checks must be made payable to the State of West Virginia Purchasing Division. Failure to post a bid bond will result in the disqualification of the bid.

39. Insurance Requirements:

The Vendor shall present evidence of insurance of the types and amounts required by the Agency and in terms and amounts satisfactory to Agency. Included in the required insurance coverage shall be the following:

- a. Worker's Compensation in accordance with applicable federal and state laws.
- b. Employers Liability and Occupational Disease Liability.

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- c. Commercial general liability insurance including but not limited to Vendor's protection insurance if subcontractors are used. Completed operations liability in the amount of \$1,000,000 each occurrence for bodily injury; and \$1,000,000 for property damage.
- d. False Arrest Insurance for false arrest, false imprisonment, libel, slander, invasion of privacy in the amount of \$5,000,000 per incident

40. **General Terms and Conditions:**

By signing and submitting its bid, the successful Vendor agrees to be bound by all the terms contained in this RFQ.

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PRICING PAGE

Date: 1/12/2012Vendor Name: G4S SECURE SOLUTIONS USA, INC.# Years Providing Security Guards: 58 YRS.Contact Person: DAN GUILBAULTPhone #: 304-727-4608Fax #: 304-727-

Region II: The counties of: Mason, Cabell, Wayne, Mingo, Logan, Boone, Lincoln, Kanawha, Putnam, Roane, and Jackson.

	Guard Classification	Estimated Hours	Hourly Billing Rate	Total Amount
1.	Limited Assignment Personnel	500	\$ 11.47	\$ 5,735.
2.	Probationary Guard I	2,000	\$ 11.47	\$ 22,940.
3.	Security Guard II	10,000	\$ 11.47	\$ 114,700
4.	Security Guard III/Shift Supervisor	30,000	\$ 11.47	\$ 344,100.
5.	Sergeant	10,000	\$ 11.47	\$ 114,700.
6.	Lieutenant	5,000	\$ 11.47	\$ 57,350.

TOTAL: \$659,525.

The actual hours may be different from the amount stated above. It must be clearly understood that the total hours may be more or less than the numbers estimated and the successful vendor agrees to provide the actual number of hours of personnel at the correct professional level to fulfill the needs of the State regardless.

SUBJECT FIGURE IS SHOWN FOR INFORMATIONAL PURPOSES AND SHOULD NOT BE CONSTRUED AS ANY GUARANTEE OF FUTURE CONTRACT USAGE.

RFQ No. SEC SVS 11C

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 WVA, INC.

Authorized Signature: [Signature] Date: 1-12-2012

State of WEST VIRGINIA

County of KANAWHA, to-wit:

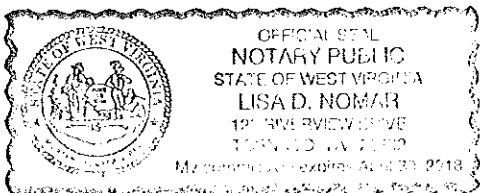
Taken, subscribed, and sworn to before me this 16th day of January, 2012.

My Commission expires April 30th, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]



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.

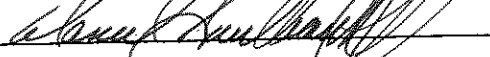
1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation 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. **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: B4S SECURE SOLUTIONS USA

Signed: 

Date: 1-12-2012

Title: GENERAL MANAGER

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